UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

BUTLER AMUSEMENTS, INC., Plaintiff, v. U.S. DEPARTMENT OF LABOR, *et al.*, Defendants.	Case No. 1:24-cv-01042-BAH

CERTIFICATION OF ADMINISTRATIVE RECORD

I, Thomas O. Shepherd, Jr., Clerk of the Appellate Boards of the U.S. Department of Labor, certify, to the best of my knowledge, that the produced materials—described in the accompanying index—constitute the administrative record in the above-captioned case. It contains non-privileged materials that were considered by the U.S. Department of Labor, including the Administrative Review Board, in connection with the administrative proceedings in *Administrator, Wage and Hour Division, U.S. Department of Labor v. Butler Amusements, Inc.*

Executed: August 1, 2024.

Thomas O. Shepherd, Jr.
Clerk of the Appellate Boards
U.S. Department of Labor

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

BUTLER AMUSEMENTS, INC., Plaintiff, v. U.S. DEPARTMENT OF LABOR, *et al.*, Defendants.	Case No. 1:24-cv-01042-BAH

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60.	December 2, 2020	ARB's Order Granting Extension of Time and Amending Briefing Schedule	AR - 3916
61.	December 31, 2020	Brief of Employer-Respondent	AR - 3929
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[1] These documents were filed under seal in the proceedings below. While they are part of administrative record, they will be omitted from the publicly available version.

63.	January 22, 2021	ARB's Order Granting Extension of Time	AR - 3981
64.	March 3, 2021	Administrator's Response Brief	AR - 3983
65.	March 24, 2021	Reply Brief of Employer-Respondent	AR - 4045
66.	July 28, 2023	ARB Decision and Order	AR - 4075

U.S. Department of Labor

Wage & Hour Division
Portland District Office
620 SW Main Street, Room 423
Portland, OR 97205
(503) 326-3057

CERTIFIED MAIL RETURN RECEIPT REQUESTED: # **1ZW8Y8320298496004**

February 6, 2018

RECEIVED
FEB - 7 2018
BY:

Michael Brajevich, CEO
Butler Amusements, Inc.
8035 SW CIRRUS DRIVE, SUITE # 21-E
Beaverton, OR 97008

Subject: **Administrator's Determination Pursuant to Section 214(c)(14) of the Immigration and Nationality Act (INA) and Applicable Regulations Pertaining to Violations Involving H-2B Nonimmigrant Workers**

Reference #: 1689932

Dear Mr. Brajevich:

On January 29, 2018 you were served with a determination letter with certified mail number 1ZW8Y8320292571353. This letter was sent in error. This letter dated February 6, 2018 rescinds and replaces the January 29, 2018 letter.

An investigation conducted by this office of Butler Amusements, Inc. (herein Butler Amusements) under the H-2B provisions of the INA, as amended, 8 U.S.C. § 1101(a)(15)(H)(ii)(b) *et seq*., 1184(c)(14), and 20 CFR Part 655, subpart A (2008) and applicable procedural regulations in 29 CFR Part 503 (2015), covering the period from February 1, 2013 to April 24, 2013, disclosed that Butler Amusements committed the following violations regarding the USCIS Form I-129, Petition for a Nonimmigrant Worker (I-129 Petition) and the Application for Temporary Employment Certification (ETA Form 9142 with Appendix B) (9142 Application) filed under the 2008 regulations: substantial failure to comply with the proper job classification requirement. Any I-129 Petition or 9142 Application included in this investigation is listed or enclosed.

The enclosed Summary of Violations and Remedies indicates the specific violation regarding the I-129 Petition and 9142 Application, which we discussed in the final conference, and the remedy imposed for the violation.

As a consequence of this H-2B violation, $24,987.20 in unpaid wages is owed to 9 H-2B nonimmigrant workers. The same violation also resulted in the assessment of civil money penalties in the total amount of $10,000.00. These amounts are explained in detail in the

enclosed Summary of Violation and Remedy. Please note that where Butler Amusements violated both an I-129 requirement and the corresponding 9142 Application requirement, the associated back wages and civil money penalties are both listed under the citation on the enclosed Summary of Violation and Remedy. However, the back wages and civil money penalties for such violations will be collected under only one citation.

Butler Amusements is liable for any ongoing violations. Butler Amusements must pay these back wages and civil money penalties no later than 30 calendar days after the date of this determination unless Butler Amusements requests an appeal as described below. The civil money penalties must be paid by submitting a certified check or money order payable to "Wage and Hour Division - Labor" to the Wage and Hour Division, U.S. Department of Labor, 620 SW Main Street, Room 423, Portland, OR 97205.

Butler Amusements must pay back wages in the amounts listed on the Summary of Unpaid Wages, Form WH-56, which was previously provided to Butler Amusements. Butler Amusements is responsible for withholding the legally required deductions (*e.g.,* Federal and State income tax and FICA) and paying these amounts and Butler Amusements' contributions to the appropriate entities. A certified check or money order in the net amount of back wages should be made payable to the names of the individuals owed back wages or "Wage and Hour Division - Labor" to the Wage and Hour Division, U.S. Department of Labor, 620 SW Main Street, Room 423, Portland, OR 97205-3028.

This debt is subject to the assessment of interest, administrative cost charges and penalties in accordance with the Debt Collection Improvement Act of 1996 and U.S. Department of Labor policies. Interest will be assessed at the Treasury Tax and Loan Account rate on any principal that becomes delinquent. The rate is currently 1%. Administrative cost charges will be assessed to help defray the Government's cost of collecting this debt. A penalty at the rate of 6% will be assessed on any portion of the debt remaining delinquent for more than 90 days. In order to avoid these charges, Butler Amusements must forward payment of the civil money penalties to the Wage and Hour Division, U.S. Department of Labor, 620 SW Main Street, Room 423, Portland, OR 97205 by the indicated due date. Please note that any pending bankruptcy action may affect the foregoing remedies. Where appropriate, the Department of Homeland Security and the Department of Labor's Office of Foreign Labor Certification (OFLC) will be notified about H-2B violations.

Additionally, pursuant to 20 CFR 655.31(d)(4) (2008), if Butler Amusements fails to pay the back wages and/or civil money penalties by the indicated due date, OFLC may seek to debar Butler Amusements from receiving future labor certifications for a prescribed period of time.

Butler Amusements has the right to request a hearing on this determination. Such a request must be dated, be typewritten or legibly written, specify the issues stated in this notice of determination on which a hearing is requested, state the specific reasons why the requestor believes this determination to be in error, be signed by the requestor or by an authorized representative, and include the address at which the requestor or the authorized representative desires to receive further communications relating to the hearing request.

The request must be made to and received by the Chief Administrative Law Judge (OALJ) at the following address no later than 30 calendar days after the date of this determination:

Chief Administrative Law Judge
U.S. Department of Labor
800 K Street NW, Room 400 North
Washington, DC 20001-8002

If Butler Amusements does not make a timely request for a hearing, this determination will become a final order of the Secretary of Labor and may no longer be appealed.

The procedure for filing a request for a hearing is provided in 29 C.F.R. 503.43. Please note that 29 CFR 503.43(f) requires that a copy of any such request for a hearing must also be sent to me and to those parties listed below. Due to the delayed delivery of mail in certain areas, you may wish to transmit your request to the OALJ via facsimile at 202-693-7365 to ensure timely receipt.

The fact that the above sanctions/remedies are being imposed for the H-2B violations found at this time does not preclude the taking of other enforcement action as is deemed appropriate by the Department of Labor or the assessment of back wages or civil money penalties for additional violations of the H-2B provisions found at some future time.

A copy of 20 CFR Part 655 subpart A (2008) can be found at the following web address: https://www.gpo.gov/fdsys/pkg/FR-2008-12-19/pdf/E8-29995.pdf and a copy of 29 CFR Part 503 (2015) can be found at the following web address: http://www.gpo.gov/fdsys/pkg/FR-2015-04-29/pdf/2015-09694.pdf

Sincerely,

Thomas Silva
District Director

Enclosures: Copy / List of Applications and I-129 Petitions
Summary of Violation and Remedy

cc: Chief Administrative Law Judge
U.S. Department of Labor
800 K Street NW Room 400 North
Washington, DC 20001-8002

Administrator
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue NW, Room S-3510
Washington, DC 20210

Associate Solicitor of Labor
Fair Labor Standards Division
U.S. Department of Labor
200 Constitution Avenue NW, Room N-2716
Washington, DC 20210

Regional Office of the Solicitor
World Trade Center
350 S. Figueroa Street, Suite 370
Los Angeles, CA 90071

Regional Immigration Coordinator
U.S. Department of Labor
Wage and Hour Division
2800 Cottage Way, W-1836
Sacramento, CA 95825

R. Wayne Pierce, Esq.
The Pierce Law Firm, LLC
133 Defense Highway, Ste. 106
Annapolis, MD 21401-7015

Summary of Violation and Remedy

Please note that where Butler Amusements, Inc. violated both an I-129 requirement and the corresponding 9142 Application requirement, the associated back wages and civil money penalties are listed under each citation. However, the back wages and civil money penalties for such violations will be collected under only one citation.

Violation Name/ Description	Type of Violation	Applied Enforcement Document(s)	Affected 9142 Application and/or I-129 Petition	Violated Attestation and/or Requirement	Back Wages Assessed	Civil Money Penalty Assessed	Total(s) Due for Payment Regarding this Violation
Improper Job Classification: Butler Amusements, Inc. placed workers in occupation(s) other than listed on the I-129 Petition or the 9142 Application.	[X] Substantial Failure	9142	H-400-12313-874905	Attestation #13 & 20 CFR 655.22(n)	$24,987.60	$10,000.00	Back wages: $24,987.60
	[ ] Willful Misrepresentation	I-129	I-129 dated 12/17/2012	Part 5, question 1	$24,987.60	$10,000.00	CMP: $10,000.00

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES

In the Matter of:	*	
ADMINISTRATOR, WAGE AND HOUR DIVISION Plaintiff	*	**Case No.:** _____
	*	WHD Reference #: 1689932
v.	*	
BUTLER AMUSEMENTS, INC. Respondent	*	
	*	

* * * * * * * * * * * * * *

REQUEST FOR HEARING

Respondent hereby requests a hearing[1] on a determination dated February 6, 2018,[2] and issued by the Wage and Hour Division under Reference #: 1736916, and says:

This is a request for a hearing on a determination issued following an investigation of the Respondent, a participant in the H-2B program.

Pursuant to 29 C.F.R. § 503.43 (b) (3 & 4), Respondent now identifies issues and reasons why the determination is in error. In further response, Respondent says:

General statement of reasons why the determination is in error: The WHD has no basis to enforce the now-vacated 2008 Rule or any other relevant standard. The provisions of the 2015 IFR cannot be applied retroactively to this case. WHD lacks any basis to show a

[1] By filing this request, Respondent does not waive its right to seek immediate or other relief, including from the retroactive application of the 2015 IFR or the application of the now-vacated 2008 Rule.

[2] The determination letter "rescinded and replaced" a prior determination letter dated January 29, 2018. As such, any claim under the prior determination letter has been waived. To the extent that the prior determination letter has any operative effect, Respondent appeals it as well.

willful misrepresentation or a substantial failure. This employer is exempt from the Fair Labor Standards Act. The Wage and Hour Division has failed to proceed within the statute of limitations, in whole or in part. This employer reasonably relied upon professional counsel to prepare its #9142 and I-129. This employer used a prepayment plan and properly determined all deductions and any overtime obligations. Respondent did not act willfully by hiring professionals to advise it. Department of Labor has made it unnecessarily difficult to, and has failed to issue proper notice so that Respondent may, know with precision what it regards as the proper procedure. Wage and Hour Division has improperly calculated any alleged back wages, hours worked, or civil monetary penalties. Wage and Hour Division has improperly determined "compensable work time." Wage and Hour Division has improperly relied upon U.S. workers, but it has no jurisdiction over U.S. workers. Department of Labor has not promulgated meaningful regulations for how an FLSA-exempt employer is to proceed. Wage and Hour Division has failed to credit Respondent for facilities, such as bunkhouses, food, local convenience travel, in and out of country travel, a prepayment plan, prepaid spot-to-spot variations, bonuses, and reimbursement of employee expenses. Wage and Hour Division failed to credit Respondent according to governing special procedures. Wage and Hour Division lacks the authority to enforce the terms of the #9142 or I-129. Respondent did not substantially fail to meet a condition in its #9142 or I-129 or willfully misrepresent a material fact in its #9142 or I-129.

Issue No. 1: The Wage and Hour Division's determination fails to state any – much less an adequate - factual and legal basis, thereby depriving Respondent of due process notice of the allegations and impeding Respondent's ability to identify and articulate issues and supporting rationale.

Reasons why the determination is in error: 29 C.F.R. § 503.42(a)(5); Administrative Procedures Act.

Issue No. 2: To the extent that the WHD determination states any factual or legal basis, it is incorrect and legally insufficient.

Reasons why the determination is in error: General statement of reasons.

Issue No. 3: The penalties and back wages proposed in the WHD determination are excessive and otherwise inappropriate.

Reasons why the determination is in error: 29 C.F.R. § 503.19 & § 503.23; General statement of reasons.

Issue No. 4: Respondent is entitled to judgment as a matter of law.

Reasons why the determination is in error: General statement of reasons.

Issue No. 5.: Respondent did not engage in any willful or substantial failure to comply with H-2B program requirements.

Reasons why the determination is in error: General statement of reasons.

Issue No. 6: Respondent accurately described its job offer.

Reasons why the determination is in error: General statement of reasons.

Issue No. 7: Respondent did not offer job terms and working conditions that were less favorable than those offered to temporary foreign workers.

Reasons why the determination is in error: General statement of reasons.

Issue No. 8: Respondent properly paid wages as required by the H-2B program.

Reasons why the determination is in error: General statement of reasons.

Issue No. 9: Respondent was entitled to credit for providing bunkhouses, local convenience travel, in and out of country travel, and a prepayment plan.

Reasons why the determination is in error: General statement of reasons.

Issue No. 10: Respondent did not substantially fail to restrict H-2B workers to an approved itinerary.

Reasons why the determination is in error: General statement of reasons.

Issue No. 11: The Department of Labor lacks jurisdiction, rule-making authority or enforceable rules for the H-2B program.

Reasons why the determination is in error: *G.H. Daniels III & Assocs., Inc. v. Perez*, No. 13-1479, 2015 U.S. App. Lexis 15689, at *12 (10th Cir. Sept. 3, 2015); *Bayou Lawn & Landscape Servs. v. Secretary of Labor*, 713 F.3d 1080, 1085 (11th Cir. 2013); *Bayou Lawn & Landscape Servs. v. Solis*, No. 3:12cv183, 2012 U.S. Dist. Lexis 69297, at *13 & n. 10 (N.D. Fla. Apr. 26, 2012), *aff'd*, 713 F.3d 1080 (11th Cir. 2013); *Bayou Lawn & Landscape Servs. v. Perez*, 81 F. Supp. 3d 1291, 1293, 1295 (N.D. Fla. 2014), *vacated on other grounds*, 621 F. Appx. 620 (11th Cir. 2015); *Perez v. Perez*, No. 3:14-cv-682, 2015 U.S. Dist. Lexis 27606, at *7-12 (N.D. Fla. Mar. 4, 2015).

Issue No. 12: The employer is exempt from the Fair Labor Standards Act.

Reasons why the determination is in error: Fair Labor Standards Act.

Issue No. 13: The employer is not liable because it relied in good faith on a regulation, order, ruling, or interpretation of the Wage and Hour Division, or an administrative practice enforcement policy of the Wage and Hour Division.

Reasons why the determination is in error: 29 U.S.C. § 259.

Issue No. 14: The employer is not liable because of its good faith and reasonable grounds to believe there was no violation.

Reasons why the determination is in error: 29 U.S.C. § 260.

Issue No. 15: Neither DHS nor DOL have provided notice as to the method for and legal requirements for completing the I-129, and have misapplied the job classification to I-129's job description and wage rate.

Reasons why the determination is in error: DHS instructions for the I-129.

Issue No. 16: WHD failed to apply the "incidental activities" rule.

Reasons why the determination is in error: 73 Fed. Reg. 77110, 77117 (Dec. 18, 2008).

For these reasons, we request a hearing of the Wage and Hour Division's determination. Further communications should be directed to counsel at the address listed below.

R Wayne Pierce

R. WAYNE PIERCE
The Pierce Law Firm, LLC
133 Defense Highway, Suite 201
Annapolis, MD 21401
Phone: 410-573-9959
Fax: 410-573-9956

Email: wpierce@adventurelaw.com

Attorney for Respondent

CERTIFICATE OF SERVICE

Butler Amusements, Inc., hereby certifies that on **February 28, 2018**, the original of this Request for Hearing was shipped via Federal Express for overnight delivery, and a copy was telefaxed to:

U.S. Department of Labor
Chief Administrative Law Judge
800 K Street N.W., Room 400 North
Washington, DC 20001-8002

and via mail, postage pre-paid, to:

Administrator
U.S. Department of Labor
Wage and Hour Division
200 Constitution Avenue NW, Room S-3510
Washington, DC 20210

Associate Solicitor of Labor
Fair Labor Standards Division
U.S. Department of Labor
200 Constitution Avenue NW, Room N-2716
Washington, DC 20210

Regional Office of the Solicitor
U.S. Department of Labor
World Trade Center
350 South Figueroa Street, Suite 370
Los Angeles, California 90071

Regional Integration Coordinator
US Department Of Labor
Wage and Hour Division
2800 Cottage Way, W-1836
Sacramento, California 95825

Thomas L. Silva
District Director
U.S. Department of Labor
Wage and Hour Division
620 Southwest Main Street, Room 423

Portland, Oregon 97205

and via e-mail to:

Mick Brajevich
Chief Executive Officer
Butler Amusements, Inc.

R. WAYNE PIERCE

U.S. Department of Labor

Office of Administrative Law Judges
90 Seventh Street, Suite 4-800
San Francisco, CA 94103-1516

(415) 625-2200
(415) 625-2201 (FAX)

Issue Date: 28 March 2018

CASE NO.: 2018-TNE-00019

In the Matter of:

ADMINISTRATOR, WAGE & HOUR DIVISION,
Prosecuting Party,

v.

BUTLER AMUSEMENTS, INC. AND
MICHAEL BRAJEVICH, an individual,
Respondent.

NOTICE OF HEARING AND PRE-HEARING ORDER

NOTICE OF HEARING

NOTICE: A hearing has been scheduled under the H-2B provisions of the INA, as amended, 8 U.S.C. §§ 1101(a)(15)(H)(ii)(b) *et seq*., 1184(c)(14), and 20 C.F.R. Part 655, subpart A (2008) and the applicable procedural regulations at 29 C.F.R. Part 503 (2015).

The hearing shall occur on September 12 to 14, 2018, from 9:00 a.m. to 4:30 p.m. each day, at a location to be determined in Portland, Oregon.

A telephonic pre-hearing conference will be held on September 5, 2018, at 10 a.m. Pacific Standard Time. The parties are directed to dial into our conference line at 866-764-7792 and enter Participant Code 71385064 at the designated time.

PRE-HEARING ORDER

I. GENERAL RULES

A. **NOTICE:** Proceedings will be conducted in accordance with the Rules of Practice and Procedure for Administrative Hearings Before the Office of Administrative Law Judges, codified at 29 C.F.R. Part 18, subpart A. 29 C.F.R. § 503.44(a). The Federal Rules of Evidence and subpart B of the Rules of Practice and Procedure for Administrative Hearings Before the Office of Administrative Law Judges (29 CFR part 18, subpart B) will not apply, but principles designed to ensure production of relevant and probative evidence will guide the admission of evidence. The ALJ may exclude evidence which is immaterial, irrelevant, or unduly repetitive. 29 C.F.R. § 503.44(b).

B. **CONTINUANCES FOR PRIOR COMMITMENTS**: A motion for a continuance due to a previously noticed judicial proceeding or other scheduling conflict must be filed within 14 days of this notice. The parties must meet and confer prior to filing a request for continuance.

C. **FAX FILINGS**: No party may fax a document to this office without first requesting permission to do so. In the event a fax is allowed, the faxed document may not exceed 12 pages. 29 C.F.R. § 18.30(b)(3). Any documents that exceed the page limit will not be filed. If a fax is approved and sent, do not send the original document. 29 C.F.R. § 18.30(b)(3).

D. **INTERPRETERS OR TRANSLATION SERVICES**: As soon as possible, but no later than 30 days before the hearing, the parties must provide written notice of whether an interpreter or other translation services will be needed at the hearing. Parties may provide their own interpreter or request that one be provided by the Department of Labor.

E. **NOTICE OF PUBLIC HEARING**: Hearings are open to the public. 29 C.F.R. § 18.81. Final agency decisions are posted on the agency website. *See* 5 U.S.C. § 552(a)(2).

F. **TELEPHONIC TESTIMONY**: The parties must request permission to have a witness testify by telephone. The parties must meet and confer regarding telephonic testimony, and request permission no less than 14 days before the hearing about any witnesses they would like to testify by telephone. This Office does not arrange for telephonic testimony of any witness. The party calling the witness by telephone must make all necessary arrangements for the testimony.

G. This Office does not supply any electronic equipment or devices necessary to view, play, or listen to any evidence or testimony. If any party wishes to play a CD or DVD, or use PowerPoint or other computer based programs for viewing evidence or argument, they must supply any equipment necessary to present the evidence or argument. This Office also does not have videoconference capabilities to view witness testimony or allow the participation of witnesses remotely, but in extraordinary situations, with at least 30 days' notice, this office will work with the parties to accommodate special requests.

II. **DISCOVERY**: Formal discovery may be conducted according to 29 C.F.R. Part 18 unless the H-2B statute or implementing regulations or this pre-hearing order imposes a different requirement. *See generally* 29 C.F.R. §§ 18.50-18.57.

A. Within 14 days of the date of this Order, the parties are shall participate in a conference of the parties and develop a discovery plan pursuant to 29 C.F.R. § 18.50(b). The parties are jointly responsible to arrange the conference of the parties, which may be held in person or by telephone or video conference. For matters involving unrepresented parties, the filing of a discovery plan is not required.

B. Unless an exemption applies, if the parties have not already done so, they must also make the initial disclosures required by 29 C.F.R. § 18.50(c)(1) within 14 days of the date of this Order. *See* 29 C.F.R. § 18.50(c)(1)(ii).

C. The parties must complete discovery, including serving expert witness reports or disclosures and all depositions of non-experts, as early as possible, but no later than the time for filing prehearing statements.

D. No post-hearing depositions of any witness or expert will be permitted absent extraordinary circumstances.

E. Expert witness reports and disclosures must comply with 29 C.F.R. § 18.50(c)(2) and be completed no later than the time for filing prehearing statements. Expert depositions must be concluded no fewer than 20 days before the hearing, but the parties may agree to depose an expert up to the day before the hearing.

III. PRE-HEARING REQUIREMENTS

A. **PRE-HEARING MOTIONS:** All pre-hearing motions must be filed pursuant to 29 C.F.R. § 18.33. The parties must meet and confer prior to filing any motion. 29 C.F.R. § 18.33(c)(3).

B. DOCUMENTS TO BE FILED OR SERVED BEFORE THE HEARING

1. **Pre-Hearing Exchanges**: The parties must serve the following materials on all other parties and on the presiding judge, at least 14 days before the prehearing conference. The parties must hold a conference required by 29 C.F.R. § 18.80(b) prior to filing a prehearing statement in order to streamline the hearing process.

    a. **PREHEARING STATEMENT** that contains the information required by 29 C.F.R. § 18.80(c). The prehearing statement must include a statement that the conference required by 29 C.F.R. § 18.80(b) has been held. A joint pre-hearing statement is not required. *See* 29 C.F.R. § 18.80(d).

    b. **WITNESS LIST** that contains: (1) The name and address of each witness who will actually testify at the hearing; a precise statement of what the testimony will prove; and an estimate of the time required for the direct examination of each witness; and (2) The names and addresses of each witness whose deposition will be offered, with a precise statement of what the testimony will prove.

    c. **EXHIBIT INDEX** that describes each exhibit by tab number or letter, date, and author, followed by a statement of precisely (not generally) what the exhibit proves.

        (1) Each exhibit must be individually marked with a numbered or lettered tab. Each page of the exhibits offered at the hearing must be sequentially numbered in the lower right corner.

        (2) The exhibits must be bound either at the top or the sides.

        (3) If an exhibit is difficult to read or illegible, it must be accompanied by a legible or typed version or it will be given no weight.

(4) Deposition transcripts should be submitted in condensed format with a word index.

(5) A curriculum vitae or an equivalent qualifications summary for each expert witness must be submitted in the evidence. No oral testimony about the expert's qualifications will be permitted, absent a showing of special need.

d. **EVIDENCE**: The parties must exchange copies of the evidence that will be offered at the hearing 30 days before the hearing. The parties may agree to print the exhibits double-sided. Do not submit the evidence to the presiding judge before the hearing. Bring one copy of the exhibits to the hearing for the judge and one copy of the exhibits for the witnesses to use. The exhibits for the judge and witnesses may be printed double-sided so that they read like a book.

e. **VOLUMINOUS RECORDS**, such as medical or financial records, that are submitted as evidence must include a written summary of what is included and the purpose for inclusion, as well as point to the specific page that supports the contention. If applicable, the documents should include summary totals of any amounts requested.

C. **SETTLEMENT AGREEMENTS:** Any settlement between the parties must be submitted to the judge for approval in writing pursuant to 29 C.F.R. § 503.46. The files maintained by this office, including settlement agreements, are subject to disclosure under the provisions of the Freedom of Information Act ("FOIA"), unless an exemption applies. 5 U.S.C. § 552.

IV. **SETTLEMENT CONFERENCE:** If the parties agree that a settlement conference with a judge other than the presiding judge may help resolve the case, they may make a written request for a settlement conference to the District Chief Judge. *See* 29 C.F.R. § 18.13.

V. **SANCTIONS :** Unless good cause is shown, parties will not be permitted to litigate issues, call witnesses, or introduce evidence they failed to disclose at the times and in the way this order requires. Failure to comply fully with this Order subjects the offending party to sanctions. *See generally* 29 C.F.R. §§ 18.12(b), 18.35(c), 18.50(d)(2)&(3), 18.52, 18.57, 18.87.

SO ORDERED.

Digitally signed by Richard M.Clark
DN: CN=Richard M.Clark, OU=Administrative Law Judge, O=US DOL Office of Administrative Law Judges, L=San Francisco, S=CA, C=US
Location: San Francisco CA

RICHARD M. CLARK
Administrative Law Judge

SERVICE SHEET

Case Name: **WAGE_AND_HOUR_DIVISI_v_BUTLER_AMUSEMENTS_IN_**

Case Number: **2018TNE00019**

Document Title: **NOTICE OF HEARING AND PRE-HEARING ORDER**

I hereby certify that a copy of the above-referenced document was sent to the following this 28th day of March, 2018:

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RECEIVED

APR 25 2018

Office of Administrative Law Judges
San Francisco, Ca

OFFICE OF ADMINISTRATIVE LAW JUDGES
UNITED STATES DEPARTMENT OF LABOR

In the Matter of: ADMINISTRATOR, WAGE & HOUR DIVISION. Prosecuting party, v. BUTLER AMUSEMENTS, INC. and MICHAEL BRAJEVICH, an individual[1] Respondent.	ADMINISTRATIVE PROCEEDING Case No. 2018-TNE-00019 **JOINT REQUEST FOR STATUS CONFERENCE REGARDING DISCOVERY PLAN**

In accord with the Court's Notice of Hearing and Pre-Hearing Order dated March 30, 2018, the parties have discussed ways to narrow the issues and streamline this litigation, as well as possible avenues for settlement. The parties request a status conference to aid in submitting a proposed discovery plan.

In this case, the Administrator has alleged that Respondents violated the H-2B provisions of the INA when they failed to correctly identify the job classifications and corresponding required wage rate on the Forms I-129 and 9142 for ten workers hired for their 2013 season.

[1] Respondents do not concede that Mr. Brajevich is properly named as Respondent in this matter.

As a result, as set forth in the Determination Letter, the Administrator assessed a penalty of $10,000 for the violations and calculated that $24,987.60 is due to nine H-2B workers.

Respondents' defense consists, in part, of a number of legal arguments, including basic jurisdictional arguments as well as arguments that even if the Administrator has the authority to enforce these provisions, there is no authority to recover backwages under these circumstances, or that the misclassification was not substantial.

The Administrator does not agree with Respondents' arguments but both parties recognize that engaging in discovery, while these legal issues remain, will consume substantial time and resources. Nobody wants to spend resources on legal theories that ultimately will be found to be baseless. Further, until these legal issues are resolved, meaningful settlement discussions are not possible.

The parties request that the Court schedule a status conference to establish a procedure by which the parties might brief the legal issues, while staying discovery. Among other things, the parties believe that phasing the case in this way will both facilitate settlement or substantially narrow any necessary discovery.

Dated: April 25, 2018

For the Administrator

KATE S. O'SCANNLAIN
Solicitor of Labor

JANET M. HEROLD
Regional Solicitor

SUSAN SELETSKY
Attorneys for the Administrator

For the Respondents

P. WAYNE PIERCE, ESQ.
The Pierce Law Firm, LLC

Wayne Pierce (by Susan Seletsky authorized by Wayne Pierce)
R. WAYNE PIERCE
Attorneys for the Respondents

****
*** Receive Results ***
****

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Job No.	6719
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This Sheet Is For Transmitting Fax Messages Only.

To: Maryanne Ballard From: Susan Seletsky

Fax#: 415 625-2201 Date: 4/25/18

SUBJECT: Filing of Joint Request for Status Conference

This transmittal consists of 3 pages, including this cover sheet. **IF FOR ANY REASON YOU DO NOT RECEIVE ALL OF THE PAGES, PLEASE IMMEDIATELY CALL THE PHONE NUMBER ABOVE.**

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U.S. Department of Labor

Office of Administrative Law Judges
90 Seventh Street, Suite 4-800
San Francisco, CA 94103-1516

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Issue Date: 09 May 2018

CASE NO.: 2018-TNE-00019

In the Matter of:

ADMINISTRATOR, WAGE & HOUR DIVISION,
Prosecuting Party,

v.

BUTLER AMUSEMENTS, INC. AND
MICHAEL BRAJEVICH, an individual,
Respondents.

ORDER VACATING HEARING, STAYING PROCEEDINGS AND SETTING BRIEFING SCHEDULE

This matter arises under the H-2B provisions of the INA, as amended, 8 U.S.C. §§ 1101(a)(15)(H)(ii)(b) *et seq*., 1184(c)(14), and 20 C.F.R. Part 655, subpart A (2008) and the applicable procedural regulations at 29 C.F.R. Part 503 (2015). Attorney P. Wayne Pierce represents the Respondents. Attorney Susan Seletsky represents the Administrator. A hearing is scheduled for September 12 and 13, 2018, in Portland, Oregon.

On May 9, 2018, I held a conference call with the parties to discuss the procedural posture of the case. The parties requested to resolve certain legal issues without the need to incur additional litigation expense while they did so. The parties agreed to vacate the hearing and stay all the proceedings while they litigated the legal issues.

Therefore, all dates are vacated. Discovery and other proceedings are stayed until such time as a ruling on the legal matters is issued. Respondent will file any motion regarding the legal issue no later than May 30, 2018. The Prosecuting Party will file any response no later than June 13, 2018. Respondent may file a permissible reply no later than June 20, 2018. I will address the stay of proceedings and any new hearing dates based upon the ruling on the motions.

SO ORDERED.

Digitally signed by Richard M.Clark
DN: CN=Richard M.Clark, OU=Administrative Law Judge, O=US DOL Office of Administrative Law Judges, L=San Francisco, S=CA, C=US
Location: San Francisco CA

RICHARD M. CLARK
Administrative Law Judge

SERVICE SHEET

Case Name: **WAGE_AND_HOUR_DIVISI_v_BUTLER_AMUSEMENTS_IN_**

Case Number: **2018TNE00019**

Document Title: **ORDER VACATING HEARING, STAYING PROCEEDINGS AND SETTING BRIEFING SCHEDULE**

I hereby certify that a copy of the above-referenced document was sent to the following this 9th day of May, 2018:

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Courtesy copy
Not Assigned Judge Clark

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES

In the Matter of:	*	
ADMINISTRATOR,	*	
WAGE & HOUR DIVISION		**Case No.:** 2018-TNE-00019
Prosecuting Party	*	
		WHD Reference #: 1689932
v.	*	
BUTLER AMUSEMENTS, INC., and	*	
MICHAEL BRAJEVICH		
Respondent	*	

* * * * * * * * * * * * * *

RESPONDENT'S OPPOSED
MOTION FOR SUMMARY JUDGMENT

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May 30, 2018

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STATEMENT OF ISSUES

1. Whether this case is subject to *de novo* review.

2. Whether the 2008 DOL regulations or the procedural portions of the 2015 DOL regulations are enforceable.

3. Whether Respondent was on notice of regulatory requirements.

4. Whether Respondent substantially violated any regulatory requirements.

5. Whether Respondent willfully or substantially failed to comply with DOL requirements.

6. Whether the remedy of "back wages" is available for misclassification.

7. Whether Respondent is entitled to a credit for providing "facilities" to its H-2B workers.

8. Whether this action is barred by statute of limitations or laches.

9. Whether Michael Brajevich is individually liable.

PRELIMINARY STATEMENT

This is a misclassification case in which the Administrator contends that Respondent allowed a small number of its H-2B workers to work outside of their authorized workscope. This motion seeks summary judgment on certain legal issues, leaving for another day any protracted factual issues that might remain.

In this case, the Administrator is attempting to enforce substantive provisions from DOL's 2008 regulations and procedural provisions under the 2015 rules, but neither of them are enforceable. The Administrator has failed to establish that Respondent was on notice of any pertinent regulatory requirement, or that the Respondent substantially violated any such requirement. Further, Respondent did not willfully fail to comply because it reasonably relied upon DOL's own pronouncements. The Administrator is not authorized to pursue "back wages" in a misclassification case. Moreover, this action is time-barred by virtue of

both the statute limitations and laches. Finally, Michael Brajevich cannot be sued in his individual capacity.

STATEMENT OF FACTS

Respondent is a mobile amusement operator. Because it has been unable to recruit sufficient numbers of U.S. workers, Respondent has participated in the H-2B program for many years.

For the 2013 season, Respondent submitted an ETA Form 9141 to procure a prevailing wage. The form reflected a job title of "Amusement and Recreation Attendants – Traveling Carnival," along with a "*suggested*" Standard Occupational Code of "39-3091" and a Standard Occupational Code occupation title of "Amusement and Recreation Attendants." Job duties were listed as a "variety of attending duties," such as setup, tear down, and operation of amusement rides. The Employment & Training Administration opted not to request further information, and issued prevailing wages on November 2, 2012. Exhibit 1, *ETA Form 9141 Prevailing Wage Determination* (emphasis added).

On November 7, 2012, Respondent submitted an ETA Form 9142 application for an H-2B labor certification approving 246 H-2B workers. The 9142 application repeated the same job title, SOC code, SOC occupation title, and job duties from the #9141. When asked for "Special Requirements" for the job, Respondent denied that there were any relevant "requirements." The Employment & Training Administration once again opted not to request further information, and issued the labor certification on December 14, 2012. Exhibit 2, *ETA Form 9142.*

On December 17, 2012, Respondent submitted its I-129 to USCIS. In pertinent part, Respondent reiterated that the "job title" was "Amusement and Recreation Attendants."

Exhibit 3, *I-129*. On January 4, 2013, USCIS approved the petition, once again without requesting further evidence. Exhibit 4, *I-797B Visa Approval Notice*.

Wage and Hour Division auditor Carrie Aguilar initiated an investigation several months later. An initial final conference was held on November 22, 2012, during which Ms. Aguilar revealed that, out of 246 H-2B workers, she had identified some 10 H-2B workers who had been employed outside of their job code at some point during the first few months in the season:

H-2B workers	Ancillary duties	Correct SOC code	Correct wage rate
Saul Estadillo Herrera Gustavo Gamero Sergio Guzman Jose Ortego Fernando Preza	Drivers	53-3032	$19.37
Jaime Hernandez Felipe Villegas Quijano	Maintenance workers	49-9071	$18.67
Omar Lopez Antonio Mendez	Supervisors	39-1021	$18.98
Marilu Zepeda	Office support	43-9199	$17.82

Exhibit 6, *E-Mail from Wayne Pierce to Carrie Aguilar*. Based on this theory of the audit, Ms. Aguilar calculated a total payment of $25,946.80 as "back wages due" covering February 2-April 27, 2013. Exhibit 5, *Summary of Unpaid Wages*.

Respondent disputed the theory of the investigation on multiple grounds. Among others, Respondent pointed out that the audit assumed incorrectly that each worker was employed 40 hours per week, and every hour of employment was in the alternative job code. In fact, the office support personnel would have been paid less under the alternative job code than what she was actually paid, and the DOLETA wage data was no longer publicly available because it is permanently updated every July 1 without preserving historical data. Exhibit 6.

In response, Ms. Aguilar sent an e-mail containing a website link to the current DOLETA wage data, but which did not include historical data from the prior season. Exhibit 7, *E-Mail from Carrie Aguilar.* For unknown reasons, Ms. Aguilar also substantially revised her "back wage" calculations for each of the 9 non-office workers with a new grand total of $24,987.60, and she completely dropped the office support personnel from the violation list. Exhibit 8, *Revised Calculation of Back Wages.*

For nearly the next 4 years, there was utterly no apparent activity on the file. On February 6, 2018, a determination letter was issued declaring that the investigation was based upon substantive provisions of the 2008 DOL H-2B regulations and the "procedural" provisions in the 2015 DOL rules. Purported violations during the period February 1-April 24, 2013, were identified in the I-129 and 9142 based on failing "to comply with the proper job classification requirement"and "plac[ing] workers in occupation(s) other than that listed on the I-129 Petition or the 9142 Application." The violations were specifically grounded in (1) Attestation #13 of the 9142, (2) 29 C.F.R. § 655.22 (n), and (3) the I-129's part 5, question 1. Although no per-employee calculations were revealed, the violations for 9 H-2B workers continued to total $24,987.20, plus $10,000 in civil monetary penalties. Exhibit 9, *Determination Letter.*

ARGUMENT

I. THE STANDARD OF REVIEW IS *DE NOVO*

The question of the standard of review was recently addressed in the H-2B case of *Best Solutions USA, LLC*, No. 2018-TLN-00117 (BALCA May 22, 2018) < https://www.oalj.dol.gov/DECISIONS/ALJ/TLN/2018/EMPLOYMENT_AND_TRAIN_v_BEST_SOLUTIONS_USA_L_2018TLN00117_(MAY_22_2018)_173714_CADEC_P

D.PDF . As explained by Judge Barto, both the immigration statute and the implementing regulations "are silent as to the proper standard of review." *Id.* at 3 n. 2. Because there are no "concerns" about the judiciary substituting its views for the agency's when "an agency tribunal" reviews "another adjudicator within the same agency," the appropriate standard of review is *de novo* rather than "arbitrary and capricious." *Id.*

Another important factor counseling in favor of *de novo* review is that the Wage and Hour Division has chosen to operate outside of its purported area of expertise. It is the responsibility of the Employment and Training Administration to assign job codes. *See* 29 C.F.R. § 503.1 (b) (ETA is responsible for "matters concerning the obligations of an H-2B employer related to the temporary labor certification process ..., including obligations and assurances made by employers ....").

There is another, more-fundamental reason why *de novo* review governs this case. The Wage and Hour Division has enforcement authority precisely because Congress authorized the Department of Homeland Security to redelegate that authority to DOL. 8 U.S.C. § 1184 (c) (14). Once an agency receives redelegated authority, a redelegatee steps into the shoes of the redelegator and must act pursuant to the same standards and restrictions as those binding the agency granting the redelegated power. *E.g.*, *United States ex rel. Accardi v. Shaughnessy*, 347 U.S. 260, 266 (1954) (when the subdelegator delegates discretion "as broad as the statute confers" on the subdelegatee, "the scope of the [subdelegator's] discretion became the yardstick of the [subdelegatee's]."); *United States v. Hovey*, 674 F. Supp. 161, 168 (D. Del. 1987) (the redelegatee must act pursuant to the same standards as the redelegator); *United States v. Touby*, 710 F. Supp. 551, 559 (D.N.J. 1989), *aff'd*, 909 F.2d 759 (3d Cir. 1990), *aff'd*, 500 U.S. 160 (1991) ("The subdelegate must be

under the same constraints that bind the delegate ...."). The Department of Homeland Security's corollary, the Administrative Appeals Office, reviews all issues of fact, law, policy, and discretion *de novo*. *Administrative Appeals Office Practice Manual* § 3.4 (May, 2016) < https://www.uscis.gov/sites/default/files/USCIS/Laws/AAO/Practice%20Manual/AAO_Practice_Manual.pdf >. Thus, the same standard of *de novo* review applies in this case.

II. NEITHER THE SUBSTANTIVE PORTIONS OF THE 2008 DOL REGULATIONS NOR THE PROCEDURAL PORTIONS OF THE 2015 DOL REGULATIONS ARE ENFORCEABLE

The Administrator is proceeding on the assumption that he is free to elect to enforce the substantive provisions from the 2008 DOL regulations and the procedural portions of the 2015 DOL rules. The Administrator is wrong in both regards.

A. The 2008 Regulations No Longer Exist and Are Not Enforceable

Much attention has been spent on whether the 2008 DOL regulations are substantively enforceable after the federal court's *vacatur* in *Perez v. Perez*, No. 3:14-cv-00682 (N.D. Fla. Mar. 4, 2015). *See, e.g.*, *Administrator v. Strates Shows, Inc.*, No. 15-069 (ARB June 30, 2017) (DOL lacks subject matter jurisdiction to enforce the 2008 regulations); *Administrator v. Wade Shows, Inc.*, No. 15-52 (ARB June 22, 2017) (same). On reconsideration, the ARB vacated these rulings, but it did so simply by "omit[ing] the characterization of the 2008 H-2B regulations as unenforceable." *Administrator v. Drew's Lawn & Snow Serv., Inc.*, No. 2017-TNE-00001, at *3 (OALJ Apr. 10, 2018). Despite its tentativeness, the ARB's original rulings – without reversal – were correct and remain persuasive law. *County of Los Angeles v. Davis*, 440 U.S. 625, 646 n. 10 (1979) ("Although a decision vacating a judgment necessarily prevents the opinion of the lower court from being

the law of the case, ... the expressions of the court below on the merits, **if not reversed**, will continue to have precedential weight and, until contrary authority is decided, are likely to be viewed as persuasive authority if not the governing law of the [lower appellate court].") (emphasis added).

DOL was very plain that the 2015 H-2B regulations "immediately replace[ ] the 2008 rule." 80 Fed. Reg. 24042, 24049 (Apr. 29, 2015) ("2015 H-2B regulations"). DOL knew that employers would be able to defend against enforcement actions under the 2008 H-2B regulations, and planned accordingly. DOL's policy choice to jettison rather than salvage the 2008 H-2B regulations was an integral element in justifying "good and substantial cause to issue this rule immediately" without notice and comment and with an immediate effective date. *Id.* at 24047, 24049. As part of its justification for abandoning normal notice and comment, DOL conceded the obvious impact of the federal court's *vacatur* on the 2008 H-2B regulations, which

> **remain[ed] vulnerable** to challenges by employers **in current and future enforcement proceedings** based on the ground that **the regulations DOL is seeking to enforce are void** because DOL exceeded its statutory authority in unilaterally issuing the 2008 rule .... Therefore, employers subject to enforcement under the 2008 rule **have an available defense that DOL is without regulatory authority to enforce rights and obligations in the H-2B program**, leaving DOL in an untenable position with respect to its ability to require adherence to program standards.

Id. at 24048-49 (emphasis added). Because of this inability to prosecute employers in enforcement actions under the void 2008 H-2B regulations, DOL adopted a new enforcement practice under which "if the temporary stay is lifted, **the vacatur of DOL's 2008 rule will void the enforcement regime** by which DOL has carried out its statutorily-delegated enforcement authority." *Id.* at 24047 (emphasis added).

On April 30, 2015, the court lifted the stay because the 2015 H-2B regulations had "replace[d] the H-2B regulations at issue in this case." *Perez v. Perez*, No. 14-682 (N.D. Fla. Apr. 30, 2015) (ECF Doc. 49, at *2). *See also Statement of Portia Wu, Assistant Secretary for Employment and Training, Before the Senate Comm. on Small Business & Entrepreneurship* at 4 (May 6, 2015) (the court "lifted the stay of its vacatur of DOL's 2008 rule because DOL and DHS **replaced** it with a new **comprehensive** H-2B rule ....") (emphasis added).

For a period of months, DOL implemented its new practice, first articulated in the preamble to the 2015 H-2B regulations, that it would no longer pursue any enforcement actions for alleged violations of the 2008 H-2B regulations. *See, e.g., Perez v. Perez*, No. 14-682 (N.D. Fla. Aug. 28, 2015) (ECF Doc. 58, at *2) (according to plaintiff, DOL has indicated that it is complying with the injunction barring "enforcement" of the 2008 H-2B regulations for labor certifications issued before the injunction); *Perez v. Perez*, No. 14-682 (N.D. Fla. Sept. 4, 2015) (ECF Doc. 60, at *3) (according to DOL, "beginning on May 8, 2015, DOL moved to dismiss without prejudice several regulatory enforcement actions"); *Administrator v. Southwest Commodities*, 2015-TNE-00010 (OALJ May 8, 2015) (representative Administrator's motion to dismiss). During this time, DOL's policy continued to be that

> the order to vacate – and therefore remove from the books – the 2008 Rule and bar[red DOL] from taking **any future action to enforce** the Rule.
>
> By removing the 2008 Rule from the books, DOL can **no longer enforce any *regulatory* obligations** imposed on employers under that Rule.
>
> ... [The *vacatur* order] **prohibit[s] any new enforcement action** under the Rule.

Perez v. Perez, No. 14-682 (N.D. Fla. Sept. 4, 2015) (ECF Doc. 60, at *1-2 & 2 n. 1) (emphasis in bold added) (emphasis in italics in original). DOL has never issued a public notice or comment that it was rescinding this prior practice.

On August 28, 2015, plaintiff filed an "Unopposed Motion to Clarify Permanent Injunction." *Perez v. Perez*, No. 14-682 (N.D. Fla. Aug. 28, 2015) (ECF Doc. 58, at *1). It is important to distinguish what the motion does **not** do from what it does. The motion takes no issue with the *vacatur* remedy; in fact, the only reference to a *vacatur* of any type occurs in the context of an unrelated case. *Id.* The unstated premise for the motion is that the sauce-for-the-goose-is-sauce-for-the-gander approach that plaintiff successfully argued to the federal court to apply the same reasoning to the 2008 H-2B regulations as it did to the 2012 H-2B regulations, did not apply to the same remedy. Thus, the motion misleadingly focuses exclusively on the injunctive relief. The plaintiff requested that the court clarify that the permanent injunction against enforcing the 2008 H-2B regulations "was not intended to deprive DOL of its authority to enforce compliance with the substantive work terms contained in labor certifications issued pursuant to the 2008 Regulation prior to the entry of the Court's permanent injunction." *Id.* (emphasis in original). Accordingly, plaintiff sought an order clarifying that the "permanent injunction ... only enjoined DOL from using the 2008 regulations to issue new labor certifications for H-2B workers and did not enjoin DOL from using its enforcement powers to ensure compliance with the terms and conditions of work promised in labor certifications approved prior to the effective date of the Court's injunction." *Id.* In response, DOL refrained from taking a position and merely recounted the impact of the *vacatur* and DOL's inability to pursue enforcement actions.

The federal court ruled on plaintiff's motion to clarify the permanent injunction by stating in its entirety:

> The relief requested is GRANTED. The Court clarifies that the **permanent injunction** was not intended to, and does not, apply **retroactively**.

Appx 111, *Perez v. Perez*, No. 14-682 (N.D. Fla. Sept. 4, 2015) (ECF Doc. 62, at *1) (emphasis added).

1. This Court Lacks Subject Matter Jurisdiction Based on the 2008 H-2B Regulations That DOL Voluntarily Replaced and Superseded by the 2015 H-2B Regulations. The well-established rule is that a regulation ceases to have operative effect when it is replaced by another regulation. This is the rule from *Abington Memorial Hosp. v. Heckler*, 750 F.2d 242, 244 (3d Cir. 1984), and it has been repeatedly followed. *E.g.*, *Mason Gen. Hosp. v. Secretary of the Dep't of Health & Human Servs.*, 809 F.2d 1220, 1223 (6th Cir. 1987); *Menorah Med. Ctr. v. Heckler*, 768 F.2d 292 (8th Cir. 1985); *Lloyd Noland Hosp. & Clinic v. Heckler*, 762 F.2d 1561, 1569 (11th Cir. 1985). *See also Center for Science in the Pub. Interest v. Regan*, 727 F.2d 1161, 1164 (D.C. Cir. 1984) (subsequent regulation "displaced" or "superseded" a prior regulation, and the prior regulation became "a dead letter, and cannot be revived"). This rule applies because the 2015 H-2B regulations replaced the 2008 H-2B regulations. This fact is stated in the 2015 H-2B regulations themselves, was the pivotal reason why the federal court lifted its stay, and is also reflected in numerous other contemporaneous administrative and litigation records. The Secretary of Labor might have resurrected the 2008 H-2B regulations merely by sanctioning them in a legitimate rulemaking proceeding, but once the Secretary of Labor chose to rush through with a replacement and to forgo public notice and comment, enforcement actions based upon the 2008 H-2B regulations were doomed and the policy dice were cast.

The Administrator has not rebutted this black-letter principle of administrative law. Rather, the Administrator apparently contends that this is a regulatory issue for which the agency's tribunals lack jurisdiction. Quite the opposite is true. Because the 2015 H-2B

regulations explicitly adopted the policy of replacing the 2008 H-2B regulations and abandoning the previous enforcement regime, the ARB has no choice but to decline subject matter jurisdiction. *Prince v. Westinghouse Savannah River Co.*, ARB No. 10-079, slip op. at *9 (ARB Nov. 17, 2010) (the ARB does not have "jurisdiction to pass on the validity of any portion of the Code of Federal Regulations ... and shall observe the provisions thereof ....").

2. This Court Lacks Subject Matter Jurisdiction Based on the 2008 H-2B Regulations When Those Regulations Were Vacated by a Court Order That Is Necessarily Retroactive. Even if the Secretary of Labor had not conclusively established his enforcement policy, the same result would have obtained by virtue of the federal court's *vacatur*. The ARB has already pointed to the seminal case defining a *vacatur*. *Administrator v. Strates Shows, Inc.*, No. 15-069, slip op. at *4 (ARB June 30, 2017) (*quoting Action on Smoking & Health v. Civil Aeronautics Bd.*, 713 F.2d 795 (D.C. Cir. 1983) (*per curiam*)). The operative effect of the *vacatur* was that it took the 2008 H-2B regulations "off the books," *AFL-CIO v. Chao*, 496 F. Supp. 2d 76, 84, 85, 92 (D.D.C. 2007), and "wipe[d] the slate clean," *National Labor Relations Bd. v. Goodless Bros. Elec. Co.*, 285 F.3d 102, 110 (1st Cir. 2002). After the *vacatur*, the 2008 H-2B regulations simply "do[ ] not exist," just as the Secretary of Labor acknowledged during the oral argument to the federal judge. *See also Crum v. Colvin*, No. C14-4055, 2015 U.S. Dist. Lexis 113551, slip op. at *20 (N.D. Iowa Aug. 27, 2015) (the original findings "no longer existed" after *vacatur*). Needless to say, if the regulations do not exist, they cannot be enforced.

The Administrator's sole argument is that the "clarification" order – somehow – resuscitated something that no longer existed. The flaws in this argument are numerous.

a. The clarification cannot cure the replacement. Regardless of the efficacy of the *vacatur*, it cannot overcome the fact that the Secretary of Labor repealed the 2008 H-2B regulations by adopting replacement regulations. There was nothing left to clarify because the replacement regulations effectively mooted the 2008 regulations. *See, e.g., Bayou Lawn & Landscape Servs. v. Secretary of Labor,* No. 15-10623, slip op. at *4 (11th Cir. Nov. 5, 2015) (remanding for trial court to determine whether replacement of 2012 H-2B regulations by the 2015 H-2B regulations mooted the appeal).

b. *Vacatur* was mandatory. Rather than focusing on a single event, it is helpful to observe the context. The pertinent statute made *vacatur* the mandatory remedy, 5 U.S.C. § 706 (2) (the court "shall ... hold unlawful and **set aside** agency action ... found to be ... in excess of statutory jurisdiction [or] authority") (emphasis added); *Citizens to Preserve Overton Park, Inc. v. Volpe*, 401 U.S. 402, 413-14 (1971) ("**In all cases** agency action must be set aside ... if the action failed to meet statutory, procedural, or constitutional requirements.") (emphasis added), and this was especially true when the federal court found that the 2008 regulations were issued without authority, *e.g., Defenders of Wildlife v. Jackson*, 791 F. Supp. 2d 96, 117 (D.D.C. 2011) (substantive infirmity "mandates" *vacatur*); *AFL-CIO v. Chao*, 496 F. Supp. 2d 76, 91 (D.D.C. 2007) (same).

c. The *vacatur* was necessarily retroactive. "The principle that statutes operate only prospectively, while judicial decisions operate retrospectively, is familiar to every law student." *United States v. Sec. Indus. Bank*, 459 U.S. 70, 79 (1982). With a few exceptions not relevant here, the Supreme Court has been quite clear that judicial rulings necessarily apply retroactively. *Rivers v. Roadway Express, Inc.*, 511 U.S. 298, 311-12 (1994); *Heartland Regional Med. Ctr. v. Sebelius*, 566 F.3d 193, 196 (D.C. Cir. 2008) ("a principle announced in

adjudication is necessarily retroactive"); *Neustar, Inc. v. Federal Communications Comm'n*, 857 F.3d 886, slip op. at *20-21 (D.C. Cir. 2017) (case law mandating that judicial decisions have retroactive effect); *National Fuel Gas Supply Corp. v. FERC*, 59 F.3d 1281, 1289 (D.C. Cir. 1995) (*vacatur* of agency action by federal court must be given retroactive effect). *See generally* Daniel H. Conrad, *Filling the Gap: The Retroactive Effect of Vacating Agency Regulations*, 29 Pace Env'tl L. Rev. 1 (2011) (suggesting strong reasons supporting retroactivity of judicial vacatur of agency regulations). Once the federal court ruled that the 2008 H-2B regulations no longer existed, that **automatically** meant that they had never existed, *Reynoldsville Casket Co. v. Hyde*, 514 U.S. 749, 758-59 (1995) (court cannot use its remedial discretion to avoid retroactive application of a judicial decision), and the benefit of that ruling extended to non-parties. The Administrator's position leads to exactly the sort of disparate treatment that the Supreme Court eschews: Some are bound and some are not by the 2008 regulations. *See, e.g., James M. Beam Distilling Co. v. Georgia*, 501 U.S. 529, 538 (1991) (plurality opinion).

d. Rescinding the DOL rule required its own rulemaking. The Administrator's position amounts to an extra-legal effort to promulgate a rule. If the Secretary of Labor wants to establish a rule in light of the "clarification" order, then he should follow the prescribed steps for public notice and comment. Until that day comes, there is no such regulation for the ARB to follow. *See American Trucking Ass'ns, Inc. v. Frisco Transp. Co.*, 358 U.S. 133, 146 (1958) (agency may not use the "pretext" of "reopen[ing] prior proceedings to correct a[n inadvertent] mistake," then use the occasion to "execute a subsequently adopted policy."); *Cumberland Med. Ctr. v. Secretary of Health & Human Servs.*, 781 F.2d 536, 539 (6th Cir. 1986) (rescinding a rule requires the same steps as promulgating a rule).

e. The federal court had no basis for modifying the retroactive *vacatur*. The federal court never perfected a basis for substantively modifying the prior judgment, which had been final for some months. Under Fed. R. Civ. Proc. 60 (a), the federal court could have corrected clerical errors, but that option cannot be used to make substantive changes, such as those advocated by the Administrator. Joseph T. MacLaughlin, *Relief from a Judgment or Order*, in 12 James W. Moore, *Moore's Federal Practice* § 60.11 [1] [c], at 60-34 to -36 (3d ed. 2017) (clarification is limited to non-substantive clerk's errors). To make the substantive changes that the Administrator claims, the federal court had to proceed under Fed. R. Civ. Proc. 60 (b), and was obligated to make supporting findings regarding such facts as mistakes, inadvertence, fraud, etc. Having failed to make any supporting findings, the Administrator has not established a basis for the substantive change he claims.

f. The vacatur remains clear and unambiguous. The federal court's "clarification" is clear on the only pertinent fact: The federal court made no attempt to alter the *vacatur*. Beginning with the judgment on the 2012 H-2B regulations, and again on the 2015 H-2B regulations, the federal court deployed 2 overlapping yet distinct remedies. A *vacatur* is a form of equitable relief. *Black Warrior Riverkeeper, Inc. v. Army Corps of Eng'rs*, 781 F.3d 1271, 1290 (11th Cir. 2015). A *vacatur* both "preserves" the *status quo*, *AFL-CIO v. Chao*, 496 F. Supp. 2d 76, 92 (D.D.C. 2007), and "suspends" the duty to comply, *Alabama Power Co. v. United States Env'tl Protection Agency*, 40 F.3d 450 (D.C. Cir. 1994) (*vacatur* suspends the duty to comply). As we have seen, a *vacatur* is the mandatory remedy for proceeding without lawful authority. This contrasts with an injunction, which is "[a] court order commanding or preventing an action" that "operat[es] *in personam*." *Black's Law Dictionary* 904 (Bryan A. Garner ed. 10th ed. 2014). Injunctions are, by definition, prospective and directed to future

conduct; it is not the role of an injunction to address prior conduct. An injunction is a "classic example of judgments that have prospective application." Joseph T. MacLaughlin, *Relief from a Judgment or Order*, in 12 James W. Moore, *Moore's Federal Practice* § 60.47 [1] [d], at 60-174 (3d ed. 2017). In adopting this belt-and-suspenders approach, the federal court was careful to point out that each remedy was tailored to serve a different legal need; they were not redundant remedies. *See Kinkead v. Humana, Inc.*, 206 F. Supp. 3d 751, 754 (D. Conn. 2016) (*vacatur* sets aside "entire rule, not merely to preclude its enforcement in a particular case"). So, when the federal court entered its clarification of the injunction, it said utterly nothing regarding the primary remedy of *vacatur*.

g. Only the federal court may interpret its judgment. Finally, even if it was possible to construe the clarification as creating ambiguity for the *vacatur*, the question remains: Who clarifies the clarification? The answer is most certainly not a party, such as the Secretary of Labor, regardless of how "reasonable" that interpretation might be, because the Secretary of Labor has no such statutory authority, nor has he cited to any. The answer is also not another court or the ARB. *See, e.g., State v. Trump*, No. 17-00050, slip op. at 2 n. 3 (D. Hawaii July 6, 2017) (in the travel ban case, the trial court was not authorized to interpret the Supreme Court's injunction). The ARB is especially handicapped because it is required to "adhere to the rules of decision and precedent" that apply under organic statutes, 77 Fed. Reg. 69378, 69379 (Nov. 16, 2012), and the ARB is not "adher[ing]" if it is interpreting. Ultimately, it is up to the federal court itself to interpret its own judgments. The Administrator's motion for reconsideration is nothing more than an attempt to convert the ARB into an Article III court, and not just any court, but the Northern District of

Florida. The fact that the Administrator has not gone back to the federal court to clarify the clarification says it all.

B. The 2008 Regulations Are Not Enforceable Because DHS Improperly Extended Authority to DOL

The Pensacola court's *vacatur* is not the end of the Administrator's problems. The same result obtains for completely separate reasons. As the Tenth Circuit has held, Congress has never authorized DHS to redelegate its rulemaking and adjudicative functions *in particular* to DOL. *G.H. Daniels III & Assocs., Inc. v. Perez*, No. 13-1479, 2015 U.S. App. Lexis 15689, at *13 n. 10 (10th Cir. Sept. 3, 2015). Without this inter-agency redelegation of authority, DOL had no basis for promulgating the 2008 regulations. The Administrator has not been held to the implications of that decision in an enforcement action, but it reaches the same result: the 2008 regulations are not enforceable.

C. The Administrator Is Not Free to Choose between Procedural Provisions in the 2008 and 2015 Rules Without Going Through Notice and Comment

One of the consequences of the Administrator picking and choosing what to enforce is the belief that he is free to enforce 2015 procedural provisions. The Administrator cannot have it both ways. Under the Administrator's theory, the procedural provisions from both 2008 and 2015 are valid, and the only proper way to choose is through public notice and comment, which has never happened. *See* 5 U.S.C. § 553 (b).

Respondent is prejudiced by this procedural breach. The procedural provisions diverge in material ways that have a direct bearing on the Respondent's rights and the ability to defend itself, and the Administrator is arbitrarily choosing which version it will enforce. Further, the Administrator is applying the procedural rules from 2015 retroactively,

something that it cannot do without express congressional authority. *Bowen v. Georgetown Univ. Hosp.*, 488 U.S. 204, 208 (1988).

D. The Administrator Is Usurping the Authority of the Employment and Training Administration

As we have seen, it is ETA's responsibility to issue job codes. The Administrator is improperly trenching upon the authority of a coordinate agency by attempting to impose alternative job codes, all without following the strictures imposed by ETA. ETA has the authority to enforce its own regulations and already approved the job codes at issue in this case. The Administrator's attempt to assign completely different job codes is a step too far.

III. RESPONDENT WAS NOT PLACED ON NOTICE OF ANY PERTINENT REGULATORY REQUIREMENTS

The Administrator has attempted to enforce as regulatory "requirements" certain responsibilities that simply are not provided by regulation. For example, the Administrator is expressly relying on Attestation #13 in the #9142. Exhibit 2 ("The ... reason(s) for temporary need ... being requested for certification have been truly and accurately stated on the application."). However, the Department may not enforce a rule that is not found in the clear text of the published regulations themselves, and such attestations are not enforceable, only the contents of regulatory requirements. *Nokia Siemens Networks US LLC*, No. 2012-PER-02714, slip op. at *1-2 (BALCA July 1, 2016) (*per curiam*) (a certifying officer "may not deny an application based on a ... failure to comply with an unwritten requirement that has no basis in the clear text of the regulations.") < https://www.oalj.dol.gov/Decisions/ALJ/PER/2012/SUMELAHTI_MARKKU_TAP_v_NOKIA_SIEMENS_NETWOR_2012PER02714_(JUL_01_2016)_065651_CADEC_SD.PDF >; *Symantec Corp.*, 2011-PER-01856, slip op. at *8 (BALCA July 30, 2014) (*en banc*)

(same) <

https://www.oalj.dol.gov/Decisions/ALJ/PER/2011/In_re_SYMANTEC_CORPORATION_2011PER01856_(JUL_30_2014)_111232_MODIS_SD.PDF#search=2011-PER-01856

>; *Island Holdings LLC*, No. 2013-PWD-00002, at *8, 11 (BALCA Dec. 3, 2013) (*en banc*) (employer incurs no obligation unless contained in the codified regulations contained in the Code of Federal Regulations). As enunciated by BALCA:

> The Department may not require an employer to attest to a condition that is not required by the regulations. This is because the Department cannot impose additional legal obligations on a regulated party without following the procedures mandated by the APA.

Id. at *13. *See also* 29 C.F.R. § 655.60 (b) (a "substantial failure" is "fail[ing] to meet any of the conditions of the labor certification application attested to, *as listed in § 655.22* ....") (emphasis added). Not only is there no regulatory requirement in § 655.22 for accurately stating the job duties that will be performed, as opposed to the "reasons for temporary need," but the Administrator has failed to show that the Respondent's statement of temporary need was false in any regard. "Temporary need" is a term of art under the H-2B regulations and has nothing whatsoever to do with what concerns the Administrator, which is the comprehensiveness of the job-duty description. *See* 73 Fed. Reg. 78020, 78042 (Dec. 19, 2008) ("reasons for temporary need" in § 655.22 (n) is directed to "the reasons underlying the temporary need in its labor certification request").

This leads to the next "violation" not contained in the DOL regulations. There is no regulatory requirement that every single job task must be stated, nor is there a statement in § 655.22 that omitting job tasks is a violation. § 655.22 (n) is directed to the veracity of what is stated, not whether the job details are comprehensive. "Tasks" are defined as "specific work activities that can be unique for each occupation," whereas "work activities" are "the

kinds of tasks that may be performed across multiple occupations." < https://www.onetonline.org/help/online/details > There are no governing regulations within § 655.22 that require, much less explain, how to undertake a task analysis when a "square" job does not fit snugly in a "round" job code.

These shortcomings are ably illustrated by *Administrator v. Peter's Fine Greek Food, Inc.*, No. 2012-PED-00001, at *7 (OALJ Sept. 25, 2013), *aff'd*, No. 14-003-A (ARB Feb. 26, 2014). After reviewing all of the witness statements, the Administrator had no criticism of the 2011 job description, but the 2012 job description was criticized by the Wage and Hour Division witness because it deleted cooking as "the primary job duty." *Id.* The WHD witness could not answer "how best to list a job which involves varied responsibilities," such as the counter attendants at issue. *Id.* Although there was no criticism for failing to list *driving* as a job duty, *id.* at *7-8, it was noted that driving was a job duty, *id.* at *9. The ALJ was "troubled" that cooking was deleted as "a primary duty," but made no comment about failing to list driving as a job duty. *Id.* at 18.

Finally, there is no regulatory requirement placing Respondent on notice that listing the "job title" on the I-129 had any significance whatsoever. In fact, listing job duties in the I-129 was expressly declared "optional" for employers. Exhibit 13, *Optional Checklist for I-129 H-2B Filings. See also* Exhibit 12, *Instructions for I-129* (no relevant instructions for completing the I-129).

Because there are no regulatory requirements governing misclassifications, how much depth should be provided in job details, or how employers are to perform task analyses, Respondent was put on notice of nothing.

IV. RESPONDENT DID NOT SUBSTANTIALLY VIOLATE ANY REGULATORY REQUIREMENTS

Even if Respondent was put on notice of enforceable regulatory requirements, any such failure must be "substantial." 29 C.F.R. § 655.60 (b). Respondent has already demonstrated that there were no violations of regulatory requirements in Attestation #13, § 655.22 (n), or the I-129's part 5, question 1, so needless to say, there were no "substantial" violations. There is no regulatory requirement that there is a substantial failure when 9 out of 246 H-2B employees (3.6%) perform duties arguably outside of their job code. This is all the more apparent from the definition of a "substantial violation," which requires a "pattern or practice" of misdeeds, 29 C.F.R. § 655.31 (d) (1), something not shown here.

The element of "substantiality" has even greater significance in misclassification cases. Even if there is a "pattern or practice," there is no "substantial violation" unless the H-2B workers were employed "in an activity/activities, not listed in the job order (other than an activity minor and incidental to the activity/activities listed in the job order) ...." 29 C.F.R. § 655.31 (d) (1) (v). There are several general practices that elevate the "incidental-duty" rule to a legal question ripe for summary judgment.[1]

- Under the H-2A program, "incidental activities" for agricultural labor includes operating roadside retail stands, managing pick-your-own activities, and driving a tractor for a hay ride. 73 Fed. Reg. 77110, 77117 (Dec. 18, 2008). It would be difficult or impossible to list all potential "minor and incidental" job responsibilities. *Id.* at 78118. Such activities must be less than 20% of the total time worked on the certified job duties and must be "incidental" to the certified agricultural labor. *Id.* at 77117. This rule was developed concurrently with the 2008 DOL rule.

- Workers with dual positions in which they both perform the assigned tasks and supervise others performing the same work "are coded with the workers they supervise" when they "spend *less than 80% of their time supervising*." http://www.bls.gov/soc/soc_2010_user_guide.pdf pages xii-xiii (emphasis added).

[1] Needless to say, Respondent factually disputes that the Administrator's alternative job codes describe the work performed by these H-2B workers.

These rules of thumb, ostensibly adopted for other visas or working conditions generally, should be applied to the H-2B program under the rule of *GT Trans, Inc.*, 2016-TLN-29, at *6 (BALCA Apr. 15, 2016) (borrowing the H-1B definition of "place of employment" to define the interchangeable term, "worksite) and *Brook Ledge, Inc.*, 2016-TLN-00033, at *5-6 (BALCA May 10, 2016) (same).

V. RESPONDENT DID NOT WILLFULLY OR SUBSTANTIALLY FAIL TO COMPLY WITH ANY REGULATORY REQUIREMENTS

Although there may be an issue of fact whether Respondent could reasonably rely on the professional advice of its H-2B agent, Respondent reasonably relied on DOL's and DHS's own pronouncements as a matter of law. In its #9142, Respondent was careful to note that it provided mobile housing for use during its itinerary "valued at $125.00 per week," and local convenience travel when operating at a particular location "valued at $25 per week." Exhibit 2, at pp. 035. Respondent also provided visa and inspection fees, pre-payment plans, international travel in and out of the country, and bonuses or merit pay.

The legal principle upon which Respondent seeks summary adjudication is that it was entitled to credit for providing these "facilities." Most importantly, there is no dispute that Respondent is exempt from the Fair Labor Standards Act, and the H-2B program specifically authorized credit for these items.

Caselaw has already resolved that mobile carnival operators are entitled to these credits under the H-2B program. The absence of an enforceable regulation (at least before 2015) allowed a traveling carnival to take credit for providing mobile housing under DOL's 2008 regulations because those regulations did "not inform Respondent that [the] FLSA [primary benefit rule] is applicable ...." *Administrator v. Wade Shows, Inc.*, No. 2013-TNE-1,

at *8 (OALJ Apr. 10, 2015) (granting summary judgment on mobile housing credit), *aff'd in part & dismissed*, No. 15-052 (ARB June 20, 2017), *modified on other grounds*, No. 15-052 (ARB Sept. 11, 2017).

DHS has been just as clear. An H-2B employer may charge

> "as a condition of ... employment" for "transportation to such employment and any government-mandated passport, visa, or inspection fees, to the extent that the passing of such costs to the beneficiary is **not prohibited by statute** ...."

8 C.F.R. § 214.2 (h) (6) (i) (B) (emphasis added). *Accord* USCIS, *Instructions for Petition for a Nonimmigrant Worker* at 13 (Oct. 23, 2014) ("Unless the payment of such fees by a worker is prohibited under law," the employer may recover "the lower of the actual cost or fair market value of transportation to the offered employment, and ... any government-mandated passport, visa, or inspection fees.") < http://www.uscis.gov/sites/default/files/files/form/i-129instr.pdf >.

And in 2013 at the time of these purported violations, DOL was just as clear. For nearly 80 years, no regulation, court decision, WHD opinion letter, or any other authority – under either the FLSA since its original passage in 1938 or the INA's H-2/H-2B program since 1952 – had ever suggested that mobile employers must provide housing free of charge. The carnival industry has been exempt from the FLSA in all pertinent respects, either as a "retail establishment" or more recently as an "amusement or recreational establishment" under 29 U.S.C. § 213 (a) (3). House Comm. on Education & Labor, *Fair Labor Standards Amendments of 1965: Report to Accompany H.R. 10518*, H. Rep. No. 89-871, at 51 (Comm. Print Aug. 25, 1965) (carnivals and circuses are quintessentially representative of the amusement exemption); Wage and Hour Division, *Opinion Letter No. WH-623*, 1967 DOLWH Lexis 164, at *2 (June 22, 1967) (the amusement exemption applies to "county

and State fair employees, employees of larger expositions, and employees of concessionaires operating on the premises of such establishments ...."); Wage and Hour Division, *Opinion Letter No. WH-388*, 1976 DOLWH Lexis 2, at *2 (Aug. 10, 1976) (the amusement exemption includes carnivals and circuses); Wage and Hour Division, *Field Operations Handbook* § 25j14 (1994) (carnivals and circuses are exempt) < www.dol.gov/whd/foh/index.htm >. *See also* 112 Cong. Rec. 20593, 20595 (Aug. 25, 1966) (students working in "resort areas" typically are provided food and lodging, and this is considered part of their wages) (remarks of Rep. Yarborough).

Despite the 2015 IFR, the Department has frequently taken the position that mobile amusement employers do not have any special responsibilities. 49 Fed. Reg. 25837, 25843 (June 25, 1984) (H-2B employees are responsible for the expense of relocating to take the job); Paul DeCamp, Administrator, Wage and Hour Division, Field Assistance Bulletin No. 2007-1 (May 2, 2007) (only H-2B restriction on all housing, including mobile housing, is the usual FLSA rules) < https://www.dol.gov/whd/FieldBulletins/FieldAssistanceBulletin2007_1.htm >; *E-mail from Chicago National Processing Center to Kathy Pierce* at 2 (June 16, 2009) (no unique requirements for mobile carnival housing under H-2B program); *DOLETA Regulatory Agenda Chat* at 2:16 PM (July 14, 2011) < http://www.dol.gov/regulations/chat-eta-201107.htm > (declining to address how the FLSA exemption for amusement operators affects H-2B wages or working conditions).

But the Department has gone much further and has affirmatively indicated that mobile amusement employers have no responsibility to provide free housing and, in fact, may deduct for that housing. The NPRM and the 2008 Rule were quite clear. 73 Fed. Reg.

29942, 29952 (May 22, 2008) (DOL "will **continue** to permit employers, consistent with the Fair Labor Standards Act ..., to make reasonable housing and transportation deductions ....") (emphasis added); 73 Fed. Reg. 78020, 78039 (Dec. 19, 2008) ("The Department will **continue** to permit employers, consistent with the Fair Labor Standards Act ..., to make deductions from a worker's pay for the reasonable cost of furnishing housing and transportation, as well as worker expenses such as passport and visa fees ....") (emphasis added). When the industry asked the Department specifically for guidance, the Department confirmed this policy in writing. Exhibit 14, *E-mail from Chicago National Processing Center to James Judkins* at 1 (Aug. 12, 2008) ("Employers are **not** obligated to pay for housing for the foreign worker under the H-2B program.") (emphasis added). When industry asked about its responsibility when employees choose to provide their own bunkhouses, DOL replied that there was no obligation to compensate workers who chose to provide their own bunkhouses. *Id.* ("There is no 'formula' to properly compensate a worker with a trailer.").

Nor did the Department treat the mobile amusement industry any differently. This is also the same position that the Department took with other mobile industries. *E.g.,* DOLETA, *Special Guidelines for Processing H-2B Temporary Labor Certification in Tree Planting and Related Reforestation Occupations*, TEGL 27-06 (June 12, 2007) (job posting for mobile tree planters must describe "housing" benefits only "if applicable") < http://wdr.doleta.gov/directives/attach/TEGL/TEGL27-06.pdf >; DOLETA, *Special Guidelines for Processing H-2B Temporary Labor Certification in Tree Planting and Related Reforestation Occupations*, TEGL 27-06 (June 12, 2007) (mobile tree planters may charge for housing, but must disclose it in the ETA 750 because of MSPA requirements) ; Department of Labor, Wage and Hour Division, *Fact Sheet #63: Application of Federal Labor Laws to*

Reforestation at 3 (July, 2010) (wide-ranging discussion of FLSA and H-2B obligations of reforestation employers, including "The cost of providing housing may be creditable towards meeting the employer's minimum or prevailing wage payment obligation.").

The 2008 Rule merely provided that deductions must be "reasonable," but was careful not to trample on congressional prerogative and FLSA exemptions. 20 C.F.R. § 655.22 (g) (1) (2008) ("All deductions must be reasonable. However, an employer subject to the FLSA may not make deductions that would violate the FLSA."). In fact, a public comment specifically suggested that the "primary benefit" test be adopted in the H-2B program, but DOL declined to do so. 73 Fed. Reg. 78020, 78038 (Dec. 19, 2008). Another public comment requested the Department to adopt FLSA into the H-2B program, but the Department declined to do so. 73 Fed. Reg. 78020, 78037-38 (Dec. 19, 2008).

If necessary, Respondent will provide dozens of applications that DOL routinely approved before, during, and after the 2013 season, along with WHD audits that failed to issue citations, despite clear evidence that the mobile employer either took a deduction, credit, or otherwise failed to provide "free" housing. This practice continued right up until the 2015 IFR was adopted, and there were even more that were approved after the 2015 IFR was adopted.

The amount of the credit owed will be determined later as a factual matter. For now, Respondent contends that, as a matter of law, it is entitled to claim credit for these "facilities" regardless of whether they were extended before, during, or after those few weeks comprising the audit period.

VI. THE REMEDY OF "BACK WAGES" IS NOT AVAILABLE FOR MISCLASSIFICATION

There are multiple problems with the Administrator's attempt to invoke – as well as calculate – "back wages" as a an approved remedy. To begin, "back wages" are only available under the narrow circumstance that the employer failed to pay "wages at the wage level specified under the application ...." 20 C.F.R. § 655.65 (i). There is no dispute that Respondent paid the "offered wage" at all times as required under 20 C.F.R. § 655.22 (e), so the remedy of "back wages" is not available. *Cf.* 20 C.F.R. § 655.65 (a) (civil money penalties "are equal to the difference between the amount that should have been paid [**i.e.**, the offered wage] and the amount that actually was paid").

Next, as a matter of law, even if a "back wage" remedy was available, the Administrator was required to limit any "back wage" remedy to the time that the H-2B worker was actually working in that alternative job code. *See* 77 Fed. Reg. 10038, 10048 (Feb. 21, 2012) (if U.S. laborer moved up to perform H-2B supervisor duties, "then that laborer would be entitled to the H-2B prevailing supervisory rate *for those hours actually worked as a supervisor.*") (emphasis added). The Administrator's calculations run the entire audit period, even though drivers might be driving only a few hours every other week.

As a matter of law, the Administrator's calculations incorrectly assumed that every worker worked precisely 40 hours per week, but the Respondent was careful to explain that workhours fluctuated widely based upon a broad range of factors, such as weather, event hours, *etc.* Exhibit 2, at pp. 033.

As a matter of law, the Administrator's calculations falsely assumed that the prevailing wage rate for the alternative job codes was a single, fixed figure as if carnival operators were fixed-site employers. In fact, entertainers such as carnival operators continue to operate under special procedures under which they are obligated "to pay the

applicable wage for each location listed on the itinerary for work performed *in that location.*" DOLETA, *Temporary Labor Certification/H-2B Entertainers*, TEGL 31-05, at *3 (May 31, 2006) (emphasis added).

VII. THIS ACTION IS TIME-BARRED BY THE STATUTE OF LIMITATIONS AND THE DOCTRINE OF LACHES

The Administrator's enforcement action is time-barred. The relevant timeline is:

- November 7, 2012 – #9142 submitted
- December 14, 2012 – DOL approves #9142
- December 17, 2012 – I-129 submitted
- January 4, 2013 – USCIS approves I-129
- February 1, 2013 – Respondent's season begins
- February 6, 2018 – Administrator's mails determination letter

This case is governed by the 5-year statute of limitations under 28 U.S.C. § 2462: "an action ... for the enforcement of any civil fine, penalty, or forfeiture, pecuniary or otherwise, shall not be entertained unless commenced within five years from the date when the claim first accrued ...." *See, e.g., Gabelli v. Security Exch. Comm'n*, 568 U.S. 442, 454 (2013) (agency cannot collect monetary sanctions for conduct that occurred more than 5 years before commencing the action; claim accrues "when the plaintiff has a complete and present cause of action.") In this instance, the Administrator had a complete and present cause of action when the Respondent submitted allegedly false documents in November and December, 2012, well outside of the 5-year statute of limitations.

Further, the Administrator is barred by the equitable doctrine of laches. Not only did the Administrator wait an inordinately lengthy time, but the delay substantially prejudiced Respondent. The witnesses have now dispersed and are beyond the subpoena power. Further, since at least July, 2013, the prevailing wage data has been unavailable to the public, thereby thwarting Respondent's ability to defend the case.

VIII. MR. MICHAEL BRAJEVICH IS NOT INDIVIDUALLY LIABLE

The Administrator has not made any determinations against Mr. Brajevich in his individual capacity. The determination letter indicates that the investigation was "of" the corporate entity, Butler Amusements, Inc. Exhibit 9, at pp. 092. It was "Butler Amusements" that "committed the [pertinent] violations" of the I-129 and #9142. *Id. See also* id. at 093 (Butler Amusements "violated" the I-129 and #9142); id. at 096 (same). Butler Amusements alone was responsible for placing the workers in the unauthorized positions. *Id.* at 096. It was Butler Amusements that was "liable for any ongoing violations." *Id.* at 092. It was Butler Amusements that was responsible for paying the back wages and civil money penalties, and in the amounts listed, and within the time limit, unless Butler Amusements alone exercised its right and requested a hearing. If Butler Amusements failed to make a timely request for a hearing, the determination letter was final. If Butler Amusements failed to pay, then Butler Amusements could be debarred from the H-2B program. It was Butler Amusements that had been previously provided with the calculations. Butler Amusements alone was responsible for withholding appropriate deductions and and paying contributions to the tax authorities.

In contrast to Butler Amusements, which was specifically inculpated 14 times, Mr. Brajevich was mentioned exactly once, and that is because he was the addressee and designated point of contact for the Respondent. There is no basis, as a matter of law, to believe that Mr. Brajevich should be designated in the case caption as an individual Respondent because the Administrator never intended to charge him with anything.

It is not surprising that the determination letter would be directed to Butler Amusements as the employer. Both the #9142 and the I-129 identified Butler Amusements,

Inc., as the employer and Mr. Brajevich as the employer's contact. Exhibit 2, at pp. 025; Exhibit 3, at pp. 042. It is the "employer" that is subject to administrative action. 29 C.F.R. § 655.31 (a) (1).

CONCLUSION

For the foregoing reasons, Respondent prays that its motion for summary judgment be granted and that the parties submit a revised litigation plan in light of those rulings.

R. WAYNE PIERCE
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Annapolis, MD 21401
Phone: 410-573-9955
Fax: 410-573-9956
Email: wpierce@adventurelaw.com

Attorney for Respondent

CERTIFICATE OF SERVICE

Respondent Butler Amusements, Inc. hereby certifies that on **May 30, 2018,** copies of the following:

1. Respondent's Opposed Motion for Summary Judgment
2. Proposed Order
3. Supporting Exhibits

Were mailed, and a copy was e-mailed, to:

Susan Seletsky
Office of the Solicitor
U.S. Department of Labor
350 South Figueroa Street, Suite 370
Los Angeles, CA 90071
Ph: (213) 894-4983
Fax: (213) 894-2064

seletsky.susan@dol.gov

And a courtesy copy was mailed to:
Judge Richard M. Clark
U.S. Department of Labor
Office of Administrative Law Judges
90 Seventh Street, Suite 4-800
San Francisco, California 94103-1516

And telefaxed and Federal Expressed to:
Chief Docket Clerk
Office of Administrative Law Judges
800 K Street NW, Suite 400
Washington, DC 20001-8002

R. Wayne Pierce

R. WAYNE PIERCE

EXHIBIT LIST

Exh. #	Description	Date	Bates p.
1.	ETA Form 9141	(Nov. 2, 2012)	001
2.	ETA Form 9142 and Attachments	(Dec. 14, 2012)	021
3.	I-129	(Dec. 17, 2012)	041
4.	I-797B Visa Approval Notice	(Jan. 4, 2013)	081
5.	Summary of Unpaid Wages	(Nov. 22, 2012)	083
6.	E-mail from Wayne Pierce re Summary of Final Conference	(Dec. 27, 2013)	085
7.	E-mail from Carrie Aguilar re Website for Wage Rates	(Feb. 25, 2014)	089
8.	Revised Summary of Unpaid Wages	(Feb. 25, 2014)	090
9.	Determination Letter	(Feb. 6, 2018)	092
10.	Instructions for 9141	(expired Oct. 31, 2012)	122
11.	Instructions for 9142	(expired Oct. 31, 2015)	127
12.	Instructions for I-129	(expired Oct. 31, 2013)	135
13.	Optional Checklist for I-129 H-2B Filing	(Nov. 27, 2012)	159
14.	E-Mail from Chicago National Processing Center to James Judkins	(Aug. 12, 2008)	163

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES

In the Matter of:	*	
ADMINISTRATOR,	*	
WAGE & HOUR DIVISION		**Case No.:** 2018-TNE-00019
Prosecuting Party	*	
		WHD Reference #: 1689932
v.	*	
BUTLER AMUSEMENTS, INC., and	*	
MICHAEL BRAJEVICH		
Respondent	*	

* * * * * * * * * * * * * * *

ORDER

Upon consideration of Respondent's Opposed Motion for Summary Judgment, it is, by the Office of Administrative Law Judges, on this _____ day of _____, 2018, hereby

ORDERED, that the Motion for Summary Judgment be and it is hereby GRANTED; and it is further

ORDERED, that the parties will confer and submit within 14 days a proposed litigation plan.

_____
Administrative Law Judge

OMB Approval: 1205-0466
Expiration Date: 10/31/2012

Application for Prevailing Wage Determination
ETA Form 9141
U.S. Department of Labor

Please read and review the instructions carefully before completing this form and print legibly. A copy of the instructions can be found at http://www.foreignlaborcert.doleta.gov/.

A. Employment-Based Visa Information

1. Indicate the type of visa classification supported by this application *(Write classification symbol)*: *	H-2B

B. Requestor Point-of-Contact Information

1. Contact's last (family) name *	2. First (given) name *	3. Middle name(s) *
JUDKINS	JAMES	KENDRICK
4. Contact's job title * Agent for the Employer		
5. Address 1 * JKJ WORKFORCE AGENCY, INC		
6. Address 2 32775 FM 106		
7. City * RIO HONDO	8. State * TX	9. Postal code * 78583
10. Country * UNITED STATES OF AMERICA	11. Province N/A	
12. Telephone number * 956-748-0550	13. Extension N/A	14. Fax Number 510-588-5547
15. E-Mail Address CARNIVAL.WORKFORCE@GMAIL.COM		

C. Employer Information

1. Legal business name * Butler Amusements, Inc.		
2. Trade name/Doing Business As (DBA), if applicable N/A		
3. Address 1 * 3003 SW 153rd Drive Suite 205		
4. Address 2 N/A		
5. City * Beaverton	6. State * OR	7. Postal code * 97006
8. Country * UNITED STATES OF AMERICA	9. Province N/A	
10. Telephone number * 503-643-6610	11. Extension N/A	
12. Federal Employer Identification Number (FEIN from IRS) * 770014796	13. NAICS code (must be at least 4-digits) * 713990	

D. Job Offer Information

a. Job Description:

1. Job Title * Amusement and Recreation Attendants - Traveling Carnival	
2. *Suggested* SOC (ONET/OES) code * 39-3091	2a. *Suggested* SOC (ONET/OES) occupation title * Amusement and Recreation Attendants

PW Tracking Number: P-400-12279-745190 Case Status: DETERMINATION ISSUED Validity Period: 11/02/2012 to 02/03/2013

Butler Exh. 1, pp. 001

Application for Prevailing Wage Determination
ETA Form 9141
U.S. Department of Labor

a. Job Description *(continued)*

3. Number of hours of work per week * Basic: 40 Overtime*: 0	3a. Hourly Work Schedule * From 01:00 PM to 10:00 PM
4. Job Title of Supervisor for the Workers (if applicable) Carnival Manager	
5. Does this position supervise the work of other employees? * ☐ Yes ☑ No	5a. If yes, number of employees worker will supervise (if applicable) N/A
6. Job duties – A description of the job duties to be performed **MUST** begin in this space. If necessary, add attachment to continue and complete description. * Perform variety of attending duties at amusement facility (traveling carnival). Set-up, tear-down, operate amusement rides, food concessions and/or games.	
7. Will travel be required in order to perform the job duties? * ☑ Yes ☐ No	7a. If "Yes", please explain the travel requirements: SEE ADDENDUM
8. Are there any other working conditions that affect the rate of pay? * ☑ Yes ☐ No	8a. If "Yes", please specify the working conditions. SEE ADDENDUM

Butler Exh. 1, pp. 002

Application for Prevailing Wage Determination
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U.S. Department of Labor

b. Minimum Job Requirements:

1. Education: minimum U.S. diploma/degree required * ☑ None ☐ High School/GED ☐ Associate's ☐ Bachelor's ☐ Master's ☐ Doctorate (PhD) ☐ Other degree (JD, MD, etc.)	
1a. If "Other degree" in question 1, specify the diploma/ degree required N/A	1b. Indicate the major(s) and/or field(s) of study required (May list more than one related major and more than one field) N/A
2. Does the employer require a second U.S. diploma/degree? *	☐ Yes ☑ No
2a. If "Yes" in question 2, indicate the second U.S. diploma/degree and the major(s) and/or field(s) of study required N/A	
3. Is training for the job opportunity required? *	☐ Yes ☑ No
3a. If "Yes" in question 3, specify the number of months of training required N/A	3b. Indicate the field(s)/name(s) of training required (May list more than one related field and more than one type) N/A
4. Is employment experience required? *	☐ Yes ☑ No
4a. If "Yes" in question 4, specify the number of months of experience required N/A	4b. Indicate the occupation required N/A
5. Special Requirements - List specific skills, licenses/certificates/certifications, and requirements of the job opportunity. * Prevailing Practice and State/Local regulations may require post-employment, scheduled and/or random drug checks (at the employer's expense). Background checks may be required.	

c. Place of Employment Information:

1. Worksite address 1 * 1301 South Fair Avenue	
2. Address 2 N/A	
3. City * Yakima	4. County * Yakima
5. State/District/Territory * WA	6. Postal code * 98901
7. Will work be performed in multiple worksites within an area of intended employment or a location(s) other than the address listed above? *	☑ Yes ☐ No
7a. If Yes in question 7, identify the geographic place(s) of employment with as much specificity as possible. If necessary, submit an attachment to continue and complete a listing of all anticipated worksites. SEE ADDENDUM	

Butler Exh. 1, pp. 003

OMB Approval: 1205-0466
Expiration Date: 10/31/2012

Application for Prevailing Wage Determination
ETA Form 9141
U.S. Department of Labor

E. Prevailing Wage Determination

FOR OFFICIAL GOVERNMENT USE ONLY	
1. PW tracking number P-400-12279-745190	2. Date PW request received 10/09/2012
3. SOC (ONET/OES) code 39-3091	3a. SOC (ONET/OES) occupation title Amusement and Recreation Attendants
4. Prevailing wage $ 8.98	4a. Wage level ☑ I ☐ II ☐ III ☐ IV ☐ N/A
5. Per: (Choose only one) ☑ Hour ☐ Week ☐ Bi-Weekly ☐ Month ☐ Year ☐ Piece Rate	
5a. If Piece Rate is indicated in question 2, specify the wage offer requirements :* N/A	
6. Prevailing wage source (Choose only one) ☑ OES ☐ CBA ☐ DBA ☐ SCA ☐ Other/Alternate Survey	
6a. If "Other/Alternate Survey" in question 6, specify N/A	
7. Additional Notes Regarding Wage Determination The wage entered in item E.4 reflects the area of intended employment entered in D.c.4 and D.c.5. SEE ADDENDUM FOR ADDITIONAL WORKSITE WAGE DETERMINATIONS	
8. Determination date 11/02/2012	9. Expiration date 02/03/2013

F. OMB Paperwork Reduction Act *(1205-0466)*

Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. Respondent's reply to these reporting requirements is mandatory to obtain the benefits of temporary employment certification (Immigration and Nationality Act, Section 101). Public reporting burden for this collection of information is estimated to average 55 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate to the Office of Foreign Labor Certification * U.S. Department of Labor * Room C4312 * 200 Constitution Ave., NW * Washington, DC * 20210. **Do NOT send the completed application to this address.**

Butler Exh. 1, pp. 004

ADDENDUM

SECTION D.a.7a: Travel Requirements

Employer is an Outdoor Traveling Amusement Attraction. Travel is required from event location to event location as per the attached itinerary. Transportation to/from each event location is offered to all employees under this job offer. Employer makes available transportation from venue to venue and scheduled transportation to laundry, shopping valued at $25.00 per week.

ADDENDUM

SECTION D.a.8a: Working Conditions

D.A.3.a varies from location to location due to a variety of factors, including hours set by the event organizers, local customs and regulations, weather and business conditions. Hours indicated are typical, evenings and weekends, and vary greatly. Merit increases and/or bonuses may be awarded at employer discretion. Employer makes available mobile housing valued at $125.00 per week.

Butler Exh. 1, pp. 006

Application for Prevailing Wage Determination
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U.S. Department of Labor

ADDENDUM

SECTION D.c: Additional Worksites

STATE	AREA BASIS	AREA
Washington	County/Township	YAKIMA - YAKIMA, WA MSA
California	County/Township	IMPERIAL - EL CENTRO, CA MSA
California	County/Township	SONOMA - SANTA ROSA-PETALUMA, CA MSA
California	County/Township	RIVERSIDE - RIVERSIDE-SAN BERNARDINO-ONTAR ...
Washington	County/Township	KITTITAS - CENTRAL WASHINGTON NONMETROPOL ...
California	County/Township	SAN BERNARDINO - RIVERSIDE-SAN BERNARDINO ...
Arizona	County/Township	MARICOPA - PHOENIX-MESA-SCOTTSDALE, AZ MSA
California	County/Township	ALAMEDA - OAKLAND-FREMONT-HAYWARD, CA ME ...
Washington	County/Township	CHELAN - WENATCHEE, WA MSA
California	County/Township	SAN JOAQUIN - STOCKTON, CA MSA
California	County/Township	MONTEREY - SALINAS, CA MSA
California	County/Township	STANISLAUS - MODESTO, CA MSA
Washington	County/Township	GRANT - CENTRAL WASHINGTON NONMETROPOLI ...
California	County/Township	CONTRA COSTA - OAKLAND-FREMONT-HAYWARD, ...
Arizona	County/Township	YUMA - YUMA, AZ MSA
California	County/Township	SACRAMENTO - SACRAMENTO--ARDEN-ARCADE--R ...
Washington	County/Township	SPOKANE - SPOKANE, WA MSA
California	County/Township	SAN MATEO - SAN FRANCISCO-SAN MATEO-REDWO ...
Washington	County/Township	WHITMAN - EASTERN WASHINGTON NONMETROPO ...
California	County/Township	SANTA BARBARA - SANTA BARBARA-SANTA MARI ...

ADDENDUM

SECTION D.c: Additional Worksites

STATE	AREA BASIS	AREA
California	County/Township	SANTA CLARA - SAN JOSE-SUNNYVALE-SANTA CL ...
California	County/Township	MERCED - MERCED, CA MSA
Washington	County/Township	WALLA WALLA - EASTERN WASHINGTON NONMET ...
California	County/Township	PLACER - SACRAMENTO--ARDEN-ARCADE--ROSEV ...
California	County/Township	SAN BENITO - SAN JOSE-SUNNYVALE-SANTA CLA ...
Nevada	County/Township	CLARK - LAS VEGAS-PARADISE, NV MSA
California	County/Township	SOLANO - VALLEJO-FAIRFIELD, CA MSA
Washington	County/Township	BENTON - KENNEWICK-RICHLAND-PASCO, WA MSA
California	County/Township	TULARE - VISALIA-PORTERVILLE, CA MSA
California	County/Township	GLENN - NORTH VALLEY REGION OF CALIFORNIA ...
California	County/Township	ORANGE - SANTA ANA-ANAHEIM-IRVINE, CA METR ...
Washington	County/Township	CLARK - PORTLAND-VANCOUVER-BEAVERTON, O ...
California	County/Township	BUTTE - CHICO, CA MSA
Washington	County/Township	COWLITZ - LONGVIEW, WA MSA
California	County/Township	FRESNO - FRESNO, CA MSA
California	County/Township	SAN DIEGO - SAN DIEGO-CARLSBAD-SAN MARCOS ...
California	County/Township	MENDOCINO - NORTH COAST REGION OF CALIFO ...
Washington	County/Township	THURSTON - OLYMPIA, WA MSA
Washington	County/Township	KING - SEATTLE-BELLEVUE-EVERETT, WA METROP ...
California	County/Township	SHASTA - REDDING, CA MSA

ADDENDUM

SECTION D.c: Additional Worksites

STATE	AREA BASIS	AREA
Washington	County/Township	SNOHOMISH - SEATTLE-BELLEVUE-EVERETT, WA ...
Washington	County/Township	PIERCE - TACOMA, WA METROPOLITAN DIVISION
California	County/Township	MARIN - SAN FRANCISCO-SAN MATEO-REDWOOD C ...
Oregon	County/Township	LINCOLN - COASTAL OREGON NONMETROPOLITA ...
Oregon	County/Township	COOS - COASTAL OREGON NONMETROPOLITAN AREA
Oregon	County/Township	WASHINGTON - PORTLAND-VANCOUVER-BEAVER ...
California	County/Township	VENTURA - OXNARD-THOUSAND OAKS-VENTURA, ...
California	County/Township	NEVADA - NORTHERN MOUNTAINS REGION OF CA ...
Washington	County/Township	LEWIS - SOUTHWESTERN WASHINGTON NONMET ...
Idaho	County/Township	ADA - BOISE CITY-NAMPA, ID MSA
California	County/Township	INYO - EASTERN SIERRA REGION OF CALIFORNI ...
Idaho	County/Township	BINGHAM - EAST IDAHO NONMETROPOLITAN AREA
California	County/Township	KERN - BAKERSFIELD, CA MSA

Application for Prevailing Wage Determination
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U.S. Department of Labor

ADDENDUM

SECTION E: Additional Worksite Wage Determinations

STATE:	Washington
AREA BASED ON:	County/Township
AREA:	YAKIMA - YAKIMA, WA MSA
WAGE SOURCE:	OES
OTHER WAGE SOURCES:	
PREVAILING WAGE:	8.98 per Hour
PIECE RATE REQUIREMENTS:	

STATE:	California
AREA BASED ON:	County/Township
AREA:	IMPERIAL - EL CENTRO, CA MSA
WAGE SOURCE:	OES
OTHER WAGE SOURCES:	
PREVAILING WAGE:	8.65 per Hour
PIECE RATE REQUIREMENTS:	

STATE:	California
AREA BASED ON:	County/Township
AREA:	SONOMA - SANTA ROSA-PETALUMA, CA MSA
WAGE SOURCE:	OES
OTHER WAGE SOURCES:	
PREVAILING WAGE:	8.66 per Hour
PIECE RATE REQUIREMENTS:	

STATE:	California
AREA BASED ON:	County/Township
AREA:	RIVERSIDE - RIVERSIDE-SAN BERNARDINO-ONTARIO, CA MSA
WAGE SOURCE:	OES
OTHER WAGE SOURCES:	
PREVAILING WAGE:	8.63 per Hour
PIECE RATE REQUIREMENTS:	

STATE:	Washington
AREA BASED ON:	County/Township
AREA:	KITTITAS - CENTRAL WASHINGTON NONMETROPOLITAN AREA
WAGE SOURCE:	OES
OTHER WAGE SOURCES:	
PREVAILING WAGE:	8.96 per Hour
PIECE RATE REQUIREMENTS:	

Application for Prevailing Wage Determination
ETA Form 9141
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ADDENDUM

SECTION E: Additional Worksite Wage Determinations

STATE:	California
AREA BASED ON:	County/Township
AREA:	SAN BERNARDINO - RIVERSIDE-SAN BERNARDINO-ONTARIO, CA MSA
WAGE SOURCE:	OES
OTHER WAGE SOURCES:	
PREVAILING WAGE:	8.63 per Hour
PIECE RATE REQUIREMENTS:	

STATE:	Arizona
AREA BASED ON:	County/Township
AREA:	MARICOPA - PHOENIX-MESA-SCOTTSDALE, AZ MSA
WAGE SOURCE:	OES
OTHER WAGE SOURCES:	
PREVAILING WAGE:	8.23 per Hour
PIECE RATE REQUIREMENTS:	

STATE:	California
AREA BASED ON:	County/Township
AREA:	ALAMEDA - OAKLAND-FREMONT-HAYWARD, CA METROPOLITAN D ...
WAGE SOURCE:	OES
OTHER WAGE SOURCES:	
PREVAILING WAGE:	8.61 per Hour
PIECE RATE REQUIREMENTS:	

STATE:	Washington
AREA BASED ON:	County/Township
AREA:	CHELAN - WENATCHEE, WA MSA
WAGE SOURCE:	OES
OTHER WAGE SOURCES:	
PREVAILING WAGE:	8.97 per Hour
PIECE RATE REQUIREMENTS:	

STATE:	California
AREA BASED ON:	County/Township
AREA:	SAN JOAQUIN - STOCKTON, CA MSA
WAGE SOURCE:	OES
OTHER WAGE SOURCES:	
PREVAILING WAGE:	8.64 per Hour
PIECE RATE REQUIREMENTS:	

Application for Prevailing Wage Determination
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U.S. Department of Labor

ADDENDUM

SECTION E: Additional Worksite Wage Determinations

STATE:	California
AREA BASED ON:	County/Township
AREA:	MONTEREY - SALINAS, CA MSA
WAGE SOURCE:	OES
OTHER WAGE SOURCES:	
PREVAILING WAGE:	8.59 per Hour
PIECE RATE REQUIREMENTS:	

STATE:	California
AREA BASED ON:	County/Township
AREA:	STANISLAUS - MODESTO, CA MSA
WAGE SOURCE:	OES
OTHER WAGE SOURCES:	
PREVAILING WAGE:	8.59 per Hour
PIECE RATE REQUIREMENTS:	

STATE:	Washington
AREA BASED ON:	County/Township
AREA:	GRANT - CENTRAL WASHINGTON NONMETROPOLITAN AREA
WAGE SOURCE:	OES
OTHER WAGE SOURCES:	
PREVAILING WAGE:	8.96 per Hour
PIECE RATE REQUIREMENTS:	

STATE:	California
AREA BASED ON:	County/Township
AREA:	CONTRA COSTA - OAKLAND-FREMONT-HAYWARD, CA METROPOLI ...
WAGE SOURCE:	OES
OTHER WAGE SOURCES:	
PREVAILING WAGE:	8.61 per Hour
PIECE RATE REQUIREMENTS:	

STATE:	Arizona
AREA BASED ON:	County/Township
AREA:	YUMA - YUMA, AZ MSA
WAGE SOURCE:	OES
OTHER WAGE SOURCES:	
PREVAILING WAGE:	8.22 per Hour
PIECE RATE REQUIREMENTS:	

Application for Prevailing Wage Determination
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ADDENDUM

SECTION E: Additional Worksite Wage Determinations

STATE:	California
AREA BASED ON:	County/Township
AREA:	SACRAMENTO - SACRAMENTO--ARDEN-ARCADE--ROSEVILLE, CA MSA
WAGE SOURCE:	OES
OTHER WAGE SOURCES:	
PREVAILING WAGE:	8.62 per Hour
PIECE RATE REQUIREMENTS:	

STATE:	Washington
AREA BASED ON:	County/Township
AREA:	SPOKANE - SPOKANE, WA MSA
WAGE SOURCE:	OES
OTHER WAGE SOURCES:	
PREVAILING WAGE:	8.99 per Hour
PIECE RATE REQUIREMENTS:	

STATE:	California
AREA BASED ON:	County/Township
AREA:	SAN MATEO - SAN FRANCISCO-SAN MATEO-REDWOOD CITY, CA ...
WAGE SOURCE:	OES
OTHER WAGE SOURCES:	
PREVAILING WAGE:	9.12 per Hour
PIECE RATE REQUIREMENTS:	

STATE:	Washington
AREA BASED ON:	County/Township
AREA:	WHITMAN - EASTERN WASHINGTON NONMETROPOLITAN AREA
WAGE SOURCE:	OES
OTHER WAGE SOURCES:	
PREVAILING WAGE:	9.02 per Hour
PIECE RATE REQUIREMENTS:	

STATE:	California
AREA BASED ON:	County/Township
AREA:	SANTA BARBARA - SANTA BARBARA-SANTA MARIA, CA MSA
WAGE SOURCE:	OES
OTHER WAGE SOURCES:	
PREVAILING WAGE:	8.55 per Hour
PIECE RATE REQUIREMENTS:	

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ADDENDUM

SECTION E: Additional Worksite Wage Determinations

STATE:	California
AREA BASED ON:	County/Township
AREA:	SANTA CLARA - SAN JOSE-SUNNYVALE-SANTA CLARA, CA MSA
WAGE SOURCE:	OES
OTHER WAGE SOURCES:	
PREVAILING WAGE:	8.68 per Hour
PIECE RATE REQUIREMENTS:	

STATE:	California
AREA BASED ON:	County/Township
AREA:	MERCED - MERCED, CA MSA
WAGE SOURCE:	OES
OTHER WAGE SOURCES:	
PREVAILING WAGE:	8.61 per Hour
PIECE RATE REQUIREMENTS:	

STATE:	Washington
AREA BASED ON:	County/Township
AREA:	WALLA WALLA - EASTERN WASHINGTON NONMETROPOLITAN AREA
WAGE SOURCE:	OES
OTHER WAGE SOURCES:	
PREVAILING WAGE:	9.02 per Hour
PIECE RATE REQUIREMENTS:	

STATE:	California
AREA BASED ON:	County/Township
AREA:	PLACER - SACRAMENTO--ARDEN-ARCADE--ROSEVILLE, CA MSA
WAGE SOURCE:	OES
OTHER WAGE SOURCES:	
PREVAILING WAGE:	8.62 per Hour
PIECE RATE REQUIREMENTS:	

STATE:	California
AREA BASED ON:	County/Township
AREA:	SAN BENITO - SAN JOSE-SUNNYVALE-SANTA CLARA, CA MSA
WAGE SOURCE:	OES
OTHER WAGE SOURCES:	
PREVAILING WAGE:	8.68 per Hour
PIECE RATE REQUIREMENTS:	

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ADDENDUM

SECTION E: Additional Worksite Wage Determinations

STATE:	Nevada
AREA BASED ON:	County/Township
AREA:	CLARK - LAS VEGAS-PARADISE, NV MSA
WAGE SOURCE:	OES
OTHER WAGE SOURCES:	
PREVAILING WAGE:	8.15 per Hour
PIECE RATE REQUIREMENTS:	

STATE:	California
AREA BASED ON:	County/Township
AREA:	SOLANO - VALLEJO-FAIRFIELD, CA MSA
WAGE SOURCE:	OES
OTHER WAGE SOURCES:	
PREVAILING WAGE:	8.73 per Hour
PIECE RATE REQUIREMENTS:	

STATE:	Washington
AREA BASED ON:	County/Township
AREA:	BENTON - KENNEWICK-RICHLAND-PASCO, WA MSA
WAGE SOURCE:	OES
OTHER WAGE SOURCES:	
PREVAILING WAGE:	9.21 per Hour
PIECE RATE REQUIREMENTS:	

STATE:	California
AREA BASED ON:	County/Township
AREA:	TULARE - VISALIA-PORTERVILLE, CA MSA
WAGE SOURCE:	OES
OTHER WAGE SOURCES:	
PREVAILING WAGE:	8.77 per Hour
PIECE RATE REQUIREMENTS:	

STATE:	California
AREA BASED ON:	County/Township
AREA:	GLENN - NORTH VALLEY REGION OF CALIFORNIA NONMETROPO ...
WAGE SOURCE:	OES
OTHER WAGE SOURCES:	
PREVAILING WAGE:	8.59 per Hour
PIECE RATE REQUIREMENTS:	

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ADDENDUM

SECTION E: Additional Worksite Wage Determinations

STATE:	California
AREA BASED ON:	County/Township
AREA:	ORANGE - SANTA ANA-ANAHEIM-IRVINE, CA METROPOLITAN DIVISION
WAGE SOURCE:	OES
OTHER WAGE SOURCES:	
PREVAILING WAGE:	8.90 per Hour
PIECE RATE REQUIREMENTS:	

STATE:	Washington
AREA BASED ON:	County/Township
AREA:	CLARK - PORTLAND-VANCOUVER-BEAVERTON, OR-WA MSA
WAGE SOURCE:	OES
OTHER WAGE SOURCES:	
PREVAILING WAGE:	8.90 per Hour
PIECE RATE REQUIREMENTS:	

STATE:	California
AREA BASED ON:	County/Township
AREA:	BUTTE - CHICO, CA MSA
WAGE SOURCE:	OES
OTHER WAGE SOURCES:	
PREVAILING WAGE:	8.59 per Hour
PIECE RATE REQUIREMENTS:	

STATE:	Washington
AREA BASED ON:	County/Township
AREA:	COWLITZ - LONGVIEW, WA MSA
WAGE SOURCE:	OES
OTHER WAGE SOURCES:	
PREVAILING WAGE:	9.05 per Hour
PIECE RATE REQUIREMENTS:	

STATE:	California
AREA BASED ON:	County/Township
AREA:	FRESNO - FRESNO, CA MSA
WAGE SOURCE:	OES
OTHER WAGE SOURCES:	
PREVAILING WAGE:	8.62 per Hour
PIECE RATE REQUIREMENTS:	

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SECTION E: Additional Worksite Wage Determinations

STATE:	California
AREA BASED ON:	County/Township
AREA:	SAN DIEGO - SAN DIEGO-CARLSBAD-SAN MARCOS, CA MSA
WAGE SOURCE:	OES
OTHER WAGE SOURCES:	
PREVAILING WAGE:	8.67 per Hour
PIECE RATE REQUIREMENTS:	

STATE:	California
AREA BASED ON:	County/Township
AREA:	MENDOCINO - NORTH COAST REGION OF CALIFORNIA NONMETR ...
WAGE SOURCE:	OES
OTHER WAGE SOURCES:	
PREVAILING WAGE:	8.57 per Hour
PIECE RATE REQUIREMENTS:	

STATE:	Washington
AREA BASED ON:	County/Township
AREA:	THURSTON - OLYMPIA, WA MSA
WAGE SOURCE:	OES
OTHER WAGE SOURCES:	
PREVAILING WAGE:	9.02 per Hour
PIECE RATE REQUIREMENTS:	

STATE:	Washington
AREA BASED ON:	County/Township
AREA:	KING - SEATTLE-BELLEVUE-EVERETT, WA METROPOLITAN DIVISION
WAGE SOURCE:	OES
OTHER WAGE SOURCES:	
PREVAILING WAGE:	9.04 per Hour
PIECE RATE REQUIREMENTS:	

STATE:	California
AREA BASED ON:	County/Township
AREA:	SHASTA - REDDING, CA MSA
WAGE SOURCE:	OES
OTHER WAGE SOURCES:	
PREVAILING WAGE:	8.54 per Hour
PIECE RATE REQUIREMENTS:	

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SECTION E: Additional Worksite Wage Determinations

STATE:	Washington
AREA BASED ON:	County/Township
AREA:	SNOHOMISH - SEATTLE-BELLEVUE-EVERETT, WA METROPOLITAN ...
WAGE SOURCE:	OES
OTHER WAGE SOURCES:	
PREVAILING WAGE:	9.04 per Hour
PIECE RATE REQUIREMENTS:	

STATE:	Washington
AREA BASED ON:	County/Township
AREA:	PIERCE - TACOMA, WA METROPOLITAN DIVISION
WAGE SOURCE:	OES
OTHER WAGE SOURCES:	
PREVAILING WAGE:	9.02 per Hour
PIECE RATE REQUIREMENTS:	

STATE:	California
AREA BASED ON:	County/Township
AREA:	MARIN - SAN FRANCISCO-SAN MATEO-REDWOOD CITY, CA METR ...
WAGE SOURCE:	OES
OTHER WAGE SOURCES:	
PREVAILING WAGE:	9.12 per Hour
PIECE RATE REQUIREMENTS:	

STATE:	Oregon
AREA BASED ON:	County/Township
AREA:	LINCOLN - COASTAL OREGON NONMETROPOLITAN AREA
WAGE SOURCE:	OES
OTHER WAGE SOURCES:	
PREVAILING WAGE:	8.94 per Hour
PIECE RATE REQUIREMENTS:	

STATE:	Oregon
AREA BASED ON:	County/Township
AREA:	COOS - COASTAL OREGON NONMETROPOLITAN AREA
WAGE SOURCE:	OES
OTHER WAGE SOURCES:	
PREVAILING WAGE:	8.94 per Hour
PIECE RATE REQUIREMENTS:	

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ADDENDUM

SECTION E: Additional Worksite Wage Determinations

STATE:	Oregon
AREA BASED ON:	County/Township
AREA:	WASHINGTON - PORTLAND-VANCOUVER-BEAVERTON, OR-WA MSA
WAGE SOURCE:	OES
OTHER WAGE SOURCES:	
PREVAILING WAGE:	8.90 per Hour
PIECE RATE REQUIREMENTS:	

STATE:	California
AREA BASED ON:	County/Township
AREA:	VENTURA - OXNARD-THOUSAND OAKS-VENTURA, CA MSA
WAGE SOURCE:	OES
OTHER WAGE SOURCES:	
PREVAILING WAGE:	8.64 per Hour
PIECE RATE REQUIREMENTS:	

STATE:	California
AREA BASED ON:	County/Township
AREA:	NEVADA - NORTHERN MOUNTAINS REGION OF CALIFORNIA NO ...
WAGE SOURCE:	OES
OTHER WAGE SOURCES:	
PREVAILING WAGE:	8.61 per Hour
PIECE RATE REQUIREMENTS:	

STATE:	Washington
AREA BASED ON:	County/Township
AREA:	LEWIS - SOUTHWESTERN WASHINGTON NONMETROPOLITAN AREA
WAGE SOURCE:	OES
OTHER WAGE SOURCES:	
PREVAILING WAGE:	8.99 per Hour
PIECE RATE REQUIREMENTS:	

STATE:	Idaho
AREA BASED ON:	County/Township
AREA:	ADA - BOISE CITY-NAMPA, ID MSA
WAGE SOURCE:	OES
OTHER WAGE SOURCES:	
PREVAILING WAGE:	8.10 per Hour
PIECE RATE REQUIREMENTS:	

Application for Prevailing Wage Determination
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ADDENDUM

SECTION E: Additional Worksite Wage Determinations

STATE:	California
AREA BASED ON:	County/Township
AREA:	INYO - EASTERN SIERRA REGION OF CALIFORNIA NONMETROPO ...
WAGE SOURCE:	OES
OTHER WAGE SOURCES:	
PREVAILING WAGE:	8.62 per Hour
PIECE RATE REQUIREMENTS:	

STATE:	Idaho
AREA BASED ON:	County/Township
AREA:	BINGHAM - EAST IDAHO NONMETROPOLITAN AREA
WAGE SOURCE:	OES
OTHER WAGE SOURCES:	
PREVAILING WAGE:	8.09 per Hour
PIECE RATE REQUIREMENTS:	

STATE:	California
AREA BASED ON:	County/Township
AREA:	KERN - BAKERSFIELD, CA MSA
WAGE SOURCE:	OES
OTHER WAGE SOURCES:	
PREVAILING WAGE:	8.52 per Hour
PIECE RATE REQUIREMENTS:	

U.S. Department of Labor

Employment and Training Administration
Office of Foreign Labor Certification
Chicago National Processing Center
11 West Quincy Court
Chicago , IL 60604-2105

FINAL DETERMINATION

December 14, 2012

James K Judkins
32775 FM 106
Rio Hondo, TX 78583

ETA Case Number: H-400-12313-874905
Number of Openings: 246
Occupation: Amusement and Recreation Attendants
Period of Certification: 02/01/2013 - 10/31/2013

RE: BUTLER AMUSEMENTS, INC

Dear Sir/Madam:

Your application seeking temporary labor certification under the H-2B temporary nonagricultural program has been reviewed and **certified**. The Department of Labor (Department) has made a final determination on your *Application for Temporary Employment Certification* in accordance with Departmental regulations at 20 Code of Federal Regulations (CFR) sec. 655, Subpart A. Based on the documentation and attestations provided by the employer, the Department hereby certifies that a sufficient number of able, willing and qualified U.S. workers have not been identified as being available at the time and place needed to fill the job opportunities for which certification is sought, and the employment of the H-2B temporary workers in such labor or services will not adversely affect the wages and working conditions of U.S. workers.

The *Application for Temporary Employment Certification*, ETA Form 9142, **has been certified and is enclosed.**

Upon receipt of this notification, you will need to submit Form I-129 and all required documentation, including the original, certified H-2B *Application for Temporary Employment Certification* to the appropriate U.S. Citizenship and Immigration Service (USCIS) office. The USCIS application form and additional information can be obtained at http://www.uscis.gov.

Important Note

With respect to the offered wage guarantee, this certification assumes that the employer will pay the certified weekly wage for 40 hours of work per week, as

indicated in Section G of the employer's ETA Form 9142. Please remember that consistent with the Department's regulations at 20 C.F.R. sec. 655.22(e) the employer is required to pay the H-2B workers and U.S. workers recruited in connection with an H-2B application, the certified offered wage during the entire period of the approved H-2B labor certification. The offered wage must equal or exceed the highest of the most recent prevailing wage that is or will be issued by the Department to the employer for the time period the work is performed, or the applicable Federal, State, or local minimum wage. If that prevailing wage was issued by the Department as an hourly wage (indicating that similarly-employed U.S. workers earn that wage for each hour of work), then the employer is required to pay H-2B or U.S. workers recruited in connection with an H-2B application at least that hourly wage for all hours worked, including those hours in excess of 40 hours of work per week. This requirement of the H-2B program is independent of any applicable exemption from the provisions of the Fair Labor Standards Act. Please remember that the H-2B regulations also require compliance with applicable State and local employment laws, which may require a higher rate of pay for overtime hours.

Important Reminders

In accordance with Departmental regulations at 20 CFR sec. 655.24(a), the Department has the authority to conduct audits of H-2B temporary labor certification applications. Employers with certified applications selected for audit will receive an official letter from our office requesting documentation in support of the application. Failure to comply with the audit process may result in the employer being placed on supervised recruitment in accordance with Departmental regulations at 20 CFR sec. 655.30, or debarment in accordance with Departmental regulations at 20 CFR sec. 655.31.

In accordance with Departmental regulations at 20 CFR sec. 655.22(f), upon separation from employment of H-2B worker(s) employed under the labor certification application, if such separation occurs prior to the end date of the employment specified in the application, the employer will notify the Department and DHS in writing of the separation from employment not later than 2 work days after such separation is discovered by the employer. An abandonment or abscondment shall be deemed to begin after a worker fails to report for work at the regularly scheduled time for 5 consecutive working days without the consent of the employer. Employees may be terminated for cause.

Terminations and job abandonment notifications sent to the Department, must be sent to the email address at H2B.Abandonment&Termination.Chicago@dol.gov. Employers without Internet access may also send written notification by facsimile to (312) 886-1688 (ATTN: H-2B Abandonment and Termination).

For all future applications or requests for extension, the employer must submit the most current:

- ETA Form 9142: www.foreignlaborcert.doleta.gov/pdf/ETA_Form_9142.pdf
- ETA Form 9142, Appendix B.1: http://www.foreignlaborcert.doleta.gov/pdf/ETA_Form_9142_APPENDIX_B1.pdf.

Questions concerning this case can be directed via e-mail to TLC.Chicago@dol.gov, phone at (312) 886-8000, or facsimile at (312) 886-1688.

Sincerely,

H-2B Certifying Officer

cc: BUTLER AMUSEMENTS, INC

Enclosures: ETA Form 9142

Butler Exh. 2, pp. 023

OMB Approval: 1205-0466
Expiration Date: 12/31/2012

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ETA Form 9142
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Please read and review the filing instructions carefully before completing the ETA Form 9142. A copy of the instructions can be found at http://www.foreignlaborcert.doleta.gov/. In accordance with Federal Regulations, incomplete or obviously inaccurate applications will not be certified by the Department of Labor. If submitting this form non-electronically, ALL required fields/items containing an asterisk (*) must be completed as well as any fields/items where a response is conditional as indicated by the section (§) symbol.

A. Employment-Based Nonimmigrant Visa Information

1. Indicate the type of visa classification supported by this application *(Write classification symbol)*: *	H-2B

B. Temporary Need Information

1. Job Title * Amusement and Recreation Attendants - Traveling Ca		
2. SOC (ONET/OES) code * 39-3091	3. SOC (ONET/OES) occupation title * Amusement and Recreation Attendants	
4. Is this a full-time position? * ☑ Yes ☐ No	**Period of Intended Employment**	
	5. Begin Date * 02/01/2013 *(mm/dd/yyyy)*	6. End Date * 10/31/2013 *(mm/dd/yyyy)*

7. Worker positions needed/basis for the visa classification supported by this application

246 **Total Worker Positions Being Requested for Certification ***

Basis for the visa classification supported by this application
(indicate the total workers in each applicable category based on the total workers identified above)

246	a. New employment *	0	d. New concurrent employment *
0	b. Continuation of previously approved employment * without change with the same employer	0	e. Change in employer *
0	c. Change in previously approved employment *	0	f. Amended petition *

8. Nature of Temporary Need: (Choose only one of the standards) *

☑ Seasonal ☐ Peakload ☐ One-Time Occurrence ☐ Intermittent or Other Temporary Need

9. Statement of Temporary Need *

This company has been in business since 1969. The business is a traveling amusement enterprise, closing down completely from November through end of January each year, and has been seasonal in nature since inception. The temporary need is expected to be seasonal, recurring annually.

Because the work involves travel from location to location, with work being performed in the evenings, weekends and holidays, there has been a chronic, seasonal need for foreign workers that is not filled by US Workers.

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Expiration Date: 12/31/2012

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C. Employer Information

Important Note: Enter the full name of the individual employer, partnership, or corporation and all other required information in this section. For joint employer or master applications filed on behalf of more than one employer under the H-2A program, identify the main or primary employer in the section below and then submit a separate attachment that identifies each employer, by name, mailing address, and total worker positions needed, under the application.

1. Legal business name * BUTLER AMUSEMENTS, INC		
2. Trade name/Doing Business As (DBA), if applicable N/A		
3. Address 1 * 3003 SW 153RD DR STE 205		
4. Address 2 N/A		
5. City * BEAVERTON	6. State * OR	7. Postal code * 97006
8. Country * UNITED STATES OF AMERICA	9. Province N/A	
10. Telephone number * 408-210-6653	11. Extension N/A	
12. Federal Employer Identification Number (FEIN from IRS) * 770014796	13. NAICS code (must be at least 4-digits) * 713990	
14. Number of non-family full-time equivalent employees 500	15. Annual gross revenue $32,000,000.00	16. Year established 1969

17. Type of employer application (choose only one box below) *

- [x] Individual Employer
- [ ] H-2A Labor Contractor or Job Contractor
- [ ] Association – Sole Employer (H-2A only)
- [ ] Association – Joint Employer (H-2A only)
- [ ] Association – Filing as Agent (H-2A only)

D. Employer Point of Contact Information

Important Note: The information contained in this Section must be that of an employee of the employer who is authorized to act on behalf of the employer in labor certification matters. The information in this Section must be different from the agent or attorney information listed in Section E, unless the attorney is an employee of the employer. For joint employer or master applications filed on behalf of more than one employer under the H-2A program, enter only the contact information for the main or primary employer (e.g., contact for an association filing as joint employer) under the application.

1. Contact's last (family) name * BRAJEVICH	2. First (given) name * MICHAEL	3. Middle name(s) * N/A	
4. Contact's job title * CEO			
5. Address 1 * 3003 SW 153RD DR STE 205			
6. Address 2 N/A			
7. City * BEAVERTON		8. State * OR	9. Postal code * 97006
10. Country * UNITED STATES OF AMERICA		11. Province N/A	
12. Telephone number * 408-210-6653	13. Extension N/A	14. E-Mail address MICKBRAJEVICH@AOL.COM	

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Expiration Date: 12/31/2012

Application for Temporary Employment Certification
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E. Attorney or Agent Information (If applicable)

1. Is/are the employer(s) represented by an attorney or agent in the filing of this application (including associations acting as agent under the H-2A program)? If "Yes", complete Section E. *			☑ Yes ☐ No
2. Attorney or Agent's last (family) name §	3. First (given) name §	4. Middle name(s) §	
Judkins	James	K	
5. Address 1 §			
32775 FM 106			
6. Address 2			
N/A			
7. City §	8. State §	9. Postal code §	
Rio Hondo	TX	78583	
10. Country §	11. Province		
UNITED STATES OF AMERICA	N/A		
12. Telephone number §	13. Extension	14. E-Mail address	
956-748-0550	N/A	carnival.workforce@gmail.com	
15. Law firm/Business name §		16. Law firm/Business FEIN §	
JKJ Workforce Agency, Inc.		841626921	
17. State Bar number (only if attorney) §		18. State of highest court where attorney is in good standing (only if attorney) §	
N/A		N/A	
19. Name of the highest court where attorney is in good standing (only if attorney) §			
N/A			

F. Job Offer Information

a. Job Description

1. Job Title *	
Amusement and Recreation Attendants - Traveling Ca	
2. Number of hours of work per week	3. Hourly Work Schedule *
Basic *: 40 Overtime: 0	A.M. (h:mm): 1 : 00 P.M. (h:mm): 10 : 00
4. Does this position supervise the work of other employees? * ☐ Yes ☑ No	4a. If yes, number of employees worker will supervise (if applicable) § N/A

5. Job duties – A description of the duties to be performed **MUST** begin in this space. If necessary, add attachment to continue and complete description. *

Perform variety of attending duties at amusement facility (traveling carnival). Set-up, tear-down, operate amusement rides, food concessions and/or games.

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F. Job Offer Information *(continued)*

b. Minimum Job Requirements

1. Education: minimum U.S. diploma/degree required *

☑ None ☐ High School/GED ☐ Associate's ☐ Bachelor's ☐ Master's ☐ Doctorate (PhD) ☐ Other degree (JD, MD, etc.)

1a. If "Other degree" in question 1, specify the diploma/ degree required §	1b. Indicate the major(s) and/or field(s) of study required § (May list more than one related major and more than one field)
N/A	N/A

2. Does the employer require a second U.S. diploma/degree? *	☐ Yes	☑ No
2a. If "Yes" in question 2, indicate the second U.S. diploma/degree and the major(s) and/or field(s) of study required §		
N/A		
3. Is training for the job opportunity required? *	☐ Yes	☑ No

3a. If "Yes" in question 3, specify the number of months of training required §	3b. Indicate the field(s)/name(s) of training required § (May list more than one related field and more than one type)
N/A	N/A

4. Is employment experience required? *	☐ Yes	☑ No

4a. If "Yes" in question 4, specify the number of months of experience required §	4b. Indicate the occupation required §
N/A	N/A

5. Special Requirements - List specific skills, licenses/certifications, and requirements of the job opportunity. *

No special skills, licenses/certifications for this employment. However, these employees come into contact with children at our entertainment events and our company policy, local sponsor policy and common practice mean that the applicants must be able to pass post-employment drug and background checks in regards to Megan's Law, Felonys and Convictions that would require the employee to register as a sexual offender or predator.

c. Place of Employment Information

1. Worksite address 1 *
1301 South Fair Avenue

2. Address 2
N/A

3. City *	4. County *
Yakima	Yakima County
5. State/District/Territory * WA	6. Postal code * 98901
7. Will work be performed in multiple worksites within an area of intended employment or a location(s) other than the address listed above? *	☑ Yes ☐ No

7a. If Yes in question 7, identify the geographic place(s) of employment with as much specificity as possible. If necessary, submit an attachment to continue and complete a listing of all anticipated worksites. §

SEE ADDENDUM FOR ADDITIONAL WORKSITE FOR PLACE OF EMPLOYMENT

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G. Rate of Pay

1. Basic Rate of Pay Offered *	1a. Overtime Rate of Pay *(if applicable)* §
From: $ 323 . 60 To (Optional): $ 368 . 40	From: $ N/A . N/A To (Optional): $ N/A . N/A

2. Per: (Choose only one) * ☐ Hour ☑ Week ☐ Bi-Weekly ☐ Month ☐ Year ☐ Piece Rate

2a. If Piece Rate is indicated in question 2, specify the wage offer requirements: §
N/A

3. Additional Wage Information (e.g., multiple worksite applications, itinerant work, or other special procedures). If necessary, add attachment to continue and complete description. §
FLSA exemption 13(a)(3) applies to this employer in State and Local venues that respect the FLSA exemption 13 (a)(3).

Employer follows prevailing practices for the Traveling Amusement Industry in regards to housing, transportation and weekly salary for workers.

H. Recruitment Information

1. Name of State Workforce Agency (SWA) serving the area of intended employment *
Washington State WorkSource

2. SWA job order identification number *	2a. Start date of SWA job order *	2b. End date of SWA job order * (In H-2A this date is 50% of contract period)
WS413925495	10/18/2012	10/28/2012

3. Is there a Sunday edition of a newspaper (of general circulation) in the area of intended employment? * ☑ Yes ☐ No

Name of Newspaper/Publication *(in area of intended employment for H-2B only)* *	Dates of Print Advertisement §	
4. Yakima Herald Republic	From: 10/21/2012	To: 10/21/2012
5. Yakima Herald Republic	From: 10/24/2012	To: 10/24/2012

6. Additional Recruitment Activities for H-2B program. Use the space below to identify the type(s) or source(s) of recruitment, geographic location(s) of recruitment, and the date(s) on which recruitment was conducted. If necessary, add attachment to continue and complete description. *

Employer recruits workers by:
Contacting local recruitment agencies for "spot help" to fill in at specific locations.
Posting Help Wanted Signs at all events.

OMB Approval: 1205-0466
Expiration Date: 12/31/2012

Application for Temporary Employment Certification
ETA Form 9142
U.S. Department of Labor

I. Declaration of Employer and Attorney/Agent

In accordance with Federal regulations, the employer must attest that it will abide by certain terms, assurances and obligations as a condition for receiving a temporary labor certification from the U.S. Department of Labor. Applications that fail to attach Appendix A.2 or Appendix B.1 will be considered incomplete and not accepted for processing by the ETA application processing center.

1. For H-2A Applications ONLY, please confirm that you have read and agree to all the applicable terms, assurances and obligations contained in **Appendix A.2.** §	☐ Yes ☐ No ☐ N/A
2. For H-2B Applications ONLY, please confirm that you have read and agree to all the applicable terms, assurances and obligations contained in **Appendix B.1.** §	☑ Yes ☐ No ☐ N/A

J. Preparer

Complete this section if the preparer of this application is a person other than the one identified in either Section D (employer point of contact) or E (attorney or agent) of this application.

1. Last (family) name §	2. First (given) name §	3. Middle initial §
N/A	N/A	N/A
4. Job Title § N/A		
5. Firm/Business name § N/A		
6. E-Mail address § N/A		

K. U.S. Government Agency Use (ONLY)

Pursuant to the provisions of Section 101 (a)(15)(h)(ii) of the Immigration and Nationality Act, as amended, I hereby certify that there are not sufficient U.S. workers available and the employment of the above will not adversely affect the wages and working conditions of workers in the U.S. similarly employed. By virtue of the signature below, the Department of Labor hereby acknowledges the following:

This certification is valid from 02/01/2013 to 10/31/2013.

William L. Carlson
Department of Labor, Office of Foreign Labor Certification

12/14/2012
Determination Date (date signed)

H-400-12313-874905
Case number

CERTIFIED
Case Status

L. OMB Paperwork Reduction Act *(1205-0466)*

Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. Respondent's reply to these reporting requirements is mandatory to obtain the benefits of temporary employment certification (Immigration and Nationality Act, Section 101 (a)(15)(H)(ii)). Public reporting burden for this collection of information is estimated to average 1 hour per response for H-2A and 2 hours 45 minutes for H-2B, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate to the Office of Foreign Labor Certification * U.S. Department of Labor * Room C4312 * 200 Constitution Ave., NW * Washington, DC * 20210. **Do NOT send the completed application to this address.**

OMB Approval: 1205-0466
Expiration Date: 12/31/2012

Application for Temporary Employment Certification
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CORRECTION APPROVED BY NATIONAL PROCESSING CENTER SA ON 12-14-12 DATE

ADDENDUM

Complete worksite location list is attached.

ADDENDUM SECTION F.c.7: Additional Worksites

1. California County/Township MERCED - MERCED, CA MSA
2. California County/Township KERN - BAKERSFIELD, CA MSA
3. California County/Township ALAMEDA - OAKLAND-FREMONT-HAYWARD, CA METROPOLITAN DIVISION
4. California County/Township STANISLAUS - MODESTO, CA MSA
5. California County/Township SANTA CLARA - SAN JOSE-SUNNYVALE-SANTA CLARA, CA MSA
6. California County/Township FRESNO - FRESNO, CA MSA
7. Washington County/Township YAKIMA - YAKIMA, WA MSA
8. California County/Township KERN - BAKERSFIELD, CA MSA
9. California County/Township SAN JOAQUIN - STOCKTON, CA MSA
10. Nevada County/Township CLARK - LAS VEGAS-PARADISE, NV MSA
11. Washington County/Township SPOKANE - SPOKANE, WA MSA
12. Idaho County/Township BINGHAM - EAST IDAHO NONMETROPOLITAN AREA
13. California County/Township INYO - EASTERN SIERRA REGION OF CALIFORNIA NONMETROPOLITAN AREA
14. Washington County/Township SNOHOMISH - SEATTLE-BELLEVUE-EVERETT, WA METROPOLITAN DIVISION
15. Idaho County/Township ADA - BOISE CITY-NAMPA, ID MSA
16. Washington County/Township LEWIS - SOUTHWESTERN WASHINGTON NONMETROPOLITAN AREA
17. California County/Township NEVADA - NORTHERN MOUNTAINS REGION OF CALIFORNIA NONMETROPOLITAN AREA
18. Washington County/Township CLARK - PORTLAND-VANCOUVER-BEAVERTON, OR-WA MSA
19. California County/Township MENDOCINO - NORTH COAST REGION OF CALIFORNIA NONMETROPOLITAN AREA
20. California County/Township SANTA CLARA - SAN JOSE-SUNNYVALE-SANTA CLARA, CA MSA
21. California County/Township SOLANO - VALLEJO-FAIRFIELD, CA MSA
22. California County/Township VENTURA - OXNARD-THOUSAND OAKS-VENTURA, CA MSA
23. Oregon County/Township WASHINGTON - PORTLAND-VANCOUVER-BEAVERTON, OR-WA MSA
24. Oregon County/Township COOS - COASTAL OREGON NONMETROPOLITAN AREA
25. Oregon County/Township LINCOLN - COASTAL OREGON NONMETROPOLITAN AREA
26. California County/Township STANISLAUS - MODESTO, CA MSA
27. California County/Township SACRAMENTO - SACRAMENTO--ARDEN-ARCADE--ROSEVILLE, CA MSA
28. Washington County/Township KING - SEATTLE-BELLEVUE-EVERETT, WA METROPOLITAN DIVISION
29. California County/Township SAN MATEO - SAN FRANCISCO-SAN MATEO-REDWOOD CITY, CA METROPOLITAN DIVISION
30. California County/Township MARIN - SAN FRANCISCO-SAN MATEO-REDWOOD CITY, CA METROPOLITAN DIVISION
31. California County/Township SANTA CLARA - SAN JOSE-SUNNYVALE-SANTA CLARA, CA MSA
32. Washington County/Township PIERCE - TACOMA, WA METROPOLITAN DIVISION
33. California County/Township CONTRA COSTA - OAKLAND-FREMONT-HAYWARD, CA METROPOLITAN DIVISION
34. California County/Township SANTA BARBARA - SANTA BARBARA-SANTA MARIA, CA MSA
35. Washington County/Township KING - SEATTLE-BELLEVUE-EVERETT, WA METROPOLITAN DIVISION
36. California County/Township SAN JOAQUIN - STOCKTON, CA MSA
37. California County/Township ALAMEDA - OAKLAND-FREMONT-HAYWARD, CA METROPOLITAN DIVISION
38. Washington County/Township SNOHOMISH - SEATTLE-BELLEVUE-EVERETT, WA METROPOLITAN DIVISION
39. California County/Township MERCED - MERCED, CA MSA
40. California County/Township SHASTA - REDDING, CA MSA
41. California County/Township SAN MATEO - SAN FRANCISCO-SAN MATEO-REDWOOD CITY, CA METROPOLITAN DIVISION
42. California County/Township SANTA CLARA - SAN JOSE-SUNNYVALE-SANTA CLARA, CA MSA
43. Washington County/Township KING - SEATTLE-BELLEVUE-EVERETT, WA METROPOLITAN DIVISION
44. California County/Township RIVERSIDE - RIVERSIDE-SAN BERNARDINO-ONTARIO, CA MSA
45. California County/Township SAN MATEO - SAN FRANCISCO-SAN MATEO-REDWOOD CITY, CA METROPOLITAN DIVISION
46. California County/Township MENDOCINO - NORTH COAST REGION OF CALIFORNIA NONMETROPOLITAN AREA
47. California County/Township ALAMEDA - OAKLAND-FREMONT-HAYWARD, CA METROPOLITAN DIVISION
48. Washington County/Township THURSTON - OLYMPIA, WA MSA
49. California County/Township MENDOCINO - NORTH COAST REGION OF CALIFORNIA NONMETROPOLITAN AREA
50. California County/Township SAN DIEGO - SAN DIEGO-CARLSBAD-SAN MARCOS, CA MSA
51. California County/Township FRESNO - FRESNO, CA MSA
52. California County/Township ORANGE - SANTA ANA-ANAHEIM-IRVINE, CA METROPOLITAN DIVISION
53. Washington County/Township COWLITZ - LONGVIEW, WA MSA
54. California County/Township BUTTE - CHICO, CA MSA
55. Washington County/Township CLARK - PORTLAND-VANCOUVER-BEAVERTON, OR-WA MSA
56. California County/Township ORANGE - SANTA ANA-ANAHEIM-IRVINE, CA METROPOLITAN DIVISION
57. California County/Township MONTEREY - SALINAS, CA MSA
58. California County/Township SACRAMENTO - SACRAMENTO--ARDEN-ARCADE--ROSEVILLE, CA MSA
59. California County/Township GLENN - NORTH VALLEY REGION OF CALIFORNIA NONMETROPOLITAN AREA
60. California County/Township TULARE - VISALIA-PORTERVILLE, CA MSA
61. California County/Township SANTA CLARA - SAN JOSE-SUNNYVALE-SANTA CLARA, CA MSA
62. California County/Township SAN BENITO - SAN JOSE-SUNNYVALE-SANTA CLARA, CA MSA
63. Washington County/Township BENTON - KENNEWICK-RICHLAND-PASCO, WA MSA
64. California County/Township SOLANO - VALLEJO-FAIRFIELD, CA MSA
65. Nevada County/Township CLARK - LAS VEGAS-PARADISE, NV MSA
66. California County/Township PLACER - SACRAMENTO--ARDEN-ARCADE--ROSEVILLE, CA MSA
67. California County/Township SAN BERNARDINO - RIVERSIDE-SAN BERNARDINO-ONTARIO, CA MSA
68. Washington County/Township WALLA WALLA - EASTERN WASHINGTON NONMETROPOLITAN AREA
69. California County/Township MERCED - MERCED, CA MSA
70. California County/Township SAN MATEO - SAN FRANCISCO-SAN MATEO-REDWOOD CITY, CA METROPOLITAN DIVISION
71. California County/Township SANTA BARBARA - SANTA BARBARA-SANTA MARIA, CA MSA

OMB Control Number: 1205-0466
Expiration Date: 12/31/2012

Application for Temporary Employment Certification

ETA Form 9142 – APPENDIX B.1
U.S. Department of Labor

For Use in Filing Applications Under the H-2B Non-Agricultural Program ONLY

A. Attorney or Agent Declaration

I hereby certify that I am an employee of, or hired by, the employer listed in Section C of the ETA Form 9142, and that I have been designated by that employer to act on its behalf in connection with this application. I also certify that to the best of my knowledge the information contained herein is true and correct. I understand that to knowingly furnish false information in the preparation of this form and any supplement hereto or to aid, abet, or counsel another to do so is a felony punishable by a $250,000 fine or 5 years in a Federal penitentiary or both (18 U.S.C. 1001).

1. Attorney or Agent's last (family) name	2. First (given) name	3. Middle initial
Judkins	James	K
4. Firm/Business name JKJ Workforce Agency, Inc.		
5. E-Mail address carnival.workforce@gmail.com		
6. Signature		7. Date signed 12/17/2012

B. Employer Declaration

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

1. The job opportunity is a bona fide, full-time temporary position, the qualifications for which are consistent with the normal and accepted qualifications required by non-H-2B employers in the same or comparable occupations.
2. The job opportunity is not vacant because the former occupant(s) is (are) on strike or locked out in the course of a labor dispute involving a work stoppage.
3. The job opportunity is open to any qualified U.S. worker regardless of race, color, national origin, age, sex, religion, handicap, or citizenship, and the employer has conducted the required recruitment, in accordance with regulations, and has been unsuccessful in locating sufficient numbers of qualified U.S. applicants for the job opportunity for which certification is sought. Any U.S. workers who applied or apply for the job were or will be rejected only for lawful, job-related reasons, and the employer must retain records of all rejections.
4. The offered terms and working conditions of the job opportunity are normal to workers similarly employed in the area(s) of intended employment and are not less favorable than those offered to the foreign worker(s) and are not less than the minimum terms and conditions required by Federal regulation at 20 CFR 655, Subpart A.
5. The offered wage equals or exceeds the highest of the most recent prevailing wage that is or will be issued by the Department to the employer for the time period the work is performed, or the applicable Federal, State, or local minimum wage, and the employer will pay the offered wage.
6. The offered wage is not based on commissions, bonuses or other incentives, unless the employer guarantees a wage paid on a weekly, bi-weekly, or monthly basis that equals or exceeds the prevailing wage, or the legal Federal or State minimum wage, whichever is highest.
7. During the period of employment that is the subject of the labor certification application, the employer will comply with applicable Federal, State and local employment-related laws and regulations, including employment-related health and safety laws;
8. The employer has not laid off and will not lay off any similarly employed U.S. worker in the occupation that is the subject of the Application for Temporary Employment Certification in the area of intended employment within the period beginning 120 days before the date of need, except where the employer also attests that it offered the job opportunity that is the subject of the application to those laid-off U.S. worker(s) and the U.S. worker(s) either refused the job opportunity or was rejected for the job opportunity for lawful, job-related reasons.

Application for Temporary Employment Certification

ETA Form 9142 – APPENDIX B.1
U.S. Department of Labor

9. The employer and its agents and/or attorneys have not sought or received payment of any kind from the employee for any activity related to obtaining labor certification, including payment of the employer's attorneys' fees, application fees, or recruitment costs For purposes of this paragraph, payment includes, but is not limited to, monetary payments, wage concessions (including deductions from wages, salary, or benefits), kickbacks, bribes, tributes, in kind payments, and free labor.

10. Unless the H-2B worker is being sponsored by another subsequent employer, the employer will inform H-2B workers of the requirement that they leave the U.S. at the end of the period certified by the Department or separation from the employer, whichever is earlier, as required under § 655.35, and that if dismissed by the employer prior to the end of the period, the employer is liable for return transportation.

11. Upon the separation from employment of any foreign worker(s) employed under the labor certification application, if such separation occurs prior to the end date of the employment specified in the application, the employer will notify the Department and DHS in writing or any other method specified of the separation from employment not later than forty-eight (48) hours after such separation is discovered by the employer.

12. The employer will not place any H-2B workers employed pursuant to this application outside the area of intended employment listed on the Application for Temporary Employment Certification unless the employer has obtained a new temporary labor certification from the Department.

13. The dates of temporary need, reason(s) for temporary need, and number of worker positions being requested for certification have been truly and accurately stated on the application.

14. If the application is being filed as a job contractor, the employer will not place any H-2B workers employed pursuant to the labor certification application with any other employer or at another employer's worksite unless:

    (i) The employer applicant first makes a bona fide inquiry as to whether the other employer has displaced or intends to displace a similarly employed U.S. worker within the area of intended employment within the period beginning 120 days before and throughout the entire placement of the H-2B worker, the other employer provides written confirmation that it has not so displaced and does not intend to displace such U.S. workers; and
    (ii) All worksites are listed on the certified Application for Temporary Employment Certification

I hereby designate the agent or attorney identified in section D (if any) of the ETA Form 9142 to represent me for the purpose of labor certification and, by virtue of my signature in Block 3 below, **I take full responsibility** for the accuracy of any representations made by my agent or attorney.

I declare under penalty of perjury that I have read and reviewed this application and that to the best of my knowledge the information contained therein is true and accurate. I understand that to knowingly furnish false information in the preparation of this form and any supplement thereto or to aid, abet, or counsel another to do so is a felony punishable by a $250,000 fine or 5 years in the Federal penitentiary or both (18 U.S.C. 1001).

1. Last (family) name	2. First (given) name	3. Middle initial
BRAJEVICH	MICHAEL	N/A
4. Title		
CEO		
5. Signature		6. Date signed
Michael Brajevich		12/17/2012

ADDENDUM TO ETA 9142

Section F.a.2. Number of Hours Per Week

This Mobile Entertainment Employer is a FLSA (13)(a)(3) exempt employer not subject to an hourly wage, overtime or recordkeeping requirements. The weekly wage has been calculated based upon a standard 40-hour week using the methodology detailed in Section G.1.

If state or local law requires overtime it will be calculated and paid as per applicable federal, state or local regulations. However for purposes of the Federal H-2B Program which respects the employers FLSA 13(a)(3) exemption, employer is not offering an overtime rate of pay nor overtime.

Section F.a.3. Hourly Work Schedule

The work schedule varies widely due to weather conditions, local event organizers, local customs, attendance at the event, day of the week, time of the year and a myriad of other factors. The employer will pay the weekly salary for each week that the worker is employed. Both the SWA and DOL in electronic filings require a set start time and set end time to be posted. The times being posted for recruitment and filing are to provide potential applicants and the agency with a general idea of the afternoon and evening schedules that are typical. Hours on week days will probably be reduced, hours on weekends will probably be increased, and all of the above named conditions can affect the hours actually worked. The employer is not representing to either the applicants or the agencies that these hours are fixed and predictable.

Section F.b.5. Post-Employment Drug and Background Checks

The background checks when conducted do not favor either US or H-2B workers, they are conducted on an equal basis for all employees. Employees come into contact with children at our entertainment events and our company policy, local sponsor policy and common industry practice means that the applicants must be able to pass post-employment background checks in regards to Megan's Law, Felonies and Convictions that would require the employee to register as a sexual offender or predator. Various states, counties, cities and venues require that mobile entertainment operators submit all employees to background checks prior to issuance of operating permits and/or credentials for the workers. These background checks, when conducted, are POST-EMPLOYMENT and are conducted by state/local permitting authorities and/or the venue and apply across the board to all workers, including owners and managers.

The background check is included as a term and condition of employment because employees come into contact with children at our entertainment events and our company policy, local sponsor policy and common industry practice means that the applicants must be able to pass post-employment background checks in regards to Megan's Law, Felonies and Convictions that would require the employee to register as a sexual offender or predator. Not only would we be considered negligent, we could be subject to litigation or criminal prosecution if employees were not subject to background checks. Many fairs (venues) mandate the background checks, so if they were not conducted we would not be able to operate.

We believe that the terms and conditions of employment are normal to similarly employed US workers in this industry. The OABA (Outdoor Amusement Business Association) in conjunction with the IAFE (International Association of Fairs and Expositions) published their "Best Practices" recommendations for Mobile

Entertainment Operators and the Venues, and in those recommendations in 2006, best practices in regards to hiring:

- *"Methods and procedures for obtaining background checks on new employees should be shared by the parties."*
- *"Fairs and Mobile amusement operators should access web sites that provide a register of sex offenders, especially in states that enforce Megan's Law..."*
- *"The hiring practices of both parties should be examined and, whenever possible, steps should be taken to create better employee recruitment and training programs."*

All of the mobile entertainment employers are subject to the same venue & regulatory requirements, so similarly employed workers (US and Foreign) would all be subject to the same terms and conditions.

Various states, localities and venues require either that either the employer conducts drug/background checks or they themselves conduct the drug/background checks prior to issuing operating permits/credentials for the event. As an example of guidelines applicable for industry: http://www.state.il.us/agency/idol/faq/faqcarn.htm *These Illinois regulations require background check for all carnival employees and bar employment for convictions for various violent and sexual offences, require drug screening and are similar to local / venue regulations / requirements*

These terms and conditions are not less favorable than those offered to H-2B workers because all of the mobile entertainment employers are subject to the same venue & regulatory requirements, so similarly employed workers (US and H-2B) would all be subject to the same terms and conditions.

Our terms and conditions of employment are not less than the minimum terms and conditions required by the regulation.

Further and without question, these tests will be administered equally between all US and H2B workers.

It is highly unlikely that any H-2B worker, who passed the background check conducted by the Department of State prior to visa issuance and the Department of Homeland Security CBP prior to visa issuance, would fail the background check, but if the background check indicated something serious (ie: Megan's Law Violation, Conviction for a Sexual Offence, Felony) then we would have to terminate the US or H-2B worker and follow all applicable regulations in providing transportation home, etc.

Section G.1. Basic Rate of Pay Offered

Mobile Entertainment Employer will pay the variable prevailing wage ($323.60 to $368.40, Average $347.88) as per 9141 Prevailing Wage Determination [P-400-12279-745190] attached. If there are changes in work locations, employer will obtain applicable prevailing wage for work location and pay such wage.

Section G.1.a. Overtime Rate of Pay

This Mobile Entertainment Employer is a FLSA (13)(a)(3) exempt employer not subject to an hourly wage, overtime or recordkeeping requirements. If state or local law requires overtime it will be calculated and paid as per applicable Federal, state or local regulations. However for purposes of the Federal H-2B Program which respects the employers FLSA 13(a)(3) exemption, employer is not offering an overtime rate of pay nor overtime.

Section G.3. Additional Wage Information:

On the date that the recruitment commenced the Department of Labor's H-2B Wage Methodology was subject to litigation. It is unknown if the Department will further postpone the effective date, or will be legally barred from implementing, the Wage Methodology for the Temporary Non-Agricultural Employment H-2B Program Final Rule, 76 FR 3452 (Jan 19, 2011).

Accordingly, the employer will pay the Variable Prevailing Wage Determination that is valid at the time of employment. Merit increases and/or bonuses may be awarded at employer discretion.

As per prevailing practices of the mobile entertainment industry for both similarly employed US and foreign workers:

- *Employer makes available mobile housing valued at $125.00 per week.*
- *Employer makes available transportation from venue to venue and scheduled transportation to laundry, shopping valued at $25.00 per week.*
- *Employer is an Equal Opportunity, FLSA Section 13(a)(3) Exempt Employer. Depending upon applicable wage laws, wage to be paid as either weekly or hourly salary, no overtime expected.*

If the wage to be paid is higher that the Variable Prevailing Wage Determination, the employer reserves the right to charge a fee for housing and transportation, but the effective rate of pay will not be lower than the Variable Prevailing Wage Determination.

I declare under penalty of perjury that I have read and reviewed this application and that to the best of my knowledge the information contained therein is true and accurate. *I understand that to knowingly furnish false information in the preparation of this form and any supplement thereto or to aid, abet, or counsel another to do so is a felony punishable by a $250,000 fine or 5 years in the Federal penitentiary or both (18 U.S.C. 1001).*

November 7, 2012

Michael Brajevich, CEO
Butler Amusements, Inc.

Corporate Office
3003 S.W. 153rd Drive Suite 205
Beaverton, Oregon 97006

ATTACHEMENT TO 9142

G.3 Additional Wage Information

START DATE	END DATE	City, State	County	Wage	Weekly
2/1/2013	2/10/2013	Yakima, WA	Yakima County	$8.98	$359.20
2/7/2013	2/10/2013	Holtville, CA	Imperial County	$8.65	$346.00
2/14/2013	2/17/2013	Sunnyside, WA	Yakima County	$8.98	$359.20
2/15/2013	2/18/2013	Cloverdale, CA	Sonoma County	$8.66	$346.40
2/15/2013	2/28/2013	Indio,CA	Riverside County	$8.63	$345.20
2/21/2013	2/24/2013	Petaluma, CA	Sonoma County	$8.66	$346.40
2/22/2013	3/3/2013	Ellensburg, WA	Kittitas County	$8.96	$358.40
2/28/2013	3/3/2013	El Mirage, CA	San Bernardino County	$8.63	$345.20
2/28/2013	3/3/2013	Goodyear, AZ	Maricopa County	$8.23	$329.20
2/28/2013	3/3/2013	Jurupa Valley, CA	Riverside County	$8.63	$345.20
3/1/2013	3/14/2013	Oakland, CA	Alameda, County	$8.61	$344.40
3/7/2013	3/10/2013	Hesperia, CA	San Bernardino County	$8.63	$345.20
3/7/2013	3/17/2013	Wenatchee, WA	Chelan County	$8.97	$358.80
3/8/2013	3/10/2013	Chandler, AZ	Maricopa County	$8.23	$329.20
3/14/2013	3/17/2013	Manteca, CA	San Joaquin County	$8.64	$345.60
3/14/2013	3/17/2013	Soledad, CA	Monterey County	$8.59	$343.60
3/15/2013	3/24/2013	Hayward, CA	Alameda, County	$8.61	$344.40
3/15/2013	3/24/2013	Phoenix, AZ	Maricopa County	$8.23	$329.20
3/15/2013	3/24/2013	Mesa, AZ	Maricopa County	$8.23	$329.20
3/22/2013	3/31/2013	Modesto, CA	Stanislaus County	$8.59	$343.60
3/22/2013	3/31/2013	Moses Lake, WA	Grant County	$8.96	$358.40
3/22/2013	3/31/2013	Oakland, CA	Alameda, County	$8.61	$344.40
3/28/2013	3/31/2013	Martinez, CA	Contra Costa County	$8.61	$344.40
4/2/2013	4/7/2013	Yuma, AZ	Yuma County	$8.22	$328.80
4/4/2013	4/7/2013	Bay Point, CA	Contra Costa County	$8.61	$344.40
4/4/2013	4/7/2013	Santa Rosa, CA	Sonoma County	$8.66	$346.40
4/4/2013	4/7/2013	Antelope, CA	Sacramento County	$8.62	$344.80
4/5/2013	4/14/2013	Spokane, WA	Spokane County	$8.99	$359.60
4/10/2013	4/14/2013	Phoenix, AZ	Maricopa County	$8.23	$329.20
4/11/2013	4/14/2013	Tracy, CA	San Joaquin County	$8.64	$345.60
4/11/2013	4/14/2013	Daly City, CA	San Mateo County	$9.12	$364.80
4/11/2013	4/14/2013	Richmond, CA	Contra Costa County	$8.61	$344.40
4/18/2013	4/28/2013	Pullman, WA	Whitman County	$9.02	$360.80
4/19/2013	4/21/2013	San Mateo, CA	San Mateo County	$9.12	$364.80
4/19/2013	4/21/2013	Lompoc, CA	Santa Barbara County	$8.55	$342.00

Corporate Office
3003 S.W. 153rd Drive Suite 205
Beaverton, Oregon 97006

4/19/2013	4/21/2013	Morgan Hill, CA	Santa Clara County	$8.68	$347.20
4/19/2013	4/21/2013	Concord, CA	Contra Costa County	$8.61	$344.40
4/24/2013	4/28/2013	Santa Barbara, CA	Santa Barbara County	$8.55	$342.00
4/26/2013	4/28/2013	Redwood City, CA	San Mateo County	$9.12	$364.80
5/1/2013	5/5/2013	Los Banos, CA	Merced County	$8.61	$344.40
5/2/2013	5/5/2013	Walla Walla, WA	Walla Walla County	$9.02	$360.80
5/2/2013	5/5/2013	Barstow, CA	San Bernardino County	$8.63	$345.20
5/2/2013	5/5/2013	Lincoln, CA	Placer County	$8.62	$344.80
5/3/2013	5/5/2013	Hollister, CA	San Benito County	$8.68	$347.20
5/8/2013	5/12/2013	Las Vegas, NV	Clark County	$8.15	$326.00
5/9/2013	5/12/2013	Dixon, CA	Solano County	$8.73	$349.20
5/9/2013	5/12/2013	Kennewick, WA	Benton County	$9.21	$368.40
5/10/2013	5/12/2013	Mountain View, CA	Santa Clara County	$8.68	$347.20
5/15/2013	5/19/2013	Porterville, CA	Tulare County	$8.77	$350.80
5/16/2013	5/19/2013	Orland, CA	Glenn County	$8.59	$343.60
5/16/2013	5/19/2013	Orangevale, CA	Sacramento County	$8.62	$344.80
5/16/2013	5/19/2013	King City, CA	Monterey County	$8.59	$343.60
5/16/2013	5/19/2013	Westminster, CA	Orange County	$8.90	$356.00
5/16/2013	5/19/2013	Vancouver, WA	Clark County	$8.90	$356.00
5/23/2013	5/27/2013	Chico, CA	Butte County	$8.59	$343.60
5/23/2013	5/26/2013	Kelso, WA	Cowlitz County	$9.05	$362.00
5/24/2013	5/27/2013	Garden Grove, CA	Orange County	$8.90	$356.00
5/24/2013	5/27/2013	Coalinga, CA	Fresno County	$8.62	$344.80
5/30/2013	6/2/2013	San Diego, CA	San Diego County	$8.67	$346.80
5/30/2013	6/2/2013	Fort Bragg, CA	Mendocino County	$8.57	$342.80
5/30/2013	6/2/2013	Olympia, WA	Thurston County	$9.02	$360.80
5/31/2013	6/9/2013	Oakland, CA	Alameda, County	$8.61	$344.40
5/31/2013	6/2/2013	Ukiah, CA	Mendocino County	$8.57	$342.80
5/31/2013	6/2/2013	Foster City, CA	San Mateo County	$9.12	$364.80
6/6/2013	6/9/2013	Beaumont, CA	Riverside County	$8.63	$345.20
6/6/2013	6/9/2013	Covington, WA	King County	$9.04	$361.60
6/7/2013	6/9/2013	San Jose, CA	Santa Clara County	$8.68	$347.20
6/8/2013	6/16/2013	San Mateo, CA	San Mateo County	$9.12	$364.80
6/12/2013	6/16/2013	Anderson, CA	Shasta County	$8.54	$341.60
6/12/2013	6/16/2013	Merced, CA	Merced County	$8.61	$344.40
6/13/2013	6/16/2013	Snohomish, WA	Snohomish County	$9.04	$361.60
6/19/2013	7/7/2013	Pleasanton, CA	Alameda, County	$8.61	$344.40
6/20/2013	6/23/2013	Stockton, CA	San Joaquin County	$8.64	$345.60
6/20/2013	6/23/2013	Auburn, WA	King County	$9.04	$361.60

Corporate Office
3003 S.W. 153rd Drive Suite 205
Beaverton, Oregon 97006

6/26/2013	6/30/2013	Lompoc, CA	Santa Barbara County	$8.55	$342.00
6/27/2013	6/30/2013	Martinez, CA	Contra Costa County	$8.61	$344.40
6/27/2013	6/30/2013	Lakewood, WA	Pierce County	$9.02	$360.80
6/28/2013	6/30/2013	San Jose, CA	Santa Clara County	$8.68	$347.20
7/3/2013	7/7/2013	San Rafael, CA	Marin County	$9.12	$364.80
7/4/2013	7/7/2013	Redwood City, CA	San Mateo County	$9.12	$364.80
7/4/2013	7/7/2013	Seattle, WA	King County	$9.04	$361.60
7/12/2013	7/28/2013	Sacramento, CA	Sacramento County	$8.62	$344.80
7/12/2013	7/21/2013	Turlock, CA	Stanislaus County	$8.59	$343.60
7/12/2013	7/14/2013	Lincoln, OR	Lincoln County	$8.94	$357.60
7/23/2013	7/27/2013	Myrtle Point, OR	Coos County	$8.94	$357.60
7/25/2013	7/28/2013	Hillsboro, OR	Washington County	$8.90	$356.00
7/31/2013	8/11/2013	Ventura, CA	Ventura County	$8.64	$345.60
7/31/2013	8/4/2013	Vallejo, CA	Solano County	$8.73	$349.20
8/1/2013	8/4/2013	San Jose, CA	Santa Clara County	$8.68	$347.20
8/1/2013	8/4/2013	Ukiah, CA	Mendocino County	$8.57	$342.80
8/2/2013	8/11/2013	Ridgefield, WA	Clark County	$8.90	$356.00
8/7/2013	8/11/2013	Grass Valley, CA	Nevada County	$8.61	$344.40
8/13/2013	8/18/2013	Chehalis, WA	Lewis County	$8.99	$359.60
8/16/2013	8/25/2013	Boise, ID	Ada County	$8.10	$324.00
8/22/2013	9/2/2013	Monroe, WA	Snohomish County	$9.04	$361.60
8/27/2013	8/31/2013	Bishop, CA	Inyo County	$8.62	$344.80
8/31/2013	9/7/2013	Blackfoot, ID	Bingham County	$8.09	$323.60
9/6/2013	9/15/2013	Spokane, WA	Spokane County	$8.99	$359.60
9/10/2013	9/15/2013	Las Vegas, NV	Clark County	$8.15	$326.00
9/12/2013	9/15/2013	Lodi, CA	San Joaquin County	$8.64	$345.60
9/20/2013	9/29/2013	Bakersfield, CA	Kern County	$8.52	$340.80
9/20/2013	9/29/2013	Yakima, WA	Yakima County	$8.98	$359.20
10/2/2013	10/13/2013	Fresno, CA	Fresno County	$8.62	$344.80
10/4/2013	10/6/2013	Los Gatos, CA	Santa Clara County	$8.68	$347.20
10/4/2013	10/6/2013	Ceres, CA	Stanislaus County	$8.59	$343.60
10/11/2013	10/20/2013	Hayward, CA	Alameda County	$8.61	$344.40
10/17/2013	10/20/2013	Ridgecrest, CA	Kern County	$8.52	$340.80
10/21/2013	10/31/2013	Los Banos, CA	Merced County	$8.61	$344.40

Employer will pay variable prevailing wage in the listed venues as per the 9141 Attached.

Employer is traveling amusement operation. Above is a complete listing of booked and anticipated (pending) locations for the time period covered by this Job Order, listing city, county, state and prevailing wage listing from ONET/OES Site. It should be noted that for

Corporate Office
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Beaverton, Oregon 97006

several dates there are multiple locations listed. Due to the nature of the business, there are some events that are large enough to support the entire carnival. At other points in time the show must spend some equipment (and workers) to additional locations. When our tour schedule requires our show to handle simultaneous locations or overlapping locations, employer will send workers to locations depending upon the venue and how many rides we will have operating at one venue in comparison to the number of rides operating at the other venues. Our unit continues with the other listed venues and we repeat the process when we encounter simultaneous or overlapping locations again.

11/7/2012

Michael Brajevich
CEO

Corporate Office
3003 S.W. 153rd Drive Suite 205
Beaverton, Oregon 97006

November 7, 2012

U.S. Department of Labor
Office of Foreign Labor Certification
ETA - Chicago National Processing Center
11 West Quincy Court
Chicago, IL 60604-2105
Phone: 312-886-8000 - Fax: 312-353-8830

Re: STATEMENT OF TEMPORARY NEED - Employer: Butler Amusements, Inc.
9142 and 9142 Appendix B.1, Application for Temporary Employment Certification

Dear Sir/Madam:

Our family has been in the Carnival Business all of our lives, providing rides, games and concessions to fairs and festivals on a seasonal basis. This company was founded in 1969 and incorporated in 1984.

We have a seasonal need for these workers, recurring on an annual basis. This is because we are open for a specific season each year and we are a traveling business, the work is evenings and weekends, and it is very difficult to find workers willing to travel from State to State. Even with the economic downturn people do not want to leave their homes and families to travel from event to event. We are unable to find available workers in the US to fill the positions to travel with the show.

This is a need that is seasonal and expected to be recurrent annually from February through October each year. The business has been seasonal since we began, completely shutting down for the months of November through end of January each year, and our need for seasonal workers (US Workers and Foreign) has grown as our business has grown.

We engage in extensive recruiting in hopes of fulfilling our seasonal needs. This recruiting process includes newspaper ads, using the DOL Job Search Protocol and help wanted signs at all of our locations. We have a chronic need for employees that is not filled.

We have applied for labor certification in the past and the number of workers being requested is statistically consistent with previous applications.

Sincerely,

Michael Brajevich
CEO

File

Corporate Office
3003 S.W. 153rd Drive Suite 205
Beaverton, Oregon 97006

December 17, 2012

Department of Homeland Security
USCIS - California Service Center
PREMIUM PROCESSING SERVICE
ATTN: I-129 H2B
24000 Avila Road, 2nd Floor, Room 2312
Laguna Niguel, CA 92677

RE: I-129 246 H2B UNNAMED BENEFICIARIES
RE: I-907 Premium Processing Request Filed Concurrently

I have attached a copy of the Department of Labor Certification that we were issued for this season. This DOL ETA-9142 Final Determination has been certified for 246 Amusement Attendants.

As per current DHS procedures, we are requesting 246 unnamed beneficiaries.

We have a seasonal need for these workers, recurring on an annual basis. This is because we are open for a specific season each year and we are a traveling business, the work is evenings and weekends, and it is very difficult to find workers willing to travel from Location to Location. Even with the economic downturn people do not want to leave their homes and families to travel from event to event. We are unable to find available workers in the US to fill the positions to travel with the show. This is a need that is seasonal and expected to be recurrent annually from January through October each year.

Our family has been in the Carnival Business all of our lives, providing rides, games and concessions to fairs and festivals on a seasonal basis. This company was founded in 1969 and incorporated in 1984. Our season is from February through October, and we close down for the months of November through end of January, to perform simple maintenance and office work.

We engage in extensive recruiting in hopes of fulfilling our seasonal needs. This recruiting process includes newspaper ads and help wanted signs at all of our venues. We have a chronic need for employees that is not filled by US Workers willing to travel and to work evenings and weekends on a regular basis.

I hope that after reviewing this application you will be able to grant these visas to fill our need. I appreciate your assistance in this matter.

Sincerely,

Michael Brajevich, CEO
Butler Amusements, Inc.

OMB No. 1615-0048; Expires 10/31/2014

Department of Homeland Security
U.S. Citizenship and Immigration Services

Form I-907, Request for Premium Processing Service

START HERE - Type or Print (Use black ink)

For USCIS Use Only

Request Physically Received by USCIS	Receipt
Date	
Date	
Returned	
Date	
Date	
Resubmitted	
Date	
Date	

To Be Completed by
Attorney or Representative, if any

☐ Fill in box if Form G-28 is attached to represent the applicant.

ATTY State License #

Part 1. Information About You *(Person filing this petition)*

Family Name *(Last Name)*:
Given Name *(First Name)*:
Full Middle Name:

If filed on behalf of a company: Company or Business Named in the Related Case
Butler Amusements, Inc.

Mailing Address - Street Number and Name / P.O. Box Number
3003 SW 153rd Drive, Ste 205

Company Contact Information:

Name of Company Contact: Michael Brajevich
Title/Position: CEO

City: Beaverton
State/Province: OR
Zip/Postal Code: 97006
Country: USA

IRS Tax # *(if any)*: 77-0014796

You *(the person submitting this request)*:

☒ Are the petitioner who is filing or has filed a petition eligible for Premium Processing.

☐ Are the attorney or accredited representative for the petitioner who is filing or has filed a petition eligible for Premium Processing. *(Complete and submit Form G-28, if Form G-28 has not been submitted with the petition.)*

☐ Are the applicant who is filing or has filed an application eligible for Premium Processing.

☐ Are the attorney or accredited representative for the applicant who is filing or has filed an application eligible for Premium Processing. *(Complete and submit Form G-28, if Form G-28 has not been submitted with the application.)*

Phone Number *(Area/Country Code)*: (503) 643-6610
Fax Number *(Area/Country Code)*: (510) 588-5547
E-Mail Address *(if any)*: CARNIVAL.WORKFORCE@GMAIL.COM

Part 2. Information About Request

1. Form Number of Related Petition/Application: I-129
2. Receipt Number of Related Petition/Application: FILED CONCURRENTLY
3. Classification/Eligibility Requested: H-2B
4. Petitioner/Applicant in the Relating Case: Butler Amusements, Inc.
5. Beneficiary in the Relating Case: 246 UNNAMED BENEFICIARIES

Butler Exh. 3, pp. 042

Part 3. Original Signature

I understand that U.S. Citizenship and Immigration Services (USCIS) will issue a refund of the Premium Processing fee to the addressee above in **Part 1** of this request if USCIS does not take an action on the relating premium processing eligible case within 15 calendar days after this request has been physically received at the appropriate USCIS office. Case actions include a referral for investigation of suspected fraud or misrepresentation, or:

The issuance of:

1. An approval notice;
2. A request for evidence; or
3. A notice of intent to deny.

I certify, under penalty of perjury under the laws of the United States of America, that the information provided with this request is all true and correct. USCIS may obtain any information from the records of the related case that USCIS needs to determine eligibility for the benefit being sought.

Signature | **Title** *(if applicable)*

CEO

Print Your Name | **Date** *(mm/dd/yyyy)*

Michael Brajevich | 12/17/2012

Company Name and Address

Butler Amusements, Inc., 3003 SW 153rd Drive, Ste 205, Beaverton, OR 97006

Daytime Phone Number *(Area Code and Number)*

(503) 643-6610

Part 4. Original Signature of Attorney or Accredited Representative *(Note if attorney is signing above in **Part 3**)*

I declare that I prepared this application at the request of the above person, and it is based on all information of which I have knowledge.

☐ Same individual as signing above in **Part 3**. *(If this box is checked, provide your firm name and address and daytime phone number below and submit Form G-28, if Form G-28 has not been submitted with the petition or application. If this box is not checked, provide the requested information below.)*

Signature | **Print Your Name** | **Date** *(mm/dd/yyyy)*

JAMES KENDRICK JUDKINS | 12/17/2012

Firm Name and Complete Address

JKJ WORKFORCE AGENCY, 32775 FM 106, RIO HONDO, TX 78583

Daytime Phone Number *(Area Code and Number)*

956-748-0550

Butler Exh. 3, pp. 043

AR - 0099

OMB No 1615-0009; Expires 10/31/2013

Department of Homeland Security
U.S. Citizenship and Immigration Services

I-129, Petition for a Nonimmigrant Worker

START HERE - Type or print in black ink.

Part 1. Petitioner Information

*(If the employer is an individual, complete **Number 1;** Organizations complete **Number 2.**) Use the mailing address of the petitioner.*

1. Legal Name of Employer:

   a. Last Name *(Family Name)*

   b. First Name *(Given Name)*

   c. Full Middle Name

2. Company or Organization:

   Name of Company or Organization

   Butler Amusements, Inc.

3. Mailing Address:

   a. C/O: *(In Care Of, if any)*

   Michael Brajevich, CEO

   b. Street Number and Name

   3003 SW 153rd Drive

   c. Suite/Apt. Number

   Ste 205

   d. City

   Beaverton

   e. State/Province

   OR

   f. Country

   USA

   g. Zip/Postal Code

   97006

   h. Telephone Number (include area code) *(Do not leave spaces or type any special characters)*

   (503) 643-6610

   i. E-Mail Address

   carnival.workforce@gmail.co

   j. Federal Employer Identification Number

   77-0014796

   k. Individual Tax Number

   N/A

   l. Social Security Number

   N/A

Receipt

Class: _____

# of Workers: _____

Job Code: _____

Validity Dates: _____

From: _____

To: _____

☐ **Classification Approved**
- ☐ Consulate/POE/PFI Notified At _____
- ☐ Extension Granted
- ☐ COS/Extension Granted

Partial Approval ***(explain)***

Action Block

Part 2. Information About This Petition *(See instructions for fee information.)*

1. **Requested Nonimmigrant Classification** *(Write classification symbol):* H-2B

2. **Basis for Classification** *(Check one):*

- [X] **a.** New employment.
- [ ] **b.** Continuation of previously approved employment without change with the same employer.
- [ ] **c.** Change in previously approved employment.
- [ ] **d.** New concurrent employment.
- [ ] **e.** Change of employer.
- [ ] **f.** Amended petition.

3. Provide the most recent petition/application receipt number for the beneficiary. If none exists, indicate "N/A."

N/A

4. **Requested Action** *(Check one):*

- [X] **a.** Notify the office in **Part 4** so each beneficiary can obtain a visa or be admitted. (**NOTE:** *A petition is not required for an E-1, E-2, H-1B1 Chile Singapore, or TN visa.*)
- [ ] **b.** Change each beneficiary's status and extend their stay since he, she, or they are all now in the U.S. in another status *(see instructions for limitations)*. This is available only where you check "New Employment" in **Item 2.** above.
- [ ] **c.** Extend the stay of each beneficiary since he, she, or they now hold this status.
- [ ] **d.** Amend the stay of each beneficiary since he, she, or they now hold this status.
- [ ] **e.** Extend the status of a nonimmigrant classification based on a Free Trade Agreement. *(See Free Trade Supplement for TN and H1B1 to Form I-129.)*
- [ ] **f.** Change status to a nonimmigrant classification based on a Free Trade Agreement. *(See Free Trade Supplement for TN and H1B1 to Form I-129.)*

5. **Total number of workers in petition** *(See instructions relating to when more than one worker can be included.):* 246

Butler Exh. 3, pp. 045

AR - 0101

Part 3. Beneficiary Information: Information about the beneficiary/beneficiaries you are filing for. *Complete the blocks below. Use the continuation sheet to name each beneficiary included in this petition.*

1.I f an Entertainment Group, Give the Group Name

N/A

a. Family Name *(Last Name)*: 246 UNNAMED H-2B WORKERS

b. Given Name *(First Name)*: N/A

c. Full Middle Name: N/A

d. All Other Names Used *(include aliases, maiden name and names from all previous marriages)*

N/A | N/A | N/A

e. Date of Birth *(mm/dd/yyyy)*: N/A

f. Gender: ☐ Male ☐ Female

g. U.S. Social Security Number *(if any)*: N/A

h. A-Number *(if any)*: A- N/A

i. Country of Birth: N/A

j. Province of Birth: N/A

k. Country of Citizenship: N/A

2.I f in the United States, complete the following:

a. Date of Last Arrival *(mm/dd/yyyy)*: N/A

b. I-94 Number *(Arrival/Departure Document)*: N/A

c. Current Nonimmigrant Status: N/A

d. Date Status Expires *(mm/dd/yyyy) or D/S*: N/A

e. Student & Exchange Visitor Information System (SEVIS) Number *(if any)*: N/A

f. Employment Authorization Document (EAD) Number *(if any)*: N/A

g. Passport Number: N/A

h. Date Passport Issued *(mm/dd/yyyy)*: N/A

i. Date Passport Expires *(mm/dd/yyyy)*: N/A

j. Current U.S. Address (if applicable)

N/A

Part 4. Processing Information

1. If the beneficiary or beneficiaries named in **Part 3** is/are outside the United States or a requested extension of stay or change of status cannot be granted, state the U.S. consulate or inspection facility you want notified if this petition is approved.

a. Type of Office *(Check one)*: ☒ Consulate ☐ Pre-flight inspection ☐ Port of Entry

b. Office Address *(City)*: Monterrey

c. U.S. State or Foreign Country: Mexico

d. Beneficiary's Foreign Address

N/A Unnamed Beneficiaries

Butler Exh. 3, pp. 046

AR - 0102

Part 4. Processing Information *(Continued)*

2. Does each person in this petition have a valid passport?

☐ Not required to have passport ☐ No - Go to **Page 7, Part 9** and write your explanation ☒ Yes

3.	Are you filing any other petitions with this one?	☒ No	☐ Yes - How many?
4.	Are applications for replacement/initial I-94s being filed with this petition?	☒ No	☐ Yes - How many?
5.	Are applications by dependents being filed with this petition?	☒ No	☐ Yes - How many?
6.	Is any beneficiary in this petition in removal proceedings?	☒ No	☐ Yes - explain on **Page 7, Part 9**
7.	Have you ever filed an immigrant petition for any beneficiary in this petition?	☒ No	☐ Yes - explain on **Page 7, Part 9**
8.	If you indicated you were filing a new petition in **Part 2** within the past 7 years, has any beneficiary in this petition:		
	a. Ever been given the classification you are now requesting?	☐ No	☒ Yes - explain on **Page 7, Part 9**
	b. Ever been denied the classification you are now requesting?	☐ No	☒ Yes - explain on **Page 7, Part 9**
9.	Have you ever previously filed a petition for this beneficiary?	☐ No	☒ Yes - explain on **Page 7, Part 9**
10.	If you are filing for an entertainment group, has any beneficiary in this petition not been with the group for at least 1 year?	☐ No	☐ Yes - explain on **Page 7, Part 9**
11a.	Has any beneficiary in this petition ever been a J-1 exchange visitor or J-2 dependent of a J-1 exchange visitor?	☒ No	☐ Yes

11b. If yes to **11a,** provide the dates the beneficiary maintained status as a J-1 exchange visitor or J-2 dependent. Also, provide evidence of this status by attaching a copy of either a DS-2019, Certificate of Eligibility for Exchange Visitor status, a Form IAP-66, or a copy of the passport that includes the J visa stamp.

Part 5. Basic Information About the Proposed Employment and Employer *(Attach the supplement relating to the classification you are requesting.)*

1. Job Title

Amusement and Recreation Attendants

2. LCA or ETA Case Number

H-400-12313-874905

3. Address where the beneficiary(es) will work if different from address in **Part 1.** *(Street number and name, city/town, state, zip code)*

MOBILE ENTERTAINMENT - TRAVEL AS PER THE ATTACHED ITINERARY

4. Is an itinerary included with the petition? ☐ No ☒ Yes 5. Will the beneficiary work off-site? ☒ No ☐ Yes

Butler Exh. 3, pp. 047

AR - 0103

Part 5. Basic Information About the Proposed Employment and Employer (*Attach the supplement relating to the classification you are requesting.*) *(Continued)*

6. Will the beneficiary(ies) work exclusively in the CNMI? ☒ No ☐ Yes

7. Is this a full-time position?
☐ No ☒ Yes If "No." Hours per week: [ ]

8. Wages per week or per year:
[AS PER ATTACHED]

9. Other Compensation *(Explain)*
[ ]

10. Dates of intended employment *(mm/dd/yyyy)*: From: [02/01/2013] To: [10/31/2013]

11. Type of Business
[MOBILE ENTERTAINMENT - TRAVELING CARNIVAL COMPANY]

12. Year Established	13. Current Number of Employees in the U.S.	14. Gross Annual Income	15. Net Annual Income
1969	VARY 0-500	$32,000,000.00	$425,985.00

Part 6. Certification Regarding the Release of Controlled Technology or Technical Data to Foreign Persons in the United States

(For H-1B, H-1B1 Chile/Singapore, L-1, and O-1A petitions only. This section of the form is not required for all other classifications. See **Page 3** of the Instructions before completing this section.)

Check Box 1 or Box 2 as appropriate:

With respect to the technology or technical data the petitioner will release or otherwise provide access to the beneficiary, the petitioner certifies that it has reviewed the Export Administration Regulations (EAR) and the International Traffic in Arms Regulations (ITAR) and has determined that:

☐ 1. A license is not required from either U.S. Department of Commerce or the U.S. Department of State to release such technology or technical data to the foreign person; or

☐ 2. A license is required from the U.S. Department of Commerce and/or the U.S. Department of State to release such technology or technical data to the beneficiary and the petitioner will prevent access to the controlled technology or technical data by the beneficiary until and unless the petitioner has received the required license or other authorization to release it to the beneficiary.

Butler Exh. 3, pp. 048

AR - 0104

Part 7. Signature *Read the information on penalties in the instructions before completing this section.*

I certify, under penalty of perjury that this petition and the evidence submitted with it are true and correct to the best of my knowledge. I authorize the release of any information from my records, or from the petitioning organization's records that U.S. Citizenship and Immigration Services needs to determine eligibility for the benefit being sought. I recognize the authority of USCIS to conduct audits of this petition using publicly available open source information. I also recognize that supporting evidence submitted may be verified by USCIS through any means determined appropriate by USCIS, including but not limited to, on-site compliance reviews.

If filing this petition on behalf of an organization, I certify that I am authorized to do so by the organization.

Signature

Daytime Phone Number *(Area/Country Code)*
503-643-6610

Print Name
Michael Brajevich, CEO

Date *(mm/dd/yyyy)*
12/17/2012

NOTE: If you do not completely fill out this form and the required supplement, or fail to submit required documents listed in the instructions, the person(s) filed for may not be found eligible for the requested benefit and this petition may be denied.

Part 8. Signature of Person Preparing Form, If Other Than Above

I declare that I prepared this petition at the request of the above person and I certify that it is true and correct to the best of my knowledge.

Signature

Daytime Phone Number *(Area/Country Code)*
956-748-0550

Print Name
JAMES ~~KENDRICK~~ JUDKINS

Date *(mm/dd/yyyy)*
12/17/2012

Firm Name and Address

JKJ WORKFORCE AGENCY
32775 FM 106
RIO HONDO, TX 78583

Butler Exh. 3, pp. 049

Part 9. Explanation Page

4.8.A. UNNAMED BENEFICIARIES.
4.8.B. UNNAMED BENEFICIARIES.
4.9. UNNAMED BENEFICIARIES.

5.8. MOBILE ENTERTAINMENT - EMPLOYER WILL PAY THE VARIABLE PREVAILING WAGE AS PER DOL ETA 9142 LABOR CERTIFICATION AND ITEMIZED ITINERARY ATTACHED.

Signature

Date *(mm dd yyyy)*

12/17/2012

Print Name

Michael Brajevich, CEO

Butler Exh. 3, pp. 050

OMB No. 1615-0009, Expires 10/07/2013

Department of Homeland Security
U.S. Citizenship and Immigration Services

H Classification Supplement to Form I-129

1. Name of the petitioner

Butler Amusements, Inc.

2. Name of the beneficiary or if this petition includes multiple beneficiaries, the total number of beneficiaries

246 UNNAMED BENEFICIARIES

3. List each beneficiary's prior periods of stay in H or L classification in the United States for the last 6 years (beneficiaries requesting H-2A or H-2B classification need only list the last 3 years). Be sure to only list those periods in which each beneficiary was actually in the United States in an H or L classification. Do not include periods in which the beneficiary was in a dependent status, for example, H-4 or L-2 status.

NOTE: Submit photocopies of Forms I-94, I-797, and/or other USCIS issued documents noting these periods of stay in the H or L classification. If more space is needed, attach an additional sheet.

Subject's Name	Period of Stay *(mm/dd/yyyy)* From	To
N/A UNNAMED BENEFICIARIES		

4. Classification sought *(Check one)*

- ☐ **a.** H-1B Specialty Occupation
- ☐ **b.** H-1B2 Exceptional services relating to a cooperative research and development project administered by the U.S. Department of Defense (DOD)
- ☐ **c.** H-1B3 Fashion model of national or international acclaim
- ☐ **d.** H-1C Registered Nurse
- ☐ **e.** H-2A Agricultural worker
- ☒ **f.** H-2B Non-agricultural worker
- ☐ **g.** H-3 Trainee
- ☐ **h.** H-3 Special education exchange visitor program

5. Are you filing this petition on behalf of an alien subject to the Guam-CNMI cap exemption under Public Law 110-229? ☒ No ☐ Yes

Section 1. Complete This Section If Filing for H-1B Classification

1. Describe the proposed duties

2. Beneficiary's present occupation and summary of prior work experience

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Section 1. Complete This Section If Filing for H-1B Classification *(Continued)*

Statement for H-1B specialty occupations only:

By filing this petition, I agree to, and will abide by, the terms of the labor condition application (LCA) for the duration of the beneficiary's authorized period of stay for H-1B employment. I certify that I will maintain a valid employer-employee relationship with the beneficiary at all times. If the beneficiary is assigned to a position in a new location I will obtain and post an LCA for that site prior to reassignment.

I further understand that I cannot charge the beneficiary the ACWIA fee, and that any other required reimbursement will be considered an offset against wages and benefits paid relative to the LCA.

Signature of Petitioner	**Print or Type Name**	**Date** *(mm/dd/yyyy)*

Statement for H-1B specialty occupations and U.S. Department of Defense projects:

As an authorized official of the employer, I certify that the employer will be liable for the reasonable costs of return transportation of the alien abroad if the beneficiary is dismissed from employment by the employer before the end of the period of authorized stay.

Signature of Authorized Official of Employer	**Print or Type Name**	**Date** *(mm/dd/yyyy)*

Statement for H-1B U.S. Department of Defense projects only:

I certify that the beneficiary will be working on a cooperative research and development project or a co-production project under a reciprocal government-to-government agreement administered by the U.S. Department of Defense.

Signature of DOD Project Manager	**Print or Type Name**	**Date** *(mm/dd/yyyy)*

Section 2. Complete This Section If Filing For H-1C Classification

I certify under penalty of perjury, under the laws of the United States of America, that this attachment and the evidence submitted with it is true and correct. If filing this petition on behalf of an organization or entity, I certify that I am empowered to do so by that organization or entity. I authorize the release of any information from my records, or from the petitioning organization or entity's records, that U.S. Citizenship and Immigration Services may need to determine eligibility for the benefit being sought.

Signature	**Print or Type Name**
Title	**Date** *(mm/dd/yyyy)*

Firm Name and Address

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Section 3. Complete This Section If Filing for H-2A or H-2B Classification

1. Employment is: *(Check one)*

- [x] a. Seasonal
- [ ] b. PeakLoad
- [ ] c. Intermittent
- [ ] d. One-time occurrence

2. Temporary need is: *(Check one)*

- [ ] a. Unpredictable
- [ ] b. Periodic
- [x] c. Recurrent annually

3. Explain your temporary need for the beneficiary or beneficiaries' services *(Attach a separate sheet if additional space is needed.)*

Our family has been in the Carnival Business all of our lives,providing entertainment, rides, games and concessions on a seasonal basis. This company was founded in 1969.

We have a seasonal need for these workers, recurring on an annual basis. This is because we are open for a specific season each year and we are a traveling business, the work is evenings and weekends, and it is very difficult to find workers willing to travel from State to State. Even with the economic downturn people do not want to leave their homes and families to travel from event to event. We are unable to find available workers in the US to fill the positions to travel with the show.

This is a need that is seasonal and expected to be recurrent annually from February through October each year. The business has been seasonal since we began, completely shutting down for the months of November through end of January each year, and the need for seasonal workers has been constant.

We engage in extensive recruiting in hopes of fulfilling our seasonal needs. This recruiting process includes newspaper ads, using the DOL Job Search Protocol and help wanted signs at all of our locations. Our chronic need for employees is not filled.

While our need for temporary workers is recurrent annually, predictable and seasonal, the nature of the outdoor amusement business is that our events have longer hours and higher attendance when school is not in session, requiring an increase in staff when school vacation starts. We request permission for staggered entry for a limited number of workers when our temporary need increases based upon this business need.

4. List the country(ies) of citizenship of the H-2A/H-2B worker(s) you plan to hire.

Name of country(ies):

MEXICO

5. If the H-2A or H-2B workers you plan to hire are not from a country that has been designated as a participating country in accordance with 8 CFR 214.2(h)(5)(i)(F)(1) or 214.2(h)(6)(i)(E)(1), you must provide all the information requested below. See www.uscis.gov Web site for the list of participating countries. (Attach a separate sheet if additional space is needed.)

Family Name (Last Name)	Given Name (First Name)
N/A	N/A
Full Middle Name	**Date of Birth** *(mm dd yyyy)*
N/A	N/A

All Other Names Used:

N/A

Country of Birth:	Country of Citizenship
N/A	N/A

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Section 3. Complete This Section If Filing for H-2A or H-2B Classification *(Continued)*

6a. Have any of the workers listed in Number 5 above ever been admitted to the United States previously in H-2A/H-2B status ? ☐ No ☐ Yes

Visa Classification (H-2A or H-2B): [ ]

b. If you answered question **6a** "Yes," did they comply with the terms of their status? ☐ No ☐ Yes

If you answered question **6b** "Yes," attach evidence of the workers' compliance.

c. If the H-2A or H-2B worker(s) you plan to hire are from a country not on the list of eligible countries, and you want the petition to be considered for approval, you must also provide evidence that: (1) a worker with the required skills is not available from a country on the list of eligible countries; (2) there is no potential for abuse, fraud, or other harm to the integrity of the H-2A/H-2B visa program through the potential admission of these worker(s) that you plan to hire; and (3) there are other factors that would serve the U.S. interest (if any).

7. Did you or do you plan to use a staffing, recruiting, or similar placement service or agent to locate the H-2A/H-2B workers that you intend to hire by filing this petition? ☐ No ☒ Yes

If "Yes," list the name and address of service used.

Name: JKJ Workforce Agency, Inc

Address: 32775 FM 106, Rio Hondo, TX 78583

8a. Did any of the H-2A/H-2B workers that you have located or plan to hire pay you, the above service, or any service or agent, any form of compensation as a condition of the employment or do they have an agreement to pay you or the service at a later date? (Do not include reasonable travel expenses, government visa fees, or other reasonable fees for which the worker is responsible.) See 8 CFR 214.2(h)(5)(xi)(A) or 214.2(h)(6)(i)(B). ☒ No ☐ Yes

b. If the workers paid a fee, have they been reimbursed for such fees or compensation, or if the workers had an agreement to pay a fee that has not been paid, has that agreement been terminated before being paid by the workers? ☐ No ☐ Yes

(Attach evidence of termination or reimbursement to this petition.)

9a. Have you ever had an H-2A/H-2B petition denied or revoked because an employee paid a job placement fee or other similar compensation as a condition of the job offer? ☒ No ☐ Yes

If "Yes," When? _____

Receipt Number: _____

b. Was the worker reimbursed for such fees and compensation? ☐ No ☐ Yes
(Attach evidence of reimbursement.) If you answered "No" because of a failure to locate the worker, attach evidence of the efforts to locate the worker.

10. If you are an H-2A petitioner, are you a participant in the E-Verify program? ☐ No ☐ Yes

If "Yes," E-Verify Company ID or Client Company ID: _____

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The H-2A/H-2B petitioner and each employer consent to allow Government access to the site where the labor is being performed for the purpose of determining compliance with H-2A/H-2B requirements. The petitioner further agrees to notify DHS beginning on a date and in a manner specified in a notice published in the Federal Register within 2 workdays if: an H-2A/H-2B worker fails to report for work within 5 workdays after the employment start date stated on the petition or, applicable to H-2A petitioners only, within 5 workdays of the start date established by the petitioner, whichever is later; the agricultural labor or services for which H-2A/H-2B workers were hired is completed more than 30 days early; or the H-2A/H-2B worker absconds from the worksite or is terminated prior to the completion of agricultural labor or services for which he or she was hired. The petitioner agrees to retain evidence of such notification and make it available for inspection by DHS officers for a 1-year period. "Workday" means the period between the time on any particular day when such employee commences his or her principal activity and the time on that day at which he or she ceases such principal activity or activities.

For H-2A petitioners only: The petitioner agrees to pay $10 in liquidated damages for each instance where it cannot demonstrate it is in compliance with the notification requirement.

The petitioner must execute **Part A.** If the petitioner is the employer's agent, the employer must execute **Part B.** If there are joint employers, they must each execute **Part C.**

Part A. Petitioner:

By filing this petition, I agree to the conditions of H-2A/H-2B employment and agree to the notification requirements. For H-2A petitioners: I also agree to the liquidated damages requirements defined in 8 CFR 214.2(h)(5)(vi)(B)(3).

Signature of Petitioner	Print or Type Name	Date *(mm dd yyyy)*
	Michael Brajevich, CEO	12/17/2012

Part B. Employer who is not the petitioner:

I certify that I have authorized the party filing this petition to act as my agent in this regard. I assume full responsibility for all representations made by this agent on my behalf and agree to the conditions of H-2A/H-2B eligibility.

Signature of Employer	Print or Type Name	Date *(mm dd yyyy)*

Part C. Joint Employers:

I agree to the conditions of H-2A eligibility.

Signature of Joint Employer	Print or Type Name	Date *(mm dd yyyy)*
Signature of Joint Employer	**Print or Type Name**	**Date** *(mm dd yyyy)*
Signature of Joint Employer	**Print or Type Name**	**Date** *(mm dd yyyy)*
Signature of Joint Employer	**Print or Type Name**	**Date** *(mm dd yyyy)*

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Section 4. Complete This Section If Filing for H-3 Classification

1.I f you answer "yes" to any of the following questions, attach a full explanation.

a. Is the training you intend to provide, or similar training, available in the beneficiary's country?	☐ No	☐ Yes
b. Will the training benefit the beneficiary in pursuing a career abroad?	☐ No	☐ Yes
c. Does the training involve productive employment incidental to training? If yes, explain the amount of compensation the beneficiary will receive and what percentage of time he or she will spend in employment versus the classroom on **Page 7. Part 9.**	☐ No	☐ Yes
d. Does the beneficiary already have skills related to the training?	☐ No	☐ Yes
e. Is this training an effort to overcome a labor shortage?	☐ No	☐ Yes
f. Do you intend to employ the beneficiary abroad at the end of this training?	☐ No	☐ Yes

2. If you do not intend to employ the beneficiary abroad at the end of this training, explain why you wish to incur the cost of providing this training and your expected return from this training.

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ATTACHMENT TO I-129

5.3 ADDRESS WHERE BENEFICIARY WILL WORK AND MOBILE ENTERTAINMENT ITINERARY - STARTING LOCATION:

1301 SOUTH FAIR AVENUE, YAKIMA, WA 98901

5.8 WAGE INFORMATION

AS PER CURRENT US DOL AND US CIS PROCEDURES FOR THE MOBILE ENTERTAINMENT, EMPLOYER WILL BE PAYING A VARIABLE WEEKLY WAGE AS FOLLOWS:

START DATE	END DATE	City, State	County	Wage	Weekly
2/1/2013	2/10/2013	Yakima, WA	Yakima County	$8.98	$359.20
2/7/2013	2/10/2013	Holtville, CA	Imperial County	$8.65	$346.00
2/14/2013	2/17/2013	Sunnyside, WA	Yakima County	$8.98	$359.20
2/15/2013	2/18/2013	Cloverdale, CA	Sonoma County	$8.66	$346.40
2/15/2013	2/28/2013	Indio,CA	Riverside County	$8.63	$345.20
2/21/2013	2/24/2013	Petaluma, CA	Sonoma County	$8.66	$346.40
2/22/2013	3/3/2013	Ellensburg, WA	Kittitas County	$8.96	$358.40
2/28/2013	3/3/2013	El Mirage, CA	San Bernardino County	$8.63	$345.20
2/28/2013	3/3/2013	Goodyear, AZ	Maricopa County	$8.23	$329.20
2/28/2013	3/3/2013	Jurupa Valley, CA	Riverside County	$8.63	$345.20
3/1/2013	3/14/2013	Oakland, CA	Alameda, County	$8.61	$344.40
3/7/2013	3/10/2013	Hesperia, CA	San Bernardino County	$8.63	$345.20
3/7/2013	3/17/2013	Wenatchee, WA	Chelan County	$8.97	$358.80
3/8/2013	3/10/2013	Chandler, AZ	Maricopa County	$8.23	$329.20
3/14/2013	3/17/2013	Manteca, CA	San Joaquin County	$8.64	$345.60
3/14/2013	3/17/2013	Soledad, CA	Monterey County	$8.59	$343.60
3/15/2013	3/24/2013	Hayward, CA	Alameda, County	$8.61	$344.40
3/15/2013	3/24/2013	Phoenix, AZ	Maricopa County	$8.23	$329.20
3/15/2013	3/24/2013	Mesa, AZ	Maricopa County	$8.23	$329.20
3/22/2013	3/31/2013	Modesto, CA	Stanislaus County	$8.59	$343.60
3/22/2013	3/31/2013	Moses Lake, WA	Grant County	$8.96	$358.40
3/22/2013	3/31/2013	Oakland, CA	Alameda, County	$8.61	$344.40
3/28/2013	3/31/2013	Martinez, CA	Contra Costa County	$8.61	$344.40
4/2/2013	4/7/2013	Yuma, AZ	Yuma County	$8.22	$328.80
4/4/2013	4/7/2013	Bay Point, CA	Contra Costa County	$8.61	$344.40
4/4/2013	4/7/2013	Santa Rosa, CA	Sonoma County	$8.66	$346.40
4/4/2013	4/7/2013	Antelope, CA	Sacramento County	$8.62	$344.80
4/5/2013	4/14/2013	Spokane, WA	Spokane County	$8.99	$359.60
4/10/2013	4/14/2013	Phoenix, AZ	Maricopa County	$8.23	$329.20
4/11/2013	4/14/2013	Tracy, CA	San Joaquin County	$8.64	$345.60
4/11/2013	4/14/2013	Daly City, CA	San Mateo County	$9.12	$364.80
4/11/2013	4/14/2013	Richmond, CA	Contra Costa County	$8.61	$344.40
4/18/2013	4/28/2013	Pullman, WA	Whitman County	$9.02	$360.80
4/19/2013	4/21/2013	San Mateo, CA	San Mateo County	$9.12	$364.80
4/19/2013	4/21/2013	Lompoc, CA	Santa Barbara County	$8.55	$342.00

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4/19/2013	4/21/2013	Morgan Hill, CA	Santa Clara County	$8.68	$347.20
4/19/2013	4/21/2013	Concord, CA	Contra Costa County	$8.61	$344.40
4/24/2013	4/28/2013	Santa Barbara, CA	Santa Barbara County	$8.55	$342.00
4/26/2013	4/28/2013	Redwood City, CA	San Mateo County	$9.12	$364.80
5/1/2013	5/5/2013	Los Banos, CA	Merced County	$8.61	$344.40
5/2/2013	5/5/2013	Walla Walla, WA	Walla Walla County	$9.02	$360.80
5/2/2013	5/5/2013	Barstow, CA	San Bernardino County	$8.63	$345.20
5/2/2013	5/5/2013	Lincoln, CA	Placer County	$8.62	$344.80
5/3/2013	5/5/2013	Hollister, CA	San Benito County	$8.68	$347.20
5/8/2013	5/12/2013	Las Vegas, NV	Clark County	$8.15	$326.00
5/9/2013	5/12/2013	Dixon, CA	Solano County	$8.73	$349.20
5/9/2013	5/12/2013	Kennewick, WA	Benton County	$9.21	$368.40
5/10/2013	5/12/2013	Mountain View, CA	Santa Clara County	$8.68	$347.20
5/15/2013	5/19/2013	Porterville, CA	Tulare County	$8.77	$350.80
5/16/2013	5/19/2013	Orland, CA	Glenn County	$8.59	$343.60
5/16/2013	5/19/2013	Orangevale, CA	Sacramento County	$8.62	$344.80
5/16/2013	5/19/2013	King City, CA	Monterey County	$8.59	$343.60
5/16/2013	5/19/2013	Westminster, CA	Orange County	$8.90	$356.00
5/16/2013	5/19/2013	Vancouver, WA	Clark County	$8.90	$356.00
5/23/2013	5/27/2013	Chico, CA	Butte County	$8.59	$343.60
5/23/2013	5/26/2013	Kelso, WA	Cowlitz County	$9.05	$362.00
5/24/2013	5/27/2013	Garden Grove, CA	Orange County	$8.90	$356.00
5/24/2013	5/27/2013	Coalinga, CA	Fresno County	$8.62	$344.80
5/30/2013	6/2/2013	San Diego, CA	San Diego County	$8.67	$346.80
5/30/2013	6/2/2013	Fort Bragg, CA	Mendocino County	$8.57	$342.80
5/30/2013	6/2/2013	Olympia, WA	Thurston County	$9.02	$360.80
5/31/2013	6/9/2013	Oakland, CA	Alameda, County	$8.61	$344.40
5/31/2013	6/2/2013	Ukiah, CA	Mendocino County	$8.57	$342.80
5/31/2013	6/2/2013	Foster City, CA	San Mateo County	$9.12	$364.80
6/6/2013	6/9/2013	Beaumont, CA	Riverside County	$8.63	$345.20
6/6/2013	6/9/2013	Covington, WA	King County	$9.04	$361.60
6/7/2013	6/9/2013	San Jose, CA	Santa Clara County	$8.68	$347.20
6/8/2013	6/16/2013	San Mateo, CA	San Mateo County	$9.12	$364.80
6/12/2013	6/16/2013	Anderson, CA	Shasta County	$8.54	$341.60
6/12/2013	6/16/2013	Merced, CA	Merced County	$8.61	$344.40
6/13/2013	6/16/2013	Snohomish, WA	Snohomish County	$9.04	$361.60
6/19/2013	7/7/2013	Pleasanton, CA	Alameda, County	$8.61	$344.40
6/20/2013	6/23/2013	Stockton, CA	San Joaquin County	$8.64	$345.60
6/20/2013	6/23/2013	Auburn, WA	King County	$9.04	$361.60
6/26/2013	6/30/2013	Lompoc, CA	Santa Barbara County	$8.55	$342.00
6/27/2013	6/30/2013	Martinez, CA	Contra Costa County	$8.61	$344.40
6/27/2013	6/30/2013	Lakewood, WA	Pierce County	$9.02	$360.80
6/28/2013	6/30/2013	San Jose, CA	Santa Clara County	$8.68	$347.20
7/3/2013	7/7/2013	San Rafael, CA	Marin County	$9.12	$364.80
7/4/2013	7/7/2013	Redwood City, CA	San Mateo County	$9.12	$364.80
7/4/2013	7/7/2013	Seattle, WA	King County	$9.04	$361.60
7/12/2013	7/28/2013	Sacramento, CA	Sacramento County	$8.62	$344.80
7/12/2013	7/21/2013	Turlock, CA	Stanislaus County	$8.59	$343.60
7/12/2013	7/14/2013	Lincoln, OR	Lincoln County	$8.94	$357.60
7/23/2013	7/27/2013	Myrtle Point, OR	Coos County	$8.94	$357.60
7/25/2013	7/28/2013	Hillsboro, OR	Washington County	$8.90	$356.00
7/31/2013	8/11/2013	Ventura, CA	Ventura County	$8.64	$345.60
7/31/2013	8/4/2013	Vallejo, CA	Solano County	$8.73	$349.20

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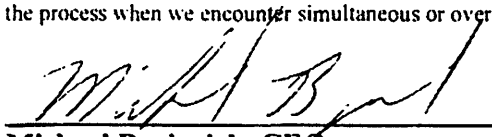
8/1/2013	8/4/2013	San Jose, CA	Santa Clara County	$8.68	$347.20
8/1/2013	8/4/2013	Ukiah, CA	Mendocino County	$8.57	$342.80
8/2/2013	8/11/2013	Ridgefield, WA	Clark County	$8.90	$356.00
8/7/2013	8/11/2013	Grass Valley, CA	Nevada County	$8.61	$344.40
8/13/2013	8/18/2013	Chehalis, WA	Lewis County	$8.99	$359.60
8/16/2013	8/25/2013	Boise, ID	Ada County	$8.10	$324.00
8/22/2013	9/2/2013	Monroe, WA	Snohomish County	$9.04	$361.60
8/27/2013	8/31/2013	Bishop, CA	Inyo County	$8.62	$344.80
8/31/2013	9/7/2013	Blackfoot, ID	Bingham County	$8.09	$323.60
9/6/2013	9/15/2013	Spokane, WA	Spokane County	$8.99	$359.60
9/10/2013	9/15/2013	Las Vegas, NV	Clark County	$8.15	$326.00
9/12/2013	9/15/2013	Lodi, CA	San Joaquin County	$8.64	$345.60
9/20/2013	9/29/2013	Bakersfield, CA	Kern County	$8.52	$340.80
9/20/2013	9/29/2013	Yakima, WA	Yakima County	$8.98	$359.20
10/2/2013	10/13/2013	Fresno, CA	Fresno County	$8.62	$344.80
10/4/2013	10/6/2013	Los Gatos, CA	Santa Clara County	$8.68	$347.20
10/4/2013	10/6/2013	Ceres, CA	Stanislaus County	$8.59	$343.60
10/11/2013	10/20/2013	Hayward, CA	Alameda County	$8.61	$344.40
10/17/2013	10/20/2013	Ridgecrest, CA	Kern County	$8.52	$340.80
10/21/2013	10/31/2013	Los Banos, CA	Merced County	$8.61	$344.40

FLSA exemption 13(a)(3) applies to this employer in State and Local venues that respect the FLSA exemption 13(a)(3). California Industrial Welfare Commission Order 10-2001 applies to this employer while working in the State of California. Employer follows prevailing practices for the Traveling Amusement Industry in regards to housing, transportation and weekly salary for workers.

Employer is traveling amusement operation. Above is a complete listing of booked and anticipated (pending) locations for the time period covered by this Job Order, listing city, county, state and prevailing wage listing from ONET/OES Site. It should be noted that for several dates there are multiple locations listed. Due to the nature of the business, there are some events that are large enough to support the entire carnival. At other points in time the show must spend some equipment (and workers) to additional locations. When our tour schedule requires our show to handle simultaneous locations or overlapping locations, employer will send workers to locations depending upon the venue and how many rides we will have operating at one venue in comparison to the number of rides operating at the other venues. Our unit continues with the other listed venues and we repeat the process when we encounter simultaneous or overlapping locations again.



12/17/2012

Michael Brajevich, CEO
Butler Amusements, Inc.

U.S. Department of Labor

Employment and Training Administration
Office of Foreign Labor Certification
Chicago National Processing Center
11 West Quincy Court
Chicago , IL 60604-2105

FINAL DETERMINATION

December 14, 2012

James K Judkins
32775 FM 106
Rio Hondo, TX 78583

ETA Case Number: H-400-12313-874905
Number of Openings: 246
Occupation: Amusement and Recreation Attendants
Period of Certification: 02/01/2013 - 10/31/2013

RE: BUTLER AMUSEMENTS, INC

Dear Sir/Madam:

Your application seeking temporary labor certification under the H-2B temporary nonagricultural program has been reviewed and **certified**. The Department of Labor (Department) has made a final determination on your *Application for Temporary Employment Certification* in accordance with Departmental regulations at 20 Code of Federal Regulations (CFR) sec. 655, Subpart A. Based on the documentation and attestations provided by the employer, the Department hereby certifies that a sufficient number of able, willing and qualified U.S. workers have not been identified as being available at the time and place needed to fill the job opportunities for which certification is sought, and the employment of the H-2B temporary workers in such labor or services will not adversely affect the wages and working conditions of U.S. workers.

The *Application for Temporary Employment Certification*, ETA Form 9142, **has been certified and is enclosed.**

Upon receipt of this notification, you will need to submit Form I-129 and all required documentation, including the original, certified H-2B *Application for Temporary Employment Certification* to the appropriate U.S. Citizenship and Immigration Service (USCIS) office. The USCIS application form and additional information can be obtained at http://www.uscis.gov.

Important Note

With respect to the offered wage guarantee, this certification assumes that the employer will pay the certified weekly wage for 40 hours of work per week, as

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indicated in Section G of the employer's ETA Form 9142. Please remember that consistent with the Department's regulations at 20 C.F.R. sec. 655.22(e) the employer is required to pay the H-2B workers and U.S. workers recruited in connection with an H-2B application, the certified offered wage during the entire period of the approved H-2B labor certification. The offered wage must equal or exceed the highest of the most recent prevailing wage that is or will be issued by the Department to the employer for the time period the work is performed, or the applicable Federal, State, or local minimum wage. If that prevailing wage was issued by the Department as an hourly wage (indicating that similarly-employed U.S. workers earn that wage for each hour of work), then the employer is required to pay H-2B or U.S. workers recruited in connection with an H-2B application at least that hourly wage for all hours worked, including those hours in excess of 40 hours of work per week. This requirement of the H-2B program is independent of any applicable exemption from the provisions of the Fair Labor Standards Act. Please remember that the H-2B regulations also require compliance with applicable State and local employment laws, which may require a higher rate of pay for overtime hours.

Important Reminders

In accordance with Departmental regulations at 20 CFR sec. 655.24(a), the Department has the authority to conduct audits of H-2B temporary labor certification applications. Employers with certified applications selected for audit will receive an official letter from our office requesting documentation in support of the application. Failure to comply with the audit process may result in the employer being placed on supervised recruitment in accordance with Departmental regulations at 20 CFR sec. 655.30, or debarment in accordance with Departmental regulations at 20 CFR sec. 655.31.

In accordance with Departmental regulations at 20 CFR sec. 655.22(f), upon separation from employment of H-2B worker(s) employed under the labor certification application, if such separation occurs prior to the end date of the employment specified in the application, the employer will notify the Department and DHS in writing of the separation from employment not later than 2 work days after such separation is discovered by the employer. An abandonment or abscondment shall be deemed to begin after a worker fails to report for work at the regularly scheduled time for 5 consecutive working days without the consent of the employer. Employees may be terminated for cause.

Terminations and job abandonment notifications sent to the Department, must be sent to the email address at H2B.Abandonment&Termination.Chicago@dol.gov. Employers without Internet access may also send written notification by facsimile to (312) 886-1688 (ATTN: H-2B Abandonment and Termination).

For all future applications or requests for extension, the employer must submit the most current:

- ETA Form 9142: www.foreignlaborcert.doleta.gov/pdf/ETA_Form_9142.pdf
- ETA Form 9142, Appendix B.1: http://www.foreignlaborcert.doleta.gov/pdf/ETA_Form_9142_APPENDIX_B1.pdf.

Questions concerning this case can be directed via e-mail to TLC.Chicago@dol.gov, phone at (312) 886-8000, or facsimile at (312) 886-1688.

Sincerely,

H-2B Certifying Officer

cc: BUTLER AMUSEMENTS, INC

Enclosures: ETA Form 9142

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*Please read and review the filing instructions carefully before completing the ETA Form 9142. A copy of the instructions can be found at http://www.foreignlaborcert.doleta.gov/. In accordance with Federal Regulations, incomplete or obviously inaccurate applications will not be certified by the Department of Labor. If submitting this form non-electronically, ALL required fields/items containing an asterisk (*) must be completed as well as any fields/items where a response is conditional as indicated by the section (§) symbol.*

A. Employment-Based Nonimmigrant Visa Information

1. Indicate the type of visa classification supported by this application *(Write classification symbol)*: *	H-2B

B. Temporary Need Information

1. Job Title * Amusement and Recreation Attendants - Traveling Ca

2. SOC (ONET/OES) code *	3. SOC (ONET/OES) occupation title *
39-3091	Amusement and Recreation Attendants

4. Is this a full-time position? * [✓] Yes [ ] No

Period of Intended Employment

5. Begin Date * *(mm/dd/yyyy)*	6. End Date * *(mm/dd/yyyy)*
02/01/2013	10/31/2013

7. Worker positions needed/basis for the visa classification supported by this application

246 **Total Worker Positions Being Requested for Certification ***

Basis for the visa classification supported by this application
(indicate the total workers in each applicable category based on the total workers identified above)

246	a. New employment *	0	d. New concurrent employment *
0	b. Continuation of previously approved employment * without change with the same employer	0	e. Change in employer *
0	c. Change in previously approved employment *	0	f. Amended petition *

8. Nature of Temporary Need: (Choose only one of the standards) *

[✓] Seasonal [ ] Peakload [ ] One-Time Occurrence [ ] Intermittent or Other Temporary Need

9. Statement of Temporary Need *

This company has been in business since 1969. The business is a traveling amusement enterprise, closing down completely from November through end of January each year, and has been seasonal in nature since inception. The temporary need is expected to be seasonal, recurring annually.

Because the work involves travel from location to location, with work being performed in the evenings, weekends and holidays, there has been a chronic, seasonal need for foreign workers that is not filled by US Workers.

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C. Employer Information

Important Note: Enter the full name of the individual employer, partnership, or corporation and all other required information in this section. For joint employer or master applications filed on behalf of more than one employer under the H-2A program, identify the main or primary employer in the section below and then submit a separate attachment that identifies each employer, by name, mailing address, and total worker positions needed, under the application.

1. Legal business name * BUTLER AMUSEMENTS, INC		
2. Trade name/Doing Business As (DBA), if applicable N/A		
3. Address 1 * 3003 SW 153RD DR STE 205		
4. Address 2 N/A		
5. City * BEAVERTON	6. State * OR	7. Postal code * 97006
8. Country * UNITED STATES OF AMERICA	9. Province N/A	
10. Telephone number * 408-210-6653	11. Extension N/A	
12. Federal Employer Identification Number (FEIN from IRS) * 770014796	13. NAICS code (must be at least 4-digits) * 713990	
14. Number of non-family full-time equivalent employees 500	15. Annual gross revenue $32,000,000.00	16. Year established 1969

17. Type of employer application (choose only one box below) *

- [x] Individual Employer
- [ ] H-2A Labor Contractor or Job Contractor
- [ ] Association – Sole Employer (H-2A only)
- [ ] Association – Joint Employer (H-2A only)
- [ ] Association – Filing as Agent (H-2A only)

D. Employer Point of Contact Information

Important Note: The information contained in this Section must be that of an employee of the employer who is authorized to act on behalf of the employer in labor certification matters. The information in this Section must be different from the agent or attorney information listed in Section E, unless the attorney is an employee of the employer. For joint employer or master applications filed on behalf of more than one employer under the H-2A program, enter only the contact information for the main or primary employer (e.g., contact for an association filing as joint employer) under the application.

1. Contact's last (family) name * BRAJEVICH	2. First (given) name * MICHAEL	3. Middle name(s) * N/A	
4. Contact's job title * CEO			
5. Address 1 * 3003 SW 153RD DR STE 205			
6. Address 2 N/A			
7. City * BEAVERTON		8. State * OR	9. Postal code * 97006
10. Country * UNITED STATES OF AMERICA		11. Province N/A	
12. Telephone number * 408-210-6653	13. Extension N/A	14. E-Mail address MICKBRAJEVICH@AOL.COM	

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E. Attorney or Agent Information (If applicable)

1. Is/are the employer(s) represented by an attorney or agent in the filing of this application (including associations acting as agent under the H-2A program)? If "Yes", complete Section E. *			☑ Yes ☐ No
2. Attorney or Agent's last (family) name §	3. First (given) name §	4. Middle name(s) §	
Judkins	James	K	
5. Address 1 §			
32775 FM 106			
6. Address 2			
N/A			
7. City §	8. State §	9. Postal code §	
Rio Hondo	TX	78583	
10. Country §	11. Province		
UNITED STATES OF AMERICA	N/A		
12. Telephone number §	13. Extension	14. E-Mail address	
956-748-0550	N/A	carnival.workforce@gmail.com	
15. Law firm/Business name §		16. Law firm/Business FEIN §	
JKJ Workforce Agency, Inc.		841626921	
17. State Bar number (only if attorney) §		18. State of highest court where attorney is in good standing (only if attorney) §	
N/A		N/A	
19. Name of the highest court where attorney is in good standing (only if attorney) §			
N/A			

F. Job Offer Information

a. Job Description

1. Job Title *	
Amusement and Recreation Attendants - Traveling Ca	
2. Number of hours of work per week	3. Hourly Work Schedule *
Basic *: 40 Overtime: 0	A.M. (h:mm): 1 : 00 P.M. (h:mm): 10 : 00
4. Does this position supervise the work of other employees? * ☐ Yes ☑ No	4a. If yes, number of employees worker will supervise (if applicable) § N/A

5. Job duties – A description of the duties to be performed **MUST** begin in this space. If necessary, add attachment to continue and complete description. *

Perform variety of attending duties at amusement facility (traveling carnival). Set-up, tear-down, operate amusement rides, food concessions and/or games.

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F. Job Offer Information *(continued)*

b. Minimum Job Requirements

1. Education: minimum U.S. diploma/degree required *

☑ None ☐ High School/GED ☐ Associate's ☐ Bachelor's ☐ Master's ☐ Doctorate (PhD) ☐ Other degree (JD, MD, etc.)

1a. If "Other degree" in question 1, specify the diploma/ degree required §	1b. Indicate the major(s) and/or field(s) of study required § (May list more than one related major and more than one field)
N/A	N/A

2. Does the employer require a second U.S. diploma/degree? *	☐ Yes	☑ No

2a. If "Yes" in question 2, indicate the second U.S. diploma/degree and the major(s) and/or field(s) of study required §

N/A

3. Is training for the job opportunity required? *	☐ Yes	☑ No

3a. If "Yes" in question 3, specify the number of months of training required §	3b. Indicate the field(s)/name(s) of training required § (May list more than one related field and more than one type)
N/A	N/A

4. Is employment experience required? *	☐ Yes	☑ No

4a. If "Yes" in question 4, specify the number of months of experience required §	4b. Indicate the occupation required §
N/A	N/A

5. Special Requirements - List specific skills, licenses/certifications, and requirements of the job opportunity. *

No special skills, licenses/certifications for this employment. However, these employees come into contact with children at our entertainment events and our company policy, local sponsor policy and common practice mean that the applicants must be able to pass post-employment drug and background checks in regards to Megan's Law, Felonys and Convictions that would require the employee to register as a sexual offender or predator.

c. Place of Employment Information

1. Worksite address 1 *
1301 South Fair Avenue

2. Address 2
N/A

3. City *	4. County *
Yakima	Yakima County
5. State/District/Territory *	6. Postal code *
WA	98901
7. Will work be performed in multiple worksites within an area of intended employment or a location(s) other than the address listed above? *	☑ Yes ☐ No

7a. If Yes in question 7, identify the geographic place(s) of employment with as much specificity as possible. If necessary, submit an attachment to continue and complete a listing of all anticipated worksites. §

SEE ADDENDUM FOR ADDITIONAL WORKSITE FOR PLACE OF EMPLOYMENT

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G. Rate of Pay

1. Basic Rate of Pay Offered *	1a. Overtime Rate of Pay *(if applicable)* §
From: $ 323 . 60 To (Optional): $ 368 . 40	From: $ N/A . N/A To (Optional): $ N/A . N/A

2. Per: (Choose only one) * ☐ Hour ☑ Week ☐ Bi-Weekly ☐ Month ☐ Year ☐ Piece Rate

2a. If Piece Rate is indicated in question 2, specify the wage offer requirements: §
N/A

3. Additional Wage Information (e.g., multiple worksite applications, itinerant work, or other special procedures). If necessary, add attachment to continue and complete description. §
FLSA exemption 13(a)(3) applies to this employer in State and Local venues that respect the FLSA exemption 13 (a)(3).

Employer follows prevailing practices for the Traveling Amusement Industry in regards to housing, transportation and weekly salary for workers.

H. Recruitment Information

1. Name of State Workforce Agency (SWA) serving the area of intended employment *
Washington State WorkSource

2. SWA job order identification number *	2a. Start date of SWA job order *	2b. End date of SWA job order * (In H-2A this date is 50% of contract period)
WS413925495	10/18/2012	10/28/2012

3. Is there a Sunday edition of a newspaper (of general circulation) in the area of intended employment? * ☑ Yes ☐ No

Name of Newspaper/Publication *(in area of intended employment for H-2B only)* *	Dates of Print Advertisement §	
4. Yakima Herald Republic	From: 10/21/2012	To: 10/21/2012
5. Yakima Herald Republic	From: 10/24/2012	To: 10/24/2012

6. Additional Recruitment Activities for H-2B program. Use the space below to identify the type(s) or source(s) of recruitment, geographic location(s) of recruitment, and the date(s) on which recruitment was conducted. If necessary, add attachment to continue and complete description. *

Employer recruits workers by:
Contacting local recruitment agencies for "spot help" to fill in at specific locations.
Posting Help Wanted Signs at all events.

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I. Declaration of Employer and Attorney/Agent

In accordance with Federal regulations, the employer must attest that it will abide by certain terms, assurances and obligations as a condition for receiving a temporary labor certification from the U.S. Department of Labor. Applications that fail to attach Appendix A.2 or Appendix B.1 will be considered incomplete and not accepted for processing by the ETA application processing center.

1. For H-2A Applications ONLY, please confirm that you have read and agree to all the applicable terms, assurances and obligations contained in **Appendix A.2.** §	☐ Yes ☐ No ☐ N/A
2. For H-2B Applications ONLY, please confirm that you have read and agree to all the applicable terms, assurances and obligations contained in **Appendix B.1.** §	☑ Yes ☐ No ☐ N/A

J. Preparer

Complete this section if the preparer of this application is a person other than the one identified in either Section D (employer point of contact) or E (attorney or agent) of this application.

1. Last (family) name §	2. First (given) name §	3. Middle initial §
N/A	N/A	N/A
4. Job Title § N/A		
5. Firm/Business name § N/A		
6. E-Mail address § N/A		

K. U.S. Government Agency Use (ONLY)

Pursuant to the provisions of Section 101 (a)(15)(h)(ii) of the Immigration and Nationality Act, as amended, I hereby certify that there are not sufficient U.S. workers available and the employment of the above will not adversely affect the wages and working conditions of workers in the U.S. similarly employed. By virtue of the signature below, the Department of Labor hereby acknowledges the following:

This certification is valid from 02/01/2013 to 10/31/2013.

William L. Carlson
Department of Labor, Office of Foreign Labor Certification

12/14/2012
Determination Date (date signed)

H-400-12313-874905
Case number

CERTIFIED
Case Status

L. OMB Paperwork Reduction Act *(1205-0466)*

Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. Respondent's reply to these reporting requirements is mandatory to obtain the benefits of temporary employment certification (Immigration and Nationality Act, Section 101 (a)(15)(H)(ii)). Public reporting burden for this collection of information is estimated to average 1 hour per response for H-2A and 2 hours 45 minutes for H-2B, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate to the Office of Foreign Labor Certification * U.S. Department of Labor * Room C4312 * 200 Constitution Ave., NW * Washington, DC * 20210. **Do NOT send the completed application to this address.**

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CORRECTION APPROVED BY NATIONAL PROCESSING CENTER SA ON 12-14-12 DATE

ADDENDUM

Complete worksite location list is attached.

ADDENDUM SECTION F.c.7: Additional Worksites

1. California County/Township MERCED - MERCED, CA MSA
2. California County/Township KERN - BAKERSFIELD, CA MSA
3. California County/Township ALAMEDA - OAKLAND-FREMONT-HAYWARD, CA METROPOLITAN DIVISION
4. California County/Township STANISLAUS - MODESTO, CA MSA
5. California County/Township SANTA CLARA - SAN JOSE-SUNNYVALE-SANTA CLARA, CA MSA
6. California County/Township FRESNO - FRESNO, CA MSA
7. Washington County/Township YAKIMA - YAKIMA, WA MSA
8. California County/Township KERN - BAKERSFIELD, CA MSA
9. California County/Township SAN JOAQUIN - STOCKTON, CA MSA
10. Nevada County/Township CLARK - LAS VEGAS-PARADISE, NV MSA
11. Washington County/Township SPOKANE - SPOKANE, WA MSA
12. Idaho County/Township BINGHAM - EAST IDAHO NONMETROPOLITAN AREA
13. California County/Township INYO - EASTERN SIERRA REGION OF CALIFORNIA NONMETROPOLITAN AREA
14. Washington County/Township SNOHOMISH - SEATTLE-BELLEVUE-EVERETT, WA METROPOLITAN DIVISION
15. Idaho County/Township ADA - BOISE CITY-NAMPA, ID MSA
16. Washington County/Township LEWIS - SOUTHWESTERN WASHINGTON NONMETROPOLITAN AREA
17. California County/Township NEVADA - NORTHERN MOUNTAINS REGION OF CALIFORNIA NONMETROPOLITAN AREA
18. Washington County/Township CLARK - PORTLAND-VANCOUVER-BEAVERTON, OR-WA MSA
19. California County/Township MENDOCINO - NORTH COAST REGION OF CALIFORNIA NONMETROPOLITAN AREA
20. California County/Township SANTA CLARA - SAN JOSE-SUNNYVALE-SANTA CLARA, CA MSA
21. California County/Township SOLANO - VALLEJO-FAIRFIELD, CA MSA
22. California County/Township VENTURA - OXNARD-THOUSAND OAKS-VENTURA, CA MSA
23. Oregon County/Township WASHINGTON - PORTLAND-VANCOUVER-BEAVERTON, OR-WA MSA
24. Oregon County/Township COOS - COASTAL OREGON NONMETROPOLITAN AREA
25. Oregon County/Township LINCOLN - COASTAL OREGON NONMETROPOLITAN AREA
26. California County/Township STANISLAUS - MODESTO, CA MSA
27. California County/Township SACRAMENTO - SACRAMENTO--ARDEN-ARCADE--ROSEVILLE, CA MSA
28. Washington County/Township KING - SEATTLE-BELLEVUE-EVERETT, WA METROPOLITAN DIVISION
29. California County/Township SAN MATEO - SAN FRANCISCO-SAN MATEO-REDWOOD CITY, CA METROPOLITAN DIVISION
30. California County/Township MARIN - SAN FRANCISCO-SAN MATEO-REDWOOD CITY, CA METROPOLITAN DIVISION
31. California County/Township SANTA CLARA - SAN JOSE-SUNNYVALE-SANTA CLARA, CA MSA
32. Washington County/Township PIERCE - TACOMA, WA METROPOLITAN DIVISION
33. California County/Township CONTRA COSTA - OAKLAND-FREMONT-HAYWARD, CA METROPOLITAN DIVISION
34. California County/Township SANTA BARBARA - SANTA BARBARA-SANTA MARIA, CA MSA
35. Washington County/Township KING - SEATTLE-BELLEVUE-EVERETT, WA METROPOLITAN DIVISION
36. California County/Township SAN JOAQUIN - STOCKTON, CA MSA
37. California County/Township ALAMEDA - OAKLAND-FREMONT-HAYWARD, CA METROPOLITAN DIVISION
38. Washington County/Township SNOHOMISH - SEATTLE-BELLEVUE-EVERETT, WA METROPOLITAN DIVISION
39. California County/Township MERCED - MERCED, CA MSA
40. California County/Township SHASTA - REDDING, CA MSA
41. California County/Township SAN MATEO - SAN FRANCISCO-SAN MATEO-REDWOOD CITY, CA METROPOLITAN DIVISION
42. California County/Township SANTA CLARA - SAN JOSE-SUNNYVALE-SANTA CLARA, CA MSA
43. Washington County/Township KING - SEATTLE-BELLEVUE-EVERETT, WA METROPOLITAN DIVISION
44. California County/Township RIVERSIDE - RIVERSIDE-SAN BERNARDINO-ONTARIO, CA MSA
45. California County/Township SAN MATEO - SAN FRANCISCO-SAN MATEO-REDWOOD CITY, CA METROPOLITAN DIVISION
46. California County/Township MENDOCINO - NORTH COAST REGION OF CALIFORNIA NONMETROPOLITAN AREA
47. California County/Township ALAMEDA - OAKLAND-FREMONT-HAYWARD, CA METROPOLITAN DIVISION
48. Washington County/Township THURSTON - OLYMPIA, WA MSA
49. California County/Township MENDOCINO - NORTH COAST REGION OF CALIFORNIA NONMETROPOLITAN AREA
50. California County/Township SAN DIEGO - SAN DIEGO-CARLSBAD-SAN MARCOS, CA MSA
51. California County/Township FRESNO - FRESNO, CA MSA
52. California County/Township ORANGE - SANTA ANA-ANAHEIM-IRVINE, CA METROPOLITAN DIVISION
53. Washington County/Township COWLITZ - LONGVIEW, WA MSA
54. California County/Township BUTTE - CHICO, CA MSA
55. Washington County/Township CLARK - PORTLAND-VANCOUVER-BEAVERTON, OR-WA MSA
56. California County/Township ORANGE - SANTA ANA-ANAHEIM-IRVINE, CA METROPOLITAN DIVISION
57. California County/Township MONTEREY - SALINAS, CA MSA
58. California County/Township SACRAMENTO - SACRAMENTO--ARDEN-ARCADE--ROSEVILLE, CA MSA
59. California County/Township GLENN - NORTH VALLEY REGION OF CALIFORNIA NONMETROPOLITAN AREA
60. California County/Township TULARE - VISALIA-PORTERVILLE, CA MSA
61. California County/Township SANTA CLARA - SAN JOSE-SUNNYVALE-SANTA CLARA, CA MSA
62. California County/Township SAN BENITO - SAN JOSE-SUNNYVALE-SANTA CLARA, CA MSA
63. Washington County/Township BENTON - KENNEWICK-RICHLAND-PASCO, WA MSA
64. California County/Township SOLANO - VALLEJO-FAIRFIELD, CA MSA
65. Nevada County/Township CLARK - LAS VEGAS-PARADISE, NV MSA
66. California County/Township PLACER - SACRAMENTO--ARDEN-ARCADE--ROSEVILLE, CA MSA
67. California County/Township SAN BERNARDINO - RIVERSIDE-SAN BERNARDINO-ONTARIO, CA MSA
68. Washington County/Township WALLA WALLA - EASTERN WASHINGTON NONMETROPOLITAN AREA
69. California County/Township MERCED - MERCED, CA MSA
70. California County/Township SAN MATEO - SAN FRANCISCO-SAN MATEO-REDWOOD CITY, CA METROPOLITAN DIVISION
71. California County/Township SANTA BARBARA - SANTA BARBARA-SANTA MARIA, CA MSA

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For Use in Filing Applications Under the H-2B Non-Agricultural Program ONLY

A. Attorney or Agent Declaration

I hereby certify that I am an employee of, or hired by, the employer listed in Section C of the ETA Form 9142, and that I have been designated by that employer to act on its behalf in connection with this application. I also certify that to the best of my knowledge the information contained herein is true and correct. I understand that to knowingly furnish false information in the preparation of this form and any supplement hereto or to aid, abet, or counsel another to do so is a felony punishable by a $250,000 fine or 5 years in a Federal penitentiary or both (18 U.S.C. 1001).

1. Attorney or Agent's last (family) name	2. First (given) name	3. Middle initial
Judkins	James	K
4. Firm/Business name JKJ Workforce Agency, Inc.		
5. E-Mail address carnival.workforce@gmail.com		
6. Signature		7. Date signed 12/17/2012

B. Employer Declaration

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

1. The job opportunity is a bona fide, full-time temporary position, the qualifications for which are consistent with the normal and accepted qualifications required by non-H-2B employers in the same or comparable occupations.
2. The job opportunity is not vacant because the former occupant(s) is (are) on strike or locked out in the course of a labor dispute involving a work stoppage.
3. The job opportunity is open to any qualified U.S. worker regardless of race, color, national origin, age, sex, religion, handicap, or citizenship, and the employer has conducted the required recruitment, in accordance with regulations, and has been unsuccessful in locating sufficient numbers of qualified U.S. applicants for the job opportunity for which certification is sought. Any U.S. workers who applied or apply for the job were or will be rejected only for lawful, job-related reasons, and the employer must retain records of all rejections.
4. The offered terms and working conditions of the job opportunity are normal to workers similarly employed in the area(s) of intended employment and are not less favorable than those offered to the foreign worker(s) and are not less than the minimum terms and conditions required by Federal regulation at 20 CFR 655, Subpart A.
5. The offered wage equals or exceeds the highest of the most recent prevailing wage that is or will be issued by the Department to the employer for the time period the work is performed, or the applicable Federal, State, or local minimum wage, and the employer will pay the offered wage.
6. The offered wage is not based on commissions, bonuses or other incentives, unless the employer guarantees a wage paid on a weekly, bi-weekly, or monthly basis that equals or exceeds the prevailing wage, or the legal Federal or State minimum wage, whichever is highest.
7. During the period of employment that is the subject of the labor certification application, the employer will comply with applicable Federal, State and local employment-related laws and regulations, including employment-related health and safety laws;
8. The employer has not laid off and will not lay off any similarly employed U.S. worker in the occupation that is the subject of the Application for Temporary Employment Certification in the area of intended employment within the period beginning 120 days before the date of need, except where the employer also attests that it offered the job opportunity that is the subject of the application to those laid-off U.S. worker(s) and the U.S. worker(s) either refused the job opportunity or was rejected for the job opportunity for lawful, job-related reasons.

Case Number: H-400-12313-874905 Case Status: CERTIFIED Period of Employment: 02/01/2013 to 10/31/2013

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U.S. Department of Labor

9. The employer and its agents and/or attorneys have not sought or received payment of any kind from the employee for any activity related to obtaining labor certification, including payment of the employer's attorneys' fees, application fees, or recruitment costs. For purposes of this paragraph, payment includes, but is not limited to, monetary payments, wage concessions (including deductions from wages, salary, or benefits), kickbacks, bribes, tributes, in kind payments, and free labor.

10. Unless the H-2B worker is being sponsored by another subsequent employer, the employer will inform H-2B workers of the requirement that they leave the U.S. at the end of the period certified by the Department or separation from the employer, whichever is earlier, as required under § 655.35, and that if dismissed by the employer prior to the end of the period, the employer is liable for return transportation.

11. Upon the separation from employment of any foreign worker(s) employed under the labor certification application, if such separation occurs prior to the end date of the employment specified in the application, the employer will notify the Department and DHS in writing or any other method specified of the separation from employment not later than forty-eight (48) hours after such separation is discovered by the employer.

12. The employer will not place any H-2B workers employed pursuant to this application outside the area of intended employment listed on the Application for Temporary Employment Certification unless the employer has obtained a new temporary labor certification from the Department.

13. The dates of temporary need, reason(s) for temporary need, and number of worker positions being requested for certification have been truly and accurately stated on the application.

14. If the application is being filed as a job contractor, the employer will not place any H-2B workers employed pursuant to the labor certification application with any other employer or at another employer's worksite unless:

    (i) The employer applicant first makes a bona fide inquiry as to whether the other employer has displaced or intends to displace a similarly employed U.S. worker within the area of intended employment within the period beginning 120 days before and throughout the entire placement of the H-2B worker, the other employer provides written confirmation that it has not so displaced and does not intend to displace such U.S. workers; and
    (ii) All worksites are listed on the certified Application for Temporary Employment Certification

I hereby designate the agent or attorney identified in section D (if any) of the ETA Form 9142 to represent me for the purpose of labor certification and, by virtue of my signature in Block 3 below, **I take full responsibility** for the accuracy of any representations made by my agent or attorney.

I declare under penalty of perjury that I have read and reviewed this application and that to the best of my knowledge the information contained therein is true and accurate. I understand that to knowingly furnish false information in the preparation of this form and any supplement thereto or to aid, abet, or counsel another to do so is a felony punishable by a $250,000 fine or 5 years in the Federal penitentiary or both (18 U.S.C. 1001).

1. Last (family) name	2. First (given) name	3. Middle initial
BRAJEVICH	MICHAEL	N/A
4. Title		
CEO		
5. Signature		6. Date signed
Michael Brajevich		12/17/2012

☐	California	County/Township	MERCED - MERCED, CA MSA
☐	California	County/Township	KERN - BAKERSFIELD, CA MSA
☐	California	County/Township	ALAMEDA - OAKLAND-FREMONT-HAYWARD, CA METROPOLITAN DIVISION
☐	California	County/Township	STANISLAUS - MODESTO, CA MSA
☐	California	County/Township	SANTA CLARA - SAN JOSE-SUNNYVALE-SANTA CLARA, CA MSA
☐	California	County/Township	FRESNO - FRESNO, CA MSA
☐	Washington	County/Township	YAKIMA - YAKIMA, WA MSA
☐	California	County/Township	KERN - BAKERSFIELD, CA MSA
☐	California	County/Township	SAN JOAQUIN - STOCKTON, CA MSA
☐	Nevada	County/Township	CLARK - LAS VEGAS-PARADISE, NV MSA
☐	Washington	County/Township	SPOKANE - SPOKANE, WA MSA
☐	Idaho	County/Township	BINGHAM - EAST IDAHO NONMETROPOLITAN AREA
☐	California	County/Township	INYO - EASTERN SIERRA REGION OF CALIFORNIA NONMETROPOLITAN AREA
☐	Washington	County/Township	SNOHOMISH - SEATTLE-BELLEVUE-EVERETT, WA METROPOLITAN DIVISION
☐	Idaho	County/Township	ADA - BOISE CITY-NAMPA, ID MSA
☐	Washington	County/Township	LEWIS - SOUTHWESTERN WASHINGTON NONMETROPOLITAN AREA
☐	California	County/Township	NEVADA - NORTHERN MOUNTAINS REGION OF CALIFORNIA NONMETROPOLITAN AREA
☐	Washington	County/Township	CLARK - PORTLAND-VANCOUVER-BEAVERTON, OR-WA MSA
☐	California	County/Township	MENDOCINO - NORTH COAST REGION OF CALIFORNIA NONMETROPOLITAN AREA
☐	California	County/Township	SANTA CLARA - SAN JOSE-SUNNYVALE-SANTA CLARA, CA MSA
☐	California	County/Township	SOLANO - VALLEJO-FAIRFIELD, CA MSA
☐	California	County/Township	VENTURA - OXNARD-THOUSAND OAKS-VENTURA, CA MSA
☐	Oregon	County/Township	WASHINGTON - PORTLAND-VANCOUVER-BEAVERTON, OR-WA MSA
☐	Oregon	County/Township	COOS - COASTAL OREGON

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			NONMETROPOLITAN AREA
☐	Oregon	County/Township	LINCOLN - COASTAL OREGON NONMETROPOLITAN AREA
☐	California	County/Township	STANISLAUS - MODESTO, CA MSA
☐	California	County/Township	SACRAMENTO - SACRAMENTO--ARDEN-ARCADE--ROSEVILLE, CA MSA
☐	Washington	County/Township	KING - SEATTLE-BELLEVUE-EVERETT, WA METROPOLITAN DIVISION
☐	California	County/Township	SAN MATEO - SAN FRANCISCO-SAN MATEO-REDWOOD CITY, CA METROPOLITAN DIVISION
☐	California	County/Township	MARIN - SAN FRANCISCO-SAN MATEO-REDWOOD CITY, CA METROPOLITAN DIVISION
☐	California	County/Township	SANTA CLARA - SAN JOSE-SUNNYVALE-SANTA CLARA, CA MSA
☐	Washington	County/Township	PIERCE - TACOMA, WA METROPOLITAN DIVISION
☐	California	County/Township	CONTRA COSTA - OAKLAND-FREMONT-HAYWARD, CA METROPOLITAN DIVISION
☐	California	County/Township	SANTA BARBARA - SANTA BARBARA-SANTA MARIA, CA MSA
☐	Washington	County/Township	KING - SEATTLE-BELLEVUE-EVERETT, WA METROPOLITAN DIVISION
☐	California	County/Township	SAN JOAQUIN - STOCKTON, CA MSA
☐	California	County/Township	ALAMEDA - OAKLAND-FREMONT-HAYWARD, CA METROPOLITAN DIVISION
☐	Washington	County/Township	SNOHOMISH - SEATTLE-BELLEVUE-EVERETT, WA METROPOLITAN DIVISION
☐	California	County/Township	MERCED - MERCED, CA MSA
☐	California	County/Township	SHASTA - REDDING, CA MSA
☐	California	County/Township	SAN MATEO - SAN FRANCISCO-SAN MATEO-REDWOOD CITY, CA METROPOLITAN DIVISION
☐	California	County/Township	SANTA CLARA - SAN JOSE-SUNNYVALE-SANTA CLARA, CA MSA
☐	Washington	County/Township	KING - SEATTLE-BELLEVUE-EVERETT, WA METROPOLITAN DIVISION

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☐	California	County/Township	RIVERSIDE - RIVERSIDE-SAN BERNARDINO-ONTARIO, CA MSA
☐	California	County/Township	SAN MATEO - SAN FRANCISCO-SAN MATEO-REDWOOD CITY, CA METROPOLITAN DIVISION
☐	California	County/Township	MENDOCINO - NORTH COAST REGION OF CALIFORNIA NONMETROPOLITAN AREA
☐	California	County/Township	ALAMEDA - OAKLAND-FREMONT-HAYWARD, CA METROPOLITAN DIVISION
☐	Washington	County/Township	THURSTON - OLYMPIA, WA MSA
☐	California	County/Township	MENDOCINO - NORTH COAST REGION OF CALIFORNIA NONMETROPOLITAN AREA
☐	California	County/Township	SAN DIEGO - SAN DIEGO-CARLSBAD-SAN MARCOS, CA MSA
☐	California	County/Township	FRESNO - FRESNO, CA MSA
☐	California	County/Township	ORANGE - SANTA ANA-ANAHEIM-IRVINE, CA METROPOLITAN DIVISION
☐	Washington	County/Township	COWLITZ - LONGVIEW, WA MSA
☐	California	County/Township	BUTTE - CHICO, CA MSA
☐	Washington	County/Township	CLARK - PORTLAND-VANCOUVER-BEAVERTON, OR-WA MSA
☐	California	County/Township	ORANGE - SANTA ANA-ANAHEIM-IRVINE, CA METROPOLITAN DIVISION
☐	California	County/Township	MONTEREY - SALINAS, CA MSA
☐	California	County/Township	SACRAMENTO - SACRAMENTO--ARDEN-ARCADE--ROSEVILLE, CA MSA
☐	California	County/Township	GLENN - NORTH VALLEY REGION OF CALIFORNIA NONMETROPOLITAN AREA
☐	California	County/Township	TULARE - VISALIA-PORTERVILLE, CA MSA
☐	California	County/Township	SANTA CLARA - SAN JOSE-SUNNYVALE-SANTA CLARA, CA MSA
☐	California	County/Township	SAN BENITO - SAN JOSE-SUNNYVALE-SANTA CLARA, CA MSA
☐	Washington	County/Township	BENTON - KENNEWICK-RICHLAND-PASCO, WA MSA
☐	California	County/Township	SOLANO - VALLEJO-FAIRFIELD, CA MSA
☐	Nevada	County/Township	CLARK - LAS VEGAS-PARADISE, NV MSA

☐	California	County/Township	PLACER - SACRAMENTO--ARDEN-ARCADE--ROSEVILLE, CA MSA
☐	California	County/Township	SAN BERNARDINO - RIVERSIDE-SAN BERNARDINO-ONTARIO, CA MSA
☐	Washington	County/Township	WALLA WALLA - EASTERN WASHINGTON NONMETROPOLITAN AREA
☐	California	County/Township	MERCED - MERCED, CA MSA
☐	California	County/Township	SAN MATEO - SAN FRANCISCO-SAN MATEO-REDWOOD CITY, CA METROPOLITAN DIVISION
☐	California	County/Township	SANTA BARBARA - SANTA BARBARA-SANTA MARIA, CA MSA
☐	California	County/Township	CONTRA COSTA - OAKLAND-FREMONT-HAYWARD, CA METROPOLITAN DIVISION
☐	California	County/Township	SANTA CLARA - SAN JOSE-SUNNYVALE-SANTA CLARA, CA MSA
☐	California	County/Township	SANTA BARBARA - SANTA BARBARA-SANTA MARIA, CA MSA
☐	California	County/Township	SAN MATEO - SAN FRANCISCO-SAN MATEO-REDWOOD CITY, CA METROPOLITAN DIVISION
☐	Washington	County/Township	WHITMAN - EASTERN WASHINGTON NONMETROPOLITAN AREA
☐	California	County/Township	CONTRA COSTA - OAKLAND-FREMONT-HAYWARD, CA METROPOLITAN DIVISION
☐	California	County/Township	SAN MATEO - SAN FRANCISCO-SAN MATEO-REDWOOD CITY, CA METROPOLITAN DIVISION
☐	California	County/Township	SAN JOAQUIN - STOCKTON, CA MSA
☐	Arizona	County/Township	MARICOPA - PHOENIX-MESA-SCOTTSDALE, AZ MSA
☐	Washington	County/Township	SPOKANE - SPOKANE, WA MSA
☐	California	County/Township	SACRAMENTO - SACRAMENTO--ARDEN-ARCADE--ROSEVILLE, CA MSA
☐	California	County/Township	SONOMA - SANTA ROSA-PETALUMA, CA MSA
☐	California	County/Township	CONTRA COSTA - OAKLAND-FREMONT-HAYWARD, CA METROPOLITAN

			DIVISION
☐	Arizona	County/Township	YUMA - YUMA, AZ MSA
☐	California	County/Township	CONTRA COSTA - OAKLAND-FREMONT-HAYWARD, CA METROPOLITAN DIVISION
☐	California	County/Township	ALAMEDA - OAKLAND-FREMONT-HAYWARD, CA METROPOLITAN DIVISION
☐	Washington	County/Township	GRANT - CENTRAL WASHINGTON NONMETROPOLITAN AREA
☐	California	County/Township	STANISLAUS - MODESTO, CA MSA
☐	Arizona	County/Township	MARICOPA - PHOENIX-MESA-SCOTTSDALE, AZ MSA
☐	California	County/Township	ALAMEDA - OAKLAND-FREMONT-HAYWARD, CA METROPOLITAN DIVISION
☐	California	County/Township	MONTEREY - SALINAS, CA MSA
☐	California	County/Township	SAN JOAQUIN - STOCKTON, CA MSA
☐	Arizona	County/Township	MARICOPA - PHOENIX-MESA-SCOTTSDALE, AZ MSA
☐	Washington	County/Township	CHELAN - WENATCHEE, WA MSA
☐	California	County/Township	SAN BERNARDINO - RIVERSIDE-SAN BERNARDINO-ONTARIO, CA MSA
☐	California	County/Township	ALAMEDA - OAKLAND-FREMONT-HAYWARD, CA METROPOLITAN DIVISION
☐	California	County/Township	RIVERSIDE - RIVERSIDE-SAN BERNARDINO-ONTARIO, CA MSA
☐	Arizona	County/Township	MARICOPA - PHOENIX-MESA-SCOTTSDALE, AZ MSA
☐	California	County/Township	SAN BERNARDINO - RIVERSIDE-SAN BERNARDINO-ONTARIO, CA MSA
☐	Washington	County/Township	KITTITAS - CENTRAL WASHINGTON NONMETROPOLITAN AREA
☐	California	County/Township	SONOMA - SANTA ROSA-PETALUMA, CA MSA
☐	California	County/Township	RIVERSIDE - RIVERSIDE-SAN BERNARDINO-ONTARIO, CA MSA
☐	California	County/Township	SONOMA - SANTA ROSA-PETALUMA, CA MSA

- ☐ Washington County/Township YAKIMA - YAKIMA, WA MSA
- ☐ California County/Township IMPERIAL - EL CENTRO, CA MSA
- ☐ Washington County/Township YAKIMA - YAKIMA, WA MSA

ADDENDUM TO ETA 9142

Section F.a.2. Number of Hours Per Week

This Mobile Entertainment Employer is a FLSA (13)(a)(3) exempt employer not subject to an hourly wage, overtime or recordkeeping requirements. The weekly wage has been calculated based upon a standard 40-hour week using the methodology detailed in Section G.1.

If state or local law requires overtime it will be calculated and paid as per applicable federal, state or local regulations. However for purposes of the Federal H-2B Program which respects the employers FLSA 13(a)(3) exemption, employer is not offering an overtime rate of pay nor overtime.

Section F.a.3. Hourly Work Schedule

The work schedule varies widely due to weather conditions, local event organizers, local customs, attendance at the event, day of the week, time of the year and a myriad of other factors. The employer will pay the weekly salary for each week that the worker is employed. Both the SWA and DOL in electronic filings require a set start time and set end time to be posted. The times being posted for recruitment and filing are to provide potential applicants and the agency with a general idea of the afternoon and evening schedules that are typical Hours on week days will probably be reduced, hours on weekends will probably be increased, and all of the above named conditions can affect the hours actually worked. The employer is not representing to either the applicants or the agencies that these hours are fixed and predictable.

Section F.b.5. Post-Employment Drug and Background Checks

The background checks when conducted do not favor either US or H-2B workers, they are conducted on an equal basis for all employees. Employees come into contact with children at our entertainment events and our company policy, local sponsor policy and common industry practice means that the applicants must be able to pass post-employment background checks in regards to Megan's Law, Felonies and Convictions that would require the employee to register as a sexual offender or predator. Various states, counties, cities and venues require that mobile entertainment operators submit all employees to background checks prior to issuance of operating permits and/or credentials for the workers. These background checks, when conducted, are POST-EMPLOYMENT and are conducted by state/local permitting authorities and/or the venue and apply across the board to all workers, including owners and managers.

The background check is included as a term and condition of employment because employees come into contact with children at our entertainment events and our company policy, local sponsor policy and common industry practice means that the applicants must be able to pass post-employment background checks in regards to Megan's Law, Felonies and Convictions that would require the employee to register as a sexual offender or predator. Not only would we be considered negligent, we could be subject to litigation or criminal prosecution if employees were not subject to background checks. Many fairs (venues) mandate the background checks, so if they were not conducted we would not be able to operate.

We believe that the terms and conditions of employment are normal to similarly employed US workers in this industry. The OABA (Outdoor Amusement Business Association) in conjunction with the IAFE (International Association of Fairs and Expositions) published their "Best Practices" recommendations for Mobile

Entertainment Operators and the Venues, and in those recommendations in 2006, best practices in regards to hiring:

- *"Methods and procedures for obtaining background checks on new employees should be shared by the parties."*
- *"Fairs and Mobile amusement operators should access web sites that provide a register of sex offenders, especially in states that enforce Megan's Law..."*
- *"The hiring practices of both parties should be examined and, whenever possible, steps should be taken to create better employee recruitment and training programs."*

All of the mobile entertainment employers are subject to the same venue & regulatory requirements, so similarly employed workers (US and Foreign) would all be subject to the same terms and conditions.

Various states, localities and venues require either that either the employer conducts drug/background checks or they themselves conduct the drug/background checks prior to issuing operating permits/credentials for the event. As an example of guidelines applicable for industry: http://www.state.il.us/agency/idol/faq/faqcarn.htm *These Illinois regulations require background check for all carnival employees and bar employment for convictions for various violent and sexual offences, require drug screening and are similar to local / venue regulations / requirements*

These terms and conditions are not less favorable than those offered to H-2B workers because all of the mobile entertainment employers are subject to the same venue & regulatory requirements, so similarly employed workers (US and H-2B) would all be subject to the same terms and conditions.

Our terms and conditions of employment are not less than the minimum terms and conditions required by the regulation.

Further and without question, these tests will be administered equally between all US and H2B workers.

It is highly unlikely that any H-2B worker, who passed the background check conducted by the Department of State prior to visa issuance and the Department of Homeland Security CBP prior to visa issuance, would fail the background check, but if the background check indicated something serious (ie: Megan's Law Violation, Conviction for a Sexual Offence, Felony) then we would have to terminate the US or H-2B worker and follow all applicable regulations in providing transportation home, etc.

Section G.1. Basic Rate of Pay Offered

Mobile Entertainment Employer will pay the variable prevailing wage ($323.60 to $368.40, Average $347.88) as per 9141 Prevailing Wage Determination [P-400-12279-745190] attached. If there are changes in work locations, employer will obtain applicable prevailing wage for work location and pay such wage.

Section G.1.a. Overtime Rate of Pay

This Mobile Entertainment Employer is a FLSA (13)(a)(3) exempt employer not subject to an hourly wage, overtime or recordkeeping requirements. If state or local law requires overtime it will be calculated and paid as per applicable Federal, state or local regulations. However for purposes of the Federal H-2B Program which respects the employers FLSA 13(a)(3) exemption, employer is not offering an overtime rate of pay nor overtime.

Section G.3. Additional Wage Information:

On the date that the recruitment commenced the Department of Labor's H-2B Wage Methodology was subject to litigation. It is unknown if the Department will further postpone the effective date, or will be legally barred from implementing, the Wage Methodology for the Temporary Non-Agricultural Employment H-2B Program Final Rule. 76 FR 3452 (Jan 19, 2011).

Accordingly, the employer will pay the Variable Prevailing Wage Determination that is valid at the time of employment. Merit increases and/or bonuses may be awarded at employer discretion.

As per prevailing practices of the mobile entertainment industry for both similarly employed US and foreign workers:

- *Employer makes available mobile housing valued at $125.00 per week.*
- *Employer makes available transportation from venue to venue and scheduled transportation to laundry, shopping valued at $25.00 per week.*
- *Employer is an Equal Opportunity, FLSA Section 13(a)(3) Exempt Employer. Depending upon applicable wage laws, wage to be paid as either weekly or hourly salary, no overtime expected.*

If the wage to be paid is higher that the Variable Prevailing Wage Determination, the employer reserves the right to charge a fee for housing and transportation, but the effective rate of pay will not be lower than the Variable Prevailing Wage Determination.

I declare under penalty of perjury that I have read and reviewed this application and that to the best of my knowledge the information contained therein is true and accurate. *I understand that to knowingly furnish false information in the preparation of this form and any supplement thereto or to aid, abet, or counsel another to do so is a felony punishable by a $250,000 fine or 5 years in the Federal penitentiary or both (18 U.S.C. 1001).*

November 7, 2012

Michael Brajevich, CEO
Butler Amusements, Inc.

Department of Homeland Security
U.S. Citizenship and Immigration Services

I-797B, Notice of Action

THE UNITED STATES OF AMERICA

RECEIPT NUMBER		CASE TYPE
WAC-13-058-50641		I129 PETITION FOR A NONIMMIGRANT WORKER
RECEIPT DATE	**PRIORITY DATE**	**PETITIONER**
December 26, 2012		BUTLER AMUSEMENTS INC
NOTICE DATE	**PAGE**	**BENEFICIARY**
January 4, 2013	1 of 2	TWO HUNDRED FORTY SIX UNNAMED

BUTLER AMUSEMENTS INC
C/O MICHAEL BRAJEVICH CEO
3003 SW 153RD DR STE 205
BEAVERTON OR 97006

Notice Type: Approval Notice
Class: H2B
Valid from 02/01/2013 to 10/31/2013
Consulate: MONTERREY

The above petition has been approved, and notification has been sent to the listed consulate. You may also send the tear-off bottom part of this notice to the worker(s) to show the approval. Please contact the consulate with any questions about visa issuance. THIS FORM IS NOT A VISA AND MAY NOT BE USED IN PLACE OF A VISA.

Petition approval does not authorize employment or training. When the workers are granted status upon admission to the United States, they can then work for the petitioner, but only as detailed in the petition and for the period authorized. Please contact the IRS with any questions about tax withholding.

If circumstances change, the petitioner can file Form I-824 to have us notify another consulate of this approval. If any of the workers are already in the U.S. the petitioner can file a new Form I-129 to seek to change or extend their status based on this petition. Changes in employment or training may also require a new petition. Include a copy of this notice with any other required documentation.

If any of the worker(s) included in this petition do not actually enter the United States, and substitutions of different workers are not made, the petitioner must notify this office so the allocated nonimmigrant visa numbers can be re-used.

The approval of this visa petition does not in itself grant any immigration status and does not guarantee that the alien beneficiary will subsequently be found to be eligible for a visa, for admission to the United States, or for an extension, change, or adjustment of status.

Number of workers: 246

Name	DOB	COB	Class	Consulate / POE	OCC
TWO HUNDRED FORTY SIX UNNAMED			H2B	MONTERREY	480

The Small Business Regulatory Enforcement and Fairness Act established the Office of the National Ombudsman (ONO)

Please see the additional information on the back. You will be notified separately about any other cases you filed.

U.S. CITIZENSHIP & IMMIGRATION SVC
CALIFORNIA SERVICE CENTER
P. O. BOX 30111
LAGUNA NIGUEL CA 92607-0111

Customer Service Telephone: (800) 375-5283

Form I797B (Rev. 10/31/05)N

Please tear off portion below and forward it to the alien worker.

The alien may use this portion when applying for a visa at an American consulate abroad, or if no visa is required, when applying for admission to the U.S.

Receipt#: WAC-13-058-50641 Case Type: I129
Notice Date: January 4, 2013 Petitioner: BUTLER AMUSEMENTS INC
Petitioner Validity Dates: Valid from 02/01/2013 to 10/31/2013 Number of Workers: 246

Name	DOB	COB	Class	Consulate / POE	OCC
TWO HUNDRED FORTY SIX UNNAMED			H2B	MONTERREY	480

Butler Exh. 4, pp. 081

THE UNITED STATES OF AMERICA

RECEIPT NUMBER		CASE TYPE
WAC-13-058-50641		I129 PETITION FOR A NONIMMIGRANT WORKER
RECEIPT DATE	**PRIORITY DATE**	**PETITIONER**
December 26, 2012		BUTLER AMUSEMENTS INC
NOTICE DATE	**PAGE**	**BENEFICIARY**
January 4, 2013	2 of 2	TWO HUNDRED FORTY SIX UNNAMED

(continued)
at the Small Business Administration. The ONO assists small businesses with issues related to federal regulations. If you are a small business with a comment or complaint about regulatory enforcement, you may contact the ONO at www.ombudsman.sba.gov or phone 202-205-2417 or fax 202-481-5719.

NOTICE: Although this application/petition has been approved, USCIS and the U.S. Department of Homeland Security reserve the right to verify the information submitted in this application, petition and/or supporting documentation to ensure conformity with applicable laws, rules, regulations, and other authorities. Methods used for verifying information may include, but are not limited to, the review of public information and records, contact by correspondence, the internet, or telephone, and site inspections of businesses and residences. Information obtained during the course of verification will be used to determine whether revocation, rescission, and/or removal proceedings are appropriate. Applicants, petitioners, and representatives of record will be provided an opportunity to address derogatory information before any formal proceeding is initiated.

Please see the additional information on the back. You will be notified separately about any other cases you filed.

U.S. CITIZENSHIP & IMMIGRATION SVC
CALIFORNIA SERVICE CENTER
P. O. BOX 30111
LAGUNA NIGUEL CA 92607-0111

Customer Service Telephone: (800) 375-5283

Form I797B (Rev. 10/31/05)N

Please tear off portion below and forward it to the alien worker.

The alien may use this portion when applying for a visa at an American consulate abroad, or if no visa is required, when applying for admission to the U.S.

VOID VOID
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Summary of Unpaid Wages

U.S. Department of Labor
Wage and Hour Division

Office Address:	Portland District Office 620 SW Main Street, Room 423 Portland, OR 97205-3037 503-326-3057	**Investigator:** Carrie Aguilar	**Date:** 11/22/2013
		Employer Fed Tax ID Number: 77-0014796	

1. Name	2. Address	3. Period Covered by Work Week Ending Dates	4. Act(s)	5. BWs Due	Total
Saul Estadillo Herrera		02/02/2013 to 04/27/2013	H2B	$3,022.80	$3,022.80
				$3,022.80	$3,022.80
Gustavo Gamero		02/02/2013 to 04/27/2013	H2B	$3,022.80	$3,022.80
				$3,022.80	$3,022.80
Sergio Guzman		02/02/2013 to 04/27/2013	H2B	$3,022.80	$3,022.80
				$3,022.80	$3,022.80
Jaime Hernandez		02/02/2013 to 04/27/2013	H2B	$2,989.80	$2,989.80
				$2,989.80	$2,989.80
Omar Lopez		02/02/2013 to 04/27/2013	H2B	$2,576.20	$2,576.20
				$2,576.20	$2,576.20
Antonio Mendez		02/02/2013 to 04/27/2013	H2B	$156.20	$156.20
				$156.20	$156.20

I agree to pay the listed employees the amount due shown above by **Signed:** _____ **Date:** _____	**Employer Name and Address:** Butler Amusements Butler Amusements, Inc. 3003 SW 153rd Drive, Suite 205 Beaverton OR 97006	**Subtotal:** $14,790.60	$14,790.60

Form WH-56

Butler Exh. 5, pp. 083

Summary of Unpaid Wages

U.S. Department of Labor
Wage and Hour Division

Office Address:	Portland District Office 620 SW Main Street, Room 423 Portland, OR 97205-3037 503-326-3057	**Investigator:** Carrie Aguilar	**Date:** 11/22/2013
		Employer Fed Tax ID Number: 77-0014796	

1. Name	2. Address	3. Period Covered by Work Week Ending Dates	4. Act(s)	5. BWs Due	Total
Jose Ortego		02/02/2013 to 04/27/2013	H2B	$3,022.80	$3,022.80
				$3,022.80	$3,022.80
Fernando Preza		02/02/2013 to 04/27/2013	H2B	$3,022.80	$3,022.80
				$3,022.80	$3,022.80
Felipe Villegas Quijano		02/02/2013 to 04/27/2013	H2B	$3,869.80	$3,869.80
				$3,869.80	$3,869.80
Marilu Zepeda		02/02/2013 to 04/27/2013	H2B	$1,240.80	$1,240.80
				$1,240.80	$1,240.80

I agree to pay the listed employees the amount due shown above by **Signed:** _____ **Date:** _____	**Employer Name and Address:** Butler Amusements Butler Amusements, Inc. 3003 SW 153rd Drive, Suite 205 Beaverton OR 97006	**Subtotal:**	$11,156.20	$11,156.20
		Total:	$25,946.80	$25,946.80

Shayla King

From: "Wayne Pierce" <wpierce@adventurelaw.com>
Date: Friday, December 27, 2013 10:22 PM
To: "Aguilar, Carrie E - WHD" <Aguilar.Carrie@dol.gov>
Subject: Re: Backwage Compliance and Payment Agreement

I am following up on the status of the audit. You have identified 10 employees that you believe should have been paid according to the following job codes:

Position	*Job code*	*Wage*
1. Drivers	*53-3032*	*$19.37*
2. 1st line supervisors	*39-1021*	*$18.98*
3. Office support personnel	*43-9199*	*$17.82*
4. Maintenance workers	*49-9071*	*$18.67*

According to your back wage calculations, these 10 employees are owed back wages for the period February 2 through April 27, 2013, as follows:
1. Saul Estadillo Herrera – $3022.80 (driver)
2. Gustavo Gamero – $3022.80 (driver)
3. Sergio Guzman – $3022.80 (driver)
4. Jaime Hernandez – $2989.80
5. Omar Lopez – $2576.20
6. Antonio Mendez – $156.20
7. Jose Ortego – $3022.80 (driver)
8. Fernando Preza – $3022.80 (driver)
9. Felipe Villegas Quijano – $3869.80
10. Marilu Zepeda – $1240.80 (office administrative functions)
During our discussion on November 22, you did not identify which of these 5 individuals were drivers, but I assume they are the 5 for which you calculated the same amount of back wages. I understand that the individual performing office administrative functions was apparently a female, which I assume is Marilu Zepeda. I have not currently identified which 2 individuals were performing the "machine shop mechanics" jobs or the 2 individuals functioning as "ride supervisors."

I had requested 2 additional weeks within which to evaluate and respond on the following issues:
1. Whether, and the extent to which – these 10 individuals were working outside of their approved job code?
2. If any of these individuals were working outside of their job code, what was the appropriate job code and wage rate? We believe that we may be able to identify job codes in early 2013.
3. Do the math to calculate any back wages.

At this moment, we were not able to investigate this to a conclusion. I have asked my assistant to confirm that the 4 job codes that you have identified were the appropriate ones, or whether an alternative job code is more appropriate. Based on her work schedule, and the holidays, it might not be until the 1st full week in January before she can complete her review.

Nevertheless, let me venture a few observations. Most importantly, as I read the regulations, I do not see any basis for imposing back wages in the event that a worker is working outside of an approved job code.

Butler Exh. 6, pp. 085

20 C.F.R. § 655.65 (i) (if "an employer has not paid wages at the wage level specified under the application and required by § 655.22 (e), the Administrator may require the employer to provide for payment of such amounts as may be required to comply with the requirements of § 655.22 (e).") The only responsibility is to pay the "offered wage" that "equals or exceeds the highest of the prevailing wage, the applicable Federal minimum wage, the State minimum wage, and local minimum wage and the employer will pay the offered wage during the entire period of the approved H-2B labor certification." 20 C.F.R. § 655.22 (e). This is very similar to the rule governing civil money penalties for "willful" failure to pay wages, in which event civil money penalties "are equal to the difference between the amount that should have been paid and the amount that actually was paid to such nonimmigrant(s)." 20 C.F.R. § 655.65 (a). In fact, we did pay the offered wage, and that was the only amount that should have been paid "to such nonimmigrants," and I can find no other legal authority for imposing back wages under these circumstances. Further, I can think of no reason why any employer would want to pay back wages under these circumstances, only to have the same allegation leveled as a civil money penalty at some point in the future.

As to the 5 drivers, I will confirm who they are. If I understood our conversation correctly, you credited each of them for 40 hours per week. The problem with this position is that:
1. Assuming for the moment that any of these workers can be paid back wages for working outside of their job code, they only served in the capacity as drivers for a few hours each week. I will try to determine with greater precision what that figure might be.
2. Their actual hours during the audit time period were substantially less than 40 hours per week. I will verify how many hours these individuals worked.

As to the 2 ride supervisors, I am attempting to determine how much of their work time was as a supervisor, rather than the approved ride operator. We are also verifying that their actual hours were less than the 40 hours per week that you calculated.

As to the 2 machine shop mechanics, I am attempting to verify how much of their work time was in this job code, rather than the approved ride operator. The approved job code, 39-3091.00, includes "recording details of ... repair activities," "cleaning" equipment, "inspect equipment to detect wear and damage and perform minor repairs, adjustments or maintenance tasks such as oiling parts," and "maintain inventories of equipment, storing and retrieving items and assembling and disassembling equipment as necessary." Further, we are also verifying that their actual hours were less than 40 hours per week that you calculated.

As to the 1 office worker, I am attempting to verify how much of their work time was in this job code, rather than the approve ride operator. The approved job code, 39-3091.00, specifically contemplates the sort of paperwork that you referenced. For example, this job code includes "record details of attendance, sales, receipts, reservations, or repair activities." Further, we are also verifying that their actual hours were less than the 40 hours per week that you calculated.

Sincerely,

R. Wayne Pierce
Adventure Lawyer
THE PIERCE LAW FIRM, LLC

Butler Exh. 6, pp. 086

133 Defense Highway, Suite 106
Annapolis, Maryland 21401-7015
Work: 410-573-9955
Fax: 410-573-9956
Home: 410-923-1107
E-mail: wpierce@adventurelaw.com

"Life is either a daring adventure or nothing."
– Helen Keller

From: Wayne Pierce
Sent: Wednesday, December 11, 2013 11:42 PM
To: Aguilar, Carrie E - WHD
Subject: Re: Backwage Compliance and Payment Agreement

When we last talked, I indicated that I would be meeting with my folks yesterday, and that I would get back to you thereafter.

We would like to request 2 weeks in which to advise you of our position in writing. I expect that the majority of this time will be confirming
1. whether and the extent to which the 10 individuals you have identified were working outside of their job code
2. To the extent that any of them were doing so, we want to corroborate what would have been the appropriate job code and wage rate. I understand that wage rates for early 2013 are no longer available to you or I after July 1.
3. We would then do the math to calculate any owed amounts.

In addition to the misclassification issue, I also want to put in writing our position as to the various issues that I have identified to you during our conversations.

Sincerely,

R. Wayne Pierce
Adventure Lawyer
THE PIERCE LAW FIRM, LLC
133 Defense Highway, Suite 106
Annapolis, Maryland 21401-7015
Work: 410-573-9955
Fax: 410-573-9956
Home: 410-923-1107
E-mail: wpierce@adventurelaw.com

"Life is either a daring adventure or nothing."
– Helen Keller

Butler Exh. 6, pp. 087

From: Wayne Pierce
Sent: Wednesday, December 04, 2013 10:07 PM
To: Aguilar, Carrie E - WHD
Subject: Re: Backwage Compliance and Payment Agreement

I would like to resume our discussion. Do you have any time on Friday to talk with me?

Sincerely,

R. Wayne Pierce
Adventure Lawyer
THE PIERCE LAW FIRM, LLC
133 Defense Highway, Suite 106
Annapolis, Maryland 21401-7015
Work: 410-573-9955
Fax: 410-573-9956
Home: 410-923-1107
E-mail: wpierce@adventurelaw.com

"Life is either a daring adventure or nothing."
– Helen Keller

From: Aguilar, Carrie E - WHD
Sent: Tuesday, November 26, 2013 2:16 PM
To: Wayne Pierce
Subject: Backwage Compliance and Payment Agreement

Good afternoon,

Please find the agreement attached. If you'd like to discuss it, you can reach me at my office number.

Thanks,
Carrie Aguilar, Investigator
United States Department of Labor
Wage Hour Division
620 SW Main St Room 423
Portland, OR 97205
503-552-5634(office and fax)
503-890-8167 (cell)

Butler Exh. 6, pp. 088

Shayla King

From: "Aguilar, Carrie E - WHD" <Aguilar.Carrie@dol.gov>
Date: Tuesday, February 25, 2014 6:03 PM
To: "Wayne Pierce" <wpierce@adventurelaw.com>
Attach: Summary of Unpaid Wages WH-56 2.26.14.pdf
Subject: Updated Summary of Unpaid Wages for Butler Amusements

Please find attached. As discussed.

Wage data available: http://www.flcdatacenter.com/OesWizardStart.aspx
Please let me know if you have questions.

Thanks,
Carrie Aguilar, Investigator
United States Department of Labor
Wage Hour Division
620 SW Main St Room 423
Portland, OR 97205
503-552-5634(office and fax)
503-890-8167 (cell)

Butler Exh.7, pp. 089

Summary of Unpaid Wages

U.S. Department of Labor
Wage and Hour Division

Office Address:	Portland District Office 620 SW Main Street, Room 423 Portland, OR 97205-3037 503-326-3057	**Investigator:** Carrie Aguilar	**Date:** 02/25/2014
		Employer Fed Tax ID Number: 77-0014796	

1. Name	2. Address	3. Period Covered by Work Week Ending Dates	4. Act(s)	5. BWs Due	Total
Saul Estadillo Herrera		02/02/2013 to 04/27/2013	H2B	$2,750.00	$2,750.00
				$2,750.00	$2,750.00
Gustavo Gamero		02/02/2013 to 04/27/2013	H2B	$2,750.00	$2,750.00
				$2,750.00	$2,750.00
Sergio Guzman		02/02/2013 to 04/27/2013	H2B	$2,750.00	$2,750.00
				$2,750.00	$2,750.00
Jaime Hernandez		02/02/2013 to 04/27/2013	H2B	$3,324.20	$3,324.20
				$3,324.20	$3,324.20
Omar Lopez		02/02/2013 to 04/27/2013	H2B	$3,064.60	$3,064.60
				$3,064.60	$3,064.60
Antonio Mendez		02/02/2013 to 04/27/2013	H2B	$644.60	$644.60
				$644.60	$644.60

I agree to pay the listed employees the amount due shown above by **Signed:** _____ **Date:** _____	**Employer Name and Address:** Butler Amusements Butler Amusements, Inc. 3003 SW 153rd Drive, Suite 205 Beaverton OR 97006	**Subtotal:**	$15,283.40	$15,283.40

Form WH-56

Butler Exh.8, pp. 090

Summary of Unpaid Wages

U.S. Department of Labor
Wage and Hour Division

Office Address:	Portland District Office 620 SW Main Street, Room 423 Portland, OR 97205-3037 503-326-3057	**Investigator:** Carrie Aguilar	**Date:** 02/25/2014
		Employer Fed Tax ID Number:	77-0014796

1. Name	2. Address	3. Period Covered by Work Week Ending Dates	4. Act(s)	5. BWs Due	Total
Jose Ortego		02/02/2013 to 04/27/2013	H2B	$2,750.00	$2,750.00
				$2,750.00	$2,750.00
Fernando Preza		02/02/2013 to 04/27/2013	H2B	$2,750.00	$2,750.00
				$2,750.00	$2,750.00
Felipe Villegas Quijano		02/02/2013 to 04/27/2013	H2B	$4,204.20	$4,204.20
				$4,204.20	$4,204.20

I agree to pay the listed employees the amount due shown above by **Signed:** _____ **Date:** _____	**Employer Name and Address:** Butler Amusements Butler Amusements, Inc. 3003 SW 153rd Drive, Suite 205 Beaverton OR 97006	**Subtotal:**	$9,704.20	$9,704.20
		Total:	$24,987.60	$24,987.60

U.S. Department of Labor

Wage & Hour Division
Portland District Office
620 SW Main Street, Room 423
Portland, OR 97205
(503) 326-3057

CERTIFIED MAIL RETURN RECEIPT REQUESTED: # **1ZW8Y8320298496004**

February 6, 2018

Michael Brajevich, CEO
Butler Amusements, Inc.
8035 SW CIRRUS DRIVE, SUITE # 21-E
Beaverton, OR 97008

Subject: **Administrator's Determination Pursuant to Section 214(c)(14) of the Immigration and Nationality Act (INA) and Applicable Regulations Pertaining to Violations Involving H-2B Nonimmigrant Workers**

Reference #: 1689932

Dear Mr. Brajevich:

On January 29, 2018 you were served with a determination letter with certified mail number 1ZW8Y8320292571353. This letter was sent in error. This letter dated February 6, 2018 rescinds and replaces the January 29, 2018 letter.

An investigation conducted by this office of Butler Amusements, Inc. (herein Butler Amusements) under the H-2B provisions of the INA, as amended, 8 U.S.C. § 1101(a)(15)(H)(ii)(b) *et seq.*, 1184(c)(14), and 20 CFR Part 655, subpart A (2008) and applicable procedural regulations in 29 CFR Part 503 (2015), covering the period from February 1, 2013 to April 24, 2013, disclosed that Butler Amusements committed the following violations regarding the USCIS Form I-129, Petition for a Nonimmigrant Worker (I-129 Petition) and the Application for Temporary Employment Certification (ETA Form 9142 with Appendix B) (9142 Application) filed under the 2008 regulations: substantial failure to comply with the proper job classification requirement. Any I-129 Petition or 9142 Application included in this investigation is listed or enclosed.

The enclosed Summary of Violations and Remedies indicates the specific violation regarding the I-129 Petition and 9142 Application, which we discussed in the final conference, and the remedy imposed for the violation.

As a consequence of this H-2B violation, $24,987.20 in unpaid wages is owed to 9 H-2B nonimmigrant workers. The same violation also resulted in the assessment of civil money penalties in the total amount of $10,000.00. These amounts are explained in detail in the

enclosed Summary of Violation and Remedy. Please note that where Butler Amusements violated both an I-129 requirement and the corresponding 9142 Application requirement, the associated back wages and civil money penalties are both listed under the citation on the enclosed Summary of Violation and Remedy. However, the back wages and civil money penalties for such violations will be collected under only one citation.

Butler Amusements is liable for any ongoing violations. Butler Amusements must pay these back wages and civil money penalties no later than 30 calendar days after the date of this determination unless Butler Amusements requests an appeal as described below. The civil money penalties must be paid by submitting a certified check or money order payable to "Wage and Hour Division - Labor" to the Wage and Hour Division, U.S. Department of Labor, 620 SW Main Street, Room 423, Portland, OR 97205.

Butler Amusements must pay back wages in the amounts listed on the Summary of Unpaid Wages, Form WH-56, which was previously provided to Butler Amusements. Butler Amusements is responsible for withholding the legally required deductions (*e.g.*, Federal and State income tax and FICA) and paying these amounts and Butler Amusements' contributions to the appropriate entities. A certified check or money order in the net amount of back wages should be made payable to the names of the individuals owed back wages or "Wage and Hour Division - Labor" to the Wage and Hour Division, U.S. Department of Labor, 620 SW Main Street, Room 423, Portland, OR 97205-3028.

This debt is subject to the assessment of interest, administrative cost charges and penalties in accordance with the Debt Collection Improvement Act of 1996 and U.S. Department of Labor policies. Interest will be assessed at the Treasury Tax and Loan Account rate on any principal that becomes delinquent. The rate is currently 1%. Administrative cost charges will be assessed to help defray the Government's cost of collecting this debt. A penalty at the rate of 6% will be assessed on any portion of the debt remaining delinquent for more than 90 days. In order to avoid these charges, Butler Amusements must forward payment of the civil money penalties to the Wage and Hour Division, U.S. Department of Labor, 620 SW Main Street, Room 423, Portland, OR 97205 by the indicated due date. Please note that any pending bankruptcy action may affect the foregoing remedies. Where appropriate, the Department of Homeland Security and the Department of Labor's Office of Foreign Labor Certification (OFLC) will be notified about H-2B violations.

Additionally, pursuant to 20 CFR 655.31(d)(4) (2008), if Butler Amusements fails to pay the back wages and/or civil money penalties by the indicated due date, OFLC may seek to debar Butler Amusements from receiving future labor certifications for a prescribed period of time.

Butler Amusements has the right to request a hearing on this determination. Such a request must be dated, be typewritten or legibly written, specify the issues stated in this notice of determination on which a hearing is requested, state the specific reasons why the requestor believes this determination to be in error, be signed by the requestor or by an authorized representative, and include the address at which the requestor or the authorized representative desires to receive further communications relating to the hearing request.

The request must be made to and received by the Chief Administrative Law Judge (OALJ) at the following address no later than 30 calendar days after the date of this determination:

Chief Administrative Law Judge
U.S. Department of Labor
800 K Street NW, Room 400 North
Washington, DC 20001-8002

If Butler Amusements does not make a timely request for a hearing, this determination will become a final order of the Secretary of Labor and may no longer be appealed.

The procedure for filing a request for a hearing is provided in 29 C.F.R. 503.43. Please note that 29 CFR 503.43(f) requires that a copy of any such request for a hearing must also be sent to me and to those parties listed below. Due to the delayed delivery of mail in certain areas, you may wish to transmit your request to the OALJ via facsimile at 202-693-7365 to ensure timely receipt.

The fact that the above sanctions/remedies are being imposed for the H-2B violations found at this time does not preclude the taking of other enforcement action as is deemed appropriate by the Department of Labor or the assessment of back wages or civil money penalties for additional violations of the H-2B provisions found at some future time.

A copy of 20 CFR Part 655 subpart A (2008) can be found at the following web address: https://www.gpo.gov/fdsys/pkg/FR-2008-12-19/pdf/E8-29995.pdf and a copy of 29 CFR Part 503 (2015) can be found at the following web address: http://www.gpo.gov/fdsys/pkg/FR-2015-04-29/pdf/2015-09694.pdf

Sincerely,

Thomas Silva
District Director

Enclosures: Copy / List of Applications and I-129 Petitions
Summary of Violation and Remedy

cc: Chief Administrative Law Judge
U.S. Department of Labor
800 K Street NW Room 400 North
Washington, DC 20001-8002

Administrator
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue NW, Room S-3510
Washington, DC 20210

Associate Solicitor of Labor
Fair Labor Standards Division
U.S. Department of Labor
200 Constitution Avenue NW, Room N-2716
Washington, DC 20210

Regional Office of the Solicitor
World Trade Center
350 S. Figueroa Street, Suite 370
Los Angeles, CA 90071

Regional Immigration Coordinator
U.S. Department of Labor
Wage and Hour Division
2800 Cottage Way, W-1836
Sacramento, CA 95825

R. Wayne Pierce, Esq.
The Pierce Law Firm, LLC
133 Defense Highway, Ste. 106
Annapolis, MD 21401-7015

Summary of Violation and Remedy

Please note that where Butler Amusements, Inc. violated both an I-129 requirement and the corresponding 9142 Application requirement, the associated back wages and civil money penalties are listed under each citation. However, the back wages and civil money penalties for such violations will be collected under only one citation.

Violation Name/ Description	Type of Violation	Applied Enforcement Document(s)	Affected 9142 Application and/or I-129 Petition	Violated Attestation and/or Requirement	Back Wages Assessed	Civil Money Penalty Assessed	Total(s) Due for Payment Regarding th Violation
Improper Job Classification: Butler Amusements, Inc. placed workers in occupation(s) other than listed on the I-129 Petition or the 9142 Application.	[X] Substantial Failure	9142	H-400-12313-874905	Attestation #13 & 20 CFR 655.22(n)	$24,987.60	$10,000.00	Back wages: $24,987.60
	[ ] Willful Misrepresentation	I-129	I-129 dated 12/17/2012	Part 5, question 1	$24,987.60	$10,000.00	CMP: $10,000.00

Butler Exh.9, pp. 096

OMB Approval: 1205-0466
Expiration Date: 12/31/2012

Application for Temporary Employment Certification
ETA Form 9142
U.S. Department of Labor

Please read and review the filing instructions carefully before completing the ETA Form 9142. A copy of the instructions can be found at http://www.foreignlaborcert.doleta.gov/. In accordance with Federal Regulations, incomplete or obviously inaccurate applications will not be certified by the Department of Labor. If submitting this form non-electronically, ALL required fields/items containing an asterisk (*) must be completed as well as any fields/items where a response is conditional as indicated by the section (§) symbol.

A. Employment-Based Nonimmigrant Visa Information

1. Indicate the type of visa classification supported by this application *(Write classification symbol)*: *	H-2B

B. Temporary Need Information

1. Job Title * Amusement and Recreation Attendants - Traveling Ca		
2. SOC (ONET/OES) code * 39-3091	3. SOC (ONET/OES) occupation title * Amusement and Recreation Attendants	
4. Is this a full-time position? * ☑ Yes ☐ No	**Period of Intended Employment**	
	5. Begin Date * (mm/dd/yyyy) 02/01/2013	6. End Date * (mm/dd/yyyy) 10/31/2013

7. Worker positions needed/basis for the visa classification supported by this application

246 **Total Worker Positions Being Requested for Certification ***

Basis for the visa classification supported by this application
(*Indicate the total workers in each applicable category based on the total workers identified above*)

246	a. New employment *	0	d. New concurrent employment *
0	b. Continuation of previously approved employment * without change with the same employer	0	e. Change in employer *
0	c. Change in previously approved employment *	0	f. Amended petition *

8. Nature of Temporary Need: (Choose only one of the standards) *

☑ Seasonal ☐ Peakload ☐ One-Time Occurrence ☐ Intermittent or Other Temporary Need

9. Statement of Temporary Need *

This company has been in business since 1969. The business is a traveling amusement enterprise, closing down completely from November through end of January each year, and has been seasonal in nature since inception. The temporary need is expected to be seasonal, recurring annually.

Because the work involves travel from location to location, with work being performed in the evenings, weekends and holidays, there has been a chronic, seasonal need for foreign workers that is not filled by US Workers.

OMB Approval: 1205-0466
Expiration Date: 12/31/2012

Application for Temporary Employment Certification
ETA Form 9142
U.S. Department of Labor

C. Employer Information

Important Note: Enter the full name of the individual employer, partnership, or corporation and all other required information in this section. For joint employer or master applications filed on behalf of more than one employer under the H-2A program, identify the main or primary employer in the section below and then submit a separate attachment that identifies each employer, by name, mailing address, and total worker positions needed, under the application.

1. Legal business name * BUTLER AMUSEMENTS, INC			
2. Trade name/Doing Business As (DBA), if applicable N/A			
3. Address 1 * 3003 SW 153RD DR STE 205			
4. Address 2 N/A			
5. City * BEAVERTON		6. State * OR	7. Postal code * 97006
8. Country * UNITED STATES OF AMERICA		9. Province N/A	
10. Telephone number * 408-210-6653		11. Extension N/A	
12. Federal Employer Identification Number (FEIN from IRS) * 770014796		13. NAICS code (must be at least 4-digits) * 713990	
14. Number of non-family full-time equivalent employees 500		15. Annual gross revenue $32,000,000.00	16. Year established 1969

17. Type of employer application (choose only one box below) *

- [x] Individual Employer
- [ ] H-2A Labor Contractor or Job Contractor
- [ ] Association – Sole Employer (H-2A only)
- [ ] Association – Joint Employer (H-2A only)
- [ ] Association – Filing as Agent (H-2A only)

D. Employer Point of Contact Information

Important Note: The information contained in this Section must be that of an employee of the employer who is authorized to act on behalf of the employer in labor certification matters. The information in this Section must be different from the agent or attorney information listed in Section E, unless the attorney is an employee of the employer. For joint employer or master applications filed on behalf of more than one employer under the H-2A program, enter only the contact information for the main or primary employer (e.g., contact for an association filing as joint employer) under the application.

1. Contact's last (family) name * BRAJEVICH	2. First (given) name * MICHAEL	3. Middle name(s) * N/A	
4. Contact's job title * CEO			
5. Address 1 * 3003 SW 153RD DR STE 205			
6. Address 2 N/A			
7. City * BEAVERTON		8. State * OR	9. Postal code * 97006
10. Country * UNITED STATES OF AMERICA		11. Province N/A	
12. Telephone number * 408-210-6653	13. Extension N/A	14. E-Mail address MICKBRAJEVICH@AOL.COM	

OMB Approval: 1205-0466
Expiration Date: 12/31/2012

Application for Temporary Employment Certification
ETA Form 9142
U.S. Department of Labor

E. Attorney or Agent Information (If applicable)

1. Is/are the employer(s) represented by an attorney or agent in the filing of this application (including associations acting as agent under the H-2A program)? If "Yes", complete Section E. *			☑ Yes ☐ No
2. Attorney or Agent's last (family) name §	3. First (given) name §	4. Middle name(s) §	
Judkins	James	K	
5. Address 1 §			
32775 FM 106			
6. Address 2			
N/A			
7. City §	8. State §	9. Postal code §	
Rio Hondo	TX	78583	
10. Country §	11. Province		
UNITED STATES OF AMERICA	N/A		
12. Telephone number §	13. Extension	14. E-Mail address	
956-748-0550	N/A	carnival.workforce@gmail.com	
15. Law firm/Business name §		16. Law firm/Business FEIN §	
JKJ Workforce Agency, Inc.		841626921	
17. State Bar number (only if attorney) §		18. State of highest court where attorney is in good standing (only if attorney) §	
N/A		N/A	
19. Name of the highest court where attorney is in good standing (only if attorney) §			
N/A			

F. Job Offer Information

a. Job Description

1. Job Title *		
Amusement and Recreation Attendants - Traveling Ca		
2. Number of hours of work per week	3. Hourly Work Schedule *	
Basic *: 40 Overtime: 0	A.M. (h:mm): 1 : 00 P.M. (h:mm): 10 : 00	
4. Does this position supervise the work of other employees? * ☐ Yes ☑ No	4a. If yes, number of employees worker will supervise (if applicable) § N/A	

5. Job duties – A description of the duties to be performed **MUST** begin in this space. If necessary, add attachment to continue and complete description. *

Perform variety of attending duties at amusement facility (traveling carnival). Set-up, tear-down, operate amusement rides, food concessions and/or games.

OMB Approval: 1205-0466
Expiration Date: 12/31/2012

Application for Temporary Employment Certification
ETA Form 9142
U.S. Department of Labor

F. Job Offer Information *(continued)*

b. Minimum Job Requirements

1. Education: minimum U.S. diploma/degree required *

☑ None ☐ High School/GED ☐ Associate's ☐ Bachelor's ☐ Master's ☐ Doctorate (PhD) ☐ Other degree (JD, MD, etc.)

1a. If "Other degree" in question 1, specify the diploma/ degree required §	1b. Indicate the major(s) and/or field(s) of study required § (May list more than one related major and more than one field)
N/A	N/A

2. Does the employer require a second U.S. diploma/degree? * ☐ Yes ☑ No

2a. If "Yes" in question 2, indicate the second U.S. diploma/degree and the major(s) and/or field(s) of study required §

N/A

3. Is training for the job opportunity required? * ☐ Yes ☑ No

3a. If "Yes" in question 3, specify the number of months of training required §	3b. Indicate the field(s)/name(s) of training required § (May list more than one related field and more than one type)
N/A	N/A

4. Is employment experience required? * ☐ Yes ☑ No

4a. If "Yes" in question 4, specify the number of months of experience required §	4b. Indicate the occupation required §
N/A	N/A

5. Special Requirements - List specific skills, licenses/certifications, and requirements of the job opportunity. *

No special skills, licenses/certifications for this employment. However, these employees come into contact with children at our entertainment events and our company policy, local sponsor policy and common practice mean that the applicants must be able to pass post-employment drug and background checks in regards to Megan's Law, Felonys and Convictions that would require the employee to register as a sexual offender or predator.

c. Place of Employment Information

1. Worksite address 1 *
1301 South Fair Avenue

2. Address 2
N/A

3. City *	4. County *
Yakima	Yakima County
5. State/District/Territory * WA	6. Postal code * 98901
7. Will work be performed in multiple worksites within an area of intended employment or a location(s) other than the address listed above? *	☑ Yes ☐ No

7a. If Yes in question 7, identify the geographic place(s) of employment with as much specificity as possible. If necessary, submit an attachment to continue and complete a listing of all anticipated worksites. §

SEE ADDENDUM FOR ADDITIONAL WORKSITE FOR PLACE OF EMPLOYMENT

Application for Temporary Employment Certification
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G. Rate of Pay

1. Basic Rate of Pay Offered *	1a. Overtime Rate of Pay *(if applicable)* §
From: $ 323 . 60 To (Optional): $ 368 . 40	From: $ N/A . N/A To (Optional): $ N/A . N/A

2. Per: (Choose only one) * ☐ Hour ☑ Week ☐ Bi-Weekly ☐ Month ☐ Year ☐ Piece Rate

2a. If Piece Rate is indicated in question 2, specify the wage offer requirements: §
N/A

3. Additional Wage Information (e.g., multiple worksite applications, itinerant work, or other special procedures). If necessary, add attachment to continue and complete description. §
FLSA exemption 13(a)(3) applies to this employer in State and Local venues that respect the FLSA exemption 13 (a)(3).

Employer follows prevailing practices for the Traveling Amusement Industry in regards to housing, transportation and weekly salary for workers.

H. Recruitment Information

1. Name of State Workforce Agency (SWA) serving the area of intended employment *
Washington State WorkSource

2. SWA job order identification number *	2a. Start date of SWA job order *	2b. End date of SWA job order * (In H-2A this date is 50% of contract period)
WS413925495	10/18/2012	10/28/2012

3. Is there a Sunday edition of a newspaper (of general circulation) in the area of intended employment? * ☑ Yes ☐ No

Name of Newspaper/Publication *(in area of intended employment for H-2B only)* *	Dates of Print Advertisement §	
4. Yakima Herald Republic	From: 10/21/2012	To: 10/21/2012
5. Yakima Herald Republic	From: 10/24/2012	To: 10/24/2012

6. Additional Recruitment Activities for H-2B program. Use the space below to identify the type(s) or source(s) of recruitment, geographic location(s) of recruitment, and the date(s) on which recruitment was conducted. If necessary, add attachment to continue and complete description. *
Employer recruits workers by:
Contacting local recruitment agencies for "spot help" to fill in at specific locations.
Posting Help Wanted Signs at all events.

OMB Approval: 1205-0466
Expiration Date: 12/31/2012

Application for Temporary Employment Certification
ETA Form 9142
U.S. Department of Labor

I. Declaration of Employer and Attorney/Agent

In accordance with Federal regulations, the employer must attest that it will abide by certain terms, assurances and obligations as a condition for receiving a temporary labor certification from the U.S. Department of Labor. Applications that fail to attach Appendix A.2 or Appendix B.1 will be considered incomplete and not accepted for processing by the ETA application processing center.

1. For H-2A Applications ONLY, please confirm that you have read and agree to all the applicable terms, assurances and obligations contained in **Appendix A.2.** §	☐ Yes ☐ No ☐ N/A
2. For H-2B Applications ONLY, please confirm that you have read and agree to all the applicable terms, assurances and obligations contained in **Appendix B.1.** §	☑ Yes ☐ No ☐ N/A

J. Preparer

Complete this section if the preparer of this application is a person other than the one identified in either Section D (employer point of contact) or E (attorney or agent) of this application.

1. Last (family) name §	2. First (given) name §	3. Middle initial §
N/A	N/A	N/A
4. Job Title § N/A		
5. Firm/Business name § N/A		
6. E-Mail address § N/A		

K. U.S. Government Agency Use (ONLY)

Pursuant to the provisions of Section 101 (a)(15)(h)(ii) of the Immigration and Nationality Act, as amended, I hereby certify that there are not sufficient U.S. workers available and the employment of the above will not adversely affect the wages and working conditions of workers in the U.S. similarly employed. By virtue of the signature below, the Department of Labor hereby acknowledges the following:

This certification is valid from 02/01/2013 to 10/31/2013.

William L. Carlson
Department of Labor, Office of Foreign Labor Certification

12/14/2012
Determination Date (date signed)

H-400-12313-874905
Case number

CERTIFIED
Case Status

L. OMB Paperwork Reduction Act *(1205-0466)*

Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. Respondent's reply to these reporting requirements is mandatory to obtain the benefits of temporary employment certification (Immigration and Nationality Act, Section 101 (a)(15)(H)(ii)). Public reporting burden for this collection of information is estimated to average 1 hour per response for H-2A and 2 hours 45 minutes for H-2B, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate to the Office of Foreign Labor Certification * U.S. Department of Labor * Room C4312 * 200 Constitution Ave., NW * Washington, DC * 20210. **Do NOT send the completed application to this address.**

OMB Approval: 1205-0466
Expiration Date: 12/31/2012

Application for Temporary Employment Certification
ETA Form 9142
U.S. Department of Labor

ADDENDUM

ADDENDUM SECTION F.c.7: Additional Worksites

1. California County/Township MERCED - MERCED, CA MSA
2. California County/Township KERN - BAKERSFIELD, CA MSA
3. California County/Township ALAMEDA - OAKLAND-FREMONT-HAYWARD, CA METROPOLITAN DIVISION
4. California County/Township STANISLAUS - MODESTO, CA MSA
5. California County/Township SANTA CLARA - SAN JOSE-SUNNYVALE-SANTA CLARA, CA MSA
6. California County/Township FRESNO - FRESNO, CA MSA
7. Washington County/Township YAKIMA - YAKIMA, WA MSA
8. California County/Township KERN - BAKERSFIELD, CA MSA
9. California County/Township SAN JOAQUIN - STOCKTON, CA MSA
10. Nevada County/Township CLARK - LAS VEGAS-PARADISE, NV MSA
11. Washington County/Township SPOKANE - SPOKANE, WA MSA
12. Idaho County/Township BINGHAM - EAST IDAHO NONMETROPOLITAN AREA
13. California County/Township INYO - EASTERN SIERRA REGION OF CALIFORNIA NONMETROPOLITAN AREA
14. Washington County/Township SNOHOMISH - SEATTLE-BELLEVUE-EVERETT, WA METROPOLITAN DIVISION
15. Idaho County/Township ADA - BOISE CITY-NAMPA, ID MSA
16. Washington County/Township LEWIS - SOUTHWESTERN WASHINGTON NONMETROPOLITAN AREA
17. California County/Township NEVADA - NORTHERN MOUNTAINS REGION OF CALIFORNIA NONMETROPOLITAN AREA
18. Washington County/Township CLARK - PORTLAND-VANCOUVER-BEAVERTON, OR-WA MSA
19. California County/Township MENDOCINO - NORTH COAST REGION OF CALIFORNIA NONMETROPOLITAN AREA
20. California County/Township SANTA CLARA - SAN JOSE-SUNNYVALE-SANTA CLARA, CA MSA
21. California County/Township SOLANO - VALLEJO-FAIRFIELD, CA MSA
22. California County/Township VENTURA - OXNARD-THOUSAND OAKS-VENTURA, CA MSA
23. Oregon County/Township WASHINGTON - PORTLAND-VANCOUVER-BEAVERTON, OR-WA MSA
24. Oregon County/Township COOS - COASTAL OREGON NONMETROPOLITAN AREA
25. Oregon County/Township LINCOLN - COASTAL OREGON NONMETROPOLITAN AREA
26. California County/Township STANISLAUS - MODESTO, CA MSA
27. California County/Township SACRAMENTO - SACRAMENTO--ARDEN-ARCADE--ROSEVILLE, CA MSA
28. Washington County/Township KING - SEATTLE-BELLEVUE-EVERETT, WA METROPOLITAN DIVISION
29. California County/Township SAN MATEO - SAN FRANCISCO-SAN MATEO-REDWOOD CITY, CA METROPOLITAN DIVISION
30. California County/Township MARIN - SAN FRANCISCO-SAN MATEO-REDWOOD CITY, CA METROPOLITAN DIVISION
31. California County/Township SANTA CLARA - SAN JOSE-SUNNYVALE-SANTA CLARA, CA MSA
32. Washington County/Township PIERCE - TACOMA, WA METROPOLITAN DIVISION
33. California County/Township CONTRA COSTA - OAKLAND-FREMONT-HAYWARD, CA METROPOLITAN DIVISION
34. California County/Township SANTA BARBARA - SANTA BARBARA-SANTA MARIA, CA MSA
35. Washington County/Township KING - SEATTLE-BELLEVUE-EVERETT, WA METROPOLITAN DIVISION
36. California County/Township SAN JOAQUIN - STOCKTON, CA MSA
37. California County/Township ALAMEDA - OAKLAND-FREMONT-HAYWARD, CA METROPOLITAN DIVISION
38. Washington County/Township SNOHOMISH - SEATTLE-BELLEVUE-EVERETT, WA METROPOLITAN DIVISION
39. California County/Township MERCED - MERCED, CA MSA
40. California County/Township SHASTA - REDDING, CA MSA
41. California County/Township SAN MATEO - SAN FRANCISCO-SAN MATEO-REDWOOD CITY, CA METROPOLITAN DIVISION
42. California County/Township SANTA CLARA - SAN JOSE-SUNNYVALE-SANTA CLARA, CA MSA
43. Washington County/Township KING - SEATTLE-BELLEVUE-EVERETT, WA METROPOLITAN DIVISION
44. California County/Township RIVERSIDE - RIVERSIDE-SAN BERNARDINO-ONTARIO, CA MSA
45. California County/Township SAN MATEO - SAN FRANCISCO-SAN MATEO-REDWOOD CITY, CA METROPOLITAN DIVISION
46. California County/Township MENDOCINO - NORTH COAST REGION OF CALIFORNIA NONMETROPOLITAN AREA
47. California County/Township ALAMEDA - OAKLAND-FREMONT-HAYWARD, CA METROPOLITAN DIVISION
48. Washington County/Township THURSTON - OLYMPIA, WA MSA
49. California County/Township MENDOCINO - NORTH COAST REGION OF CALIFORNIA NONMETROPOLITAN AREA
50. California County/Township SAN DIEGO - SAN DIEGO-CARLSBAD-SAN MARCOS, CA MSA
51. California County/Township FRESNO - FRESNO, CA MSA
52. California County/Township ORANGE - SANTA ANA-ANAHEIM-IRVINE, CA METROPOLITAN DIVISION
53. Washington County/Township COWLITZ - LONGVIEW, WA MSA
54. California County/Township BUTTE - CHICO, CA MSA
55. Washington County/Township CLARK - PORTLAND-VANCOUVER-BEAVERTON, OR-WA MSA
56. California County/Township ORANGE - SANTA ANA-ANAHEIM-IRVINE, CA METROPOLITAN DIVISION
57. California County/Township MONTEREY - SALINAS, CA MSA
58. California County/Township SACRAMENTO - SACRAMENTO--ARDEN-ARCADE--ROSEVILLE, CA MSA
59. California County/Township GLENN - NORTH VALLEY REGION OF CALIFORNIA NONMETROPOLITAN AREA
60. California County/Township TULARE - VISALIA-PORTERVILLE, CA MSA
61. California County/Township SANTA CLARA - SAN JOSE-SUNNYVALE-SANTA CLARA, CA MSA
62. California County/Township SAN BENITO - SAN JOSE-SUNNYVALE-SANTA CLARA, CA MSA
63. Washington County/Township BENTON - KENNEWICK-RICHLAND-PASCO, WA MSA
64. California County/Township SOLANO - VALLEJO-FAIRFIELD, CA MSA
65. Nevada County/Township CLARK - LAS VEGAS-PARADISE, NV MSA
66. California County/Township PLACER - SACRAMENTO--ARDEN-ARCADE--ROSEVILLE, CA MSA
67. California County/Township SAN BERNARDINO - RIVERSIDE-SAN BERNARDINO-ONTARIO, CA MSA
68. Washington County/Township WALLA WALLA - EASTERN WASHINGTON NONMETROPOLITAN AREA
69. California County/Township MERCED - MERCED, CA MSA
70. California County/Township SAN MATEO - SAN FRANCISCO-SAN MATEO-REDWOOD CITY, CA METROPOLITAN DIVISION
71. California County/Township SANTA BARBARA - SANTA BARBARA-SANTA MARIA, CA MSA

OMB Control Number: 1205-0466
Expiration Date: 12/31/2012

Application for Temporary Employment Certification

ETA Form 9142 – APPENDIX B.1
U.S. Department of Labor

For Use in Filing Applications Under the H-2B Non-Agricultural Program ONLY

A. Attorney or Agent Declaration

I hereby certify that I am an employee of, or hired by, the employer listed in Section C of the ETA Form 9142, and that I have been designated by that employer to act on its behalf in connection with this application. I also certify that to the best of my knowledge the information contained herein is true and correct. I understand that to knowingly furnish false information in the preparation of this form and any supplement hereto or to aid, abet, or counsel another to do so is a felony punishable by a *$250,000* fine or 5 years in a Federal penitentiary or both (18 U.S.C. 1001).

1. Attorney or Agent's last (family) name	2. First (given) name	3. Middle initial
Judkins	James	K
4. Firm/Business name JKJ Workforce Agency, Inc.		
5. E-Mail address carnival.workforce@gmail.com		
6. Signature		7. Date signed

B. Employer Declaration

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

1. The job opportunity is a bona fide, full-time temporary position, the qualifications for which are consistent with the normal and accepted qualifications required by non-H-2B employers in the same or comparable occupations.
2. The job opportunity is not vacant because the former occupant(s) is (are) on strike or locked out in the course of a labor dispute involving a work stoppage.
3. The job opportunity is open to any qualified U.S. worker regardless of race, color, national origin, age, sex, religion, handicap, or citizenship, and the employer has conducted the required recruitment, in accordance with regulations, and has been unsuccessful in locating sufficient numbers of qualified U.S. applicants for the job opportunity for which certification is sought. Any U.S. workers who applied or apply for the job were or will be rejected only for lawful, job-related reasons, and the employer must retain records of all rejections.
4. The offered terms and working conditions of the job opportunity are normal to workers similarly employed in the area(s) of intended employment and are not less favorable than those offered to the foreign worker(s) and are not less than the minimum terms and conditions required by Federal regulation at 20 CFR 655, Subpart A.
5. The offered wage equals or exceeds the highest of the most recent prevailing wage that is or will be issued by the Department to the employer for the time period the work is performed, or the applicable Federal, State, or local minimum wage, and the employer will pay the offered wage.
6. The offered wage is not based on commissions, bonuses or other incentives, unless the employer guarantees a wage paid on a weekly, bi-weekly, or monthly basis that equals or exceeds the prevailing wage, or the legal Federal or State minimum wage, whichever is highest.
7. During the period of employment that is the subject of the labor certification application, the employer will comply with applicable Federal, State and local employment-related laws and regulations, including employment-related health and safety laws;
8. The employer has not laid off and will not lay off any similarly employed U.S. worker in the occupation that is the subject of the Application for Temporary Employment Certification in the area of intended employment within the period beginning 120 days before the date of need, except where the employer also attests that it offered the job opportunity that is the subject of the application to those laid-off U.S. worker(s) and the U.S. worker(s) either refused the job opportunity or was rejected for the job opportunity for lawful, job-related reasons.

Case Number: H-400-12313-874905 Case Status: CERTIFIED Period of Employment: 02/01/2013 to 10/31/2013

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Application for Temporary Employment Certification

ETA Form 9142 – APPENDIX B.1
U.S. Department of Labor

9. The employer and its agents and/or attorneys have not sought or received payment of any kind from the employee for any activity related to obtaining labor certification, including payment of the employer's attorneys' fees, application fees, or recruitment costs. For purposes of this paragraph, payment includes, but is not limited to, monetary payments, wage concessions (including deductions from wages, salary, or benefits), kickbacks, bribes, tributes, in kind payments, and free labor.

10. Unless the H-2B worker is being sponsored by another subsequent employer, the employer will inform H-2B workers of the requirement that they leave the U.S. at the end of the period certified by the Department or separation from the employer, whichever is earlier, as required under § 655.35, and that if dismissed by the employer prior to the end of the period, the employer is liable for return transportation.

11. Upon the separation from employment of any foreign worker(s) employed under the labor certification application, if such separation occurs prior to the end date of the employment specified in the application, the employer will notify the Department and DHS in writing or any other method specified of the separation from employment not later than forty-eight (48) hours after such separation is discovered by the employer.

12. The employer will not place any H-2B workers employed pursuant to this application outside the area of intended employment listed on the Application for Temporary Employment Certification unless the employer has obtained a new temporary labor certification from the Department.

13. The dates of temporary need, reason(s) for temporary need, and number of worker positions being requested for certification have been truly and accurately stated on the application.

14. If the application is being filed as a job contractor, the employer will not place any H-2B workers employed pursuant to the labor certification application with any other employer or at another employer's worksite unless:

    (i) The employer applicant first makes a bona fide inquiry as to whether the other employer has displaced or intends to displace a similarly employed U.S. worker within the area of intended employment within the period beginning 120 days before and throughout the entire placement of the H-2B worker, the other employer provides written confirmation that it has not so displaced and does not intend to displace such U.S. workers; and
    (ii) All worksites are listed on the certified Application for Temporary Employment Certification

I hereby designate the agent or attorney identified in section D (if any) of the ETA Form 9142 to represent me for the purpose of labor certification and, by virtue of my signature in Block 3 below, **I take full responsibility** for the accuracy of any representations made by my agent or attorney.

I declare under penalty of perjury that I have read and reviewed this application and that to the best of my knowledge the information contained therein is true and accurate. I understand that to knowingly furnish false information in the preparation of this form and any supplement thereto or to aid, abet, or counsel another to do so is a felony punishable by a $250,000 fine or 5 years in the Federal penitentiary or both (18 U.S.C. 1001).

1. Last (family) name	2. First (given) name	3. Middle initial
BRAJEVICH	MICHAEL	N/A
4. Title		
CEO		
5. Signature		6. Date signed

OMB No. 1615-0009, Expires 10/31/2013

Department of Homeland Security
U.S. Citizenship and Immigration Services

I-129, Petition for a Nonimmigrant Worker

START HERE - Type or print in black ink.

Part 1. Petitioner Information

*(If the employer is an individual, complete **Number 1**; Organizations complete **Number 2.**) Use the mailing address of the petitioner.*

1. Legal Name of Employer:

   a. Last Name *(Family Name)*

   b. First Name *(Given Name)*

   c. Full Middle Name

2. Company or Organization:

   Name of Company or Organization

   Butler Amusements, Inc.

3. Mailing Address:

   a. C/O: *(In Care Of, if any)*

   Michael Brajevich, CEO

   b. Street Number and Name

   3003 SW 153rd Drive

   c. Suite/Apt. Number

   Ste 205

   d. City

   Beaverton

   e. State/Province

   OR

   f. Country

   USA

   g. Zip/Postal Code

   97006

   h. Telephone Number (include area code) *(Do not leave spaces or type any special characters)*

   (503) 643-6610

   i. E-Mail Address

   carnival.workforce@gmail.co

   j. Federal Employer Identification Number

   77-0014796

   k. Individual Tax Number

   N/A

   l. Social Security Number

   N/A

Receipt

Class: _____

# of Workers: _____

Job Code: _____

Validity Dates: _____

From: _____

To: _____

☐ **Classification Approved**
- ☐ Consulate/POE/PFI Notified At _____
- ☐ Extension Granted
- ☐ COS/Extension Granted

Partial Approval *(explain)*

Action Block

Butler Exh.9, pp. 106

D-9

Part 2. Information About This Petition *(See instructions for fee information.)*

1. **Requested Nonimmigrant Classification** *(Write classification symbol):* H-2B

2. **Basis for Classification** *(Check one):*

- [X] **a.** New employment.
- [ ] **b.** Continuation of previously approved employment without change with the same employer.
- [ ] **c.** Change in previously approved employment.
- [ ] **d.** New concurrent employment.
- [ ] **e.** Change of employer.
- [ ] **f.** Amended petition.

3. Provide the most recent petition/application receipt number for the beneficiary. If none exists, indicate "N/A."

N/A

4. **Requested Action** *(Check one):*

- [X] **a.** Notify the office in **Part 4** so each beneficiary can obtain a visa or be admitted. (**NOTE:** *A petition is not required for an E-1, E-2, H-1B1 Chile Singapore, or TN visa.*)
- [ ] **b.** Change each beneficiary's status and extend their stay since he, she, or they are all now in the U.S. in another status *(see instructions for limitations)*. This is available only where you check "New Employment" in **Item 2.** above.
- [ ] **c.** Extend the stay of each beneficiary since he, she, or they now hold this status.
- [ ] **d.** Amend the stay of each beneficiary since he, she, or they now hold this status.
- [ ] **e.** Extend the status of a nonimmigrant classification based on a Free Trade Agreement. *(See Free Trade Supplement for TN and H1B1 to Form I-129.)*
- [ ] **f.** Change status to a nonimmigrant classification based on a Free Trade Agreement. *(See Free Trade Supplement for TN and H1B1 to Form I-129.)*

5. **Total number of workers in petition** *(See instructions relating to when more than one worker can be included.):* 246

Butler Exh.9, pp. 107

D-9a

Part 3. Beneficiary Information: Information about the beneficiary/beneficiaries you are filing for. *Complete the blocks below. Use the continuation sheet to name each beneficiary included in this petition.*

1. If an Entertainment Group, Give the Group Name

N/A

a. Family Name *(Last Name)*: 246 UNNAMED H-2B WORKERS

b. Given Name *(First Name)*: N/A

c. Full Middle Name: N/A

d. All Other Names Used *(include aliases, maiden name and names from all previous marriages)*: N/A | N/A | N/A

e. Date of Birth *(mm/dd/yyyy)*: N/A

f. Gender: ☐ Male ☐ Female

g. U.S. Social Security Number *(if any)*: N/A

h. A-Number *(if any)*: A-N/A

i. Country of Birth: N/A

j. Province of Birth: N/A

k. Country of Citizenship: N/A

2. If in the United States, complete the following:

a. Date of Last Arrival *(mm/dd/yyyy)*: N/A

b. I-94 Number *(Arrival/Departure Document)*: N/A

c. Current Nonimmigrant Status: N/A

d. Date Status Expires *(mm/dd/yyyy) or D/S*: N/A

e. Student & Exchange Visitor Information System (SEVIS) Number *(if any)*: N/A

f. Employment Authorization Document (EAD) Number *(if any)*: N/A

g. Passport Number: N/A

h. Date Passport Issued *(mm/dd/yyyy)*: N/A

i. Date Passport Expires *(mm/dd/yyyy)*: N/A

j. Current U.S. Address (if applicable): N/A

Part 4. Processing Information

1. If the beneficiary or beneficiaries named in **Part 3** is/are outside the United States or a requested extension of stay or change of status cannot be granted, state the U.S. consulate or inspection facility you want notified if this petition is approved.

a. Type of Office *(Check one)*: ☒ Consulate ☐ Pre-flight inspection ☐ Port of Entry

b. Office Address *(City)*: Monterrey

c. U.S. State or Foreign Country: Mexico

d. Beneficiary's Foreign Address: N/A Unnamed Beneficiaries

Butler Exh.9, pp. 108

D-9L

Part 4. Processing Information *(Continued)*

2. Does each person in this petition have a valid passport?

☐ Not required to have passport ☐ No - Go to **Page 7, Part 9** and write your explanation ☒ Yes

3.	Are you filing any other petitions with this one?	☒ No	☐ Yes - How many?
4.	Are applications for replacement/initial I-94s being filed with this petition?	☒ No	☐ Yes - How many?
5.	Are applications by dependents being filed with this petition?	☒ No	☐ Yes - How many?
6.	Is any beneficiary in this petition in removal proceedings?	☒ No	☐ Yes - explain on **Page 7, Part 9**
7.	Have you ever filed an immigrant petition for any beneficiary in this petition?	☒ No	☐ Yes - explain on **Page 7, Part 9**
8.	If you indicated you were filing a new petition in **Part 2** within the past 7 years, has any beneficiary in this petition:		
	a. Ever been given the classification you are now requesting?	☐ No	☒ Yes - explain on **Page 7, Part 9**
	b. Ever been denied the classification you are now requesting?	☐ No	☒ Yes - explain on **Page 7, Part 9**
9.	Have you ever previously filed a petition for this beneficiary?	☐ No	☒ Yes - explain on **Page 7, Part 9**
10.	If you are filing for an entertainment group, has any beneficiary in this petition not been with the group for at least 1 year?	☐ No	☐ Yes - explain on **Page 7, Part 9**
11a.	Has any beneficiary in this petition ever been a J-1 exchange visitor or J-2 dependent of a J-1 exchange visitor?	☒ No	☐ Yes

11b. If yes to **11a**, provide the dates the beneficiary maintained status as a J-1 exchange visitor or J-2 dependent. Also, provide evidence of this status by attaching a copy of either a DS-2019, Certificate of Eligibility for Exchange Visitor status, a Form IAP-66, or a copy of the passport that includes the J visa stamp.

Part 5. Basic Information About the Proposed Employment and Employer (*Attach the supplement relating to the classification you are requesting.*)

1. Job Title

Amusement and Recreation Attendants

2. LCA or ETA Case Number

H-400-12313-874905

3. Address where the beneficiary(es) will work if different from address in **Part 1**. *(Street number and name, city/town, state, zip code)*

MOBILE ENTERTAINMENT - TRAVEL AS PER THE ATTACHED ITINERARY

4. Is an itinerary included with the petition? ☐ No ☒ Yes 5. Will the beneficiary work off-site? ☒ No ☐ Yes

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Part 5. Basic Information About the Proposed Employment and Employer (*Attach the supplement relating to the classification you are requesting.*) *(Continued)*

6. Will the beneficiary(ies) work exclusively in the CNMI? ☒ No ☐ Yes

7. Is this a full-time position?
☐ No ☒ Yes If "No," Hours per week:

8. Wages per week or per year:
AS PER ATTACHED

9. Other Compensation *(Explain)*

10. Dates of intended employment *(mm dd yyyy)*: From: 02/01/2013 To: 10/31/2013

11. Type of Business
MOBILE ENTERTAINMENT - TRAVELING CARNIVAL COMPANY

12. Year Established	13. Current Number of Employees in the U.S.	14. Gross Annual Income	15. Net Annual Income
1969	VARY 0-500	$32,000,000.00	$425,985.00

Part 6. Certification Regarding the Release of Controlled Technology or Technical Data to Foreign Persons in the United States

(For H-1B, H-1B1 Chile/Singapore, L-1, and O-1A petitions only. This section of the form is not required for all other classifications. See **Page 3** of the Instructions before completing this section.)

Check Box 1 or Box 2 as appropriate:

With respect to the technology or technical data the petitioner will release or otherwise provide access to the beneficiary, the petitioner certifies that it has reviewed the Export Administration Regulations (EAR) and the International Traffic in Arms Regulations (ITAR) and has determined that:

☐ 1. A license is not required from either U.S. Department of Commerce or the U.S. Department of State to release such technology or technical data to the foreign person; or

☐ 2. A license is required from the U.S. Department of Commerce and/or the U.S. Department of State to release such technology or technical data to the beneficiary and the petitioner will prevent access to the controlled technology or technical data by the beneficiary until and unless the petitioner has received the required license or other authorization to release it to the beneficiary.

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MAJ

Part 7. Signature *Read the information on penalties in the instructions before completing this section.*

I certify, under penalty of perjury that this petition and the evidence submitted with it are true and correct to the best of my knowledge. I authorize the release of any information from my records, or from the petitioning organization's records that U.S. Citizenship and Immigration Services needs to determine eligibility for the benefit being sought. I recognize the authority of USCIS to conduct audits of this petition using publicly available open source information. I also recognize that supporting evidence submitted may be verified by USCIS through any means determined appropriate by USCIS, including but not limited to, on-site compliance reviews.

If filing this petition on behalf of an organization, I certify that I am authorized to do so by the organization.

Signature

Daytime Phone Number *(Area/Country Code)*
503-643-6610

Print Name
Michael Brajevich, CEO

Date *(mm/dd/yyyy)*
12/17/2012

NOTE: If you do not completely fill out this form and the required supplement, or fail to submit required documents listed in the instructions, the person(s) filed for may not be found eligible for the requested benefit and this petition may be denied.

Part 8. Signature of Person Preparing Form, If Other Than Above

I declare that I prepared this petition at the request of the above person and I certify that it is true and correct to the best of my knowledge.

Signature

Daytime Phone Number *(Area/Country Code)*
956-748-0550

Print Name
JAMES KENDRICK JUDKINS

Date *(mm/dd/yyyy)*
12/17/2012

Firm Name and Address

JKJ WORKFORCE AGENCY
32775 FM 106
RIO HONDO, TX 78583

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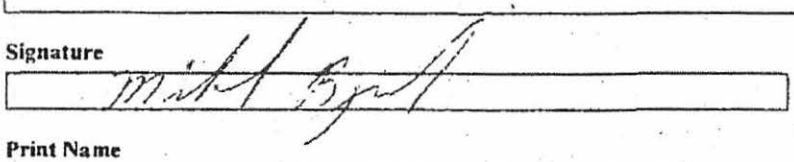
Part 9. Explanation Page

4.8.A. UNNAMED BENEFICIARIES.
4.8.B. UNNAMED BENEFICIARIES.
4.9. UNNAMED BENEFICIARIES.

5.8. MOBILE ENTERTAINMENT - EMPLOYER WILL PAY THE VARIABLE PREVAILING WAGE AS PER DOL ETA 9142 LABOR CERTIFICATION AND ITEMIZED ITINERARY ATTACHED.

Signature



Date *(mm dd yyyy)*

12/17/2012

Print Name

Michael Brajevich, CEO

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OMB No. 1615-0009, Expires 10/07/2013

Department of Homeland Security
U.S. Citizenship and Immigration Services

H Classification
Supplement to Form I-129

1. Name of the petitioner

Butler Amusements, Inc.

2. Name of the beneficiary or if this petition includes multiple beneficiaries, the total number of beneficiaries

246 UNNAMED BENEFICIARIES

3. List each beneficiary's prior periods of stay in H or L classification in the United States for the last 6 years (beneficiaries requesting H-2A or H-2B classification need only list the last 3 years). Be sure to only list those periods in which each beneficiary was actually in the United States in an H or L classification. Do not include periods in which the beneficiary was in a dependent status, for example, H-4 or L-2 status.

NOTE: Submit photocopies of Forms I-94, I-797, and/or other USCIS issued documents noting these periods of stay in the H or L classification. If more space is needed, attach an additional sheet.

Subject's Name	Period of Stay *(mm/dd/yyyy)*	
	From	To
N/A UNNAMED BENEFICIARIES		

4. Classification sought *(Check one)*

- ☐ a. H-1B Specialty Occupation
- ☐ b. H-1B2 Exceptional services relating to a cooperative research and development project administered by the U.S. Department of Defense (DOD)
- ☐ c. H-1B3 Fashion model of national or international acclaim
- ☐ d. H-1C Registered Nurse
- ☐ e. H-2A Agricultural worker
- ☒ f. H-2B Non-agricultural worker
- ☐ g. H-3 Trainee
- ☐ h. H-3 Special education exchange visitor program

5. Are you filing this petition on behalf of an alien subject to the Guam-CNMI cap exemption under Public Law 110-229? ☒ No ☐ Yes

Section 1. Complete This Section If Filing for H-1B Classification

1. Describe the proposed duties

2. Beneficiary's present occupation and summary of prior work experience

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Section 1. Complete This Section If Filing for H-1B Classification *(Continued)*

Statement for H-1B specialty occupations only:

By filing this petition, I agree to, and will abide by, the terms of the labor condition application (LCA) for the duration of the beneficiary's authorized period of stay for H-1B employment. I certify that I will maintain a valid employer-employee relationship with the beneficiary at all times. If the beneficiary is assigned to a position in a new location I will obtain and post an LCA for that site prior to reassignment.

I further understand that I cannot charge the beneficiary the ACWIA fee, and that any other required reimbursement will be considered an offset against wages and benefits paid relative to the LCA.

Signature of Petitioner	Print or Type Name	Date *(mm/dd/yyyy)*

Statement for H-1B specialty occupations and U.S. Department of Defense projects:

As an authorized official of the employer, I certify that the employer will be liable for the reasonable costs of return transportation of the alien abroad if the beneficiary is dismissed from employment by the employer before the end of the period of authorized stay.

Signature of Authorized Official of Employer	Print or Type Name	Date *(mm/dd/yyyy)*

Statement for H-1B U.S. Department of Defense projects only:

I certify that the beneficiary will be working on a cooperative research and development project or a co-production project under a reciprocal government-to-government agreement administered by the U.S. Department of Defense.

Signature of DOD Project Manager	Print or Type Name	Date *(mm/dd/yyyy)*

Section 2. Complete This Section If Filing For H-1C Classification

I certify under penalty of perjury, under the laws of the United States of America, that this attachment and the evidence submitted with it is true and correct. If filing this petition on behalf of an organization or entity, I certify that I am empowered to do so by that organization or entity. I authorize the release of any information from my records, or from the petitioning organization or entity's records, that U.S. Citizenship and Immigration Services may need to determine eligibility for the benefit being sought.

Signature	Print or Type Name
Title	**Date** *(mm/dd/yyyy)*

Firm Name and Address

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Section 3. Complete This Section If Filing for H-2A or H-2B Classification

1. Employment is: *(Check one)*

- [x] a. Seasonal
- [ ] b. PeakLoad
- [ ] c. Intermittent
- [ ] d. One-time occurrence

2. Temporary need is: *(Check one)*

- [ ] a. Unpredictable
- [ ] b. Periodic
- [x] c. Recurrent annually

3. Explain your temporary need for the beneficiary or beneficiaries' services *(Attach a separate sheet if additional space is needed.)*

Our family has been in the Carnival Business all of our lives,providing entertainment, rides, games and concessions on a seasonal basis. This company was founded in 1969.

We have a seasonal need for these workers, recurring on an annual basis. This is because we are open for a specific season each year and we are a traveling business, the work is evenings and weekends, and it is very difficult to find workers willing to travel from State to State. Even with the economic downturn people do not want to leave their homes and families to travel from event to event. We are unable to find available workers in the US to fill the positions to travel with the show.

This is a need that is seasonal and expected to be recurrent annually from February through October each year. The business has been seasonal since we began, completely shutting down for the months of November through end of January each year, and the need for seasonal workers has been constant.

We engage in extensive recruiting in hopes of fulfilling our seasonal needs. This recruiting process includes newspaper ads, using the DOL Job Search Protocol and help wanted signs at all of our locations. Our chronic need for employees is not filled.

While our need for temporary workers is recurrent annually, predictable and seasonal, the nature of the outdoor amusement business is that our events have longer hours and higher attendance when school is not in session, requiring an increase in staff when school vacation starts. We request permission for staggered entry for a limited number of workers when our temporary need increases based upon this business need.

4. List the country(ies) of citizenship of the H-2A/H-2B worker(s) you plan to hire.

Name of country(ies):

MEXICO

5. If the H-2A or H-2B workers you plan to hire are not from a country that has been designated as a participating country in accordance with 8 CFR 214.2(h)(5)(i)(F)(1) or 214.2(h)(6)(i)(E)(1), you must provide all the information requested below. See www.uscis.gov Web site for the list of participating countries. (Attach a separate sheet if additional space is needed.)

Family Name (Last Name)	Given Name (First Name)
N/A	N/A
Full Middle Name	**Date of Birth** *(mm dd yyyy)*
N/A	N/A

All Other Names Used:

N/A

Country of Birth:	Country of Citizenship
N/A	N/A

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Section 3. Complete This Section If Filing for H-2A or H-2B Classification *(Continued)*

6a. Have any of the workers listed in Number 5 above ever been admitted to the United States previously in H-2A/H-2B status? ☐ No ☐ Yes

Visa Classification (H-2A or H-2B):

b. If you answered question **6a** "Yes," did they comply with the terms of their status? ☐ No ☐ Yes

If you answered question **6b** "Yes," attach evidence of the workers' compliance.

c. If the H-2A or H-2B worker(s) you plan to hire are from a country not on the list of eligible countries, and you want the petition to be considered for approval, you must also provide evidence that: (1) a worker with the required skills is not available from a country on the list of eligible countries; (2) there is no potential for abuse, fraud, or other harm to the integrity of the H-2A/H-2B visa program through the potential admission of these worker(s) that you plan to hire; and (3) there are other factors that would serve the U.S. interest (if any).

7. Did you or do you plan to use a staffing, recruiting, or similar placement service or agent to locate the H-2A/H-2B workers that you intend to hire by filing this petition? ☐ No ☒ Yes

If "Yes," list the name and address of service used.

Name: JKJ Workforce Agency, Inc

Address: 32770 FM 106, Rio Hondo, TX 78583

8a. Did any of the H-2A/H-2B workers that you have located or plan to hire pay you, the above service, or any service or agent, any form of compensation as a condition of the employment or do they have an agreement to pay you or the service at a later date? (Do not include reasonable travel expenses, government visa fees, or other reasonable fees for which the worker is responsible.) See 8 CFR 214.2(h)(5)(xi)(A) or 214.2(h)(6)(i)(B). ☒ No ☐ Yes

b. If the workers paid a fee, have they been reimbursed for such fees or compensation, or if the workers had an agreement to pay a fee that has not been paid, has that agreement been terminated before being paid by the workers? ☐ No ☐ Yes

(Attach evidence of termination or reimbursement to this petition.)

9a. Have you ever had an H-2A/H-2B petition denied or revoked because an employee paid a job placement fee or other similar compensation as a condition of the job offer? ☒ No ☐ Yes

If "Yes," When?

Receipt Number:

b. Was the worker reimbursed for such fees and compensation? ☐ No ☐ Yes
(Attach evidence of reimbursement.) If you answered "No" because of a failure to locate the worker, attach evidence of the efforts to locate the worker.

10. If you are an H-2A petitioner, are you a participant in the E-Verify program? ☐ No ☐ Yes

If "Yes," E-Verify Company ID or Client Company ID:

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N 9.1

The H-2A/H-2B petitioner and each employer consent to allow Government access to the site where the labor is being performed for the purpose of determining compliance with H-2A/H-2B requirements. The petitioner further agrees to notify DHS beginning on a date and in a manner specified in a notice published in the Federal Register within 2 workdays if: an H-2A/H-2B worker fails to report for work within 5 workdays after the employment start date stated on the petition or, applicable to H-2A petitioners only, within 5 workdays of the start date established by the petitioner, whichever is later; the agricultural labor or services for which H-2A/H-2B workers were hired is completed more than 30 days early; or the H-2A/H-2B worker absconds from the worksite or is terminated prior to the completion of agricultural labor or services for which he or she was hired. The petitioner agrees to retain evidence of such notification and make it available for inspection by DHS officers for a 1-year period. "Workday" means the period between the time on any particular day when such employee commences his or her principal activity and the time on that day at which he or she ceases such principal activity or activities.

For H-2A petitioners only: The petitioner agrees to pay $10 in liquidated damages for each instance where it cannot demonstrate it is in compliance with the notification requirement.

The petitioner must execute **Part A.** If the petitioner is the employer's agent, the employer must execute **Part B.** If there are joint employers, they must each execute **Part C.**

Part A. Petitioner:

By filing this petition, I agree to the conditions of H-2A/H-2B employment and agree to the notification requirements. For H-2A petitioners: I also agree to the liquidated damages requirements defined in 8 CFR 214.2(h)(5)(vi)(B)(3).

Signature of Petitioner	Print or Type Name	Date *(mm dd yyyy)*
	Michael Brajevich, CEO	12/17/2012

Part B. Employer who is not the petitioner:

I certify that I have authorized the party filing this petition to act as my agent in this regard. I assume full responsibility for all representations made by this agent on my behalf and agree to the conditions of H-2A/H-2B eligibility.

Signature of Employer	Print or Type Name	Date *(mm dd yyyy)*

Part C. Joint Employers:

I agree to the conditions of H-2A eligibility.

Signature of Joint Employer	Print or Type Name	Date *(mm dd yyyy)*
Signature of Joint Employer	**Print or Type Name**	**Date** *(mm dd yyyy)*
Signature of Joint Employer	**Print or Type Name**	**Date** *(mm dd yyyy)*
Signature of Joint Employer	**Print or Type Name**	**Date** *(mm dd yyyy)*

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Section 4. Complete This Section If Filing for H-3 Classification

1.I f you answer "yes" to any of the following questions, attach a full explanation.

a. Is the training you intend to provide, or similar training, available in the beneficiary's country?	☐ No	☐ Yes
b. Will the training benefit the beneficiary in pursuing a career abroad?	☐ No	☐ Yes
c. Does the training involve productive employment incidental to training? If yes, explain the amount of compensation the beneficiary will receive and what percentage of time he or she will spend in employment versus the classroom on **Page 7, Part 9.**	☐ No	☐ Yes
d. Does the beneficiary already have skills related to the training?	☐ No	☐ Yes
e. Is this training an effort to overcome a labor shortage?	☐ No	☐ Yes
f. Do you intend to employ the beneficiary abroad at the end of this training?	☐ No	☐ Yes

2. If you do not intend to employ the beneficiary abroad at the end of this training, explain why you wish to incur the cost of providing this training and your expected return from this training.

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ATTACHMENT TO I-129

5.3 ADDRESS WHERE BENEFICIARY WILL WORK AND MOBILE ENTERTAINMENT ITINERARY - STARTING LOCATION:

1301 SOUTH FAIR AVENUE, YAKIMA, WA 98901

5.8 WAGE INFORMATION

AS PER CURRENT US DOL AND US CIS PROCEDURES FOR THE MOBILE ENTERTAINMENT, EMPLOYER WILL BE PAYING A VARIABLE WEEKLY WAGE AS FOLLOWS:

START DATE	END DATE	City, State	County	Wage	Weekly
2/1/2013	2/10/2013	Yakima, WA	Yakima County	$8.98	$359.20
2/7/2013	2/10/2013	Holtville, CA	Imperial County	$8.65	$346.00
2/14/2013	2/17/2013	Sunnyside, WA	Yakima County	$8.98	$359.20
2/15/2013	2/18/2013	Cloverdale, CA	Sonoma County	$8.66	$346.40
2/15/2013	2/28/2013	Indio,CA	Riverside County	$8.63	$345.20
2/21/2013	2/24/2013	Petaluma, CA	Sonoma County	$8.66	$346.40
2/22/2013	3/3/2013	Ellensburg, WA	Kittitas County	$8.96	$358.40
2/28/2013	3/3/2013	El Mirage, CA	San Bernardino County	$8.63	$345.20
2/28/2013	3/3/2013	Goodyear, AZ	Maricopa County	$8.23	$329.20
2/28/2013	3/3/2013	Jurupa Valley, CA	Riverside County	$8.63	$345.20
3/1/2013	3/14/2013	Oakland, CA	Alameda, County	$8.61	$344.40
3/7/2013	3/10/2013	Hesperia, CA	San Bernardino County	$8.63	$345.20
3/7/2013	3/17/2013	Wenatchee, WA	Chelan County	$8.97	$358.80
3/8/2013	3/10/2013	Chandler, AZ	Maricopa County	$8.23	$329.20
3/14/2013	3/17/2013	Manteca, CA	San Joaquin County	$8.64	$345.60
3/14/2013	3/17/2013	Soledad, CA	Monterey County	$8.59	$343.60
3/15/2013	3/24/2013	Hayward, CA	Alameda, County	$8.61	$344.40
3/15/2013	3/24/2013	Phoenix, AZ	Maricopa County	$8.23	$329.20
3/15/2013	3/24/2013	Mesa, AZ	Maricopa County	$8.23	$329.20
3/22/2013	3/31/2013	Modesto, CA	Stanislaus County	$8.59	$343.60
3/22/2013	3/31/2013	Moses Lake, WA	Grant County	$8.96	$358.40
3/22/2013	3/31/2013	Oakland, CA	Alameda, County	$8.61	$344.40
3/28/2013	3/31/2013	Martinez, CA	Contra Costa County	$8.61	$344.40
4/2/2013	4/7/2013	Yuma, AZ	Yuma County	$8.22	$328.80
4/4/2013	4/7/2013	Bay Point, CA	Contra Costa County	$8.61	$344.40
4/4/2013	4/7/2013	Santa Rosa, CA	Sonoma County	$8.66	$346.40
4/4/2013	4/7/2013	Antelope, CA	Sacramento County	$8.62	$344.80
4/5/2013	4/14/2013	Spokane, WA	Spokane County	$8.99	$359.60
4/10/2013	4/14/2013	Phoenix, AZ	Maricopa County	$8.23	$329.20
4/11/2013	4/14/2013	Tracy, CA	San Joaquin County	$8.64	$345.60
4/11/2013	4/14/2013	Daly City, CA	San Mateo County	$9.12	$364.80
4/11/2013	4/14/2013	Richmond, CA	Contra Costa County	$8.61	$344.40
4/18/2013	4/28/2013	Pullman, WA	Whitman County	$9.02	$360.80
4/19/2013	4/21/2013	San Mateo, CA	San Mateo County	$9.12	$364.80
4/19/2013	4/21/2013	Lompoc, CA	Santa Barbara County	$8.55	$342.00

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4/19/2013	4/21/2013	Morgan Hill, CA	Santa Clara County	$8.68	$347.20
4/19/2013	4/21/2013	Concord, CA	Contra Costa County	$8.61	$344.40
4/24/2013	4/28/2013	Santa Barbara, CA	Santa Barbara County	$8.55	$342.00
4/26/2013	4/28/2013	Redwood City, CA	San Mateo County	$9.12	$364.80
5/1/2013	5/5/2013	Los Banos, CA	Merced County	$8.61	$344.40
5/2/2013	5/5/2013	Walla Walla, WA	Walla Walla County	$9.02	$360.80
5/2/2013	5/5/2013	Barstow, CA	San Bernardino County	$8.63	$345.20
5/2/2013	5/5/2013	Lincoln, CA	Placer County	$8.62	$344.80
5/3/2013	5/5/2013	Hollister, CA	San Benito County	$8.68	$347.20
5/8/2013	5/12/2013	Las Vegas, NV	Clark County	$8.15	$326.00
5/9/2013	5/12/2013	Dixon, CA	Solano County	$8.73	$349.20
5/9/2013	5/12/2013	Kennewick, WA	Benton County	$9.21	$368.40
5/10/2013	5/12/2013	Mountain View, CA	Santa Clara County	$8.68	$347.20
5/15/2013	5/19/2013	Porterville, CA	Tulare County	$8.77	$350.80
5/16/2013	5/19/2013	Orland, CA	Glenn County	$8.59	$343.60
5/16/2013	5/19/2013	Orangevale, CA	Sacramento County	$8.62	$344.80
5/16/2013	5/19/2013	King City, CA	Monterey County	$8.59	$343.60
5/16/2013	5/19/2013	Westminster, CA	Orange County	$8.90	$356.00
5/16/2013	5/19/2013	Vancouver, WA	Clark County	$8.90	$356.00
5/23/2013	5/27/2013	Chico, CA	Butte County	$8.59	$343.60
5/23/2013	5/26/2013	Kelso, WA	Cowlitz County	$9.05	$362.00
5/24/2013	5/27/2013	Garden Grove, CA	Orange County	$8.90	$356.00
5/24/2013	5/27/2013	Coalinga, CA	Fresno County	$8.62	$344.80
5/30/2013	6/2/2013	San Diego, CA	San Diego County	$8.67	$346.80
5/30/2013	6/2/2013	Fort Bragg, CA	Mendocino County	$8.57	$342.80
5/30/2013	6/2/2013	Olympia, WA	Thurston County	$9.02	$360.80
5/31/2013	6/9/2013	Oakland, CA	Alameda, County	$8.61	$344.40
5/31/2013	6/2/2013	Ukiah, CA	Mendocino County	$8.57	$342.80
5/31/2013	6/2/2013	Foster City, CA	San Mateo County	$9.12	$364.80
6/6/2013	6/9/2013	Beaumont, CA	Riverside County	$8.63	$345.20
6/6/2013	6/9/2013	Covington, WA	King County	$9.04	$361.60
6/7/2013	6/9/2013	San Jose, CA	Santa Clara County	$8.68	$347.20
6/8/2013	6/16/2013	San Mateo, CA	San Mateo County	$9.12	$364.80
6/12/2013	6/16/2013	Anderson, CA	Shasta County	$8.54	$341.60
6/12/2013	6/16/2013	Merced, CA	Merced County	$8.61	$344.40
6/13/2013	6/16/2013	Snohomish, WA	Snohomish County	$9.04	$361.60
6/19/2013	7/7/2013	Pleasanton, CA	Alameda, County	$8.61	$344.40
6/20/2013	6/23/2013	Stockton, CA	San Joaquin County	$8.64	$345.60
6/20/2013	6/23/2013	Auburn, WA	King County	$9.04	$361.60
6/26/2013	6/30/2013	Lompoc, CA	Santa Barbara County	$8.55	$342.00
6/27/2013	6/30/2013	Martinez, CA	Contra Costa County	$8.61	$344.40
6/27/2013	6/30/2013	Lakewood, WA	Pierce County	$9.02	$360.80
6/28/2013	6/30/2013	San Jose, CA	Santa Clara County	$8.68	$347.20
7/3/2013	7/7/2013	San Rafael, CA	Marin County	$9.12	$364.80
7/4/2013	7/7/2013	Redwood City, CA	San Mateo County	$9.12	$364.80
7/4/2013	7/7/2013	Seattle, WA	King County	$9.04	$361.60
7/12/2013	7/28/2013	Sacramento, CA	Sacramento County	$8.62	$344.80
7/12/2013	7/21/2013	Turlock, CA	Stanislaus County	$8.59	$343.60
7/12/2013	7/14/2013	Lincoln, OR	Lincoln County	$8.94	$357.60
7/23/2013	7/27/2013	Myrtle Point, OR	Coos County	$8.94	$357.60
7/25/2013	7/28/2013	Hillsboro, OR	Washington County	$8.90	$356.00
7/31/2013	8/11/2013	Ventura, CA	Ventura County	$8.64	$345.60
7/31/2013	8/4/2013	Vallejo, CA	Solano County	$8.73	$349.20

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8/1/2013	8/4/2013	San Jose, CA	Santa Clara County	$8.68	$347.20
8/1/2013	8/4/2013	Ukiah, CA	Mendocino County	$8.57	$342.80
8/2/2013	8/11/2013	Ridgefield, WA	Clark County	$8.90	$356.00
8/7/2013	8/11/2013	Grass Valley, CA	Nevada County	$8.61	$344.40
8/13/2013	8/18/2013	Chehalis, WA	Lewis County	$8.99	$359.60
8/16/2013	8/25/2013	Boise, ID	Ada County	$8.10	$324.00
8/22/2013	9/2/2013	Monroe, WA	Snohomish County	$9.04	$361.60
8/27/2013	8/31/2013	Bishop, CA	Inyo County	$8.62	$344.80
8/31/2013	9/7/2013	Blackfoot, ID	Bingham County	$8.09	$323.60
9/6/2013	9/15/2013	Spokane, WA	Spokane County	$8.99	$359.60
9/10/2013	9/15/2013	Las Vegas, NV	Clark County	$8.15	$326.00
9/12/2013	9/15/2013	Lodi, CA	San Joaquin County	$8.64	$345.60
9/20/2013	9/29/2013	Bakersfield, CA	Kern County	$8.52	$340.80
9/20/2013	9/29/2013	Yakima, WA	Yakima County	$8.98	$359.20
10/2/2013	10/13/2013	Fresno, CA	Fresno County	$8.62	$344.80
10/4/2013	10/6/2013	Los Gatos, CA	Santa Clara County	$8.68	$347.20
10/4/2013	10/6/2013	Ceres, CA	Stanislaus County	$8.59	$343.60
10/11/2013	10/20/2013	Hayward, CA	Alameda County	$8.61	$344.40
10/17/2013	10/20/2013	Ridgecrest, CA	Kern County	$8.52	$340.80
10/21/2013	10/31/2013	Los Banos, CA	Merced County	$8.61	$344.40

FLSA exemption 13(a)(3) applies to this employer in State and Local venues that respect the FLSA exemption 13(a)(3). California Industrial Welfare Commission Order 10-2001 applies to this employer while working in the State of California. Employer follows prevailing practices for the Traveling Amusement Industry in regards to housing, transportation and weekly salary for workers.

Employer is traveling amusement operation. Above is a complete listing of booked and anticipated (pending) locations for the time period covered by this Job Order, listing city, county, state and prevailing wage listing from ONET/OES Site. It should be noted that for several dates there are multiple locations listed. Due to the nature of the business, there are some events that are large enough to support the entire carnival. At other points in time the show must spend some equipment (and workers) to additional locations. When our tour schedule requires our show to handle simultaneous locations or overlapping locations, employer will send workers to locations depending upon the venue and how many rides we will have operating at one venue in comparison to the number of rides operating at the other venues. Our unit continues with the other listed venues and we repeat the process when we encounter simultaneous or overlapping locations again.

12/17/2012

Michael Brajevich, CEO
Butler Amusements, Inc.

Butler Exh.9, pp. 121

OMB Approval: 1205-NEW2
Expiration Date: 10/31/2012

Application for Prevailing Wage Determination
ETA Form 9141 – General Instructions
U.S. Department of Labor

IMPORTANT: Please read these instructions carefully before completing the ETA Form 9141 –Application for Prevailing Wage Determination. These instructions contain full explanations of the questions that make up the ETA Form 9141.

Anyone, who knowingly and willingly furnishes any false information in the preparation of ETA Form 9141 and any supporting documentation, or aids, abets, or counsels another to do so is committing a federal offense, punishable by fine or imprisonment up to five years or both (18 U.S.C. §§ 2, 1001). Other penalties apply as well to fraud or misuse of this immigration document and to perjury with respect to this form (18 U.S.C. §§ 1546, 1621).

Symbol Legend: * means that the information requested is mandatory.
§ means the information requested is mandatory if the previous question was answered in the affirmative or in the manner specified in the marked question
ANY MANDATORY FIELD LEFT BLANK OR INCOMPLETE WILL RESULT IN THE APPLICATION BEING VOIDED AND RETURNED TO THE REQUESTOR.

Section A
Employment - Based Nonimmigrant Visa Information

1. Enter the following classification symbol to indicate the type of visa supported by this application: "**H-2B**", "**H-1B**", "**H-1B1 Chile**", "**H-1B1 Singapore**", "**E-3 Australian**", "**PERM**"

Section B
Requestor Point-of-Contact Information

1. Enter the last (family) name of the requestor's point of contact.
2. Enter the first (given) name of the requestor's point of contact.
3. Enter the middle name of the requestor's point of contact.
4. Enter the job title of the requestor's point of contact.
5. Enter the business street address for the requestor's point of contact.
6. If additional space is needed for the street address, use this line to complete the street address.
7. Enter the city of the requestor's point of contact. If the city and country are the same, the name must still be entered in both fields.
8. Enter the state of the requestor's point of contact.
9. Enter the postal (zip) code of the requestor's point of contact.
10. Enter the country of the requestor's point of contact. If the city and country are the same, the name must still be entered in both fields.
11. Enter the province of the requestor's point of contact, if applicable.

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Application for Prevailing Wage Determination
ETA Form 9141 – General Instructions
U.S. Department of Labor

Section B (cont.)
Requestor Point-of-Contact Information (cont.)

12. Enter the area code and business telephone number of the requestor's point of contact. Include country code, if applicable.

13. Enter the extension of the telephone number of the requestor's point of contact, if applicable.

14. Enter the business fax number, if applicable.

15. Enter the business e-mail address of the requestor's point of contact in the format name@emailaddress.top-level domain, if applicable.

Section C
Employer Information

1. Enter the full legal name of the business, person, association, firm, corporation, or organization, i.e., the employer filing this application. The employer's full legal name is the exact name of the individual, corporation, LLC, partnership, or other organization that is reported to the Internal Revenue Service.

2. Enter the full trade name or "Doing Business As" (DBA) name, if applicable, of the business, person, association, firm, corporation, or organization, i.e., the employer filing this application.

3. Enter the street address of the employer's principal place of business.

4. If additional space is needed for the street address, use this line to complete the employer's street address.

5. Enter the city of the employer's principal place of business. If the city and country are the same, the name must still be entered in both fields.

6. Enter the state of the employer's principal place of business.

7. Enter the postal (zip) code of the employer's principal place of business.

8. Enter the country of the employer's principal place of business. If the city and country are the same, the name must still be entered in both fields.

9. Enter the province of the employer's principal place of business, if applicable.

10. Enter the area code and telephone number for the employer's principal place of business. Include country code, if applicable.

11. Enter the extension of the telephone number for the employer's principal place of business, if applicable.

12. Enter the nine-digit Federal Employer identification Number (FEIN) as assigned by the IRS. Do not enter a social security number.

    Note: All employers, including private households, MUST obtain an FEIN from the IRS before completing this application. Information on obtaining an FEIN can be found at www.IRS.gov.

13. Enter the four to six-digit North American Industry Classification System (NAICS) code that best describes the employer's business, not the foreign worker's job. A listing of NAICS codes can be found at http://www.census.gov/epcd/www/naics.html

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Section D
Wage Processing Information

1. Mark "Yes" or "No" as to whether the employer is covered by the American Competitiveness and Workforce Improvement Act (ACWIA) pursuant to 20 CFR §656.40(e) as either an institution of higher education (20 CFR 656.40(e)(1)(i)), an affiliated or related nonprofit entity (20 CFR 656.40(e)(1)(ii)), or a nonprofit research or Governmental research organization (20 CFR 656.40(e)(1)(iii)).

2. Mark "Yes" or "No" as to whether the position offered is covered by a Collective Bargaining Agreement (CBA).

2a. If "Yes" in question 2, indicate whether the employer will submit a copy of the CBA electronically with the application or will mail in a copy of the CBA.

3. Mark "Yes" or "No" as to whether the employer is requesting a prevailing wage determination pursuant to the Davis-Bacon Act (DBA) or the McNamara Service Contract Act (SCA). Indicate under which Act the employer is requesting a determination (DBA or SCA).

4. Mark "Yes" or "No" as to whether the employer is requesting a prevailing wage determination pursuant to an alternate survey.

4a. If "Yes" in question 4, provide the name of the survey under which the employer is requesting a determination.

4b. If "Yes" in question 4, provide the date of publication of the survey under which the employer is requesting a determination.

4c. If "Yes" in question 4, indicate whether the employer will submit a copy of the survey electronically with the application or will mail in a copy of the survey.

Section E
Job Offer Information

a. Job Description

1. Enter the title of the job opportunity.

2. Enter the suggested six or eight-digit Standard Occupational Classification (SOC)/Occupational Network (O*NET) code for the occupation, which most clearly describes the work to be performed. The suggested SOC may be used as a tool in the determination process; however, the SOC issued with the determination may differ. SOC/O*Net Search Wizard

2a. Enter the suggested occupational title associated with the SOC/O*NET (OES) code. The suggested occupational title may be used as a tool in the determination process; however, the SOC and occupational title issued with the determination may differ. SOC/O*Net Search Wizard

3. Identify the title of the supervisor who will be supervising the work of the foreign worker(s), if applicable.

4. Mark "Yes" or "No" as to whether the job opportunity supervises the work of other employees.

4a. If "Yes" in question 4, enter the total number of employees the job opportunity will supervise.

4b. If "Yes" in question 4, indicate the level of the employee(s) to be supervised as either subordinate, peer, and/or other. If the employee supervises other individuals in a lower level occupation (e.g., a Software Engineer supervising Programmers), those employees would be subordinates. However, if any employee supervises other individuals in the same or equivalent occupation (e.g., a Software Engineer supervising other Software Engineers), those employees would be peers.

6. Describe the job duties, in detail, to be performed by any worker filling the job opportunity. Specify the field(s) and/or product(s)/industry(ies) involved, any equipment to be used, and pertinent working conditions. The duties provided must be specific enough to be classified under a relevant SOC pursuant to the O*Net publication.

7 Mark "Yes" or "No" as to whether the job requires any travel.

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Application for Prevailing Wage Determination
ETA Form 9141 – General Instructions
U.S. Department of Labor

Section E (cont.)
Job Offer Information (cont.)

a. Job Description (cont.)

7a. If "Yes" in question 6, provide details as to the area(s) of travel required, the frequency of the travel required, and the nature of the travel (e.g., whether relocation is/will be required). Note that a prevailing wage cannot be provided for unanticipated worksites.

b. Minimum Requirements

1. Identify whether the minimum U.S. diploma or degree required by the employer for the job opportunity is none, high school/GED, Associates, Bachelor's, Master's, Doctorate, or Other. Only mark one box.

1a. If "Other" in question 1, enter the specific U.S. diploma or degree required. (Example: JD, MD, DDS, etc.). If the answer to question 1 is not "Other," enter "N/A."

1b. Enter the major(s) and/or field(s) of study required by the employer for the job opportunity. You may list more than one field and/or more than one related major. If the answer to question 1 is "None" or "High School", enter "N/A."

2. If the employer requires a second U.S. diploma or degree for the job opportunity, mark "Yes." Otherwise, mark "No."

2a. If "Yes" in question 2, enter the specific second U.S. diploma or degree required. If the answer to question 2 is "No", enter "N/A."

3. If the employer requires training for the job opportunity, mark "Yes." Otherwise, mark "No." Training may include, but is not limited to: programs, coursework, or training experience (other than employment). When answering this question, do not duplicate requirements – the training required should not be counted as education or experience required.

3a. If "Yes" in question 3, enter the number of months of training required by the employer for the job opportunity. If the answer to question 3 is "No", enter "0" (zero). When answering this question, do not duplicate time requirements – the training time required should not be counted as (added to) education or experience time required.

3b. If "Yes" in question 3, enter the field(s) and/or name(s) of the training required by the employer for the job opportunity. You may list more than one field and/or more than one name. If the answer to question 3 is "No", enter "N/A."

4. If the employer requires employment experience, mark "Yes." Otherwise, mark "No."

4a. If "Yes" in question 4, enter the number of months of experience required by the employer. If the answer to question 4 is "No", enter "0" (zero).

4b. If "Yes" in question 4, enter the occupation in which experience is required by the employer for the job opportunity. If the answer to question 4 is "No", enter "N/A."

5. Enter the job related special requirements. Examples are shorthand and typing speeds, specific foreign language proficiency, test results. Document business necessity for a foreign language requirement.

c. Place of Employment

It is important for the employer to define the area of intended employment with as much geographic specificity as possible. This information is used for purposes of reviewing and verifying regulatory compliance with advertising, positive recruitment requirements, and prevailing wage determinations.

1. Enter the street address of the worksite location identified in question1, where work will be performed. The worksite address must be a physical location and cannot be a P.O. Box.

2. If additional space is needed for the street address, use this line. If no additional space is needed, enter "N/A."

3. Enter the city of the worksite location.

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Section E (cont.)
Job Offer Information (cont.)

c. Place of Employment (cont.)

4. Enter the county of the worksite location.

5. Enter the state/district/territory of the worksite location.

6. Enter the postal (zip) code of the worksite location.

7. If work will be performed in location(s) in addition to the address listed in questions 1-6 above, mark "Yes" and complete question 7-A. If work will not be performed in location(s) other than the address listed in questions 1-6 above, mark "No."

7a. If "Yes" in question 7, identify the geographic place(s) of employment indicating each Metropolitan Statistical Areas (MSAs) or the independent city(ies)/township(s)/county(ies) (borough(s)/parish(es)) and the corresponding state(s) where work will be performed. The employer must provide enough geographic detail to cover all the known worksite locations of intended employment. If the number of known worksite locations exceeds our system limits, you will be required to submit more than one application. Please note that wages cannot be provided for unspecified/unanticipated locations.

Section F

Prevailing Wage Determination – DO NOT FILL OUT THIS SECTION – FOR GOVERNMENT USE ONLY.

This section will be filled out by the government and returned to you with the appropriate prevailing wage.

Section G

OMB Notice – Please read.

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OMB Approval: 1205-0509
Expiration Date: *10/31/2015*

H-2B Application for Temporary Employment Certification
Form ETA-9142B – General Instructions
U.S. Department of Labor

IMPORTANT: Please read these instructions carefully before completing the Form ETA-9142B –Application for Temporary Employment Certification. These instructions contain full explanations of the questions and attestations that make up the Form ETA-9142B. ***In accordance with Federal Regulations, incomplete or obviously inaccurate applications will not be certified by the Department of Labor. If you need additional room to complete an answer, please begin the answer in the space provided and attach an addendum to the relevant section and item identifying each clearly, ALL required items must be completed as well as any fields/items where a response is conditioned on the response to another required field/item.***

Anyone, who knowingly and willingly furnishes any false information in the preparation of Form ETA-9142B and any supporting documentation, or aids, abets, or counsels another to do so is committing a federal offense, punishable by fine or imprisonment up to five years or both (18 U.S.C. §§ 2, 1001). Other penalties apply as well to fraud or misuse of this immigration document and to perjury with respect to this form (18 U.S.C. §§ 1546, 1621).

Public Burden Statement *(1205-0509)*

Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. Public reporting burden for this collection of information is estimated to average 1 hour to complete the form, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The obligation to respond to this data collection is required to obtain/retain benefits (Immigration and Nationality Act, 8 U.S.C. 1101, et seq.). Please send comments regarding this burden estimate or any other aspect of this information collection to the Office of Foreign Labor Certification * U.S. Department of Labor * Room C4312 * 200 Constitution Ave., NW, * Washington, DC * 20210. **Please do not send the completed application to this address.**

Section A
Employment - Based Nonimmigrant Visa Information

1. Enter the following classification symbol to indicate the type of visa supported by this application: "**H-2B**".

Section B
Temporary Need Information

1. Enter the title of the job opportunity for which the application for temporary employment certification is being sought by the employer.

2. Enter the six or eight-digit Standard Occupational Classification (SOC)/Occupational Network (O*NET) code for the occupation, which most clearly describes the work to be performed. For example, the six-digit SOC code for a fruit or vegetable harvester or orchard worker is 45-2092.02 (Farmworkers and Laborers, Crop).

3. Enter the occupational title associated with the SOC/O*NET (OES) code. For example, the occupational title associated with SOC/O*NET code 45-2092.02 is "Farmworkers and Laborers, Crop".

4. Enter whether this position is full-time by indicating "Yes" or "No". Although there is no regulatory definition for full-time employment, the Department generally considers 35 hours per week as the distinction point between full-time and part-time.

5. Enter the beginning date for the worker's period of employment. Use a month/day/full year (MM/DD/YYYY) format.

6. Enter the end date for the worker's period of employment. Use a month/day/full year (MM/DD/YYYY) format.

7. The collection of this item contains two parts. First, enter the number of workers being requested for certification. Second, use collection items (a) through (f) to enter the number of workers in each applicable category based on the answer to the first part of this item. Every box MUST be filled. If the employer has no workers in a particular category, please indicate "0 (zero)."

8. Mark the appropriate box to indicate the nature of the employer's temporary need for the services or labor to be performed. Only one standard of temporary need may be selected. The following definitions generally apply to temporary agricultural and non-agricultural work:

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Seasonal Need: The employer must establish that the services or labor is traditionally tied to a season of the year by an event or pattern and is of a recurring nature. The employer shall specify the period(s) of time during each year in which it does not need the services or labor. The employment is not seasonal if the period during which the services or labor is not needed is unpredictable or subject to change or is considered a vacation period for the employer's permanent employees.

Peakload Need: The employer must establish that (1) it regularly employs permanent workers to perform the services or labor at the place of employment and that it needs to supplement its permanent staff at the place of employment on a temporary basis due to a seasonal or short-term demand, and (2) the temporary additions to staff will not become a part of the employer's regular operation.

One-Time Occurrence: The employer must establish that either (1) it has not employed workers to perform the services or labor in the past and that it will not need workers to perform the services or labor in the future, or (2) it has an employment situation that is otherwise permanent, but a temporary event of short duration has created the need for a temporary worker(s).

Intermittent or Other Temporary Need: The employer must establish that it has not employed permanent or full-time workers to perform the services or labor, but occasionally or intermittently needs temporary workers to perform services or labor for short periods.

9. Provide a statement clearly describing the employer's temporary need for the services or labor to be performed. The employer's statement must explain (a) the nature of the employer's business or operations, (b) why the job opportunity and number of workers being requested for certification reflect a temporary need, and (c) how the employer's request for the services or labor to be performed meets the chosen standard under Question 8 of a seasonal, peakload, one-time occurrence, or an intermittent basis.

Section C
Employer Information

1. Enter the full name of the individual employer, joint employer, job contractor, partnership, corporation, i.e. the employer filing this application. The employer's full legal name is the exact name of the individual, corporation, LLC, partnership, or other organization that is reported to the Internal Revenue Service.

2. Enter the full trade name or "Doing Business As" (DBA) name, if applicable, of the business, person, association, firm, corporation, or organization, i.e., the employer filing this application.

3. Enter the street address of the employer's principal place of business.

4. If additional space is needed for the street address, use this line to complete the employer's street address.

5. Enter the city of the employer's principal place of business. If the city and country are the same, the name must still be entered in both fields.

6. Enter the state of the employer's principal place of business.

7. Enter the postal (zip) code of the employer's principal place of business.

8. Enter the country of the employer's principal place of business. If the city and country are the same, the name must still be entered in both fields.

9. Enter the province of the employer's principal place of business, if applicable.

10. Enter the area code and telephone number for the employer's principal place of business. Include country code, if applicable.

11. Enter the extension of the telephone number for the employer's principal place of business, if applicable.

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12. Enter the nine-digit Federal Employer identification Number (FEIN) as assigned by the IRS. Do not enter a social security number.

    Note: All employers, including private households, MUST obtain an FEIN from the IRS before completing this application. Information on obtaining an FEIN can be found at www.IRS.gov.

13. Enter the four to six-digit North American Industry Classification System (NAICS) code that best describes the employer's business, not the alien's job. A listing of NAICS codes can be found at http://www.census.gov/epcd/www/naics.html.

14. Mark the appropriate to indicate the type of application being filed for temporary employment certification. Only one application type may be selected.

15. Enter the employer's total annual receipts of the last complete fiscal year.

16. Enter the year the employer's business was established under the current FEIN number.

17. Mark the appropriate to indicate the type of application being filed for temporary employment certification. Only one application type can be selected.

Section D
Employer Point of Contact Information

An employer point of contact is an employee of the employer whose position authorizes the employee to provide information and supporting documentation concerning this Application for Temporary Employment Certification and to communicate with the Department of Labor on behalf of the employer. The employer point of contact should be the individual most familiar with the content of this application and circumstances of the foreign worker's employment.

Note: The employer point of contact information in this Section, specifically the name, telephone number, and email address, must be different from the attorney/agent information listed in Section E, unless the attorney is an employee of the employer.

1. Enter the last (family) name of the employer's point of contact.

2. Enter the first (given) name of the employer's point of contact.

3. Enter the middle name of the employer's point of contact.

4. Enter the job title of the employer's point of contact.

5. Enter the business street address for the employer's point of contact.

6. If additional space is needed for the street address, use this line to complete the street address.

7. Enter the city of the employer's point of contact. If the city and country are the same, the name must still be entered in both fields.

8. Enter the state of the employer's point of contact.

9. Enter the postal (zip) code of the employer's point of contact.

10. Enter the country of the employer's point of contact. If the city and country are the same, the name must still be entered in both fields.

11. Enter the province of the employer's point of contact, if applicable.

12. Enter the area code and business telephone number of the employer's point of contact. Include country code, if applicable.

13. Enter the extension of the telephone number of the employer's point of contact, if applicable.

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14. Enter the business e-mail address of the employer's point of contact in the format name@emailaddress.top-level domain.

Section E
Attorney or Agent Information (if applicable)

Note: The attorney/agent information in this Section, specifically the name, telephone number, and email address, must be different from the employer's point of contact information in Section D, unless the attorney is an employee of the employer.

1. Identify whether the employer is represented by an attorney or agent in the process of filing this application. Only mark one box. If "Yes", complete the remainder of Section E. If "No" in question 1, skip questions 2 to 19 and continue to Section F.
2. Enter the last (family) name of the attorney/agent.
3. Enter the first (given) name of the attorney/agent.
4. Enter the middle name of the attorney/agent.
5. Enter the street address of the attorney/agent.
6. If additional space is needed for the street address, use this line to complete the attorney/agent's street address.
7. Enter the city of the attorney/agent. If the city and country are the same, the name must still be entered in both fields.
8. Enter the state of the attorney/agent.
9. Enter the postal (zip) code of the attorney/agent.
10. Enter the country of the attorney/agent. If the city and country are the same, the name must still be entered in both fields.
11. Enter the province of the attorney/agent, if applicable.
12. Enter the area code and telephone number of the attorney/agent. Include country code, if applicable.
13. Enter the extension of the telephone number of the attorney/agent, if applicable.
14. Enter the e-mail address of the attorney/agent in the format name@emailaddress.top-level domain.
15. Enter the attorney/agent's law firm or business name.
16. Enter the attorney/agent's law firm or business nine-digit FEIN as assigned by the IRS.
17. Enter the attorney's state Bar number. If the attorney is licensed in more than one state, enter only one state Bar number. If submitting this form electronically and the attorney is licensed in a state which does not issue state Bar numbers, leave the field blank and once confirmed it will be automatically pre-populated with "N/A."

Note: The answers to questions 18 and 19 below should correspond to the same state for which a Bar number was provided in question 17, if any.

18. Enter the state of the highest court where the attorney is in good standing.
19. Enter the name of the highest court in the state where the attorney is in good standing.

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OMB Approval: 1205-0509
Expiration Date: *10/31/2015*

H-2B Application for Temporary Employment Certification
Form ETA-9142B – General Instructions
U.S. Department of Labor

Section F
Job Offer Information

a. Job Description

1. Enter the same job title as the one entered under Section B question 1.

2. Enter the basic hours of work required per week and overtime hours per week in accordance with State and Federal law for the work and area of employment.

3. Enter the daily work schedule for the job opportunity (e.g., 9 a.m. to 5 p.m., 7 a.m. to 11 a.m. and 4 p.m. to 8 p. m.).

4. Mark "Yes" or "No" as to whether the job opportunity supervises the work of other employees.

5. If "Yes" is marked in question 4, enter the total number of employees the job opportunity will supervise .

6. Describe the job duties, in detail, to be performed by any worker filling the job opportunity. Specify any equipment to be used and pertinent working conditions.

b. Minimum Requirements

1. Identify whether the minimum U.S. diploma or degree required by the employer for the job opportunity is none, high school/GED, Associates, Bachelor's, Master's, Doctorate, or Other. Only mark one box.

1a.. If "Other" in question 1, enter the specific U.S. diploma or degree required. (Example: JD, MD, DDS, etc.). If the answer to question 1 is not "Other," enter "N/A."

1b. Enter the major(s) and/or field(s) of study required by the employer for the job opportunity. You may list more than one field and/or more than one related major. If the answer to question 1 is "None" or "High School", enter "N/A."

2. If the employer requires a second U.S. diploma or degree for the job opportunity, mark "Yes." Otherwise, mark "No."

2a. If "Yes" in question 2, enter the specific second U.S. diploma or degree required. If the answer to question 2 is "No", enter "N/A."

3. If the employer requires training for the job opportunity, mark "Yes." Otherwise, mark "No." Training may include, but is not limited to: programs, coursework, or training experience (other than employment). When answering this question, do not duplicate requirements – the training required should not be counted as education or experience required.

3a. If "Yes" in question 3, enter the number of months of training required by the employer for the job opportunity. If the answer to question 3 is "No", enter "0" (zero). When answering this question, do not duplicate time requirements – the training time required should not be counted as (added to) education or experience time required.

3b. If "Yes" in question 3, enter the field(s) and/or name(s) of the training required by the employer for the job opportunity. You may list more than one field and/or more than one name. If the answer to question 3 is "No", enter "N/A."

4. If the employer requires employment experience, mark "Yes." Otherwise, mark "No."

4a. If "Yes" in question 4, enter the number of months of experience required by the employer. If the answer to question 4 is "No", enter "0" (zero).

4b. If "Yes" in question 4, enter the occupation in which experience is required by the employer for the job opportunity. If the answer to question 4 is "No", enter "N/A."

5. Enter the job related special requirements. Examples are shorthand and typing speeds, specific foreign language proficiency, test results. Document business necessity for a foreign language requirement.

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Section F
Job Offer Information *(continued)*

c. Place of Employment

It is important for the employer to define the area of intended employment with as much geographic specificity as possible. This information is used for purposes of reviewing and verifying regulatory compliance with advertising, positive recruitment requirements, and prevailing wage determinations.

Important Note: For farm labor or job contractors filing under the H-2A or H-2B visa programs where multiple worksites are involved or where special procedures apply, submit a separate attachment identifying, by business name and address, all physical locations where the services or labor is expected to be performed. Enter the address of the first worksite location on the form using questions 1 through 7, and then use question 7-A to identify the business name for the first worksite location and write the words "See attached worksites".

1. Enter the street address of the worksite location identified in item 1, where work will be performed. The worksite address must be a physical location and cannot be a P.O. Box.

2. If additional space is needed for the street address, use this line. If no additional space is needed, enter "N/A."

3. Enter the city of the worksite location.

4. Enter the county of the worksite location.

5. Enter the state/district/territory of the worksite location.

6. Enter the postal (zip) code of the worksite location.

7. If work will be performed in location(s) other than the address listed in questions 1-6 above, mark "Yes" and complete question 7a. If work will not be performed in location(s) other than the address listed in questions 1-6 above, mark "No.

7a. If "Yes" in question 7, identify the geographic place(s) of employment with as much specificity as possible, such as the Metropolitan Statistical Areas (MSAs) or the city(ies)/township(s)/county(ies) and the corresponding state(s) where work will be performed. The employer must provide enough geographic detail to cover all the worksite locations of intended employment.

Section G
Rate of Pay

1. Enter the rate of pay to be paid to the nonimmigrant workers. If the wage offer is expressed as a range, enter the bottom of the wage range to be paid.

   Enter the top of the wage range to be paid to the nonimmigrant workers in the section indicating "To (Optional)."

1a. Enter the rate of overtime pay, if applicable, to be paid to the nonimmigrant workers. If the wage offer is expressed as a range, enter the bottom of the wage range to be paid.

   Enter the top of the wage range to be paid to the nonimmigrant workers in the section indicating "To (Optional)."

2. Enter whether the rate of pay is in terms of per year, month, two weeks, week or hour in the section indicating "Rate is Per." Mark only one box.

2a. If the answer to question 2 is "Piece Rate", enter the wage offer requirements. Describe the unit size that governs how the piece rate is paid, such as tree size/spacing, weight/size/number of boxes picked/packed, dimensions of bags or boxes filled. For example: 5/8 bushel, 90 pound bag or box, 10 box bin.

3. Enter any additional wage information covered by the job opportunity and the anticipated area(s) of intended employment (e.g., itinerant work, multi-state worksite locations). In order to expedite the application review process, employers are **strongly encouraged** to list all valid prevailing wage determinations received by the OFLC National Processing Center

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(NPC) in support of the application as well as all corresponding wage offers.

Section H
Recruitment Information

Important Note: Employers are no longer required to Complete Section H of the ETA Form 9142. Under the new 2015 H-2B Interim Final Rule, the employer will be required to conduct positive recruitment of U.S. workers after your H-2B application is submitted to the Department for processing. Please continue to Section I.

1. Enter the name of the State Workforce Agency which received the job offer from the employer and placed a job order on its active file for recruitment of U.S. workers.

2. Enter the unique job order number provided by the State Workforce Agency.

2-A Enter the start date of the SWA job order. Use a month/day/full year (MM/DD/YYYY) format.

2-B Enter the end date of the SWA job order. Use a month/day/full year (MM/DD/YYYY) format. H-2A applicants must enter the date that is the midpoint of the contract period, which reflects the end of the 50% rule period as described in 20 CFR 655.135(d).

3. Mark "Yes" or "No" whether there is a Sunday edition of a newspaper (of general circulation) in the area of intended employment.

   Note: Only if the job opportunity is located in a rural area of intended employment that does not have a newspaper that publishes a Sunday edition, is the employer permitted to use the newspaper edition with the widest circulation in the area of intended employment, and not a Sunday edition.

4. Enter the name of the newspaper of general circulation or other publication in which the H-2B employer placed an advertisement for the job opportunity. H-2A employers enter "N/A."

   For the named newspaper/publication, enter the start and end dates in which the newspaper advertisement referenced was printed. Use a month/day/full year (MM/DD/YYYY) format. If the newspaper advertisement or publication took place on 1 day, then enter the same date in the "From:" and "To:".

5. H-2B employers enter the name of the newspaper of general circulation or other publication in which the employer placed an advertisement for the job opportunity. H-2A employers enter "N/A."

   For the named newspaper/publication, enter the start and end dates in which the newspaper advertisement referenced was printed. Use a month/day/full year (MM/DD/YYYY) format. If the newspaper advertisement or publication took place on 1 day, then enter the same date in the "From:" and "To:".

6. H-2B employers describe other efforts to positively recruit U.S. workers for the job opportunity. For each positive recruitment activity, identify the type or source of recruitment (e.g., additional SWA job orders, out-of-state newspaper, contact with former employees) and the date(s) on which the recruitment was conducted. H-2A employers enter "N/A."

Section I
Declaration of Employer and Attorney/Agent

Employer must read and agree to all the applicable terms, assurances, and obligations as a condition for receiving a temporary labor certification from the U.S. Department of Labor. Mark "Yes" or "No" to confirm that Appendix B is complete and is being submitted with the filing of this application.

Section J
Preparer

This section must be completed if the preparer of this application is a person other than the one identified in either Section D (employer point of contact) or E (attorney or agent) of this application.

1. Enter the last (family) name of the person preparing this application by or on behalf of the employer.

2. Enter the first (given) name of the person preparing this application by or on behalf of the employer.

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3. If applicable, enter the middle name of the person with preparing this application by or on behalf of the employer.
4. Enter the job title of the person who prepared the application.
5. Enter the Firm/Business name of the person with preparing this application by or on behalf of the employer.
6. Enter the email address of the person with preparing this application by or on behalf of the employer. Format must be in the format name@emailaddress.top-level domain.

Section K
U.S. Government Agency User ONLY

Read this section. No entries required.

Public Burden Statement *Control Number 1205-NEW1*

Please read this disclosure. No entries are required.

APPENDIX B

Employer and Attorney/Agent Declarations for H-2B Employers

A. Attorney/Agent Declaration

1. Enter the last (family) name of the attorney/agent representing the employer in the filing of this application.
2. Enter the first (given) name of the attorney/agent representing the employer in the filing of this application.
3. Enter the middle initial of the attorney/agent representing the employer in the filing of this application.
4. Enter the Firm/Business name of the attorney/agent representing the employer in the filing of this application.
5. Enter the email address of the attorney/agent representing the employer in the filing of this application. Format must be in the format name@emailaddress.top-level domain.
6. The attorney/agent must sign the application. Read the entire application and verify all contained information prior to signing.
7. The attorney/agent must date the application. Use a month/day/full year (MM/DD/YYYY) format.

B. Employer Declaration

1. Enter the last (family) name of the person with authority to sign on behalf of the employer.
2. Enter the first (given) name of the person with authority to sign on behalf of the employer.
3. Enter the middle name of the person with authority to sign on behalf of the employer.
4. Enter the job title of the person with authority to sign on behalf of the employer.
5. The person with authority to sign on behalf of the employer must sign the application. Read the entire application and verify all contained information prior to signing.
6. The person with authority to sign on behalf of the employer must date the application. Use a month/day/full year (MM/DD/YYYY) format.

Important Note: The footer in Appendix B is to be completed by the employer upon certification of its ETA Form 9142B

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OMB No. 1615-0009; Expires 10/31/2013

epartment of Homeland Security
U.S. Citizenship and Immigration Services

Instructions for Form I-129, Petition for a Nonimmigrant Worker

NOTE: You may file Form I-129 electronically. Go to our Internet Web site at www.uscis.gov and follow the detailed instructions on e-filing.

Instructions

Read these instructions carefully to properly complete this form. If you need more space to complete an answer, go to Part 9 and indicate the question number of the item to which the answer refers.

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What Is the Purpose of This Form?

This form is used by an employer to petition U.S. Citizenship and Immigration Services (USCIS) for an alien beneficiary to come as a nonimmigrant to the United States temporarily to perform services or labor, or to receive training.

Form I-129 consists of the:

1. Basic petition;
2. Individual supplements relating to specific classifications; and
3. H-1B Data Collection and Filing Fee Exemption Supplement (required for H-1B classifications only).

These instructions are divided into two parts:

PART 1: Classifications that always require a petition:

E-2 CNMI, treaty investor exclusively in the Commonwealth of the Northern Mariana Islands (CNMI).

H-1B, specialty occupations; an alien coming to perform services of an exceptional nature relating to a project administered by the U.S. Department of Defense, or a fashion model who has national and international acclaim.

H-1C, registered nurse.

H-2A, temporary agricultural worker.

H-2B, temporary nonagricultural worker.

H-3, trainee.

L-1, intracompany transferee.

O-1, alien of extraordinary ability in arts, science, education, business, or athletics.

O-2, accompanying alien who is coming to the United States to assist in the artistic or athletic performance of an O-1 artist or athlete.

P-1, major league sports.

P-1, internationally recognized athlete/entertainment group.

P-1S, essential support personnel for a P-1.

P-2, artist/entertainer in reciprocal exchange program.

P-2S, essential support personnel for a P-2.

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P-3, artist/entertainer coming to the United States to perform, teach, or coach under a program that is culturally unique.

P-3S, essential support personnel for a P-3.

Q-1, alien coming temporarily to participate in an international cultural exchange program.

R-1, religious worker.

PART 2: Classification that requires a petition only if the beneficiary is already in the United States and requesting an extension of stay or change of status:

E-1, treaty trader.

E-2, treaty investor (not including E-2 CNMI treaty investors).

E-3, Free Trade Agreement professionals from Australia.

Free Trade Nonimmigrants, H-1B1 aliens from Chile or Singapore and TN aliens from Canada or Mexico.

NOTE: A petition must always be filed for an E-2 CNMI investor classification.

Who May File This Form I-129?

General. A U.S. employer may file this form and applicable supplements to classify an alien in any nonimmigrant classification listed in **Part 1** and **Part 2** of these instructions. A foreign employer may file for certain classifications as indicated in the specific instructions.

Agents. A U.S. individual or company in business as an agent may file for types of workers who are traditionally self-employed or who traditionally use an agent to arrange short-term employment with numerous employers. A petition filed by an agent must include a complete itinerary of services or engagements, including dates, names, and addresses of the actual employers, and the locations where the services will be performed. A petition filed by a U.S. agent must guarantee the wages and other terms and conditions of employment by contractual agreement with the beneficiary or beneficiaries of the petition. The agent/employer must also provide an itinerary of definite employment and information on any other services planned for the period of time requested.

Including more than one alien in a petition. Multiple aliens who will seek admission in H-1C, H-2A, H-2B, H-3, P-1, P-2, P-3, O-2, or Q-1 classification may be included on the same petition provided:

1. They will all be employed for the same period of time; and
2. They will all perform the same services, receive the same training, or participate in the same international cultural exchange program.

Exception: H-2A and H-2B petitions for workers from countries not listed on the respective "Eligible Countries List" should be filed separately. See www.uscis.gov for the list of H-2A and H-2B participating countries.

Multiple locations. A petition for alien(s) to perform services or labor or receive training in more than one location must include an itinerary with the dates and locations where the services or training will take place.

Naming beneficiaries. All beneficiaries in a petition must be named except for an H-2A agricultural worker or an H-2B temporary nonagricultural worker. **Exceptions:** You must provide the name, date of birth, country of birth, and country of nationality of all H-2A and H-2B workers when: **(1)** the petition is filed for a worker who is a national of a country not designated by the Secretary of Homeland Security as eligible to participate in the H-2A or H-2B program, or **(2)** the beneficiary is in the United States. In addition, USCIS may require the petitioner to name H-2B beneficiaries where the name is needed to establish eligibility for H-2B nonimmigrant status.

Where some or all of the beneficiaries are not named, specify the total number of unnamed beneficiaries and total number of beneficiaries in the petition.

General Filing Instructions

1. Complete the basic form and any relating supplement.
2. Type or print legibly in blue or black ink.
3. If extra space is needed to complete any item, go to **Part 9,** Explanation Page, indicate the item number, and date and sign the sheet.
4. Answer all questions fully and accurately. State that an item is not applicable with "N/A." If the answer is none, write "none."
5. Submit a duplicate copy of the petition and all supporting documentation.

Basis for Classification

The following is an explanation of the choices listed on **Page 2, Part 2, Item 2** of the Form I-129.

a. New employment. Check this box if the beneficiary:

(1) Is outside the U.S. and holds no classification;

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(2) Is to begin employment for new U.S. employer in a different nonimmigrant classification than the alien currently holds; **or**

(3) Will work for the same employer but in a different nonimmigrant classification.

b. **Continuation of previously approved employment without change with the same employer.** Check this box if applying to continue employment of the beneficiary in the same nonimmigrant classification the beneficiary currently holds and there has been no change to the employment.

c. **Change in previously approved employment.** Check this box if applying to notify USCIS of a non-material change to the previously approved employment such as a change in job title without a material change in job duties.

d. **New concurrent employment.** Check this box if applying for a beneficiary to begin new employment with an additional employer in the same nonimmigrant classification the beneficiary currently holds while the beneficiary will continue working for his or her current employer in the same classification.

e. **Change of employer.** Check this box if applying for a beneficiary to begin employment working for a new employer in the same nonimmigrant classification that the beneficiary currently holds.

f. **Amended Petition.** Check this box if applying to notify USCIS of a material change in the terms or conditions of employment or training or the beneficiary's eligibility as specified in the original approved petition. Additionally, petitioners requesting H-2A or H-2B substitutions should check this box.

Requested Action

The following is an explanation of the types of action a petitioner/employer may choose for **Page 2, Part 2, Item 4** of Form I-129. Choose only one action.

a. **Notify the office in Part 4 so the person(s) can obtain a visa or be admitted.** Check this box if the beneficiary is currently outside of the United States, or, if the beneficiary is in the United States, he or she will leave the United States to obtain a visa/admission abroad.

b. **Change the person(s) status and extend their stay since the person(s) are all now in the United States in another status.** Check this box if the beneficiary is currently in the United States in a different nonimmigrant classification and is applying to change to a new, nonimmigrant status.

c. **Extend the stay of the person(s) since they now hold this status.** Check this box if the beneficiary is currently in the United States in a nonimmigrant classification and is requesting an extension of his or her stay in the same nonimmigrant classification.

d. **Amend the stay of the person(s) since they now hold this status.** Check this box if the beneficiary is currently in the United States in the same nonimmigrant classification and filing the petition to notify USCIS of any material changes in the terms and conditions of employment, training or the beneficiary's eligibility as specified in the original approved petition.

e. **Extend the status of a nonimmigrant classification based on a Free Trade Agreement.** Check this box if the beneficiary is currently in the United States based on a Free Trade Agreement (H-1B1 Chile/Singapore or TN classification) and is requesting an extension of his or her stay in that same classification.

f. **Change status to a nonimmigrant classification based on a Free Trade Agreement.** Check this box if the beneficiary is currently in the United States in a different nonimmigrant classification based on a Free Trade Agreement (H-1B1 Chile/Singapore or TN classification).

Certification Pertaining to the Release of Controlled Technology or Technical Data to Foreign Persons in the United States

U.S. Export Controls on Release of Controlled Technology or Technical Data to Foreign Persons. The Export Administration Regulations (EAR) (15 CFR Parts 770-774) and the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130) require U.S. persons to seek and receive authorization from the U.S. Government before releasing to foreign persons in the United States controlled technology or technical data. Under both the EAR and the ITAR, release of controlled technology or technical data to foreign persons in the United States--even by an employer--is deemed to be an export to that person's country or countries of nationality. One implication of this rule is that a U.S. company must seek and receive a license from the U.S. Government before it releases controlled technology or technical data to its nonimmigrant workers employed as H-1B, L-1 or O-1A beneficiaries.

Requirement to Certify Compliance with U.S. Export Control Regulations. The U.S. Government requires each company or other entity to certify that it has reviewed the EAR and ITAR and determined whether it will require a U.S. Government export license to release controlled technology or

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technical data to the beneficiary. If an export license is required, then the company or other entity must further certify that it will not release or otherwise provide access to controlled technology or technical data to the beneficiary until it has received from the U.S. Government the required authorization to do so. The petitioner must indicate whether or not a license is required on **Page 5, Part 6** of Form I-129.

Controlled Technology and Technical Data. The licensing requirements described above will affect only a small percentage of petitioners because most types of technology are not controlled for export or release to foreign persons. The technology and technical data that are, however, controlled for release to foreign persons are identified on the EAR's Commerce Control List (CCL) and the ITAR's U.S. Munitions List (USML). The CCL is found at 15 CFF Part 774, Supp. 1. See **http://www.access.gpo.gov/bis/ear/ear_data.html#ccl**. The USML is at 22 CFR 121.1. See **http://www.pmddtc.state.gov/regulations_laws/itar.html**. The EAR-controlled technology on the CCL generally pertains to that which is for the production, development, or use of what are generally known as "dual-use" items. The ITAR-controlled technical data on the USML generally pertains to that which is directly related to defense articles.

The U.S. Department of Commerce's Bureau of Industry and Security administers the CCL and is responsible for issuing licenses for the release to foreign persons of technology controlled under the EAR. The U.S. Department of State's Directorate of Defense Trade Controls (DDTC) administers the USML and is responsible for issuing licenses for the release to foreign persons of technical data controlled under the ITAR. Information about the EAR and how to apply for a license from BIS are at www.bis.doc.gov. Specific information about EAR's requirements pertaining to the release of controlled technology to foreign persons is at www.bis.doc.gov/deemedexports. Information about the ITAR and how to apply for a license from DDTC are at www.pmdtc.gov. Specific information about the ITAR's requirements pertaining to the release of controlled technical data is at http://www.pmddtc.state.gov/faqs/license_foreignpersons.html.

Classification - Initial Evidence

For all classifications, if a beneficiary is seeking a **change of status** or **extension of stay**, evidence of maintenance of status must be included with the new petition. If the beneficiary is employed in the United States, the petitioner may submit copies of the last 2 pay stubs and, when available, Form W-2, as well as a copy of the Form I-94 or I-797, Approval Notice.

The beneficiary's dependent family members (generally, spouses and children under 21) should use Form I-539, Application to Change/Extend Nonimmigrant Status, to apply for a change of status or extension of stay.

A nonimmigrant, who must have a passport to be admitted, must keep that passport valid during his or her entire stay. If a required passport is not valid, include a full explanation with the petition.

The following nonimmigrants are not eligible to change status:

1. An alien admitted under a visa waiver program;
2. An alien is transit (C) or in transit without a visa (TWOV);
3. A crewman (D);
4. A fiancé(e) (K-1) or his or her dependent (K-2);
5. A spouse of a U.S. citizen (K-3) or his or her dependent (K-4);
6. A J-1 exchange visitor whose status was for the purpose of receiving graduate medical training (unless a waiver has been granted under section 214(l) of the Immigration and Nationality Act);
7. A J-1 exchange visitor subject to the foreign residence requirement who has not received a waiver of that requirement; and
8. An M-1 student to an H classification, if training received as an M-1 helped him or her qualify for H classification.

Part 1: Petition Always Required

The following classifications always require a petition.

The initial evidence listed below and the initial evidence listed under the instructions for a change of status or extension of stay must be included with a petition for a new or concurrent employment or for an extension where there is a change in previously approved employment.

However, a petition for extension based on unchanged, previously approved employment should only be filed with the initial evidence required in the extension of stay instructions.

E-2 CNMI

An E-2 CNMI investor is an alien seeking to enter or remain in the Commonwealth of Northern Mariana Islands (CNMI) in order to maintain an investment in the CNMI that was approved by the CNMI government prior to November 28, 2009. An E-2 CNMI investor classification is specifically limited to an alien investor who has previously been granted a qualifying long term investor status under the laws of the CNMI. This

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classification allows an eligible alien to be lawfully present in the CNMI in order to maintain the investment during the transition period from CNMI to Federal immigration law. Nationality of the investor is not a qualifying factor in the issuance of an E-2 CNMI investor classification.

A petition for the initial issuance of an E-2 CNMI investor classification must be filed within 2 years of the date the E-2 CNMI investor classification becomes available. Petitions for the initial issuance of the E-2 CNMI filed after this period will be rejected.

Requests for extension of the E-2 CNMI investor classification may be granted, in increments of not more than 2 years, until December 31, 2014.

Applications for the dependents of E-2 CNMI investors must be filed on Form I-539, Application to Extend/Change Nonimmigrant Status.

Write **E-2C** in the classification requested block.

The petition must be filed with documentary evidence of:

1. Qualifying CNMI immigration status as evidenced by a properly endorsed, unexpired CNMI admission document (e.g., entry permit or certificate) reflecting lawful admission to the CNMI under CNMI immigration laws in one of the following status:
   - **A.** Long-term business investor status as evidenced by a Long-Term Business Certificate;
   - **B.** Foreign investor status as evidenced by a Foreign Investment Certificate;
   - **C.** Retiree investor status as evidenced by a Foreign Retirees Investment Certification or a Foreign Retiree Investment Certificate.
2. Maintaining investment, including but not limited to copies of an approval letter issued by the CNMI government; evidence that the capital has been invested; evidence that the applicant has invested at least the minimum amount required; and the following, depending on the type of investor:
   - **A. For a holder of a foreign investment or long-term business certificate:** copies of annual reports of investment activities in the CNMI containing sufficient information to determine whether the certificate holder is under continuing compliance with the standards of issuance, accompanied by annual financial audit reports performed by an independent certified public accountant;
   - **B. For a retiree investor:** evidence that he or she has an interest property in the CNMI (e.g. lease agreement), evidence of the value of the property interest (e.g. an appraisal regarding the value of the property), and, as applicable, evidence of the value of the improvements on the property (e.g. receipts or invoices of the costs of construction, the amount paid for preexisting structure, or an appraisal of the improvements).
3. Continuous maintenance of residence in the CNMI. The investor must establish that he or she has maintained residence within the CNMI since being lawfully admitted as a long-term investor. Additionally, he or she must establish physical presence in the CNMI for periods totaling at least half of that time. Absence from the CNMI for any period of more than 6 months but less than 1 year after such lawful admission shall break the continuity of such residence, unless the subject alien establishes to the satisfaction of DHS that he or she did not in fact abandon residence in the CNMI during such period. Absence from the CNMI for any period of more than 1 year during the period for which continuous residence is required shall break the continuity of such residence.

H-1B (3 Types)

An H-1B is an alien coming temporarily to perform services in a specialty occupation.

Write **H-1B** in the classification requested block.

A specialty occupation is one that requires the theoretical and practical application of a body of highly specialized knowledge to fully perform the occupation and requires the attainment of a bachelor's or higher degree in a specific specialty, or its equivalent, as a minimum for entry into the occupation in the United States.

The petition must be filed by the U.S. employer and must be filed with:

1. Evidence that a labor condition application (LCA) has been certified by the U.S. Department of Labor;
2. Evidence showing that the proposed employment qualifies as a specialty occupation;
3. Evidence showing that the beneficiary has the required degree by submitting either:
   - **A.** A copy of the beneficiary's U.S. baccalaureate or higher degree as required by the specialty occupation;
   - **B.** A copy of a foreign degree and evidence that it is equivalent to the U.S. degree; or
   - **C.** Evidence of education and experience that is equivalent to the required U.S. degree.

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4. A copy of any required license or other official permission to practice the occupation in the state of intended employment; and

5. A copy of any written contract between the petitioner and the beneficiary or a summary of the terms of the oral agreement under which the beneficiary will be employed.

6. **Off-site Assignment of H-1B Beneficiaries:** Petitioners seeking to place the H-1B beneficiary off-site at a location other than their own location must answer general questions regarding this assignment on **page 19**, relating to: actual or prevailing wage and assurance that all assignments will comply with the employment described in the H-1B petition and applicable statute and regulations governing the H-1B nonimmigrant classification. Petitioners should advise the H-1B beneficiary of the off-site work site placement.

   Additionally, petitioner should submit an itinerary that shows the dates and places of assignment if the beneficiary will be providing services at more than one location.

An H-1B is also an alien coming to perform services of an exceptional nature relating to a cooperative research and development project administered by the U.S. Department of Defense (DOD).

Write **H-1B2** in the classification requested block.

A U.S. employer may file the petition. The petition must be filed with:

1. A description of the proposed employment;

2. Evidence that the services and project meet the above conditions;

3. A statement listing the names of aliens who are currently or have been employed on the project within the past year, along with their dates of employment; and

4. Evidence that the beneficiary holds a baccalaureate or higher degree in the field of employment.

An H-1B is also a fashion model who has national or international acclaim and recognition, coming to be employed in a position requiring such a level of acclaim and recognition.

Write **H-1B3** in the classification requested block.

The petition must be filed by a U.S. employer or agent. Evidence must be submitted to establish that the beneficiary will be performing services, events, or productions of a distinguished reputation, including:

1. Documentary evidence (such as certifications, affidavits, reviews) to establish the beneficiary is a fashion model of distinguished merit and ability. Affidavits submitted by present or former employers or recognized experts must set forth the expertise of the affiant and the manner in which the affiant acquired such information; and

2. Copies of any written contracts between the petitioner and the beneficiary or, if there is no written agreement, a summary of the terms of the oral agreement under which the beneficiary will be employed.

Three laws have been enacted which impact the filing of H-1B and/or L visa petitions. These laws are the American Competitiveness and Workforce Improvement Act (ACWIA), Public Law 105-277 (signed into law on October 21, 1998), the Visa Reform Act of 2004 (signed into law on December 8, 2004) and Public Law 111-230 (signed into law on August 13, 2010).

Because of ACWIA, an H-1B or H-1B1 Free Trade Nonimmigrant petitioner must complete the H-1B supplement form, which is part of this petition. The supplement is used to collect additional information about the H-1B nonimmigrant worker and the H-1B petitioner (U.S. employer). (The supplement was formerly issued separately as Form I-129W.) Moreover, H-1B and H-1B1 petitioners must complete the H-1B Data Collection and Filing Fee Exemption Supplement to determine applicability of the fees mandated by the ACWIA, H-1B Visa Reform Act and/or Public Law 111-230.

The H-1B Visa Reform Act of 2004 imposes a Fraud Prevention and Detection Fee of **$500** for certain H or L petitions. On or after **March 8, 2005**, a U.S. employer seeking initial approval of H-1B or L nonimmigrant status for a beneficiary, or seeking approval to employ an H-1B or L nonimmigrant currently working for another U.S. employer, must submit this additional **$500** fee. This fee does not apply to H-1B1 petitions. The Form I-129 will serve as the vehicle for collection of the **$500** fee.

Those petitioners required to submit the **$500** Fraud Prevention and Detection fee are also required to submit either an additional **$2,000** (H-1B) or **$2,250** (L-1) fee mandated by Public Law 111-230 **if:**

1. The petitioner employs 50 or more individuals in the United States;

2. More than 50% of those employees are in H-1B or L nonimmigrant status; **and**

3. The petition is filed before October 1, 2014.

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The Fraud Prevention and Detection Fee and Public Law 111-230 fee, when applicable, may not be waived, and each fee should be submitted in separate checks or money orders.

To determine whether a petitioner is subject to any of these three fees, the petitioner must complete the H-1B and H1B1 Data Collection and Filing Fee Exemption Supplement discussed below.

H-1B and H-1B1 Data Collection and Filing Fee Exemption Supplement

An employer seeking to classify a beneficiary in H-1B classification (including H-1B1 Free Trade aliens from Chile and Singapore) must file this supplement. It is used to collect additional information about the H-1B employer and beneficiary. It is also used to determine the appropriate

American Competitiveness and Workforce Improvement Act (ACWIA) fee and whether the beneficiary is subject to the H-1B numerical limitation (aka the H-1B Cap). The ACWIA fee may not be assessed to the beneficiary.

Who is required to submit this supplement?

A U.S. employer seeking to classify a beneficiary as an H-1B or H-1B1 Free Trade Nonimmigrant worker must file this supplement concurrently with Form I-129 and the appropriate fee. (See **"What is the Filing Fee?"** for additional information regarding the appropriate fee.)

Completing Part A of the Supplement Form

All U.S. employers seeking to classify a beneficiary as an H-1B or H-1B1 Free Trade Nonimmigrant worker must answer all of the questions in the "Employer Information" Section.

H-1B Dependent employer. An "H-1B dependent employer" means an employer that:

A. Has 25 or fewer full-time-equivalent employees who are employed in the United States and employs more than seven H-1B nonimmigrants;

B. Has at least 26 but not more than 50 full-time-equivalent employees who are employed in the United States and employs more than 12 H-1B nonimmigrants; or

C. Has at least 51 full-time equivalent employees who are employed in the United States and employs H-1B nonimmigrants in a number that is equal to at least 15 percent of the number of such full-time-equivalent employees.

NOTE: As of February 17, 2009, U.S. employers who received funding under the Troubled Assets Relief Program (TARP), as described in the Employ American Workers Act (sec. 1611 of Div. A, Title XVI of Public Law 111-5) and seek to hire an H-1B nonimmigrant must comply with the H-1B Dependent Employer provisions. The H-1B Dependent Employer provisions apply regardless of whether such U.S. employers are seeking exempt H-1B nonimmigrants.

2. **Willful Violators.** A willful violator is an employer whom the U.S. Secretary of Labor has found, after notice and opportunity for a hearing, to have willfully failed to meet a condition of the labor condition application described in section 212(n) of the Immigration and Nationality Act.

3. **Exempt H-1B nonimmigrant.** An "exempt H-1B nonimmigrant" means an H-1B who:

   A. Receives wages (including cash bonuses and similar compensation) at an annual rate equal to at least $60,000; or

   B. Has attained a master's degree or higher (or its equivalent) in a specialty related to the intended employment.

4. **TARP funding.** TARP funding refers to receipt of funds described in the Employ American Workers Act (sec. 1611 of Div. A, Title XVI of Public Law 111-5).

5. **Highest education level.** Place an "X" in the appropriate box of **Part A, Number 2** of the supplement form that is most closely related to the highest formal education level attained by the beneficiary. **DO NOT** consider work experience in determining the beneficiary's equivalency.

6. **Major/primary field of study.** Use the beneficiary's degree transcripts to determine the primary field of study. **DO NOT** consider work experience to determine the beneficiary's major education level.

7. **Master's or higher degree from a U.S. institution of higher education.** Indicate whether or not the beneficiary has earned a master's or higher degree from a U.S. institution of higher education, as defined in 20 U.S.C. section 1001(a).

8. **Rate of pay per year.** The "rate of pay" is the salary or wages paid to the beneficiary. Salary or wages must be expressed in an annual full-time amount and do not include non-cash compensation or benefits. For example, an H-1B worker is to be paid $6,500 per month for a 4-month period, including a health benefits package and transportation. The yearly rate of pay if he or she were working for a full year would be 12 times the monthly

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rate, or $78,000. This amount does not include health benefits or transportation costs. The figure $78,000 should be entered on this form as the rate of pay.

9. **DOT Code.** The DOT Code is a three-digit occupational group for professional, technical, and managerial occupations and fashion models that can be obtained from the Dictionary of Occupational Titles. A reference chart can be found on our Web site: www.uscis.gov.

10. **NAICS Code.** This is the North American Industry Classification System (NAICS) Code. This code can be obtained from the U.S. Department of Commerce, Census Bureau (www.census.gov/epcd/www/naics.htm). Enter the code from left to right, one digit in each of the six boxes. If you use a code with fewer than six digits, enter the code left to right and then add zeros in the remaining unoccupied boxes.

    For example, the code sequences 33466 would be entered as:

3	3	4	6	6	0

    [Each number inside a separate box]

    The code sequences 5133 would be entered as:

5	1	3	3	0	0

    [Each number inside a separate box]

Completing Part B of the Supplemental Form

The petitioner must complete **Part B** to determine whether the petitioner must pay the ACWIA fee (**$1,500** or **$750**, depending on the number of workers employed by the petitioner). The petitioner is exempt from payment of the ACWIA fee if at least one of the following conditions are present:

1. The employer is an institution of higher education as defined in the Higher Education Act of 1965, section 101(a), 20 U.S.C. 1001(a);

2. The employer is a nonprofit organization or entity related to, or affiliated with, an institution of higher education. Institutions of higher education are defined in the Higher Education Act of 1965, section 101(a), 20 U.S.C. 1001(a). Such a nonprofit organization or entity includes but is not limited to hospitals and medical research institutions.

    NOTE: "Related to" or "affiliated with" means the entity is:

    A. Connected or associated with the institution of higher education through shared ownership or control by a board or federation operated by the institution of higher education; or

    B. Attached to the institution of higher education as a member, branch, cooperative, or subsidiary.

3. The employer is a nonprofit research organization or governmental research organization that is primarily engaged in basic research and/or applied research;

    NOTE: "Nonprofit organization or entity" means the organization or entity is:

    A. Defined as a tax-exempt organization under the Internal Revenue Code of 1986, sections 501(c)(3), (c)(4), or (c)(6), or 26 U.S.C. 501(c)(3), (c)(4), or (c)(6); and

    B. Has been approved as a tax-exempt organization for research or educational purposes by the Internal Revenue Service; or

    C. Is a Government research organization that is a U.S. Federal Government entity whose primary mission is the performance or promotion of basic research and/or applied research.

4. This petition is the second or subsequent request for an extension of stay filed by the employer regardless of when the first extension of stay was filed or whether the **$1,500** or **$750** filing fee was paid on the initial petition or the first extension of stay;

5. This petition is an amended petition that does not contain any requests for extension of stay filed by the employer;

6. This petition is being filed to correct a USCIS error;

7. The employer is a primary or secondary education institute;

8. The employer is a nonprofit entity that engages in an established curriculum-related clinical training or students register at the institution.

What Evidence Is Required Under Part B?

Petitioners claiming exemption from payment of the **$1,500** or **$750** filing fee must submit a statement describing why the organization or entity is exempt from the filing fee.

Completing Part C of the Supplemental Form

All petitioners must complete **Part C** to determine whether the beneficiary is subject to the H-1B cap.

Public Law 110-229 provides that nonimmigrant workers admitted to Guam or the CNMI and who will perform work in Guam or the CNMI are exempt from the statutory caps for the H visa programs.

The Form I-129 H Classification Supplement and H-1B Data Collection and Filing Fee Exemption Worksheet require employers to indicate whether they are filing on behalf of beneficiaries subject to this cap exemption.

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H-1C

An H-1C is an alien coming temporarily to perform services as a registered nurse at a qualifying health care facility. This classification expired on December 20, 2009.

Write **H-1C** in the classification requested block on the petition.

Petitioners should complete and sign relevant sections of the H Classification Supplement and additionally submit evidence that the beneficiary:

1. Has obtained a health care worker certification or certified statement in accordance with section 212(a)(5)(c) of the INA, from the Commission on Graduates of Foreign Nursing Schools (CGFNS) or another approved credentialing organization;
2. Has obtained a full and unrestricted license to practice nursing in the country where the alien obtained nursing education, or has received nursing education in the United States;
3. Has passed the examination by the CGFNS or has obtained a full and unrestricted (permanent) license to practice as a registered nurse in the State of intended employment, or has obtained a full and unrestricted (permanent) license in any State or territory of the United States and received temporary authorization to practice as a registered nurse in the State of intended employment;
4. Is fully qualified and eligible under the laws governing the place of intended employment to practice as a registered nurse immediately upon admission to the United States (including such temporary or interim licensing requirements that authorize employment), and is authorized under such laws to be employed by the employer. For purposes of this paragraph, the temporary or interim licensing may be obtained immediately after the alien enters the United States; and

Will be authorized by a State Board of Nursing to engage in registered nurse practice in a State or U.S. territory and will be practicing in a facility that provides health care services.

The following must also be submitted:

A. A current copy of the U.S. Department of Labor's notice of acceptance of the filing of its attestation on Form ETA 9081;

B. Statement describing any limitations that the laws of the State or jurisdiction of intended employment place on each beneficiary's services;

C. Evidence that each beneficiary's name on the petition meets the definition of a registered nurse as defined in 8 CFR 214.2(h)(3)(i)(A) and satisfies the requirements contained in Section 212(m)(1) of the INA;

D. The employment contract; and

E. Evidence of each beneficiary's previously granted classification in the past 3 years if he or she was in the United States during this time.

Completing Section 2 of the H Classification Supplement to Form I-129

All petitioners seeking workers in H-1C classification must complete **Section 2** of the H classification to Form I-129 (**page 12** of the form).

H-2A

An H-2A is an alien coming temporarily to perform agricultural labor or services of a temporary or seasonal nature.

Write **H-2A** in the classification block on the petition.

The petition must be filed by a U.S. employer or its U.S. agent or an association of U.S. agricultural producers named as a joint employer on the temporary labor certification. The petitioner or employer (if different from the petitioner), and each joint employer must complete and sign relevant sections of the H Classification Supplement and additionally submit the following evidence:

1. A single, valid temporary labor certification;* and
2. Copies of evidence showing that each named beneficiary meets the minimum job requirements stated in the certification at the time the labor certification application was filed.

***NOTE:** Under certain emergent circumstances, as determined by USCIS, petitions requesting a continuation of employment with the same employer for 2 weeks or less are exempt from the temporary labor certification requirement. See 8 CFR 214.2(h)(5)(x).

H-2B

An H-2B is an alien coming temporarily to engage in temporary nonagricultural services or labor that is based on the employer's seasonal, intermittent, peakload, or one-time need.

Write **H-2B** in the classification block on the petition.

The petition must be filed by a U.S. employer, a U.S. agent, or a foreign employer filing through a U.S. agent. The petitioner must complete and sign relevant sections of the H Classification Supplement and additionally submit the following evidence.

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1. A temporary labor certification* from the U.S. Department of Labor, or the Governor of Guam (if the proposed employment is solely in Guam); and

2. If applicable, copies of evidence showing that each named beneficiary meets the minimum job requirements stated on the temporary labor certification (such as employment letters and training certificates, etc.).

*NOTE: Petitions filed on behalf of Canadian musicians who will be performing for 1 month or less within 50 miles of the U.S.-Canadian border do not require a temporary labor certification.

H-3 (Two types)

An H-3 is an alien coming temporarily to participate in a special education exchange visitor program in the education of children with physical, mental, or emotional disabilities.

Write **H-3** in the classification block on the petition.

Any custodial care of the children must be incidental to the training program. The petition must be filed by the U.S. employer, which must be a facility which has professionally trained staff and a structured program for providing education to children with disabilities and for providing training and hands-on experience to participants in the special education exchange visitor program. The petition must contain:

1. A description of the training, staff, and facilities; evidence that the program meets the above conditions; and details of the beneficiary's participation in the program; and

2. Evidence showing that the beneficiary is nearing completion of a baccalaureate degree in special education, or already holds such a degree, or has extensive prior training and experience in teaching children with physical, mental, or emotional disabilities.

An H-3 is also an alien who is coming temporarily to receive training from an employer in any field other than graduate medical education or training.

Write **H-3** in the classification block on the petition.

The petition must be filed with:

1. A detailed description of the structured training program, including the number of classroom hours per week and the number of hours of on-the-job training per week;

2. A summary of the prior training and experience of each beneficiary in the petition; and

3. An explanation stating why the training is required, whether similar training is available in the beneficiary's country, how the training will benefit the beneficiary in pursuing a career abroad, the source of any remuneration the trainee will receive and any benefit the petitioner will obtain by providing the training.

L-1 (2 Types)

An L-1A is an alien coming temporarily to perform services in a managerial or executive capacity for the same employer (or for the parent, branch, subsidiary, or affiliate of the employer) that employed the alien abroad in a capacity that was managerial or executive in nature, or one that required specialized knowledge, for at least 1 continuous year within the last 3 years.

Write **L-1A** in the classification requested block on the petition.

A U.S. employer or foreign employer may file the petition, but the foreign employer must have a legal business entity in the United States.

An L-1B is an alien coming temporarily to perform services that require specialized knowledge for the same employer (or for the parent, branch, subsidiary, or affiliate of the employer) that employed the alien abroad (in a managerial, executive or specialize knowledge capacity) for at least 1 continuous year within the last 3 years. **Specialized knowledge** is special knowledge of the petitioning employer's product, service, research, equipment, techniques, management, or other interests and its application in international markets or an advanced level of knowledge or expertise in the employing organization's processes or procedures.

Write **L-1B** in the classification requested block on the petition.

General L Classification Requirements

Either the U.S. or foreign employer may file the petition. The petition must be submitted with:

1. Evidence establishing the existence of the qualifying relationship between the U.S. and foreign employer based on ownership and control, such as: an annual report, articles of incorporation, financial statements, or copies of stock certificates; **NOTE:** Whether such evidence will be sufficient to meet the petitioner's burden of establishing such a qualifying relationship will depend on the quality and probative value of the evidence submitted.

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2. A letter from the beneficiary's foreign qualifying employer detailing his or her dates of employment, job duties, qualifications, and salary, along with supporting documentary evidence; and

3. A description of the proposed job duties and qualifications, and evidence showing that the proposed employment is in an executive, managerial, or specialized knowledge capacity.

Evidence for a New Office

If the beneficiary is coming to the United States to open a new office, additional evidence must be submitted to show that the employer:

1. Already has sufficient premises to house the new office;

2. Has or will have the required qualifying relationship to the foreign employer;

3. Has the financial ability to remunerate the beneficiary and to begin doing business in the United States including evidence which shows:

   A. Size of the U.S. investment;

   B. The organizational structure of both firms; and

   C. The financial size and condition of the foreign employer.

If the petition is requesting L-1A classification, evidence to establish the intended U.S. operation will be capable of supporting the executive or managerial position within 1 year.

NOTE: There are additional fees associated with certain L-1A and L-1B petitions. Please see the **"What is the Filing Fee?"** section of these form instructions for further information about these fees.

Blanket Petitions

An L Blanket petition simplifies the petitioning process for employers that seek L-1 workers on a continual basis by obtaining advance approval from USCIS that the requisite intracompany relationship exists. In obtaining an L Blanket petition, a qualified employer may file for any number of L-1A aliens and L-1B specialized knowledge professionals.

Write **LZ** in the classification requested block. Do not include an individual employee on the petition.

Submit evidence to establish that the employer (including its parent, branches, subsidiaries, and/or affiliates):

1. Is engaged in commercial trade or services;

2. Has an office in the United States that has been doing business for 1 year or more;

3. Has three or more domestic and foreign branches, subsidiaries, or affiliates; and

4. **(A)** Has obtained approved petitions for at least 10 L-1A managers or executives or L-1B specialized knowledge professional workers in the past 12 months; **(B)** has U.S. subsidiaries or affiliates with combined annual sales of at least $25 million; or **(C)** has a U.S. workforce of at least 1,000 employees.

After approval of a blanket petition, the employer may file for individual employees to enter as either L-1A workers or L-1B specialized knowledge professionals under the L Blanket petition. If the beneficiary is outside the United States, file a Form I-129S, Nonimmigrant Petition Based on Blanket L Petition. If the beneficiary is already lawfully in the United States and otherwise eligible for a change of nonimmigrant status to L-1A or L-1B, file Form I-129 to request a change of status based on the blanket petition with the following:

1. A copy of the USCIS approval notice for the blanket petition;

2. A letter from the beneficiary's foreign qualifying employer detailing his or her dates of employment, job duties and qualifications and salary for the previous 3 years, or in the case of a beneficiary who is currently lawfully employed by a qualifying organization in the United States a letter detailing the above with respect to the 3-year period prior to the beneficiary's lawful admission to the United States and establishing that the beneficiary has been continuously employed lawfully by a qualifying organization since the time of lawful admission to the United States;

3. Evidence that the beneficiary has been lawfully employed by the petitioning organization since arriving in the United States; and

4. If the beneficiary is a specialized knowledge professional, evidence of that he or she has earned U.S. degree or foreign degree equivalent to a U.S. degree.

O-1A

An O-1A is an alien coming temporarily who has extraordinary ability in the sciences, education, business, or athletics (not including the arts, motion picture, or television industry). The extraordinary ability must be demonstrated by sustained national or international acclaim.

Write **O-1A** in the classification block on the petition. The petition must be submitted with:

1. A written consultation from a peer group or labor management organization with expertise in the field.

If the above item cannot be obtained, the consultation can be from a person of the petitioner's choosing who has expertise in the beneficiary's area of ability (see **General Evidence**);

2. A copy of any written contract between the employer and the beneficiary or a summary of the terms of the oral agreement under which the beneficiary will be employed;

3. An explanation of the nature of the events or activities, the beginning and ending dates for the events or activities, and a copy of any itinerary for the events and activities; and

4. Evidence of the beneficiary's extraordinary ability, such as receipt of major awards or prizes, documentation of the beneficiary's membership in associations in the field which require outstanding achievements of their members, major published material by the beneficiary or relating to the beneficiary's work, evidence of the beneficiary's contributions to the field, evidence of the beneficiary's original scholarly work or contributions to the field, evidence of the beneficiary's high salary within the field, evidence that the beneficiary participated on a panel that judges the work of others in the field, or evidence of the beneficiary's prior employment in a critical or essential capacity for organizations and establishments that have a distinguished reputation.

NOTE: If the preceding forms of evidence do not readily apply to the beneficiary's field of endeavor, you may submit other comparable evidence.

O-1B

An O-1B is an alien coming temporarily who has extraordinary ability in the arts or extraordinary achievement in the motion picture or television industry.

Write **O-1B** in the classification block on the petition. The petition must be submitted with:

A written consultation from a peer group or a person of the employer's choosing with expertise in the beneficiary's area of ability (see **General Evidence**). If the petition is based on the beneficiary's extraordinary achievement in the motion picture or television industry, separate consultations are required from the relevant labor and management organizations;

A copy of any written contract between the employer and the beneficiary or a summary of the terms of the oral agreement under which the beneficiary will be employed;

3. Evidence that the beneficiary has received or been nominated for significant national or international awards or prizes in the field, such as an Academy Award, Emmy, Grammy, or Director's Guild Award, or at least three of the following:

A. Evidence that the beneficiary has performed or will perform as a lead or starring participant in productions or events that have a distinguished reputation;

B. Evidence that the beneficiary has achieved national or international recognition for achievements in the field;

C. Evidence that the beneficiary has a record of major commercial or critically acclaimed successes, as evidenced by ratings, box office receipts, etc.;

D. Evidence that the beneficiary has received significant recognition from organizations, critics, government agencies, or other recognized experts;

E. Evidence that the beneficiary commands or will command a high salary or other remuneration for services in relation to others in the field; or

F. Evidence that the beneficiary has performed in a lead or starring role for organizations that have a distinguished reputation.

NOTE: If the preceding forms of evidence do not readily apply to the beneficiary's field of endeavor, you may submit other comparable evidence.

O-2

An O-2 is an alien coming temporarily and solely to assist in the performance of an O-1 artist or athlete because he or she performs support services that are integral to the successful performance of the O-1. No test of the U.S. labor market is required. The critical skills and experience with the O-1 must not be of a general nature nor possessed by U.S. workers.

Write **O-2** in the classification block on the petition.

This form must be filed in conjunction with an O-1 petition and submitted with:

1. A written consultation (see **General Evidence**);

   A. If it is for support of an athlete or an alien with extraordinary ability in the arts, the consultation must be from an appropriate labor organization; or

   B. If it is for support of an alien with extraordinary achievement in motion pictures or television, the consultation must be from an appropriate labor organization and management organization.

2. Evidence of the current essentiality, skills, and experience of the O-2 with the O-1. In the case of a specific motion picture or television production, the evidence must establish that significant production has taken place outside the United States and that the continuing participation of the alien is essential to the successful completion of the production.

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P-1A or P-1 Major League Sports

A P-1A is an alien coming temporarily to perform at a specific athletic competition as an individual or as part of a group or team participating at an internationally recognized level of performance.

P-1 Major League Sports classification is for major league athletes, minor league sports, and any affiliates associated with the major leagues including, but not limited to baseball, hockey, soccer, basketball, and football. Support personnel includes coaches, trainers, broadcasters, referees, linesmen, umpires, and interpreters.

Write **P-1A** in the classification block on the petition. The petition must be submitted with:

1. A written consultation (see **General Evidence**) with an appropriate labor organization;
2. A copy of the contract with a major U.S. sports league or team or a contract in an individual sport commensurate with national or international recognition in the sport, if such contracts are normally utilized in the sport; and
3. Evidence of at least two of the following:
   - **A.** Substantial participation in a prior season with a major U.S. sports league;
   - **B.** Substantial participation in a prior season for a U.S. college or university in intercollegiate competition;
   - **C.** Participation in international competition with a national team;
   - **D.** A written statement from a member of the sports media or a recognized expert in the sport which details how the beneficiary or team is internationally recognized;
   - **E.** A written statement from an official of a major U.S. sports league or official of the governing body for a sport that details how the beneficiary or team is internationally recognized;
   - **F.** That the beneficiary or team is ranked, if the sport has international rankings; or
   - **G.** That the beneficiary or team has received a significant honor or award in the sport.

P-1B Entertainer or Entertainment Group

A P-1B is an alien entertainer coming temporarily to perform as a member of an entertainment group that has been recognized internationally as outstanding in the discipline for a substantial period of time, and who has had a sustained relationship with the group (ordinarily for at least 1 year).

Write **P-1B** in the classification block on the petition. The petition must be submitted with:

1. A written consultation (see **General Evidence**) from an appropriate labor organization;
2. Evidence that the beneficiary or group is internationally recognized in the discipline as demonstrated by the submission of evidence of the group's receipt of or nomination for significant international awards or prizes for outstanding achievement, or evidence of at least three of the following:
   - **A.** The beneficiary or group has performed, and will perform as a starring or leading group in productions or events with a distinguished reputation;
   - **B.** The beneficiary or group has achieved international recognition and acclaim for outstanding achievement in the field;
   - **C.** The group has performed, and will perform, services as a star or leading group for organizations and establishments that have a distinguished reputation;
   - **D.** The beneficiary or group has a record of major commercial or critically acclaimed success;
   - **E.** The beneficiary or group has received significant recognition for achievements from critics, organizations, government agencies, or other recognized experts in the field; or
   - **F.** The beneficiary or group commands a high salary or other substantial remuneration for services compared to other similarly situated in the field.
3. Evidence that 75 percent of the members of the group have had a sustained and substantial relationship with the group for at least one year. Provide a list of the alien's functions which are integral to the group's performance.

By filing for a P-1 group, the petitioner certifies that at least 75 percent of the group members have been performing regularly together for at least 1 year. The 1-year requirement does not apply to circus groups coming to perform with nationally recognized circuses.

Attach a separate statement to the form to request a waiver of:

1. The 1-year relationship requirement due to exigent circumstances; or
2. The international recognition requirement (1) due to emergent circumstances, or (2) because the group has been nationally recognized as outstanding in its discipline for a sustained and substantial period of time.

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P-2

A P-2 is an alien coming temporarily to perform as an artist or entertainer, individually or as part of a group, under a reciprocal exchange program between an organization in the United States and an organization in another country.

Write **P-2** in the classification block on the petition.

The petition must be filed by the sponsoring organization or U.S. employer with:

1. A written consultation (see **General Evidence**) from an appropriate labor organization;
2. A copy of the reciprocal exchange program agreement;
3. A statement from the sponsoring organization describing the reciprocal agreement as it relates to the petition;
4. Evidence that the beneficiary and the U.S. artist or group have comparable skills and that the terms of employment are similar; and
5. Evidence that an appropriate labor organization in the United States was involved in negotiating or concurred with the exchange.

P-3

A P-3 is an alien coming temporarily to perform, teach, or coach, individually or as part of a group, in the arts or entertainment fields in a program that is culturally unique and which will further the understanding or development of the art form.

Write **P-3** in the classification block on the petition. The petition must be submitted with:

1. A written consultation (see **General Evidence**) from an appropriate labor organization;

   Evidence that all performances will be culturally unique; and **either**

   A. Affidavits, testimonials, or letters from recognized experts attesting to the authenticity of the beneficiary's or group's skills in presenting, coaching, or teaching art forms; **or**

   B. Documentation that the performance of the beneficiary or group is culturally unique as evidenced by actual reviews in newspapers, journals, or other published material.

Essential Support Personnel

Accompanying support personnel are highly skilled aliens coming temporarily as an essential and integral part of the competition or performance of a principal P-1, P-2, or P-3, or because they perform support services which cannot be readily performed by a U.S. worker and which are essential to the successful performance or services of the principal P-1, P-2, or P-3. The accompanying personnel must have appropriate qualifications, prior experience and critical knowledge of the specific services to be performed by the principal P-1, P-2, or P-3 petition.

Write **P-1S, P-2S,** or **P-3S** as appropriate in the classification block on the petition. The petition must be submitted with:

1. A written consultation (see **General Evidence**) from an appropriate labor organization;
2. Evidence of the beneficiary's qualifications to perform the services, if any;
3. A statement describing the beneficiary's critical knowledge of the specific services to be performed and prior experience with the principal P-1, P-2, or P-3;
4. Statements or affidavits from persons with first-hand knowledge that the beneficiary has had substantial experience performing the critical skills and essential support services for the principal P-1, P-2, or P-3; and
5. A copy of any written contract between the employer and the beneficiary or a summary of the terms of the oral agreement under which the beneficiary will be employed.

Q-1

A Q-1 is an alien coming temporarily to participate in an international cultural exchange program for sharing the attitude, customs, history, heritage, philosophy, and/or traditions of the alien's country of nationality.

The culture sharing must take place in a school, museum, business, or other establishment where the public, or a segment of the public sharing a common cultural interest, is exposed to aspects of a foreign culture as part of a structured program.

The work component of the program may not be independent of the cultural component, but must serve as the vehicle to achieve the objectives of the cultural component. An employer (U.S. or foreign firm, corporation, nonprofit organization, or other legal entity) or its designated agent may file the petition. If a designated agent is filing the petition, that agent must be employed by the qualified employer on a permanent basis in an executive or managerial capacity and must be either a U.S. citizen or lawful permanent resident.

Write **Q-1** in the classification block on the petition.

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The petition must be submitted with evidence showing that the employer:

1. Maintains an established international cultural exchange program;
2. Has designated a qualified employee to administer the program and serve as liaison with USCIS;
3. Is actively doing business in the United States;
4. Will offer the alien wages and working conditions comparable to those accorded local domestic workers similarly employed; and
5. Has the financial ability to remunerated the participant(s).

To illustrate an established international cultural exchange program, submit program documentation, such as catalogs, brochures, or other types of material.

To demonstrate financial ability to remunerated the participant(s), submit your organizations most recent annual report, business income tax return, or other form of certified accountant's report.

If the proposed dates of employment are within 15 months of a previously approved Q-1 petition filed by the same international cultural exchange program with the above evidence of the program, a copy of the approval notice for that prior petition may be submitted in lieu of the evidence about the program required above.

R-1

An R-1 is an alien who is coming temporarily to be employed at least part time (average of at least 20 hours per week) by a bona fide nonprofit religious organization in the United States (or a bona fide organization that is affiliated with the religious denomination in the United States) to work:

1. Solely as a minister;
2. In a religious vocation; or
3. In a religious occupation.

To qualify, the alien must have been a member of a religious denomination that has a bona fide nonprofit religious organization in the United States, for at least 2 years immediately preceding the filing of the petition.

Write **R-1** in the classification block on the petition.

The petition must be filed by a U.S. employer with:

1. Evidence relating to the petitioning organization:
   - **A.** Currently valid determination letter from the Internal Revenue Service (IRS) establishing that the organization is a tax-exempt organization; or
   - **B.** For a religious organization that is recognized as tax-exempt under a group tax-exemption, a currently valid determination letter from the IRS establishing that the group is tax exempt; or
   - **C.** For a bona fide organization that is affiliated with the religious denomination, if the organization was granted tax-exempt status under section 501(c)(3) of the Internal Revenue Code (IRC) of 1986, or subsequent amendment or equivalent sections of prior enactments of the IRC, as something other than a religious organization:
     - **i.** A currently valid determination letter from the IRS establishing that the organization is a tax-exempt organization;
     - **ii.** Documentation that establishes the religious nature and purpose of the organization, such as a copy of the organizing instrument of the organization that specifies the purposes of the organization;
     - **iii.** Organizational literature, such as books, articles, brochures, calendars, flyers, and other literature describing the religious purpose and nature of the activities of the organization; and
     - **iv.** Religious Denomination Certification, which is part of the R-1 Classification Supplement to Form I-129, completed, signed, and dated by the religious organization certifying that the petitioning organization is affiliated with the religious denomination.
2. Employer Attestation, which is part of the R-1 Classification Supplement to Form I-129, completed, signed, and dated by an authorized official of the petitioner;
3. Verifiable evidence of how the petitioner intends to compensate the beneficiary, including salaried or non-salaried compensation;
4. If the beneficiary will be self-supporting, the petitioner must submit documentation establishing that the position the beneficiary will hold is part of an established program for temporary, uncompensated missionary work, which is part of a broader international program of missionary work sponsored by the denomination;
5. Evidence that the beneficiary has been a member in the religious denomination during at least 2 years immediately preceding the filing of the petition; and
6. Evidence to establish the beneficiary is qualified to perform the duties of the offered position.

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Part 2. Petition Only Required for an Alien in the United States to Change Status or Extend Stay

The following classifications listed in this **Part 2** do not require a petition for new employment if the alien is outside the United States.

Use this Form I-129 when the beneficiary is physically present in the United States and a change of status, concurrent employment, or an extension of stay is needed. Note, however, that the beneficiary must maintain legal status in the United States to remain eligible for the benefit sought.

E-1

An E-1 is a national of a country with which the United States maintains a qualifying treaty, who is coming to the United States to carry on substantial trade principally between the United States and the alien's country of nationality. The Department of State maintains a list of countries with qualifying treaties. See http://travel.state.gov/visa/frvi/reciprocity/reciprocity_3726.html for a list of qualifying countries.

Write **E-1** in the classification block on the petition.

Qualifying trade involves the commercial exchange of goods or services in the international market place. Substantial trade is an amount of trade sufficient to ensure continuous flow of international trade items between the United States and the treaty country. Principal trade exists when more than 50 percent of the E-1's total volume of international trade is conducted between United States and the treaty country.

An employee of an E-1 treaty trader who possesses the same nationality as the E-1 employer may also be classified as E-1. The employee must principally and primarily perform executive or supervisory duties or possess special qualifications that are essential to the successful or efficient operation of the enterprise. The E-1 employee may perform work for the parent treaty organization or enterprise, or any subsidiary of the parent organization or enterprise.

The petition must be filed with evidence of:

1. **Ownership and Nationality.** Such evidence may include but is not limited to lists of investors with current status and nationality, stock certificates, certificate of ownership issued by the commercial section of a foreign embassy, and reports from a certified personal accountant;
2. Substantial Trade, which is an amount of trade sufficient to ensure a continuous flow of international trade items between the United States and the treaty country. Such evidence may include copies of three or more of the following: bills of lading, customs receipts, letter of credit, trade brochures, purchase orders, insurance papers, documenting commodities imported, carrier inventories, and/or sales contracts, or other probative documentation establishing the requisite substantial trade; and
3. **For E-1 employees only:** Executive or Supervisory Duties or special qualifications essential to the enterprise, including but not limited to certificates, diplomas or transcripts, letters from employers describing job titles, duties, operators' manuals, and the required level of education and knowledge.

E-2

An E-2 is a national of a country with which the United States maintains a qualifying treaty, who is coming to the United States to develop and direct the operations of an enterprise in which he or she has invested or is actively in the process of investing a substantial amount of capital. The Department of State maintains a list of countries with qualifying treaties. See http://travel.state.gov/visa/frvi/reciprocity/reciprocity_3726.html for a list of qualifying countries.

Write **E-2** in the classification block on the petition.

An E-2 must demonstrate possession and control of funds and the ability to develop and direct the investment enterprise. Capital in the process of being invested or that has been invested must be placed at risk and be irrevocably committed to the enterprise. The enterprise must be a real, active, and operating commercial or entrepreneurial undertaking that produces services or goods for profit. The investment must be substantial and the funds must not have been obtained, directly or indirectly, from criminal activity. The enterprise must be more than marginal.

An employee of an E-2 who possesses the same nationality as the E-2 employer may also be classified as E-2. The employee must principally and primarily perform executive or supervisory duties or possess special qualifications that are essential to the successful or efficient operation of the enterprise.

The petition must be filed with evidence of:

1. Ownership and Nationality, including but not limited to lists of investors with current status and nationality, stock certificates, certificate of ownership issued by the commercial section of a foreign embassy, and reports from a certified personal accountant;

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2. Substantial investment, including but not limited to copies of partnership agreements (with a statement on proportionate ownership), articles of incorporation, payments for the rental of business premises or office equipment, business licenses, stock certificates, office inventories (goods and equipment purchased for the business), insurance appraisals, annual reports, net worth statements from certified profession accountants, advertising invoices, business bank accounts containing funds for routine operations, funds held in escrow; and

3. **For E-2 employees only:** Executive or Supervisory Duties or special qualifications essential to the enterprise, including but not limited to certificates, diplomas or transcripts, letters from employers describing job titles, duties, operators' manuals, and the required level of education and knowledge.

Free Trade Nonimmigrants (H-1B1 and TNs)

A Free Trade Nonimmigrant is a temporary nonimmigrant classification based on the provisions of a Free Trade Agreement between the United States and the alien's country of citizenship. Currently there are 2 stand alone Free Trade Nonimmigrant classifications available.

A TN nonimmigrant is a citizen of Canada or Mexico covered by the North American Free Trade Agreement who is coming to the United States to engage temporarily in business activities at a professional level. Depending on the specific type of business activity, a TN must at least have a bachelor's degree or, in certain limited instances, other appropriate credentials which demonstrate status as a professional. The acceptable types of TN business activities at a professional level are listed at 8 CFR 214.6(c).

Write **TN** in the classification block on the petition.

If requesting a **"Change of Status"** to TN, the applicant must submit evidence demonstrating that he or she will be engaged in business activities at a professional level and that the applicant possesses the requisite professional qualifications. Acceptable evidence may include, but is not limited to, the following:

1. A letter from the employer stating the activity to be engaged in, the anticipated length of stay, and the arrangements for remuneration;

2. A copy of the beneficiary's last 2 pay stubs and W-2 if employed in the United States; and

3. Evidence the beneficiary meets the educational and/or licensing requirements for the profession or occupation.

If requesting an **"Extension of Stay"** in TN classification, submit evidence, such as a letter, describing the continuing employment and evidence of the beneficiary's continued valid licensing (if required by the profession and/or the State).

A H-1B1 is an alien from Chile or Singapore coming temporarily to perform services in a specialty occupation. See the instructions for H-1B nonimmigrants for the definition of "specialty occupation."

Write **H-1B1** in the classification block on the petition.

All evidence listed on **page 5** for H-1B specialty occupation classification and the following supplements must be submitted with the petition:

1. Nonimmigrant Classification Based on a Free Trade Agreement Supplement; and

2. H Classification Supplement; and

3. H-1B Data Collection and Filing Fee Exemption Supplement.

If requesting an **"Extension of Stay,"** submit evidence, such as a letter describing the continuing employment, as well as evidence of the beneficiary's continued valid licensing (if required by the profession and/or the State). Also, if this extension is the sixth consecutive extension requested for this beneficiary, a statement to that effect should be provided.

Change of Status

A petition for change of status to one of the classifications described in this section must be submitted with the initial evidence detailed above and with the initial evidence required by the separate instructions for all petitions involving change of status.

Extension of Stay

Extension of Stay For All Except Free Trade Nonimmigrants

A petition requesting an extension of stay for an employee in the United States must be filed with a copy of the beneficiary's Form I-94, Nonimmigrant Arrival/Departure Record, and a letter from the petitioner explaining the reasons for the extension. Consult the regulations relative to the specific nonimmigrant classification sought.

NOTE: Family members should use Form I-539 to file for an extension of stay.

A nonimmigrant who must have a passport to be admitted must keep that passport valid during his or her entire stay. If a required passport is not valid, include a full explanation with your petition. Where there has been a change in the circumstances of employment, submit also the evidence required for a new petition. A petition requesting an extension must be submitted with:

1. The appropriate supplement(s) for the classification;

2. A letter describing the proffered employment;

3. A copy of the beneficiary's last 2 pay stubs and W-2, if applicable;

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4. Evidence the beneficiary continues to meet the licensing requirements for the profession or occupation, if applicable;

5. If requesting an extension of H-1B status (including H-1B1 Chile/Singapore), evidence that a labor condition application for the specialty occupation valid for the period of time requested has been certified by the Department of Labor;

6. If requesting H-2A status, submit a temporary labor certification valid for the dates of the extension, unless it is based on a continuation of previously approved employment due to exigent circumstances and the extension will last no longer than 2 weeks;

7. If requesting H-2B status, submit a U.S. Department of Labor approved temporary labor certification valid for the dates of extension.

Special Considerations for Beneficiaries Residing in CNMI

An alien who was admitted to the CNMI prior to November 28, 2009 may not currently hold a Federal nonimmigrant classification that permits a change of status. However, in certain situations, a petitioner may request that the beneficiary be granted initial status in the CNMI. This will allow certain beneficiaries who were present in the CNMI prior to the transition date and are currently lawfully present in the CNMI with a valid unexpired CNMI status to be granted an initial status without having to depart the CNMI. Additionally, an alien who is currently in parole status in the CNMI may also be granted an initial status in the CNMI.

The E-2 CNMI investor regulations permit a petitioner to request that the alien be granted an *initial* E-2 CNMI investor status in the CNMI. In addition to the classification requirements, the petitioner must submit documentation that the beneficiary is currently lawfully present in the CNMI.

The regulation at 8 CFR 212.4(k) indicates that if the beneficiary is lawfully present in the CNMI as described, the beneficiary may apply for a change of status with this form without having to seek consular processing. In addition to the classification requirements, the petitioner must submit documentation that the beneficiary is currently lawfully present in the CNMI.

A petition for a *grant of initial* status for a beneficiary currently in the CNMI with a CNMI issued permit must be filed on or before November 27, 2011.

General Evidence

Written consultation. Noted classifications require a written consultation with a recognized peer group, union, and/or management organization regarding the nature of the work to be done and the beneficiary's qualifications before the petition may be approved.

To obtain timely adjudication of a petition, you should obtain a written advisory opinion from an appropriate peer group, union, and/or management organization and submit it with the petition.

If you file a petition without the advisory opinion, you should send a copy of the petition and all supporting documents to the appropriate organization when you file the petition with USCIS, and name that organization in the petition.

Explain to the organization that USCIS will contact them for an advisory opinion. If an accepted organization does not issue an advisory opinion within a given time period, a decision will be made based upon the evidence of record.

If you do not know the name of an appropriate organization with which to consult, indicate that on the petition. However, a petition filed without the actual advisory opinion will require substantially longer processing time.

Translations. Any foreign language document must be accompanied by a full English translation that the translator has certified as complete and correct, and by the translator's certification that he or she is competent to translate the foreign language into English.

Copies. Unless specifically required that an original document be filed with an application or petition, an ordinary legible photocopy (standard 8 1/2 x 11 letter size) may be submitted. Original documents submitted when not required will remain a part of the record.

Liability for Return Transportation

The Immigration and Nationality Act makes a petitioner liable for the reasonable cost of return transportation for an H-1B, H-2B, O, and P beneficiary who is dismissed before the end of the period of authorized employment.

When to File?

Generally, a Form I-129 petition may not be filed more than 6 months prior to the date employment is scheduled to begin. Petitioners should review the appropriate regulatory provisions in 8 CFR that relate to the nonimmigrant classification sought.

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File the petition as soon as possible before the proposed employment begins or before an extension of stay will be required. If the petition is not submitted at least 45 days before the employment begins, petition processing and subsequent visa issuance may not be completed before the alien's services are required or previous employment authorization ends.

Where to File?

Regular Processing

Generally, except for the classifications listed below, the Form I-129 is filed at the California Service Center or Vermont Service Center, **depending on the location of the temporary employment or training**. When the temporary employment or training will be multiple locations, the State where your company or organization is located will determine which Service Center you should send your petition to.

Prior to submitting your form(s), note the different addresses (see "**Mailing Addresses**" section on **page 20**).

Exceptions: Regardless of work locations, the following types of petitions should **always** be sent to the **California Service Center**.

1. H-2A
2. R-1
3. H-1B petitions where the employer is statutorily exempt from the cap
4. E-1 and E-2, petitions for extension of stay or change of status only

Regardless of work locations, the following types of petitions should **always** be sent to the **Vermont Service Center**.

1. H-1C
2. E-3, Petitions for extension of stay or change of status only
3. Free Trade Nonimmigrants (H-1B1 aliens from Chile/ Singapore and TN aliens from Canada or Mexico), petitions for extension of stay or change of status only
4. P-1, Major League Sports Organizations

Failure to follow these instructions may result in the rejection, delay, or denial of your petition.

California Service Center Filings

File Form I-129 with the California Service Center if the beneficiary is or will be employed temporarily or receiving training in:

Alaska
Arizona
California
Colorado
CNMI*
Guam
Hawaii
Idaho
Illinois
Indiana
Iowa
Kansas
Michigan
Minnesota
Missouri
Montana
Nebraska
Nevada
North Dakota
Ohio
Oregon
South Dakota
Utah
Washington
Wisconsin
Wyoming

*Commonwealth of the Northern Mariana Islands

Vermont Service Center Filings

File Form I-129 with the Vermont Service Center if the beneficiary is or will be employed temporarily or receiving training in:

Alabama
Arkansas
Connecticut
Delaware
District of Columbia
Florida
Georgia
Kentucky
Louisiana
Maine
Maryland
Massachusetts
Mississippi
New Hampshire
New Jersey
New Mexico
New York
North Carolina
Oklahoma
Pennsylvania
Puerto Rico
Rhode Island
South Carolina
Tennessee
Texas
Vermont
Virginia
U.S. Virgin Islands
West Virginia

Premium Processing:

If you are requesting Premium Processing Services for a Form I-129, you **must** also file a Form I-907, Request for Premium Processing Services. Before you file the I-129/I-907 package, check **www.uscis.gov** Web site to ensure that the requested classification is eligible for premium processing.

E-Filing

If you are e-filing this petition, it will automatically be routed to the appropriate Service Center. You will receive a receipt indicating the location to which it was routed. The submission of supporting documents and any other communication regarding your e-filed petition should be directed to the receiving location indicated on your receipt.

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Mailing Addresses

The mailing addresses provided below reflect the most current information as of the date this form was last printed. If you are filing this form more than 30 days after the edition date printed this form (shown in the lower right-hand corner), check *before you file* to confirm that this is the most current version of the Form I-129 to use by either **(1)** visiting the "Forms and Fees" section at www.uscis.gov or **(2)** if you do not have Internet access, call Customer Service at **1-800-375-5283**.

California Service Center		
Petition Type	**Regular Mailing**	**Courier Mailing**
All CNMI I-129 Petitions (filed for any classification included on this form for employment in the CNMI)	USCIS California Service Center ATTN: CNMI I-129 P.O. Box 10698 Laguna Niguel, CA 92607-1098 *(Note the nonimmigrant classification requested in the attention line.)*	USCIS California Service Center ATTN: CNMI I-129 24000 Avila Road 2nd Floor, Room 2312 Laguna Niguel, CA 92677 *(Note the nonimmigrant classification requested in the attention line.)*
Guam H-1B and H-2B Petitions	USCIS California Service Center ATTN: Guam I-129 P.O. Box 10129 Laguna Niguel, CA 92607-1012 *(Note the nonimmigrant classification requested in the attention line.)*	USCIS California Service Center ATTN: Guam I-129 24000 Avila Road 2nd Floor, Room 2312 Laguna Niguel, CA 92677 *(Note the nonimmigrant classification requested in the attention line.)*
H-1B Extension of Stay Petition	USCIS California Service Center ATTN: H-1B Extensions P.O. Box 10129 Laguna Niguel, CA 92607-1012	USCIS California Service Center ATTN: H-1B Extensions 24000 Avila Road 2nd Floor, Room 2312 Laguna Niguel, CA 92677
H-2A Petitions	USCIS California Service Center ATTN: H-2A Processing Unit P.O. Box 10140 Laguna Niguel, CA 92607-1040	USCIS California Service Center ATTN: H-2A Processing Unit 24000 Avila Road 2nd Floor, Room 2312 Laguna Niguel, CA 92677
All Other I-129 Petitions	USCIS California Service Center ATTN: I-129 P.O. Box 10129 Laguna Niguel, CA 92607-1012 *(Note the nonimmigrant classification requested in the attention line)*	USCIS California Service Center ATTN: I-129 24000 Avila Road 2nd Floor, Room 2312 Laguna Niguel, CA 92677 *(Note the nonimmigrant classification requested in the attention line)*

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Mailing Addresses

California Service Center		
Petition Type	**Regular Mailing**	**Courier Mailing**
Premium Processing I-129/I-907 Packages	Premium Processing Service USCIS California Service Center ATTN: I-129 P.O. Box 10825 Laguna Niguel, CA 92607 *(Note the nonimmigrant classification requested in the attention line.)*	Premium Processing Service USCIS California Service Center ATTN: I-129 24000 Avila Road 2nd Floor, Room 2312 Laguna Niguel, CA 92677 *(Note the nonimmigrant classification requested in the attention line.)*
	Premium Processing E-Mail address: CSC-Premium.Processing@dhs.gov	

Vermont Service Center		
Petition Type	**Regular & Courier Mailing**	**Premium Processing I-129/I-907 Packages**
H-1B Cap-Subject Petitions	USCIS Vermont Service Center ATTN: H-1B Cap 4 Lemnah Drive St. Albans, VT 05479-0001	Premium Processing Service USCIS Vermont Service Center ATTN: H-1B Cap 30 Houghton Street St. Albans, VT 05478-2399
H-1B U.S. Master's Cap Petitions	USCIS Vermont Service Center ATTN: H-1B U.S. Master's Cap 4 Lemnah Drive St. Albans, VT 05479-0001	Premium Processing Service USCIS Vermont Service Center ATTN: H-1B U.S. Master's Cap 30 Houghton Street St. Albans, VT 05478-2399
All Other I-129 Petitions	USCIS Vermont Service Center ATTN: I-129 75 Lower Welden Street St. Albans, VT 05479-0001 *(Note the nonimmigrant classification requested in the attention line)*	Premium Processing Service USCIS Vermont Service Center ATTN: I-129 30 Houghton Street St. Albans, VT 05478-2399 *(Note the nonimmigrant classification requested in the attention line)*
	Premium Processing e-mail address: VSC-Premium.Processing@dhs.gov	

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What Is the Filing Fee?

The base filing fee for this petition is **$325**.

A U.S. employer filing Form I-129 for an H-1B nonimmigrant or for a Chile or Singapore H-1B1 Free Trade Nonimmigrant must submit the **$325** petition filing fee and, unless exempt under Part B of the H-1B Data Collection and Filing Fee Exemption Supplement, an additional fee of either **$1,500** or **$750**.

A U.S. employer with a total of 25 or fewer full-time equivalent employees in the United States (including any affiliate or subsidiary of the employer) is only obligated to pay the **$750** fee.

A U.S. employer filing Form I-129 who is required to pay the ACWIA fee may make the payment in the form of a single check or money order for the total amount due or as two checks or money orders, one for the ACWIA fee and one for the petition fee.

NOTE: On or after **March 8, 2005**, a U.S. employer seeking initial approval of H-1B or L nonimmigrant status for a beneficiary, or seeking approval to employ an H-1B or L nonimmigrant currently working for another U.S. employer, must submit a **$500** fee. This **$500** Fraud Prevention and Detection fee was mandated by the provisions of the H-1B Visa Reform Act of 2004.

Those petitioners required to submit the $500 Fraud Prevention and Detection fee are also required to submit either an additional $2,000 (H-1B) or $2,250 (L-1) fee mandated by Public Law 111-230 **if**:

1. The petitioner employs 50 or more individuals in the United States;
2. More than 50% of those employees are in H-1B or L nonimmigrant status; **and**
3. The petition is filed before October 1, 2014.

The Fraud Prevention and Detection fee and Public Law 111-230 fee, when applicable, may not be waived, and each fee should be submitted in separate checks or money orders. You must include payment of the fee(s) with your submission of this form. Failure to submit the fee(s) when required will result in rejection or denial of your submission. Petitioners for Chile or Singapore H-1B1 Free Trade Nonimmigrants do not have to pay the $500 Fraud Prevention and Detection Fee or the additional fee required under Public Law 111-230.

NOTE: Employers filing H-2B petitions for employment to commence on or after October 1, 2005, must submit an additional fee of **$150**. The Save Our Small and Seasonal Businesses Act of 2005 authorized this **$150** Fraud Prevention and Detection Fee.

NOTE: An additional biometric service fee as described in 8 CFR 103.7(b) is required if the alien is lawfully present in the CNMI when applying for an initial grant of E-2C status. After submission of the form, USCIS will notify you about when and where to go for biometric services.

NOTE: An additional biometric service fee as described in 8 CFR 103.7(b) is required if the alien is lawfully present in the CNMI when applying for an initial grant of a federal nonimmigrant status. After submission of the form, USCIS will notify you about when and where to go for biometric services.

Fees must be submitted in the **exact** amount and cannot be refunded. **Do not mail cash.** All checks and money orders must be drawn on bank or other institution located in the United States and must be payable in U.S. currency. The check or money order must be made payable to the **Department of Homeland Security**.

When preparing the check or money order, spell out Department of Homeland Security. Do not use the initials "DHS" or "USDHS."

Checks are accepted, subject to collection. An uncollected check will render the petition and any document issued invalid. A charge of $30 will be imposed if a check in payment of a fee is not honored by the bank on which it is drawn.

How to check if the fee is correct. The fee on this form is current as of the publication date appearing in the lower right corner of this page. However, because USCIS fees change periodically, you can verify if the fee is correct by following one of the steps below.

1. Visit our Web site at www.uscis.gov, select "FORMS," and check the appropriate fee; or
2. Telephone our National Customer Service Center at **1-800-375-5283** and ask for the fee information.

NOTE: If your petition requires payment of a biometric service fee for USCIS to take your fingerprints, photograph or signature, you can use the same procedure to obtain the correct biometric fee.

Processing Information

Any petition that is not signed or accompanied by the correct fee will be rejected with a notice that the petition is deficient. You may correct the deficiency and resubmit the petition. A petition is not considered properly filed until accepted by USCIS.

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Initial processing. Once a petition has been accepted, it will be checked for completeness, including submission of the required initial evidence. If you do not completely fill out the form, or file it without required initial evidence, you will not establish a basis for eligibility and we may deny your petition.

Requests for more information or interview. We may request more information or evidence, or we may request that you appear at a USCIS office for an interview. We may also request that you submit the originals of any copy. We will return these originals when they are no longer required.

Decision. The decision on a petition involves separate determinations of whether you have established that the alien is eligible for the requested classification based on the proposed employment, and whether he or she is eligible for any requested change of status or extension of stay. USCIS will notify you of the decision in writing.

Penalties

If you knowingly and willfully falsify or conceal a material fact or submit a false document with this petition, we will deny the petition and may deny any other immigration benefit.

In addition, you will face severe penalties provided by law and may be subject to criminal prosecution.

Privacy Act Notice

We ask for the information on this form and associated evidence to determine if you have established eligibility for the immigration benefit you are seeking. Our legal right to ask for this information is in 8 U.S.C. 1154, 1184, and 1258. We may provide this information to other government agencies. Failure to provide this information and any requested evidence may delay a final decision or result in denial of your petition.

USCIS Compliance Review and Monitoring

By signing this form, you have stated under penalty of perjury (28 U.S.C.1746) that all information and documentation submitted with this form is true and correct. You also have authorized the release of any information from your records that USCIS may need to determine eligibility for the benefit you are seeking and consented to USCIS verification of such information.

The Department of Homeland Security has the right to verify any information you submit to establish eligibility for the immigration benefit you are seeking at any time. Our legal right to verify this information is in 8 U.S.C. 1103, 1155, 1184, and 8 CFR parts 103, 204, 205, and 214. To ensure compliance with applicable laws and authorities, USCIS may verify information before or after your case has been decided.

Agency verification methods may include but are not limited to: review of public records and information; contact via written correspondence, the Internet, facsimile or other electronic transmission, or telephone; unannounced physical site inspections of residences and places of employment; and interviews. Information obtained through verification will be used to assess your compliance with the laws and to determine your eligibility for the benefit sought.

Subject to the restrictions under 8 CFR part 103.2(b)(16), you will be provided an opportunity to address any adverse or derogatory information, that may result from a USCIS compliance review, verification, or site visit after a formal decision is made on your case or after the agency has initiated an adverse action which may result in revocation or termination of an approval.

USCIS Information and Forms

You can get USCIS forms and immigration-related information on USCIS Internet Web site at **www.uscis.gov**. You may order USCIS forms by calling our toll-free number at **1-800-870-3676**. You may also also obtain forms and information by telephoning our National Customer Service Center at **1-800-375-5283.**

As an alternative to waiting in line for assistance at your local USCIS office, you can now schedule an appointment through our Internet-based system, **InfoPass**. To access the system, visit our Web site. Use the **InfoPass** appointment scheduler and follow the screen prompts to set up your appointment. **InfoPass** generates an electronic appointment notice that appears on the screen.

Butler, Exhibit 12, pp. 157

Paperwork Reduction Act

An agency may not conduct or sponsor an information collection and a person is not required to respond to a collection of information unless it displays a currently valid OMB control number. The public reporting burden for this collection of information is estimated at 2 hours and 45 minutes per response (3 hours per response for Religious Workers), including the time for reviewing instructions and completing and submitting the form. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to: U.S. Citizenship and Immigration Services, Regulatory Products Division, Office of the Executive Secretariat, 20 Massachusetts Avenue, N.W., Washington, DC 20529-2020, OMB No. 1615-0009. This form expires October 31, 2013. **Do not mail your application to this address.**

Butler Exh.12, pp. 158

Optional Checklist for Form I-129 H-2B Filings

Department of Homeland Security
U.S. Citizenship and Immigration Services

USCIS
Form M-1087
Internal Form

This is an optional checklist to assist petitioners with filing H-2B petitions on Form I-129.
Do not submit this checklist to USCIS.

NOTE: This optional checklist is provided to assist H-2B petitioners in completing Form I-129. It is not a substitution for or alteration of statutory or regulatory requirements. USCIS recommends that you review the relevant statutory and regulatory requirements, as well as the appropriate form instructions, before completing and submitting Form I-129.

***Also note** that the term "temporary labor certification" refers to U.S. Department of Labor's (DOL) ETA Form 9142, Temporary Employment Certification. However, if you are requesting to employ H-2B workers in Guam, this term applies to Guam Department of Labor's Form GDOL 750, Application for Temporary Labor Certification.*

General Petition Requirements

☐ A completed and properly signed USCIS Form I-129, Petition for a Nonimmigrant Worker. See **www.uscis.gov** for the most recent version of Form I-129 and its instructions.

1. Petitioners must provide their full names and addresses in **Part 1** of Form I-129. The following are the only entities who may file Form I-129 with USCIS as H-2B petitioners:
   a. The employer listed on the temporary labor certification; or
   b. The employer's agent, as defined in USCIS regulations (8 CFR 214.2(h)(2)(i)(F)).
2. Only the petitioner (named in **Part 1** of Form I-129) may sign **Part 7** of the form.
3. Any person assisting the petitioner to prepare Form I-129 **must** sign **Part 8** of Form I-129.

   NOTE: Those who do not meet the requirements of agent-petitioners, but solely assist a petitioner in filling out Form I-129, are considered "preparers." Preparers are not considered petitioners. Preparers' names and addresses should **not** be listed in Part 1 of Form I-129 except in limited circumstances when petitioners permit preparers to receive their correspondence (see General Petition Requirements, item number 4, on this checklist).
4. You may enter the name and address of the person collecting your mail, if any, in the "C/O: (In Care Of, if any)" field in response to **Part 1**, item number **3a** to ensure that you receive communications from USCIS. However, USCIS discourages the practice of entering another person's address for mailing purposes. Petitioners **must** still provide their actual address in **Part 1**, item numbers **3b** through **3g**.
5. You do not have to provide the names of all workers you request. However, you must provide the workers' names if you:
   a. Require workers with specific education, skills, licenses, or other requirements (as indicated on the temporary labor certification);
   b. Request workers who are already in the United States; or
   c. Request workers who are from countries which are **not** on the *H-2 Eligible Countries List*. See **www.uscis.gov/h-2b** for the current list.

☐ A completed and properly signed *H Classification Supplement to Form I-129.*

1. Only the petitioner (named in **Part 1** of Form I-129) can sign the *H Classification Supplement* in **Section 3, Part A.**
2. In some cases, an employer uses an agent who meets the requirements of an agent-petitioner to file Form I-129 on its behalf. In that event, the employer (who is **not** the petitioner named in **Part 1**) **must** sign the *H Classification Supplement* in **Section 3, Part B**. The agent-petitioner must still sign **Part A** in this situation.

   NOTE: Submitting a signed contract between an employer and the agent-petitioner does not replace the need for a signature from the employer in Part C of the *H Classification Supplement.*

Butler Exh.13, pp. 159

3. Submit documentation to support any affirmative answers to item numbers **8** or **9** in **Section 3** of the *H Classification Supplement,* regarding collection of prohibited fees from workers.

☐ Payment of the base petition fee, currently **$325**. Check current fees at **www.uscis.gov/fees**.

☐ Payment of the **$150** fraud prevention and detection fee.

☐ Optional: If you are requesting premium processing, payment of the premium processing fee (currently $1,225) and completion of Form I-907, Request for Premium Processing Service. This is *in addition to* the $325 base petition and $150 fraud prevention and detection fees.

☐ An approved temporary labor certification.

IMPORTANT: An H-2B petition based on a DOL-approved temporary labor certification **must** state an employment "**From**" date in **Part 5**, item number **10** of Form I-129 that is the same as the date of need stated on the certified ETA Form 9142. **This is not required** if you are filing an amended petition due to unavailability of originally requested workers.

1. Submit the original temporary labor certification.
2. If you are filing a subsequent petition using a temporary labor certification that was already submitted to USCIS in a previous petition, instead provide:
   a. A photocopy of the previously submitted temporary labor certification;
   b. The receipt number of the petition containing the original temporary labor certification; and
   c. A statement explaining why you were unable to submit the original temporary labor certification.

☐ Optional: A cover letter from the petitioner or employer on official letterhead describing:

1. The nature of the employer's business;
2. Any additional locations or mailing addresses used by the employer;
3. The duties to be performed in the position offered;
4. The nature of the employer's need for workers, including why the job is temporary, along with independent documentation to support the claimed need; and
5. The qualifications of the requested workers, if applicable.

Additional Documentation to Show the Worker Qualifies for H-2B Employment

☐ You may file for more than one worker on a single petition if:

1. **All** of the beneficiaries will perform the same services for the same period of time and in the same location;
2. The total number of H-2B workers you request does not exceed the number of positions indicated on the corresponding temporary labor certification; and
3. You request the same action for **all** beneficiaries included on the petition. The requested action must be one of the following:
   a. Notification of a U.S. Embassy or Consulate, Port of Entry (POE), or Pre-Flight Inspection (PFI);
   b. Extension in H-2B classification;
   c. Change of status; or
   d. Amended stay.

Butler Exh. 13, pp. 160

☐ If the temporary labor certification states the workers require certain education, training, experience, or other special requirements, you must:

1. Name the workers on the petition; and
2. Provide documentation to show that each worker qualifies for the job offered.

☐ If you are requesting a change of status or extension of stay, provide evidence of each worker's previous nonimmigrant classification and maintenance of status. This evidence may include, but is not limited to:

1. Copies of each worker's most recent paystubs;
2. Copies of each worker's Form I-94, Arrival-Departure Record;
3. Copies of the biographic information pages from each worker's passport or travel document; and
4. Documents showing how long the workers have been present in the United States.

☐ If you are filing an amended petition due to the unavailability of H-2B workers you originally requested, provide:

1. A copy of the original H-2B petition approval notice;
2. A photocopy of the previously submitted temporary labor certification;
3. A statement explaining why the substitution is necessary;
4. Evidence that the total number of workers will not exceed the number of H-2B workers authorized on the temporary labor certification; and
5. Evidence of the qualifications of the newly identified beneficiaries, if applicable.

H-2 Eligible Countries List Requirements

Are you requesting workers from a country that is included on the *H-2 Eligible Countries List*? See **www.uscis.gov/h-2b** for the current list.

☐ **Yes** You are only required to provide the names and biographical information on Attachment 1 of Form I-129 for requested workers who are currently in the United States. You do not have to provide the names of requested workers who are outside the United States, but you **must** provide their countries of birth and citizenship so that USCIS may verify that the countries are included on the *H-2 Eligible Countries List*.

☐ **No** You **must** provide the names and biographical information on Attachment 1 of Form I-129 for *all requested workers* - including workers who are outside the United States. Additionally, you must establish that employment of the worker is in the U.S. interest. When determining whether the U.S. interest requirement has been met in an H-2B petition, USCIS considers the following:

1. Evidence that a worker with the required skills is **not** available from among foreign workers from a country on the *H-2 Eligible Countries List*;
2. Evidence that the requested worker has been admitted to the United States previously in H-2B status;
3. The potential for abuse, fraud, or other harm to the integrity of the H-2B program through the potential admission of workers from a country **not** currently on the list; and
4. Other factors that serve the U.S. interest, if any.

NOTE: If you are requesting H-2B workers from both eligible and non-eligible countries, USCIS recommends that you file two separate petitions - one with eligible country workers and one with the non-eligible country workers - to avoid possible processing delays.

Butler Exh. 13, pp. 161

Duplicate Copy

You must include copies of all communications with USCIS. This includes:

☐ Form I-129 and all supporting documentation at the time of filing.

☐ All documents sent in response to a Request for Evidence (RFE), Notice of Intent to Deny (NOID), or Notice of Intent to Revoke. USCIS will **not** make duplicate copies for you.

NOTE: Failure to submit duplicate copies may cause a delay in visa issuance from the Department of State.

Butler Exh.13, pp. 162

RECEIVED
JUN 28 2018
Office of Administrative Law Judges
San Francisco, CA
2018 JUN 22 AM 9:06
US DEPT OF LABOR
ADMIN LAW JUDGES
COVINGTON, LA
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UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES

In the Matter of:

ADMINISTRATOR,
WAGE & HOUR DIVISION
Prosecuting Party

v.

BUTLER AMUSEMENTS, INC., and
MICHAEL BRAJEVICH
Respondent

Case No.: 2018-TNE-00019

WHD Reference #: 1689932

* * * * * * * * * * * * * *

JOINT MOTION FOR ENLARGEMENT OF TIME

Pursuant to 29 C.F.R. § 18.32 (b) and Fed. R. Civ. Proc. 6 (b) (1) (A), the parties move for an enlargement of time for Respondent to submit an amended motion for summary judgment and the Administrator to file an opposition. For a good cause, the parties state as follows:

1. During the conference call on May 9, 2018, the following schedule was established[1]:

May 30, 2018 – Respondent's motion for summary judgment

June 13, 2018 – Administrator's opposition

June 20, 2018 – Respondent's reply brief

The rest of the scheduling Order from March 28, 2018, along with all factual discovery, was stayed pending the disposition of this motion. The basis for the amended schedule was the

[1] Although a confirming Order was to be entered, neither party has received the amended scheduling Order.

belief that the early disposition of controlling issues of law would dispose of or substantially narrow the case, or otherwise best position the parties to pursue alternative resolution.

2. Respondent filed its motion for summary judgment as indicated on May 30, 2018. Although the motion raised the issue of the statute of limitations and the laches, the motion omitted a full statement of the legal issues surrounding those defenses. Respondent requests leave to submit an amended motion so that the objective of an early disposition of controlling issues of law may be accomplished.

3. Meanwhile, the Administrator's lead counsel has experienced a family emergency and has been forced to take unanticipated leave. Despite best efforts, the Administrator is not able to submit the opposition brief under the existing schedule.

4. The parties have conferred and have agreed that the amended scheduling order contained in the proposed Order would best accomplish the goal of an early disposition of controlling issues of law or substantially narrow the case, or otherwise best position the parties to pursue alternative resolution. It will also serve as the confirming order for the substance of the conference call on May 9, 2018. This brief extension will have no effect on the remaining schedule, which has been stayed pending the outcome of the motion for summary judgment.

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Attorney for Prosecuting Party

CERTIFICATE OF SERVICE

Respondent Butler Amusements, Inc., hereby certifies that on **June 13, 2018,** copies of the following:

1. Joint Motion for Enlargement of Time
2. Proposed Order

Were mailed, and a copy was e-mailed, to:

Susan Seletsky
Office of the Solicitor
U.S. Department of Labor
350 South Figueroa Street, Suite 370
Los Angeles, CA 90071
Ph: (213) 894-4983
Fax: (213) 894-2064
seletsky.susan@dol.gov

And a copy was mailed to:

Judge Richard M. Clark
U.S. Department of Labor
Office of Administrative Law Judges
90 Seventh Street, Suite 4-800
San Francisco, California 94103-1516

Chief Docket Clerk
Office of Administrative Law Judges
800 K Street NW, Suite 400
Washington, DC 20001-8002

R. Wayne Pierce

R. WAYNE PIERCE

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES

In the Matter of:	*	
ADMINISTRATOR,	*	
WAGE & HOUR DIVISION		**Case No.:** 2018-TNE-00019
Prosecuting Party	*	
		WHD Reference #: 1689932
v.	*	
BUTLER AMUSEMENTS, INC., and	*	
MICHAEL BRAJEVICH		
Respondent	*	

* * * * * * * * * * * * * *

ORDER

Upon consideration of the parties' Joint Motion for Enlargement of Time, it is, by the Office of Administrative Law Judges, on this _____ day of _____, 2018, hereby

ORDERED, that the Joint Motion for Enlargement of Time be and it is hereby GRANTED; and it is further

ORDERED, that the parties will brief legal issues in the case according to the following schedule:

June 18, 2018 – Respondent's Amended Motion for Summary Judgment

June 29, 2018 – Administrator's opposition

July 6, 2018 – Respondent's reply brief;

and it is further

ORDERED, that the scheduling Order dated March 28, 2018, along with any factual discovery, are stayed pending the disposition of this motion.

Administrative Law Judge

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES

In the Matter of:	*	
ADMINISTRATOR,	*	
WAGE & HOUR DIVISION		**Case No.:** 2018-TNE-00019
Plaintiff	*	
		WHD Reference #: 1689932
v.	*	
BUTLER AMUSEMENTS, INC., and	*	
MICHAEL BRAJEVICH		
Respondent	*	

* * * * * * * * * * * * * *

RESPONDENT'S OPPOSED
AMENDED MOTION FOR SUMMARY JUDGMENT

RECEIVED
JUN 22 2018
Office of Administrative Law Judges
San Francisco, Ca

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June 18, 2018

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STATEMENT OF ISSUES

1. Whether this case is subject to *de novo* review.

2. Whether the 2008 DOL regulations or the procedural portions of the 2015 DOL regulations are enforceable.

3. Whether Respondent was on notice of regulatory requirements.

4. Whether Respondent substantially violated any regulatory requirements.

5. Whether Respondent willfully or substantially failed to comply with DOL requirements.

6. Whether the remedy of "back wages" is available for misclassification.

7. Whether Respondent is entitled to a credit for providing "facilities" to its H-2B workers.

8. Whether this action is barred by statute of limitations or laches.

9. Whether Michael Brajevich is individually liable.

PRELIMINARY STATEMENT

This is a misclassification case in which the Administrator contends that Respondent allowed a small number of its H-2B workers to work outside of their authorized workscope. This motion seeks summary judgment on certain legal issues, leaving for another day any protracted factual issues that might remain.

In this case, the Administrator is attempting to enforce substantive provisions from DOL's 2008 regulations and procedural provisions under the 2015 rules, but neither of them are enforceable. The Administrator has failed to establish that Respondent was on notice of any pertinent regulatory requirement, or that the Respondent substantially violated any such requirement. Further, Respondent did not willfully fail to comply because it reasonably relied upon DOL's own pronouncements. The Administrator is not authorized to pursue "back wages" in a misclassification case. Moreover, this action is time-barred by virtue of

both the statute of limitations and laches. Finally, Michael Brajevich cannot be sued in his individual capacity.

STATEMENT OF FACTS

Respondent is a mobile amusement operator. Because it has been unable to recruit sufficient numbers of U.S. workers, Respondent has participated in the H-2B program for many years.

For the 2013 season, Respondent submitted an ETA Form 9141 to procure a prevailing wage. The form reflected a job title of "Amusement and Recreation Attendants – Traveling Carnival," along with a "*suggested*" Standard Occupational Code of "39-3091" and a Standard Occupational Code occupation title of "Amusement and Recreation Attendants." Job duties were listed as a "variety of attending duties," such as setup, tear down, and operation of amusement rides. The Employment & Training Administration opted not to request further information, and issued prevailing wages on November 2, 2012. **Exhibit 1**, *ETA Form 9141 Prevailing Wage Determination* (Nov. 2, 2012) (emphasis added).

On November 7, 2012, Respondent submitted an ETA Form 9142 application for an H-2B labor certification approving 246 H-2B workers. The 9142 application repeated the same job title, SOC code, SOC occupation title, and job duties from the #9141. When asked for "Special Requirements" for the job, Respondent denied that there were any relevant "requirements." The Employment & Training Administration once again opted not to request further information, and issued the labor certification on December 14, 2012. **Exhibit 2**, *ETA Form 9142* (Nov. 7, 2012).

On December 17, 2012, Respondent submitted its I-129 to USCIS. In pertinent part, Respondent reiterated that the "job title" was "Amusement and Recreation Attendants."

Exhibit 3, *I-129* (Dec. 17, 2012). On January 4, 2013, USCIS approved the petition, once again without requesting further evidence. **Exhibit 4**, *I-797B Visa Approval Notice* (Jan. 4, 2013).

Wage and Hour Division auditor Carrie Aguilar initiated an investigation several months later. An initial final conference was held on November 22, 2012, during which Ms. Aguilar revealed that, out of 246 H-2B workers, she had identified some 10 H-2B workers who had been employed at least partially outside of their job code at some point during the first few months in the season:

H-2B workers	Ancillary duties	Correct SOC code	Correct wage rate
Saul Estadillo Herrera Gustavo Gamero Sergio Guzman Jose Ortego Fernando Preza	Drivers	53-3032	$19.37
Jaime Hernandez Felipe Villegas Quijano	Maintenance workers	49-9071	$18.67
Omar Lopez Antonio Mendez	Supervisors	39-1021	$18.98
Marilu Zepeda	Office support	43-9199	$17.82

Exhibit 6, *E-Mail from Wayne Pierce to Carrie Aguilar* (Dec. 27, 2013). Based on this theory of the audit, Ms. Aguilar calculated a total payment of $25,946.80 as "back wages due" covering February 2-April 27, 2013. **Exhibit 5**, *Summary of Unpaid Wages* (Nov. 22, 2013).

Respondent disputed the theory of the investigation on multiple grounds. Among others, Respondent pointed out that the audit assumed incorrectly that each worker was employed 40 hours per week, and every hour of employment was in the alternative job code. In fact, the office support personnel would have been paid less under the alternative job code than what she was actually paid, and the DOLETA wage data was no longer

publicly available because it is permanently updated every July 1 without preserving historical data. Exhibit 6.

In response, Ms. Aguilar sent an e-mail containing a website link to the current DOLETA wage data, but which did not include historical data from the prior season. **Exhibit 7**, *E-Mail from Carrie Aguilar* (Feb. 25, 2014). For unknown reasons, Ms. Aguilar also substantially revised her "back wage" calculations for each of the 9 non-office workers with a new grand total of $24,987.60, and she completely dropped the office support personnel from the violation list. **Exhibit 8**, *Revised Calculation of Back Wages* (Feb. 25, 2014).

For nearly the next 4 years, there was utterly no apparent activity on the file. On February 6, 2018, a determination letter was issued declaring that the investigation was based upon substantive provisions of the 2008 DOL H-2B regulations and the "procedural" provisions of the 2015 DOL rules. Purported violations during the period February 1-April 24, 2013, were identified in the I-129 and 9142 based on failing "to comply with the proper job classification requirement"and "plac[ing] workers in occupation(s) other than that listed on the I-129 Petition or the 9142 Application." The violations were specifically grounded in (1) Attestation #13 of the 9142, (2) 29 C.F.R. § 655.22 (n), and (3) the I-129's part 5, question 1. Although no per-employee calculations were revealed, the violations for 9 H-2B workers continued to total $24,987.20, plus $10,000 in civil monetary penalties. **Exhibit 9**, *Determination Letter* (Feb. 6, 2018).

ARGUMENT

I. THE STANDARD OF REVIEW IS *DE NOVO*

The question of the standard of review was recently addressed in the H-2B case of *Best Solutions USA, LLC*, No. 2018-TLN-00117 (BALCA May 22, 2018) < https://www.oalj.dol.gov/DECISIONS/ALJ/TLN/2018/EMPLOYMENT_AND_TRAIN_v_BEST_SOLUTIONS_USA_L_2018TLN00117_(MAY_22_2018)_173714_CADEC_PD.PDF . As explained by Judge Barto, both the immigration statute and the implementing regulations "are silent as to the proper standard of review." *Id.* at 3 n. 2. Because there are no "concerns" about the judiciary substituting its views for the agency's when "an agency tribunal" reviews "another adjudicator within the same agency," the appropriate standard of review is *de novo* rather than "arbitrary and capricious." *Id.*

Another important factor counseling in favor of *de novo* review is that the Wage and Hour Division has chosen to operate outside of its purported area of expertise. It is the responsibility of the Employment and Training Administration to assign job codes. *See* 29 C.F.R. § 503.1 (b) (ETA is responsible for "matters concerning the obligations of an H-2B employer related to the temporary labor certification process ..., including obligations and assurances made by employers ...."). As a result, the Administrator is not entitled to a presumption of regularity. *Wilson v. Hodel*, 758 F.2d 1369, 1372 (10th Cir. 1985) ("presumption of regularity does not apply when an agency deviates from its established procedure"). At most, any such presumption is available only when an agency is acting within the scope of its authority. *See Pacific States Box & Basket Co.* v. *White*, 296 U.S. 176, 186 (1935) (the presumption of facts justifying regulatory action exists "where the regulation is within the scope of authority legally delegated").

There is another, more-fundamental reason why *de novo* review governs this case. The Wage and Hour Division has enforcement authority precisely because Congress

authorized the Department of Homeland Security to redelegate that authority to DOL. 8 U.S.C. § 1184 (c) (14). Once an agency receives redelegated authority, a redelegatee steps into the shoes of the redelegator and must act pursuant to the same standards and restrictions as those binding the agency granting the redelegated power. *E.g.*, *United States ex rel. Accardi v. Shaughnessy*, 347 U.S. 260, 266 (1954) (when the subdelegator delegates discretion "as broad as the statute confers" on the subdelegatee, "the scope of the [subdelegator's] discretion became the yardstick of the [subdelegatee's]."); *United States v. Hovey*, 674 F. Supp. 161, 168 (D. Del. 1987) (the redelegatee must act pursuant to the same standards as the redelegator); *United States v. Touby*, 710 F. Supp. 551, 559 (D.N.J. 1989), *aff'd*, 909 F.2d 759 (3d Cir. 1990), *aff'd*, 500 U.S. 160 (1991) ("The subdelegate must be under the same constraints that bind the delegate ...."). The Department of Homeland Security's corollary, the Administrative Appeals Office, reviews *de novo* all issues of fact, law, policy, and discretion. *Administrative Appeals Office Practice Manual* § 3.4 (May, 2016) < https://www.uscis.gov/sites/default/files/USCIS/Laws/AAO/Practice%20Manual/AAO_Practice_Manual.pdf >. Thus, the same standard of *de novo* review applies in this case.

II. NEITHER THE SUBSTANTIVE PORTIONS OF THE 2008 DOL REGULATIONS NOR THE PROCEDURAL PORTIONS OF THE 2015 DOL REGULATIONS ARE ENFORCEABLE

The Administrator is proceeding on the assumption that he is free to elect to enforce the substantive provisions from the 2008 DOL regulations and the procedural portions of the 2015 DOL rules. The Administrator is wrong in both regards.

A. The 2008 Regulations No Longer Exist and Are Not Enforceable

Much attention has been spent on whether the 2008 DOL regulations are substantively enforceable after the federal court's *vacatur* in *Perez v. Perez*, No. 3:14-cv-00682

(N.D. Fla. Mar. 4, 2015). *See, e.g., Administrator v. Strates Shows, Inc.*, No. 15-069 (ARB June 30, 2017) (DOL lacks subject matter jurisdiction to enforce the 2008 regulations); *Administrator v. Wade Shows, Inc.*, No. 15-52 (ARB June 22, 2017) (same). On reconsideration, the ARB vacated these rulings, but it did so simply by "omit[ing] the characterization of the 2008 H-2B regulations as unenforceable." *Administrator v. Drew's Lawn & Snow Serv., Inc.*, No. 2017-TNE-00001, at *3 (OALJ Apr. 10, 2018). Despite its later tentativeness, the ARB's original rulings that the 2008 regulations were not enforceable – without reversal – were correct and remain persuasive law. *County of Los Angeles v. Davis*, 440 U.S. 625, 646 n. 10 (1979) ("Although a decision vacating a judgment necessarily prevents the opinion of the lower court from being the law of the case, ... the expressions of the court below on the merits, **if not reversed**, will continue to have precedential weight and, until contrary authority is decided, are likely to be viewed as persuasive authority if not the governing law of the [lower appellate court].") (emphasis added).

Even if the ARB has not persuasively determined that the 2008 regulations are unenforceable, DOL itself has done so. DOL was very plain that the 2015 H-2B regulations "immediately replace[ ] the 2008 rule." 80 Fed. Reg. 24042, 24049 (Apr. 29, 2015) ("2015 H-2B regulations"). DOL knew that employers would be able to defend against enforcement actions under the 2008 H-2B regulations, and planned accordingly. DOL's policy choice to jettison rather than salvage the 2008 H-2B regulations was an integral element in justifying "good and substantial cause to issue this rule immediately" without notice and comment and with an immediate effective date. *Id.* at 24047, 24049. As part of its justification for abandoning normal notice and comment, DOL conceded the obvious impact of the federal court's *vacatur* on the 2008 H-2B regulations, which

> **remain[ed] vulnerable** to challenges by employers **in current and future enforcement proceedings** based on the ground that **the regulations DOL is seeking to enforce are void** because DOL exceeded its statutory authority in unilaterally issuing the 2008 rule .... Therefore, employers subject to enforcement under the 2008 rule **have an available defense that DOL is without regulatory authority to enforce rights and obligations in the H-2B program**, leaving DOL in an untenable position with respect to its ability to require adherence to program standards.

Id. at 24048-49 (emphasis added). Because of this inability to prosecute employers in enforcement actions under the void 2008 H-2B regulations, DOL adopted a new enforcement practice under which "if the temporary stay is lifted, **the vacatur of DOL's 2008 rule will void the enforcement regime** by which DOL has carried out its statutorily-delegated enforcement authority." *Id.* at 24047 (emphasis added). Because of this reality, DOL "replaced" the 2008 rules. *See also Perez v. Perez*, No. 14-682 (N.D. Fla. Apr. 30, 2015) (ECF Doc. 49, at *2) (the court lifted the stay because the 2015 H-2B regulations had "replace[d] the H-2B regulations at issue in this case."); *Statement of Portia Wu, Assistant Secretary for Employment and Training, Before the Senate Comm. on Small Business & Entrepreneurship* at 4 (May 6, 2015) (the court "lifted the stay of its vacatur of DOL's 2008 rule because DOL and DHS **replaced** it with a new **comprehensive** H-2B rule ....") (emphasis added).

For a period of months, DOL implemented its new practice, first articulated in the preamble to the 2015 H-2B regulations, that it would no longer pursue any enforcement actions for alleged violations of the 2008 H-2B regulations. *See, e.g., Perez v. Perez*, No. 14-682 (N.D. Fla. Aug. 28, 2015) (ECF Doc. 58, at *2) (according to plaintiff, DOL has indicated that it is complying with the injunction barring "enforcement" of the 2008 H-2B regulations for labor certifications issued before the injunction); *Perez v. Perez*, No. 14-682 (N.D. Fla. Sept. 4, 2015) (ECF Doc. 60, at *3) (according to DOL, "beginning on May 8,

2015, DOL moved to dismiss without prejudice several regulatory enforcement actions");

Administrator v. Southwest Commodities, 2015-TNE-00010 (OALJ May 8, 2015)

(representative Administrator's motion to dismiss). During this time, DOL's policy

continued to be that

> the order to vacate – and therefore remove from the books – the 2008 Rule ... [had] bar[red DOL] from taking **any future action to enforce** the Rule.
>
> By removing the 2008 Rule from the books, DOL can **no longer enforce any *regulatory* obligations** imposed on employers under that Rule.
>
> ... [The *vacatur* order] **prohibit[s] any new enforcement action** under the Rule.

Perez v. Perez, No. 14-682 (N.D. Fla. Sept. 4, 2015) (ECF Doc. 60, at *1-2 & 2 n. 1)

(emphasis in bold added) (emphasis in italics in original). DOL has never issued a public notice or comment that it was rescinding this prior practice of how the Department interpreted the *vacatur.*

On August 28, 2015, plaintiff filed an "Unopposed Motion to Clarify Permanent Injunction." *Perez v. Perez*, No. 14-682 (N.D. Fla. Aug. 28, 2015) (ECF Doc. 58, at *1). It is important to distinguish what the motion does **not** do from what it does. The motion takes no issue with the *vacatur* remedy; in fact, the only reference to a *vacatur* of any type occurs in the context of an unrelated case. *Id.* The unstated premise for the motion is that the sauce-for-the-goose-is-sauce-for-the-gander approach that plaintiff successfully argued to the federal court to apply the same reasoning to the 2008 H-2B regulations as it did to the 2012 H-2B regulations, inexplicably did not apply to the same remedy. Thus, the motion misleadingly focuses exclusively on the injunctive relief. The plaintiff requested that the court clarify that the permanent injunction against enforcing the 2008 H-2B regulations "only enjoined DOL from using the 2008 regulations to issue new labor certifications for H-2B workers and did not enjoin DOL from using its enforcement powers to ensure

compliance with the terms and conditions of work promised in labor certifications approved prior to the effective date of the Court's injunction." *Id.* In response, DOL refrained from taking a position and merely recounted the impact of the *vacatur* and DOL's inability to pursue enforcement actions.

The federal court ruled on plaintiff's motion to clarify the permanent injunction by stating in its entirety:

> The relief requested is GRANTED. The Court clarifies that the **permanent injunction** was not intended to, and does not, apply **retroactively**.

Perez v. Perez, No. 14-682 (N.D. Fla. Sept. 4, 2015) (ECF Doc. 62, at *1) (emphasis added).

1. This Court Lacks Subject Matter Jurisdiction Based on the 2008 H-2B Regulations That DOL Voluntarily Replaced and Superseded by the 2015 H-2B Regulations. The well-established rule is that a regulation ceases to have operative effect when it is replaced by another regulation. This is the rule from *Abington Memorial Hosp. v. Heckler*, 750 F.2d 242, 244 (3d Cir. 1984), and it has been repeatedly followed. *E.g.*, *Mason Gen. Hosp. v. Secretary of the Dep't of Health & Human Servs.*, 809 F.2d 1220, 1223 (6th Cir. 1987); *Menorah Med. Ctr. v. Heckler*, 768 F.2d 292 (8th Cir. 1985); *Lloyd Noland Hosp. & Clinic v. Heckler*, 762 F.2d 1561, 1569 (11th Cir. 1985). *See also Center for Science in the Pub. Interest v. Regan*, 727 F.2d 1161, 1164 (D.C. Cir. 1984) (subsequent regulation "displaced" or "superseded" a prior regulation, and the prior regulation became "a dead letter, and cannot be revived"). This rule applies because the 2015 H-2B regulations replaced the 2008 H-2B regulations. This fact is stated in the 2015 H-2B regulations themselves, was the pivotal reason why the federal court lifted its stay, and is also reflected in numerous other contemporaneous administrative and litigation records. The Secretary of Labor might have resurrected the 2008 H-2B regulations merely by sanctioning them in a legitimate

rulemaking proceeding, but once the Secretary of Labor chose to rush through with a replacement and to forgo public notice and comment, enforcement actions based upon the 2008 H-2B regulations were doomed and the policy dice were cast.

The Administrator has not rebutted this black-letter principle of administrative law. Rather, the Administrator apparently contends that this is a regulatory issue for which the agency's tribunals lack jurisdiction. Quite the opposite is true. Because the 2015 H-2B regulations explicitly adopted the policy of replacing the 2008 H-2B regulations and abandoning the previous enforcement regime, this court has no choice but to decline subject matter jurisdiction. *Prince v. Westinghouse Savannah River Co.*, ARB No. 10-079, slip op. at *9 (ARB Nov. 17, 2010) (the ARB does not have "jurisdiction to pass on the validity of any portion of the Code of Federal Regulations ... and shall observe the provisions thereof ...."). Moreover, the A.L.J. is charged with deciding "each material issue presented on the record," 29 C.F.R. § 503.50 (b), and this certainly would include the ultimate material issue of whether jurisdiction exists.

2. This Court Lacks Subject Matter Jurisdiction Based on the 2008 H-2B Regulations When Those Regulations Were Vacated by a Court Order That Is Necessarily Retroactive. Even if the Secretary of Labor had not conclusively established his enforcement policy via the replacement, the same result would have obtained by virtue of the federal court's *vacatur*. The ARB has already pointed to the seminal case defining a *vacatur*. *Administrator v. Strates Shows, Inc.*, No. 15-069, slip op. at *4 (ARB June 30, 2017) (*quoting Action on Smoking & Health v. Civil Aeronautics Bd.*, 713 F.2d 795 (D.C. Cir. 1983) (*per curiam*)). The operative effect of the *vacatur* was that it took the 2008 H-2B regulations "off the books," *AFL-CIO v. Chao*, 496 F. Supp. 2d 76, 84, 85, 92 (D.D.C. 2007), and "wipe[d]

the slate clean," *National Labor Relations Bd. v. Goodless Bros. Elec. Co.*, 285 F.3d 102, 110 (1st Cir. 2002). After the *vacatur*, the 2008 H-2B regulations simply "do[ ] not exist," just as the Secretary of Labor acknowledged during the oral argument to the federal judge. *Transcript of Motion Proceedings Before the Honorable M. Casey Rodgers* at 31 (Apr. 22, 2015). *See also Crum v. Colvin*, No. C14-4055, 2015 U.S. Dist. Lexis 113551, slip op. at *20 (N.D. Iowa Aug. 27, 2015) (the original findings "no longer existed" after *vacatur*). Needless to say, if the regulations do not exist, they cannot be enforced.

The Administrator's sole argument is that the "clarification" order – somehow – resuscitated something that no longer existed. The flaws in this argument are numerous.

a. The clarification cannot cure the replacement. Regardless of the efficacy of the *vacatur*, it cannot overcome the fact that the Secretary of Labor repealed the 2008 H-2B regulations by adopting replacement regulations. There was nothing left to clarify because the replacement regulations effectively mooted the 2008 regulations. *See, e.g., Bayou Lawn & Landscape Servs. v. Secretary of Labor,* No. 15-10623, slip op. at *4 (11th Cir. Nov. 5, 2015) (remanding for trial court to determine whether replacement of 2012 H-2B regulations by the 2015 H-2B regulations mooted the appeal); *Bayou Lawn & Landscape Servs. v. Solis*, No. 3:12-cv-00183, slip op. at *4 (N.D. Fla. Apr. 20, 2016) (dismissing as moot the challenge to the 2012 H-2B regulations that were "superseded" by the 2015 H-2B regulations).

b. *Vacatur* was mandatory. Rather than focusing on a single event, it is helpful to observe the context. The pertinent statute made *vacatur* the mandatory remedy, 5 U.S.C. § 706 (2) (the court "shall ... hold unlawful and **set aside** agency action ... found to be ... in excess of statutory jurisdiction [or] authority") (emphasis added); *Citizens to Preserve Overton Park, Inc. v. Volpe*, 401 U.S. 402, 413-14 (1971) ("**In all cases** agency action must be set aside

... if the action failed to meet statutory, procedural, or constitutional requirements.") (emphasis added), and this was especially true when the federal court found that the 2008 regulations were issued without authority, *e.g., Defenders of Wildlife v. Jackson*, 791 F. Supp. 2d 96, 117 (D.D.C. 2011) (substantive infirmity "mandates" *vacatur*); *AFL-CIO v. Chao*, 496 F. Supp. 2d 76, 91 (D.D.C. 2007) (same).

c. The *vacatur* was necessarily retroactive. "The principle that statutes operate only prospectively, while judicial decisions operate retrospectively, is familiar to every law student." *United States v. Sec. Indus. Bank*, 459 U.S. 70, 79 (1982). With a few exceptions not relevant here, the Supreme Court has been quite clear that judicial rulings necessarily apply retroactively. *Rivers v. Roadway Express, Inc.*, 511 U.S. 298, 311-12 (1994); *Heartland Regional Med. Ctr. v. Sebelius*, 566 F.3d 193, 196 (D.C. Cir. 2008) ("a principle announced in adjudication is necessarily retroactive"); *Neustar, Inc. v. Federal Communications Comm'n*, 857 F.3d 886, 895-96 (D.C. Cir. 2017) (citing case law mandating that judicial decisions have retroactive effect); *National Fuel Gas Supply Corp. v. FERC*, 59 F.3d 1281, 1289 (D.C. Cir. 1995) (*vacatur* of agency action by federal court must be given retroactive effect). *See generally* Daniel H. Conrad, *Filling the Gap: The Retroactive Effect of Vacating Agency Regulations*, 29 Pace Env'tl L. Rev. 1 (2011) (suggesting strong reasons supporting retroactivity of judicial vacatur of agency regulations). Once the federal court ruled that the 2008 H-2B regulations no longer existed, that **automatically** meant that they had never existed, *Reynoldsville Casket Co. v. Hyde*, 514 U.S. 749, 758-59 (1995) (court cannot use its remedial discretion to avoid retroactive application of a judicial decision), and the benefit of that ruling extended to non-parties. The Administrator's position leads to exactly the sort of disparate treatment that the Supreme Court eschews: Some are bound and some are not by

the 2008 regulations. *See, e.g., James M. Beam Distilling Co. v. Georgia*, 501 U.S. 529, 538 (1991) (plurality opinion).

d. Rescinding the DOL rule required its own rulemaking. The Administrator's position amounts to an extra-legal effort to promulgate a rule. If the Secretary of Labor wants to establish a rule in light of the "clarification" order, then he should follow the prescribed steps for public notice and comment. Until that day comes, there is no such regulation for this court to follow. *See American Trucking Ass'ns, Inc. v. Frisco Transp. Co.*, 358 U.S. 133, 146 (1958) (agency may not use the "pretext" of "reopen[ing] prior proceedings to correct a[n inadvertent] mistake," then use the occasion to "execute a subsequently adopted policy."); *Cumberland Med. Ctr. v. Secretary of Health & Human Servs.*, 781 F.2d 536, 539 (6th Cir. 1986) (rescinding a rule requires the same steps as promulgating a rule).

e. The federal court had no basis for modifying the retroactive *vacatur*. The federal court never perfected a basis for substantively modifying the prior *vacatur* judgment, which had been final for some months. Under Fed. R. Civ. Proc. 60 (a), the federal court could have corrected clerical errors, but that option cannot be used to make substantive changes, such as those advocated by the Administrator. Joseph T. MacLaughlin, *Relief from a Judgment or Order*, in 12 James W. Moore, *Moore's Federal Practice* § 60.11 [1] [c], at 60-34 to -36 (3d ed. 2017) (clarification is limited to non-substantive clerk's errors). To make the substantive changes that the Administrator claims, the federal court had to proceed under Fed. R. Civ. Proc. 60 (b), and was obligated to make supporting findings regarding such facts as mistakes, inadvertence, fraud, etc. Having failed to make any supporting findings, the Administrator has not established a basis for the substantive change he claims.

f. The vacatur remains clear and unambiguous. The federal court's "clarification" is clear on the only pertinent fact: The federal court made no attempt to alter the *vacatur*. Beginning with the judgment on the 2012 H-2B regulations, and again on the 2008 H-2B regulations, the federal court deployed 2 overlapping yet distinct remedies. A *vacatur* is a form of equitable relief. *Black Warrior Riverkeeper, Inc. v. Army Corps of Eng'rs*, 781 F.3d 1271, 1290 (11th Cir. 2015). A *vacatur* both "preserves" the *status quo*, *AFL-CIO v. Chao*, 496 F. Supp. 2d 76, 92 (D.D.C. 2007), and "suspends" the duty to comply, *Alabama Power Co. v. United States Env'tl Protection Agency*, 40 F.3d 450 (D.C. Cir. 1994) (*vacatur* suspends the duty to comply). As we have seen, a *vacatur* is the mandatory remedy for proceeding without lawful authority. This contrasts with an injunction, which is "[a] court order commanding or preventing an action" that "operat[es] *in personam*." *Black's Law Dictionary* 904 (Bryan A. Garner ed. 10th ed. 2014). Injunctions are, by definition, prospective and directed to future conduct; it is not the role of an injunction to address prior conduct. An injunction is a "classic example of judgments that have prospective application." Joseph T. MacLaughlin, *Relief from a Judgment or Order*, in 12 James W. Moore, *Moore's Federal Practice* § 60.47 [1] [d], at 60-174 (3d ed. 2017). In adopting this belt-and-suspenders remedy, the federal court in *Perez* was careful to point out that each remedy was tailored to serve a different legal need; they were not redundant remedies. *See Kinkead v. Humana, Inc.*, 206 F. Supp. 3d 751, 754 (D. Conn. 2016) (*vacatur* sets aside "entire rule, not merely to preclude its enforcement in a particular case"). So, when the federal court entered its clarification of the injunction, it said utterly nothing regarding the primary remedy of *vacatur*.

g. Only the federal court may interpret its judgment. Finally, even if it was possible to construe the clarification as creating ambiguity for the *vacatur*, the question

remains: Who clarifies the clarification? The answer is most certainly not a party, such as the Secretary of Labor, regardless of how "reasonable" that interpretation might be, because the Secretary of Labor has no such statutory authority, nor has he cited to any. The answer is also not another court or the ARB. *See, e.g., State v. Trump*, No. 17-00050, slip op. at 2 n. 3 (D. Hawaii July 6, 2017) (in the travel ban case, the trial court was not authorized to interpret the Supreme Court's injunction). This court is especially handicapped because it is required to "adhere to the rules of decision and precedent" that apply under organic statutes, 77 Fed. Reg. 69378, 69379 (Nov. 16, 2012), and this court is not "adher[ing]" if it is interpreting. Ultimately, it is up to the federal court itself to interpret its own judgments. The Administrator's opposition to this motion is nothing more than an attempt to convert the A.L.J. into an Article III court, and not just any court, but the Northern District of Florida. The fact that the Administrator has not gone back to the federal court to clarify the clarification says it all.

B. The 2008 Regulations Are Not Enforceable Because DHS Improperly Extended Authority to DOL

The Pensacola court's *vacatur* is not the end of the Administrator's problems. The same result obtains for completely separate reasons. As the Tenth Circuit has held, Congress has never authorized DHS to redelegate its rulemaking and adjudicative functions *in particular* to DOL. *G.H. Daniels III & Assocs., Inc. v. Perez*, No. 13-1479, 2015 U.S. App. Lexis 15689, at *13 n. 10 (10th Cir. Sept. 3, 2015). Without this inter-agency redelegation of authority, DOL had no basis for promulgating the 2008 regulations. The Administrator has not been held to the implications of that decision in an enforcement action, but it reaches the same result: the 2008 regulations are not enforceable.

C. The Administrator Is Not Free to Choose between Procedural Provisions in the 2008 and 2015 Rules Without Going Through Notice and Comment

One of the consequences of the Administrator picking and choosing what to enforce is the belief that he is free to enforce 2015 procedural provisions. The Administrator cannot have it both ways. Under the Administrator's theory, the procedural provisions from both 2008 and 2015 are valid, and the only proper way to choose is through public notice and comment, which has never happened. *See* 5 U.S.C. § 553 (b).

Respondent is prejudiced by this procedural breach. The so-called 2015 procedural provisions[1] diverge in material ways that impair Respondent's prior rights, increase liability for past conduct, and impose new duties for prior conduct. These changes have a direct bearing on the Respondent's rights and the ability to defend itself, and the Administrator is arbitrarily choosing which version it will enforce. The new "procedural" enforcement regulations have now completely deleted or substantially revised numerous material and substantive provisions from the 2008 "procedural" regulations, such as:

2008		2015	
§ 655.75 (d)	Express prohibition on A.L.J.'s ruling on the legality of regulations.		Completely deleted.
§ 655.75 (c)	If the Administrator's back wage determination was "not warranted," the A.L.J. must remand to the Administrator for further proceedings.	§ 503.50 (c)	Much more expansive grounds for sustaining the Administrator's back wage determination under § 503.16.
§ 655.75 (c)	A.L.J. must accept OFLC's wage determination as final and accurate. A.L.J. cannot determine the validity of a prevailing wage rate.	§ 503.50 (c)	Much more expansive grounds for sustaining the Administrator's back wage determination under § 503.16.
§ 655.75 (a)	Automatic stay while a case is appealed to the ARB.	§ 503.50 (e)	A.L.J.'s determination is immediately final regardless of the

[1] The determination letter refers broadly to the "applicable procedural regulations" with and 29 C.F.R. part 503. Exhibit 9, at 1. Although not further identified in the determination letter, this appears to be directed to the "procedural rules" within subpart C. 80 Fed. Reg. 24042, 24089 (Apr. 29, 2015). *See also* Exhibit 9, at 3.

2008		2015	
		§ 503.51 (c)	employer's appeal. A.L.J.'s determination is final if the ARB does not act on an appeal within 30 days.
§ 655.76 (c)	Automatic stay while a case is pending before the ARB.		Completely deleted.
§ 655.65 (e)	The definition of a "willful failure."		Completely deleted from Subpart C.
§ 655.65 (f)	Prospective rather than retroactive application of the regulations.	§ 503.40 (b)	Rules apply retroactively regardless of date of violation.
§§ 655.5 & 655.65 (f)	Provisions of the subpart apply on the date of the employer's application.		Completely deleted.
§ 655.65 (i)	Payment of back wages narrowly limited to failure to pay the wage prescribed by ETA.	§ 503.50 (c)	Back wages broadly permitted for an exhaustive variety of violations under § 503.16.

Further, the Administrator is applying the substantive portions of these procedural rules from 2015 retroactively, something that it cannot do without express congressional authority. *Bowen v. Georgetown Univ. Hosp.*, 488 U.S. 204, 208 (1988).

Finally, even if the Administrator is allowed to apply the substantive provisions from the 2008 rules, they are in irreconcilable conflict with the 2015 "procedural" rules. The provisions of the 2008 rules apply only once the employer's labor application is certified. 20 C.F.R. § 655.65 (f). This extends without limitation to both substantive and procedural provisions. This provision is inherently prospective only, which cannot be reconciled with the "retroactive" 2015 rules.

III. THE ADMINISTRATOR IS EXPRESSLY PROHIBITED FROM CHALLENGING RESPONDENT'S PREVAILING WAGES

There is another fundamental problem with the Administrator's theory of the case. At its core, the Administrator is challenging the prevailing wage determination. Under these circumstances, an A.L.J.'s options are narrow. The A.L.J. may either determine that

the Administrator's back wage determination is "not warranted," in which case the A.L.J. must remand the case to the Administrator for further proceedings. 20 C.F.R. § 655.75 (c); 29 C.F.R. § 503.50 (c). In the absence of such a finding, the A.L.J. is obligated to accept OFLC's wage determination as final and accurate and the A.L.J. cannot determine the validity of the prevailing wage that should have been paid. 20 C.F.R. § 655.75 (c); 29 C.F.R. § 503.50 (c). The problem for the Administrator is that he cannot have it both ways: An A.L.J. is powerless to re-adjudicate the prevailing wage rate, which is exactly what the Administrator seeks to accomplish.

As we have seen, it is ETA's responsibility to issue job codes. The Administrator is improperly trenching upon the authority of a coordinate agency by attempting to impose alternative job codes, all without following the strictures imposed by ETA. ETA has the authority to enforce its own regulations, *compare* 20 C.F.R. §§ 655.30-.31 (2008) *with* 20 C.F.R. §§ 655.71-.73 (2015), and has already approved the job codes at issue in this case. The Administrator's attempt to assign completely different job codes is usurping ETA's authority and is a step too far.

IV. RESPONDENT WAS NOT PLACED ON NOTICE OF ANY PERTINENT REGULATORY REQUIREMENTS

The Administrator has attempted to enforce as regulatory "requirements" certain responsibilities that simply are not provided by regulation. For example, the Administrator is expressly relying on Attestation #13 in the #9142. *See* Exhibit 2 ("The ... reason(s) for temporary need ... being requested for certification have been truly and accurately stated on the application."). However, the Department may not enforce a rule that is not found in the clear text of the published regulations themselves. *Nokia Siemens Networks US LLC*, No. 2012-PER-02714, slip op. at *1-2 (BALCA July 1, 2016) (*per curiam*) (a certifying officer

"may not deny an application based on a ... failure to comply with an unwritten requirement that has no basis in the clear text of the regulations.") < https://www.oalj.dol.gov/Decisions/ALJ/PER/2012/SUMELAHTI_MARKKU_TAP_v_NOKIA_SIEMENS_NETWOR_2012PER02714_(JUL_01_2016)_065651_CADEC_SD.PDF >; *Symantec Corp.*, 2011-PER-01856, slip op. at *8 (BALCA July 30, 2014) (*en banc*) (same) < https://www.oalj.dol.gov/Decisions/ALJ/PER/2011/In_re_SYMANTEC_CORPORATION_2011PER01856_(JUL_30_2014)_111232_MODIS_SD.PDF#search=2011-PER-01856 >. Moreover, such attestations are not enforceable, only the contents of regulatory requirements. *Island Holdings LLC*, No. 2013-PWD-00002, at *8, 11 (BALCA Dec. 3, 2013) (*en banc*) (employer incurs no obligation unless contained in the codified regulations contained in the Code of Federal Regulations). As enunciated by BALCA:

> The Department may not require an employer to attest to a condition that is not required by the regulations. This is because the Department cannot impose additional legal obligations on a regulated party without following the procedures mandated by the APA.

Id. at *13. *See also* 29 C.F.R. § 655.60 (b) (a "substantial failure" is "fail[ing] to meet any of the conditions of the labor certification application attested to, *as listed in § 655.22* ....") (emphasis added). Not only is there no regulatory requirement in § 655.22 for accurately stating the job duties that will be performed, as opposed to the "reasons for temporary need," but the Administrator has failed to show that the Respondent's statement of temporary need was false in any regard. "Temporary need" is a term of art under the H-2B regulations and has nothing whatsoever to do with what concerns the Administrator, which is the comprehensiveness of the job-duty description. *See* 73 Fed. Reg. 78020, 78042 (Dec.

19, 2008) ("reasons for temporary need" in § 655.22 (n) is directed to "the reasons underlying the temporary need in its labor certification request").

This leads to the next "violation" not contained in the DOL regulations. There is no regulatory requirement that every single job task must be stated, nor is there a statement in § 655.22 that omitting job tasks is a violation. Section 655.22 (n) is directed to the veracity of what is stated, not whether the job details are comprehensive. "Tasks" are defined as "specific work activities that can be unique for each occupation," whereas "work activities" are "the kinds of tasks that may be performed across multiple occupations." < https://www.onetonline.org/help/online/details > There are no governing regulations within § 655.22 that require, much less explain, how to undertake a task analysis when a "square" job does not fit snugly in a "round" job code.

These shortcomings are ably illustrated by the H-2B case, *Administrator v. Peter's Fine Greek Food, Inc.*, No. 2012-PED-00001, at *7 (OALJ Sept. 25, 2013), *aff'd*, No. 14-003-A (ARB Feb. 26, 2014). After reviewing all of the witness statements, the Administrator had no criticism of the 2011 job description, but the 2012 job description was criticized by the Wage and Hour Division witness because it deleted cooking as "the primary job duty." *Id.* The WHD witness could not answer "how best to list a job which involves varied responsibilities," such as the counter attendants at issue. *Id.* Although there was no criticism for failing to list *driving* as a job duty, *id.* at *7-8, it was noted that driving was a job duty, *id.* at *9. The ALJ was "troubled" that cooking was deleted as "a primary duty," but made no comment about failing to list driving as a job duty. *Id.* at 18.

Finally, there is no regulatory requirement placing Respondent on notice that listing the "job title" on the I-129 had any significance whatsoever. In fact, listing job duties in the

I-129 was expressly declared "optional" for employers. **Exhibit 13**, *Optional Checklist for I-129 H-2B Filings* (Nov. 27, 2012). *See also* **Exhibit 12**, *Instructions for I-129* (expires Oct. 31, 2013) (no relevant instructions for completing the I-129).

Because there are no regulatory requirements governing misclassifications, how much depth should be provided in job details, or how employers are to perform task analyses, Respondent was put on notice of nothing.

V. RESPONDENT DID NOT SUBSTANTIALLY VIOLATE ANY REGULATORY REQUIREMENTS

Even if Respondent was put on notice of enforceable regulatory requirements, any such failure must be "substantial." 29 C.F.R. § 655.60 (b). Respondent has already demonstrated that there were no violations of any regulatory requirements in Attestation #13, § 655.22 (n), or the I-129's part 5, question 1, so needless to say, there were no "substantial" violations. There is no regulatory requirement that there is a substantial failure when 9 out of Respondent's 246 H-2B employees (3.6%) perform duties arguably outside of their job code. This is all the more apparent from the definition of a "substantial violation," which requires a "pattern or practice" of misdeeds, 29 C.F.R. § 655.31 (d) (1), something not shown here.

The element of "substantiality" has even greater significance in misclassification cases. Even if there is a "pattern or practice," there is no "substantial violation" unless the H-2B workers were employed "in an activity/activities, not listed in the job order (other than an activity minor and incidental to the activity/activities listed in the job order) ...." 29

C.F.R. § 655.31 (d) (1) (v). There are several practices that elevate this "incidental-duty" rule to a legal question ripe for summary judgment.[2]

- The H-2A program has long recognized the "incidental-duty" rule. Under the H-2A program, "incidental activities" for agricultural labor include operating roadside retail stands, managing pick-your-own activities, and driving a tractor for a hay ride. 73 Fed. Reg. 77110, 77117 (Dec. 18, 2008). It would be difficult or impossible to list all potential "minor and incidental" job responsibilities. *Id.* at 78118. Such activities must be less than 20% of the total time worked on the certified job duties and must be "incidental" to the certified agricultural labor. *Id.* at 77117. This rule was developed concurrently with the 2008 DOL rule.

- Workers with dual positions in which they both perform the assigned tasks and supervise others performing the same work "are coded with the workers they supervise" when they "spend *less than 80% of their time supervising.*" http://www.bls.gov/soc/soc_2010_user_guide.pdf pages xii-xiii (emphasis added).

These rules of thumb, ostensibly adopted for other visas or working conditions generally, should be applied to the H-2B program under the rule of *GT Trans, Inc.*, 2016-TLN-29, at *6 (BALCA Apr. 15, 2016) (borrowing the H-1B definition of "place of employment" to define the interchangeable term, "worksite") and *Brook Ledge, Inc.*, 2016-TLN-00033, at *5-6 (BALCA May 10, 2016) (same).

VI. RESPONDENT DID NOT WILLFULLY OR SUBSTANTIALLY FAIL TO COMPLY WITH ANY REGULATORY REQUIREMENTS

Although there may be an issue of fact whether Respondent could reasonably rely on the professional advice of its H-2B agent, Respondent reasonably relied on DOL's and DHS's own pronouncements as a matter of law. In its #9142, Respondent was careful to note that it provided mobile housing for use during its itinerary "valued at $125.00 per week," and local convenience travel when operating at a particular location "valued at $25

[2] Needless to say, Respondent factually disputes that the Administrator's alternative job codes describe the work performed by these H-2B workers, but that fact issue is for another day.

per week." Exhibit 2, at pp. 035. Respondent also provided visa and inspection fees, pre-payment plans, international travel in and out of the country, and bonuses or merit pay.

The legal principle upon which Respondent seeks summary adjudication is that it was entitled to credit for providing these "facilities." Most importantly, there is no dispute that Respondent is exempt from the Fair Labor Standards Act, and the H-2B program specifically authorized credit for these items.

Caselaw has already resolved that mobile carnival operators are entitled to these credits under the H-2B program. The absence of an enforceable regulation (at least before 2015) allowed a traveling carnival to take credit for providing mobile housing under DOL's 2008 regulations because those regulations did "not inform Respondent that [the] FLSA [primary benefit rule] is applicable ...." *Administrator v. Wade Shows, Inc.*, No. 2013-TNE-1, at *8 (OALJ Apr. 10, 2015) (granting summary judgment on mobile housing credit), *aff'd in part & dismissed*, No. 15-052 (ARB June 20, 2017), *modified on other grounds*, No. 15-052 (ARB Sept. 11, 2017).

DHS has been just as clear. An H-2B employer may charge

> "as a condition of ... employment" for "transportation to such employment and any government-mandated passport, visa, or inspection fees, to the extent that the passing of such costs to the beneficiary is **not prohibited by statute** ...."

8 C.F.R. § 214.2 (h) (6) (i) (B) (emphasis added). *Accord* USCIS, *Instructions for Petition for a Nonimmigrant Worker* at 13 (Oct. 23, 2014) ("Unless the payment of such fees by a worker is prohibited under law," the employer may recover "the lower of the actual cost or fair market value of transportation to the offered employment, and ... any government-mandated passport, visa, or inspection fees.") < http://www.uscis.gov/sites/default/files/files/form/i-129instr.pdf >.

And in 2013 at the time of these purported violations, DOL was just as clear. For nearly 80 years, no regulation, court decision, WHD opinion letter, or any other authority – under either the FLSA since its original passage in 1938 or the INA's H-2/H-2B program since 1952 – had ever suggested that mobile employers must provide housing free of charge. The carnival industry has been exempt from the FLSA in all pertinent respects, either as a "retail establishment" or more recently as an "amusement or recreational establishment" under 29 U.S.C. § 213 (a) (3). House Comm. on Education & Labor, *Fair Labor Standards Amendments of 1965: Report to Accompany H.R. 10518*, H. Rep. No. 89-871, at 51 (Comm. Print Aug. 25, 1965) (carnivals and circuses are quintessentially representative of the amusement exemption); Wage and Hour Division, *Opinion Letter No. WH-623*, 1967 DOLWH Lexis 164, at *2 (June 22, 1967) (the amusement exemption applies to "county and State fair employees, employees of larger expositions, and employees of concessionaires operating on the premises of such establishments ...."); Wage and Hour Division, *Opinion Letter No. WH-388*, 1976 DOLWH Lexis 2, at *2 (Aug. 10, 1976) (the amusement exemption includes carnivals and circuses); Wage and Hour Division, *Field Operations Handbook* § 25j14 (1994) (carnivals and circuses are exempt) < www.dol.gov/whd/foh/index.htm >. *See also* 112 Cong. Rec. 20593, 20595 (Aug. 25, 1966) (students working in "resort areas" typically are provided food and lodging, and this is considered part of their wages) (remarks of Rep. Yarborough).

Despite the 2015 IFR, the Department has frequently taken the position that mobile amusement employers do not have any special responsibilities. 49 Fed. Reg. 25837, 25843 (June 25, 1984) (H-2B employees are responsible for the expense of relocating to take the job); Paul DeCamp, Administrator, Wage and Hour Division, Field Assistance Bulletin No.

2007-1 (May 2, 2007) (only H-2B restriction on all housing, including mobile housing, is the usual FLSA rules) < https://www.dol.gov/whd/FieldBulletins/FieldAssistanceBulletin2007_1.htm >. *See also E-mail from Chicago National Processing Center to Kathy Pierce* at 2 (June 16, 2009) (no unique requirements for mobile carnival housing under H-2B program); *DOLETA Regulatory Agenda Chat* at 2:16 PM (July 14, 2011) < http://www.dol.gov/regulations/chat-eta-201107.htm > (declining to address how the FLSA exemption for amusement operators affects H-2B wages or working conditions).

But the Department has gone much further and has affirmatively indicated that mobile amusement employers have no responsibility to provide free housing and, in fact, may deduct for that housing. The NPRM and the 2008 Rule were quite clear. 73 Fed. Reg. 29942, 29952 (May 22, 2008) (DOL "will **continue** to permit employers, consistent with the Fair Labor Standards Act ..., to make reasonable housing and transportation deductions ....") (emphasis added); 73 Fed. Reg. 78020, 78039 (Dec. 19, 2008) ("The Department will **continue** to permit employers, consistent with the Fair Labor Standards Act ..., to make deductions from a worker's pay for the reasonable cost of furnishing housing and transportation, as well as worker expenses such as passport and visa fees ....") (emphasis added). When the industry asked the Department specifically for guidance, the Department confirmed this policy in writing. Exhibit 14, *E-mail from Chicago National Processing Center to James Judkins* at 1 (Aug. 12, 2008) ("Employers are **not** obligated to pay for housing for the foreign worker under the H-2B program.") (emphasis added). When industry asked about its responsibility when employees choose to provide their own bunkhouses, DOL replied

that there was no obligation to compensate workers who chose to provide their own bunkhouses. *Id.* ("There is no 'formula' to properly compensate a worker with a trailer.").

Nor did the Department treat the mobile amusement industry any differently. This is also the same position that the Department took with other mobile industries. *E.g.,* DOLETA, *Special Guidelines for Processing H-2B Temporary Labor Certification in Tree Planting and Related Reforestation Occupations*, TEGL 27-06 (June 12, 2007) (job posting for mobile tree planters must describe "housing" benefits only "if applicable") < http://wdr.doleta.gov/directives/attach/TEGL/TEGL27-06.pdf >; DOLETA, *Special Guidelines for Processing H-2B Temporary Labor Certification in Tree Planting and Related Reforestation Occupations*, TEGL 27-06 (June 12, 2007) (mobile tree planters may charge for housing, but must disclose it in the ETA 750 because of MSPA requirements) ; Department of Labor, Wage and Hour Division, *Fact Sheet #63: Application of Federal Labor Laws to Reforestation* at 3 (July, 2010) (wide-ranging discussion of FLSA and H-2B obligations of reforestation employers, including "The cost of providing housing may be creditable towards meeting the employer's minimum or prevailing wage payment obligation.").

The 2008 Rule merely provided that deductions must be "reasonable," but was careful not to trample on congressional prerogative and FLSA exemptions. 20 C.F.R. § 655.22 (g) (1) (2008) ("All deductions must be reasonable. However, an employer subject to the FLSA may not make deductions that would violate the FLSA."). In fact, a public comment specifically suggested that the "primary benefit" test be adopted in the H-2B program, but DOL expressly declined to do so. 73 Fed. Reg. 78020, 78038 (Dec. 19, 2008). Another public comment requested the Department to adopt FLSA into the H-2B program, but the Department again declined to do so. 73 Fed. Reg. 78020, 78037-38 (Dec. 19, 2008).

If necessary, Respondent will provide dozens of applications that DOL routinely approved before, during, and after the 2013 season, along with WHD audits that failed to issue citations, despite clear evidence that the mobile employer either took a deduction, credit, or otherwise failed to provide "free" housing. This practice continued right up until the 2015 IFR was adopted, and there were even some applications that were approved after the 2015 IFR was adopted.

The amount of the credit owed will be determined later as a factual matter. For now, Respondent contends that, as a matter of law, it is entitled to claim credit for these "facilities" regardless of whether they were extended before, during, or after those few weeks comprising the audit period.

VII. THE REMEDY OF "BACK WAGES" IS NOT AVAILABLE FOR MISCLASSIFICATION

There are multiple problems with the Administrator's attempt to invoke – as well as calculate – "back wages" as an approved remedy. To begin, "back wages" are only available under the narrow circumstance that the employer failed to pay "wages at the wage level specified under the application ...." 20 C.F.R. § 655.65 (i). There is no dispute that Respondent paid the "offered wage" at all times as required under 20 C.F.R. § 655.22 (e), so the remedy of "back wages" is not available.[3] *Cf.* 20 C.F.R. § 655.65 (a) (civil money penalties "are equal to the difference between the amount that should have been paid [*i.e.*, the offered wage] and the amount that actually was paid").

[3] To the extent that the Administrator might attempt to breathe expansive life into 20 C.F.R. § 655.65 (i) ("the Administrator may impose such other administrative remedies as the Administrator determines to be appropriate, ... or other appropriate legal or equitable remedies"), it does not supersede the very specific back wage remedy in the very next sentence of § 655.65 (i). Further, Respondent was, once again, entitled to be placed on notice of any such regulatory requirement.

Next, as a matter of law, even if a "back wage" remedy was available, the Administrator was required to limit any "back wage" remedy to the time that the H-2B worker was actually working in that alternative job code. *See* 77 Fed. Reg. 10038, 10048 (Feb. 21, 2012) (if U.S. laborer moved up to perform H-2B supervisor duties, "then that laborer would be entitled to the H-2B prevailing supervisory rate *for those hours actually worked as a supervisor.*") (emphasis added). The Administrator's calculations run the entire audit period, even though drivers might be driving only a few hours every other week.

As a matter of law, the Administrator's calculations incorrectly assumed that every worker worked precisely 40 hours per week, but the Respondent was careful to explain that workhours fluctuated widely based upon a broad range of factors, such as weather, event hours, *etc.* Exhibit 2, at pp. 033.

As a matter of law, the Administrator's calculations falsely assumed that the prevailing wage rate for the alternative job codes was a single, fixed figure as if carnival operators were fixed-site employers. In fact, entertainers such as carnival operators continue to operate under special procedures under which they are obligated "to pay the applicable wage for each location listed on the itinerary for work performed *in that location.*" DOLETA, *Temporary Labor Certification/H-2B Entertainers*, TEGL 31-05, at *3 (May 31, 2006) (emphasis added). At a minimum, the Administrator must re-calculate any back wages in light of the variable, location-to-location prevailing wage rates.

VIII. THIS ACTION IS TIME-BARRED BY THE STATUTE OF LIMITATIONS AND THE DOCTRINE OF LACHES

The Administrator's enforcement action is time-barred. The relevant timeline is:

- November 7, 2012 – #9142 submitted
- December 14, 2012 – DOL approves #9142
- December 17, 2012 – I-129 submitted

- January 4, 2013 – USCIS approves I-129
- February 1, 2013 – Respondent's season begins
- February 6, 2018 – Administrator mails determination letter

A. This Case Is Governed by the Catchall 4-Year Statute Of Limitations

Since the beginning of the Republic, courts have struggled with the appropriate statute of limitations for various federal acts. Stephen B. Burbank, *Of Rules and Decisions: The Supreme Court, Federal Rules and Common Law*, 63 Notre Dame L. Rev. 693, 693 (1988). Congress attempted to simplify the process by enacting a "catchall 4-year statute of limitations for actions arising under federal statutes" enacted after 1990. *Jones v. R.R. Donnelley & Sons Co.*, 541 U.S. 369, 371 (2004). Unless otherwise provided by law, "a civil action arising under an act of Congress enacted after [1990] may not be commenced later than 4 years after the cause of action accrues." 28 U.S.C. § 1658 (a). Under this statute, a cause of action "aris[es] under" a congressional act "if the plaintiff's claim against the defendant was made possible by a post-1990 enactment." *Jones*, 541 U.S. at 382. An amendment of an existing statute is sufficient to trigger this catchall statute of limitations. *Id.* at 381. For statute of limitations purposes, a claim accrues "when the plaintiff has a complete and present cause of action." *Gabelli v. Security Exch. Comm'n*, 568 U.S. 442, 454 (2013).

Before 1990, there was no mechanism for imposing back wages or civil money penalties under the H-2B program. *See* 8 U.S.C. §§ 1101 (a) (15) (H) (ii) (b) & 1184 (c). This enforcement action "aris[es] under" the REAL ID Act, Pub. L. No. 109-13, §404, 119 Stat. 302, 309 (May 11, 2005), *codified at* 8 U.S.C. § 1184 (c) (14). This statute authorized the Secretary of Homeland Security to pursue civil monetary penalties and "other remed[ies] authorized by law," 8 U.S. C § 1184 (c) (14) (A), and it authorized the Secretary of

Homeland Security to redelegate this authority to the Secretary of Labor, *id.* § 1184 (c) (14) (B). In every sense, this post-1990 enactment "made possible" the current enforcement action by authorizing it to proceed through redelegation in 2009 and implementing regulations in 2008. 29 C.F.R. § 503.1 (c) ("Role" of the Administrator is based on the DHS's delegated authority to DOL).

It is equally obvious that more than 4 years elapsed after the cause of action accrued. The 2008 H-2B regulations contain their own trigger for accrual. 20 C.F.R. § 655.65 (f) ("The provisions of this subpart become applicable on the date that the employer's labor condition application is certified and/or upon the date employment commences, whichever is earlier."). *See also* 20 C.F.R. § 655.21 (c) (mandatory record retention begins "from the date of the certification"). In this case, all of the employer-generated submissions and agency approvals in late 2012 and early 2013 were far more than 4 years before the determination letter in early 2018. In fact, the Administrator conducted his "final conference" at the conclusion of the investigation on November 22, 2013, Exhibits 5 & 6, which itself was more than 4 years before the determination letter. As a result, the Administrator had a complete and present cause of action that was ignored for more than 5 years.

B. Numerous Alternative Statutes of Limitations Have Also Long Expired

Even if it was possible for the Administrator to defeat the catchall § 1658 (a), there are a number of other candidates, all of which have expired. Long before § 1658 began simplifying the issue, the Rules of Decision Act had long provided that "The laws of the several states ... shall be regarded as rules of decision in civil actions in the courts of the United States, in cases where they apply." 28 U.S.C. § 1652. Under this statute, the

Supreme Court "has 'borrowed' what it considered to be the most analogous state statute of limitations to bar tardily commenced proceedings." *Board of Regents v. Tomanio*, 446 U.S. 478, 488 (1980).

In this case, Respondent is an Oregon-based company. Exhibit 2, at p. 25. Respondent contends that the most analogous statute empowers the State Labor Commissioner to enforce Oregon's wage and hour laws. Or. Rev. Stat. § 652.330 (1). DOL has often analogized to similarities under the federal FLSA. 80 Fed. Reg. 24042, 24062 (Apr. 29, 2015). Enforcement actions for overtime, premium pay, or penalties must be commenced within 2 years, Or. Rev. Stat. § 12.110 (3), and an enforcement action "for a forfeiture or penalty to the state or county shall be commenced within two years," id. § 12.110 (2).

Although the usual rule is to borrow from state law, courts have sometimes borrowed from federal law when it "clearly provides a closer analogy than available state statutes, and when the federal policies at stake and the practicalities of litigation make that rule a significantly more appropriate vehicle for interstitial lawmaking." *Lampf v. Gilbertson*, 501 U.S. 350, 356 (1991). Federal law might be regarded as sufficiently superior because there is no corresponding state-law visa program. *Administrator v. Alden Mgmt. Serv.*, 1996-ARN-3, slip op. at *6-7 (OALJ Nov. 3, 1998) (finding statute of limitations from H-1B program, rather than the Fair Labor Standards Act, should be applied to the H-1A program). In this instance, the H-2A program has a 2-year statute of limitations. 8 U.S.C. § 1188 (b) (2). DOL itself has often analogized to the similarities between the H-2A and H-2B programs. *See, e.g.*, 73 Fed. Reg. 78020, 78043 (Dec. 19, 2008). Under the 2008 rules, the most severe penalty, debarment from the H-2B program, must occur within 2 years, 20

C.F.R. § 655.31 (a) (2), and that date was chosen because of DOL's professed interest in tracking the H-2A program, 73 Fed. Reg. at 78043. Needless to say, it would be anomalous if less-severe penalties had a longer statute of limitations than the most-severe penalty. The analogy to federal immigration law is also strengthened because DOL has established a 3-year record retention requirement, 20 C.F.R. § 655.21 (c), after expressly considering and rejecting a 5-year retention that "would impose an unnecessary burden on small employers, especially those that are mobile or have a mobile component," 73 Fed. Reg. at 78023, which describes Respondent precisely. Another strong federal analogy can be drawn to the FLSA, which requires that less than "willful" violations must be filed within 2 years, and willful violations must be charged within 3 years. 29 U.S.C. § 255 (a).

Yet another relevant statute of limitations is contained in 28 U.S.C. § 2462, which provides that "an action, suit or proceeding for the enforcement of any civil fine, penalty, or forfeiture, pecuniary or otherwise, shall not be entertained unless commenced within five years from the date when the claim first accrued ...." It is well recognized that this statute may apply in enforcement actions. *Minnesota Mining & Mfg. v. Browner*, 17 F.3d 1453, 1457 (D.C. Cir. 1994); *Three Chimneys Farm*, 2013-T AE-00011, slip op. at *6, n. 10. Even back wages, which revert to the U.S. Treasury if unclaimed after 3 years, Wage and Hour Division, *Workers Owed Wages* < https://webapps.dol.gov/wow/ >, qualify as a "penalty," *Administrator v. Hotelmacher*, 2017-TAE-00010, slip op. at *4 (OALJ May 17, 2018).

Under any of these alternative statutes of limitations, the cause of action accrued long before the Administrator filed this determination letter on February 6, 2018. It is especially obvious that the Administrator had a "complete and present cause of action" well

outside of these various statutes because of the automatic trigger under the 2008 rules that attached on December 14, 2012, when DOL approved Respondent's labor certification.[4]

C. The Administrator Is Also Barred by Laches

Further, the Administrator is barred by the equitable doctrine of laches. Not only did the Administrator wait an inordinately lengthy time, but the delay substantially prejudiced Respondent. The witnesses have now dispersed and are beyond the subpoena power, and the mandatory record retention period has expired long ago. Moreover, since at least July, 2013, the prevailing wage data has been unavailable to the public, thereby thwarting Respondent's ability to defend the case.

IX. MR. MICHAEL BRAJEVICH IS NOT INDIVIDUALLY LIABLE

The Administrator has not made any determinations against Mr. Brajevich in his individual capacity. The determination letter indicates that the investigation was "of" the corporate entity, Butler Amusements, Inc. Exhibit 9, at pp. 092. It was "Butler Amusements" that "committed the [pertinent] violations" of the I-129 and #9142. *Id. See also* id. at 093 (Butler Amusements "violated" the I-129 and #9142); id. at 096 (same). Butler Amusements alone was responsible for placing the workers in the unauthorized

---

[4] The *Hotelmacher* case, without any supporting authority, concluded that the cause of action did not accrue until the workers were employed and the Administrator had the opportunity to investigate. 2017-TAE-00010, slip op. at *6. Not only did the decision ignore the special trigger under the 2008 H-2B rule, as well as the several statutes of limitations identified in this motion, but it also created its own definition of "accrual." *Id.* (cause of action did not accrue until "the violation had ... manifested in [a] discernible manner."] The whole purpose of extending a period of years to the Administrator is to perfect the facts through investigation, but no authority has ever indicated that the opportunity to do so must also be perfected by waiting until the investigation is optimal. Respondent was exposed to potential citations from the moment it signed and submitted an official document, Exhibit 2, at p. 32 ("I declare under penalty of perjury that I have read and review this application and that to the best of my knowledge the information contained therein is true and accurate."), regardless of whether the Administrator had availed himself of the power to investigate.

positions. *Id.* at 096. It was Butler Amusements that was "liable for any ongoing violations." *Id.* at 092. It was Butler Amusements that was responsible for paying the back wages and civil money penalties, and in the amounts listed, and within the time limit, unless Butler Amusements alone exercised its right and requested a hearing. If Butler Amusements failed to make a timely request for a hearing, the determination letter was final. If Butler Amusements failed to pay, then Butler Amusements could be debarred from the H-2B program. It was Butler Amusements that had been previously provided with the calculations. Butler Amusements alone was responsible for withholding appropriate deductions and paying contributions to the tax authorities.

In contrast to Butler Amusements, which the determination letter specifically inculpated 14 times, Mr. Brajevich was mentioned exactly once, and that is because he was the addressee and designated point of contact for the Respondent. There is no basis, as a matter of law, to believe that Mr. Brajevich should be designated in the case caption as an individual Respondent because the Administrator never intended to charge him with anything.

It is not surprising that the determination letter would be directed to Butler Amusements as the employer. Both the #9142 and the I-129 identified Butler Amusements, Inc., as the employer and Mr. Brajevich as the employer's contact. Exhibit 2, at pp. 025; Exhibit 3, at pp. 042. It is the "employer" that is subject to administrative action. 29 C.F.R. § 655.31 (a) (1).

CONCLUSION

For the foregoing reasons, Respondent prays that its motion for summary judgment be granted and that the parties submit a revised litigation plan in light of any issues that may remain.

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Attorney for Respondent

CERTIFICATE OF SERVICE

Respondent Butler Amusements, Inc. hereby certifies that on **June 18, 2018,** copies of the following:

1. Respondent's Opposed Motion for Summary Judgment
2. Proposed Order
3. Supporting Exhibits

Were mailed, and a copy was e-mailed, to:

Susan Seletsky
Office of the Solicitor
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350 South Figueroa Street, Suite 370
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Ph: (213) 894-4983
Fax: (213) 894-2064
seletsky.susan@dol.gov

And a copy was mailed to:
Judge Richard M. Clark
U.S. Department of Labor
Office of Administrative Law Judges

90 Seventh Street, Suite 4-800
San Francisco, California 94103-1516

Chief Docket Clerk
Office of Administrative Law Judges
800 K Street NW, Suite 400
Washington, DC 20001-8002

R. WAYNE PIERCE

EXHIBIT LIST

Exh. #	Description	Date	Bates p.
1.	ETA Form 9141	(Nov. 2, 2012)	001
2.	ETA Form 9142 and Attachments	(Dec. 14, 2012)	021
3.	I-129	(Dec. 17, 2012)	041
4.	I-797B Visa Approval Notice	(Jan. 4, 2013)	081
5.	Summary of Unpaid Wages	(Nov. 22, 2012)	083
6.	E-mail from Wayne Pierce re Summary of Final Conference	(Dec. 27, 2013)	085
7.	E-mail from Carrie Aguilar re Website for Wage Rates	(Feb. 25, 2014)	089
8.	Revised Summary of Unpaid Wages	(Feb. 25, 2014)	090
9.	Determination Letter	(Feb. 6, 2018)	092
10.	Instructions for 9141	(expired Oct. 31, 2012)	122
11.	Instructions for 9142	(expired Oct. 31, 2015)	127
12.	Instructions for I-129	(expired Oct. 31, 2013)	135
13.	Optional Checklist for I-129 H-2B Filing	(Nov. 27, 2012)	159
14.	E-Mail from Chicago National Processing Center to James Judkins	(Aug. 12, 2008)	163

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San Francisco, Ca

OFFICE OF THE ADMINISTRATIVE LAW JUDGES
UNITED STATES DEPARTMENT OF LABOR

ADMINISTRATOR, WAGE AND HOUR DIVISION, UNITED STATES DEPARTMENT OF LABOR, Prosecuting Party, v. BUTLER AMUSEMENTS, INC. and MICHAEL BRAJEVICH, an individual Respondents.	ADMINISTRATIVE PROCEEDING Case No. 2018-TNE-00019 **ADMINISTRATOR'S UNOPPOSED MOTION FOR EXTENSION OF TIME TO RESPONSE**

The undersigned attorney for the Administrator requests an extension of time to July 25, 2018 to file its Opposition to Respondents' Motion for Summary Judgment, with Respondents' Reply due seven days later, i.e., August 1, 2018.

The need for this Motion arose because of several unforeseen medical issues related to the family of the undersigned attorney. Dealing with those medical issues took unexpected amounts of time, energy and emotional wherewithal. That, combined with holiday leaves of coworkers has led to this Motion.

The parties have conferred and counsel for Respondent takes no position on the motion and does not intend to file a response provided that he has the opportunity to file his Reply to the Administrator's

Opposition.

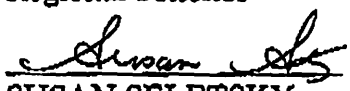
The Court has granted one extension of time already in these proceedings.

Dated: July 11, 2018

For the Administrator:

KATE S. O'SCANNLAIN
Solicitor of Labor

JANET M. HEROLD
Regional Solicitor



SUSAN SELETSKY
Attorney
Attorneys for the Administrator

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Start Time	07/11 12:13 PM
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Result	OK

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To: Maryann Ballard for AJ Clark
From: Maryvette Hoffman for Attorney Susan Seletsky
Fax#: (415) 625-2201
Date: 7-11-18

SUBJECT: Administrator's Unopposed Motion for Extension of Time to Response

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Judge Richard Clark
Office of Administrative Law Judges

By fax to: (415) 625-2201

July 12, 2018

Re: **Butler Amusements**:
OALJ Case No.: 2018-TNE-00019

The undersigned attorney confirms receipt of notice that the Court has granted her Motion to extend time for her response to the Opposed Motion for Summary Judgment to filed by Respondents to July 25, 2018, with the Reply from Respondents due seven calendar days later, i.e., August 1, 2018.

Daniel J. Chasek
Associate Regional Solicitor

By: /s/_____
Susan Seletsky
Counsel for FLSA Litigation

Cc: R. Wayne Pierce, fax number 410-573-9956

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Sheets	2
Result	OK

Opposition.

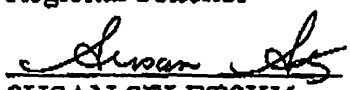
The Court has granted one extension of time already in these proceedings.

Dated: July 11, 2018

For the Administrator:

KATE S. O'SCANNLAIN
Solicitor of Labor

JANET M. HEROLD
Regional Solicitor



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To: Maryann Ballard for AJJ Clark

From: Maryvette Hoffman for Attorney Susan Seletsky

Fax#: (415) 625-2201

Date: 7-11-18

SUBJECT: Administrator's Unopposed Motion For Extension of Time to Response

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UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES
SAN FRANCISCO, CALIFORNIA

ADMINISTRATOR, WAGE & HOUR DIVISION, Prosecuting Party v. BUTLER AMUSEMENTS, INC.; MICHAEL BRAJEVICH, Respondents.	ALJ No. 2018-TNE-00019 WHD No. 1689932

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ADMINISTRATOR'S OPPOSITION TO RESPONDENTS' AMENDED MOTION FOR SUMMARY JUDGMENT

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INTRODUCTION

This case is about Respondents' abuse of the H-2B program and their bait-and-switch that harmed both the H-2B workers they brought to the United States and the U.S. workers they displaced. Respondents employed H-2B workers at jobs that were never identified, disclosed, reviewed or approved by the Department of Labor ("DOL") and Department of Homeland Security ("DHS"). Despite seeking amusement and recreation attendants to fulfill their purported temporary labor need, Respondents ultimately employed the H-2B workers they petitioned as mechanics, truck drivers, and ride supervisors and paid them less than what U.S. workers doing the same work earned. In doing so, Respondents harmed the U.S. workers who did not have the opportunity to apply for these jobs before they were offered to foreign workers and who faced downward wage pressure as a result of Respondents paying H-2B workers less to do the same job. Respondents also cheated H-2B workers who were paid less than they would have been, had Respondents followed the rules.

Respondents' legal defense of their visa abuse primarily consists of two main arguments. First, Respondents maintain that the 2008 H-2B regulations that the Administrator is enforcing are unenforceable. As an initial matter, as the Administrative Review Board ("ARB") has held, the validity of DOL regulations cannot be determined in administrative proceedings, foreclosing a decision by this tribunal on this point. *See Adm'r, Wage & Hour Div. v. Peroulis & Sons Sheep, Inc.*, ARB Nos. 14-076, 14-077, 2016 WL 4942416, at *5 (ARB Sept. 12, 2016). Indeed, despite making this argument, Respondents themselves concede that this tribunal lacks jurisdiction to rule on the validity of regulations and can only follow them. *See* Mot. at 11 (citing *Prince v. Westinghouse Savannah River Co.*, ARB No. 10-079, 2010 WL 4918429, at *5 (ARB Nov. 17, 2010)).

Second, Respondents insist that they were not aware that the H-2B regulations bound them to employ the H-2B workers for the need they specified in their applications. This argument borders on frivolous. The H-2B regulations plainly require a truthful and accurate statement of the employer's temporary need for a particular type of labor or services. 20 C.F.R. § 655.22(n) (2009); *see also id.* § 655.6 (2009); 8 C.F.R. § 214.2(h)(6)(ii) (2012) (defining temporary need). They also require employers to pay H-2B workers the prevailing wage for that type of job, and provide them working conditions that are normal for that job. *See* 20 C.F.R. § 655.22(a), (e) (2009). If employers were allowed to petition for H-2B workers for one type of job, but then actually employ them at another, it would turn the entire program into a sham.

Continuing their bait-and-switch conduct, many of the remaining arguments Respondents raise in their Motion concern factual disputes, despite their previous representation to this tribunal and the Administrator that this Motion would concern only legal questions. As with their representations as part of the H-2B program, Respondents must be held to their word. To the extent that Respondents seek summary judgment based on factual issues, the Motion must be denied as premature.

Respondents' exploitation of the H-2B program and the workers they employed through it is plainly actionable. Respondents' summary judgment motion must be denied.

STATUTORY AND REGULATORY FRAMEWORK

The H-2B visa program is a voluntary program that permits employers to hire nonimmigrant foreign workers to come temporarily to the United States and perform non-agricultural work on a one-time, seasonal, peak load, or intermittent basis. 8 U.S.C. § 1101(a)(15)(H)(ii)(b); 20 C.F.R. Part

655, Subpart A (2009).[1] The H-2B program is designed to address only employers' temporary labor needs. It is also designed to prevent adverse impacts on U.S. workers and abuses of H-2B workers. The process of applying for H-2B workers involves many steps designed to ensure that the H-2B program serves these goals.

To apply for H-2B workers, employers must go through the labor certification process with DOL and then obtain H-2B visas through DHS and the Department of State. The labor certification process at DOL begins with employers first obtaining a prevailing wage determination. 20 C.F.R. § 655.10 (2009). In broad strokes, the prevailing wage is the average wage that workers in a particular occupation and geographic area are paid. *See id.* § 655.10(b). H-2B employers must offer and pay the highest of the prevailing wage or the applicable federal, state, or local minimum wage, which is defined as the "offered wage." 20 C.F.R. § 655.22(e) (2009). The purpose of the offered wage requirement is to prevent employers from driving down wages in the United States by paying foreign workers less than similarly employed workers. *See id.*

To avoid this adverse impact on U.S. workers, an accurate description of the duties the workers will be performing is critical. After obtaining a prevailing wage determination, the employer must submit an Application for Temporary Employment Certification ("TEC" or "ETA Form 9142") and recruitment report to DOL's Employment and Training Administration ("ETA"). 20 C.F.R. § 655.20 (2009). The TEC asks for, among other things, a description of the employer's "temporary need" for foreign workers. The key question is whether the employer's "need for the

[1] This case is brought under the substantive provisions of the 2008 H-2B Regulations, which were finally promulgated on December 19, 2008. Labor Certification Process and Enforcement for Temporary Employment in Occupations Other Than Agriculture or Registered Nusing in the United States (H-2B Workers), and Other Technical Changes, 73 Fed. Reg. 78,020 (Dec. 19, 2008). The Administrator cites to the 2009 C.F.R. because the regulation became effective and was codified into the Code of Federal Regulations in 2009.

duties to be performed by the employee(s) is temporary." 8 C.F.R. § 214.2(h)(6)(ii) (2012); *see also* 20 C.F.R. § 655.6 (2009) (cross-referencing DHS's definition of "temporary need" at 8 C.F.R. § 214.2(h)(6)(ii)).

Demonstrating the importance of this information, the employer must certify on the TEC, *under penalty of perjury*, that the information contained on the TEC is true and accurate. *See* Resp't Exh. 2 at 31-32 (ETA Form 9142, Appendix B.1). In submitting the TEC, an employer represents that it acknowledges and accepts each obligation of the H-2B program. 20 C.F.R. § 655.65(f) (2009). This includes the obligation to truthfully and accurately state "the dates of temporary need, reason for temporary need, and the number of positions being requested." *Id.* § 655.22(n) (2009). The employer must also certify that it attempted to recruit U.S. workers to fill those jobs and none were available. *Id.* § 655.22(c) (2009). The employer is also obligated to offer a wage on the TEC that equals or exceeds the highest of the prevailing wage or the applicable federal, state, or local minimum wage, and to pay that wage for the duration of the certified time period. *Id.* § 655.22(e) (2009). By submitting a TEC, an employer also takes on the obligation to provide working conditions that are normal in the industry for the type of jobs for which they are seeking certification. *See id.* § 655.22(a) (2009) (requiring employers to offer "terms and working conditions normal to U.S. workers similarly employed in the area of intended employment, meaning that they may not be unusual for workers performing the same activity in the area of employment").

These obligations prevent employers from using the H-2B program to depress the U.S. labor market. In order for the government to ensure that employers are complying with these obligations, it is crucial to know what job the workers will be performing, as an employer's temporary need, the offered wage requirement, and the obligation to provide normal working conditions can vary from job to job.

If an employer receives the labor certification from DOL, the employer then submits DHS Form I-129 to petition for H-2B visas for its workers. The TEC is a required component of the petition. *See* Resp't Exh. 12 at 144. By submitting DHS Form I-129, the employer re-affirms its acceptance of its obligations under the H-2B program. 20 C.F.R. § 655.65(f) (2009); *see also* Resp't Exh. 3 at 55 (signature page for H Supplement to DHS Form I-129 containing statement, "By filing this petition, I agree to the conditions of H-2A/H-2B employment and agree to the notification requirements."). Once the petition is approved and visas are issued, H-2B workers can enter the United States to perform the jobs approved by DOL and DHS.

Section 214(c)(14) of the INA gives DHS the authority to impose administrative remedies where the Secretary of DHS finds "a substantial failure to meet any of the conditions of the petition to admit . . . a nonimmigrant worker under [8 U.S.C. § 1101(a)(15)(H)(ii)(b)] or . . . a willful misrepresentation of a material fact in such petition." 8 U.S.C. § 1184(c)(14)(A). The INA further authorizes the Secretary of DHS to delegate this enforcement authority to the Secretary of Labor. 8 U.S.C. § 1184(c)(14)(B). DHS has delegated to the Secretary of Labor its authority "to enforce compliance with the conditions of a petition and Department of Labor-approved temporary labor certification to admit or otherwise provide status to an H-2B worker." 8 C.F.R. 214.2(h)(6)(ix). This enforcement authority has been further delegated within DOL to the Administrator of the Wage and Hour Division. *See* Sec'y of Labor Order No. 01-2014 ¶ 5.A(10) (Dec. 19, 2014) (delegating authority to enforce 8 U.S.C. § 1184(c)(14), "relating to assuring employer compliance with the terms and conditions of employment under the temporary alien labor certification program in occupations other than agriculture or registered nursing (H–2B visas)").

STATEMENT OF UNDISPUTED FACTS

In late 2012, Respondents submitted an H-2B Application for Temporary Employment Certification (ETA Form 9142) to employ 246 amusement and recreation attendants for its February-October 2013 season. Resp't Exh. 2 at 24. In the Temporary Need Information section of the form, Respondents listed "Amusement and Recreation Attendants – Traveling Ca[rnival]" as the job title and "Amusement and Recreation Attendants" as the SOC (ONET/OES occupation title). With respect to the specific job offer being made, Respondents again listed "Amusement and Recreation Attendants – Traveling Ca[rnival]" as the job title. *Id.* at 26. Respondents stated that the job duties would be to

> Perform variety of attending duties at amusement facility (traveling carnival). Set-up, tear-down, operate amusement rides, food concessions and/or games.

Id. Respondents represented that the workers would not supervise other employees. *Id.* Respondents also represented that no specific licenses or certifications were required for the job, except for a drug and criminal background check. *Id.* at 27.

Respondent Michael Brajevich, Butler Amusement's CEO, signed Appendix B.1 to ETA Form 9142, declaring under penalty of perjury that the information contained in the application was true and accurate. *Id.* at 32. By virtue of his signature, Respondents specifically attested that "[t]he dates of temporary need, reason(s) for temporary need, and number of worker positions being requested for certification has been truly and accurately stated on the application." *Id.*

On December 14, 2012, DOL issued a labor certification letter "[b]ased on the documentation and attestations provided by the employer." Resp't Exh. 2 at 1. Specifically, DOL certified "that a sufficient number of able, willing and qualified U.S. workers have not

been identified as being available at the time and place needed to fill the job opportunities for which certification is sought, and the employment of the H-2B temporary workers in such labor or services will not adversely affect the wages and working conditions of U.S. workers." *Id.*

On December 17, 2012, Respondents submitted DHS Form I-129, seeking H-2B visas for 246 unnamed individuals. When asked in Part 5 for the workers' job title, Respondents again stated, "Amusement and Recreation Attendants." Resp't Exh. 3 at 47. Respondents' Form I-129 was approved by DHS on January 4, 2013. Resp't Exh. 4.

The Administrator, Wage and Hour Division ("Administrator") subsequently opened an investigation of the period from February 1 to April 24, 2013. Resp't Exh. 9 at 92. The investigation found that, contrary to Respondents' representations above, nine of the workers were not carnival attendants at all, but were machine shop mechanics, truck drivers, and ride supervisors.[2] Resp't Exh. 6 at 85-86. Also contrary to their representations that the workers would not be supervisors, some were supervisors. *Id.* In addition, the truck drivers were required to have commercial driver's licenses, which contradicted Respondents' representation that no specific skills or licenses were required. Resp't Exh. 2 at 27. Further, the investigation found that Respondents paid the nine workers less than the Respondents would have been obligated to offer and pay had Respondents been truthful on the TEC and DHS Form I-129 from the start. *See* Resp't Exh. 8.

[2] The investigation also found that a tenth H-2B worker was employed as an office administrative worker, rather than an amusement and recreation attendant. *See* Resp't Exh. 6 at 85. However, the Administrator is not pursuing that claim in this proceeding.

PROCEDURAL HISTORY

On February 6, 2018, the Administrator issued a Determination Letter. Resp't Exh. 9. The Administrator determined that Respondents Michael Brajevich and Butler Amusements, Inc. substantially failed to comply with the requirement to provide proper job classification information on ETA Form 9142 and DHS Form I-129. Resp't Exh. 9 at 92.[3] Specifically, the Administrator found that Respondents violated 20 C.F.R. § 655.22(n) (2009) and failed to comply with Attestation #13 on ETA Form 9142, both of which require a truthful and accurate representation of the employer's temporary need for workers. *Id.* at 96; *see also* 20 C.F.R. § 655.22(n); Resp't Exh. 2 at 32. Relatedly, the Administrator further found that Respondents failed to provide accurate information in Part 5, Question 1 of DHS Form I-129, which asks for the job title of the H-2B workers for whom Respondents was seeking visas. Resp't Exh. 9 at 96. Based on its findings, the Administrator ordered Respondents to pay $24,987.60 in back wages to the affected H-2B workers and assessed a $10,000 civil money penalty. *Id.*

Respondents requested a hearing before an ALJ. This tribunal issued a Notice of Hearing and Pre-Hearing Order on March 28, 2018. On May 9, 2018, the tribunal held a status conference during which the parties requested a stay of discovery so that Respondents could brief some specific legal issues, i.e., the Administrator's authority to enforce the 2008 H-2B regulations, the Administrator's authority to recover back wages in this case, and whether the misclassification was substantial. *See* Joint Request for Status Conference Regarding Discovery Plan (Apr. 25, 2018) (listing legal issues); Order Vacating Hearing, Staying Proceedings and Setting Briefing Schedule (May 9, 2018). Later that day, this tribunal issued an order vacating

[3] The February 6, 2018 Determination Letter replaced a January 29, 2018 determination letter. *See* Resp't Exh. 9 at 92.

the deadlines set forth in the Notice of Hearing and staying discovery to allow time for the parties to "litigate[] the legal issues." *See* Order Vacating Hearing, Staying Proceedings and Setting Briefing Schedule (May 9, 2018). Respondents filed their amended Motion for Summary Judgment on June 18, 2018. This brief is the Administrator's response to Respondents' Motion.

ARGUMENT

Because no discovery has occurred and because Respondents expressly seek a decision only on "certain legal issues,"[4] Respondents necessarily concede for purposes of this Motion that they employed workers they claimed they needed as "Amusement and Recreation Attendants" as machine shop mechanics, truck drivers, and ride supervisors. *See* Mot. at 1. As explained below, this obvious misuse of H-2B workers is plainly actionable, and this enforcement action is timely.

Insofar as Respondents seek a decision on factual matters—including whether they acted willfully; the appropriate amount of back wages; and whether Mr. Brajevich is liable personally—that is beyond the scope of what the parties and the tribunal contemplated when the tribunal stayed discovery. Because discovery has not yet taken place, summary judgment on any factual issues is premature.

[4] Given the focus on legal issues, the Administrator agrees that the standard of review is *de novo*. *See U.S. Dep't of Labor v. Barry's Ground Cover*, ARB No. 12-079, 2014 WL 469277, at *2 (ARB Jan. 16, 2014) ("The [ARB] exercises de novo review of legal issues."). The Administrator does not agree, however, that WHD is operating outside of its area of expertise. *See* Mot. at 5. As discussed above, DHS delegated to the Secretary of Labor its authority "to enforce compliance with the conditions of a petition and Department of Labor-approved temporary labor certification to admit or otherwise provide status to an H-2B worker." 8 C.F.R. 214.2(h)(6)(ix).

I. Providing inaccurate information regarding H-2B employees' job duties violates the INA and the 2008 H-2B Regulations.

A. The INA and the 2008 H-2B Regulations require the sponsoring employer to provide complete and truthful information regarding the H-2B employees' job duties.

To fulfill its purpose of providing temporary foreign labor only where there is a demonstrated temporary need, the H-2B program requires employers to provide a complete and truthful account of that need. When an employer—like Respondents here—fail to do so, both foreign and U.S. workers are harmed, along with the other law-abiding businesses that are disadvantaged competitively by a cheating employer's misconduct. These harms are plainly actionable under the INA and the related H-2B regulations.

The H-2B program is only for workers who, "having a residence in a foreign country which he has no intention of abandoning . . . [,] is coming temporarily to the United States to perform other [(i.e., non-agricultural)] temporary service or labor if unemployed persons capable of performing such service or labor cannot be found in this country." 8 U.S.C. § 1101(a)(15)(H)(ii)(b). Specifically, H-2B workers can only work in the United States on a temporary basis and can only be used to address an employer's temporary need for a particular type of labor or services. *See Matter of Artee Corp.*, 18 I. & N. Dec. 366, 367 (BIA 1982) (explaining two "temporary" requirements). Thus, when applying for permission to hire H-2B workers, employers are required to explain the temporary nature of their need for the work they want the H-2B workers to perform. *See* 20 C.F.R. § 655.22(n) (2009) (the employer's "dates of temporary need, reason for temporary need, and number of positions" must be "truly and accurately stated on the application").

Respondents argue that their obligation to represent their temporary need accurately does not preclude their use of H-2B workers for unstated purposes and that, even if it did, they did not realize that this is the case. This argument borders on frivolous. Contrary to Respondents' argument that

temporary need "has nothing whatsoever to do with . . . the comprehensiveness of the job-duty description," Mot. at 20, temporary need has everything to do with the job duties of the H-2B workers perform. The regulations and the applicable case law make clear that "temporary need" is determined based on whether the employer's "need for the *duties* to be performed by the employee(s) is temporary," not just whether the worker will be in the United States temporarily. 8 C.F.R. § 214.2(h)(6)(ii) (2012) (emphasis added); *Matter of Artee Corp.*, 18 I. & N. Dec. at 367; *see also* 20 C.F.R. § 655.6 (2009) (cross-referencing DHS's definition of "temporary need" at 8 C.F.R. § 214.2(h)(6)(ii)).[5] Indeed, 20 C.F.R. § 655.21 spells out what the employer needs to have in its statement of temporary need, including "an explanation regarding why *the nature of the employer's job opportunity* and number of foreign workers being requested for certification reflect a temporary need." *Id.* § 655.21(a)(2) (emphasis added). Thus, in order to accurately describe its temporary need, an employer must provide an accurate description of the job duties it needs its prospective H-2B workers to perform. An employer who fails to accurately describe the workers' job duties cannot provide an accurate description of its temporary need, which violates 20 C.F.R. § 655.22(n) and the INA, 8 U.S.C. § 1184(c)(14)(A) (authorizing remedies to be imposed for any "substantial failure[s] to meet any of the conditions of the petition to admit . . . a nonimmigrant worker under [8 U.S.C. § 1101(a)(15)(H)(ii)(b)] or . . . a willful misrepresentation of a material fact in such petition").

[5] The regulatory definition of temporary need has been publicly available for many years. Accordingly, Respondents' disingenuous contention that they lacked notice that they had to accurately describe the workers' job duties in their applications should be rejected. *See* Mot. at 20-22.

B. Whether Respondents failed to truthfully and accurately state its temporary need is a factual issue not within the scope of Respondents' summary judgment motion on legal issues.

As already explained, Respondents' violations stem from employing H-2B workers in jobs not disclosed on ETA Form 9142 and DHS Form I-192. *See* 8 U.S.C. § 1184(c)(14)(A); 20 C.F.R. § 655.22(n) (2009). To impose remedies other than civil money penalties, such as equitable remedies and back wages, the Administrator only needs to show that there was "a violation" of the H-2B program requirements. *See id.* § 655.65(i) (2009). As relevant here, civil money penalties are available "for any substantial failure to meet the conditions provided in the H–2B *Application for Temporary Employment Certification* or the DHS Form I–129, Petition for a Nonimmigrant Worker for an H–2B worker or successor form, or any willful misrepresentation in the application or petition." 20 C.F.R. § 655.65(c) (2009). A "substantial failure" is "a willful failure that constitutes a significant deviation from the terms and conditions of the labor condition application or the DHS Form I-129, Petition for a Nonimmigrant Worker for an H-2B worker or successor form." *Id.* § 655.65(d) (2009); *see also* 8 U.S.C. § 1184(c)(14)(D). A "willful failure" is "a knowing failure or a reckless disregard with respect to whether the conduct was contrary to sec. 214(c) of the INA, or this subpart." 20 C.F.R. § 655.65(e) (2009).[6]

[6] Respondents misstate the legal standard for H-2B program violations. Contrary to Respondents' assertions, the Administrator does not need to prove there was a "pattern or practice" of violations. That only applies to debarment proceedings under § 655.31. *See* 20 C.F.R. § 655.31(d)(1) (2009) (defining "substantial violation" "[f]or the purposes of this section"). The "minor and incidental" rule similarly applies only to debarment proceedings. *See id.* § 655.31(d)(1)(v) (2009). As for Respondents' argument that job duties are "minor" when they occupy less than 20% of the total time spent on certified job duties, the 20% rule does not appear in the H-2B regulations at all. Rather, it was a feature of the H-2A debarment regulation. *See* 20 C.F.R. § 655.118(d)(1)(v) (2009). Its conspicuous absence from the H-2B regulations suggests that it does not apply to the H-2B program. Even if it did, the 20% rule is that the minor and incidental job activities must constitute less than 20% of the total time a worker works on the certified job duties. It does not allow an employer, for example, to assign 20% of its workforce full-time to non-certified job duties. If it did, it would make a mockery of the

Here, Respondents seek summary judgment on whether there were any violations at all, and if so, whether they were substantial or willful. These are factual issues outside the scope of Respondents' summary judgment motion on legal issues. While Respondents purport to dispute the Wage and Hour Division's ("WHD's") findings that nine H-2B workers worked as machine shop mechanics, truck drivers, and ride supervisors and not as attendants, Respondents offer no evidence to support their story. This is not surprising given that, as already explained, Respondents' motion was intended only to address legal issues. Mot. at 23 n.3 ("Needless to say, Respondent factually disputes that the Administrator's alternative job codes describe the work performed by the H-2B workers, but that fact issue is for another day."). Similarly, Respondents recognize that there is a factual dispute as to whether their conduct was willful. *See id.* at 23 (acknowledging "an issue of fact whether Respondent could reasonably rely on the professional advice of its H-2B agent"). Thus, this tribunal should deny summary judgment on these issues.

II. The 2008 H-2B regulations are enforceable in this case.

Respondents raise a host of reasons why they believe DOL's 2008 H-2B regulations can no longer be enforced. *See* Mot. at 6-17. Respondents' tired and scattershot arguments should be rejected in their entirety.

A. *Perez v. Perez* does not bar the Administrator from applying the 2008 Rule in this case.

1. The *Perez* injunction does not apply to Respondents' labor certification, which was issued prior to April 30, 2015.

Respondents argue that DOL's 2008 H-2B regulations are unenforceable because they were vacated by a federal district court on March 4, 2015, even though the district court

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requirement that the employer accurately state the date for temporary need, its reason for temporary need, and the number of job positions. *See* 20 C.F.R. § 655.22(n) (2009).

subsequently clarified on September 4, 2015 that its injunction against enforcement of the 2008 H-2B regulations did not apply retroactively to labor certifications issued before April 30, 2015 (the injunction's effective date). Mot. at 11-16; *Perez v. Perez*, No. 14-cv-682, ECF No. 62 (N.D. Fla. Sept. 4, 2015) (attached as Exh. A).[7]

This tribunal has considered and rejected the *Perez* argument from a carnival employer before and should do so again in this case. Like in *Guadagno*, this proceeding falls squarely "within the safe harbor of non-retroactivity" because Respondents' labor certification was issued well before April 30, 2015. *Adm'r, Wage & Hour Div. v. Guadagno*, ALJ No. 2016-LCA-00035, slip op. at 3-5 (ALJ June 12, 2017) (ALJ Clark) (attached as Exh. B) (quoting *Adm'r, Wage & Hour Div. v. St. Louis Select Landscaping, Inc.*, ALJ No. 2017-TNE-00003, slip op. at 5-6 (ALJ May 2, 2017)); *see also* Resp't Exh. 9 at 102 (labor certification letter dated December 14, 2012). The *Perez* injunction thus does not apply to this case.

[7] By way of background, on March 4, 2015, the United States District Court for the Northern District of Florida vacated DOL's 2008 H-2B regulations and permanently enjoined DOL from enforcing them. *Perez*, ECF No. 14, at 7-8 (attached as Exh. C). On April 29, 2015, DOL and DHS jointly issued new H-2B regulations ("2015 Rule" or "2015 H-2B regulations"). Temporary Non-Agricultural Employment of H-2B Aliens in the United States, 80 Fed. Reg. 24,042 (Apr. 29, 2015). On August 28, 2015, the plaintiff in *Perez* filed a motion to clarify that the district court's permanent injunction did not apply "retroactively" and did not "enjoin DOL from using its enforcement powers [under the 2008 H-2B regulations] to ensure compliance with the terms and conditions of work promised in the labor certifications approved prior to the effective date of the Court's injunction." *Perez*, ECF No. 58, at 2, 4 (attached as Exh. D). On September 4, 2015, the court granted the plaintiff's motion, clarifying that "the permanent injunction was not intended to, and does not, apply retroactively." *See Perez*, ECF No. 62 (Exh. A). In a subsequent filing in the *Perez* case, DOL explained that, despite the district court's March 4, 2015 vacatur of the 2008 H-2B regulations, DOL interpreted the district court's September 4, 2015 order as "permitting DOL to enforce compliance with the employer obligations and terms and conditions of H-2B employment imposed by the 2008 Rule, including the terms and conditions contained in labor certifications issued pursuant to that rule before the district court's permanent injunction took effect on April 30, 2015." *Perez*, ECF No. 64, at 2 (Sept. 17, 2015) (attached as Exh. E).

Respondents' arguments against DOL's interpretation of the *Perez* district court orders are internally conflicting and ultimately unpersuasive. Respondents contend that the *Perez* district court had no basis under Federal Rule of Civil Procedure 60 to modify the March 4, 2015 vacatur of the 2008 H-2B regulations and that the original March 4, 2015 vacatur makes the 2008 H-2B regulations unenforceable, despite the district court's subsequent, September 4, 2015 modification of the injunction. Mot. at 12-15. In making these arguments, Respondents seem to invite this tribunal to overrule the plain language in the federal district court's September 4, 2015 ruling. However, as Respondents themselves note, only the Northern District of Florida district court itself can interpret its own rulings and the ARB—and, therefore, the ALJs—can only "adhere to" and not "interpret" a federal court's decisions. Mot. at 15-16.[8] Respondents also allege that the Administrator's interpretation of the September 4, 2015 clarification order is a rule that must be adopted through notice-and-comment procedures. Mot. at 14. This tribunal does not have the authority to adjudicate this type of Administrative Procedure Act-based challenge. *See Peroulis & Sons Sheep*, 2016 WL 4942416, at *5 (describing the ARB's authority to rule on employer's argument that a field memorandum was a substantive rule requiring notice and comment as "uncertain").

As it did in *Guadagno*, this tribunal must adhere to the district court's most recent, September 4, 2015 decision. *See Guadagno*, ALJ No. 2016-LCA-00035, slip op. at 3-5 (ALJ June 12, 2017). This decision allows DOL to enforce the 2008 H-2B regulations in cases where

[8] Respondents also proclaim that "[t]he fact that the Administrator has not gone back to the federal court to clarify the clarification says it all," without explaining what that says about anything in this case. *See* Mot. at 16.

the labor certification was issued before the effective date of the *Perez* injunction, regardless that the determination letter was issued afterwards.

2. The *Perez* injunction does not apply to violations of the conditions of DHS's I-129 petition.

Perez v. Perez does not bar this case for the further reason that DHS's delegation of authority to DOL to enforce compliance with the conditions of the I-129 petition was not affected in any way by the *Perez* injunction. Section 214(c)(14) of the Immigration and Nationality Act (INA) provides that DHS may impose administrative remedies where the Secretary of DHS finds "a substantial failure to meet any of the conditions of the petition to admit . . . a nonimmigrant worker under [8 U.S.C. § 1101(a)(15)(H)(ii)(b)] or . . . a willful misrepresentation of a material fact in such petition." 8 U.S.C. § 1184(c)(14)(A). The INA further authorizes the Secretary of DHS to delegate this enforcement authority to the Secretary of Labor. 8 U.S.C. § 1184(c)(14)(B). Effective January 18, 2009, DHS delegated to the Secretary of Labor its enforcement authority for the H-2B program. 8 C.F.R. 214.2(h)(6)(ix) ("The Secretary of Labor may investigate employers to enforce compliance with the conditions of a petition and Department of Labor-approved temporary labor certification to admit or otherwise provide status to an H-2B worker."). This enforcement authority has been further delegated within DOL to the Administrator of WHD. *See* Sec'y of Labor Order No. 01-2014 ¶ 5.A(10) (Dec. 19, 2014) (delegating authority to enforce 8 U.S.C. § 1184(c)(14), "relating to assuring employer compliance with the terms and conditions of employment under the temporary alien labor certification program in occupations other than agriculture or registered nursing (H–2B visas)").

As Respondents themselves concede, *see* Mot. at 31, because this DHS delegation of authority pursuant to the terms of the INA flows directly from the statute, it is not dependent

upon the validity of DOL's 2008 regulations at 20 C.F.R. Part 655, subpart A, implementing the H-2B program. The delegation of authority provides an independent basis, separate and apart from those regulations, for the Administrator to enforce H-2B employers' compliance with the terms of DHS Form I-129 and to impose remedies with regard to a substantial failure to meet any of the conditions of the petition. The current proceeding is based on the Administrator's determination that Respondents substantially failed to meet a condition of its I-129 petition—the obligation to provide truthful and accurate information about the type of work Respondents' H-2B workers would be performing in the United States.[9] For this reason as well, Respondents' motion should be denied.

B. ALJs lack the authority to rule on the validity of the 2008 H-2B regulations.

Besides *Perez v. Perez*, Respondents raise numerous other arguments against the 2008 H-2B regulations are unenforceable. All of them are wrong and should be rejected.

First, Respondents argue that DHS improperly delegated authority to DOL, citing *G.H. Daniels III & Assocs., Inc. v. Perez*, 626 F. App'x 205 (10th Cir. 2015) (unpub.). Mot. at 16. *G.H. Daniels III* is an unpublished decision with no precedential value, and is not binding on the ARB or this tribunal. Moreover, this tribunal lacks authority to rule on Respondents' argument. It is well-settled that the OALJ lacks jurisdiction to rule on the validity of the Department's regulations. 29 C.F.R. § 8.1 (providing that the ARB "shall not have jurisdiction to pass on the validity of any portion of the Code of Federal Regulations which has been duly promulgated through notice and comment by the Department of Labor and shall observe the provisions thereof, where pertinent, in its decisions"); *see also Peroulis & Sons Sheep*, 2016 WL 4942416,

[9] Because employers are required to submit ETA Form 9142 as part of its DHS Form I-129 petition, *see* Exh. 12 at 144, the Administrator submits that Respondents' failure to provide accurate job descriptions on ETA Form 9142 constitute a failure to comply with the terms and conditions of the DHS Form I-129 as well.

at *5 (ARB Sept. 12, 2016) (holding that "[t]he ARB is not permitted to rule on the validity of DOL regulations) (citing *Thunder Basin Coal Co. v. Reich*, 510 U.S. 200, 215 (1994); Secretary's Order 02-2012, 77 Fed. Reg. 69,378 (Nov. 16, 2012)). As the ARB is not permitted to rule on the validity of DOL regulations, it follows that an ALJ may not rule on the validity of DOL regulations, either.

Second, Respondents contend that the 2008 H-2B regulations cannot be enforced because they have been replaced by the 2015 H-2B regulations. Mot. at 10-12. This argument, like the others, should be rejected. The promulgation of revised regulations does not mean that previous regulations cannot be enforced in cases arising before the promulgation of the revised regulations. For instance, the 2015 regulations provide that Applications for Prevailing Wage Determination and Applications for Temporary Employment Certification submitted before April 29, 2015 (the effective date of the 2015 regulations) would be processed under the 2008 regulations. *See* 20 C.F.R. § 655.4(a), (c). Here, under the same logic, Respondents' Application for Temporary Employment Certification (ETA Form 9142) is subject to the substantive provisions of the 2008 regulations because it was filed and the labor certification was granted before April 29, 2015, when the 2015 regulations became effective. This is particularly so because the *Perez v. Perez* court clarified on September 4, 2014 that its March 4, 2015 injunction against the enforcement of the 2008 regulations was not retroactive.[10]

[10] The Administrator is, however, applying the procedural provisions of the 2015 regulations to this case because it is required by the 2015 regulations. 29 C.F.R. § 503.40(b) (applying administrative appeal procedures "regardless of the date of violation"). To the extent Respondents are challenging the validity of the 2015 regulations, *see* Mot. at 17-18, the ALJ is not authorized to address that issue. 29 C.F.R. § 8.1. Also, under Supreme Court precedent, there is no impermissible retroactive effect when using such procedural rules that impose no new duties, liabilities, or obligations. *See, e.g., Landgraf v. USI Film Prods.*, 511 U.S. 244, 280 (1994) (a statute or rule has an impermissible retroactive effect only where "it would impair

Third, Respondents contend that, under 20 C.F.R. § 655.75(c) (2009) and 29 C.F.R. § 503.50(c) (2015), the Administrator cannot challenge ETA's prevailing wage determinations or job classifications. Mot. at 19. Respondents' argument is misleading. The Administrator does not allege that ETA assigned the wrong occupational code or prevailing wage to the jobs described in Respondents' application. Rather, the Administrator alleges that Respondents misrepresented their H-2B workers' job duties on the TEC and then used the H-2B workers for unauthorized jobs that would have been subject to a higher prevailing wage had Respondents been truthful at the outset.[11]

III. Back wages are an appropriate remedy under 20 C.F.R. § 655.65(i).

The Administrator seeks back wages for the H-2B workers, which represent the amount they should have received had Respondents truthfully identified them as machine shop mechanics, truck drivers, and ride supervisors rather than amusement and recreation attendants. Had Respondents done so, they would have been obligated to offer the prevailing wage for those jobs, which WHD's investigation found to be higher than the wages Respondents actually paid to the affected workers. *See* 20 C.F.R. § 655(e) (2009); Resp't Exh. 8.

The Administrator has broad authority to impose appropriate remedies. In particular,

> [i]f the WHD Administrator finds a violation of the provisions specified in this subpart, the Administrator may impose such other administrative remedies as the Administrator determines to be appropriate, including reinstatement of displaced U.S. workers, or other appropriate legal or equitable remedies. If the WHD Administrator finds that an employer has not paid wages at the wage level specified

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rights a party possessed when he acted, increase a party's liability for past conduct, or impose new duties with respect to transactions already completed").

[11] Moreover, the regulations cited by Respondents in support of their argument are inapposite. They apply only to prevailing wage determinations "obtained by the Administrator from OFLC during the investigation." 20 C.F.R. § 655.75(c) (2009); *see also* 29 C.F.R. § 503.50(c) (2015). They do not apply to the prevailing wage determinations issued in other contexts, such as during the labor certification process, prior to any WHD investigation.

> under the application and required by § 655.22(e), the Administrator may require the employer to provide for payment of such amounts of back pay as may be required to comply with the requirements of § 655.22(e).

20 C.F.R. § 655.65 (2009). This regulation plainly permits the Administrator's pursuit of back wages for Respondents' use of H-2B workers for duties outside the scope of those for which they were petitioned.

Respondents argue that this provision permits the Administrator to recover back wages only up to the level of the offered wage for the jobs identified by an employer in its application. Mot. at 28. However, the regulation's plain language belies Respondents' overly narrow interpretation. As Respondents themselves acknowledge, *see* Mot. at 28 n.3, the first sentence of subsection (i) gives the Administrator broad powers to impose appropriate administrative, legal, or equitable remedies. The last sentence identifies a type of violation for which the Administrator may recover back wages (violations of § 655.22(e)), but the Administrator is not alleging a violation of § 655.22(e) in this case. Thus, the last sentence puts no limitations on what remedies are allowed in this case.

The remaining issues Respondents raise regarding the Administrator's back pay demand are factual, not legal issues, and are inappropriate for this summary judgment motion. For example, Respondents complain that the Administrator's back wage calculations assume every worker worked 40 hours per week in the higher-wage job. *See* Mot. at 29. The number of hours the workers performed the higher-wage job activities is a factual issue subject to discovery. Indeed, Respondents contradict themselves about how many hours the workers worked. Their TEC stated that its workers would be working 40 hours per week. Resp't Exh. 2 at 26. Respondents now seem to claim that some of its workers did not work 40 hours per week. *See* Mot. at 29 ("drivers might be driving only a few hours every other week"); *see also id.*

("workhours fluctuated widely upon a broad range of factors, such as weather, event hours, etc."). Respondents have not offered competent evidence to establish any undisputed facts about the number of hours worked.

Respondents also argue that the back wage calculation is inaccurate because it was not calculated according to the prevailing wage in the various geographic locations where the carnivals took place. Mot. at 29. Again, this is a factual issue. Assuming *arguendo* that Respondents' methodology is correct, Respondents have offered no evidence of where the affected H-2B workers worked.[12] Again, this is not surprising given that the parties' agreement that Respondents' current summary judgment motion would cover only legal matters.

IV. Respondents are not entitled to any housing credit.

Respondents required their H-2B workers to live in housing adjacent to the traveling carnivals. Because this housing was for Respondents' benefit, Respondents are not entitled to any housing credit.

As an initial matter, Respondents' argument about housing deductions is premature because Respondents have not satisfied a threshold H-2B requirement for this type of employment practice. This case is about restoring things to the way they should have been, had Respondents complied with their obligations under the H-2B program. Had Respondents applied for machine shop mechanics, truck drivers, and ride supervisors (and assuming they would have received a temporary labor certification), Respondents would have been obligated to offer and pay a higher wage and to provide working conditions that are normal in the industry for those types of jobs. *See* 20 C.F.R. § 655.22(a) (2009) (requiring employers to offer "terms and

[12] There is a carnival itinerary in the limited record currently before this tribunal, *see* Resp't Exh. 2 at 36-39, but as that document itself acknowledges, there were many occasions when Butler Amusements was operating in multiple locations on the same days. It is not clear yet where the nine affected workers were throughout the investigation period (February 1-April 24, 2013).

working conditions normal to U.S. workers similarly employed in the area of intended employment, meaning that they may not be unusual for workers performing the same activity in the area of employment"). Discovery has not happened in this case yet, but so far there is no evidence that Respondents or the rest of the industry generally takes a housing deduction out of machine shop mechanics', truck drivers', and ride supervisors' wages. Indeed, the limited evidence in the record so far tends to show that the opposite is true. Apparently, Respondents' practice was to provide machine shop mechanics, truck drivers, and ride supervisors with free housing, or Respondents would not be trying to get a housing credit now. If providing housing free of charge is a "normal" term and working condition for those jobs, then Respondents would not be entitled under the H-2B rules to take a housing deduction.

Moreover, the H-2B regulations provide that employer's "job offer must specify all deductions not required by law that the employer will make from the worker's paycheck." 20 C.F.R. § 655.22(g)(1). Here, Respondents never made a proper job offer for the machine shop mechanic, truck driver, and ride supervisor positions. Having failed to live up to its obligations as an H-2B employer, it would be anomalous to allow Respondents to take advantage of its benefits.

In addition, under the H-2B regulations, "[a]ll deductions must be reasonable." 20 C.F.R. § 655.22(g)(1). Although the regulations themselves do not define what a "reasonable" housing cost is, the preamble to the 2008 Rule states that DOL "will continue to permit employers, consistent with the Fair Labor Standards Act (FLSA), to make deductions from a worker's pay for the reasonable cost of furnishing housing and transportation." 73 Fed. Reg. at 78,039. This strongly suggests that the "reasonable cost of furnishing housing" should be interpreted in accordance with the FLSA. Under the FLSA, the cost of furnishing housing is not "reasonable"

if it is "primarily for the benefit or convenience of the employer." 29 C.F.R. § 531.3(d)(1); *see also* 29 U.S.C. § 203(m). Housing is primarily for the employer's benefit when the employee's job involved the worker being required to be on the premises for extended periods. *See, e.g.*, *Masters v. Maryland Management Co.*, 493 F.2d 1329 (4th Cir. 1974).[13] The ARB similarly has held, in the context of the Davis-Bacon Act's wage requirements, that lodging primarily benefits the employer when the job requires employees to travel away from their home communities to perform work for the employer. *See William J. Lang Land Clearing, Inc.*, ARB Nos. 01-072, 01-079, 2004 WL 2205226, at *4 (ARB Sept. 28, 2004), *aff'd sub nom. William J. Lang Land Clearing Inc., v. Adm'r*, 520 F. Supp. 2d 870 (E.D. Mich. 2007), *aff'd*, 285 Fed. App'x 277 (6th Cir. 2008).[14]

Here, Respondents are not entitled to receive any credit for housing in this case because the housing was provided primarily for the benefit of Respondents.[15] For itinerant H-2B workers

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[13] *See also Jiao v. Shi Ya Chen*, 2007 WL 4944767 (S.D.N.Y. 2007) (housing is primarily for the employer's benefit where hotel required employee to live there to assist guests through the night); *Schneider v. Landvest Corp.*, 2006 WL 322590 (D. Colo. 2006) (housing is primarily for the employer's benefit where managers of a self-storage facility were required to live there); *Marshall v. DeBord*, 1978 WL 1705 (E.D. Okla. 1978) (housing primarily for employer's benefit because nursing home employees required to live there and be available 24 hours a day); *Bailey v. Pilots' Ass'n for the Bay & River Delaware*, 406 F. Supp. 1302 (E.D. Pa. 1976) (housing primarily for employer's benefit when employee is required to remain on board to pilot the boat for seven days at a time).

[14] *See also KP&L Electrical Contractors, Inc.*, ALJ No. 1996-DBA-34, slip op. at 28 (ALJ Dec. 31, 1998), *aff'd and adopted*, ARB No. 99-039, 2000 WL 739932, at *2 (ARB May 31, 2000); *In the Matter of Calculus, Inc.*, WAB No. 93-06; 1993 WL 537381, at *3-4 (WAB Oct. 29, 1993).

[15] Although not controlling here, it is worth noting that in the preamble to the 2012 Final Rule, this issue was specifically addressed by the Department:

> Responding to the Department's discussion of the application of this section to employers operating under special procedures, a trade association argues that no DOL regulation has ever suggested that mobile housing is unworthy of deductions. The Department's long-standing position is that facilities that are primarily for the

like Respondents', the cost of finding and paying for housing near multiple job sites far from a central residence is not for their benefit. The workers are typically in an area for a short period of time, need to be available to work immediately, and are not be able to procure temporary housing easily. Instead, the arrangement benefits the employer in that it can only perform on its contracts if the employees travel from location to location to perform the work. Thus, the housing is primarily for the employer's benefit and Respondents cannot deduct the cost of housing from its employees' wages.

Finally, Respondents seek a credit based on housing costs "regardless of whether they were extended before, during, or after those few weeks comprising the audit period." Mot. at 28. This proceeding deals specifically with the period from February 1 to April 24, 2013, the period investigated by WHD and the period during which WHD found that nine of Respondents' H-2B workers were working jobs other than the jobs that were approved by DOL and DHS. *See* Resp't Exh. 9 at 1; Resp't Exh. 6. WHD's back wage calculation is based on that limited period. Resp't Exh. 8. Assuming *arguendo* that Respondents are entitled to a housing credit, Respondents have articulated no good reason to allow them to offset the back wages or civil money penalty by the cost of housing during time periods outside February 1-April 24, 2013.

> benefit or convenience of the employer will not be recognized as reasonable and may not therefore be included in computing wages. See 29 CFR 531.3(d)(1). The Department maintains that housing provided by employers with a need for a mobile workforce, such as those in the carnival or forestry industries where workers are in an area for a short period of time, need to be available to work immediately, and may not be able to procure temporary housing easily, is primarily for the employer's benefit and convenience.

Temporary Non-Agricultural Employment of H-2B Aliens in the United States, 77 Fed. Reg. 10,038, 10,067 (Feb. 21, 2012).

V. The Administrator's claims are not time-barred.

A. Statute of limitations

"[A]s a sovereign, the United States is subject to a limitations period only when Congress has expressly created one." *United States v. Thornburg*, 82 F.3d 886, 893 (9th Cir. 1996) (citing *Guaranty Trust Co. v. United States*, 304 U.S. 126, 133 (1938)). "In the absence of a federal statute expressly imposing or adopting one, the United States is not bound by any limitations period." *Id.* (quoting *United States v. Dos Cabezas Corp.*, 995 F.2d 1486, 1489 (9th Cir. 1993)). Moreover, "[w]hen a statute does limit the time in which the government may bring a cause of action, moreover, [courts] strictly construes the statute in favor of the government." *Dos Cabezas*, 995 F.2d at 1489.

Here, the INA, 8 U.S.C. § 1101 *et seq.*, does not contain a statute of limitations applicable to enforcement actions under the H-2B program, nor does it incorporate the limitations provisions of any other statute. Given the lack of a limitations provision in the INA, the five-year catchall statute applies. Under 28 U.S.C. § 2462,

> Except as otherwise provided by Act of Congress, an action, suit or proceeding for the enforcement of any civil fine, penalty, or forfeiture, pecuniary or otherwise, shall not be entertained unless commenced within five years from the date when the claim first accrued if, within the same period, the offender or the property is found within the United States in order that proper service may be made thereon.

A claim accrues under § 2462 when the violative conduct occurs. *Gabelli v. S.E.C.*, 568 U.S. 442 (2013).

Here, the Administrator issued the determination letter in this case on February 6, 2018. Thus, the Administrator is entitled to recover civil money penalties for all misconduct occurring after February 6, 2013. Because Respondents' violative conduct—employing H-2B workers in jobs not identified in the work order—occurred after that date, civil money penalties are not time-barred.

28 U.S.C. § 2462 does not apply, however, to the restitutionary back wages sought in this case. The catchall statute applies only to penalties, not to the remedial aspects of any proceeding to enforce the H-2B Regulations, or the terms of either the ETA Form 9142 or the DHS Form I-129. Whether a particular sanction is a "penalty" within the meaning of § 2462 is based on two factors. First, courts consider "whether the wrong sought to be redressed is a wrong to the public, or a wrong to the individual." *Kokesh v. S.E.C.*, 137 S. Ct. 1635, 1642 (2017) (citation and internal quotation marks omitted). Second, "a pecuniary sanction operates as a penalty only if it is sought for the purpose of punishment, and to deter others from offending in like manner—as opposed to compensating a victim for his loss." *Id.* (citation and internal quotation marks omitted).

Here, neither factor is met. First, the restitutionary back wages sought are to right wrongs against the H-2B workers who should have been paid a higher prevailing wage. Second, and relatedly, the back wages sought in this case are not meant to punish Respondents. Thus, the Administrator's claim for back wages is not subject to any time-bar. *Johnson v. S.E.C.*, 87 F.3d 484, 491 (D.C. Cir. 1996) ("where the effect of the SEC's action is to restore the *status quo ante*, such as through a proceeding for restitution . . . , § 2462 will not apply").[16]

[16] *Adm'r, Wage & Hour Div. v. Hotelmacher, LLC*, ALJ Nos. 2017-TNE-00010, 2017-TNE-00011 (ALJ May 17, 2018) (attached as Exh. F), the ALJ decision cited by Respondents, *see* Mot. at 33, is not binding on this tribunal. Nor is it persuasive. Under *Hotelmacher*'s reasoning, *see Hotelmacher*, slip op. at 5, every government action, suit, or proceeding seeks a "penalty" and is therefore subject to 28 U.S.C. § 2462, except those in which the government seeks to recover compensation for itself. This is inconsistent with the Supreme Court's decision in *Kokesh*. Under *Kokesh*, whether the redress sought is meant to remedy a wrong done to the government itself or to another victim is not dispositive of whether the remedy is a "penalty." Rather, whether the wrong to be redressed is a wrong to the public or an individual is just one factor. A court must also consider that "a pecuniary sanction operates as a penalty only if it is sought for the purpose of punishment, and to deter others from offending in like manner—as opposed to compensating a victim for his loss." *Kokesh*, 137 S. Ct. at 1642.

Respondents propose a host of other potential statute of limitations, Mot. at 29-34, but none of these apply to this proceeding. The Portal-to-Portal Act, the statute of limitations for FLSA lawsuits, applies only to the filing of complaints in court, not to administrative proceedings. *Unexcelled Chem. Corp. v. United States*, 345 U.S. 59, 61 (1953); *see also BP Am. Prod. Co. v. Burton*, 549 U.S. 84, 92-93 (2006) (same construction of "action" in another statute of limitations). Analogously, 28 U.S.C. § 1658, which requires "civil action[s]" to be filed within four years, also only applies to judicial proceedings, not administrative proceedings. *See Unexcelled Chem.*, 345 U.S. at 61. 28 U.S.C. § 1652 is even more explicit about where it applies—only in "civil actions in the courts of the United States," not in administrative proceedings. The two-year limitation for debarment proceedings, 20 C.F.R. § 655.31(a)(2) (2009), does not apply either. That regulation specifically addresses the DOL/ETA's deadline for issuing a Notice of Intent to Debar. It says nothing about proceedings for other types of remedies. Respondents cite no authority for their argument that the statute of limitations for remedies other than debarment cannot be longer than the one for debarment. *See* Mot. at 33. Similarly, the three-year record retention requirement, 20 C.F.R. § 655.21(c) (2009), is about record retention. It does not speak to when the Administrator must begin administrative proceedings when an employer violates its obligations under the H-2B program.

B. Laches

Respondents' laches argument, Mot. at 34, should be rejected. "The traditional rule is that the doctrine of laches is not available against the government. . . . Even if there were some allowance for laches against the government, there is no reason why that doctrine should not be subject to at least the same strictures as estoppel," which requires a showing that the government engaged in affirmative misconduct. *United States v. Ruby Co.*, 588 F.3d 697, 705 n.10 (9th Cir.

1978). "Affirmative misconduct must be more than negligence. Mere unexplained delay does not show misconduct." *Jaa v. I.N.S.*, 779 F.2d 569, 572 (9th Cir. 1986) (citations omitted).

Here, Respondents have not even asserted, let alone presented proof, that the government engaged in affirmative misconduct. Respondents also have not proven that they were prejudiced. Contrary to Respondents' contention, historic prevailing wage data, including the 2012-2013 period, is publicly available at www.flcdatacenter.com, the website the WHD investigator directed him to. *See* Resp't Exh. 7. Also, Respondents claim that witnesses have dispersed, but present no proof of this. As discovery has not yet taken place in this case, these fact-specific issues are not ripe for summary judgment.

VI. Respondent Michael Brajevich is individually liable.

Respondents argue that Michael Brajevich should not have been designated in the case caption because he is not individually liable. *See* Mot. at 34-35. Individuals can be held liable under a "piercing the corporate veil" theory. *See Adm'r, Wage & Hour Div. v. Kutty*, ARB No. 03-022, 2005 WL 1359123, at *13 (ARB May 31, 2005). As the parties have not yet conducted discovery, this issue is not yet ripe for summary judgment. *See* 29 C.F.R. § 18.72(d).

CONCLUSION

For these reasons, the ALJ should deny Respondents' Amended Motion for Summary Judgment.

Respectfully submitted,

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July 25, 2018

CERTIFICATE OF SERVICE

I hereby certify that on July 25, 2018, a copy of the foregoing **ADMINISTRATOR'S OPPOSITION TO RESPONDENTS' AMENDED MOTION FOR SUMMARY JUDGMENT** was served by UPS, overnight mail, on the following:

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Annapolis, MD 21401

Counsel for Respondents

CYNTHIA LIAO
Trial Attorney

APPENDIX

Exhibit A *Perez v. Perez*, Case No. 14-cv-682, ECF No. 62 (N.D. Fla. Sept. 4, 2015)

Exhibit B *Adm'r, Wage & Hour Div. v. Guadagno*, ALJ No. 2016-LCA-00035 (ALJ June 12, 2017) (ALJ Clark)

Exhibit C *Perez v. Perez*, Case No. 14-cv-682, ECF No. 14 (N.D. Fla. Mar. 4, 2015)

Exhibit D *Perez v. Perez*, Case No. 14-cv-682, ECF No. 58 (N.D. Fla. Aug. 28, 2015)

Exhibit E *Perez v. Perez*, Case No. 14-cv-682, ECF No. 64 (N.D. Fla. Sept. 17, 2015)

Exhibit F *Adm'r, Wage & Hour Div. v. Hotelmacher, LLC*, ALJ Nos. 2017-TNE-00010, 2017-TNE-00011 (ALJ May 17, 2018)

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF FLORIDA
PENSACOLA DIVISION

GABRIEL PEREZ

VS CASE NO. 3:14cv682/MCR/EMT

THOMAS E. PEREZ, et al.

REFERRAL AND ORDER

Referred to Chief Judge Rodgers on August 31, 2015
Motion/Pleadings: PLAINTIFF'S UNOPPOSED MOTION TO CLARIFY PERMANENT INJUNCTION
Filed by Plaintiff on 8/28/15 Doc.# 58
RESPONSES:
_____ on _____ Doc.# _____
_____ on _____ Doc.# _____
_____ Stipulated _____ Joint Pldg.
__X__ Unopposed _____ Consented

JESSICA J. LYUBLANOVITS
CLERK OF COURT

s/ Kathy Rock

LC (1 OR 2) Deputy Clerk: Kathy Rock

ORDER

Upon consideration of the foregoing, it is ORDERED this 4th day of September, 2015, that:

The relief requested is GRANTED. The Court clarifies that the permanent injunction was not intended to, and does not, apply retroactively.

s/ M. Casey Rodgers

M. CASEY RODGERS
Chief United States District Judge

U.S. Department of Labor

Office of Administrative Law Judges
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Issue Date: 12 June 2017

CASE NO.: 2016-LCA-00035

In the Matter of:

ADMINISTRATOR, WAGE AND HOUR DIVISION,
Prosecuting Party,

v.

ANTHONY GUADAGNO, AN INDIVIDUAL, AND
GUADAGNO & SONS AMUSEMENTS
DBA G & S SHOWS,
Respondents.

ORDER DENYING MOTION TO DISMISS

This case arises under the H-2B provisions of the Immigration and Nationality Act ("INA"), the 2008 H-2B implementing regulations at 20 C.F.R. Part 655, Subpart A (2008), and the applicable procedural regulations at 29 C.F.R. Part 503 (2015). On August 18, 2016, the Administrator issued a determination letter ("Administrator's Letter") finding that for the period of January 24 to November 24, 2014, Anthony Guadagno and Guadagno & Sons Amusements *dba* G & S Shows ("Respondents") committed a substantial violation of the H-2B Program by failing to pay the offered wage in violation of both the 9142 Application requirements (enforced under the 2008 H-2B regulations) and the statutory requirements of the I-129 Petition. Motion, Exhibit 1 at 1.

On May 15, 2017, Respondents filed a Motion to Dismiss for Lack of Subject Matter Jurisdiction ("Motion") and a Memorandum of Law in Support of the Motion ("Memorandum"). Respondents argue that the 2008 H-2B regulations cited by the Administrator as authority for this enforcement action were vacated and permanently enjoined by a federal court, and therefore requests that this case be dismissed. On May 30, 2017, the Administrator filed a response ("Opposition") opposing the Motion. On June 7, 2017, Respondents filed a Reply Memorandum of Law in Support of the Motion ("Reply").

In the Motion, Respondents do not address the facts surrounding the Administrator's investigation, nor do they address the substance of the Administrator's findings. Instead, Respondents argue that even if all of the Administrator's factual allegations are true, the law requires dismissal under 29 C.F.R. § 18.70(c).

Statement of Facts

Respondents operate a travelling carnival ride company that primarily does business in Southern California. Opposition at 2. Labor certifications pursuant to the 2008 H-2B regulations were issued to Respondents.[1] *Id.* at 4. In September 2014, the Wage and Hour Division ("WHD") began its investigation of Respondents for violations of the H-2B Program and found that for the period of January 24 to November 24, 2014, Respondents committed a "substantial failure to pay the offered wage" in violation of the H-2B. *Id.* at 2; Motion, Exhibit 1 at 1. For the violation, the Administrator is seeking $225,327.96 in back wages[2], which the Administrator determined is owed to thirty-eight H-2B nonimmigrant workers, as well as a civil money penalty in the amount of $10,000. Motion, Exhibit 1 at 1.

Contentions of the Parties

Respondents argue that the Administrator lacks the power to bring an enforcement action under the 2008 H-2B regulations due to a federal court order vacating and enjoining the Department of Labor ("DOL") from enforcing the 2008 H-2B regulations. Motion at 1-2; *Perez v. Perez*, No. 14-cv-682, slip op. at 7-8 (N.D. Fla. Mar. 4, 2015) ("The Department of Labor's Final Rule dated December 19, 2008, and published at 73 Fed. Reg. 78,020, is hereby **VACATED** and Defendants are permanently enjoined from enforcing it."); Motion, Exhibit 3 at 7-8. Respondents argue that because the Administrator's Letter was issued on August 18, 2016, over a year after the federal court vacated the 2008 H-2B regulations and enjoined enforcement, this enforcement action is precluded. Motion at 1-2; Memorandum at 2-3, 6, 8. Moreover, Respondents argue that I should not adopt the ruling of an Administrative Law Judge ("ALJ") who refused to preclude a 2008 H-2B enforcement action similar to the one at hand, because the ALJ made "significant errors"[3] and dealt with "notable factual differences." Reply at 5; *WHD Administrator v. St. Louis Select Landscaping, Inc.*, ALJ Case No. 2017-TNE-3, slip op. at 5-6 (May 2, 2017) (ruling on motion to dismiss).

[1] The exact date the labor certifications were issued is not clear from the record, though the Administrator stated they were issued prior to April 30, 2015, which is sufficient to rule on the Motion. Opposition at 4.

[2] The original amount of back wages sought was $225,327.96. On June 6, 2017, I granted the Administrator's request to amend the notice of determination to seek $300,951.24 in back wages.

[3] The *St. Louis Select* ALJ mistakenly stated that the "agency filed a motion to clarify" the *Perez* injunction, when it was, in fact, the plaintiff in *Perez* who filed this motion to clarify. *St. Louis Select*, ALJ Case No. 2017-TNE-3, slip op. at 5; Opposition, Exhibit 2 at 5; Motion, Exhibit 4 at 1, Exhibit 5 at 1, Exhibit 6 at 1; Reply at 5. The agency, instead, submitted a statement to provide the *Perez* court with the agency's interpretation of the injunction. Motion, Exhibit 6 at 1. This is not a "significant" error, because it is not a mistake of a determinative fact that would have otherwise changed the ALJ's legal analysis or ruling. Respondents argued that when the ALJ attributed to the Administrator the view that the "order of vacation is not retroactive," the Administrator was either wrong, or the ALJ incorrectly attributed this view to the Administrator, since the *Perez* court's clarification stated that the "injunction" was not retroactive and made no mention of the "vacation" being retroactive. Reply at 6; Motion, Exhibit 7 at 1-2. If the ALJ mistakenly referred to the *Perez* order of injunction as an order of vacation, then this is not a significant mistake, and would not have changed the ALJ's analysis or ruling. If the Administrator confused the injunction order with a vacation order, the ALJ's analysis and ruling would remain unchanged as well.

In addition, Respondents submit that the Administrator should not be allowed to apply the 2015 H-2B Interim Final Rule[4] because the Administrator cannot retroactively impose regulations without authorization from Congress. Memorandum at 6-7.

The Administrator responds that the federal court's order vacating the 2008 H-2B regulations and enjoining DOL from enforcing said regulations is not retroactive. Opposition at 1-3. Consequently, even though the Administrator's Letter was issued after the injunction took effect, the Administrator argues that this enforcement action is not precluded because the order was issued after WHD conducted its investigation of Respondents and after the labor certifications pursuant to the 2008 H-2B regulations were issued. *Id.* at 4. The Administrator also clarified that it is not enforcing this action pursuant to the 2015 H-2B Interim Final Rule. *Id.* at 6. The Administrator further argued that the federal court's injunction is not applicable to violations of the Department of Homeland Security ("DHS") I-129 Petition because the federal court's injunction does not affect INA statutory authority that DHS delegates to DOL to enforce I-129 Petition violations.[5] *Id.* at 5-6.[6]

Legal Standard and Analysis

On March 4, 2015, the United States District Court for the Northern District of Florida vacated DOL's 2008 H-2B regulations and enjoined the DOL from enforcing these regulations. *Perez*, No. 14-cv-682, slip op. at 7-8. Shortly thereafter, on August 28, 2015, the plaintiff in *Perez* filed an unopposed motion to clarify the *Perez* injunction. Motion, Exhibit 4 at 1, Exhibit 5 at 1. The court granted plaintiff's motion and clarified its permanent injunction so as to include the following language: "Nothing in this injunction shall in anyway preclude Defendants from enforcing labor certifications which were issued pursuant to the December 19, 2008 Final Rule prior to the effective date of this injunction." Motion, Exhibit 7 at 1-2, Exhibit 5 at 4. In other words, the *Perez* injunction does not apply retroactively to preclude enforcement actions of labor certifications that were issued pursuant to the 2008 H-2B regulations prior to the injunction's effective date of April 30, 2015. In addition, in a matter similar to the one at hand, an ALJ found that an enforcement proceeding where the labor certification was issued prior to April 30, 2015, but where the Administrator's determination letter was issued after April 30, 2015, is not precluded by the *Perez* injunction, for such an enforcement action "falls within the safe harbor of non-retroactivity." *St. Louis Select*, ALJ Case No. 2017-TNE-3, slip op. at 5-6; Opposition, Exhibit 2 at 5-6.

In its Motion, and even though the *Perez* Court clarified that the application is not retroactive, Respondents request that the *Perez* injunction be applied retroactively and deny the Administrator the power of bringing this enforcement action. Motion at 1-2; Memorandum at 8.

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[4] 80 Fed. Reg. 24042 (Apr. 29, 2015).

[5] Respondents argued that although a "Delegation of Authority" may exist here, the Administrator failed to provide details of its extent, terms, and limitations and therefore questioned the legitimacy of its execution here. Reply at 8.

[6] The Administrator additionally argues that this Office lacks the authority to rule on the validity of the 2008 H-2B regulations, as the Administrative Review Board ("ARB") held that the "ARB is not permitted to rule on the validity of DOL regulations." Opposition at 5; *Administrator, Wage and Hour Division v. Peroulis & Sons Sheep, Inc.*, ARB Nos. 14-076, 14-077, slip op. at 6 (ARB Sept. 12, 2016). It follows, the Administrator argues, that an ALJ also may not rule on the validity of DOL regulations. Opposition at 5. Respondents have not asked for a ruling on the validity of the 2008 H-2B regulations and therefore the issue is not before me. Reply at 7-8.

Here, the labor certifications were issued to Respondents pursuant to the 2008 H-2B regulations before April 30, 2015. Opposition at 4. Therefore, the Administrator's right to pursue enforcement action based on these labor certifications cannot be precluded by the *Perez* injunction.

Furthermore, Respondents argue that because the Administrator issued the Administrator's Letter on August 18, 2016, after the effective date of the *Perez* injunction, the Administrator is enjoined from enforcing the 2008 H-2B regulations in this case. Motion at 1-2; Memorandum at 2-3, 6, 8. However, I am persuaded by and adopt the ruling in *St. Louis Select* in that the *Perez* injunction would not preclude an enforcement proceeding on the facts here. Even though the labor certification was issued before April 30, 2015, but the Administrator's determination letter was issued after April 30, 2015, the enforcement action "falls within the safe harbor of non-retroactivity." *St. Louis Select*, ALJ Case No. 2017-TNE-3, slip op. at 5-6; Opposition, Exhibit 2 at 5-6. I am not persuaded by Respondents argument that the ALJ made "significant errors" and dealt with "notable factual differences." Reply at 5-6. The errors made by the ALJ in *St. Louis Select* were minor mistakes when mislabeling "agency" for "plaintiff" and "vacation order" for "injunction order." *St. Louis Select*, ALJ Case No. 2017-TNE-3, slip op. at 5-6; Opposition, Exhibit 2 at 5-6. These minor mistakes were insignificant and did not affect the ALJ's legal analysis or ruling.

Likewise, there were no "notable factual differences" between *St. Louis Select* and this case that would render *St. Louis Select* inapplicable here. For instance, both Respondents and the company in *St. Louis Select* ("Company") received labor certifications issued pursuant to the 2008 H-2B regulations prior to the *Perez* injunction. Opposition at 4; *St. Louis Select*, ALJ Case No. 2017-TNE-3, slip op. at 2, 5-6; Opposition, Exhibit 2 at 2, 5-6. The WHD also investigated and found violations occurred before the injunction's effective date in both cases. Opposition at 2; *St. Louis Select*, ALJ Case No. 2017-TNE-3, slip op. at 2; Opposition, Exhibit 2 at 2. As a result of these violations, the Administrator sought back wages and civil money penalties from Respondents and Company. Motion, Exhibit 1 at 1; Opposition at 2; *St. Louis Select*, ALJ Case No. 2017-TNE-3, slip op. at 1-2; Opposition, Exhibit 2 at 1-2. Ultimately, Respondents and Company received a determination letter from the Administrator after the effective date of the *Perez* injunction. Opposition at 2; Motion, Exhibit 1 at 1; *St. Louis Select*, ALJ Case No. 2017-TNE-3, slip op. at 1-2; Opposition, Exhibit 2 at 1-2.

The only relevant difference between this case and *St. Louis Select* was that unlike in *St. Louis Select*, the Administrator here allegedly did not engage Respondents in substantive discussions and negotiations prior to the *Perez* injunction.[7] *St. Louis Select*, ALJ Case No. 2017-TNE-3, slip op. at 2; Opposition, Exhibit 2 at 2; Reply at 6. However, this is not a significant difference requiring a change in the result. The essential facts in this analysis is that Respondents received labor certifications issued pursuant to the 2008 H-2B regulations prior to the *Perez* injunction, and according to *Perez*, the injunction does not apply retroactively to preclude enforcement actions of the labor certifications in this case. Opposition at 4; Motion, Exhibit 7 at 1-2, Exhibit 5 at 4. Also, contrary to Respondents' interpretation, *Perez* does not say that all enforcement actions, from WHD's investigation until the Administrator's determination

[7] Respondents alleged that the Administrator did not contact Respondents regarding violations, back wages, or penalties until July of 2016. Reply at 6.

letter, need to occur prior to the injunction's effective date in order to be protected. Instead, *Perez* stated generally that enforcement actions based on labor certifications that were issued pursuant to the 2008 H-2B regulations prior to the *Perez* injunction are not precluded by the injunction. Motion, Exhibit 7 at 1-2. Therefore, Respondents' motion to dismiss this action is denied.

Finally, since the Administrator is not using the 2015 H-2B Interim Final rule, I need not address Respondents' argument that the Administrator should not be allowed to apply the 2015 H-2B Interim Final Rule retroactively. Because I find the *Perez* injunction does not preclude this Office's jurisdiction over the matter, I also need not address the applicability of the *Perez* injunction on the statutory requirements of the I-129 Petition.

Conclusion

For the reasons discussed above, the Motion to Dismiss is denied.

SO ORDERED.

RICHARD M. CLARK
Administrative Law Judge

San Francisco, California

SERVICE SHEET

Case Name: **WAGE_AND_HOUR_DIVISI_v_GUADAGNO_and_SONS_AM_**

Case Number: **2016LCA00035**

Document Title: **ORDER DENYING MOTION TO DISMISS**

I hereby certify that a copy of the above-referenced document was sent to the following this 12th day of June, 2017:

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF FLORIDA
PENSACOLA DIVISION

GABRIEL PEREZ,

Plaintiff,

v. **CASE NO: 3:14cv682/MCR/EMT**

THOMAS E. PEREZ,
ERIC M. SELEZNOW, and
UNITED STATES DEPARTMENT OF LABOR,

Defendants.
_____/

ORDER

Plaintiff Gabriel Perez filed this suit on December 19, 2014, challenging the enforcement of certain regulations issued by the Defendant, United States Department of Labor ("DOL"), and seeking a permanent injunction prohibiting DOL from implementing and enforcing those rules.[1] Perez subsequently filed a Motion for a Temporary Restraining Order and Preliminary Injunction (Doc. 6), and DOL filed an Unopposed Motion to Consolidate the Preliminary Relief Hearing with a Determination on the Merits (Doc. 7), which the Court granted on December 29, 2014 (Doc. 8). The parties have now briefed the issue of DOL's authority to enforce the regulations at issue and have requested an expedited ruling on Perez's motion, asking that it be treated as a motion for summary judgment on the merits and urging the Court to decide the case without an evidentiary hearing or oral argument (Doc. 10). As set forth below, the issue presented in this case is purely one of law that the Court has already considered and resolved in *Bayou Lawn & Landscape Services v. Perez*, No. 3:12cv183/MCR/CJK, 2014 WL 7496045 (N.D. Fla. Dec. 18, 2014). Having reviewed the parties' arguments, the Court finds no basis on which to distinguish this case from *Bayou Lawn*, and thus finds that Perez's motion is due to be granted.

[1] In this Order, the Court refers to the various Defendants collectively as "DOL."

Background

Perez has filed an affidavit in support of his motion. In his affidavit, Perez states that he is a citizen of the United States, and is employed as a server and busboy in Palm Beach County, Florida, where he earns $8.00 per hour. Perez states that he typically finds jobs as a server "through word of mouth" because open positions are usually not advertised. According to Perez, temporary employees from other countries are presently employed as servers in Palm Beach County pursuant to temporary labor certifications issued by DOL under the regulations at issue in this case. Perez states that such foreign workers are paid $10.00 per hour and that he would apply for those positions if they were advertised. In his motion, Perez argues, and DOL does not dispute, that he is adversely affected by the 2008 regulations because they (1) include a definition of "full time employment" that allows employers to offer fewer hours than previous DOL practice; (2) require only those employers who have collective bargaining agreements to contact unions in search of U.S. workers; (3) define "job contractors" in an arbitrarily broad way; (4) significantly alter DOL's method for determining whether unemployed workers are available in this country by, for example, eliminating any requirement that employers conduct a national recruitment effort; and (5) change the definition of "temporary" to allow visas to be issued for up to three years. Accordingly, Perez alleges that his prospective job opportunities are adversely affected by DOL's regulations.

Discussion

Summary judgment is appropriate where the "movant shows that there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law." Fed. R. Civ. P. 56(a). This standard applies to actions, such as the instant one, brought under the APA.[2] *See Lujan v. Nat'l Wildlife Fed'n*, 497 U.S. 871, 884 (1990). Because this matter has been consolidated with a hearing on the merits, the Court will apply the summary judgment standards, which are "particularly

[2] This suit is brought pursuant to the Administrative Procedure Act, 5 U.S.C. § 706(2), which provides, in pertinent part, that a court may "hold unlawful and set aside agency action, findings, and conclusions found to be . . . arbitrary, capricious, an abuse of discretion, or otherwise not in accordance with law [or] . . . in excess of statutory jurisdiction, authority, or limitations, or short of statutory right." 5 U.S.C. § 706(2)(A), (C).

appropriate in cases in which a district court is asked to review a decision rendered by a federal administrative agency." *Mahon v. Dep't of Agriculture*, 485 F.3d 1247, 1253 (11th Cir. 2007). The only issue presently before the Court is a pure question of law. *See Am. Bioscience, Inc. v. Thompson*, 269 F.3d 1077, 1083 (D.C. Cir. 2001). Accordingly, the discussion that follows will focus on whether Perez is entitled to judgment as a matter of law, including whether he is entitled to a permanent injunction.[3]

This case involves the federal government's regulation of certain foreign workers under the H-2 temporary labor program, which was initially created by the Immigration and Nationality Act of 1952 ("INA"), 8 U.S.C. § 1101, *et seq.* In 1986, Congress amended the INA to provide for two separate programs to regulate the employment of foreign workers: the H-2A program for agricultural workers and the H-2B program for non-agricultural workers. H.R. Rep. No. 99-682, pt. 1, at 80; *see also* Immigration Reform and Control Act of 1986, Pub. Law No. 99-603, § 301(a), 100 Stat. 3359, 3411 (codified at 8 U.S.C. § 1101(a)(15)(H)(ii)(a)).

Under the H-2B program, which is the program relevant to this case, an employer may hire a resident of a foreign country to perform "temporary service or labor if unemployed persons capable of performing such service or labor cannot be found in this country . . . ."[4] *See* 8 U.S.C. § 1101(a)(15)(H)(ii)(b). Congress vested authority for implementation of the INA's provisions in the Attorney General, and directed the Attorney General to consult with other governmental agencies when considering applications for admission of H-2B workers. *See* 8 U.S.C. §§ 1184(a)(1) and (c)(1). In 2002, Congress transferred enforcement of the immigration laws from the Attorney General to the Secretary of the Department of Homeland Security ("DHS"). *See* Homeland Security Act of 2002, Pub. L. No. 107-296, § 402, 116 Stat. 2135, 2178 (2002). Although DHS is charged with deciding whether to grant or deny applications

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[3] A preliminary injunction and permanent injunction "are distinct forms of equitable relief that have different prerequisites and serve entirely different purposes." *See Lermer Germany GmbH v. Lermer Corp.*, 94 F.3d 1575, 1577 (Fed. Cir. 1996). A preliminary injunction is generally awarded before a suit is resolved on the merits. *Id.* Given that the parties have requested a determination on the merits, the Court will focus its analysis on Perez's request for a permanent injunction.

[4] The H-2B program derived its name from the subsection of the INA containing this definition. *Comite' De Apoyo A Los Trabajadores Agricolas v. Perez*, No. 14-3557, 2014 WL 6844633, at *2 (3d Cir. Dec. 5, 2014).

for H-2B visas, it delegated to the Secretary of Labor the authority to "separately establish . . . procedures for administering th[e] temporary labor certification program under his or her jurisdiction." 8 C.F.R. § 214.2(h)(6)(iii)(D). Consistent with this delegation of authority, DHS requires an employer seeking to petition for an H-2B visa to first apply for and receive a temporary labor certification from the Secretary of Labor. 8 C.F.R. §§ 214.2(h)(6)(iii)(A), (C). The certification constitutes "advice . . . on whether or not United States workers capable of performing the temporary services or labor are available and whether or not the alien's employment will adversely affect the wages and working conditions of similarly employed United States workers." 8 C.F.R. § 214.2(h)(6)(iii)(A).

In 2008, DOL published formal regulations governing the labor certification process. *See Labor Certification Process and Enforcement for Temporary Employment in Occupations Other Than Agriculture (H–2B Workers)*, 73 Fed. Reg. 78,020 (Dec. 19, 2008) (codified at 20 C.F.R. §§ 655–56). In 2012, DOL issued the regulation at issue in *Bayou Lawn* ("2012 Rule"), which significantly changed the manner in which the H-2B program had been administered under its 2008 regulations.[5] *See Temporary Non-Agricultural Employment of H-2B Aliens in the United States*, 77 Fed. Reg. 10,038 (Feb. 21, 2012). In April 2012, the plaintiffs in *Bayou Lawn* filed suit against DOL, seeking to invalidate the 2012 Rule based primarily on DOL's lack of unilateral rulemaking authority in this area. The undersigned preliminarily enjoined DOL from enforcing the 2012 Rule. In response to the preliminary injunction, DOL indicated that it would continue to process H-2B labor certification applications under its 2008 H-2B rules, which, the parties have indicated, are still being enforced.[6]

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[5] Among other things, the 2012 Rule decreased the maximum number of months an employer may employ an H-2B worker from ten to nine; required employers to guarantee that H-2B employees work at least seventy-five percent of the hours certified in any twelve-week period and, if not, pay the employees the difference for the time not worked; required employers to pay non-H-2B workers wages and benefits at least equal to those paid to H-2B employees if the two perform "substantially the same work;" and required employers to pay the round-trip airfare and subsistence costs of H-2B employees. *See Temporary Non-Agricultural Employment of H-2B Aliens in the United States*, 77 Fed. Reg. 10,038 (Feb. 21, 2012). DOL acknowledges that its 2012 regulations are "more rigorous," and that they "contain[] stronger protections for the domestic labor market," than its 2008 regulations.

[6] According to Perez, DOL has been enforcing its 2008 regulations since May 16, 2012, the date the Court issued its preliminary injunction in *Bayou Lawn*. Although the parties have provided no authority to establish this point, DOL does not dispute Perez's assertion.

After the Court's issuance of a preliminary injunction in *Bayou Lawn* was affirmed on appeal, *see Bayou Lawn & Landscape Servs. v. Sec'y of Labor*, 713 F.3d 1080 (11th Cir. 2013), the Court issued an Order granting summary judgment to the plaintiff. In its Order, the Court found that the INA itself contains no express delegation of authority to DOL. *See Bayou Lawn*, 2014 WL 7496045, at *4. The Court also found that neither 8 U.S.C. §§ 1101(a)(15)(H)(ii)(b) nor 1184(c)(1), which DOL cited as the bases of its authority to promulgate regulations impacting the H-2B program, *see* 76 Fed. Reg. 15,130 (March 18, 2011); 77 Fed. Reg. at 10,038, 10,043, confers rulemaking authority on DOL, either explicitly or implicitly.[7] Comparing Congress's express grant of rulemaking authority to DOL with respect to the H-2A program, the Court found that Congress plainly never granted DOL such authority under the H-2B program. *See Bayou Lawn*, 2014 WL 7496045, at *4-*5. The Court thus rejected DOL's position that 8 U.S.C. §§ 1101(a)(15)(H)(ii)(b) and 1184(c)(1) confer legislative rulemaking authority on DOL in connection with the H-2B program. Next, the Court found that the Wagner-Peyser Act, 29 U.S.C. § 49, *et seq.*, likewise confers no rulemaking authority on DOL with respect to the H-2B program because the statute simply does not apply to the H-2B program. *See id.* at *5. Finally, the Court addressed the Third Circuit Court of Appeals contrary decision in *Louisiana Forestry Ass'n, Inc. v. Sec'y U.S. Dep't of Labor*, 745 F.3d 653 (3d Cir. 2014), and deemed the case distinguishable, specifically rejecting DOL's argument that its rulemaking authority under the H-2B program derives from its consultative role under 8 U.S.C. § 1184(c)(1), which DOL had argued in both *Bayou Lawn* and *Louisiana Forestry*. *See id.* at *6. For these reasons, the Court concluded that "DOL lacks authority to engage in legislative rulemaking under the H-2B program," *id.*, and therefore vacated the DOL's 2012 Rule and permanently enjoined its enforcement.

On December 19, 2014, just one day after the Court granted summary judgment to the plaintiff in *Bayou Lawn*, Perez filed this suit challenging DOL's enforcement of its 2008 H-2B regulations. Perez argues that because DOL's 2008 regulations were

[7] The Court found that although 8 U.S.C. § 1184(c)(1) directs DHS to consult with other agencies in deciding whether H-2B visas should be granted, nothing in the statute indicates that Congress intended to grant legislative rulemaking authority to those agencies or to allow DHS to delegate its rulemaking authority to them. *See Bayou Lawn*, 2014 WL 7496045, at *4.

issued pursuant to the same claim of authority deemed invalid in *Bayou Lawn*, DOL's 2008 regulations are equally invalid. According to Perez, "it is arbitrary and capricious for the DOL to continue to operate the H-2B program utilizing [its] 2008 regulations while it appeals the *Bayou* [*Lawn*] ruling," allegedly in violation of Administrative Procedure Act, 5 U.S.C. § 706(2). Because the 2008 regulations are allegedly causing Perez immediate and irreparable injury, Perez seeks an injunction prohibiting DOL from continuing to enforce its 2008 H-2B rules (unless and until the permanent injunction in *Bayou Lawn* is reversed on appeal).

In its brief in opposition to Perez's motion, DOL states that "the sole issue in this case is whether DOL has authority under the INA to issue legislative rules governing the H-2B program," which it describes as a "pure question of law." Regarding that issue, DOL argues that the structure and purpose of the INA, in particular, 8 U.S.C. §§ 1101(a)(15)(H)(ii)(b) and 1184(c)(1), implicitly grant DOL authority to structure its "consultation" with DHS in the form of legislative rules and regulations; that although the INA does not contain an express grant of authority to DOL to issue H-2B regulations, Congress has acquiesced in DOL's H-2B rulemaking authority; and that the Wagner-Peyser Act authorizes the issuance of H-2B regulations. The Court considered, and rejected, each of these arguments in *Bayou Lawn & Landscape Services v. Perez*, No. 3:12cv183/MCR/CJK, 2014 WL 7496045 (N.D. Fla. Dec. 18, 2014). For the reasons set forth in that Order, the Court finds that DOL lacks authority to engage in legislative rulemaking under the H-2B program, and therefore lacked authority to enact the 2008 regulations at issue in this suit, such that Perez is entitled to judgment as a matter of law.[8]

Having found that DOL lacked authority to enact the 2008 regulations at issue, the Court also finds that Perez is entitled to permanent injunctive relief. To be entitled to injunctive relief, a plaintiff must show irreparable harm and inadequacy of legal remedies. *See Odebrecht Const., Inc. v. Sec'y, Fla. Dept. of Transp.*, 715 F.3d 1268, 1288 (11th Cir. 2013); *see also Jackson v. Motel 6 Multipurpose, Inc.*, 130 F.3d 999,

[8] Perez clarified that he is *not* challenging the regulation jointly issued by DOL and DHS regarding wage methodology, and nothing in the present Order should be construed as addressing that particular regulation. *See Wage Methodology for the Temporary Non-Agricultural Employment H-2B Program*, Part 2, 78 Fed. Reg. 24047 (Apr. 24, 2013).

1007 (11th Cir. 1997) (to obtain injunctive relief, a plaintiff must show a "real or immediate threat that the plaintiff will be wronged again – 'a likelihood of substantial and immediate irreparable injury'") (quoting *City of Los Angeles v. Lyons*, 461 U.S. 95, 111 (1983)); *Thomas v. Bryant*, 614 F.3d 1288, 1317-18 (11th Cir. 2010) (stating that to obtain a permanent injunction, a party must also show that he has prevailed in establishing the violation of the right asserted in his complaint, and that the injunction would not be adverse to the public interest if issued).

Apart from arguing that it has authority to issue regulations under the H-2B program, DOL has not challenged whether Perez is entitled to injunctive relief. DOL does not address the issues of irreparable harm or inadequacy of legal remedies, much less dispute them. The Court finds that DOL's continued use of its 2008 regulations will irreparably injure Perez. As Perez argues, and DOL does not dispute, the 2008 regulations substantially reduce the recruitment efforts that employers must make in order to establish that United States workers are not available, thus making it easier for employers to replace available United States workers with foreign workers. As reflected in his affidavit, the consequent loss of prospective job opportunities has injured Perez, and will continue to do so, unless and until the Court awards the injunctive relief he requests. The Court also finds that no remedy at law will provide protection for Perez against further implementation of DOL's 2008 H-2B regulations apart from the requested injunctive relief. *See Thomas*, 614 F.3d at 1322. Given the Court's conclusion that DOL lacked authority to enact its 2008 H-2B regulations, the Court further finds that Perez has prevailed in establishing the violation of the right asserted in his Complaint, and that an injunction prohibiting DOL from enforcing those rules would not adversely impact the public. *See id.* at 1317. For these reasons, the Court finds that Perez is entitled to the injunctive relief requested.

Accordingly:

1. Plaintiff Gabriel Perez's Motion for a Temporary Restraining Order and Preliminary Injunction (Doc. 6), which is treated as a motion for summary judgment on the merits, is **GRANTED**.
2. The Department of Labor's Final Rule dated December 19, 2008, and published at 73 Fed. Reg. 78,020, is hereby **VACATED** and Defendants

are permanently enjoined from enforcing it.

3. The parties' Joint Motion for Expedited Ruling (Doc. 10) is **DENIED** as moot.

4. The Clerk is directed to enter final judgment in favor of the Plaintiff and against the Defendants, and to tax costs against the Defendants.

DONE and ORDERED this 4th day of March, 2015.

M. Casey Rodgers

M. CASEY RODGERS
CHIEF UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF FLORIDA

PENSACOLA DIVISION

Gabriel Perez,

Plaintiff,

Civil Action
No. . 3:14-682-MCR

v.

Thomas E. Perez, in his official capacity as United States Secretary of Labor;
United States Department of Labor;
Eric M. Seleznow, in his official capacity as Acting Assistant Secretary for Employment and Training,

Defendants.

PLAINTIFF'S UNOPPOSED MOTION TO CLARIFY PERMANENT INJUNCTION

NOW COMES Plaintiff and moves this Court for an order clarifying the scope of the permanent injunction entered by the Court on March 4, 2015 (Docket Entry 14). Specifically, Plaintiff requests that the Court clarify that its order "permanently enjoin[ing]" Defendants from "enforcing" the Department of Labor's (DOL) 2008 H-2B regulation, published at 73 Fed. Reg. 78,020 (Dec. 19, 2008) was not intended to deprive DOL of its authority to enforce compliance with the substantive work terms contained in labor certifications issued pursuant to the 2008 Regulation prior to the entry of the Court's permanent injunction. Plaintiff has conferred with Defendants regarding this motion. Defendants do not oppose Plaintiff's request for clarification of the scope of the permanent injunction order, but take no position on the specific clarification

sought by the motion. Defendants intend to file a statement that more fully explains Defendants' position by Friday, September 4, 2015.

Plaintiff seeks this relief because the DOL believes that the Court's injunction barring "enforcement" of the 2008 Rule could be read not only to preclude it from issuing new labor certifications pursuant to the 2008 Rule, but may also prevent DOL from taking future action to enforce wage and other work terms contained in labor certifications approved prior to the entry of the injunction. DOL has complied with this reading of the injunction.

Plaintiff disagrees with DOL's broad reading of the injunction. Plaintiff's lawsuit was filed to enjoin DOL from "continued" use of the 2008 regulations to issue labor certifications; it was not filed to retroactively invalidate the few protections that those regulations provided. *See* Docket Entry 1 at 2 ("Plaintiff seeks a preliminary and permanent injunction prohibiting DOL from *continuing* to implement and enforce its 2008 H-2B rules to grant certifications. . .") (emphasis added). In accordance with Plaintiff's requested relief, Plaintiff believes that the permanent injunction granted by this Court was similarly phrased in prospective terms, enjoining only DOL's continued issuance of labor certifications using the 2008 regulations. *See* Docket Entry 14 at 7 ("The Court finds that DOL's continued use of its 2008 regulations will irreparably injure [Plaintiff] Perez. . . . The Court also finds that no remedy at law will provide protection against further implementation of DOL's 2008 H-2B regulations apart from the requested injunctive relief.") (emphasis added). Plaintiff contends that nothing in the Court's permanent injunction should be read to invalidate labor certifications issued prior to the Court's injunction

or to relieve DOL of its duty to enforce compliance with the wage and work terms promised by employers, under penalty of perjury, in those labor certifications.[1]

As a result of DOL's reading, employers who violated the minimum terms and conditions of work under which they received permission to employ H-2B workers are escaping federal sanctions for those violations and U.S. workers, whose wages and work terms were intended to be protected by those minimum terms and conditions of work, are being injured in violation of Congress' clear mandate that the importation of foreign workers not adversely affect the wages and working conditions of U.S. workers. An injunction invalidating the work terms of previously issued labor certifications would be tantamount to giving employers *carte blanche* to mistreat U.S. and foreign workers and to ignore the sworn promises they made in order to obtain the right to import foreign workers in direct violation of Congress' clear intention to protect U.S. workers from the adverse effects of foreign labor. Plaintiff did not seek such an injunction and seeks clarification that that was not the Court's intent.

Plaintiff also seeks clarification of the injunction because employers are using the Court's injunction to assert defenses to individual lawsuits brought by workers to enforce the terms and conditions of work promised in labor certification issued prior to the *Perez v. Perez* injunction. *See e.g. Moodie v. Kiawah Island Inn Co., LLC,* No. 2:15-cv-1097-RMG, 2015 WL 5037038 at *13 (D.S.C. Aug. 4, 2015) (rejecting employer's claim that the *Perez v. Perez* injunction vacating the 2008 Regulation precluded workers from enforcing the wage terms of the

[1] The Court's permanent injunction was entered on March 4, 2015. However, pursuant to DOL's uncontested motion to stay the effective date of that Order, the Court stayed the effective date of the Order, Docket Entry 19, subsequently extended that stay until new H-2B Rules were issued. Docket Entry 35 at 3. The permanent injunction finally went into effect on April 30, 2015. Docket Entry 49 at 3. Employers who received labor certifications, and H-2B workers, prior to that date were approved using the 2008 regulations and it compliance with those certifications that DOL is refusing to enforce.

employer's labor certification application issued pursuant to the 2008 regulations prior to this Court's injunction). While the court in *Moodie* correctly noted that "nothing in the *Perez* decision suggests that it is retroactive," it is, nevertheless, a waste of judicial resources to force court's to rule on motions over the meaning of this Court's injunction when the simple clarification sought by Plaintiff would resolve the issue.

Accordingly, Plaintiff moves this Court for an Order clarifying that the permanent injunction entered on March 4, 2014 and effective April 30, 2015, Docket Entry 49 at 3, only enjoined DOL from using the 2008 Regulations to issue new labor certifications for H-2B workers and did NOT enjoin DOL from using its enforcement powers to ensure compliance with the terms and conditions of work promised in labor certifications approved prior to the effective date of the Court's injunction..

/s/ Gregory S. Schell
Gregory S. Schell
Florida Legal Services, Inc.
508 Lucerne Avenue
Lake Worth, Florida 33460-3819
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CERTIFICATE OF SERVICE

I certify that the foregoing is being served electronically through the Electronic Case Filing (CM/ECF) system on the Defendants' attorneys.

/s/ Gregory S. Schell
Gregory S. Schell

Dated: August 28, 2015

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF FLORIDA
PENSACOLA DIVISION

GABRIEL PEREZ,	)	
	)	
Plaintiff,	)	
	)	
v.	)	**CIVIL NO. 14-682-MCR**
	)	
THOMAS E. PEREZ, *et al.*,	)	
	)	
Defendants.	)	

DEFENDANTS' OPPOSITION TO MOTION TO INTERVENE
BY THE NATIONAL ASSOCIATION OF LANDSCAPE PROFESSIONALS

The National Association of Landscape Professionals ("NALP") seeks leave to intervene for the limited purpose of filing a memorandum in opposition to the Plaintiff's Motion to Clarify Permanent Injunction, ECF No. 58. *See* ECF No. 61. Because the Court has now granted the underlying motion on which NALP seeks leave to submit additional briefing, NALP's motion to intervene for that limited purpose is moot. *See* ECF Nos. 50, 51 (orders denying prior intervention motions as moot).

On March 4, 2015, the Court vacated the Department of Labor's ("DOL") Final Rule dated December 19, 2008 ("2008 Rule"), 73 Fed. Reg. 78,020, and "permanently enjoined [DOL] from enforcing it." ECF No. 14 at 7-8. On August 28, 2015, Plaintiff filed a motion to clarify that the Permanent Injunction does not apply "retroactively" and did not "enjoin DOL from using its enforcement powers [under the 2008 Regulations] to ensure compliance with the terms and conditions of work promised in the labor certifications approved prior to the effective date of the Court's injunction." ECF No. 58 at 2, 4. On September 4, 2015, the Court issued an Order granting the relief requested in Plaintiff's Motion to Clarify Permanent Injunction stating

that "the permanent injunction was not intended to, and does not, apply retroactively." ECF No. 62 at 1. Therefore, despite the Court's vacatur of the 2008 Rule, Defendants interpret the September 4 Order as permitting DOL to enforce compliance with the employer obligations and terms and conditions of H-2B employment imposed by the 2008 Rule, including the terms and conditions contained in labor certifications issued pursuant to that rule before the Court's permanent injunction took effect on April 30, 2015. As Defendants noted in their Statement on Plaintiffs' clarification motion, "Defendants will . . . comply with the terms of the order as revised or clarified." ECF No. 60 at 3.

Because the Court has clarified its order, there is no live issue for NALP to brief. Therefore, the Court should deny the motion as moot as set forth in Defendants' proposed order. In the event the Court grants NALP's motion, Defendants request the opportunity to respond to NALP's proposed brief within fourteen days of the Court's order.

Dated: September 17, 2015

Respectfully Submitted,

BENJAMIN C. MIZER
Principal Deputy Assistant Attorney General

LEON FRESCO
Deputy Assistant Attorney General

EREZ REUVENI
Senior Litigation Counsel

By: s/ Sarah Wilson
SARAH WILSON
Trial Attorney
United States Department of Justice
Office of Immigration Litigation
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202-532-4700
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CERTIFICATE OF SERVICE

I certify that on September 17, 2015, I electronically filed the foregoing with the Clerk of Court by using the CM/ECF system, which will provide electronic notice and an electronic link to this document to the following attorney of record:

Gregory S. Schell
Greg@Floridalegal.org

s/ Sarah Wilson
SARAH WILSON
Trial Attorney
United States Department of Justice

RG OMB O/L

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES

In the Matter of:	*	
ADMINISTRATOR, WAGE & HOUR DIVISION Plaintiff	*	**Case No.:** 2018-TNE-00019
		WHD Reference #: 1689932
v.	*	
BUTLER AMUSEMENTS, INC., and MICHAEL BRAJEVICH Respondents	*	

* * * * * * * * * * * * * *

RESPONDENTS' UNOPPOSED MOTION FOR EXTENSION

RECEIVED
AUG 01 2018
Office of Administrative Law Judges
San Francisco, Ca

R. Wayne Pierce, Esquire
The Pierce Law Firm, LLC
133 Defense Hwy, Suite 201
Annapolis, Maryland 21401-7015
410-573-9955
Fax 410-573-9956
wpierce@adventurelaw.com
Attorney for Respondent

August 1, 2018

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8/2/18 JC Mr. Pierce Ltr Corp MBB

RESPONDENT'S UNOPPOSED MOTION FOR EXTENSION

Pursuant to 29 C.F.R. § 18.32 (b), Respondents move for an extension within which to file a reply brief and say:

1. This is an enforcement action arising under the H-2B visa provisions.

2. Under the current schedule, Respondents' reply brief is due on August 1, 2018, provided that no extension was available for service by mail under 29 C.F.R. § 18.32 (c).

3. An extension of the brief is warranted upon a showing of "good cause" with the motion is filed within the allotted time.

4. "Good cause" exists for this extension. The specific reasons showing good cause are:

- Administrator's Opposition Brief has argued a number of issues not previously raised, and which are novel.
- Respondents' counsel was unable to fully research these new issues within the available time.
- A brief extension will allow the Respondents to be parsimonious in their reply brief, thereby promoting administrative efficiency.
- Respondents would prefer to use overnight rather than hand delivery, which will add an additional day.

5. This is Petitioner's first request for an extension of this brief. No prejudice will result to the Government from this brief extension, nor will it impact any other deadlines. The Government does not oppose this motion.

CONCLUSION

For the foregoing reasons, Respondents request an extension under which their reply brief would be filed on or before Monday, August 6, 2018.

R. WAYNE PIERCE
The Pierce Law Firm, LLC
133 Defense Highway, Suite 201
Annapolis, MD 21401
Phone: 410-573-9955
Fax: 410-573-9956
Email: wpierce@adventurelaw.com

Attorney for Respondents

CERTIFICATE OF SERVICE

Respondents Butler Amusements, Inc., and Michael Brajevich hereby certify that on **August 1, 2018,** copies of the following:

1. Respondents' Unopposed Motion for Extension
2. Proposed Order

Were mailed, and a copy was e-mailed, to:

Cynthia F. Liao
Office of the Solicitor
U.S. Department of Labor
350 South Figueroa Street, Suite 370
Los Angeles, CA 90071
Ph: (213) 894-1595
Fax: (213) 894-2064
Liao.cynthia.f@dol.gov

And a copy was telefaxed only to:

Judge Richard M. Clark
U.S. Department of Labor
Office of Administrative Law Judges
90 Seventh Street, Suite 4-800
San Francisco, California 94103-1516
415-625-2201

And a copy was mailed to:

Chief Docket Clerk
Office of Administrative Law Judges
800 K Street NW, Suite 400
Washington, DC 20001-8002

R. WAYNE PIERCE

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES

RECEIVED
AUG 01 2018
Office of Administrative Law Judges
San Francisco, Ca

In the Matter of:	*	
ADMINISTRATOR, WAGE & HOUR DIVISION Plaintiff	*	**Case No.:** 2018-TNE-00019
	*	WHD Reference #: 1689932
v.	*	
BUTLER AMUSEMENTS, INC., and MICHAEL BRAJEVICH Respondent	*	

* * * * * * * * * * * * * *

ORDER

Upon consideration of Respondents' Unopposed Motion for Extension, it is this ____ day of August, 2018, by the Office of Administrative Law Judges,

ORDERED, that Respondents' Unopposed Motion for Extension be and it is hereby GRANTED; and it is further,

ORDERED, that Respondents will file their reply brief on or before August 6, 2018.

Richard M. Clark
Administrative Law Judge

****
*** Receive Results ***
****

Receive job successful.

Job No.	7247
Address	
Name	
Start Time	08/01 03:10 PM
Call Length	02'10
Sheets	7
Result	OK

THE PIERCE LAW FIRM, LLC

AdventureLaw

Facsimile Cover Sheet

To: Judge Clark

Fax No.: 415-625-2201 Phone No.:

From: R. Wayne Pierce Phone No.: 410-573-9959

Date: 1 Aug 18 Time:

File No.: Pages including cover: 6

Message:

Please find attached a letter from Mr. Pierce regarding
Motion for Extension
Proposed Order
Hard copy will NOT follow by mail.
Permission to Fax was received.

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FAX

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NOTES:

Date and time of transmission: Wednesday, August 1, 2018 6:01:12 PM
Number of pages including this cover sheet: 07

THE PIERCE LAW FIRM, LLC

AdventureLaw

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Email: WPierce@AdventureLaw.com
Direct: 410-573-9959

August 2, 2018

RECEIVED
AUG 06 2018
Office of Administrative Law Judges
San Francisco, Ca

Judge Richard M. Clark
U.S. Department of Labor
Office of Administrative Law Judges
90 Seventh Street, Suite 4-800
San Francisco, CA 94103-1516

Re: ***Administrator, Wage & Hour Division v. Butler Amusements, Inc.***
Case No.: 2018-TNE-00019
WHD Reference #: 1689932

Dear Judge Clark:

This letter will confirm the Court granted Respondents' motion for extension. Accordingly, Respondents' reply brief will be filed on or before August 6, 2018.

Sincerely,

R Wayne Pierce

R. Wayne Pierce

RWP:kmp

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8-6-18

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES

In the Matter of:	*	
ADMINISTRATOR,	*	
WAGE & HOUR DIVISION		**Case No.:** 2018-TNE-00019
Plaintiff	*	
		WHD Reference #: 1689932
v.	*	
BUTLER AMUSEMENTS, INC., and	*	
MICHAEL BRAJEVICH		
Respondent	*	

* * * * * * * * * * * * * *

RESPONDENT'S REPLY SUPPORTING ITS OPPOSED AMENDED MOTION FOR SUMMARY JUDGMENT

2018 AUG 22 AM 7:29

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Fax 410-573-9956
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Attorney for Respondent

August 6, 2018

PRELIMINARY STATEMENT

Under the original scheduling order, the parties were to conduct a conference and develop a discovery plan under 29 C.F.R. § 18.50 (b). *Notice of Hearing and Pre-Hearing Order* at 2, § II.A (Mar. 28, 2018). As contemplated by § 18.50 (b), counsel exchanged a series of e-mails directed to settlement, mandatory disclosures, phasing the case, and limitations on discovery. Both parties recognized that the Administrator had already benefited substantially from WHD's unrestricted discovery during the investigation of the case. On April 23, 2018, counsel had an extended telephone conversation during which Respondent's counsel identified all of the issues raised in Respondent's early motion for summary judgment. Exhibit 15, Affidavit from R. Wayne Pierce ¶ 3 (Aug. 6, 2018). Respondent's counsel vigorously emphasized that early motions would be ineffective if the Administrator's opposition simply declared that there was a factual dispute for which discovery was necessary. The Administrator's counsel at the time asked a series of questions to satisfy herself that these issues were ripe for disposition by motion. By the conclusion of the conversation, the Administrator's counsel at the time agreed that these issues were ripe for early disposition. *Id.* ¶ 4-6.

The essence of this discovery plan was communicated in the parties' *Joint Request for Status Conference regarding Discovery Plan* (Apr. 25, 2018). After identifying the essence of the issues to be addressed, both parties requested that the case be phased so that these issues could be briefed while staying discovery. In doing so,

> both parties recognize[d] that engaging in discovery, while these legal issues remain, will consume substantial time and resources. Nobody wants to spend resources on legal theories that ultimately will be found to be baseless. Further, until these legal issues are resolved, meaningful settlement discussions are not possible.

Id. at 2. Despite this agreed discovery plan, the Administrator has now raised a number of factual disputes[1] that purportedly warrant discovery, even though these issues were previously articulated and the Administrator satisfied herself that early motion practice was mutually beneficial.[2]

ARGUMENT

The Administrator argues at length why job tasks are important to the regulation of H-2B employment. Administrator's Mem. at 4-7. The Administrator even accuses, *without any citation*, that Respondent "frivolous[ly]" contends "that their obligation to represent their temporary need accurately does not preclude their use of H-2B workers for unstated purposes and that, even if it did, they did not realize that this is the case." *Id.* at 12. The Administrator's policy arguments are beside the point. Respondent has not been charged with violating policy arguments or misinterpreting the 2008 DOL regulations. The only issue that is germane is whether the Administrator may sustain a citation that Respondent violated the 2008 DOL regulations.

I. NEITHER THE SUBSTANTIVE PORTIONS OF THE 2008 DOL REGULATIONS NOR THE PROCEDURAL PORTIONS OF THE 2015 DOL REGULATIONS ARE ENFORCEABLE

Relying on this Court's and another A.L.J. decision from early 2017, the Administrator contends that challenges to the enforceability of the 2008 DOL regulations are "tired." *Id.* at 15-17. As a result, the Administrator *completely* ignores outcome-

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[1] Curiously, the Administrator contends that there are disputed issues of fact, but did not actually file any new evidence to support that position, relying instead on Respondent's documentary evidence.

[2] Nevertheless, it is important to note that the Administrator has *not* moved for summary disposition in her own right. Accordingly, Respondent has refrained from submitting its own factual issues, in part because it undercuts the very purpose of the parties discovery plan.

determinative or subsequent developments. The Administrator (and his supporting A.L.J. decisions) never cite, much less discuss, that

- the ARB has now persuasively addressed the issue of subject matter jurisdiction. Respondent's Mem. at 7.
- DOL itself voluntarily "replaced" the 2008 regulations, and 5 federal circuits have held that replaced regulations have no operative effect.[3] Respondent's Mem. at 7-8, 10-11.
- the 2008 regulations were not only enjoined, but they were also vacated, which independently deprives the 2008 regulations of enforceability. Respondent's Mem. at 11-16.

This is not a case of asking an A.L.J. to determine jurisdiction; rather, there are no regulations to enforce, so A.L.J.'s have no choice but to dismiss the allegations. Respondent's Mem. at 11.

The Administrator attempts to evade this debacle by contending in a single sentence that the 9142 was bootstrapped into the I-129. Administrator's Mem. at 19, n. 9. The Administrator does not bother to support this astonishing proposition. For multiple reasons, the 2008 regulations no longer exist, and the fact that the 9142 may have been acted upon by USCIS does not bring those regulations back from the dead.

---

[3] The Administrator attempts to avoid this doctrine by contending that Respondent's 9142, which was completely approved on December 14, 2012, Butler Exh. 2, at 21, was somehow still being "processed" on April 29, 2015. Administrator's Mem. at 20. The Administrator does not explain how a garden-variety, effective-date provision for the 2015 regulations magically evades the replacement doctrine. The Secretary of Labor already made his choice to unqualifiedly replace the 2008 regulations rather than face the impossible task of rationally explaining why the 2008 regulations were retroactively sufficient before 2015, but not prospectively after 2015. Nor has the Administrator shown how DOLETA could still be "processing" an application that it already approved years earlier.

In addition to this gauntlet of substantive deficiencies, the Administrator ignores the procedural shortcomings. The Administrator's position is that the procedural rules under the 2015 regulations apply retroactively,[4] and the A.L.J. lacks jurisdiction to rule otherwise. Administrator's Mem. at 20, n. 10. The problem with that argument is that there are, in the eyes of the Administrator, too many rules, *i.e.*, there are 2 equally-valid sets up procedural rules (the 2008 and 2015 versions) and no mechanism for determining when they apply. Fundamentally, there is no public notice and comment as to which rules apply, and this is just the sort of challenge under the Administrative Procedure Act that Respondent is entitled to pursue and this Court has jurisdiction to determine. *See* 29 C.F.R. § 18.10 (b) ("proceedings follow the Administrative Procedure Act"). If anything, the 2008 procedural provisions have a superior claim because the Administrator chose to resuscitate them after adopting the 2015 regulations. Administrator's Mem. at 20. The important point is that the Respondent should not be put to the prejudice of choosing between competing regulations.

II. THE ADMINISTRATOR IS EXPRESSLY PROHIBITED FROM CHALLENGING RESPONDENT'S PREVAILING WAGES

Respondent contended that DOLETA *alone* is authorized by the 2008 regulations to determine the appropriate prevailing wage. Respondent's Mem. at 18-19. The Administrator never responded to this issue. *See* Administrator's Mem. at 21-22. Instead, the Administrator is apparently attempting to re-write the regulations. Regardless of whether the Administrator is authorized to pursue remedies, the fact remains that only DOLETA may issue prevailing wage determinations after pursuing its own administrative

[4] Although the Administrator gives lip service to the cardinal rule that regulations may not be applied retroactively if doing so is prejudicial, Administrator's Mem. at 20, n. 10, he chose to ignore Respondent's extensive reasons why Respondent is, in fact, prejudiced, Respondent's Mem. at 17-18.

procedures. The only regulatory option available to the A.L.J. is to dismiss and remand the case so that the Administrator may pursue further proceedings.

III. RESPONDENT WAS NOT PLACED ON NOTICE OF ANY PERTINENT REGULATORY REQUIREMENTS

Respondent moved for summary disposition on the legal issue that there was no regulatory basis for

- enforcing Attestation #13,
- how to perform and describe a job task analysis,
- the regulatory significance of the job title in the I-129.

Respondent's Mem. at 19-22. Without a basis in the clear text of the published regulations, these issues could not be the subject of a citation. Once again, the Administrator chose to ignore this doctrinal requirement or point to any express regulatory provisions that might sustain the Administrator's determination letter. *See generally* Administrator's Mem. at 19-20.

IV. RESPONDENT DID NOT SUBSTANTIALLY VIOLATE ANY REGULATORY REQUIREMENTS

Respondent moved for summary disposition that the "incidental-duty" rule and the rule governing "dual positions"[5] apply to this case. Respondent's Mem. at 22-23. The Administrator's reply, such as it is, seems to be that those rules are valid but only apply in debarment proceedings. Administrator's Mem. at 14, n. 6. This merely proves the very point why this Court should apply the rule of *GT Trans, Inc.*, 2016-TLN-29, at *6 (BALCA Apr. 15, 2016): Because the Administrator acknowledges the validity of the "incidental-duty" rule in other, directly analogous circumstances, it should be applied here. It makes no

[5] The Administrator did not comment on the rule governing "dual positions," and apparently does not dispute the application of that rule to this case.

sense that an exception to the more-severe debarment remedy would not apply in the event that a different remedy was sought. It also provides useful "concreteness" to the vague concept of a "substantial" violation. Any other rule would promote form over substance and encourage "creative" charging of violations.

V. RESPONDENT DID NOT WILLFULLY OR SUBSTANTIALLY FAIL TO COMPLY WITH ANY REGULATORY REQUIREMENTS

Respondent moved for summary disposition on the legal proposition that it was entitled to credit for providing housing, local convenience travel and various other "facilities" for its employees. Respondent demonstrated that another A.L.J. had already determined that the FLSA's primary benefit rule did not apply to FLSA-exempt employers, such as Respondent, and that Respondent reasonably relied on pronouncements from both USCIS and DOL throughout the relevant time that FLSA-exempt employers *were* entitled to credits for such payments. Respondent's Mem. at 23-28.

The Administrator contends that there is a fact issue whether these benefits were "normal" in the relevant industry. Administrator's Mem. at 23-24. This argument falsely assumes that housing, local convenience travel and other benefits were a required "job condition." Because of the Administrator's unrestricted investigative powers, the Administrator should full well know that these benefits were voluntary and "not unusual," and that workers participated precisely because they benefited. Be that as it may, if it is necessary to have targeted discovery whether these benefits were "required" or "normal" so that this issue may be resolved as a matter of law, then allowance should be made for narrowly-scoped discovery.

The Administrator also objects because the "job offer" did not specify these "deductions." Administrator's Mem. at 24. First, Respondent has already shown that

USCIS expressly permitted FLSA-exempt employers to charge for these benefits regardless of any disclosure requirements. Respondent's Mem. at 24. Moreover, the 2008 regulations did not define the term "job offer." *See* 20 C.F.R. § 655.4. Nevertheless, the Respondent's own 9142 identified most of these employee benefits. Respondent's Mem. at 23-24. Because of the Administrator's unrestricted investigative powers, the Administrator should have already known that these workers return year after year and are fully aware of the benefits that they receive. If it is necessary to have targeted discovery on the issue of whether the "job offer" disclosed these benefits, then such a narrow scope should be established. In addition, that regulation is limited to "deductions," but Respondent did not make a deduction; rather, Respondent is claiming a credit, so the regulation does not apply on its face.

The Administrator also challenges on the basis that any "deduction" must be "reasonable." The Administrator makes the extraordinary leap of faith that "reasonableness" must be determined according to the FLSA. Administrator's Mem. at 24-25. However, Respondent has already shown that the 2008 regulations fatally failed to advise FLSA-exempt employers that they were subject to its provisions. Respondent's Mem. at 24. Even if it were possible to apply the "primary benefit" rule without any prior notice to Respondent, then the most that the Administrator could accomplish is limited discovery on that narrow issue. This argument also suffers from the same weaknesses that USCIS expressly approved Respondent's practices, and it is limited to "deductions," not credits.

Finally, the Administrator, without any supporting authority, contends that the Respondent is not entitled to any credit that preceded or followed the Administrator's

investigative timeframe. Administrator's Mem. at 26. The very purpose of taking a credit for benefits conferred is restitutionary: to put the parties in the position that they would have been in, the Administrator's purported goal in this case. *See, e.g.*, *Wage-And-Hour Opinion Letter No. FLSA 2005-3*, at ¶ 4 (Jan. 7, 2005) (discussing the purpose of a prepayment plan) < http://www.dol.gov/whd/opinion/FLSA/2005/2005_01_07_3_FLSA_PrepaymentPlan.pdf >; U.S. Department of Labor, Wage & Hour Division, *Field Operations Handbook* ¶ 32j16c (2016) (same) < http://www.dol.gov/whd/FOH/FOH_Ch32.pdf >. As long as the benefit was conferred, then Respondent's restitutionary interest must be satisfied, regardless of whether the benefit occurred before or after the Administrator's narrow investigation.

VI. THE REMEDY OF "BACK WAGES" IS NOT AVAILABLE FOR MISCLASSIFICATION

The parties disagree whether 20 C.F.R. § 655.65 (i) authorizes the Administrator to pursue back wages as a remedy for every possible violation, or only as expressly provided in the second sentence of that section. Because the Administrator acknowledges that he is not proceeding within the meaning of the second sentence, Administrator's Mem. at 22, the regulations do not provide for the remedy sought in this case. The Administrator's interpretation strips all meaning from that particular sentence because it would necessarily be subsumed by the preceding sentence.

As a matter of law, Respondent also sought summary judgment for the legal principles that the workers could recover back wages for only those periods of time when they were working in the alternative job codes, and that the hourly rate must be determined based on the prevailing wage at each location. Respondent's Mem. at 29. The Administrator did not respond to either of these legal issues. The appropriate remedy is an order that the Administrator re-issue a determination based on these considerations.

VII. THIS ACTION IS TIME-BARRED BY THE STATUTE OF LIMITATIONS

Respondent sought summary adjudication on the basis of numerous, reticulated statutes of limitations. Respondent's Mem. at 29-34. In addition to the *Hotelmacher* case previously cited, yet another A.L.J. has now determined that the 5-year statute of limitations applies to H-2B enforcement actions. *Administrator v. Graham & Rollins, Inc.*, No. 2018-TNE-00022, at 5-11 (OALJ June 26, 2018).

Yet the Administrator rejects this trend on the twice-rejected basis that "back wages" do not constitute a "penalty" within the meaning of the statute. Administrator's Mem. at 28. Not only does the Administrator's narrow construction ignore common sense, but it also ignores the reality of the case. The conduct at issue occurred 5.5 years ago and the likelihood that any of these 9 workers will be found in Mexico is slim or nonexistent. Thus, the odds are overwhelming that any recovery is not for restitution, but will inure to the benefit of the U.S. Treasury. *See* Respondent's Mem. at 33.

Another major shortcoming in the Administrator's argument is that he has loosely characterized the attachment point for the statute of limitations. The statute of limitations accrued when the Administrator had a complete and present cause of action. *See* Respondent's Mem. at 30. In this case, the Administrator could have initiated an investigation or even a determination letter based simply on misrepresentations in the Respondent's approved 9142, which occurred on December 14, 2012. And, even under the Administrator's view, the Administrator had a complete cause of action no later than the start of employment on February 1, 2013. Either of these events precede the all-important date, which even the Administrator acknowledges is February 6, 2013. Administrator's Mem. at 27.

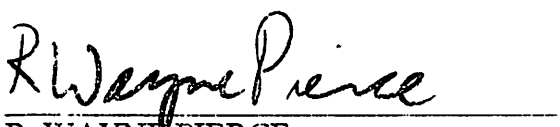
Finally, the Administrator gives short shrift to a number of other viable statutes of limitations, all of which have a shorter time frame. In sum, the harder the Administrator pushes that the remedy does not qualify as a "penalty," the stronger is the case that the statute of limitation should be determined by Oregon, FLSA, or other INA-based statutes.

VIII. MR. MICHAEL BRAJEVICH IS NOT INDIVIDUALLY LIABLE

The Administrator contends that Mr. Brajevich "can" be individually liable based on piercing the corporate veil. Administrator's Mem. at 30. This argument misses the point. Respondent's argument is that, as a matter of law, Mr. Brajevich was not actually cited with any wrongdoing; rather, all of the misconduct is charged to the corporate employer. If the Administrator intends to pursue Mr. Brajevich individually, then he should file an appropriate amendment, but in the meantime, a summary dismissal is warranted.

CONCLUSION

For the foregoing reasons, Respondent prays that its motion for summary judgment be granted and that the parties submit a revised litigation plan in light of any issues that may remain.



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Attorney for Respondent

CERTIFICATE OF SERVICE

Respondent Butler Amusements, Inc. hereby certifies that on **August 6, 2018,** copies of the following:

1. Respondent's Replies Supporting Its Opposed Amended Motion for Summary Judgment
2. Supporting Exhibit

Were mailed, and a copy was e-mailed, to:

Cynthia F. Liao
Office of the Solicitor
U.S. Department of Labor
350 South Figueroa Street, Suite 370
Los Angeles, CA 90071
Ph: (213) 894-1595
Fax: (213) 894-2064
Liao.cynthia.f@dol.gov

And a copy was hand-delivered to:
Judge Richard M. Clark
U.S. Department of Labor
Office of Administrative Law Judges
90 Seventh Street, Suite 4-800
San Francisco, California 94103-1516

And a copy was mailed to:
Chief Docket Clerk
Office of Administrative Law Judges
800 K Street NW, Suite 400
Washington, DC 20001-8002

R. WAYNE PIERCE

8-6-18 clark/SF

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES

In the Matter of:	*	
ADMINISTRATOR, WAGE & HOUR DIVISION Plaintiff	*	**Case No.:** 2018-TNE-00019
	*	WHD Reference #: 1689932
v.	*	
BUTLER AMUSEMENTS, INC., and MICHAEL BRAJEVICH Respondent	*	

* * * * * * * * * * * * * *

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AFFIDAVIT

I, R. Wayne Pierce, make the following affidavit under oath:

1. I am over the age of 18 years.

2. I am competent to testify and have personal knowledge regarding the facts contained herein.

3. As preparation for the parties' discovery plan, counsel exchanged a series of e-mails directed to settlement, mandatory disclosures, phasing the case, and limitations on discovery. Both parties recognized that the Administrator had already benefited substantially from WHD's unrestricted discovery during the investigation of the case. On April 23, 2018, counsel had an extended telephone conversation during which I identified all of the issues raised in Respondent's early motion for summary judgment.

4. I vigorously emphasized that early motions would be ineffective if the Administrator's opposition simply declared that there was a factual dispute for which discovery was necessary.

5. The Administrator's counsel at the time asked a series of questions to satisfy herself that these issues were ripe for disposition by motion.

6. By the conclusion of the conversation, the Administrator's counsel at the time agreed that these issues were ripe for early disposition.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on August 6, 2018.

R Wayne Pierce

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UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES

ADMINISTRATOR, WAGE & HOUR DIVISION, Prosecuting Party, v. BUTLER AMUSEMENTS, INC.; MICHAEL BRAJEVICH, Respondents.	ALJ No. 2018-TNE-00019 WHD No. 1689932

RECEIVED
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Office of Administrative Law Judge
San Francisco, CA

NOTICE OF APPEARANCE AND REQUEST FOR SERVICE OF DOCUMENTS

Please take notice that Marc A. Pilotin hereby enters his appearance as counsel for the Administrator, Wage & Hour Division. All further notices in this matter should be served on counsel at:

Marc. A. Pilotin, Esq.
U.S. Department of Labor
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KATE S. O'SCANNLAIN
Solicitor of Labor

JANET M. HEROLD
Regional Solicitor

MARC A. PILOTIN
Counsel for Wage and Hour Litigation

Attorneys for the Administrator
Wage and Hour Division

CERTIFICATE OF SERVICE

I hereby certify that on September 4, 2018, a copy of the foregoing **NOTICE OF APPEARANCE AND REQUEST FOR SERVICE OF DOCUMENTS** was served upon Respondents by placing a true and correct copy in a sealed government envelope addressed to:

R. Wayne Pierce
The Pierce Law Firm, LLC
133 Defense Highway, Suite 201
Annapolis, MD 21401

Counsel for Respondents

/s/Llewlyn D. Robinson
LLEWLYN D. ROBINSON
Paralegal Specialist

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF THE SOLICITOR

U.S. Department of Labor

Office of Administrative Law Judges
90 Seventh Street, Suite 4-800
San Francisco, CA 94103-1516

(415) 625-2200
(415) 625-2201 (FAX)

Issue Date: 14 November 2018

CASE NO.: 2018-TNE-00019

In the Matter of:

ADMINISTRATOR, WAGE & HOUR DIVISION,
Prosecuting Party,

v.

BUTLER AMUSEMENTS, INC. AND
MICHAEL BRAJEVICH, an individual,
Respondents.

ORDER DENYING SUMMARY DECISION

This matter arises under the H-2B provisions of the Immigration and Nationality Act ("INA"), 8 U.S.C. §§ 1101, *et seg.*, and the implementing regulations at 20 C.F.R. Part 655, Subpart A.[1] The matter is not currently set for hearing.

On February 6, 2018, the Administrator, Wage and Hour Division of the U.S. Department of Labor, ("Administrator") issued a Determination Letter finding that Butler Amusements, Inc. and Michael Brajevich ("Respondents") substantially failed to comply with the proper job classification requirements of the H-2B program. The Administrator sought unpaid wages and assessed a civil monetary penalty. Respondents subsequently requested a hearing on the Administrator's determination. *See* 29 C.F.R. § 503.43.

On June 1, 2018, Respondents filed an Opposed Motion for Summary Judgment, and on June 22, 2018, filed an Opposed Amended Motion for Summary Judgment ("Mot.").[2] After being granted an unopposed extension of time, the Administrator responded on July 25, 2018, with an Opposition to Respondents' Amended Motion for Summary Judgment ("Opp.). On August 6, 2018, Respondents filed a permissible reply ("Reply").

As explained below, Respondents' request for relief is denied on all grounds.

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[1] This matter is brought under the substantive 2008 H-2B regulations at 20 C.F.R. Part 655, Subpart A, and the 2015 H-2B procedural regulations at 29 C.F.R. Part 503.

[2] In a cover letter to the Amended Motion, Respondents incorporated the exhibits filed with the original motion for summary judgement on June 1, 2018. I allowed the filing of the amended motion after the parties filed a Joint Motion for Enlargement of Time on June 18, 2018, wherein Respondents requested leave to file the amended motion and the Administrator requested an extension of time to file an opposition.

Background

An H-2B employee is defined as "having a residence in a foreign country which he has no intention of abandoning who is coming temporarily to the United States to perform other temporary service or labor if unemployed persons capable of performing such service or labor cannot be found in this country…." 8 U.S.C. § 1101(a)(15)(H)(ii)(b). The H-2B program permits employers to hire such nonimmigrant workers to perform temporary nonagricultural work within the United States on a one-time occurrence, seasonal, peakload, or intermittent basis, as defined by the Department of Homeland Security ("DHS"). 8 C.F.R. § 214.2(h)(6)(ii)(B). DHS requires that employers petitioning for H-2B visas obtain a labor certification from the Department of Labor ("DOL") before applying for H-2B visas through DHS. 8 C.F.R. § 214.2(h)(6)(iii)(A). To obtain the labor certification, employers first obtain a prevailing wage determination for the job opportunity from DOL's Employment and Training Administration ("ETA"). 20 C.F.R. § 655.10 (2009).[3] Employers must offer and pay the H-2B workers the highest of the prevailing wage or the applicable federal, state, or local minimum wage. 20 C.F.R. § 655.22(e) (2009). After obtaining the prevailing wage determination, the employer submits an Application for Temporary Employment Certification ("Form 9142") and recruitment report to the ETA. 20 C.F.R § 655.20 (2009). In the Form 9142, the employer must certify under penalty of perjury that the information contained on the application is true and correct, and the employer's signature constitutes its acknowledgment and acceptance of the obligations of the H-2B program. *See* Ex. 2 at 31-32[4]; 20 C.F.R. § 655.65(f) (2009).

Section 214(c)(l4) of the INA gives DHS the authority to impose administrative remedies where the Secretary of DHS finds "a substantial failure to meet any of the conditions of the petition to admit…a nonimmigrant worker under [8 U.S.C. § 1101(a)(l5)(H)(ii)(b)] or…a willful misrepresentation of a material fact in such petition." 8 U.S.C. § 1184(c)(14)(A). The DHS is authorized to delegate this enforcement authority to the Secretary of Labor, 8 U.S.C. § 1184(c)(14)(B), and has delegated to the Secretary of Labor its authority "to enforce compliance with the conditions of a petition and Department of Labor approved temporary labor certification to admit or otherwise provide status to an H-2B worker." 8 C.F.R. 214.2(h)(6)(ix). This enforcement authority has been further delegated within DOL to the Administrator of the Wage and Hour Division. *See* Secretary's Order 01-2014, 79 FR 77527-01 (Dec. 19, 2014).

Respondent Butler Amusements is a traveling amusement operator. Mot. at 2. In late 2012, Butler Amusements submitted a Form 9142 requesting 246 workers to work as "Amusement and Recreation Attendants." Ex. 2 at 24. On the Form 9142, the job duties were listed as performing a "variety of attending duties at [an] amusement facility (traveling carnival). Set-up, tear-down, operate amusement rides, food concessions and/or games." *Id.* at 26. Respondents had previously obtained the prevailing wages for the position at various worksites from the ETA, based upon the same "Amusement and Recreation Attendants" job title and description (Standard Occupational Code ("SOC") 39-3091). Ex. 1. In the Form 9142, Respondents represented that the workers would not supervise other employees, and that no specific licenses or certifications were required for the job, except for a drug and criminal background check. Ex. 2 at 26-27. The workers would work

[3] The 2008 H-2B regulations were promulgated on December 19, 2008, effective on January 18, 2009, and codified into the Code of Federal Regulations in 2009. *Labor Certification Process and Enforcement for Temporary Employment in Occupations Other Than Agriculture or Registered Nursing in the United States (H-2B Workers), and Other Technical Changes*, 73 Fed. Reg. 78,020 (Dec. 19, 2008).

[4] Respondents' exhibits are numbered and the Administrator's exhibits are lettered.

40 hours per week, and would be paid from $323.60 to $368.40 per week. *Id.* at 26, 28. Butler Amusements CEO Michael Brajevich signed the Form 9142 in Appendix B.1, certifying that various conditions of employment were met and that the information in the application was true and accurate, as well as that "[t]he dates of temporary need, reason(s) for temporary need, and number of worker positions being requested for certification has been truly and accurately stated on the application." *Id.* at 32 ("Attestation #13"). The ETA granted labor certification on December 14, 2012. Mot. at 2, Ex. 2; Opp. at 8. On December 17, 2012, Respondents submitted DHS Form I-129 seeking the H-2B visas, which DHS approved on January 4, 2013. Ex. 4.

The Administrator subsequently opened an investigation for the period from February 1 to April 24, 2013. Ex. 9 at 92. On November 22, 2013, the investigator found that ten workers were employed outside of the approved job title of "Amusement and Recreation Attendants." Ex. 5, 6. The investigator determined that these workers had worked as drivers, maintenance workers, supervisors, and office administrators. Mot. at 3, Ex. 5. These positions have different SOC codes and a different prevailing wage. *See* Ex. 6 at 85. Based on this investigation, the Administrator provided a "Summary of Unpaid Wages" calculating back wages due. Mot. at 3, Ex. 5. Respondents disputed the theory of the investigation on multiple grounds, including that back wages were not an available remedy, and that the identified workers only worked outside the approved job code for a few hours each week as well as "substantially less than 40 hours per week" during the investigation period. Mot. at 3, Ex. 6 at 85-86. On February 25, 2014, the investigator issued a revised "Summary of Unpaid Wages" form, with revisions in the amount due and calculations for only nine workers instead of ten.[5] Ex. 8. According to the revised form, the total amount of unpaid wages due was $24,987.60. *Id.* at 91.

On February 6, 2018, the Administrator issued the Determination Letter finding that Respondents substantially failed to comply with the requirement to provide proper job classification information on the Form 9142 and DHS Form I-129. Ex. 9. Specifically, the Administrator found that Respondents "placed workers in occupation(s) other than listed on the I-129 Petition or the 9142 Application." *Id.* at 96. The Administrator based the finding on the substantive provisions of the 2008 H-2B regulations and the procedural provisions of the 2015 H-2B regulations, and determined that Respondents violated Attestation #13 and 20 C.F.R. § 655.22(n) (2009) as well as the Form I-129's part 5, question 1.[6] *Id.* at 92. The Administrator asserted that $24,987.60[7] in back wages were due, and assessed $10,000 in civil money penalties. *Id.*

After Respondents requested a hearing, the parties requested a stay of discovery so that certain legal issues could be litigated, including arguments regarding jurisdiction, whether the Administrator could recover back wages under these circumstances, and whether the misclassification was substantial. *See* Joint Request for Status Conference Regarding Discovery Plan (Apr. 25, 2018); Order Vacating Hearing, Staying Proceedings and Setting Briefing Schedule (May 9,

[5] The revised form omitted the tenth worker who had performed office administrative functions, and the Administrator is not pursuing a claim on behalf of the tenth worker. *See* Opp. at 9, n.2.

[6] 20 C.F.R. § 655.22(n) (2009) requires that "The dates of temporary need, reason for temporary need, and number of positions being requested for labor certification have been truly and accurately stated on the application." Attestation #13 tracks this same language. Part 5, Question 1 of the Form I-129 requests the job title for the requested foreign workers. Ex. 3 at 47.

[7] In the Determination Letter, the Administrator listed the unpaid wages as $24,987.20. *See* Ex. 9 at 92. However, this appears to be a typographical error as the attached "Summary of Violation and Remedy" references the $24,987.60 calculated by the investigator.

2018). The stay was granted and the parties subsequently filed the briefing that is the subject of this order.

Legal Standard for Summary Decision

This matter is governed by the Rules of Practice and Procedure for Administrative Hearings Before the Office of Administrative Law Judges, found at 29 C.F.R. Part 18. 29 C.F.R. § 503.44(a).

Summary decision shall be granted if the movant shows that there is no genuine dispute as to any material fact and the movant is entitled to a decision as a matter of law. 29 C.F.R § 18.72. The standard for summary decision, as outlined in 29 C.F.R. § 18.72, is analogous to the standard developed under Rule 56 of the Federal Rules of Civil Procedure. *Mara v. Sempra Energy Trading, LLC*, ARB No. 10-051, ALJ No. 2009-SOX-18, slip op. at 5 (ARB June 28, 2011). Summary judgment is designed "to isolate and dispose of factually unsupported claims or defenses." *Celotex Corp. v. Catrett*, 477 U.S. 317, 323-24 (1986). The initial burden is on the moving party to demonstrate that there is no genuine issue of material fact. *Celotex*, 477 U.S. at 323. Once this burden is met, the non-moving party must establish the existence of a genuine issue of material fact. *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 250 (1986). In assessing a motion for summary decision, a court must consider the facts in the light most favorable to the non-movant, drawing all reasonable inferences in the non-movant's favor. *Scott v. Harris*, 550 U.S. 372, 378 (2007) (*quoting United States v. Diebold, Inc.*, 369 U.S. 654, 655 (1962) (*per curiam*)); *Mara*, ARB. No. 10-051, slip op. at 5.

Although Respondents' motion is characterized as a motion for summary decision, some of Respondents' arguments are more properly analyzed under the standard applicable to a motion to dismiss. This Office's rules allow a motion to dismiss "for reasons recognized under controlling law, such as lack of subject matter jurisdiction, failure to state a claim upon which relief can be granted, or untimeliness." 29 C.F.R. § 18.70(c); *see also* Fed. R. Civ. P 12(b)(6).

Discussion

Respondents seek summary decision on a number of grounds and on a variety of issues, each of which is addressed in turn below.

1. Standard of Review

Respondents argue that the standard of review is de novo. Mot. at 5-6. In support, Respondents cite a recent decision by the Board of Alien Labor Certification Appeals ("BALCA") regarding the appeal of the denial of an H-2B labor certification (*Best Solutions USA, LLC*, BALCA No. 2018-TLN-00117 (May 22, 2018)). They also argue that the Wage and Hour Division is operating outside of its area of expertise because it is ETA's responsibility to assign job codes. Mot. at 5. Additionally, Respondents contend that the standard should be de novo because DHS, which delegated enforcement authority to the DOL, has a corollary Administrative Appeals Office that reviews de novo all issues of fact, law, policy, and discretion and the DOL is bound by the same constraints that bind DHS. *Id.* at 5-6.

The Administrator agrees that the standard of review is de novo given that the focus is on legal issues, but disputes that the Wage and Hour Division is operating outside its area of expertise, noting that that DHS delegated to the Secretary of Labor its authority "to enforce compliance with

the conditions of a petition and Department of Labor-approved temporary labor certification to admit or otherwise provide status to an H-2B worker." 8 C.F.R. 2 l 4.2(h)(6)(ix); Opp. at 11, n.4.

While the Administrator conceded that the de novo standard applies to "legal issues," it appears that Respondents are arguing for a de novo standard of review on the merits of the case, which the Administrator did not address. The case cited by the Administrator for the proposition that the standard of review of legal issues is de novo refers to the Administrative Review Board's ("ARB") review of legal issues. *See Employment & Training Admin., Div. of Foreign Labor Certification v. Barry's Ground Cover*, ALJ No. 2012-TLC-11, ARB No. 12-079, slip op. at 3 (ARB Jan. 16, 2014) ("The [ARB] exercises de novo review of legal issues."). However, I am not tasked with reviewing legal issues in the same manner as the ARB, whether for the purposes of this motion or for the case on the merits.

I find that the proper standard of review of the Wage and Hour Division's determination is unnecessary to decide for the purposes of this motion. The parties agreed to submit briefing, ostensibly, only to resolve legal issues. Determining whether de novo review or some more deferential standard is proper would not result in summary decision for either party, or a dismissal of this matter. The proper standard of review is a determination more appropriately decided when I am tasked with reviewing the Administrator's determination, either after a hearing or after the parties have engaged in discovery and submitted the matter for consideration on the merits.

Therefore, Respondents' request for an adjudication on the appropriate standard of review to be applied in this matter is denied.

2. Applicability of the 2008 and 2015 Regulations

Respondents contend that neither the substantive portions of the 2008 H-2B regulations nor the procedural portions of the 2015 H-2B regulations are enforceable. Mot. at 6-18.

2008 H-2B Regulations

On March 4, 2015, the United States District Court for the Northern District of Florida vacated the DOL's 2008 H-2B regulations and enjoined the DOL from enforcing these regulations. *Perez v. Perez*, No. 3:14-cv-00682, slip op. at 7-8 (N.D. Fla. Mar. 4, 2015); Ex. C. On April 29, 2015, DOL and DHS jointly issued an Interim Final Rule ("the 2015 H-2B regulations"). *Temporary Non-Agricultural Employment of H-2B Aliens in the United States*, 80 Fed. Reg. 24,042 (Apr. 29, 2015). The effective date of the district court's injunction was April 30, 2015. On August 28, 2015, the plaintiff in *Perez* filed an unopposed motion to clarify that the *Perez* injunction "was not intended to deprive DOL of its authority to enforce compliance with the substantive work terms contained in labor certifications issued pursuant to the 2008 Regulation prior to the entry of the Court's permanent injunction." Ex. D. The plaintiff argued that "[a]n injunction invalidating the work terms of previously issued labor certifications would be tantamount to giving employers *carte blanche* to mistreat U.S. and foreign workers and to ignore the sworn promises they made in order to obtain the right to import foreign workers … ." *Id.* The court granted the plaintiff's motion and clarified that "the permanent injunction was not intended to, and does not, apply retroactively." Ex. A ("*Perez* Clarifying Order").

In other words, the *Perez* injunction does not apply retroactively to preclude enforcement actions of labor certifications that were issued pursuant to the 2008 H-2B regulations prior to the injunction's effective date of April 30, 2015. *See also Adm'r v. Drew's Lawn & Snow Serv., Inc.,* No. 2017-TNE-00001, slip op. at 3 (ALJ Apr. 10, 2018) ("DOL may enforce the [2008 H-2B regulations] for labor certifications issued before the injunction took effect…."); *Adm'r, Wage & Hour Div. v. Guadagno*, ALJ No. 2016-LCA-00035, slip op. at 3-5 (ALJ June 12, 2017) (same); *Adm'r, Wage & Hour Div. v. St. Louis Select Landscaping, Inc.*, ALJ No. 2017-TNE-00003, slip op. at 5-6 (ALJ May 2, 2017) (same). Here, Respondents' labor certification was issued before April 29, 2015, and therefore the *Perez* injunction does not preclude enforcement of the 2008 H-2B regulations.

Respondents' arguments against the enforcement of the 2008 H-2B regulations are unpersuasive. Respondents first contend that the ARB determined that the 2008 regulations are unenforceable, citing *Adm'r, Wage & Hour Div. v. Strates Shows, Inc.*, ALJ No. 2014-TNE-016, ARB No. 15-069 (ARB June 30, 2017) and *Adm'r, Wage & Hour Div. v. Wade Shows, Inc.*, ALJ No. 2014-TNE-001, ARB No. 15-52 (ARB June 20, 2017). Respondents concede that the ARB later vacated these rulings, but argues that the original rulings that the 2008 regulations are not enforceable "were correct and remain persuasive law" because the ARB did not specifically reverse its rulings, but merely omitted the characterization of the 2008 H-2B regulations as unenforceable. Mot. at 7.

In *Strates Shows, Inc.*, ARB No. 15-069 (June 30, 2017), the ARB held that the *Perez* injunction "rendered the Administrator's legal authority for pursing [H-2B enforcement] action[s] null and void" and that the Administrative Law Judge ("ALJ") had "no choice but to dismiss the action" for want of subject matter jurisdiction.[8] Slip op. at 6. The Office of the Solicitor filed an emergency motion requesting that the ARB reconsider its decision. The ARB granted the motion for reconsideration and vacated its June 30, 2017 decision, and on August 16, 2017, the ARB issued an Amended Final Decision and Order in which it omitted the characterization of the 2008 H-2B regulations as unenforceable. *Strates Shows, Inc.*, ARB No. 15-069, Amended Final Decision and Order (Aug. 16, 2017); *Strates Shows, Inc.*, ARB No. 15-069, Order Vacating Final Decision and Order and Granting Reconsideration (Aug. 16, 2017)

The ARB's earlier, vacated orders do not remain persuasive. The ARB vacated its prior *Strates Shows* ruling in its entirety, and specifically stated in the Amended Final Decision and Order that it had "reconsider[ed] and amend[ed] the Final Decision and Order, omitting the characterization of the 2008 H-2B regulations as unenforceable." *Strates Shows, Inc.*, ARB No. 15-069, slip op. at 2 (Aug. 16, 2017). The vacated June 30, 2017 order therefore does not "remain persuasive" because it does not reflect the ARB's current view on the enforceability of the 2008 H-2B regulations.[9]

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[8] The ARB reached a similar conclusion in an unpublished June 20, 2017 order issued in connection with *Adm'r, Wage and Hour Division v. Wade Shows, Inc.*, ARB No. 15-052, ALJ No. 2013-TNE-00001.

[9] Respondents cite *Los Angeles Cty. v. Davis*, 440 U.S. 625, 646 n. 10 (1979), in support of their argument, in which Justice Powell noted in his dissent that "[a]lthough a decision vacating a judgment necessarily prevents the opinion of the lower court from being the law of the case, . . . the expressions of the court below on the merits, if not reversed, will continue to have precedential weight and, until contrary authority is decided, are likely to be viewed as persuasive authority if not the governing law of the [lower appellate court]." Respondents' citation to *Davis* is inapposite. In *Davis*, the court vacated a ruling by the Ninth Circuit Court of Appeals based on the doctrine of mootness, but did not reach the merits; therefore, the Ninth Circuit's decision was still a pertinent statement of the law in that circuit, even though not directly binding. *Davis*, 440 U.S. at 646. Unlike the situation in *Davis* where the Ninth Circuit's decision continued to reflect its

Respondents next argue that the 2008 H-2B regulations "no longer exist" after the *Perez* injunction because the DOL chose to replace the 2008 H-2B regulations with the 2015 H-2B regulations. Mot. at 7-8. According to Respondents, because the 2015 H-2B regulations replaced the 2008 H-2B regulations, this Office lacks subject matter jurisdiction over this matter. Mot. at 10-11. The Administrator responds that "[t]he promulgation of revised regulations does not mean that previous regulations cannot be enforced in cases arising before the promulgation of the revised regulations."[10] Opp. at 20.

Respondents' argument is unconvincing. The 2015 H-2B regulations apply prospectively from April 29, 2015 forward. 29 C.F.R. § 503.1(d). Respondents submitted the operative labor certification application under the 2008 H-2B regulations, and the enforcement of Respondents' obligations under those regulations is not foreclosed by the promulgation of new regulations, nor the *Perez* injunction, as indicated by the *Perez* Clarifying Order.

Respondents also put forth a number of arguments for why, in essence, the *Perez* Clarifying Order should be ignored, but none are compelling and most of the arguments would be more properly brought in a different forum. Mot. at 11-16. Respondents first argue that the *Perez* Clarifying Order "cannot cure the replacement" of the 2008 regulations by the 2015 regulation. However, as discussed above, the 2008 regulations remain the relevant regulations governing Respondents' agreement to employ H-2B workers. Respondents agreed to abide by the 2008 H-2B regulations when they submitted the Form 9142 in 2012. Those were the regulations in effect at the time, and the promulgation of the 2015 H-2B regulations do not dissolve Respondents' responsibilities and obligations that they agreed to in applying to hire H-2B workers.

Respondents make a number of arguments that are not properly brought before this forum: that *vacatur* was the mandatory remedy under the Administrative Procedure Act ("APA"); that the *vacatur* was necessarily retroactive ("[o]nce the federal court ruled that the 2008 H-2B regulations no longer existed, that automatically meant that they had never existed…."); that the DOL had to engage in notice and comment procedures in order to continue enforcing the 2008 regulations according to the *Perez* Clarifying Order; that the district court should not have modified the prior judgment under Federal Rule of Civil Procedure 60; and that the *Perez* Clarifying Order affected only the injunctive relief, not the *vacatur* of the 2008 rule. Mot. at 12-15.

First, the *Perez* Clarifying Order makes clear that the injunction against enforcement was not retroactive, and second, Respondents' arguments are properly addressed to a federal district court. As Respondents note, "it is up to the federal court itself to interpret its own judgments." Mot. at 16. Respondents contend that the Administrator's opposition is "an attempt to convert the ALJ into…the Northern District of Florida." *Id.* In fact, this is exactly what Respondents are attempting to do in asking this Office to interpret the *Perez* Clarifying Order in the manner they advocate.

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views on the merits, the ARB fully vacated its June 30, 2017 order in *Strates Shows* and replaced the order with a statement that specifically omitted its prior characterization of the 2008 H-2B regulations as unenforceable.

[10] The Administrator noted that "[f]or instance," the 2015 H-2B regulations provide that applications submitted before April 29, 2015, would be processed under the 2008 H-2B regulations. Opp. at 20. Respondents interpret this to mean that the Administrator contends that Respondent's Form 9142 "was somehow still being 'processed' on April 29, 2015." Reply at 3, n .3. This was not the Administrator's contention; the Administrator was arguing that "under the same logic," Respondents' Form 9142 is subject to the 2008 H-2B regulations because it was filed prior to April 29, 2015.

Respondents also contend that DHS improperly extended authority to DOL, citing an unpublished case from the Tenth Circuit Court of Appeals. In *G.H. Daniels III & Assocs., Inc. v. Perez*, 626 F. App'x 205, 211-12 (10th Cir. 2015), *as amended* (Nov. 5, 2015), the court ruled that DHS impermissibly sub-delegated its authority to the DOL. Mot. at 16. This decision is both unpublished and non-binding, and I reject Respondents' arguments on this ground. *See also*, *Louisiana Forestry Ass'n Inc. v. Sec'y U.S. Dep't of Labor*, 745 F.3d 653, 673 (3d Cir. 2014) (finding the DHS did not impermissibly sub-delegate its authority to DOL, but merely "conditioned its own granting of an H-2B petition on the DOL's grant of a temporary labor certification.").[11]

Further, as noted by Respondents, Mot. at 11, the ARB does not have "jurisdiction to pass on the validity of any portion of the Code of Federal Regulations… and shall observe the provisions thereof…." *Prince v. Westinghouse Savannah River Co.*, ALJ No. 2006-ERA-1, ARB No. 10-079, slip op. at 9 (ARB Nov. 17, 2010) (noting that the Secretary of Labor's delegation of authority directed that the ARB "shall not have jurisdiction to pass on the validity of any portion of the Code of Federal Regulations that has been duly promulgated by the Department of Labor and shall observe the provisions thereof, where pertinent, in its decisions."); Secretary's Order 02-2012, 77 Fed. Reg. 69,378 (Nov. 16, 2012); *see also* 29 C.F.R. §8.1(b). As the Administrator contends, "[a]s the ARB is not permitted to rule on the validity of DOL regulations, it follows that an ALJ may not rule on the validity of DOL regulations, either." Opp. at 19-20. Additionally, in general, an ALJ lacks the inherent authority to rule on the validity of a regulation and may not invalidate a regulation as written absent an express statutory or regulatory delegation of such authority. *See Gibas v. Saginaw Min. Co.*, 748 F.2d 1112, 1117 (6th Cir. 1984); *John Peroulis & Sons Sheep, Inc.*, 2012-TAE-00004 (ALJ Oct. 23, 2013); *Bolton Spring Farm*, 2008-TLC-00028 (BALCA May 16, 2008). I do not find that the H-2B regulations expressly delegate such authority. For these reasons, Respondents' arguments about the validity of the DOL's H-2B regulations cannot be properly considered in this forum.[12]

2015 H-2B Regulations

The 2015 H-2B regulations provide that with respect to determinations to enforce provisions of the job order or provisions under 8 U.S.C. § 1184(c), the procedures and rules contained in 29 C.F.R. § 503, Subpart C "will apply regardless of the date of violation." 29 C.F.R. § 503.40(b).

Respondents contend that the Administrator cannot choose which procedural provisions – those from 2008 or those from 2015 – to apply without inviting public notice and comment. Mot. at 17. Respondents argue that "this is just the sort of challenge under the [APA] that Respondent is

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[11] The Administrator also argues that the DOL has authority to enforce compliance with the conditions of the Form I-129 petition, which flows directly from the INA, and is therefore not affected by the *Perez* injunction. Opp. at 18-19. The Administrator argues that "[b]ecause employers are required to submit ETA Form 9142 as part of its DHS Form I-129 petition…the failure to provide accurate job descriptions on ETA Form 9142 constitute a failure to comply with the terms and conditions of the DHS Form I-129 as well." *Id.* at 19, n.9. Because the 2008 H-2B regulations are enforceable per the *Perez* Clarifying Order, I need not reach this issue.

[12] In *Adm'r, Wage & Hour Div. v. Green Meadows Lawnscape, Inc.*, 2018-TNE-00002 (Apr. 16, 2018), the ALJ reached a different conclusion on this issue, reasoning that ALJs "have been expressly delegated the authority to rule on the validity of the 2008 H-2B Regulations" by 29 C.F.R. § 503.50(b), which provides that the ALJ's decision "will include a statement of the findings and conclusions, with reasons and basis therefore, **upon each material issue** presented on the record…." Slip op. at 7-8 (emphasis in original). The decision is not binding, and I respectfully disagree that the H-2B regulations expressly delegate the authority to ALJs to rule on the validity of the regulations.

entitled to pursue and this Court has jurisdiction to determine," citing 29 C.F.R. § 18.10 (b), which states that proceedings before this Office "follow the Administrative Procedure Act." Reply at 4. However, being bound to follow the procedures mandated by the APA and being able to rule on whether a regulation violates the APA are distinct. I find that I do not have the authority to rule on whether the DOL's actions violate the APA.

Respondents also argue that application of the procedural provisions of the 2015 H-2B regulations are prejudicial as the 2015 rules "diverge [from the 2008 H-2B regulations] in material ways that impair Respondent's [sic] prior rights, increase liability for past conduct, and impose new duties for prior conduct." Mot. at 17. Respondents contend that the substantive provisions of the 2008 regulations "are in irreconcilable conflict with the [2015 H-2B procedural rules]" because the 2008 regulations apply once the application is certified, which Respondents argue "extends without limitation to both substantive and procedural provisions." *Id.* at 18. The Administrator responds that this Office is not authorized to address this issue, citing the ARB's procedural rule 29 C.F.R. § 8.1 that the ARB may not rule on the validity of regulations. Opp. at 20, n.10. The Administrator also notes that "there is no impermissible retroactive effect when using such procedural rules that impose no new duties, liabilities, or obligations," citing *Landgraf v. USI Film Prods.*, 511 U.S. 244, 280 (1994).

First, the 2008 rules and the 2015 rules are not in "irreconcilable conflict" since the 2015 H-2B regulations make clear that the procedural provisions will apply "regardless of the date of violation." 29 C.F.R. § 503.40(b). Second, Respondents have not demonstrated how any difference between the two regulations is prejudicial. Respondents in their Reply asserted they provided "extensive reasons" why it is prejudiced, but their Motion only alleges that the 2015 procedural rules impose "changes [that] have a direct bearing on the Respondent's rights and the ability to defend itself." Reply at 4, n.4; Mot. at 17-18. Respondents list a number of purported changes in the regulations, but fail to specifically allege how these changes impose new duties, liabilities, or obligations on Respondents.

Respondents also contend that the Administrator is applying "the substantive portions of procedural rules from 2015 retroactively . . . without express congressional authority," but it is unclear what Respondents mean by "the substantive portions of procedural rules." Mot. at 18. The substantive portions of the 2008 H-2B regulations apply to this case, and to the extent Respondents argue that 29 C.F.R. Part 503, Subpart C "will apply regardless of the date of violation" is improper, this argument is once again more properly brought before a federal district court as part of a challenge to the regulations themselves.

Respondents' motion for summary decision on this ground is denied.

3. Prevailing Wage Determination

Respondents argue the Administrator is prohibited from "challenging the prevailing wage determination." Mot. at 18. Respondents contend that only the ETA may issue prevailing wages, and that therefore this matter must be dismissed and remanded "so that the Administrator may pursue further proceedings." Reply at 4-5. Relying on 20 C.F.R. § 655.75 (c) (2009) and 29 C.F.R. § 503.50 (c), Respondents argue that the ALJ "is powerless to re-adjudicate the prevailing wage rate, which is exactly what the Administrator seeks to accomplish." Mot. at 19. The Administrator

responds that it does not allege that ETA assigned the wrong occupation code or prevailing wage, rather that Respondents misrepresented the job duties. Opp. at 21. The Administrator also contends that the regulations cited by Respondents apply only to prevailing wage determinations "obtained by the Administrator from OFLC during the investigation," not in other contexts. *Id.* at n.11.

Contrary to Respondents' assertion, the Administrator is not "challenging" the ETA's prevailing wage determination; instead, the Administrator is enforcing the H-2B regulatory requirements by asserting that Respondents misclassified their workers and underpaid them for the work they were performing. It is also unclear what "further proceedings" the Administrator would undertake were I to remand the case. Both 20 C.F.R. § 655.75 (c) (2009) and 29 C.F.R. § 503.50 (c) provide that if the Administrator relies on a prevailing wage determination from OFLC and the ALJ finds that back wages are not warranted, the ALJ must remand the matter to the Administrator for further proceedings.[13] In the absence of such a finding, the ALJ is precluded from determining the validity of the prevailing wage that should have been paid. 29 C.F.R. § 503.50 (c). Here, the Administrator has not requested a prevailing wage from OFLC and therefore this portion of the regulations is irrelevant at this time.

Respondents' request for relief on this ground is denied.

4. Respondents' Notice of Pertinent Regulatory Requirements

Respondents contend that they were not on notice of any pertinent regulatory requirements, specifically any requirements governing misclassifications, how much depth should be provided in job details, or how employers are to perform "task analyses." Mot. at 19-22. For example, Respondents contend that Attestations #13 is not a rule found in the text of the published regulations, and that such attestations are not enforceable. *Id.* at 19-20. Respondents also argue that there is no regulatory requirement for accurately stating the job duties that will be performed, as opposed to the "reasons for temporary need." *Id.* at 20. Respondents contend that "temporary need" does not encompass "the comprehensiveness of the job-duty description," and that "[t]here is no regulatory requirement that every single job task must be stated, nor is there a statement in § 655.22 that omitting job tasks is a violation. Section 655.22(n) is directed to the veracity of what is stated, not whether the job details are comprehensive." *Id.*. at 20-21. Finally, Respondents argue that there is no regulation indicating that "job title" on the Form I-129 "had any significance whatsoever." *Id.* at 21.

The Administrator responds that the regulatory definition of temporary need has been publicly available for many years, and that Respondents' contentions that they lacked notice that they had to accurately describe the job duties are "disingenuous" and should be rejected. Opp. at 13, n.5. The Administrator contends that "temporary need has everything to do with the job duties of the H-2B workers perform" and that "temporary need" is determined based on whether the employer's "need for the *duties* to be performed by the employee(s) is temporary," citing 8 C.F.R. § 214.2(h)(6)(ii) (2012) (emphasis added by the Administrator). *Id.* at 13.

[13] The 2015 H-2B procedural rule found at 29 C.F.R. § 503.50(c) applies here; however the 2008 H-2B procedural rule at 20 C.F.R. § 655.75(c) (2009) is substantially similar.

The language of Attestation #13 tracks the requirements of Section 655.22(n), and is therefore grounded in the 2008 H-2B regulations. Section 655.22(n) requires that the "reason for temporary need" must be "truly and accurately stated on the application." Further, Section 655.21(a) requires that "[t]he employer must include a detailed statement of temporary need," including "[a]n explanation regarding why the nature of the employer's job opportunity and number of foreign workers being requested for certification reflect a temporary need." 20 C.F.R. § 655.21(a)(3).

This is sufficient to put employers on notice that they must accurately describe the nature of the need in the Form 9142, which necessarily encompasses accurately describing the duties to be performed by the H-2B workers. Respondents' arguments that there is no indication that the "job title" section on the Form I-129 "had any significance whatsoever" is also rejected; the Form I-129 is signed under penalty of perjury that all information provided is true and correct. Summary decision is denied on this ground.

5. Substantial or Willful Violation

Respondents next argue that they did not substantially or willfully violate any regulatory requirements. Mot. at 22-28. Respondents cite 29 [sic] C.F.R. § 655.31(d)(1) as defining "substantial violation" as a "pattern or practice" of misdeeds. *Id.* Respondent contend there is no substantial violation unless the H-2B workers were employed "in an activity/ activities, not listed in the job order (other than an activity minor and incidental to the activity/ activities listed in the job order)…." *Id.* at 22-23, citing 29 [sic] C.F.R. § 655.31(d)(1)(v). Respondents also contend that an "incidental-duty" or "dual position" rule similar to that use in the H-2A program should be applied here. Mot. at 23; Reply at 5-6.

As the Administrator notes, Section 655.31 refers to debarment proceedings, not enforcement proceedings like the one at issue here. *See* 20 C.F.R. § 655.31 (2009), "Debarment." In contrast, Section 655.60, titled "Violations," provides that the Administrator shall determine whether the employer has:

> (a) Filed a petition with ETA that willfully misrepresents a material fact.
> (b) Substantially failed to meet any of the conditions of the labor certification application attested to, as listed in § 655.22, or any of the conditions of the DHS Form I–129, Petition for a Nonimmigrant Worker for an H–2B worker in 8 CFR 214.2(h).
> (c) Misrepresented a material fact to the State Department during the visa application process.

20 C.F.R. § 655.60 (2009). The relevant definition of "substantial violation" and "willful" is found at Section 655.65:

> (d) Substantial failure in paragraph (b) of this section shall mean a willful failure that constitutes a significant deviation from the terms and conditions of the labor condition application or the DHS Form I–129, Petition for a Nonimmigrant Worker for an H–2B worker or successor form.
> (e) For purposes of this subpart, "willful failure" means a knowing failure or a reckless disregard with respect to whether the conduct was contrary to sec. 214(c) of

> the INA, or this subpart. See *McLaughlin v. Richland Shoe Co.*, 486 U.S. 128 (1988); see also *Trans World Airlines v. Thurston*, 469 U.S. 111 (1985).

20 C.F.R. § 655.65 (2009). The Administrator argues whether Respondents committed substantial or willful violations are factual issues outside the scope of Respondents' summary judgment motion. Opp. at 15.

After reviewing the parties' arguments on this issue, I find that whether there was a substantial or willful violation are both factual issues that cannot be decided based on the record before me. I also find that any application of a similar "incidental duty" or "dual position" rule is more properly addressed when analyzing the factual allegations. Respondents' request for relief on this ground is denied.

6. Housing Credit

Respondents argue that they are entitled to a credit for providing mobile housing for use by its H-2B employees and local convenience travel when operating at a particular location. Mot. at 23-28; Reply at 6. The Administrator argues that Respondents are not entitled to any housing credits. Opp. at 23-26.

Whether or not Respondents are entitled to a housing credit is not appropriate for summary decision as any resolution of this issue would not result in summary decision or partial summary decision for either party. Respondent's request for "summary adjudication…that it was entitled to credit for providing these 'facilities'" is denied.[14]

7. Availability of Back Wages as a Remedy

Next, Respondents argue the remedy of back wages is not available for the violation of misclassification. Mot. at 28-29.

Section 655.65, titled "Remedies for violations," provides, *inter alia*:

> If the WHD Administrator finds a violation of the provisions specified in this subpart, the Administrator may impose such other administrative remedies as the Administrator determines to be appropriate, including reinstatement of displaced U.S. workers, or other appropriate legal or equitable remedies. If the WHD Administrator finds that an employer has not paid wages at the wage level specified under the application and required by § 655.22(e), the Administrator may require the employer to provide for payment of such amounts of back pay as may be required to comply with the requirements of § 655.22(e).

20 C.F.R. § 655.65(i) (2009). Section 655.22(e) provides that the employer seeking H-2B certification must attest that "[t]he offered wage equals or exceeds the highest of the prevailing

[14] In their Reply, Respondents contend that if this issue is not decided, "narrowly-scoped discovery" should be allowed. Reply at 6. If there is a need for discovery to be restricted in the manner suggested by Respondents, such an argument should be made by separate motion after the parties attempt to resolve the dispute. Any request to restrict discovery at this time is denied.

wage, the applicable Federal minimum wage, the State minimum wage, and local minimum wage, and the employer will pay the offered wage during the entire period of the approved H–2B labor certification." 20 C.F.R. § 655.22(e) (2009).

Respondents contend that back wages are only available where the employer failed to pay wages at the wage level specified in the application under 20 C.F.R. § 655.65 (i) (2009). Mot. at 28. Respondents argue that there is no dispute that they paid the offered wage, so the remedy of back wages is not available. *Id.* Regarding the provision at 20 C.F.R. § 655.65 (i), Respondents argue:

> To the extent that the Administrator might attempt to breathe expansive life into 20 C.F.R. § 655.65 (i) ("the Administrator may impose such other administrative remedies as the Administrator determines to be appropriate, … or other appropriate legal or equitable remedies"), it does not supersede the very specific back wage remedy in the very next sentence of § 655.65 (i). Further, Respondent was, once again, entitled to be placed on notice of any such regulatory requirement.[15]

Id. at n.3.

The Administrator argues that the Wage and Hour Division "has broad authority to impose appropriate remedies," and that 20 C.F.R. § 655.65 (2009) "plainly permits the Administrator's pursuit of back wages for Respondents' use of H-2B workers for duties outside the scope of those for which they were petitioned." Opp. at 21-22. The Administrator asserts it is not alleging a violation of Section 655.22(e), and therefore "the last sentence [in Section 655.65(i)] puts no limitations on what remedies are allowed in this case. *Id.* at 22.

The regulations allow for the Administrator to impose "such other administrative remedies as the Administrator determines to be appropriate, including . . . appropriate legal or equitable remedies." 20 C.F.R. § 655.65(i) (2009). Neither party cited to any authority beyond the regulations for their respective positions related to this provision. This provision is broad, and I find that seeking unpaid wages due to an employer's misclassification of its H-2B workers falls within the scope of "other appropriate legal or equitable remedies." Respondents contend in their reply that "[t]he Administrator's interpretation strips all meaning from [the second sentence of Section 655.65(i)] because it would necessarily be subsumed by the preceding sentence." Reply at 8. This argument is not persuasive. Based on a plain reading of the regulation, the second sentence of Section 655.65(i) does not limit the discretion imparted by the previous sentence, but only specifies that back wages are available as a remedy for a violation of Section 655.22(e). I do not find that this sentence implies that back wages may only be sought for a violation of Section 655.22(e).

Respondents also argue that any back wage calculation should be limited to the amount of time the H-2B workers were actually working in the alternative jobs, and that the Administrator's calculations were only based on one location, instead of the different locations to which the carnival traveled. Mot. at 29. Respondents therefore argue that "[a]t a minimum, the Administrator must re-calculate any back wages in light of the variable, location-to-location prevailing wage rates." *Id.* The Administrator responds that these are factual issues not appropriate for summary decision, and that Respondents have not provided sufficient evidence to establish any relevant undisputed facts. Opp. at 22-23.

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[15] The argument that Respondents were not on notice of this regulation is rejected.

Again, I find that Respondents' request to limit back wages is not an appropriate request in a motion for summary decision. A determination on this issue would not result in summary decision on any underlying matter, and it is more properly argued when the Administrator's determination is reviewed on the merits. Respondents' request that the Administrator be ordered to re-issue a determination and re-calculate any back wages due, *see* Reply at 8; Mot. at 29, is denied.

I also decline to make any determination about the underlying facts that would determine the amount of back wages due. Respondents contend that the investigation revealed the workers had "been employed at least partially outside of their job code at some point," Mot. at 7, while the Administrator contends that the workers "were not carnival attendants at all, but were machine shop mechanics, truck drivers, and ride supervisors," Opp. at 9. There is no information in the record about how many hours these workers performed which job duties, or how many hours they worked per week. The parties may submit evidence of the appropriate amount of any back wages due when the matter is heard or submitted for consideration on the merits.

8. Timeliness of the Determination

Respondents argue that this matter is time-barred by the statute of limitations and the doctrine of laches. Mot. at 29.

Statute of Limitations

Respondents argue that this action is time-barred by a statute of limitations, suggesting any of the following as a guideline: the catchall 4-year statute of limitations for civil actions under 28 U.S.C. § 1658(a); the 2-year limitation under Oregon's wage and hour laws; the 2-year statute of limitations under the H-2A program; the 2-year deadline for debarment under the H-2B program; the 3-year limit on record retention for employers under the H-2B program; the 2- or 3-year statute of limitations under the FLSA; or the 5-year statute of limitations under 28 U.S.C. § 2462, which applies to "an action, suit or proceeding for the enforcement of any civil fine, penalty, or forfeiture, pecuniary or otherwise…." Mot. at 29-33.

The Administrator argues that the 5-year limitations period in 28 U.S.C. § 2462 applies, but only to the assessment of the civil money penalty, not to the remedy of back wages. Opp. at 27-28. The Administrator therefore argues the Wage and Hour Division "is entitled to recover civil money penalties for all misconduct occurring after February 6, 2013," and [b]ecause Respondents' violative conduct – employing H-2B workers in jobs not identified in the work order – occurred after that date, civil money penalties are not time-barred." Opp. at 27. Regarding back wages, the Administrator argues that no statute of limitations applies because back wages are not a "penalty" within the meaning of 28 U.S.C. § 2462, citing *Kokesh v. S.E.C.*, 137 S. Ct. 1635, 1642 (2017).

a) Applicable Statute of Limitations

The INA is silent as to the statute of limitations for H-2B actions. *See* 8 U.S.C. § 1101 *et seq.* Where no statute of limitations is indicated under federal law, courts have generally looked to a "closely analogous statute of limitations under state law." *DelCostello v. Int'l Bhd. of Teamsters*, 462 U.S. 151, 158 (1983). However, where state statutes of limitations are "unsatisfactory vehicles for the enforcement of federal law," it is more appropriate to "use[] timeliness rules drawn from federal

law—either express limitations periods from related federal statutes, or such alternatives as laches." *Id.* at 161-62. The Supreme Court has noted that "[s]tate legislatures do not devise their limitations periods with national interests in mind, and it is the duty of the federal courts to assure that the importation of state law will not frustrate or interfere with the implementation of national policies." *Id.* at 161 (quoting *Occidental Life Ins. Co. of California v. E.E.O.C.*, 432 U.S. 355, 367 (1977)). The parties cite orders from two other ALJs who found that 28 U.S.C. § 2462 affords the proper statute of limitations under the H-2B regulations. *See Adm'r, Wage & Hour Div. v. Hotelmacher, LLC*, ALJ Nos. 2017-TNE-00010, -00011 (May 17, 2018); *Adm'r, Wage & Hour Div. v. Graham and Rollins, Inc.*, ALJ No. 2018-TNE-00022 (June 26, 2018).

28 U.S.C. § 2462 provides:

> Except as otherwise provided by an Act of Congress, an action, suit or proceeding for the enforcement of any civil fine, penalty, or forfeiture, pecuniary or otherwise shall not be entertained unless commenced within five years from the date when the claim first accrued if, within the same period, the offender or the property is found within the United States in order that proper service may be made thereon.

In *Hotelmacher, LLC*, Associate Chief ALJ Almanza found that as matters under the H-2B regulations deal with federal immigration schemes "squarely within the realm of the federal sovereign," it is inappropriate to borrow from state law. *Hotelmacher, LLC*, slip op. at 4. Judge Almanza found 28 U.S.C. § 2462 more appropriate to apply than the FLSA due to the Administrator's ability to institute "such proceedings . . . as deemed appropriate," including "the recovery of unpaid wages . . . ; the enforcement of provisions of the job order . . . ; the assessment of civil money penalty; make whole relief for any person who has been discriminated against; . . . or debarment . . .," 29 C.F.R. § 503.20(a), which Judge Almanza found "analogous to penalties."

In *Graham and Rollins, Inc.*, Administrative Law Judge Markley found that Section 2462 should apply "by its own terms," as well as according to the reasoning in *3M Company (Minn. Mining & Mfg.) v. Browner*, 17 F.3d 1453 (D.C. Cir. 1994), in which the circuit court found that an administrative proceeding is "an action, suite or proceeding" within the meaning of Section 2462.

Recognizing that neither *Hotelmacher, LLC* nor *Graham and Rollins, Inc.* are binding, I find the reasoning of the ALJs in applying 28 U.S.C. § 2462 persuasive. This is an enforcement proceeding under the H-2B regulations, and the Administrator is authorized to seek "civil money penalties" as well as "administrative remedies" as appropriate, "including reinstatement of displaced U.S. workers, or other appropriate legal or equitable remedies." 20 C.F.R. § 655.65 (2009). This authority stems from Section 214(c)(l4) of the INA, which gives DHS the authority to impose administrative remedies where the Secretary of DHS finds "a substantial failure to meet any of the conditions of the petition to admit…a nonimmigrant worker under [8 U.S.C. § 1101(a)(l5)(H)(ii)(b)] or…a willful misrepresentation of a material fact in such petition." 8 U.S.C. § 1184(c)(14)(A). Secretary of DHS "may, in addition to any other remedy authorized by law, impose such administrative remedies (including civil monetary penalties in an amount not to exceed $10,000 per violation) as the Secretary of Homeland Security determines to be appropriate." 8 U.S.C. § 1184(c)(14)(A)(i). This authority has been delegated to the Secretary of Labor, and is implemented through the 2008 H-2B regulations.

Section 2462 applies to any "an action, suit or proceeding for the enforcement of any civil fine, penalty, or forfeiture, pecuniary or otherwise." The Administrator is pursuing this action based on Respondents' alleged substantial failure to comply with the H-2B program requirements. Based on the language of Section 2462, I find that it encompasses this type of enforcement proceeding.

While conceding that Section 2462 applies to the civil money penalty sought in this matter, the Administrator argues that Section 2462 does not apply to the back wages sought. Opp. at 28.

As noted above, Section 2462 applies to either a fine, penalty, or forfeiture, pecuniary or otherwise. 28 U.S.C. § 2462; *Kokesh*, 137 S. Ct. at 1642. Whether a sanction is a penalty depends on two principles: first, "whether the wrong sought to be redressed is a wrong to the public, or a wrong to the individual," and second, "a pecuniary sanction operates as a penalty only if it is sought 'for the purpose of punishment, and to deter others from offending in like manner'—as opposed to compensating a victim for his loss." *Kokesh*, 137 S. Ct. at 1642; *see also Gabelli v. S.E.C.*, 568 U.S. 442, 451–52 (2013) ("penalties . . . beyond compensation, are intended to punish, and label defendants wrongdoer"); *United States v. Perry*, 431 F.2d 1020, 1025 (9th Cir. 1970) ("The question is whether the Government's remedy under the Act is compensatory in nature, or has a purpose going beyond making the plaintiff whole.").

In *Kokesh*, the Court found that the disgorgement remedy sought by the U.S. Securities and Exchange Commission was imposed as a consequence for violating public laws and for punitive purposes, and was "often not compensatory." 137 S. Ct. at 1643-44. Regarding this last point, the Court noted that, for example, even though the funds may be distributed to victims, no statute commanded so. Further, the Court noted instances where funds are dispersed instead to the United States Treasury, such as where the parties entitled to funds "were too dispersed for feasible identification and payment."[16] *Id.* at 1644. The Court also noted that "[a] civil sanction that cannot fairly be said *solely* to serve a remedial purpose, but rather can only be explained as also serving either retributive or deterrent purposes, is punishment, as we have come to understand the term."[17] *Id.* at 1645.

In *Graham and Rollins, Inc.*, Judge Markley found that the Administrator's assessment of "unpaid wages" was a "penalty." Judge Markley first noted that the Administrator sought back pay under the "other remedies" provision that is also invoked here, not Section 655.22(e), which allows the Administrator to seek back wages for failure to pay the prevailing wage listed on the Form 9142. *Graham and Rollins, Inc.*, slip op. at 8-9. Judge Markley noted that the violations in the Determination Letter were based on the respondent's failure to comply with attestations and certifications. *Id.* Judge Markley also found that it was not clear that the amounts assessed as "unpaid wages" were set amounts due to individual workers, because "the amount assessed in the Determination Letter [did]

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[16] Relevant to this point, Respondents argue that "the likelihood that any of these 9 workers will be found in Mexico is slim or nonexistent. Thus, the odds are overwhelming that any recovery is not for restitution, but will inure to the benefit of the U.S. Treasury." Mot. at 33; Reply at 10. There is no information in the record before me about the likelihood of whether the H-2B workers will be found.

[17] *But see*, *United States v. Telluride Co.*, 146 F.3d 1241, 1246 (10th Cir. 1998) ("Our focus in defining a penalty for § 2462 is whether the sanction seeks compensation unrelated to, or in excess, of the damages caused by the defendant, rather than restricting the term by the type of injury, public or private."); *Johnson v. S.E.C.*, 87 F.3d 484, 487–88 (D.C. Cir. 1996) ("we conclude that a "penalty," as the term is used in § 2462, is a form of punishment imposed by the government for unlawful or proscribed conduct, which goes beyond remedying the damage caused to the harmed parties by the defendant's action.")

not bear a direct relation to the losses allegedly sustained by the affected H-2B workers." *Id.* at 9-10. Finally, Judge Markley found that the case was "not merely about 'recoupment of unpaid wages,'" but based on a "substantial failure to comply with attestations and certification made in the H-2B filings" and that the Administrator's intention to recoup money for affected workers "does not transform the nature of the action itself." *Id.* at 10.

Here, the Administrator is similarly seeking "other appropriate legal or equitable remedies" for Respondents' alleged substantial failure to comply with the requirement to provide proper job classification information on the Form 9142 and DHS Form I-129. Back wages are sought here as part of the enforcement scheme remedy designed to protect both U.S. workers and foreign workers brought here under the H-2B program, *i.e.*, a scheme designed to protect the public. *See* Opp. at 3 (asserting Respondents' misclassification hurt both U.S. workers and the H-2B workers). The Administrator also contends that "[i]f employers were allowed to petition for H-2B workers for one type of job, but then actually employ them at another, it would turn the entire program into a sham." Opp. at 4.

Back wages are sought on behalf of the nine H-2B workers who, the Administrator alleges, should have been paid a higher prevailing wage, but the unpaid wages are also sought for a violation committed against the H-2B program requirements. The Determination Letter was based on an alleged substantial failure to comply with attestations and certifications made in the H-2B filings. These factors suggest that the remedy is sought to redress a wrong to the public. While there may be both public and private interests at issue here – the public interest in compliance with the H-2B program requirements, and the private interest of those H-2B workers who were allegedly underpaid – the liability imposed is not solely for the purpose of redressing the private injury. *See Kokesh*, 137 S. Ct. at 1643. It is imposed as part of the Respondents' alleged violation of the H-2B regulations, and the Administrator's purpose is to seek other remedies "as appropriate" to address the violation of the H-2B regulations. I find that the Administrator's assessment of "unpaid wages" is sought in part for deterrent purposes in order to enforce compliance with the H-2B program requirements, instead of merely for the compensation of the H-2B workers. As such, the 5-year limitation in Section 2462 applies to the "unpaid wages" sought in this matter.

b) Accrual of Statute of Limitations

A claim accrues "when the plaintiff has a complete and present cause of action." *Gabelli v. S.E.C.*, 568 U.S. 442, 448 (2013) (*quoting Wallace v. Kato*, 549 U.S. 384, 388 (2007)). "In common parlance a right accrues when it comes into existence." *U.S. v. Lindsay*, 346 U.S. 568, 569 (1954). A claim comes into existence "when the factual and legal prerequisites are in place." *3M Co. (Minn. Mining & Mfg.) v. Browner*, 17 F.3d 1453, 1460 (D.C. Cir. 1994) (*citing Lindsay*, 346 U.S. at 359).

In a case where multiple violations are alleged and 28 U.S.C. § 2462 applies, "the plaintiffs' claims for civil penalties are timely . . . insofar as they relate to violations occurring within five years of [the filing of the complaint]." *Nat'l Parks Conservation Ass'n, Inc. v. Tennessee Valley Auth.*, 480 F.3d 410, 416 (6th Cir. 2007); *see also 3M Co. (Minnesota Min. & Mfg.) v. Browner*, 17 F.3d 1453, 1462 (D.C. Cir. 1994) (an action, suit or proceeding to assess or impose a civil penalty under Section 2462 "must be commenced within five years of the date of the violation giving rise to the penalty."). Multiple courts have found that plaintiffs may recover for each violation that occurs within a limitations period. *See, e.g.*, *Knight v. Columbus,* 19 F.3d 579 (11th Cir.), *cert. denied,* 513 U.S. 929 (1994); *Gandy v. Sullivan Cty., Tenn.*, 24 F.3d 861, 865 (6th Cir. 1994).

Respondents argue that the statute of limitations accrued on December 14, 2012, when DOL approved Respondents' labor certification application. Mot. at 33-34. In support of this contention, Respondents cite the 2008 H-2B regulations, which state that "[t]he provisions of this subpart become applicable on the date that the employer's labor condition application is certified and/ or upon the date employment commences, whichever is earlier." 20 C.F.R. § 655.65 (f). Even if the statute of limitations did not begin to accrue until February 1, 2013, the period when the Administrator began the investigation, Respondents contend that this is prior to February 6, 2013. Reply at 9.

Respondents' argument that the statute of limitations period began to accrue as of the approval of the Form 9142 on December 14, 2012, is unpersuasive.[18] While the provisions of the H-2B regulations became applicable upon the certification of the application, this date merely signaled the beginning of Respondents' responsibility to comply with the regulatory requirements of employing H-2B workers. This certification does not act as the "trigger" for the accrual of the statute of limitations. Instead, the limitations period began to accrue upon Respondents' alleged violations of the regulations, which the Administrator describes as "employing H-2B workers in jobs not identified in the work order." Opp. at 27. Respondents' alleged violation ran from the period of February 1, 2013, through April 24, 2013. Therefore, since the Determination Letter was issued before April 24, 2018, this proceeding was timely commenced and is not time-barred.

Doctrine of Laches

Respondents further argue this matter is barred by the equitable doctrine of laches because the Administrator "wait[ed] an inordinately lengthy time," and the delay "substantially prejudiced Respondent[s]" because "witnesses have now dispersed and are beyond the subpoena power, and the mandatory record retention period has expired long ago." Mot. at 34. Respondents also alleged that the prevailing wage data is unavailable to the public, "thwarting Respondent's ability to defend the case." *Id.* The Administrator contends that laches is not available against the government unless the government engaged in affirmative misconduct, which is more than "unexplained delay." Opp. at 29-30, citing *United States v. Ruby Co.*, 588 F.3d 697, 705 n.10 (9th Cir. 1978) and *Jaa v. INS*., 779 F.2d 569, 572 (9th Cir. 1986). Further, the Administrator argues that historic prevailing wage data is publically available, and Respondents presented no proof that witnesses have dispersed. Opp. at 30.

Laches is an equitable defense that may apply when a plaintiff "unreasonably delays in filing a suit and as a result harms the defendant." *Nat'l R.R. Passenger Corp. v. Morgan*, 536 U.S. 101, 122 (2002). The doctrine "requires proof of (1) lack of diligence by the party against whom the defense is asserted, and (2) prejudice to the party asserting the defense." *Costello v. United States*, 365 U.S. 265, 282 (1961); *see also Couveau v. Am. Airlines, Inc.*, 218 F.3d 1078, 1083 (9th Cir. 2000). Further, laches is a doctrine "primarily concerned with prejudice," *In re Beaty*, 306 F.3d 914, 926 (9th Cir. 2002), and "[b]ecause the application of laches depends on a close evaluation of all the particular facts in a case, it is seldom susceptible of resolution by summary judgment," *Couveau*, 218 F.3d at 1083.

[18] The respondents in *Hotelmacher, LLC* made a similar claim, which Judge Almanza concluded was "untenable because the Administrator would have no way to determine the veracity of the Respondents filings at that time." *Hotelmacher, LLC*, slip op. at 6.

The traditional rule is that the doctrine of laches is not available against the government in a suit by it to enforce a public right or protect a public interest. *United States v. Ruby Co.*, 588 F.2d 697, 705, n.10 (9th Cir. 1978); *United States v. Angell*, 292 F.3d 333, 338 (2d Cir. 2002); *see also Morgan*, 536 U.S. at 122, n.14 (noting in dicta that "traditionally the doctrine [of laches] may not be applied against the sovereign"); *but see NLRB v. P*I*E Nationwide, Inc.*, 894 F.2d 887, 894 (7th Cir.1990) (concluding that laches can apply to suits by the federal government in certain circumstances); *Cayuga Indian Nation of N.Y. v. Pataki*, 413 F.3d 266, 278 (2d Cir. 2005) (same).

Whether or not the doctrine of laches may be applied against the Administrator, Respondents have not proven that the government engaged in an unreasonable delay, or that they have been prejudiced by any delay. While it is unclear why the Administrator waited five years to issue a Determination Letter in this matter, Respondents have not shown that the Administrator failed to act with proper diligence, and have not supported their claims of prejudice with any evidence, such as affidavits or declarations. Therefore, Respondents' request that the matter be dismissed under the doctrine of laches is denied.

9. Michael Brajevich's Individual Liability

Respondents argue that there is no basis to designate Mr. Brajevich as an individual respondent because the Determination Letter indicated that the investigation was of Butler Amusements, Inc., a corporate entity, which shows that "the Administrator never intended to charge [Mr. Brajevich] with anything." Mot. at 34-35, Ex. 9. Respondents note that "[b]oth the [Form 9142] and the [Form] I-129 identified Butler Amusements, Inc., as the employer and Mr. Brajevich as the employer's contact," and that 29 C.F.R. § 655.31(a)(1) states that the "employer" is subject to administrative action.[19] Mot. at 35, Ex. 2, 3. Respondents contend "[i]f the Administrator intends to pursue Mr. Brajevich individually, then he should file an appropriate amendment, but in the meantime, a summary dismissal is warranted." Reply at 10.

The Administrator argues that individuals can be held liable under the theory of "piercing the corporate veil," and that as the parties have not yet conducted discovery, this issue is not ripe for decision. Opp. at 30, citing *Adm'r, Wage & Hour Div. v. Mohan Kutty, M.D. D/B/A The Center For Internal Medicine And Pediatrics, Inc., Et Al.*, ALJ Nos. 2001-LCA-010 through -025, ARB No. 03-022 (ARB May 31, 2005) ("*Kutty*"). In *Kutty*, the ARB determined that imposing personal liability under the INA was warranted given the particular circumstances in that case. *Kutty*, ARB No. 03-022, slip op. at 17-19.

I find that whether Mr. Brajevich should be held personally liable under the INA involves factual determinations that must be resolved after hearing and cannot be resolved on summary decision. Therefore, I deny Respondents' request to dismiss Mr. Brajevich in his individual capacity.

[19] It appears that Respondents meant to refer to Title 20, and not Title 29. 20 C.F.R. § 655.31(a)(1) (2009) refers to debarment proceedings, which is not at issue in this matter. 20 C.F.R. § 655.31(a) (2015) governs the timeline for notification of deficiencies in an Application for Temporary Employment Certification (there is no subsection (1)).

ORDER

1. Respondents' Motion is denied on all grounds.

2. The parties shall participate in a telephonic hearing setting conference on November 29, 2018, at 11 a.m. Pacific time. The parties are directed to dial into our conference line at 866-764-7792 and enter Participant Code 71385064 at the designated time.

SO ORDERED.

Digitally signed by Richard M.Clark
DN: CN=Richard M.Clark,
OU=Administrative Law Judge, O=US
DOL Office of Administrative Law
Judges, L=San Francisco, S=CA, C=US
Location: San Francisco CA

RICHARD M. CLARK
Administrative Law Judge

SERVICE SHEET

Case Name: **WAGE_AND_HOUR_DIVISI_v_BUTLER_AMUSEMENTS_IN_**

Case Number: **2018TNE00019**

Document Title: **ORDER DENYING SUMMARY DECISION**

I hereby certify that a copy of the above-referenced document was sent to the following this 14th day of November, 2018:

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LEGAL ASSISTANT

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OFFICE OF THE ADMINISTRATIVE LAW JUDGES
UNITED STATES DEPARTMENT OF LABOR

ACTING ADMINISTRATOR, WAGE AND HOUR DIVISION, UNITED STATES DEPARTMENT OF LABOR, Prosecuting Party, v. BUTLER AMUSEMENTS, INC. and MICHAEL BRAJEVICH, Respondents	ADMINISTRATIVE PROCEEDING Case No. 2018-TNE-00019 **NOTICE OF APPEARANCE**

NOTICE OF APPEARANCE

Please be advised that the undersigned will appear in this proceeding as an Attorney for the Administrator, and requests that all further pleadings and notices be directed to and served upon the undersigned

Jeannie Gorman
Senior Trial Attorney
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Office of the Solicitor
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gorman.jeannie@dol.gov

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NOV 27 2018
Office of Administrative Law Judges
San Francisco, Ca

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Dated and signed at Seattle, Washington, on this 27th day of November, 2018.

U.S. DEPARTMENT OF LABOR

Kate O'Scannlain
Solicitor of Labor

Janet M. Herold
Regional Solicitor

Bruce L. Brown
Associate Regional Solicitor

Jeannie Gorman
Senior Trial Attorney

By: _____
U.S. DEPARTMENT OF LABOR
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Issue Date: 30 November 2018

CASE NO.: 2018-TNE-00019

In the Matter of:

ADMINISTRATOR, WAGE & HOUR DIVISION,
Prosecuting Party,

v.

BUTLER AMUSEMENTS, INC. AND
MICHAEL BRAJEVICH, an individual,
Respondent.

NOTICE OF HEARING AND PRE-HEARING ORDER

NOTICE OF HEARING

NOTICE: A hearing has been scheduled under the H-2B provisions of the INA, as amended, 8 U.S.C. §§ 1101(a)(15)(H)(ii)(b) *et seq*., 1184(c)(14), and 20 C.F.R. Part 655, subpart A (2008) and the applicable procedural regulations at 29 C.F.R. Part 503 (2015).

HEARING DATE AND LOCATION: The hearing shall occur on May 8 to 10, 2019, from 9:00 a.m. to 4:30 p.m. each day, at a location to be determined in Portland, Oregon.

PREHEARING CONFERENCE: A telephonic pre-hearing conference will be held on April 29, 2019, at 10 a.m. Pacific Time. The parties are directed to dial into our conference line at 866-764-7792 and enter Participant Code 71385064 at the designated time.

PRE-HEARING ORDER

I. GENERAL RULES

A. **NOTICE:** Proceedings will be conducted in accordance with the Rules of Practice and Procedure for Administrative Hearings Before the Office of Administrative Law Judges, codified at 29 C.F.R. Part 18, subpart A. 29 C.F.R. § 503.44(a). The Federal Rules of Evidence and subpart B of the Rules of Practice and Procedure for Administrative Hearings Before the Office of Administrative Law Judges (29 CFR part 18, subpart B) will not apply, but principles designed to ensure production of relevant and probative evidence will guide the admission of evidence. The ALJ may exclude evidence which is immaterial, irrelevant, or unduly repetitive. 29 C.F.R. § 503.44(b).

B. **CONTINUANCES FOR PRIOR COMMITMENTS**: A motion for a continuance due to a previously noticed judicial proceeding or other scheduling conflict must be filed within 14 days of this notice. The parties must meet and confer prior to filing a request for continuance.

C. **FAX FILINGS**: No party may fax a document to this office without first requesting permission to do so. In the event a fax is allowed, the faxed document may not exceed 12 pages. 29 C.F.R. § 18.30(b)(3). Any documents that exceed the page limit will not be filed. If a fax is approved and sent, do not send the original document. 29 C.F.R. § 18.30(b)(3).

D. **INTERPRETERS OR TRANSLATION SERVICES**: As soon as possible, but no later than 30 days before the hearing, the parties must provide written notice of whether an interpreter or other translation services will be needed at the hearing. Parties may provide their own interpreter or request that one be provided by the Department of Labor.

E. **NOTICE OF PUBLIC HEARING**: Hearings are open to the public. 29 C.F.R. § 18.81. Final agency decisions are posted on the agency website. *See* 5 U.S.C. § 552(a)(2).

F. **TELEPHONIC TESTIMONY**: The parties must meet and confer regarding telephonic testimony and request permission in writing to have a witness testify by phone no later than the time of the prehearing conference. The party calling the witness by telephone must make all necessary arrangements for the testimony, including providing a copy of the relevant exhibits to the witness for use during testimony

G. This Office does not supply any electronic equipment or devices necessary to view, play, or listen to any evidence or testimony. If any party wishes to play CDs, DVDS, or use PowerPoint or other computer based programs for viewing evidence or argument, they must supply any equipment necessary to present the evidence or argument.

II. **DISCOVERY**: Formal discovery may be conducted according to 29 C.F.R. Part 18 unless the H-2B statute or implementing regulations or this pre-hearing order imposes a different requirement. *See generally* 29 C.F.R. §§ 18.50-18.57.

A. No later than December 14, 2018, the parties shall participate in a conference of the parties and develop a discovery plan pursuant to 29 C.F.R. § 18.50(b).

B. Unless an exemption applies, and if the parties have not already done so, they must also make initial disclosures required by 29 C.F.R. § 18.50(c)(1) within 14 days of the date of this Order. *See* 29 C.F.R. § 18.50(c)(1)(ii).

C. The parties must complete discovery, including serving expert witness reports or disclosures and all depositions of non-experts, as early as possible, but no later than the time for filing prehearing statements.

D. No post-hearing depositions of any witness or expert will be permitted absent extraordinary circumstances.

E. Expert witness reports and disclosures must comply with 29 C.F.R. § 18.50(c)(2) and be completed no later than the time for filing prehearing statements. Expert depositions must be concluded no fewer than 20 days before the hearing, but the parties may agree to depose an expert up to the day before the hearing.

III. **PRE-HEARING REQUIREMENTS**

A. **PRE-HEARING MOTIONS**: All pre-hearing motions must be filed pursuant to 29 C.F.R. § 18.33. The parties must meet and confer prior to filing any motion. 29 C.F.R.

§ 18.33(c)(3). Any motion for summary decision must be filed no less than 30 days before the prehearing conference. 29 C.F.R. § 18.72(b).

B. **DOCUMENTS TO BE FILED OR SERVED BEFORE THE HEARING**

1. **EXHIBITS**: The parties must exchange copies of the evidence that will be offered at the hearing 30 days before the hearing. The evidence should be in the same format as it will be offered at the hearing. Do not submit the evidence to the presiding judge before the hearing. Bring one copy of the exhibits for the judge and one copy for witnesses to use at the hearing.
2. **PRE-HEARING EXCHANGES**: The parties must serve the following materials on all other parties and on the presiding judge, at least 14 days before the prehearing conference. The parties must hold a conference required by 29 C.F.R. § 18.80(b) prior to filing a prehearing statement in order to streamline the hearing process.
   a. **PREHEARING STATEMENT** that contains the information required by 29 C.F.R. § 18.80(c). The prehearing statement must include a statement that the conference required by 29 C.F.R. § 18.80(b) has been held. A joint pre-hearing statement is not required. *See* 29 C.F.R. § 18.80(d).
   b. **WITNESS LIST** that contains: (1) The name and address of each witness who will actually testify at the hearing with a precise (not general) statement of what the testimony will prove and an estimate of the time required for the direct examination of each witness; and (2) The names and address of each witness whose deposition will be offered, with a precise statement of what the testimony will prove.
   c. **EXHIBIT INDEX**: Each party must submit an Exhibit Index that describes each exhibit by tab with a statement of precisely (not generally) what the exhibit proves.
      (1) Each exhibit must be individually marked with a numbered or lettered tab and be sequentially numbered in the lower right corner. The exhibits must be bound, preferably at the sides.
      (2) If an exhibit is difficult to read or illegible, it must be accompanied by a legible or typed version otherwise the exhibit will be given no weight.
      (3) Submit deposition transcripts in condensed format with a word index.
      (4) A curriculum vitae or an equivalent qualifications summary for each expert witness must be submitted in the evidence. No oral testimony about the expert's qualifications will be permitted, absent a showing of special need.
      (5) Bring one copy of the exhibits to the hearing for the judge and one copy of the exhibits for the witnesses to use. The exhibits for the judge and witnesses may be printed double-sided so that they read like a book.
      (6) The Exhibit Index should be revised and duplicate exhibits removed after the parties meet pursuant to 29 C.F.R. § 18.80(b).
   d. **VOLUMINOUS RECORDS**, such as medical or financial records, that are submitted as evidence must include a written summary of what is included and the purpose for inclusion, as well as point to the specific page that supports the contention. If applicable, the documents should include summary totals of any amounts requested.

C. **SETTLEMENT AGREEMENTS**: Any settlement between the parties must be submitted to the judge for approval in writing pursuant to 29 C.F.R. § 503.46. The files maintained by this office, including settlement agreements, are subject to disclosure under

the provisions of the Freedom of Information Act ("FOIA"), unless an exemption applies. 5 U.S.C. § 552.

IV. **SETTLEMENT CONFERENCE**: If the parties agree that a settlement conference with a judge other than the presiding judge may help resolve the case, they may make a written request for a settlement conference to the District Chief Judge. *See* 29 C.F.R. § 18.13.

V. **SANCTIONS**: Unless good cause is shown, parties will not be permitted to litigate issues, call witnesses, or introduce evidence they failed to disclose at the times and in the way this order requires. Failure to comply fully with this Order subjects the offending party to sanctions. *See generally* 29 C.F.R. §§ 18.12(b), 18.35(c), 18.50(d)(2)-(3), 18.52, 18.57, 18.87.

SO ORDERED.

Digitally signed by Richard M.Clark
DN: CN=Richard M.Clark,
OU=Administrative Law Judge, O=US
DOL Office of Administrative Law
Judges, L=San Francisco, S=CA, C=US
Location: San Francisco CA

RICHARD M. CLARK
Administrative Law Judge

SERVICE SHEET

Case Name: **WAGE_AND_HOUR_DIVISI_v_BUTLER_AMUSEMENTS_IN_**

Case Number: **2018TNE00019**

Document Title: **NOTICE OF HEARING AND PRE-HEARING ORDER**

I hereby certify that a copy of the above-referenced document was sent to the following this 30th day of November, 2018:

Digitally signed by MARYANNE B. BALLARD
DN: CN=MARYANNE B. BALLARD, OU=LEGAL ASSISTANT, O=US DOL Office of Administrative Law Judges, L=San Francisco, S=CA, C=US
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LEGAL ASSISTANT

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12-14-18

RC 5/8/19 MB

U.S. Department of Labor

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FAX (206) 757-6761

December 14, 2018

RECEIVED
DEC 17 2018
Office of Administrative Law Judges
San Francisco, Ca

VIA UPS
Hon. Richard Clark
U.S. Department of Labor
Office of Administrative Law Judges
90 Seventh Ave., Suite #4-800
San Francisco, CA 94103

RE: *Administrator v. Butler Amusements, Inc.* et al.
Case No. 2018-TNE-00019
Our SOL#: 09021900029

Dear Judge Clark:

Pursuant to your November 30, 2018 Order and 29 C.F.R. §18.50(c)(1), please find the Administrator's Initial Disclosures, and a Certificate of Service for delivery of same and for the service of the Administrator's First Set of Discovery on the Respondents.

Thank you for your cooperation.

Very truly yours,

Bruce L. Brown
Associate Regional Solicitor

By: _____
Jeannie Gorman
Senior Trial Attorney

cc: Wayne Pierce (via UPS)

OFFICE OF THE ADMINISTRATIVE LAW JUDGES
UNITED STATES DEPARTMENT OF LABOR

ACTING ADMINISTRATOR, WAGE AND HOUR DIVISION, UNITED STATES DEPARTMENT OF LABOR, Prosecuting Party, v. BUTLER AMUSEMENTS, INC. and MICHAEL BRAJEVICH, Respondents	ADMINISTRATIVE PROCEEDING Case No. 2018-TNE-00019 **INITIAL DISCLOSURES**

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DEC 17 2018
Office of Administrative Law Judges
San Francisco, Ca

Pursuant to the Court's Order of November 30, 2018, 29 C.F.R. §18.50(c)(1)(i), the Administrator provides the following:

(1) Names of each individual with discoverable information

Given: the early stage of the litigation of this matter; that discovery has not yet been commenced, and; this information may change when the Administrator files his Witness and Exhibit List, at present, the Administrator answers as follows:

a. Each non-management employee employed by Respondents

Each employee, whether nonimmigrant or domestic, has knowledge of Respondents' actual pay practices, employment practices, positions held by employees, and location of work performed.

b. Each management employee employed by Respondents

Each management employee employed by Respondents, whether they supervise nonimmigrant and/or domestic employees, and regardless of their role regarding time and pay processing and/or time and pay practices, have some awareness of Respondents' employment practices, positions held by employees, and location of work performed.

c. Each agent employed or otherwise engaged by Respondents

It is assumed though not known, that Respondents shared or otherwise indicated their authorization for their pay and employment practices with outside agents, including but not limited to attorneys, accountants, and other legal agents.

(2) Description of documents

Documents comprising the investigative file (which includes documents subject to, *inter alia,* the Government Informant's Privilege, the Work Product Privilege, and the Investigative Files Privilege) are in the custody of the undersigned counsel.

(3) Computation of damages

Damages in the amount of backwages were calculated at $24,987.60. A civil money penalty was assessed at $10,000.

DATED this 14th day of December, 2018.

Kate O'Scannlain
Solicitor of Labor

Janet M. Herold
Regional Solicitor

Bruce L. Brown
Associate Regional Solicitor

Jeannie Gorman
Senior Trial Attorney

By: _____
U.S. DEPARTMENT OF LABOR
Attorneys for Plaintiff

CERTIFICATE OF SERVICE

The undersigned hereby certifies that she is an employee in the Office of the Solicitor, U.S. Department of Labor, at Seattle, Washington, and is a person of such age and discretion as to be competent to serve papers.

That on December 14, 2018, she caused the Administrator's Initial Disclosures and this Certificate of Service to be filed with the OALJ, via UPS, at the following address:

Hon. Judge Richard Clark
U.S. Department of Labor: OALJ
90 Seventh Ave., Suite 4-800
San Francisco, CA 94103

On December 14, 2018, she caused the Administrator's Initial Disclosures, the Administrator's First Set of Discover to Respondents, and a copy of this Certificate of Service to be served upon the following via UPS delivery:

R. Wayne Pierce
The Pierce Law Firm, LLC
133 Defense Highway, Suite 201
Annapolis, MD 21401

By: _____
Jeannie Gorman
Senior Trial Attorney

RCV 5/8/19 MB
ST

THE PIERCE LAW FIRM, LLC

AdventureLaw

Email: wpierce@adventurelaw.com
Direct: 410-573-9959

January 16, 2019

Chief Docket Clerk
Office of Administrative Law Judges
800 K Street NW, Suite 400
Washington, DC 20001-8002

Re: ***Administrator, Wage and Hour Division v. Butler Amusements, Inc.***
Case No.: **2018-TNE-00019**

Dear Clerk:

Enclosed is the notice of service for Respondent's discovery responses.

We thank you for your help.

Sincerely,

RWayne Pierce

R. Wayne Pierce

RWP:jlb

Enclosure

cc: Jeannie Gorman (*via mail and e-mail*)
Mick Brajevich (*via e-mail*)

RECEIVED
JAN 28 2019
Office of Administrative Law Judges
San Francisco, Ca

2019 JAN 23 AM 10:52
DEPT OF LABOR
ADMIN LAW JUDGES
WASHINGTON DC

P:\Butler Amusements\WHD Audit – 2013-2014\Pleading – 2019.0116.4 – LT Clerk re NOS.doc

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES

In the Matter of:	*	
ADMINISTRATOR, WAGE & HOUR DIVISION Plaintiff	*	**Case No.:** 2018-TNE-00019
	*	WHD Reference #: 1689932
v.	*	
BUTLER AMUSEMENTS, INC., and MICHAEL BRAJEVICH Respondents	*	

* * * * * * * * * * * * * *

NOTICE OF SERVICE

Respondents Butler Amusements, Inc., and Michael Brajevich, hereby certify that on January 16, 2019, copies of the following:

1. Respondents' Initial Disclosures
2. Respondents' Answers to Interrogatories
3. Respondents' Answers to Request for Admissions
4. Respondents' Answers to Request for Production of Documents
5. This Notice of Service

Were mailed, and a copy was e-mailed, to:

Jeannie Gorman
US Department of Labor
Office of the Solicitor
300 5th Avenue, Suite 1120
Seattle, Washington 98104-2397
Ph: (206) 757-6762
Fax: (206) 757-6761
Gorman.jeannie@dol.gov

And a copy of the notice of service was mailed to:

2019 JAN 23 AM 10:52
ADMIN LAW JUDGES
WASHINGTON DC

RECEIVED
JAN 28 2019
Office of Administrative Law Judges
San Francisco, Ca

Chief Docket Clerk
Office of Administrative Law Judges
800 K Street NW, Suite 400
Washington, DC 20001-8002

R. WAYNE PIERCE
The Pierce Law Firm, LLC
133 Defense Highway, Suite 201
Annapolis, MD 21401
Phone: 410-573-9955
Fax: 410-573-9956
Email: wpierce@adventurelaw.com

Attorney for Respondents

U.S. Department of Labor

Office of the Solicitor
300 Fifth Ave., Suite 1120
Seattle, Washington 98104-2397
(206) 757-6762
FAX (206) 757-6761

RC 5/8/19 MB

March 13, 2019

VIA UPS
Hon. Richard Clark
U.S. Department of Labor
Office of Administrative Law Judges
90 Seventh Ave., Suite #4-800
San Francisco, CA 94103

RECEIVED
MAR 14 2019
Office of Administrative Law Judges
San Francisco, Ca

RE: *Administrator v. Butler Amusements, Inc.* et al.
Case No. 2018-TNE-00019
Our SOL#: 09021900029

Dear Judge Clark:

Attached please find a Motion to Compel Respondents' Answers and Responses to discovery, supporting exhibits, a supporting Declaration, and a Certificate of Service.

Thank you for your cooperation.

Very truly yours,

Bruce L. Brown
Associate Regional Solicitor

By: _____
Jeannie Gorman
Senior Trial Attorney

cc: Wayne Pierce (via UPS)

Bruce L. Brown
Associate Regional Solicitor
Jeannie Gorman, Attorney
Office of the Solicitor
U.S. Department of Labor
300 Fifth Avenue, Suite 1120
Seattle, WA 98104
(206) 757-6762

RECEIVED

MAR 14 2019

Office of Administrative Law Judges
San Francisco, Ca

OFFICE OF THE ADMINISTRATIVE LAW JUDGES
UNITED STATES DEPARTMENT OF LABOR

ADMINISTRATOR, WAGE AND HOUR DIVISION, UNITED STATES DEPARTMENT OF LABOR, Prosecuting Party, v. BUTLER AMUSEMENTS, INC. and MICHAEL BRAJEVICH, Respondents.	ADMINISTRATIVE PROCEEDING Case No. 2018-TNE-00019 **ADMINISTRATOR'S MOTION TO COMPEL RESPONDENTS' ANSWERS AND RESPONSES TO DISCOVERY**

CERTIFICATION OF CONFERENCE

The undersigned attorney for the Administrator hereby certifies that, pursuant to 29 C.F.R. §18.57(a)(1), she has conferred with counsel for Respondents on each discovery request involved with this Motion to Compel.

PROCEDURAL HISTORY AND AUTHORITY

On February 6, 2018, the Administrator determined Respondents substantially failed to pay nine misclassified H-2b workers for the period from February 1, 2013 to April 24, 2013. The Administrator sought $24,987.60 in backwages and a civil money penalty of $10,000. Respondents appealed the Administrator's determination.

The Administrator served Respondents with discovery requests on December 14, 2018. **Exhibit A**. Respondents answered discovery on January 16, 2019. **Exhibit B**. Following a comprehensive review of Respondents' Answers and Responses to discovery, the Administrator sent a written letter of deficiency to Respondents on January 23, 2019, detailing deficiencies to eight Requests for Admission ("RFAs"), thirteen Interrogatories ("ROGs"), and ten Requests for Production ("RFPs") . **Exhibit C**. A conference to discuss the discovery deficiencies was scheduled for and held on January 31, 2019. During that conference, Respondents agreed to supplement or agreed they "may" supplement[1] their discovery Answers and Responses to two RFAs, eight ROGs, and ten RFPs. Respondents refused to supplement the remaining deficient answers (six RFAs and seven ROGs).

Following the Meet and Confer conference, the Administrator sent Respondents a confirming letter on regarding all issues discussed at the January 31 conference, including the date for Respondents' supplementation of discovery of February 19, 2019. **Exhibit D**. Hearing nothing from Respondents by the deadline for supplementation, on February 26, 2019 the Administrator sent Respondents a final letter extending the date for supplementation to March 1, 2019. **Exhibit E; Declaration of J. Gorman**. Hearing no response from Respondents to date **(Gorman Dec.)**, this Motion to Compel follows.

AUTHORITY

The Rules of Practice for Administrative Proceedings provide that "[a] party may seek discovery at any time after a judge issues an initial notice or order." 29 C.F.R. §18.50(a)(1). This Court issued its Notice of Hearing and Prehearing Order on March 28, 2018 which provides *inter alia* that "[f]ormal discovery may be conducted according to 29 C.F.R. Part 18 ...."

[1] During the January 31 conference, there was an extended conversation about whether Respondents "would" supplement or "may" supplement their answers and responses. The Administrator contended that the time for Respondents to consider their answers to discovery had passed and that supplementation of deficient discovery answers is required. Respondents contended that based on information provided during the Meet and Confer conference, they would revisit their answers and may or may not provide supplementation. The Administrator repeatedly expressed dissatisfaction with this position but Respondents' position on this point would not (and did not) change.

> As discovery matters are "committed almost exclusively to the sound discretion of the trial judge, appellate rulings delineating the bounds of discovery under the Rules are rare." Burns v. Thiokol Chemical Corp., 483 F.2d 300, 304-305 (5th Cir. 1973). Moreover, as the scope of discovery is variable based upon the facts and circumstances of each case, the scope should be determined on an ad hoc basis. Fed. R. Civ. P. Rule 26(b)(1), Committee Notes (2000); OFCCP v. Owens-Illinois, Inc., 1977-OFC-11 (ALJ Nov. 21, 1980). Finally, under revised Rule 26(b)(1), information is discoverable "if it is relevant to any party's claim or defense and is proportional to the needs of the case." Fed. R. Civ. P. 26(b)(1), advisory committee's note (2015).

OFCCP v. Cintas Corp., Case No. 2017-OFC-00008, p. 6 (Apr. 19, 2018) (ALJ).

Here, the Administrator seeks discoverable information related directly to Respondents' charged violation of the H-2b statute, and/or Respondents' identified defenses.

ARGUMENT

The Administrator seeks to compel Answers and Responses to all identified deficient discovery Answers and Responses, whether Respondents promised to supplement them or not.

The Administrator's letter of January 23, 2019 sets forth each of Respondents' deficiency in detail. **Ex. C**. While the Administrator does not wish to duplicate these arguments, a summary of each discovery request in italics and its identified deficient answer is provided here for the Court's convenience:

RFA No. 1: Respondents filed the TEC. Respondents would not admit and will not supplement.

RFA No. 2: Respondents employed H-2b workers in positions other than Amusement and Recreation Attendants. Respondents would not admit and will not supplement.

RFA No. 3: Respondents provided their H-2b workers with free housing. Respondents would not admit and will not supplement.

RFA No. 4: The housing Respondents provided to their H-2b workers had no permanent address. Respondents would not admit and will not supplement.

RFA No. 5: Respondents employed recurrent H-2b workers. Respondents would not admit and may supplement.

RFA No. 7: Michael Brajavich controlled Butler Amusements. Respondents would not admit and will not supplement.

RFA No. 9: Respondents paid H-2b workers a weekly salary regardless of the number of hours worked. Respondents would not admit and will not supplement.

RFA No. 10: Respondents failed to keep payroll records of hours, days, and locations worked. Respondents would not admit and promised to supplement.

ROG No. 1: Provide the basis for denying RFA No. 1 (Respondents filed the TEC). Respondents objected with incomprehensible objections and did not answer. Respondents will not supplement.

ROG No. 2: Provide the basis for denying RFA No. 2 (employment of H-2b workers in positions other than Amusement and Recreation Attendants). Respondents objected with incomprehensible objections and did not answer. Respondents promised to supplement.

ROG No. 3: Provide the basis for denying RFA No. 3 (providing free housing to H-2b workers). Respondents objected with incomprehensible objections and did not answer. Respondents promised to supplement.

ROG No. 4: Provide the basis for denying RFA No. 7 (Mr. Brajavich controlled Butler Amusements). Respondents objected with incomprehensible objections and did not answer. Respondents promised to supplement.

ROG No. 5: Provide specified information for housing provided to H-2b workers if seeking a credit or offset for housing. Respondents did not answer and may supplement.

ROG No. 6: Explain basis for establishing your offered wage rate. Respondents failed to answer and will not supplement.

ROG No. 7: Provide specified information for H-2b workers. Respondents failed to answer and will not supplement.

ROG No. 9: If you disagree with the Administrator's computation of backwages due, identify and explain your reasons. Respondents failed to answer and will not supplement.

ROG No. 10: If you disagree with the amount of civil money penalty computed, identify and explain your reasons. Respondents failed to answer and will not supplement.

ROG No. 11: State each offset or credit you are seeking. Respondents failed to answer and promised to supplement.

ROG No. 12: Explain your corporate structure. Respondents failed to answer and promised to supplement.

ROG No. 14: Explain your method of paying H-2b workers. Respondents failed to answer and promised to supplement.

ROG No. 15: Identify each person involved with paying H-2b workers. Respondents failed to answer and may supplement.

RFP No. 1: Unless admitted, produce documentation supporting your answer to RFA No. 4 (the housing provided by Respondent to H-2b workers had no permanent address). Respondents did not answer, produced no documents, and promised to supplement.

RFP No. 2: Unless admitted, produce documentation supporting your answer to RFA No. 5 (Respondents employed the same recurrent H-2b workers). Respondents did not answer, produced no documents, and promised to supplement.

RFP No. 3: Unless admitted, produce documentation supporting your answer to RFA No. 6 (Respondents didn't hire domestic (non-H-2b workers) for the TEC here). Respondents did not answer, produced no documents, and promised to supplement.

RFP No. 5: Unless admitted, produce documentation supporting your answer to RFA No. 9

(Respondents paid H-2b workers a salary regardless of hours worked). Respondents did not answer, produced no documents, and may supplement.

RFP No. 6: Unless admitted, produce documentation supporting your answer to RFA No. 10 (Respondents did not keep payroll records of hours, days, and locations worked by H-2b workers). Respondents did not answer, produced no documents, and promised to supplement.

RFP No. 7: Provide each document related to your answer to ROG No. 2 (Respondents employed H-2b workers in positions other than Amusement and Recreation Attendants). Respondents did not answer, produced no documents, and promised to supplement.

RFP No. 8: Provide each document related to your answer to ROG No. 5 (housing credit or offset sought). Respondents did not answer, produced not documents, and promised to supplement.

RFP No. 9: Provide each document related to your answer to ROG No. 11 (each legal offset or credit sought). Respondents did not answer, produced no documents, and promised to supplement.

RFP No. 10: Provide each document related to your answer to ROG No. 14 (method of paying each H-2b worker). Respondents did not answer, produced no documents, and promised to supplement.

REMEDIES

Varied remedies are available to the OALJ for a party's failure to comply with responding in good faith to properly propounded discovery requests. Some such remedies include granting a default judgment for failure to respond to discovery following uncomplied with Orders to Compel (Supervan, Inc., 2002 WL 31189136, ARB Case No. 00-008, ALJ Case No. 94-SCA-14 (ARB 2002)), dismissing an action for failure to comply with discovery requests (Walia v. The Veritas Healthcare Solutions LLC, 2015 WL 1005045, ARB Case No. 14-002, ALJ Case No. 2013-LCA-005 (ARB 2015)), prohibiting a party from introducing evidence which should have been disclosed in discovery as a reasonable sanction for failure to comply with discovery requests (Cefalu v. Roadway Express, Inc.,

2006 WL 2852115, ARB Case Nos. 04-103, 04-161, ALJ Case Nos. 2003-STA-55 (ARB 2006)), and deeming the RFAs admitted even if such action results in a default judgment because there are no longer any issues for trial (Canterbury v. Admin., 2004 LW 3038067, ARB Case No. 03-135, ALJ Case No. 02-SCA-11 (ARB 2004)).

Here, the Administrator requests an order compelling Respondents' Answers and Responses to discovery requests. Despite detailed information about each of Respondents' discovery deficiencies, a detailed conference which was confirmed in writing, and two additional extensions for Respondents' supplementation beyond the discovery period, Respondents still have not complied with their discovery obligations, and the Administrator is denied the information and documentation needed to prepare this matter for a hearing.

CONCLUSION

Respectfully, the Administrator prays this Court to compel Respondents' Answers and Responses to the Administrator's discovery.

DATED this 13th day of March, 2019.

Kate O'Scannlain
Solicitor of Labor

Janet M. Herold
Regional Solicitor

Bruce L. Brown
Associate Regional Solicitor

Jeannie Gorman
Senior Trial Attorney

By: _____
U.S. DEPARTMENT OF LABOR
Attorneys for Plaintiff

Bruce L. Brown
Associate Regional Solicitor
Jeannie Gorman, Attorney
Office of the Solicitor
U.S. Department of Labor
300 Fifth Avenue, Suite 1120
Seattle, WA 98104
(206) 757-6762

OFFICE OF THE ADMINISTRATIVE LAW JUDGES
UNITED STATES DEPARTMENT OF LABOR

ADMINISTRATOR, WAGE AND HOUR DIVISION, UNITED STATES DEPARTMENT OF LABOR, Prosecuting Party, v. BUTLER AMUSEMENTS, INC. and MICHAEL BRAJEVICH, Respondents.	ADMINISTRATIVE PROCEEDING Case No. 2018-TNE-00019 **DECLARATION OF JEANNIE GORMAN IN SUPPORT OF ADMINISTRATOR'S MOTION TO COMPEL DISCOVERY ANSWERS AND RESPONSES**

I, JEANNIE GORMAN, declare as follows:

1. I am presently employed by the U.S. Department of Labor: Office of the Solicitor as a Senior Trial Attorney.

2. I am lead counsel on this case.

3. I have typically received communication from counsel for Respondents by postal mail, electronic mail, and telephone communication.

4. I received no response from Respondents' counsel via any method of communication to my letter of February 7, 2019.

5. I received no response from Respondents' counsel via any method of communication to my letter of February 26, 2019.

6. Since our Meet and Confer conference on January 31, 2019, I have received no communication from Respondents' counsel.

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

March 13, 2019
Seattle, Washington

Jeannie Gorman
Senior Trial Attorney

CERTIFICATE OF SERVICE

The undersigned hereby certifies that she is an employee in the Office of the Solicitor, U.S. Department of Labor, at Seattle, Washington, and is a person of such age and discretion as to be competent to serve papers.

That on March 13, 2019, she caused the Administrator's Motion to Compel, supporting exhibits, supporting Declaration, and this Certificate of Service to be filed via UPS with the OALJ at the following address:

Hon. Judge Richard Clark
U.S. Department of Labor: OALJ
90 Seventh Ave., Suite 4-800
San Francisco, CA 94103

On March 13, 2019, she caused the Administrator's Motion to Compel, supporting exhibits, supporting Declaration, and this Certificate of Service to be served via UPS upon the following counsel for Respondents:

R. Wayne Pierce
The Pierce Law Firm, LLC
133 Defense Highway, Suite 201
Annapolis, MD 21401

By: _____
Jeannie Gorman
Senior Trial Attorney

Bruce L. Brown
Associate Regional Solicitor
Jeannie Gorman, Attorney
Office of the Solicitor
U.S. Department of Labor
300 Fifth Avenue, Suite 1120
Seattle, WA 98104
(206) 757-6762

OFFICE OF THE ADMINISTRATIVE LAW JUDGES
UNITED STATES DEPARTMENT OF LABOR

ADMINISTRATOR, WAGE AND HOUR DIVISION, UNITED STATES DEPARTMENT OF LABOR, Prosecuting Party, v. BUTLER AMUSEMENTS, INC. and MICHAEL BRAJEVICH, Respondents.	ADMINISTRATIVE PROCEEDING Case No. 2018-TNE-00019 **ADMINISTRATOR'S FIRST SET OF DISCOVERY TO RESPONDENTS**

TO: Respondents, Butler Amusements, Inc., and Michael Brajevich: 3003 SW 153rd Drive, Suite 205, Beaverton, OR 97006

THROUGH: R. Wayne Pierce: The Pierce Law Firm, LLC, 133 Defense Highway, Suite 201, Annapolis, MD 21401

Pursuant to the regulations at 20 C.F.R. §655.72[1], 29 C.F.R. §18.50 *et seq.*, and the Court Order of November 30, 2018, the Administrator of the Wage and Hour Division, U.S. Department of Labor requests that Respondents answer fully and in writing each of these requests for admission, interrogatories and requests for production at the Office of the Solicitor, U.S. Department of Labor, 300 Fifth Avenue, Suite 1120, Seattle, WA 98104 within thirty (30) days of the date of service.

[1] Reference to the Administrator's H-2b regulations (29 C.F.R. §655, Subpart A) are to the 2008 regulations. *See* Bayou Lawn & Landscape Services, et al. v. Hilda L. Solis, et al., 12-cv-00183-RV-CJK (N.D. Fla. 2012).

EXHIBIT A

a. In answering these discovery requests, please furnish such information and documents as are available to you, regardless of the source of the information and documents, whether the information and documents are obtained directly by you, or through your agents or representatives.

b. If these discovery requests are not or cannot be answered in full, please answer to the extent possible, specify the reason(s) for your inability to answer the remainder, and state whatever information or knowledge you have concerning the unanswered portions.

c. These discovery requests shall be deemed continuing and supplemental answers and responses are required if you obtain, directly or indirectly, further information of the nature sought herein between the time answers and responses are served and the time of the hearing. 29 C.F.R. §18.53. You are hereby notified that an order will be sought at hearing barring the admission of any evidence responsive to any discovery request which you have failed to disclose.

d. If any document requested herein was at one time in existence but has been lost, discarded, or destroyed, identify such document as completely as possible, providing as much of the following information as possible: the type of document; its date; the date or approximate date it was lost, discarded, or destroyed; the circumstances and manner in which it was lost, discarded, or destroyed; the reason or reasons for disposing of the document (if discarded or destroyed); the identity of all persons authorizing or having knowledge of the circumstances surrounding the disposal of the document; the identity of all persons who lost, discarded, or destroyed the document, and; the identity of all persons having knowledge of the contents thereof.

e. If you object to or otherwise decline to answer any portion of a discovery request, please provide all information/documents called for by that portion of the discovery request to which you do not object, or to which you do not decline to answer. If you object to a discovery request on the ground that it is too broad (i.e., that it calls both for information which is relevant to the subject matter of the action and information which is not), provide the information that is relevant. If you object to a

discovery request on the ground that to provide an answer would constitute an undue burden, provide all requested information that can be supplied without undertaking the undue burden. For those portions of a discovery request to which you object or otherwise decline to answer, state the reasons for such objection or declination.

DEFINITIONS

"Document" should be interpreted in the broadest possible manner and includes any written, graphic, printed, typed, photocopied, photographic, electronic, magnetic, recorded or tangible matter of any kind or character, or any recorded material, however produced or reproduced, whether prepared by you or otherwise, including all papers, books, records, transcripts, drafts, contracts, diaries, calendars, desk pads, minutes, lists of attendees, brochures, pamphlets, advertisements, circulars, press releases, correspondence, telephone records, communications, telegrams, teletypes, memoranda, notes, studies, work papers, summaries, analyses, reports, notebooks, manuals, guidelines, rules, instructions, operating procedures, drawings, blueprints, mylars, models, graphs, charts, maps, films, videotapes, photographs, electronic data storage materials, tapes, diskettes, digitally recorded information, lists, minutes, and entries in books of account, bills and invoices and also including every copy of a document that is not identical to the original (whether because of notes made on or attached to such copy or otherwise).

"H-2b Workers" means those workers who entered this country under the authorization of Respondents' TEC certified on December 14, 2012, bearing certified Case number H-400-12313-874905.

"Identify," "identification," or "state the identity of," unless otherwise defined, means:

(1) when applied to an individual person, to state the full name, employee identification number, present or last known business and residential addresses, present position and occupation held, and home and business telephone numbers of the person;

(2) when applied to a corporation or other business entity, to state the legal name, the date of incorporation, the state (location) of incorporation, each officer, director, or other managing agent, their title, the length of time in which such officer, director or other managing agent has held such position, the legal address of such entity, whether such entity is in good standing;

(3) when applied to oral communication, to identify (as defined in subparagraph (1)) the speaker(s), the person(s) addressed, the person(s) present during the communication, the date, the place and medium of the communication(s), and the content of the communication(s).

"Including" means including without limitation.

"Lawful deductions" shall mean each of those deductions required by law.

"Period of Intended Employment" shall mean the period from February 1, 2013 to October 31, 2013.

"Person," unless otherwise defined, includes individuals, corporations, partnerships, groups, associations, businesses and governmental agencies.

"TEC" means the Application for Temporary Employment Certification, ETA Form 9142 you filed to employ nonimmigrant workers for the period February 1, 2013 to October 31, 2013.

"You," "your," "Respondent" or "Respondents" includes Butler Amusements, LLC, Michael (Mick) Brajevich, and any assigns, agents and representatives, including attorneys and accountants.

Structural language limitations may preclude inclusion of both the singular and plural forms of speech. If a discovery request includes only the singular form of speech and the plural form of speech is applicable, please answer the request as if it is drafted to include the plural. If a discovery request includes only the plural form of speech and the singular form of speech is applicable, please answer the request as if it is drafted to include the singular.

///

///

REQUESTS FOR ADMISSION

REQUEST FOR ADMISSION NO. 1:

You filed a Temporary Employment Certification ("TEC") under 8 U.S.C. §1101(a)(15)(H)(ii)(b) ("H-2b") which was certified on December 14, 2012.

ANSWER:

REQUEST FOR ADMISSION NO. 2:

You employed H-2b Workers in positions other than as Amusement and Recreation Attendants.

ANSWER

REQUEST FOR ADMISSION NO. 3:

You provided free housing to each of your H-2b Workers.

ANSWER:

REQUEST FOR ADMISSION NO. 4:

The housing you provided to your H-2b Workers had no permanent address.

ANSWER:

REQUEST FOR ADMISSION NO. 5:

You have employed one or more of your H-2b Workers prior to your 2013 season.

ANSWER:

REQUEST FOR ADMISSION NO. 6:

You hired no domestic employee (non-H-2b Worker) to work in your employment during the Period of Intended Employment.

ANSWER:

REQUEST FOR ADMISSION NO. 7:

Michael (Mick) Brajavich controlled Butler Amusements, Inc. for at least the Period of Intended Employment.

ANSWER:

REQUEST FOR ADMISSION NO. 8:

Some of your H-2b Workers worked in Santa Barbara on April 23, 2013.

ANSWER:

REQUEST FOR ADMISSION NO. 9:

You paid your H-2b Workers a weekly salary regardless of the number of hours worked.

ANSWER:

REQUEST FOR ADMISSION NO. 10:

You did not keep records of the hours, days, and locations your H-2b Workers worked.

ANSWER:

INTERROGATORIES

INTERROGATORY NO. 1:

Unless you unconditionally admitted Request for Admission No. 1, provide the basis or bases upon which you rely for each part of your denial of Request for Admission No. 1.

ANSWER:

INTERROGATORY NO. 2:

Unless you unconditionally admitted Request for Admission No. 2, provide the basis or bases upon which you rely for each part of your denial of Request for Admission No. 2.

ANSWER:

INTERROGATORY NO. 3:

Unless you unconditionally admitted Request for Admission No. 3, provide the basis or bases upon which you rely for each part of your denial of Request for Admission No. 3.

ANSWER:

INTERROGATORY NO. 4:

Unless you unconditionally admitted Request for Admission No. 7, provide the basis or bases upon which you rely for each part of your denial of Request for Admission No. 7.

ANSWER:

INTERROGATORY NO. 5:

If you are seeking a credit or other offset for furnishing housing to any of your H-2b Workers, please state the address of each housing furnished, the name of each of your H-2b Workers who resided in such housing, the time period of each of your H-2b Workers' residence, and the cost of the housing to you.

ANSWER:

INTERROGATORY NO. 6:

Explain each basis upon which you relied for establishing your offered wage rate during the Period of Intended Employment.

ANSWER:

INTERROGATORY NO. 7:

Please identify each of your H-2b Workers. (For the purposes of this Interrogatory, the term "identify" shall include but not be limited to each H-2b Worker's: name, last known contact information [address, phone, email address]; job title; job duties; supervisor; rate of pay; method of pay, and period of employment with you for the Period of Intended Employment.)

ANSWER:

INTERROGATORY NO. 8:

Please identify each practice referenced in your statement that you follow "prevailing practices for the Traveling Amusement Industry in regards to housing, transportation and weekly salary for workers" on page 5, §G of your ETA Form 9142B.

ANSWER:

INTERROGATORY NO. 9:

If you dispute any of the Secretary's computations of backwages due your H-2b Workers (attached as **EXHIBIT A**), please identify and explain each such dispute.

ANSWER:

INTERROGATORY NO. 10:

If you dispute the amount of the civil money penalties assessed in this matter, please identify each such dispute.

ANSWER:

INTERROGATORY NO. 11:

Please state each legal offset or other credit you are seeking or expect to seek in this matter to reduce your financial liability. (If you are seeking a housing credit, you need not repeat any information you included in your Answer to Interrogatory No. 5.)

ANSWER:

INTERROGATORY NO. 12

Please explain your corporate structure with such information to include but not be limited to: each principal with their name, title, job duties, and corporate address; the address of each entity; whether any principal has an interest in any other entity; the dates each entity has been in legal existence, whether any entity has a website, and if so, the website address.

ANSWER:

INTERROGATORY NO. 13:

If any information you indicated in your TEC has changed since filing, please identify and explain each such change. (For purposes of this Interrogatory, the term "identify and explain" shall include but not be limited to: an identification of the change, the location (form name, part or subsection, and page number) of each piece of changed information; the reason why the information changed (if any); and the individual or individuals responsible for each such piece of changed information.)

ANSWER:

INTERROGATORY NO. 14:

Please explain your method of paying each of your H-2b Workers. (For purposes of this interrogatory only, the term "explain your method of paying" shall include but not be limited to: how you determine the amount of pay, the name and title of each person who dispenses pay; the method of payment (such as whether cash, check, electronic funds transfer, or any other method), whether payment is made to all H-2b Workers at the same time; the name and title of the individual who determines who will be paid first; if pay is contained in an envelope, the name and title of each of your employees who handle the envelope before it is given to each H-2b Worker, and; whether all H-2b Workers are paid on the same day.)

ANSWER:

INTERROGATORYNO. 15:

Please identify each person involved in paying your H-2b Workers.

ANSWER:

INTERROGATORY NO. 20:

Are you able to meet your financial obligations?

ANSWER:

REQUESTS FOR PRODUCTION

REQUEST FOR PRODUCTION NO. 1:

If you did not unconditionally admit Request for Admission No. 4, please produce each document upon which you rely for each part of your denial of Request for Admission No. 4.

RESPONSE:

REQUEST FOR PRODUCTION NO. 2:

If you did not unconditionally admit Request for Admission No. 5, please produce each document upon which you rely for each part of your denial of Request for Admission No. 5.

RESPONSE:

REQUEST FOR PRODUCTION NO. 3:

If you did not unconditionally admit Request for Admission No. 6, please produce each document upon which you rely for each part of your denial of Request for Admission No. 6.

RESPONSE:

REQUEST FOR PRODUCTION NO. 4:

If you did not unconditionally admit Request for Admission No. 8, please produce each document upon which you rely for each part of your denial of Request for Admission No. 8.

RESPONSE:

REQUEST FOR PRODUCTION NO. 5:

If you did not unconditionally admit Request for Admission No. 9, please produce each document upon which you rely for each part of your denial of Request for Admission No. 9.

RESPONSE:

REQUEST FOR PRODUCTION NO. 6:

If you did not unconditionally admit Request for Admission No. 10, please produce each document upon which you rely for each part of your denial of Request for Admission No. 10.

RESPONSE:

REQUEST FOR PRODUCTION NO. 7:

Produce each document which relates to your Answer to Interrogatory No. 2.

RESPONSE:

REQUEST FOR PRODUCTION NO. 8:

Produce each document which supports, contradicts, and/or relates to your Answer to Interrogatory No. 5. (For purposes of this Interrogatory, the records requested by this Interrogatory shall include but not be limited to documentation that: substantiates the cost of the housing furnished; substantiates the value of the housing furnished, and; demonstrates each of your H-2b Workers' voluntary and uncoerced acceptance of the housing furnished.)

RESPONSE:

REQUEST FOR PRODUCTION NO. 9:

Produce each document which supports or contradicts your Answer to Interrogatory No. 11.

RESPONSE:

REQUEST FOR PRODUCTION NO. 10:

Produce each document which supports or contradicts your Answer to Interrogatory No. 14.

RESPONSE:

REQUEST FOR PRODUCTION NO. 11:

Produce each statement (whether written, electronic, audio, or in some other format) upon which you will rely which was made by and/or taken by you from any person with knowledge of the relevant facts relating to the prosecution and/or defense of this matter.

RESPONSE:

REQUEST FOR PRODUCTION NO. 12:

Produce each document you have filed or otherwise submitted to any governmental organization (foreign or domestic) regarding your intent to employ H-2b workers for the 2019 season.

RESPONSE:

DATED this 14th day of December, 2018.

Kate O'Scannlain
Solicitor of Labor

Janet M. Herold
Regional Solicitor

Bruce L. Brown
Associate Regional Solicitor

Jeannie Gorman
Senior Trial Attorney

By: _____
U.S. DEPARTMENT OF LABOR
Attorneys for Plaintiff

EXHIBIT A TO ADMINISTRATOR'S FIRST SET OF DISCOVERY REQUESTS

Name	Job Performed	Amount Due
Saul Estadillo Herrera	Truck driver	$ 2,750.00
Gustavo Gamero	Truck driver	$ 2,750.00
Sergio Guzman	Truck driver	$ 2,750.00
Jaime Hernandez	Machine shop mechanic	$ 3,324.20
Omar Lopez Romero	Ride supervisor	$ 3,064.60
Antonio Mendez	Ride supervisor	$ 644.60
Jose Ivan Ortega Romo	Truck driver	$ 2,750.00
Fernando Preza	Truck driver	$ 2,750.00
Felipe Villegas Quijano	Machine shop mechanic	$ 4,204.20
	Total backwages due:	$24,987.60

CERTIFICATE OF SERVICE

The undersigned hereby certifies that she is an employee in the Office of the Solicitor, U.S. Department of Labor, at Seattle, Washington, and is a person of such age and discretion as to be competent to serve papers.

That on December 14, 2018, she caused the Administrator's Initial Disclosures and this Certificate of Service to be filed with the OALJ, via UPS, at the following address:

Hon. Judge Richard Clark
U.S. Department of Labor: OALJ
90 Seventh Ave., Suite 4-800
San Francisco, CA 94103

On December 14, 2018, she caused the Administrator's Initial Disclosures, the Administrator's First Set of Discover to Respondents, and a copy of this Certificate of Service to be served upon the following via UPS delivery:

R. Wayne Pierce
The Pierce Law Firm, LLC
133 Defense Highway, Suite 201
Annapolis, MD 21401

By: _____
Jeannie Gorman
Senior Trial Attorney

RECEIVED
U.S. DOL - Office of The Solicitor
JAN 17 2019
SEATTLE, WA

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES

In the Matter of:	*	
ADMINISTRATOR,	*	
WAGE & HOUR DIVISION		**Case No.:** 2018-TNE-00019
Plaintiff	*	
		WHD Reference #: 1689932
v.	*	
BUTLER AMUSEMENTS, INC., and	*	
MICHAEL BRAJEVICH		
Respondents	*	

* * * * * * * * * * * * * *

RESPONDENTS' ANSWERS TO REQUEST FOR ADMISSIONS

R. Wayne Pierce, Esquire
The Pierce Law Firm, LLC
133 Defense Hwy, Suite 201
Annapolis, Maryland 21401-7015
410-573-9955
Fax 410-573-9956
wpierce@adventurelaw.com
Attorney for Respondents

January 16, 2019

EXHIBIT
13

FROM: Butler Amusements, Inc., and Michael Brajevich, Respondents

TO: Administrator, Wage & Hour Division, Plaintiff

Butler Amusements, Inc., and Michael Brajevich, Respondents, respond to Plaintiff's request for admissions as follows:

A. The information supplied in these responses is not based solely upon the knowledge of this party, but includes the knowledge of this party's agents, representatives, and counsel, unless privileged.

B. The word usage and sentence structure is that of counsel, who in fact prepared these answers. The language does not purport to be the exact language of this party.

C. These requests for admission have been interpreted and answered in accordance with the Rules of Procedure and plain English usage. To the extent the definitions or instructions included with the requests for admission are inconsistent therewith, this party disavows any intention to abide by them.

REQUEST NO. 1: You filed a Temporary Employment Certification ("TEC") under 8 U.S.C. § 1101 (a) (15) (H) (ii) (b) ("H-2B") which was certified on December 14, 2012.

Response No. 1: Respondents admit that Butler Amusements, Inc., filed an ETA Form 9142 that was certified by a letter dated December 14, 2012. The request is otherwise denied.

REQUEST NO. 2: You employed H-2B Workers in positions other than as Amusement and Recreation Attendants.

Response No. 2: *Objection.* This request is not limited in time, and is therefore largely irrelevant. Without waiving this objection, the request is denied as to the 2013 allegations in this case. The request is otherwise denied.

REQUEST NO. 3: You provided free housing to each of your H-2B Workers.

Response No. 3: *Objection.* This request is not limited in time, and is therefore largely irrelevant. Without waiving this objection, Respondents admit that, during the 2013 season, they provided H-2B workers with housing for which the H-2B workers did not pay a deduction, chargeback, or rent. The request is otherwise denied.

REQUEST NO. 4: The housing you provided to your H-2B Workers had no permanent address.

Response No. 4: *Objection.* This request is not limited in time, and is therefore largely irrelevant. Without waiving this objection,Respondents admit that the housing that they provided during the 2013 season was used at various locations. The request is otherwise denied.

REQUEST NO. 5: You have employed one or more of your H-2B Workers prior to your 2013 season.

Response No. 5: *Objection.* This request is not limited in time, and is therefore largely irrelevant. Without waiving this objection,Respondents admit that Butler Amusements, Inc., participated in the H-2B program before the 2013 season. The request is otherwise denied.

REQUEST NO. 6: You hired no domestic employee (non-H-2B Worker) to work in your employment during the Period of Intended Employment.

Response No. 6: Denied.

REQUEST NO. 7: Michael (Mick) Brajavich [sic] controlled Butler Amusements, Inc. for at least the Period of Intended Employment.

Response No. 7: Objection. The term "controlled" is not defined. Without waiving this objection, Respondents admit that Michael Brajevich served as Butler's chief executive officer during the 2013 season. The request is otherwise denied.

REQUEST NO. 8: Some of your H-2B Workers were in Santa Barbara on April 23, 2013.

Response No. 8: Admitted.

REQUEST NO. 9: You paid your H-2B Workers a weekly salary regardless of the number of hours worked.

Response No. 9: *Objection.* This request is not limited in time, and is therefore largely irrelevant. Without waiving this objection, the request is denied.

REQUEST NO. 10: You did not keep records of the hours, days, and locations your H-2B Workers worked.

Response No. 10: *Objection.* This request is not limited in time, and is therefore largely irrelevant. Without waiving this objection, the request is denied.

R. WAYNE PIERCE
The Pierce Law Firm, LLC
133 Defense Highway, Suite 201
Annapolis, MD 21401
Phone: 410-573-9955
Fax: 410-573-9956
Email: wpierce@adventurelaw.com

Attorney for Respondents

CERTIFICATE OF SERVICE

Respondents Butler Amusements, Inc., and Michael Brajevich, hereby certify that on **January 16, 2019,** copies of the following:

1. Respondents' Answers to Request for Admissions

Were mailed, and a copy was e-mailed, to:

Jeannie Gorman
US Department of Labor
Office of the Solicitor
300 5th Avenue, Suite 1120
Seattle, Washington 98104-2397
Ph: (206) 757-6762
Fax: (206) 757-6761
Gorman.jeannie@dol.gov

And a copy of the notice of service was mailed to:
Chief Docket Clerk
Office of Administrative Law Judges
800 K Street NW, Suite 400
Washington, DC 20001-8002

R. WAYNE PIERCE

RECEIVED
U.S. DOL - Office of The Solicitor
JAN 17 2019
SEATTLE, WA

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES

In the Matter of:	*	
ADMINISTRATOR,	*	
WAGE & HOUR DIVISION		**Case No.:** 2018-TNE-00019
Plaintiff	*	
		WHD Reference #: 1689932
v.	*	
BUTLER AMUSEMENTS, INC., and	*	
MICHAEL BRAJEVICH		
Respondents	*	

* * * * * * * * * * * * * *

RESPONDENT'S ANSWERS TO INTERROGATORIES

R. Wayne Pierce, Esquire
The Pierce Law Firm, LLC
133 Defense Hwy, Suite 201
Annapolis, Maryland 21401-7015
410-573-9955
Fax 410-573-9956
wpierce@adventurelaw.com
Attorney for Respondents

January 16, 2019

FROM: Butler Amusements, Inc., and Michael Brajevich, Respondents

TO: Administrator, Wage & Hour Division, Plaintiff

Butler Amusements, Inc., and Michael Brajevich, Respondents, answer the Plaintiff's interrogatories and say:

A. The information supplied in these answers is not based solely upon the knowledge of the executing party, but includes the knowledge of the party's agents, representatives, and attorneys, unless privileged.

B. The word usage and sentence structure is that of the attorneys who in fact prepared these answers and language does not purport to be the exact language of the executing party.

C. These interrogatories have been interpreted and answered in accordance with the Rules of Procedure and plain English usage. To the extent the definitions and instructions included with the interrogatories are inconsistent therewith, this party disavows any intention to abide by them.

D. Defendant objects to the interrogatories to the extent that they purport to require answers on behalf of any entity other than this Defendant.

INTERROGATORY NO. 1: Unless you unconditionally admitted Request for Admission No. 1, provide the basis or bases upon which you rely for each part of your denial of Request for Admission No. 1.

ANSWER NO. 1: In addition to the basis obvious from the answer itself, the basis for the conditional answer is that the request was overbroad and included false statements or implications. The request also exceeded the permissible bounds for a request for admission of facts.

INTERROGATORY NO. 2: Unless you unconditionally admitted Request for Admission No. 2, provide the basis or bases upon which you rely for each part of your denial of Request for Admission No. 2.

ANSWER NO. 2: In addition to the basis obvious from the answer itself, the basis for the conditional answer is that the request was overbroad and included false statements or

implications. The request also exceeded the permissible bounds for a request for admission of facts.

INTERROGATORY NO. 3: Unless you unconditionally admitted Request for Admission No. 3, provide the basis or bases upon which you rely for each part of your denial of Request for Admission No. 3.

ANSWER NO. 3: In addition to the basis obvious from the answer itself, the basis for the conditional answer is that the request was overbroad and included false statements or implications. The request also exceeded the permissible bounds for a request for admission of facts.

INTERROGATORY NO. 4: Unless you unconditionally admitted Request for Admission No. 7, provide the basis or bases upon which you rely for each part of your denial of Request for Admission No. 7.

ANSWER NO. 4: In addition to the basis obvious from the answer itself, the basis for the conditional answer is that the request was overbroad and included false statements or implications. The request also exceeded the permissible bounds for a request for admission of facts.

INTERROGATORY NO. 5: If you are seeking a credit or other offset for furnishing housing to any of your H-2B Workers, please state the address of each housing furnished, the name of each of your H-2B Workers who resided in such housing, the time period of each of your H-2B Workers' residence, and the cost of the housing to you.

ANSWER NO. 5: *Objection.* This request is not limited in time or to the implicated workers, and is therefore largely irrelevant. Without waiving this objection, housing was made available at locations reflected on Butler's itinerary and previously produced. Each of the 9 implicated workers lived in the housing during the 2013 season. Respondents are still identifying and preparing cost documentation, and this answer will be supplemented.

INTERROGATORY NO. 6: Explain each basis upon which you rely for establishing your offered wage rate during the Period of Intended Employment.

ANSWER NO. 6: *Objection.* This interrogatory calls for a legal conclusions not appropriate for interrogatories. Without waiving this objection, "offered wage" is a term of art, and by definition, the basis for the offered wage rate is the ETA Form 9142.

INTERROGATORY NO. 7: Please identify each of your H-2B Workers. (For the purposes of this Interrogatory, the term "identify" shall include but not be limited to each H-2B Worker's: name, last known contact information [address, phone, e-mail address]; job title; job duties; supervisor; rate of pay; method of pay, and period of employment with you for the Period of Intended Employment.)

ANSWER NO. 7: *Objection.* This request is not limited in time or to the implicated workers, and is therefore largely irrelevant. Without waiving this objection, Butler's H-2B workers for the 2013 season were identified in the records already produced for inspection. Specifically, contact information is contained in the Excel spreadsheet for the 2013 H-2B workers.

INTERROGATORY NO. 8: Please identify each practice referenced in your statement that you follow "prevailing practices for the Traveling Amusement Industry in regards to housing, transportation and weekly salary for workers" on page 5, § G of your ETA Form 9142B.

ANSWER NO. 8: This statement indicates that Butler availed itself, as permitted under the 2008 rules, to follow industry practice to provide housing, in and out of country travel, and local convenience travel for a credit, and to use a prepayment plan for compensating wages. Respondents were also entitled to credits for providing visa and inspection fees, and bonuses or merit pay.

INTERROGATORY NO. 9: If you dispute any of the Secretary's computations of backwages to your H-2B Workers (attached as EXHIBIT A), please identify and explain each such dispute.

ANSWER NO. 9: *Objection.* The Administrator has not explained how those calculations were made, so it is not possible to answer this interrogatory. Further, by its very nature, once a dispute is acknowledged, there is nothing remaining to "identify and explain."

Without waiving this objection, Respondents believe that the Administrator made no allowance for proper credits (including for the duration of the season), nor the issues identified in Respondents' motion for summary judgment, including:

- The unenforceability of the 2008 regulations.
- The binding nature of ETA's prevailing wages.
- The absence of enforceable regulatory requirements.
- It is not necessary to identify every single job task when applying for a prevailing wage.
- The H-2B workers were entitled to work minor or incidental duties outside of their designated job code up to 20% of their time.
- The H-2B workers were entitled to work up to 80% of their time supervising others in the same job code.

INTERROGATORY NO. 10: If you dispute the amount of the civil money penalties assessed in this matter, please identify each such dispute.

ANSWER NO. 10: *Objection.* The Administrator has not explained how those calculations were made, so it is not possible to answer this interrogatory. Further, by its very nature, once a dispute is acknowledged, there is nothing remaining to "identify." Without waiving this objection, Respondents simply state that they identify the dispute by acknowledging that they dispute the amount.

INTERROGATORY NO. 11: Please state each legal offset or other credit you are seeking or expect to seek in this matter to reduce your financial liability. (If you are seeking a housing credit, you need not repeat any information you included in your Answer to Interrogatory No. 5.)

ANSWER NO. 11: This information was already provided in other answers.

INTERROGATORY NO. 12: Please explain your corporate structure with such information to include but not limited to: each principal with their name, title, job duties,

and corporate address; the address of each entity; whether any principal has an interest in any other entity; the dates each entity has been in legal existence, whether any entity has a website, and if so, the website address.

ANSWER NO. 12: *Objection.* This request is not limited in time, and is therefore largely irrelevant. Without waiving this objection, Butler's chief executive officer is Michael Brajevich. The Board of Directors consists of Michael Brajevich, Lance Moyer, and Tom Shobaken. Corporate shares are owned by Tammy Quint, Kelly Butler, Kris Brajevich, Jill Moyer, and Sean Butler.

INTERROGATORY NO. 13: If any information you indicated in your TEC has changed since filing, please identify and explain each such change. (For purposes of this Interrogatory, the term "identify and explain" shall include but not be limited to: an identification of the change, the location (form name, part or subsection, and page number) of each piece of changed information; the reason why the information changed (if any); and the individual or individuals responsible for each such piece of changed information.)

ANSWER NO. 13: *Objection.* This request is not limited in time, and is therefore largely irrelevant. Without waiving this objection, Respondents are not aware of any information in their ETA Form 9142 for the 2013 season that was not accurate at the time the form was submitted.

INTERROGATORY NO. 14: Please explain your method of paying each of your H-2B Workers. (For purposes of this interrogatory only, the term "explain your method of paying" shall include but not be limited to: how you determine the amount of pay, the name and title of each person who dispenses pay; the method of payment (such as whether cash, check, electronic funds transfer, or any other method), whether payment is made to all H-2B Workers at the same time; the name and title of the individual who determines who will be paid first; if pay is contained in an envelope, the name and title of each of your employees who handled the envelope before it is given to each H-2B Worker, and; whether all H-2B Workers are paid on the same day.)

ANSWER NO. 14: *Objection.* This request is not limited in time or to the implicated workers, and is therefore largely irrelevant. Without waiving this objection, in 2013, Butler's H-2B employees in 2013 were paid in cash on Sunday. They countersigned their pay statement, and the pay statements were sent to the Beaverton office.

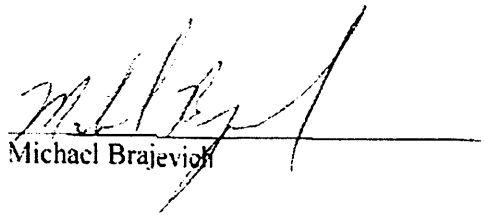
INTERROGATORY NO. 15: Please identify each person involved in paying your H-2B Workers.

ANSWER NO. 15: *Objection.* This request is not limited in time or to the implicated workers, and is therefore largely irrelevant. Without waiving this objection, in 2013, Butler is the employer and was responsible for paying.

INTERROGATORY NO. 20 [sic]: Are you able to meet your financial obligations?

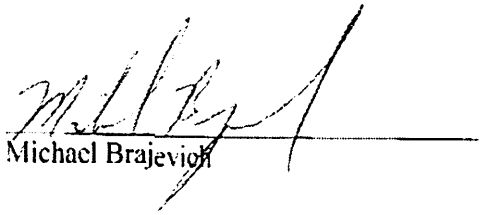
ANSWER NO. 20 [sic]: *Objection.* This request is not limited in time or to the implicated workers, and is therefore largely irrelevant. It also appears to go to collectibility, for which discovery is inappropriate at least until an adverse judgment is obtained. Without waiving this objection, in 2013, Butler satisfied DHS's definition of financial viability.

I, **Michael Brajevich**, am chief executive officer of BUTLER AMUSEMENTS, INC., and am duly authorized by the corporation to execute these answers to interrogatories under oath on its behalf. The information set forth in these answers was collected by others and such information is not necessarily within my personal knowledge. However, on behalf of the corporation, I solemnly affirm under penalties of perjury that the foregoing answers to interrogatories are true to the best of my knowledge, information and belief.



Michael Brajevich

I, **Michael Brajevich**, execute these answers to interrogatories under oath. The information set forth in these answers was collected by others and such information is not necessarily within my personal knowledge. I solemnly affirm under penalties of perjury that the foregoing answers to interrogatories are true to the best of my knowledge, information and belief.



Michael Brajevich

R. WAYNE PIERCE
The Pierce Law Firm, LLC
133 Defense Highway, Suite 201

Annapolis, MD 21401
Phone: 410-573-9955
Fax: 410-573-9956
Email: wpierce@adventurelaw.com

Attorney for Respondents

CERTIFICATE OF SERVICE

Respondents Butler Amusements, Inc., and Michael Brajevich, hereby certify that on **January 16, 2019,** copies of the following:

1. Respondents' Answers to Interrogatories

Were mailed, and a copy was e-mailed, to:

Jeannie Gorman
US Department of Labor
Office of the Solicitor
300 5th Avenue, Suite 1120
Seattle, Washington 98104-2397
Ph: (206) 757-6762
Fax: (206) 757-6761
Gorman.jeannie@dol.gov

And a copy of the notice of service was mailed to:
Chief Docket Clerk
Office of Administrative Law Judges
800 K Street NW, Suite 400
Washington, DC 20001-8002

R. Wayne Pierce
R. WAYNE PIERCE

RECEIVED
U.S. DOL - Office of The Solicitor
JAN 17 2019
SEATTLE, WA

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES

In the Matter of:	*	
ADMINISTRATOR, WAGE & HOUR DIVISION Plaintiff	*	**Case No.:** 2018-TNE-00019
	*	WHD Reference #: 1689932
v.	*	
BUTLER AMUSEMENTS, INC., and MICHAEL BRAJEVICH Respondents	*	

* * * * * * * * * * * * * *

RESPONDENTS' ANSWERS TO REQUEST FOR PRODUCTION OF DOCUMENTS

R. Wayne Pierce, Esquire
The Pierce Law Firm, LLC
133 Defense Hwy, Suite 201
Annapolis, Maryland 21401-7015
410-573-9955
Fax 410-573-9956
wpierce@adventurelaw.com
Attorney for Respondents

January 16, 2019

FROM: Butler Amusements, Inc., and Michael Brajevich, Respondents

TO: Administrator, Wage & Hour Division, Plaintiff

Butler Amusements, Inc., and Michael Brajevich, Respondents, respond to Plaintiff's request for production of documents as follows:

GENERAL OBJECTIONS

A. These parties object to producing any documents requested that are privileged, including those protected by the attorney-client privilege and/or the work-product doctrine.

B. These parties object to those instructions and definitions set forth in the Request for Production of Documents that exceed the scope of the rules of procedure.

C. These parties object to the production schedule in the document requests. These parties will produce documents responsive to the Request for Production of Documents as they are kept in the usual course of business at the offices of The Pierce Law Firm, LLC, 133 Defense Highway, Suite 201, Annapolis, Maryland 21401-7015, on a date and at a time agreeable to counsel.

D. The statement that "documents will be produced" is not a representation that responsive documents exist, have ever existed, or can be found, only that such responsive documents as may be located will be provided.

REQUESTS AND RESPONSES

REQUEST NO. 1: If you did not unconditionally admit Request for Admission No. 4, please produce each document upon which you rely for each part of your denial of Request for Admission No. 4.

Response No. 1: In addition to the basis obvious from the answer itself, the basis for the conditional answer is that the request was overbroad and included false statements or implications. The request also exceeded the permissible bounds for a request for admission of facts.

REQUEST NO. 2: If you did not unconditionally admit Request for Admission No. 5, please produce each document upon which you rely for each part of your denial of Request for Admission No. 5.

Response No. 2: In addition to the basis obvious from the answer itself, the basis for the conditional answer is that the request was overbroad and included false statements or implications. The request also exceeded the permissible bounds for a request for admission of facts.

REQUEST NO. 3: If you did not unconditionally admit Request for Admission No. 6, please produce each document upon which you rely for each part of your denial of Request for Admission No. 6.

Response No. 3: *Objection.* It is unduly burdensome to produce "each" document to prove that Butler hired U.S. workers at some undisclosed point in time in the past. Without waiving this objection, this is readily apparent from the payroll and timekeeping records already produced.

REQUEST NO. 4: If you did not unconditionally admit Request for Admission No. 8, please produce each document upon which you rely for each part of your denial of Request for Admission No. 8.

Response No. 4: *Objection.* It is not possible to answer this request further as it is currently phrased.

REQUEST NO. 5: If you did not unconditionally admit Request for Admission No. 9, please produce each document upon which you rely for each part of your denial of Request for Admission No. 9.

Response No. 5: Respondents have already produced their payroll. Discovery continues and this response will be supplemented as needed.

REQUEST NO. 6: If you did not unconditionally admit Request for Admission No. 10, please produce each document upon which you rely for each part of your denial of Request for Admission No. 10.

Response No. 6: Respondents have already produced voluminous timekeeping records.

REQUEST NO. 7: Produce each document which relates to your Answer to Interrogatory No. 2.

Response No. 7: *Objection.* This request is so overbroad as to be impossible to answer. Without waiving this objection, Respondents believe that any documents identified in the interrogatory answers have already been produced.

REQUEST NO. 8: Produce each document which supports, contradicts, and/or relates to your Answer to Interrogatory No. 5. (For purposes of this Interrogatory, the records requested by this Interrogatory shall include but not be limited to documentation that: substantiates the cost of the housing furnished; substantiates the value of the housing furnished, and; demonstrates each of your H-2B Workers' voluntary and uncoerced acceptance of the housing furnished.)

Response No. 8: Discovery continues and this response will be supplemented as needed.

REQUEST NO. 9: Produce each document which supports or contradicts your Answer to Interrogatory No. 11.

Response No. 9: Objection. Those credits or offsets that Respondents claim have already been identified, and Respondents are not aware of further documents (other than the pleadings in this case) to substantiate the fact of what they are claiming in this case.

REQUEST NO. 10: Produce each document which supports or contradicts your Answer to Interrogatory No. 14.

Response No. 10: Discovery continues and this response will be supplemented as needed.

REQUEST NO. 11: Produce each statement (whether written, electronic, audio, or in some other format) upon which you will rely which was made by and/or taken by you from any person with knowledge of the relevant facts relating to the prosecution and/or defense of this matter.

Response No. 11: *Objection.* Statements made by individuals other than the parties are not discoverable. *Suggs v. Whitaker*, 152 F.R.D. 501, 505 (M.D.N.C. 1993) (no discovery of witness statements); *Fernandes v. United Fruit Co.*, 50 F.R.D. 82, 83-84 (D.Md. 1970) (no discovery of those persons from whom a statement was taken); *Board of Educ. v. Heating & Ventilating, Inc.*, 104 F.R.D. 23, 32 (N.D. Ill. 1984) (interrogator cannot ask who was

interviewed and whether a statement was prepared); *Uinta Oil Refining Co. v. Continental Oil Co.*, 226 F.Supp. 495, 500, 505-06 (D.Utah 1964) (no discovery of those persons from whom a statement was requested or taken); *Buining v. The Transporter*, 171 F. Supp. 127, 133 (D.Md. 1959) (court disallowed interrogatory seeking identity of any person who had given a written statement to the opponent); *O'Brien v. Equitable life Assur. Soc'y*, 13 F.R.D. 475, 477 (W.D. Mo. 1953) (same). Notwithstanding this objection, defendant is not aware of any such documents generated in the ordinary course of business. Respondents reserve the right to produce such statements as part of its exhibit list.

REQUEST NO. 12: Produce each document you have filed or otherwise submitted to any governmental organization (foreign or domestic) regarding your intent to employ H-2B workers for the 2019 season.

Response No. 12: Objection. This request does not seek information likely to lead to admissible evidence. Without waiving this objection, Respondents will produce their ETA Form 9142 and I-129 for the 2019 season.

R. WAYNE PIERCE
The Pierce Law Firm, LLC
133 Defense Highway, Suite 201
Annapolis, MD 21401
Phone: 410-573-9955
Fax: 410-573-9956
Email: wpierce@adventurelaw.com

Attorney for Respondents

CERTIFICATE OF SERVICE

Respondents Butler Amusements, Inc., and Michael Brajevich, hereby certify that on **January 16, 2019,** copies of the following:

1. Respondents' Answers to Request for Production of Documents

Were mailed, and a copy was e-mailed, to:

Jeannie Gorman
US Department of Labor
Office of the Solicitor
300 5th Avenue, Suite 1120
Seattle, Washington 98104-2397
Ph: (206) 757-6762
Fax: (206) 757-6761
Gorman.jeannie@dol.gov

And a copy of the notice of service was mailed to:
Chief Docket Clerk
Office of Administrative Law Judges
800 K Street NW, Suite 400
Washington, DC 20001-8002

R. WAYNE PIERCE

U.S. Department of Labor

Office of the Solicitor
300 Fifth Ave., Suite 1120
Seattle, Washington 98104-2397
(206) 757-6762
FAX (206) 757-6761

January 23, 2019

VIA UPS
VIA EMAIL
R. Wayne Pierce
The Pierce Law Firm, LLC
133 Defense Highway, Suite 201
Annapolis, MD 21401

RE: Administrator v. Butler, et al.
Case No. 2018-TNE-19
Our SOL#: 09021900029

Dear Mr. Pierce:

I am in receipt of Respondents' Answers and Responses to The Administrator's discovery requests which you emailed me on January 16, 2019. By copy of this letter, I am requesting clarification, specificity, and immediate supplementation of your deficient Answers and Responses. I have two primary concerns: (1) I am concerned that Respondents' willfully ignored defined terms yet reference the Definitions section for common terms for which a definition is not provided, and; (2) I am concerned that Respondents have intentionally disregarded their obligations under the discovery rules by providing answers and responses which are largely unresponsive. It would be an abuse of the discovery process for Respondents to intentionally provide groundless objections and unresponsive answers so as to require the Administrator to seek a formal remedy to secure answers and responses to properly propounded discovery.

Those discovery answers and responses which are deficient are:

Request for Admission ("RFA") No. 1: You admitted to filing the TEC and confirmed the date it was certified but "otherwise denied" the request. Given your admission of the substance of this request, your statement that you are denying this RFA is incomprehensible. Please clarify which portion of the RFA you are denying.

RFA No. 2: You state this request is not limited in time but disregard that the term "H-2B Workers" used in the RFA is a defined term with temporal limitation (*see* p. 3 of discovery propounded to you) limited to those workers who entered the country under the TEC at issue in this case. Given the lack of foundation for your objection, please clarify that your Answer is unchanged. Respondents' objection that the RFA is "largely irrelevant" and "otherwise denied" is incomprehensible and will be ignored.

RFA No. 3: You state this request is not limited in time but disregard that the term "H-2B Workers" used in the RFA is a defined term (*see* p. 3) limited to those workers who entered the

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country under the TEC at issue in this case. Given the lack of foundation for your objection, please clarify that your Answer is unchanged. Respondents' objection that the RFA is "largely irrelevant" and "otherwise denied" is incomprehensible and will be ignored.

RFA No. 4: You state this request is not limited in time but disregard that the term "H-2B Workers" used in the RFA is a defined term (*see* p. 3) limited to those workers who entered the country under the TEC at issue in this case. Given the lack of foundation for your objection, please clarify that your Answer is unchanged. This RFA asked about whether your housing had a permanent address but you answered that 'housing was used at various locations.' It is unclear whether you are are admitting, denying, or even answering the question asked. Further, Respondents' objection that the RFA is "largely irrelevant" and "otherwise denied" is incomprehensible and will be ignored.

RFA No. 5: Given that you appear to have disregarded the definition of the term "H-2B Worker" and thus may have misapprehended this discovery request, please confirm that your answer remains unchanged.

RFA No. 7: The term "controlled" has its regular meaning. Please clarify which portion of this Answer is denied.

RFA No. 9: You state this request is not limited in time but disregard that the term "H-2B Workers" used in the RFA is a defined term (*see* p. 3) limited to those workers who entered the country under the TEC at issue in this case. Given the lack of foundation for your objection, please clarify that your Answer is unchanged. Respondents' objection that the RFA is "largely irrelevant" and "otherwise denied" is incomprehensible and will be ignored.

RFA No. 10: You state this request is not limited in time but disregard that the term "H-2B Workers" used in the RFA is a defined term (*see* p. 3) limited to those workers who entered the country under the TEC at issue in this case. Given the lack of foundation for your objection, please clarify that your Answer is unchanged. Respondents' objection that the RFA is "largely irrelevant" and "otherwise denied" is incomprehensible and will be ignored.

Interrogatory ("ROG") No. 1: You state three objections but each is incomprehensible. You first state that "[i]n addition to the basis obvious from the answer itself, the basis for the conditional answer is..." yet there is no "basis obvious from the answer itself" because you admitted the substance of RFA No. 1. Secondly, you state that the request "was overbroad and included false statements or implications." These are not objections which were lodged to RFA No. 1 (nor is an objection that the request 'includes false statements or implications' a recognized objection) and I cannot understand how unobjected-to form issues could serve as the basis or bases of your denial particularly given your obligation to answer the interrogatory pursuant to 29 C.F.R. §18.60. Finally, you state that the "request also exceeded the permissible bounds for a request for admission of facts" yet you do not explain what this means or how it forms the basis or bases of your denial. It appears you are using unrecognizable objections to avoid answering a properly propounded Interrogatory.

ROG No. 2: You state three objections but each is incomprehensible. You first state that "[i]n addition to the basis obvious from the answer itself, the basis for the conditional answer is..." yet there is no "basis obvious from the answer itself" because you (1) denied RFA No. 2 on your mistaken belief that it is irrelevant because it is not limited in time. However, the RFA is limited in time and you simply ignored the Definition of the term with which you took issue. Secondly, you state that the request "was overbroad and included false statements or implications." These are not objections which were lodged to RFA No. 2 (nor is an objection that the request 'includes false statements or implications' a recognized objection) and I cannot understand how unobjected-to form issues could serve as the basis or bases of your denial particularly given your obligation to answer the interrogatory pursuant to 29 C.F.R. §18.60. Finally, you state that the "request also exceeded the permissible bounds for a request for admission of facts" yet you do not explain what this means or how it forms the basis or bases of your denial. It appears you are using unrecognizable objections to avoid answering a properly propounded Interrogatory.

ROG No. 3: You state three objections but each is incomprehensible. You first state that "[i]n addition to the basis obvious from the answer itself, the basis for the conditional answer is..." yet there is no "basis obvious from the answer itself" because you (1) admitted the substance of RFA No. 3. Regarding your objection, the RFA is limited in time and you simply ignored the Definition of the term with which you took issue. Secondly, you state that the request "was overbroad and included false statements or implications." These are not objections which were lodged to RFA No. 3 (nor is an objection that the request 'includes false statements or implications' a recognized objection) and I cannot understand how unobjected-to form issues could serve as the basis or bases of your denial particularly given your obligation to answer the interrogatory pursuant to 29 C.F.R. §18.60. Finally, you state that the "request also exceeded the permissible bounds for a request for admission of facts" yet you do not explain what this means or how it forms the basis or bases of your denial. It appears you are using unrecognizable objections to avoid answering a properly propounded Interrogatory.

ROG No. 4: You state three objections but each is incomprehensible. You first state that "[i]n addition to the basis obvious from the answer itself, the basis for the conditional answer is..." yet there is no "basis obvious from the answer itself" because you (1) denied the substance of RFA No. 7. You state that the request "was overbroad and included false statements or implications." These are not objections which were lodged to RFA No. 7 (nor is an objection that the request 'includes false statements or implications' a recognized objection) and I cannot understand how unobjected-to form issues could serve as the basis or bases of your denial particularly given your obligation to answer the interrogatory pursuant to 29 C.F.R. §18.60. You also state that the "request also exceeded the permissible bounds for a request for admission of facts" yet you do not explain what this means or how it forms the basis or bases of your denial. It appears you are using unrecognizable objections to avoid answering a properly propounded Interrogatory.

ROG No. 5: You state the "request is not limited in time or to the implicated workers, and is therefore largely irrelevant." However, the request is limited in time and you simply ignored the Definitions section which applies to the term "H-2b Workers." You further state that you are "still identifying and preparing cost documentation, and this answer will be supplemented." Your response is flawed for two main reasons. First, the time period between when discovery is propounded and when it is due to be answered provides the answering party with adequate time

to secure the requested information. In this case, you never approached me to ask for an extension of time. Second, your response that you are "still identifying and preparing ... documentation" for an offset to wages paid in 2013 is inconsistent with your (assumed) position that you applied a housing offset to the wages of your workers. Either you paid H-2b Workers according to the law in 2013 with a housing offset, or, you did not apply a housing offset and paid H-2b Workers according to the wages set forth in your TEC. It cannot be that you paid your H-2b Workers their hourly wage rate and applied an offset for housing without having the documentation to substantiate your offset for housing pursuant to 29 U.S.C. §203(m) and 29 C.F.R. Part 531. Please answer Interrogatory No. 5 immediately.

ROG No. 6: This Interrogatory specifically asks you for the basis of the wage rate you established to comply with the H-2b program. Respondents provided uncontrolling and/or inapplicable authority, and objected on the basis that the interrogatory called for "a legal conclusions [sic]" but there is no such objection where the legal issue referenced in the propounded discovery is related to the facts of the case. Thomas v. Cate, 715 F.Supp.2d 1012, 1029-30 (E.D.Cal. 2010); San Diego Unified Port District v. National Union Fire Insurance Company of Pittsburg, PA, 2017 WL 3877732 (S.D.C.A. 2017); Holland v. GMAC Mortgage, 2005 WL 1285678 *3, Civ.A.03–2666–CM–DJW (D. Kan. 5/27/2005))." Id. Sonnino v. Univ. of Kan. Hosp. Auth., 220 F.R.D. 633, 648 (D.Kan. 2004) ("that a discovery request 'calls for a legal conclusion' is not valid objection"); *see also* WhitServe LLC v. Computer Patent Annuities N. America, 2006 WL 1273740 *2, 2006 U.S. Dist. LEXIS 27048 *6 (D.Conn. 2006) (party may even "demand that its opponent state exactly what its claims are, even asking for legal conclusions or opinions") (*citing* S.S. White Burs, Inc. v. Neo–Flo, Inc., 2003 WL 21250553 at *1, U.S. Dist. LEXIS 7718 at *3–4 (E.D.Pa. 2003) and Conopco, Inc. v. Warner–Lambert Co., 2000 WL 342872 at *1, 2000 U.S. Dist. LEXIS 1601 at *4–5 (D.N.J. Jan. 26, 2000)); G.D. v. Monarch Plastic Surgery, *P.A.*, 2007 WL 201150 *10, 2007 U.S. Dist. LEXIS 5509 *35–36 (D.Kan. 2007) ("The court finds that this is not a proper objection to an interrogatory"); Donahay v. Palm Beach Tours & Transp., Inc., 242 F.R.D. 685, 688 (S.D.Fla. 2007) ("Defendants objection that the subject interrogatories ... call for a legal conclusion is unavailing"); Campbell v. Washington, 2009 WL 577599 *3, 2009 U.S. Dist. LEXIS 21718 *7 (W.D.Wash. 2009) (The Federal Rules expressly direct that "[a]n interrogatory is not objectionable merely because it asks for an opinion or contention that relates to fact or the application of law to fact"); Sellick Equip. v. United States, 18 C.I.T. 352, 355 (Ct. Int'l. Trade 1994) (same) (*citing* Diversified Prods. Corp. v. Sports Center Co., 42 F.R.D. 3, 5 (D.Md. 1967)). Please answer Interrogatory No. 6 immediately.

ROG No. 7: You state the "request is not limited in time or to the implicated workers, and is therefore largely irrelevant." However, the request is limited in time and you simply ignored the Definitions section which applies to the term "H-2b Workers." You also state that the information sought is in a document you contend you already produced to the Administrator, however you do not define or identify that document. I am unaware of any authority which requires the propounding party to choose which document an answering party is referencing. Mancini v. Insurance Corp. of New York, 2009 WL 1765295, *2 (S.D.Cal. 2009) (cited cases and footnotes omitted). If you intend to convenience Respondents by referring to a specific document, you have the obligation to reproduce it, provide it at your convenience, or specifically identify it, not refer to it obliquely. Please answer Interrogatory No. 7 immediately.

ROG No. 9: You have failed to answer this Interrogatory. The Administrator will object to any attempt by Respondents to produce any evidence at hearing which should have been produced in response to discovery and was not.

ROG No. 10: You have failed to answer this Interrogatory. The Administrator will object to any attempt by Respondents to produce any evidence at hearing which should have been produced in response to discovery and was not.

ROG No. 11: You state that you provided this information but no specific information was provided. *See specificity requirements set forth* supra *in discussing ROG No. 7.* Having failed to answer this Interrogatory, the Administrator will object to any attempt by Respondents to produce any evidence at hearing which should have been produced in response to discovery and was not.

ROG No. 12: You have failed to provide all information requested. Please provide the required Response to this ROG immediately.

ROG No. 14: You have failed to provide all information requested. Please provide the required Response to this ROG immediately.

ROG No. 15: This Interrogatory requests you identify each person involved in paying your H-2b Workers. You ignored the question asked in your Answer. Please provide the required Response to this ROG immediately.

Request for Production ("RFP") No. 1: Your Response to RFP No. 1 is inapposite to the request for production propounded. Please provide the required Response to this RFP immediately.

RFP No. 2: Your Response to RFP No. 2 is inapposite to the request for production propounded. Please provide the required Response to this RFP immediately.

RFP No. 3: You appear to characterize the Administrator's discovery request as a contention interrogatory but ignore that this this RFP asks you to "produce each document upon which you rely" for your Answer to RFA No. 6. Your Response to RFP No. 3 is inapposite to the request for production propounded. Please supplement this Answer immediately.

RFP No. 5: You appear to misapprehend the purpose of discovery which is to produce requested information. Please provide the required Response to this RFP immediately.

RFP No. 6: Your Response is inconsistent with other Answers and Responses. In some instances you state the information will be supplemented, forthcoming, or has already been provided, but fail to specify when and where in a manner which would permit the Administrator to identify the document(s) you reference. I am unaware of any authority which requires the propounding party to choose which document an answering party is referencing. Mancini v. Insurance Corp. of New York, 2009 WL 1765295, *2 (S.D.Cal. 2009) (cited cases and footnotes

omitted). If you intend to convenience Respondents by referring to a specific document, you have the obligation to specifically identify it or, at your convenience, provide it, not refer to it obliquely. Please answer RFP No. 6 immediately.

RFP No. 7: Because you have failed to specify any responsive documents, I will assume there are no documents responsive to this RFP.

RFP No. 8: Because you have failed to specify any responsive documents, I will assume there are no documents responsive to this RFP.

RFP No. 9: Because you have failed to specify any responsive documents, I will assume there are no documents responsive to this RFP.

RFP No. 10: Because you have failed to specify any responsive documents, I will assume there are no documents responsive to this RFP.

RFP No. 11: If the requested documentation is within Respondents' custody or control, you have the obligation to produce it. I don't understand your Response that you are "not aware of any such documents [but] ... reserve the right to produce such statements..." Either the documents exist now, in which case they are producible, or they do not exist and you create them prior to trial for trial in which case they are producible at the moment of creation pursuant to the operation of 29 C.F.R. §18.53. Furthermore, the cases you cite do not stand for the propositions you ascribe to them, are so old and pre-date modern amendments to the FRCPs that they are inapposite, decide matters in accordance with local practice not applicable here, and/or apply to cases outside the H-2b context.

I have set forth the Administrator's position in writing to ensure that when we discuss these matters, we can have a meaningful conversation. I propose a telephone conference on Wednesday, January 30, 2019 at 11:00 a.m. Pacific, 2:00 p.m. Eastern. If you are not available, kindly propose a different date/time. Should you wish to provide a written response, please permit me to receive it no later than noon Pacific on January 29, 2019.

Thank you for your cooperation.

Very truly yours,

Bruce L. Brown
Associate Regional Solicitor

By:

Jeannie Gorman
Senior Trial Attorney

U.S. Department of Labor

Office of the Solicitor
300 Fifth Ave., Suite 1120
Seattle, Washington 98104-2397
(206) 757-6762
FAX (206) 757-6761

February 7, 2019

VIA EMAIL
R. Wayne Pierce
The Pierce Law Firm, LLC
133 Defense Highway, Suite 201
Annapolis, MD 21401

RE: Administrator v. Butler, et al.
Case No. 2018-TNE-19
Our SOL#: 09021900029

Dear Mr. Pierce:

On January 31, 2019, you and I held a meet and confer conference to discuss the issues I raised in my letter to you of January 23, 2019. While I cannot summarize the entirety of our conversation throughout our 3+ hour call, I do include my limitations on specific discovery requests and Respondents' response and intention to supplement.

You and I had an extensive discussion about whether Respondents will, will not, or may supplement their answer. I explained that: if Respondents "will" supplement their answer, I will await supplementation; if Respondents "will not" supplement their answer, I will consider more formal action; if Respondents "may" supplement their answer, I expect to be notified immediately. I did not agree that your position that Respondents' may supplement is appropriate. Regarding discovery requests which you indicated you "may" supplement, you stated that you would review Respondents' records and if an answer could be supplemented, you would provide supplementation. I told you, quite frankly, that I believe this position was inconsistent with Respondents' obligations under the discovery rules because in the time period after discovery was propounded to you and before your answers and responses were due, you had this duty. You neither agreed nor disagreed with me.

RFA No. 1: Respondents will not supplement their answer.

RFA No. 2: Respondents will not supplement their answer.

RFA No. 3: You indicated that "free" housing was provided to employees for a credit. Other than this explanation, Respondents will not supplement their answer.

RFA No. 4: Respondents will not supplement their answer.

RFA No. 5: Respondents may supplement their answer.

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RFA No. 7: Respondents will not supplement their answer.

RFA No. 9: Respondents will not supplement their answer.

RFA No. 10: Respondents will supplement their answer.

ROG No. 1: Respondents will not supplement their answer.

ROG No. 2: Respondents will supplement their answer. We discussed that a responsive answer to this interrogatory includes the specific duties of each position you contend employees were employed in.

ROG No. 3: Respondents will supplement their answer.

ROG No. 4: Respondents will supplement their answer.

ROG No. 5: After discussion, I agreed to limit this interrogatory to the time period for which backwages were sought in this matter. Respondents may supplement their answer.

ROG No. 6: Respondents will not supplement their answer.

ROG No. 7: Respondents will not supplement their answer.

ROG No. 9: Respondents will not supplement their answer.

ROG No. 10: Respondents will not supplement their answer.

ROG No. 11: Respondents will supplement their answer.

ROG No. 12: Respondents will supplement their answer.

ROG No. 14: Respondents will supplement their answer.

ROG No. 15: Respondents may supplement their answer.

RFP No. 1: Respondents will supplement their response.

RFP No. 2: After discussion, I agreed to limit this Request to the name, rate of pay, and period worked. Respondents will supplement their response.

RFP No. 3: Respondents will supplement their response.

RFP No. 5: Respondents may supplement their response.

RFP No. 6: Respondents will supplement their response.

RFP No. 7: After discussion, I agreed to narrow responsive documents to the 2013 season. We discussed and agreed that the term "value" in this Request means "fair market value." Respondents will supplement their response.

RFP No. 8: Respondents will supplement their response.

RFP No. 9: Respondents will supplement their response.

RFP No. 10: Respondents will supplement their response.

RFP No. 11: Respondents will supplement their response.

I repeatedly indicated that if there were no documents responsive to a Request for Production, that the appropriate response was "no such documents exist," whether or not you object and including or notwithstanding any objection you make. You would not agree to respond whether responsive documents exist or not.

I will look forward to Respondents' supplementing a discovery request that you previously indicated you will not or may supplement.

You and I discussed that supplementation, particularly voluminous supplementation, could be done on CDs in PDF format. I told you that if any information is in a native (proprietary) format, such as a unique developed database or program, it was unlikely I could access it given the firewalls and other barriers built in to government computers. We agreed that all non-universal formats would be converted to PDF or JPG formats. You agreed I would receive your supplementation no later than February 19, 2019.

If you believe I have mis-stated any part of our conversation, please let me know in writing immediately. Thank you for your cooperation.

Very truly yours,

Bruce L. Brown
Associate Regional Solicitor

By:

Jeannie Gorman
Senior Trial Attorney

U.S. Department of Labor

Office of the Solicitor
300 Fifth Ave., Suite 1120
Seattle, Washington 98104-2397
(206) 757-6762
FAX (206) 757-6761

February 26, 2019

VIA EMAIL
R. Wayne Pierce
The Pierce Law Firm, LLC
133 Defense Highway, Suite 201
Annapolis, MD 21401

RE: Administrator v. Butler, et al.
Case No. 2018-TNE-19
Our SOL#: 09021900029

Dear Mr. Pierce:

On January 23, 2019, I sent you a detailed letter regarding Respondents' deficient discovery responses. On January 31, 2019, you and I held a meet and confer conference to discuss the issues I raised in my letter to you of January 23, 2019. On February 7, 2019, I sent you a detailed letter which summarized our January 31 discussion and indicated those discovery requests you agreed to supplement. You and I agreed I would receive your supplementation by February 19, 2019. I invited you to advise me immediately if any of the terms set forth in my February 7 letter were contrary to your understanding of our January 31 discussion. You have not contacted me since our January 31 meeting.

I have received no supplementation from Respondents to date.

Unless I receive responsive supplementation to the Administrator's discovery as set forth in my February 7 letter to you by March 1, 2019, I will request Judge Clark compel your responses.

Very truly yours,

Bruce L. Brown
Associate Regional Solicitor

By: _____
Jeannie Gorman
Senior Trial Attorney

EXHIBIT
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Gorman, Jeannie 2 - SOL

From: Gorman, Jeannie 2 - SOL
Sent: Tuesday, February 26, 2019 4:47 PM
To: 'Wayne Pierce'
Subject: Butler Amusements
Attachments: pierce4.pdf

Letter regarding discovery is attached.

Jeannie Gorman
Senior Trial Attorney
U.S. Department of Labor
Office of the Solicitor – Seattle
(206) 757-6755
gorman.jeannie@dol.gov

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5/28/19 MB

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES

In the Matter of:	*	
ADMINISTRATOR, WAGE & HOUR DIVISION	*	**Case No.: 2018-TNE-00019**
Plaintiff	*	
		WHD Reference #: 1689932
v.	*	
BUTLER AMUSEMENTS, INC., and MICHAEL BRAJEVICH	*	
Respondents	*	

* * * * * * * * * * * * * *

RESPONDENTS' OPPOSITION TO MOTION TO COMPEL

RECEIVED
APR 01 2019
Office of Administrative Law Judges
San Francisco, Ca

R. Wayne Pierce, Esquire
The Pierce Law Firm, LLC
133 Defense Hwy, Suite 201
Annapolis, Maryland 21401-7015
410-573-9955
Fax 410-573-9956
wpierce@adventurelaw.com
Attorney for Respondent

April 1, 2019

RESPONDENTS' OPPOSITION TO MOTION TO COMPEL

Pursuant to 29 C.F.R. § 18.32 (b),[1] Respondents oppose the motion to compel and say:

1. Concurrently with this written opposition, Respondents served electronic and hard copies of supplemental discovery responses, including documents. **Exhibit 1**, Notice of Service; **Exhibit 2**, E-Mail Forwarding Supplemental Responses and a Link to Documents.

2. This case involves actions covering an 11-week period from February-April, 2013. This supplemental discovery response was affected by the Administrator's unwillingness to limit discovery to the "proportional ... needs of the case." Fed. R. Civ. Proc. 26 (b) (1). Thus, there were various questions directed to events or information that both pre-dated and post-dated the timeframe at issue. Most of the documents were produced during the investigation phase, but the Administrator has insisted on receiving them a second time. Further, the timeframe at issue is more than 6 years ago and has long surpassed any mandatory record retention requirement. Moreover, many of these records are maintained by the company's outside accountant, who has been overwhelmed trying to respond to the tax filing season for his client base. Finally, Respondent is a mobile amusement operator and is fully engaged in its operating season.

3. The Administrator represents at different points that Respondent "failed to answer" or "did not answer." This is not true, as is evident from the Administrator's own Exhibit B. The Administrator may not have been satisfied with the answers, but that does not constitute a failure to respond initially. The remedies requested by the Administrator

[1] This opposition is timely filed under 29 C.F.R. § § 18.32 (e) and 18.33 (d), service having been obtained via U.S. mail on March 13, 2019.

are not available because there was no failure to comply with a judge's order under 29 C.F.R. § 18.57 (b) or the narrow circumstances that may authorize immediate sanctions under § 18.57 (d), nor has the Administrator shown otherwise.

CONCLUSION

For the foregoing reasons, Respondents request that the motion to compel be denied.

R. WAYNE PIERCE
The Pierce Law Firm, LLC
133 Defense Highway, Suite 201
Annapolis, MD 21401
Phone: 410-573-9955
Fax: 410-573-9956
Email: wpierce@adventurelaw.com

Attorney for Respondents

CERTIFICATE OF SERVICE

Respondents Butler Amusements, Inc., and Michael Brajevich hereby certify that on **April 1, 2019,** copies of the following:

1. Respondents' Opposition to Motion to Compel

Were mailed, and a copy was e-mailed, to:

Jeannie Gorman
US Department of Labor
Office of the Solicitor
300 5th Avenue, Suite 1120
Seattle, Washington 98104-2397
Ph: (206) 757-6762
Fax: (206) 757-6761
Gorman.jeannie@dol.gov

And a copy was telefaxed only to:

Judge Richard M. Clark
U.S. Department of Labor
Office of Administrative Law Judges
90 Seventh Street, Suite 4-800
San Francisco, California 94103-1516
415-625-2201

And a copy was mailed to:
Chief Docket Clerk
Office of Administrative Law Judges
800 K Street NW, Suite 400
Washington, DC 20001-8002

R. WAYNE PIERCE

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES

In the Matter of:	*	
ADMINISTRATOR,	*	
WAGE & HOUR DIVISION		**Case No.: 2018-TNE-00019**
Plaintiff	*	
		WHD Reference #: 1689932
v.	*	
BUTLER AMUSEMENTS, INC., and	*	
MICHAEL BRAJEVICH		
Respondents	*	

* * * * * * * * * * * * * *

NOTICE OF SERVICE

Respondents Butler Amusements, Inc., and Michael Brajevich, hereby certify that on April 1, 2019, copies of the following:

1. Respondents' Supplemental Answers to Interrogatories
2. Respondents' Supplemental Answers to Request for Admissions
3. Respondents' Supplemental Answers to Request for Production of Documents
4. This Notice of Service

Were sent by Federal Express, and a copy was e-mailed, to:

Jeannie Gorman
US Department of Labor
Office of the Solicitor
300 5th Avenue, Suite 1120
Seattle, Washington 98104-2397
Ph: (206) 757-6762
Fax: (206) 757-6761
Gorman.jeannie@dol.gov

And a copy of the notice of service was mailed to:

Exhibit 1

Chief Docket Clerk
Office of Administrative Law Judges
800 K Street NW, Suite 400
Washington, DC 20001-8002

R Wayne Pierce

R. WAYNE PIERCE
The Pierce Law Firm, LLC
133 Defense Highway, Suite 201
Annapolis, MD 21401
Phone: 410-573-9955
Fax: 410-573-9956
Email: wpierce@adventurelaw.com

Attorney for Respondents

Wayne Pierce

From: "Wayne Pierce" <wpierce@adventurelaw.com>
Date: April 01, 2019 6:21 PM
To: "Jeannie 2 - SOL Gorman" <Gorman.Jeannie.2@dol.gov>
Subject: Butler Amusements

I have sent an extremely large file with supplemental discovery responses to you through our Gmail account, but it is taking quite a while to load. I understand that it will contain a link that will allow you to have PDF copies of our documents. We are also arranging to send hard copies.

Sincerely,

R. Wayne Pierce
Adventure Lawyer
THE PIERCE LAW FIRM, LLC
133 Defense Highway, Suite 201
Annapolis, Maryland 21401-7015
Work: 410-573-9955
Fax: 410-573-9956
Home: 410-923-1107
E-mail: WPierce@AdventureLaw.com
http://www.LinkedIn.com/in/WaynePierce

"Life is either a daring adventure or nothing."
– Helen Keller

Exhibit 2

****
*** Receive Results ***
****

Receive job successful.

Job No.	8502
Address	4105739956
Name	
Start Time	04/01 03:34 PM
Call Length	01'23
Sheets	8
Result	OK

THE PIERCE LAW FIRM, LLC

AdventureLaw

Facsimile Cover Sheet

To: Judge Richard M. Clark

Fax No.: 415-625-2201 Phone No.:

From: R. Wayne Pierce Phone No.: 410-573-9959

Date: April 1, 2019 Time:

File No.: 13113 Pages including cover: 8

Message:

RE: Case No. 2018-TNE-00019
Please find attached a motion from Mr. Pierce.

Confidentiality Notice • The information in this transmission is intended only for the individual or entity named above. It may be legally privileged and confidential. If you have received this information in error, notify us immediately by calling our operator at the number set forth below. Send the original transmission to us by mail. Return postage is guaranteed. If the reader of this message is not the intended recipient, you are hereby notified that any disclosure, dissemination, distribution or copying of this communication or its contents is strictly prohibited. If you do not receive all pages or have any problems with receiving this transmission, please call.

Insert --> Footer --> Edit Footer --> Insert --> Quick parts --> Field --> File name --> (none) --> Add path to file name --> okay

CLANK
SF

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES

In the Matter of:	*	
ADMINISTRATOR,	*	
WAGE & HOUR DIVISION		**Case No.:** 2018-TNE-00019
Plaintiff	*	
		WHD Reference #: 1689932
v.	*	
BUTLER AMUSEMENTS, INC., and	*	
MICHAEL BRAJEVICH		
Respondents	*	

* * * * * * * * * * * * * *

RESPONDENT'S SUPPLEMENTAL ANSWERS TO INTERROGATORIES

RECEIVED

APR 23 2019

Office of Administrative Law Judges
San Francisco, Ca

R. Wayne Pierce, Esquire
The Pierce Law Firm, LLC
133 Defense Hwy, Suite 201
Annapolis, Maryland 21401-7015
410-573-9955
Fax 410-573-9956
wpierce@adventurelaw.com
Attorney for Respondents

April 1, 2019

FROM: Butler Amusements, Inc., and Michael Brajevich, Respondents

TO: Administrator, Wage & Hour Division, Plaintiff

Butler Amusements, Inc., and Michael Brajevich, Respondents, answer the Plaintiff's interrogatories and say:

A. The information supplied in these answers is not based solely upon the knowledge of the executing party, but includes the knowledge of the party's agents, representatives, and attorneys, unless privileged.

B. The word usage and sentence structure is that of the attorneys who in fact prepared these answers and language does not purport to be the exact language of the executing party.

C. These interrogatories have been interpreted and answered in accordance with the Rules of Procedure and plain English usage. To the extent the definitions and instructions included with the interrogatories are inconsistent therewith, this party disavows any intention to abide by them.

D. Defendant objects to the interrogatories to the extent that they purport to require answers on behalf of any entity other than this Defendant.

INTERROGATORY NO. 1: Unless you unconditionally admitted Request for Admission No. 1, provide the basis or bases upon which you rely for each part of your denial of Request for Admission No. 1.

ANSWER NO. 1: In addition to the basis obvious from the answer itself, the basis for the conditional answer is that the request was overbroad and included false statements or implications. The request also exceeded the permissible bounds for a request for admission of facts.

INTERROGATORY NO. 2: Unless you unconditionally admitted Request for Admission No. 2, provide the basis or bases upon which you rely for each part of your denial of Request for Admission No. 2.

ANSWER NO. 2: In addition to the basis obvious from the answer itself, the basis for the conditional answer is that the request was overbroad and included false statements or

implications. The request also exceeded the permissible bounds for a request for admission of facts.

SUPPLEMENTAL ANSWER NO. 2: Request for admission #2 asked that Respondents admit that they employed H-2B workers during the 2013 season in positions other than as amusement and recreation attendants. The factual basis for the previous denial is that the H-2B workers during the 2013 season performed approved duties within SOC code 39-3091 (amusement and recreation attendants). Further, any work outside of that job code was not a substantial violation because the H-2B workers during the 2013 season conformed to the "incidental-duty" rule and the "dual-position" rule.

Any workers engaged at the winter quarters are planned to work 40 hours per week. Ride attendants may be asked to accompany a piece of equipment to be repaired a winter quarters so that they may set it up and tear it down. They might also engage in light cleaning while the equipment is repaired at winter quarters. They may also be asked to show the mechanics a particular problem.

H-2B workers are not tasked as supervisors. Some of them serve as liaisons between company supervisors and H-2B workers. This is because they are bilingual and able to provide communication services with workers or customers. Some supervisors do not speak Spanish. This role is analogous to a ride foreman or lead for a particular attraction. They do not hire, fire, or determine pay rate. They do not spend a substantial amount of time providing liaison services.

Those individuals performing driving functions are identified as such in the time records.

INTERROGATORY NO. 3: Unless you unconditionally admitted Request for Admission No. 3, provide the basis or bases upon which you rely for each part of your denial of Request for Admission No. 3.

ANSWER NO. 3: In addition to the basis obvious from the answer itself, the basis for the conditional answer is that the request was overbroad and included false statements or implications. The request also exceeded the permissible bounds for a request for admission of facts.

SUPPLEMENTAL ANSWER NO. 3: Request for admission #3 asked Respondents to admit that they provided free housing to all H-2B workers during the 2013 season.

Respondent's #9141 indicates in the addendum for § D.a.7a that "Employer makes available transportation from venue to venue and scheduled transportation to laundry, shopping valued at $25.00 per week." The addendum for § D.a.8a indicates that "Employer makes available mobile housing valued at $125.00 per week."

Respondent's #9142, § G.1-2, indicates that Respondent pays $323.60-$368.40 per week. In § G.3, it states "Employer follows prevailing practices for the Traveling Amusement Industry in regards to housing, transportation and weekly salary for workers."

In the addendum for § F.a.2, it indicates that Respondent is "not subject to an hourly wage," and that "[t]he weekly wage has been calculated based upon a standard 40-hour week using the methodology detailed in Section G.1." In the addendum for § F.a.3, it indicates that Respondent "will pay the weekly salary for each week that the worker is employed." In the addendum for § G.1.a, it again indicates that Respondent is "not subject to an hourly wage." In the addendum for § G.3, it indicates that

> Merit increases and/or bonuses may be awarded at employer discretion.
> As per prevailing practices of the mobile entertainment industry for both similarly employed U.S. and foreign workers:
> - Employer makes available mobile housing valued at $125.00 per week.

- Employer makes available transportation from venue to venue and scheduled transportation to laundry, shopping valued at $25.00 per week ....

If the wage to be paid is higher tha[n] the Variable Prevailing Wage Determination, the employer reserves the right to charge a fee for housing and transportation, but the effective rate of pay will not be lower than the Variable Prevailing Wage Determination.

The 2d addendum for § G.3 stated that "Employer will pay variable prevailing wage in the listed venues as per the 9141 Attached."

The job posting provided that

> Employer will pay the applicable variable prevailing weekly wage ... ranging from $323.60/wk (lowest) to $368.40/wk (highest): $347.88 Average Weekly Wage .... Merit increases and/or bonuses may be awarded at employer discretion. Employer makes available mobile housing valued at $125.00/week. Employer makes available transportation from venue to venue and scheduled transportation to laundry, shopping valued at $25.00/week.

The newspaper advertisement provided that

> employer not subject to Federal hourly wage .... The employer will pay the weekly salary for each week that the worker is employed. Employer will pay the applicable variable prevailing weekly wage for each location ... ranging from $323.60/wk (lowest) to $368.40/wk (highest): $347.88 Average Weekly Wage .... Merit increases and/or bonuses may be awarded at employer discretion. Employer makes available mobile housing valued at $125.00/week. Employer makes available transportation from venue to venue and scheduled transportation to laundry, shopping valued at $25.00/week.

The I-129, part 5, #8, responding to the "Wages per week or per year" by stating "AS PER ATTACHED." The itinerary attached to the I-129 indicated that "Employer follows prevailing practices for the Traveling Amusement Industry in regards to housing, transportation and weekly salary for workers."

In accordance with industry practice and Respondent's labor certification, Respondent claims a credit for the value of its housing.

INTERROGATORY NO. 4: Unless you unconditionally admitted Request for Admission No. 7, provide the basis or bases upon which you rely for each part of your denial of Request for Admission No. 7.

ANSWER NO. 4: In addition to the basis obvious from the answer itself, the basis for the conditional answer is that the request was overbroad and included false statements or implications. The request also exceeded the permissible bounds for a request for admission of facts.

INTERROGATORY NO. 5: If you are seeking a credit or other offset for furnishing housing to any of your H-2B Workers, please state the address of each housing furnished, the name of each of your H-2B Workers who resided in such housing, the time period of each of your H-2B Workers' residence, and the cost of the housing to you.

ANSWER NO. 5: *Objection.* This request is not limited in time or to the implicated workers, and is therefore largely irrelevant. Without waiving this objection, housing was made available at locations reflected on Butler's itinerary and previously produced. Each of the 9 implicated workers lived in the housing during the 2013 season. Respondents are still identifying and preparing cost documentation, and this answer will be supplemented.

SUPPLEMENTAL ANSWER NO. 5: The addresses at, and dates on, which the housing was used during the 2013 season were identified in Respondent's itinerary, produced as Butler 01227-01235. H-2B workers lived in the bunkhouses throughout the season. The names and employment start dates of the 187 H-2B workers during the 2013 season are identified in the attached Excel spreadsheet, Butler 01223-01226. The employment termination dates for the 187 H-2B workers during the 2013 season are identified in the departure records produced as Butler 01701-01758. The cost basis for the bunkhouses is calculated by the company's outside accountant in Butler 01686-01690. If needed, the voluminous supporting documents are available for review at the accountant's office pursuant to 29 C.F.R. § 18.60 (d).

INTERROGATORY NO. 6: Explain each basis upon which you rely for establishing your offered wage rate during the Period of Intended Employment.

ANSWER NO. 6: *Objection.* This interrogatory calls for a legal conclusions not appropriate for interrogatories. Without waiving this objection, "offered wage" is a term of art, and by definition, the basis for the offered wage rate is the ETA Form 9142.

SUPPLEMENTAL ANSWER NO. 6: The term "offered wage" is defined in the operative 2008 rule as "the highest of the prevailing wage, Federal minimum wage, the State minimum wage, or local minimum wage." 20 C.F.R. § 655.4. As such, the offered wage rate is established in Butler's prevailing wage determination (#9141), Butler 01361-01379 and 01347-01349 (2d addendum for § G.3 in the #9142), and Butler 01380-01427 (I-129).

INTERROGATORY NO. 7: Please identify each of your H-2B Workers. (For the purposes of this Interrogatory, the term "identify" shall include but not be limited to each H-2B Worker's: name, last known contact information [address, phone, e-mail address]; job title; job duties; supervisor; rate of pay; method of pay, and period of employment with you for the Period of Intended Employment.)

ANSWER NO. 7: *Objection.* This request is not limited in time or to the implicated workers, and is therefore largely irrelevant. Without waiving this objection, Butler's H-2B workers for the 2013 season were identified in the records already produced for inspection. Specifically, contact information is contained in the Excel spreadsheet for the 2013 H-2B workers.

SUPPLEMENTAL ANSWER NO. 7: The Excel spreadsheet identifying the 2013 H-2B workers is found at Butler 01223-01226. Job title and duties are identified in the #9142, stamped as Butler_01361-01379 and 01347-01349. Supervisors are identified in the payroll records, including the summary of time cards, gathered as Butler 000001-001074. Rate of pay is identified in answer to interrogatory #6 and those same payroll records. Method of pay is identified in answer to interrogatory #14. The period of employment is identified in answer to interrogatory #5.

INTERROGATORY NO. 8: Please identify each practice referenced in your statement that you follow "prevailing practices for the Traveling Amusement Industry in regards to housing, transportation and weekly salary for workers" on page 5, § G of your ETA Form 9142B.

ANSWER NO. 8: This statement indicates that Butler availed itself, as permitted under the 2008 rules, to follow industry practice to provide housing, in and out of country travel, and local convenience travel for a credit, and to use a prepayment plan for compensating wages. Respondents were also entitled to credits for providing visa and inspection fees, and bonuses or merit pay. See also the answer to interrogatory #11.

INTERROGATORY NO. 9: If you dispute any of the Secretary's computations of backwages to your H-2B Workers (attached as EXHIBIT A), please identify and explain each such dispute.

ANSWER NO. 9: *Objection*. The Administrator has not explained how those calculations were made, so it is not possible to answer this interrogatory. Further, by its very nature, once a dispute is acknowledged, there is nothing remaining to "identify and explain." Without waiving this objection, Respondents believe that the Administrator made no allowance for proper credits (including for the duration of the season), nor the issues identified in Respondents' motion for summary judgment, including:

- The unenforceability of the 2008 regulations.
- The binding nature of ETA's prevailing wages.
- The absence of enforceable regulatory requirements.
- It is not necessary to identify every single job task when applying for a prevailing wage.
- The H-2B workers were entitled to work minor or incidental duties outside of their designated job code up to 20% of their time.

- The H-2B workers were entitled to work up to 80% of their time supervising others in the same job code.

SUPPLEMENTAL ANSWER NO. 9: Respondent will supplement this answer once the Administrator produces his file and explains the basis for the calculations.

INTERROGATORY NO. 10: If you dispute the amount of the civil money penalties assessed in this matter, please identify each such dispute.

ANSWER NO. 10: *Objection.* The Administrator has not explained how those calculations were made, so it is not possible to answer this interrogatory. Further, by its very nature, once a dispute is acknowledged, there is nothing remaining to "identify." Without waiving this objection, Respondents simply state that they identify the dispute by acknowledging that they dispute the amount.

SUPPLEMENTAL ANSWER NO. 10: Respondent will supplement this answer once the Administrator produces his file and explains the basis for the calculations. See also the answer to interrogatory #9.

INTERROGATORY NO. 11: Please state each legal offset or other credit you are seeking or expect to seek in this matter to reduce your financial liability. (If you are seeking a housing credit, you need not repeat any information you included in your Answer to Interrogatory No. 5.)

ANSWER NO. 11: This information was already provided in other answers.

SUPPLEMENTAL ANSWER NO. 11: Respondent claims a credit or offset for

- housing,
- local convenience travel,
- in and out of country relocation travel,
- prepayment plan,
- food,

- bonuses or merit pay,
- per diem or supplemental pay,
- spot-to-spot variations in the prevailing wage,
- reimbursement of employee expenses, including personal income taxes,
- other facilities.

INTERROGATORY NO. 12: Please explain your corporate structure with such information to include but not limited to: each principal with their name, title, job duties, and corporate address; the address of each entity; whether any principal has an interest in any other entity; the dates each entity has been in legal existence, whether any entity has a website, and if so, the website address.

ANSWER NO. 12: *Objection.* This request is not limited in time, and is therefore largely irrelevant. Without waiving this objection, Butler's chief executive officer is Michael Brajevich. The Board of Directors consists of Michael Brajevich, Lance Moyer, and Tom Shobaken. Corporate shares are owned by Tammy Quint, Kelly Butler, Kris Brajevich, Jill Moyer, and Sean Butler.

SUPPLEMENTAL ANSWER NO. 12: Mr. Mick Brajevich has no corporate structure.

INTERROGATORY NO. 13: If any information you indicated in your TEC has changed since filing, please identify and explain each such change. (For purposes of this Interrogatory, the term "identify and explain" shall include but not be limited to: an identification of the change, the location (form name, part or subsection, and page number) of each piece of changed information; the reason why the information changed (if any); and the individual or individuals responsible for each such piece of changed information.)

ANSWER NO. 13: *Objection.* This request is not limited in time, and is therefore largely irrelevant. Without waiving this objection, Respondents are not aware of any information in their ETA Form 9142 for the 2013 season that was not accurate at the time the form was submitted.

INTERROGATORY NO. 14: Please explain your method of paying each of your H-2B Workers. (For purposes of this interrogatory only, the term "explain your method of paying" shall include but not be limited to: how you determine the amount of pay, the name

and title of each person who dispenses pay; the method of payment (such as whether cash, check, electronic funds transfer, or any other method), whether payment is made to all H-2B Workers at the same time; the name and title of the individual who determines who will be paid first; if pay is contained in an envelope, the name and title of each of your employees who handled the envelope before it is given to each H-2B Worker, and; whether all H-2B Workers are paid on the same day.)

ANSWER NO. 14: *Objection.* This request is not limited in time or to the implicated workers, and is therefore largely irrelevant. Without waiving this objection, in 2013, Butler's H-2B employees in 2013 were paid in cash on Sunday. They countersigned their pay statement, and the pay statements were sent to the Beaverton office.

SUPPLEMENTAL ANSWER NO. 14: Kelley Butler and Gena Tuttle ran that function. The unit manager determines base pay. Additional pay is available in the event that a worker does more work. Workers are paid in the order in which they arrive at the office window. They are eligible to be paid as soon as they have finished working that evening. Some workers voluntarily choose to wait before seeking their pay. The office manager places the cash payment in an envelope with the name and amount for each worker, and each worker counts the amount to verify accuracy.

INTERROGATORY NO. 15: Please identify each person involved in paying your H-2B Workers.

ANSWER NO. 15: *Objection.* This request is not limited in time or to the implicated workers, and is therefore largely irrelevant. Without waiving this objection, in 2013, Butler is the employer and was responsible for paying.

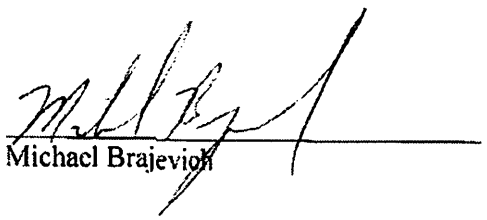
SUPPLEMENTAL ANSWER NO. 15: See answer #14.

INTERROGATORY NO. 20 [sic]: Are you able to meet your financial obligations?

ANSWER NO. 20 [sic]: *Objection.* This request is not limited in time or to the implicated workers, and is therefore largely irrelevant. It also appears to go to collectibility, for which

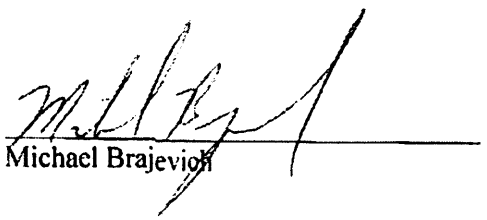
discovery is inappropriate at least until an adverse judgment is obtained. Without waiving this objection, in 2013, Butler satisfied DHS's definition of financial viability.

I, **Michael Brajevich**, am chief executive officer of BUTLER AMUSEMENTS, INC., and am duly authorized by the corporation to execute these answers to interrogatories under oath on its behalf. The information set forth in these answers was collected by others and such information is not necessarily within my personal knowledge. However, on behalf of the corporation, I solemnly affirm under penalties of perjury that the foregoing answers to interrogatories are true to the best of my knowledge, information and belief.



Michael Brajevich

I, **Michael Brajevich**, execute these answers to interrogatories under oath. The information set forth in these answers was collected by others and such information is not necessarily within my personal knowledge. I solemnly affirm under penalties of perjury that the foregoing answers to interrogatories are true to the best of my knowledge, information and belief.



Michael Brajevich

R. WAYNE PIERCE
The Pierce Law Firm, LLC
133 Defense Highway, Suite 201

Annapolis, MD 21401
Phone: 410-573-9955
Fax: 410-573-9956
Email: wpierce@adventurelaw.com

Attorney for Respondents

CERTIFICATE OF SERVICE

Respondents Butler Amusements, Inc., and Michael Brajevich, hereby certify that on **April 1, 2019,** copies of the following:

1. Respondents' Suplemental Answers to Interrogatories

Were Federal Expressed, and a copy was e-mailed, to:

Jeannie Gorman
US Department of Labor
Office of the Solicitor
300 5th Avenue, Suite 1120
Seattle, Washington 98104-2397
Ph: (206) 757-6762
Fax: (206) 757-6761
Gorman.jeannie@dol.gov

And a copy of the notice of service was mailed to:
Chief Docket Clerk
Office of Administrative Law Judges
800 K Street NW, Suite 400
Washington, DC 20001-8002

R. Wayne Pierce
R. WAYNE PIERCE

SF 31 MB

Clerk

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES

In the Matter of:	*	
ADMINISTRATOR, WAGE & HOUR DIVISION Plaintiff	*	**Case No.:** 2018-TNE-00019
		WHD Reference #: 1689932
v.	*	
BUTLER AMUSEMENTS, INC., and MICHAEL BRAJEVICH Respondents	*	

* * * * * * * * * * * * * *

2019 APR 15 AM 9:47

US DEPT OF LABOR
ADMIN LAW JUDGES
WASHINGTON DC

NOTICE OF SERVICE

Respondent Butler Amusements, Inc., hereby certifies that on April 1, 2019, copies of the following:

1. Notice to Take Deposition of Ms. Carrie Aguilar
2. Notice to Take Deposition of Corporate Representative
3. This Notice of Service

Were mailed and e-mailed to:

Jeannie Gorman
US Department of Labor
Office of the Solicitor
300 5th Avenue, Suite 1120
Seattle, Washington 98104-2397
Ph: (206) 757-6762
Fax: (206) 757-6761
Gorman.jeannie@dol.gov

RECEIVED
APR 29 2019
Office ... Judges

And a copy was mailed to:
Chief Docket Clerk
Office of Administrative Law Judges
800 K Street NW, Suite 400
Washington, DC 20001-8002

P:\Butler Amusements\WHD Audit – 2013-2014\Pleading – 2019.0401.6b – Our NOS.doc

Ground AR - 0477

R Wayne Pierce

R. WAYNE PIERCE
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133 Defense Highway, Suite 201
Annapolis, MD 21401
Phone: 410-573-9959
Fax: 410-573-9956
Email: wpierce@adventurelaw.com
Attorney for Respondent

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES

In the Matter of:	*	
ADMINISTRATOR,	*	
WAGE & HOUR DIVISION		**Case No.:** 2018-TNE-00019
Plaintiff	*	
		WHD Reference #: 1689932
v.	*	
BUTLER AMUSEMENTS, INC., and	*	
MICHAEL BRAJEVICH		
Respondents	*	

* * * * * * * * * * * * * *

NOTICE TO TAKE DEPOSITION

Respondent Butler Amusements, Inc., by its counsel, hereby notices the deposition for the sole purpose of discovery upon oral examination of:

Ms. Carrie Aguilar
U.S. Department of Labor
Wage & Hour Investigator
Wage and Hour Division
620 Sw. MainStreet, Room 423
Portland, Oregon 97205

for April 15, 2019, at 10:00 a.m. PDT, at the deponent's office. All or part of these depositions may be videotaped or photographed for use in discovery or at trial. [NOTE: If mutually agreed, the time, date, and location of this deposition can be changed.]

R Wayne Pierce

R. WAYNE PIERCE
The Pierce Law Firm, LLC
133 Defense Highway, Suite 201
Annapolis, MD 21401
Phone: 410-573-9959
Fax: 410-573-9956
Email: wpierce@adventurelaw.com

Attorney for Respondent

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES

In the Matter of:	*	
ADMINISTRATOR, WAGE & HOUR DIVISION Plaintiff	*	**Case No.:** 2018-TNE-00019
		WHD Reference #: 1689932
v.	*	
BUTLER AMUSEMENTS, INC., and MICHAEL BRAJEVICH Respondents	*	

* * * * * * * * * * * * * *

AMENDED NOTICE TO TAKE DEPOSITION

Respondent Butler Amusements, Inc., by its counsel, hereby notices the deposition for the sole purpose of discovery upon oral examination of:

Corporate Representative (s)
of Prosecuting Party
Administrator, Wage and Hour Division

for April 15, 2019, at 10:00 a.m. PDT, at the Portland, Oregon office of the Wage and Hour Division. All or part of these depositions may be videotaped or photographed for use in discovery or at trial. [NOTE: If mutually agreed, the time, date, and location of this deposition can be changed.]

In accordance with Fed. R. Civ. Proc. 30 (b) (6) and 29 C.F.R. § 18.64 (b) (6), you must designate the corporate representative (s) to testify as to the following matters based on information known or reasonably available to the corporate representative of the

Prosecuting Party. The responsibilities of your corporate representative are further explained in **Exhibit 1**.

1. Each topic covered in Administrator's interrogatories, request for production of documents, or requests for admissions.

2. Respondent's timekeeping and payroll practices.

3. The prosecuting party's methodology for and the calculation of civil monetary penalties, back wages, and other remedies and recoverable damages.

4. The identity of all witnesses or employees interviewed or contacted by the Prosecuting Party.

5. The substance of all witness or employee interviews conducted by the Prosecuting Party.

6. All communications between any witness or employee and the Prosecuting Party.

7. All communications between any representative for the Respondent and the Prosecuting Party.

8. The deponent's job title, duties, education, background, training, work experience, and expertise.

9. The Prosecuting Party's history of assessing and enforcing penalties related to the allegations of a violation in this case.

10. Records or other information generated as a result of your investigation of the Respondent.

11. The Prosecuting Party's contention as to when the Respondent first committed any violations of the H-2B program.

12. The Prosecuting Party's contention as to the factual basis for applying the "incidental-duty" rule and the "dual-position" rule to the allegations in this case. .

13. All deficiencies that you have identified in Respondent's regulatory compliance, as well as wage and hour or payroll practices.

14. All failures to comply with industry custom and practice , or the prevailing practices for the traveling amusement industry, that you have identified in Respondent's wage and hour or payroll practices.

15. The basis for your contention, if any, that the Respondent violated the Fair Labor Standards Act, or is not exempt from that statute.

16. The basis for your contention that the Respondent willfully misrepresented any material fact.

17. The basis for your contention that the Respondent substantially failed to meet any legal requirement or condition when petitioning for an H-2B labor certification or petition.

18. The basis for your contention that the Respondent substantially failed to comply with any legal requirement or condition as an H-2B employer.

19. The factual basis for your contention that the Respondent is not entitled to take a credit for providing its employees with bunkhouses, local convenience travel, in and out of country travel, prepayment plans, spot-to-spot variation in prevailing wages, and other facilities identified in Respondent's answers to interrogatories.

20. Approved procedures for determining approved tasks for SOC code 39-3091 (amusement and recreation attendants).

21. The factual basis, if any, for disputing the calculation of the cost basis to provide bunkhouses, as calculated in Butler 01682-01685.

22. The factual basis, if any, for disputing the calculation of the cost basis to provide local convenience travel, as calculated in Butler 01759-01816.

23. The factual basis, if any, for disputing the calculation of international or relocation travel, as identified and calculated in Butler 01701-01758.

24. The factual basis, if any, for disputing that the Respondent overpaid its H-2B workers.

25. The factual basis, if any, for disputing that the Respondent paid the personal income taxes of the H-2B workers.

26. The factual basis, if any, that Respondent violated the H-2B regulations in any way.

27. The factual basis, if any, that Respondent knew that it was employing H-2B workers in a manner that violated the H-2B regulations.

28. The factual basis, if any, that Respondent knowingly or recklessly violated the H-2B regulations.

29. The factual basis, if any, that the information was reasonably available from which Respondent could have determined that it was violating the H-2B regulations.

30. The factual basis, if any, that any of the Respondent's violations were substantial.

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Exhibit 1
Obligations of a Corporate Representative

1. Who may serve as a corporate representative. The duties of a corporate representative extend to public officials or federal agencies. 29 C.F.R. § 18.64 (b) (6); Jeffrey W. Stempel, *Depositions by Oral Examination*, in 7 James W. Moore, *Moore's Federal Practice* § 30.03 [1], at 30-17; § 30.25 [1], at 30-65 (3d ed. 2018). A corporate representative must be "an officer, director, or managing agent of the corporate deponent," Stempel, § 30.03 [2], at 30-17 or "other persons consenting to appear and testify on its behalf," *Advisory Comm. Notes* (1970) ("The organization may designate persons other than officers, directors, and managing agents, but only with their consent."). A subpoena is not needed to depose a party or a party's representative; a proper deposition notice is sufficient to compel a party's witness to attend deposition. Stempel, § 30.21, at 30-47. A party is responsible for its representative to show up for the deposition and is subject to sanctions for a failure to appear. Stempel, § 30.21, at 30-47.

2. Scope of deposing a corporate representative. The party conducting the deposition must describe the subject matter for the proposed deposition, and the party to be deposed must select and produce deponents. Stempel, § 30.25 [1], at 30-64. Alternatively, the party conducting the deposition may designate specific officers, directors, or managing agents to testify on behalf of the entity. *Advisory Comm. Notes* (1970) (this was "existing practice"); Stempel, § 30.25 [1], at 30-64; 8A Charles Alan Wright, Arthur R. Miller & Richard L. Marcus, *Federal Practice and Procedure* § 2103, at 477 (3d ed. 2010 & Cum. Supp. 2017). Each corporate representative counts as a single deposition of the entity, not separate

depositions, Stempel, § 30.25 [1], at 30-65, and the full 7 hours is available for each individual witness nominated as a corporate representative, Wright & Miller, § 2103, at 472. A prosecuting party may be deposed in the forum where suit is brought. Wright & Miller, § 2112, at 527-28. The entity cannot avoid producing a witness merely by serving objections to the notice to depose. Wright & Miller, § 2103, at 458.

3. Duties of the corporate representative. The corporate representative must be knowledgeable on the specified topics. Stempel, § 30.25 [3], at 30-67. It is the entity's duty to prepare the corporate representative for the designated topics. Wright & Miller, § 2103, at 455-56. The entity may be required to designate more than one witness per topic. Stempel, § 30.25 [3], at 30-67. Although the corporate representative need not have firsthand knowledge, the corporate representative is responsible to prepare based upon the information "known or reasonably available" to the entity, 29 C.F.R. § 18.64 (b) (6); *Advisory Comm. Notes* (1971); Stempel, § 30.25 [3], at 30-67 to -68, which can include consulting former employees, Wright & Miller, § 2103, at 461. The corporate representative must be prepared to show how the facts supported the entity's contentions, or a contention that a statute applied. *Paul Revere Life Ins. Co. v. Jafari*, 206 F.R.D. 126, 131 (D. Md.); Wright & Miller, § 2103, at 462. The corporate representative must be sufficiently prepared to give full, complete, and non-evasive answers on the designated topics. Stempel, § 30.25 [3], at 30-69.

Producing an unprepared witness is the same as a failure to appear. Stempel, § 30.25 [3], at 30-73. The entity must substitute another corporate representative when it becomes obvious that the designated witness is unable to respond. Stempel, § 30.25 [3], at 30-67 &

30.70. The corporate representative must testify not only about facts, but subjective beliefs and opinions of the entity. Stempel, § 30.25 [3], at 30-68. The volume of documents or the burden to prepare does not justify the lack of preparation. TIG Ins. Co. v. Tyco Int'l, Ltd., 919 F. Supp. 2d 439, 454 (M.D. Pa. 2013).

The deponent may be broadly questioned beyond the designated topics in the deponent's individual capacity. Stempel, § 30.25 [4], at 30-74.2. It is improper to instruct the corporate representative not to answer a question that may be outside the scope of the designated topics or for which the witness is not prepared. Stempel, § 30.25 [4], at 30-74.2. If a deposition question is not on the list of topics, the corporate representative's testimony is individual testimony only, unless the corporate representative is also an officer or managing agent. Wright & Miller, § 2103, at 475.

4. Consequences of corporate representative testimony. The corporate representative "binds the entity with its testimony. This means that a corporation generally cannot present a theory of the facts that differs from that articulated by the designated Rule 30 (b) (6) representative." Stempel, § 30.25 [3], at 30-71 (3d ed. 2018). If the corporate representative claims no knowledge or provides only a limited amount of testimony, the entity may not use other evidence at trial that goes beyond the deposition unless previously produced through discovery. Stempel, § 30.25 [3], at 30-74. As such, the corporate representative's testimony is the Administrator's testimony. *Sigmund v. Starwood Urban Retail VI, LLC*, 236 F.R.D. 43, 45 (D.D.C. 2006). The entity's theory of the case cannot contradict the testimony of the corporate representative. *Diamond Triumph Auto Glass, Inc. v. Safelite Glass Corp.*, 441 F. Supp. 2d 695, 722 n. 17 (M.D. Pa. 2006); *Rainey v. American Forest &*

Paper Ass'n, Inc., 26 F. Supp. 2d 82, 87 (D.D.C. 1998) (unless the entity can prove that the information was not known or accessible, the entity cannot later proffer a new or different version that could have been presented at the deposition of the corporate representative).

RC 5/8/19 MB

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UNITED STATES DEPARTMENT OF LABOR

ADMINISTRATOR, WAGE AND HOUR DIVISION, UNITED STATES DEPARTMENT OF LABOR, Prosecuting Party, v. BUTLER AMUSEMENTS, INC. and MICHAEL BRAJEVICH, Respondents.	ADMINISTRATIVE PROCEEDING Case No. 2018-TNE-00019 **ADMINISTRATOR'S EMERGENCY MOTION TO QUASH RESPONDENTS' AMENDED NOTICE OF DEPOSITION**

NOTICE OF CONFERENCE PURSUANT TO 29 C.F.R. §18.33(C)(3)

The undersigned counsel for the Administrator conferred with counsel for Respondents on April 4, 2019. *See* Declaration of J. Gorman. After indicating the Administrator's objections, Respondents did not agree to withdraw or modify any of the twenty-four objectionable subject matter topics.

INTRODUCTION

On April 2, 2019, with no prior warning, Respondents set two depositions for Monday, April 15, 2019, the fact discovery deadline. While Plaintiff's counsel is not available on that day, the more emergent issue is that Respondents' Amended Notice of Deposition ("Amended Notice") requests an

Agency representative to answer thirty separate topics, twenty-four of which are impermissible. The topics include issues such as: an Agency representative's knowledge of *Respondents'* pay and compensation practices; the identity of all individuals interviewed and contacted by Wage and Hour; the Agency's history of enforcing penalties in H-2b cases; the factual bases for *Respondents'* defense to this matter; and *Respondents'* failures to comply with industry practice and custom.

While six of the thirty topics are relevant and the Administrator will produce a deponent to address them, the remaining twenty-four areas of inquiry Respondents seek must be quashed. As explained below, the listed topics above are irrelevant to the violations the Administrator charged or seek privileged information.

PROCEDURAL HISTORY

This case concerns violations charged by the Administrator in a January 29, 2018 determination. *See* Ex. 1. The Administrator found that Respondents violated the requirements of the H-2b program by employing nine non-immigrant employees as Recreation and Amusement Attendants when the actual duties they performed were not recreation or amusement attendant duties.[1] *See* 20 C.F.R. §655.22(n), Attestation #13 A civil money penalty in the amount of $10,000 was calculated, as well as backwages in the amount of $24,987.60 for nine misclassified employees. **Exhibit 1**. The violation covered the period from February 1, 2013 to April 24, 2013, a portion of Respondents' February through October season. **Exhibit 2.**

Respondents contested the Determination Letter and requested a hearing on February 28, 2018. **Exhibit 3**. Respondents' Request for Hearing enumerated sixteen separate grounds. Respondents' legal grounds supporting their contest were largely disposed of in this Court's Order on Summary Judgment dated November 14, 2018; Respondents' factual grounds were all conclusory and simply state that Respondents did not engage in the conduct on which the violation was based.

[1] Two employees performed machine shop mechanic duties, five employees were semi-truck drivers, and two employees were ride supervisors.

This Court issued a Prehearing Order on November 30, 2018. The Order set a trial date of May 8 to 10, 2019, scheduled a Prehearing Conference for April 29, 2019, and required Prehearing Statements fourteen days before the Prehearing Conference, or April 15, 2019. Discovery was scheduled to cutoff on the same day that Prehearing Statements were due. Order of November 30, 2018 at II(C), p. 2.

The Administrator served discovery on Respondents on December 14, 2018. Receiving a deficient response from Respondents, the Administrator filed a Motion to Compel on March 13, 2019. To date, the Administrator has not received a ruling on the Motion to Compel.

On April 2, 2019, and for the first time with no previous discussion, Respondents electronically served the Administrator with two Notices of Deposition. The first was for Carrie Aguilar, the then-Wage Hour Investigator who investigated this matter. Ms. Aguilar is now the Assistant District Director of the Portland District Office. Respondents noted Ms. Aguilar's deposition for 10:00 a.m. on April 15, 2019. **Exhibit 4** *but see* Gorman Dec. at ¶ 8(a). The second Notice of Deposition Respondents' issued was for the Administrator's "corporate representative" on thirty separately enumerated topics. **Exhibit 5** *but see* Gorman Dec. at ¶ 8(a). This deposition is noted for 10:00 a.m. on April 15, 2019.

On April 2, 2019, the undersigned counsel electronically notified Respondents that: she was unavailable for deposition on April 15, 2019 but would not object to Ms. Aguilar's deposition after the close of discovery, and; only six of the thirty enumerated topics for the 29 C.F.R. §18.64(b)(6) designated representative were proper. Gorman Dec.

RELIEF REQUESTED

The Administrator moves to quash paragraphs 1, 2, 4, 5, 6, 7, 9, 11, 12, 13, 14, 15, 16, 17, 20, 21, 22, 23, 24, 25, 27, 28, 29, and 30 of Respondents' Amended Notice. The Administrator does not object to the deposition of Ms. Aguilar, but is not available on the date Respondents noted. The

Administrator assumes the parties will be able to reschedule this date to a mutually convenient date. However, if this Court quashes Respondents' Amended Notice as requested, the Administrator requests a protective order for Ms. Aguilar's deposition to preclude inquiry into the quashed topic areas.

Further, given the immediacy of this request, the impending discovery cutoff (April 15, 2019) and the undersigned counsel's impending unavailability (*see* Gorman Dec. at ¶ 8(a)), the Administrator requests a telephone hearing with the Court early next week at the Court's convenience. Respondents' counsel has already agreed to make his Response to this Motion verbally to the Court. Gorman Dec. at ¶8(c).

ARGUMENT

1. THE SCOPE OF DISCOVERY

The Rules of Practice and Procedure for Administrative Hearings Before the Office of Administrative Law Judges ("the Rules") found at 29 C.F.R. Part 18 apply in this matter. 20 C.F.R. §655.425(a). When those rules are silent and no other authority controls, the Federal Rules of Civil Procedure apply. 29 C.F.R. §18.10(a).

The rules governing discovery provide that a

> party may obtain discovery regarding any matter, not privileged, that is relevant to the subject matter involved in the proceeding. 29 C.F.R §18.51(a). When a claim of privilege is made, the party must expressly make the claim and describe the nature of the privileged material in a manner that permits assessment of the claim. 29 C.F.R. §18.51(e)(1). A judge must quash or modify a subpoena that "[r]equires disclosure of privileged or other protected matter, if no exception or waiver applies..." 29 C.F.R. §18.56.

Western Range Association and Mountain View Ranch, Inc., Case No. 2017-TAE-00009, p. 3 (ALJ Clark, Oct. 26, 2017).

Here, Respondents have issued a notice of deposition pursuant to 29 C.F.R. §18.64(b)(6). The Administrator moves to quash certain topics in the notice because providing testimony in response to

them requires disclosure of privileged or other protected matter, and subjects the Administrator to the undue burden of addressing irrelevant topic matters. 29 C.F.R. §18.56(c)(3).

2. RESPONDENTS' AMENDED NOTICE SEEKS INFORMATION NOT RELEVANT TO ANY CLAIM OR DEFENSE OR PROTECTED BY PRIVILEGE

While discovery permits Respondents to pursue information relevant to the Administrator's facts in support of the Agency's determination, or any defense to that determination, seeking information protected from disclosure by privilege, or information that is wholly irrelevant to any claims or defense is impermissible.

Categories of Respondents' impermissible requests

The topics of impermissible questions requested in Respondents' Amended Notice fall into four categories: overbroad and nonspecific; uniquely within Respondents' own personal knowledge of facts or their practices; facts protected by the Government's Informants Privilege, and; matters beyond the scope of the violation at issue. Each of these categories is analyzed below.

Category 1

Only one request is overbroad, nonspecific, and seeks irrelevant information: Respondents' ¶ 1 (an Agency representative to answer each topic covered in the Administrator's propounded Requests for Admission, Interrogatories, and Requests for Production). The Administrator propounded on Respondents ten Requests for Admission, twenty Interrogatories, and twelve Requests for Production. *See* Ex. A to Administrator's Motion to Compel of March 13, 2019. Respondents' request asks the Administrator to answer exactly those questions the Administrator asked of Respondents.

First, Respondents' Amended Notice is required to "describe with reasonable particularity the matters for examination." 29 C.F.R. §18.64(b)(6). A notice which fails to comply with this basic principle is quashable for vagueness. Silva v. San Pablo Police Dep't., 2018 WL 358789, *2 (N.D.Cal. 2018) (examining FRCP 30(b)(6) which is identical to the language of 29 C.F.R. §18.64(b)(6)).

Second, Respondents' desire to turn the tables on the Administrator—on the very questions the Administrator is asking Respondents— Respondents' gamesmanship and abuse of the process which governs the parties' obligations to respond in good faith. *See* BWP Media USA, Inc. v. Urbanity, LLC, 696 Fed. Appx. 795 (9th Cir. 2017) (sanctions of evidence preclusion were not an abuse of the court's discretion for party's gamesmanship, even though the result was dispositive to the controversy); Compass Bank v. Morris Cerullo World Evangelism, 104 F. Supp. 3d 1040 (S.D.Cal. 2015) (court warned party that sanctions would issue for gamesmanship with the discovery rules). It is inconceivable that Respondents possess a good faith purpose of interrogating the Administrator on precisely those questions the Administrator propounded to Respondents. Respondents' first request betrays their violation of the letter and spirit of the discovery process.

Finally, like other topics below, this topic seeks irrelevant information. The Administrator's awareness of issues solely within Respondents' personal knowledge has no bearing on whether Respondents violated the H-2b regulations.

Category 2

Eleven requests fall into the second category: matters uniquely within Respondents' own personal knowledge and knowledge of its own practices. Because the Administrator has no personal knowledge of Respondents' own facts or their practices, it is overly burdensome to request the Administrator to produce a witness to answer questions about these topics. The impermissible requests are: Respondents' ¶ 2 (Respondents' payroll and timekeeping practices), ¶ 7 (communications between Respondents and the Administrator), ¶ 12 (the Administrator's application of the 'incidental duty' and 'dual position' rules[2]), ¶ 20 (the approved procedures for tasks for SOC code 39-3091), ¶ 21 (factual basis for disputing the calculation of the cost for Respondents to provide bunkhouses), ¶22 (factual basis for disputing the calculation of the cost for Respondents to provide

[2] These are not "rules" applied by the Administrator. Declaration of C. Aguilar.

local travel), ¶ 23 (factual basis for disputing the calculation of the cost for Respondents to provide relocation travel), ¶ 24 (factual basis for disputing that Respondents overpaid their employees), ¶ 25 (factual basis for disputing Respondents paid the personal income taxes of their employees), ¶ 27 (factual basis that Respondents knew they were employing employees in violation of the H-2b program), and ¶ 29 (factual basis that information was reasonably available for Respondents to determine they violated the H-2b program).

First, while a representative designee need not have personal knowledge in the subjects requested for examination, the designee is assumed to have the organization's knowledge, or here, the U.S. Department of Labor's Wage and Hour Division's knowledge. California Foundation for Independent Living Centers v. County of Sacramento, 142 F.Supp.3rd 1035, 1046 (E.D. Cal. 2015). The purpose of the discovery process is to discover information outside of the propounding party's knowledge; the U.S. Supreme Court has called it a "truthseeking process." Taylor v. Illinois, 484 U.S. 400 (1988). When a propounding party makes a request of the opposing party to answer questions about matters which are solely within the province of the requesting party, the purpose of discovery is violated. Here, the letter and spirit of discovery is violated because Respondents intend to query the Administrator on Respondents' own practices.[3]

Second, as above and like other issues below, the Administrator's awareness of issues solely within Respondents' personal knowledge has no bearing on whether Respondents violated the H-2b regulations.

Category 3

Three requests fall into the third category: requests which are subject to the Government

[3] Respondents' enumerated topics about their defenses are not well taken. The Administrator asked Respondents in discovery to specifically to explain the factual bases for their defenses and Respondents failed to do so. For example, see the Administrator's RFA No. 3 (admit you provided free housing), Respondents' Answer (a groundless objection, an admission of the fact and then a denial), the Administrator's follow-up Interrogatory No. 3 (if you didn't admit RFA No. 3, provide the factual bases for your denial), and Respondents' "supplementary" answer (self-referral to Respondents' Form 9142 only) **(Exhibit 6)**.

Informant's Privilege and/or subject to the regulatory confidentiality required by 20 C.F.R. §655.400(g) (2008 Regulations). These are Respondents' ¶ 4 (all interviews conducted by the Administrator), ¶ 5 (the substance of all witness and employee interviews conducted by the Administrator), and ¶ 6 (communications between the Administrator and any witness interviewed).

The Government Informant's Privilege protects against the disclosure of information that could be used to identify individuals who furnish information about potential violations of law to the government. In re Perez, 749 F.3d 849, 855 (9th Cir. 2014) *citing* Roviaro v. U.S., 353 U.S. 53, 59-60 (1957). The Privilege promotes the public interest in maintaining a free flow of information to the government by protecting those who supply such information from retaliation. Roviaro, 353 U.S. at 59-60; Perez, 749 F.3d at 856. Courts routinely withhold disclosure of informants' identities because *who* provided information to the Administrator is irrelevant to the underlying claims, and because anonymity is needed for an individual to overcome fear of retaliation and provide information concerning unlawful activity. Brennan v. Engineered Prods., Inc., 506 F.2d 299, 303 (8th Cir. 1974) ("[o]nly by preserving [informants'] anonymity can the government obtain the information necessary to implement the law properly."); Wirtz v. Continental Fin. & Loan Co. of W. End, 326 F.2d 561, 563-64 (5th Cir. 1964) ("the only conceivable need for the names of the informers would be the desire of the employer to know who had informed on it" and "the names of informers are utterly irrelevant to the issues to be tried.").

The Privilege protects not only the names of cooperating individuals, but also any information that would tend to reveal an informant's identity. Id.; *see also* Borchers v. Commercial Union Assurance Co., 874 F.Supp. 78, 78-80 (S.DN.Y. 1995). The policy considerations underlying the privilege are of such great importance that the government "is granted the privilege as of right." Dole v. Local 1942, Int'l Bhd. of Elec. Workers, AFL-CIO, 870 F.2d 368, 372 (7th Cir. 1989).

Respondents have no legitimate basis for this information. The law unquestionably shields this

information from disclosure, and Respondents are precluded from acquiring this information through deposition testimony.

Category 4

The nine remaining objectionable requests fall into the fourth category: requests which are irrelevant or beyond the scope the violations charged here. They are: Respondents' ¶ 9 (the Administrator's history of enforcing penalties related to the violations alleged here), ¶ 11 (when Respondents committed their first violation), ¶ 13 (all of Respondents' regulatory deficiencies), ¶ 14 (all Respondents' failures to comply with industry custom or practice identified in Respondents' payroll practices), ¶ 15 (the basis for Respondents' violation of the FLSA), ¶ 16 (the basis for the contention that Respondents willfully misrepresented any material fact), ¶ 17 (the basis for the contention that Respondents substantially failed to meet any condition when petitioning for labor certification), ¶ 28 (the factual basis that Respondents knowingly or recklessly violated the program), and ¶ 30 (the factual basis that any of Respondents' violations were substantial).

Both the administrative rule and the identically corresponding FRCP provide that "parties may obtain discovery regarding any nonprivileged matter that is relevant to any party's claim or defense..." 29 C.F.R. §18.,51(a); FRCP 26(b)(1). Relevant content is required.

> Most courts have concluded that once the witness satisfies the minimum standard for serving as a designated witness, the scope of the deposition is determined solely by relevance under Rule 26." U.S. E.E.O.C. v. Caesars Entm't, Inc. 237 F.R.D. 432 (D. Nev. 2006); *see also* Campbell v. Facebook Inc., 310 F.R.D. 439, 450 (N.D.Cal. 2015) ("The proper scope of the questioning of a Rule 30(b)(6) witness is not defined by the notice of deposition, but by Rule 26(b)(1) of the Federal Rules of Civil Procedure.") (citation and internal quotation marks omitted).

Tatung Company, Ltd. v. Hsu, 2016 WL 3475328 (C.D.Cal. 2016).

Irrelevant issues are quashable and should be here as each topic request enumerated in this section is not relevant to the violations determined by the Administrator, or the Respondents' defenses. Bally Technologies, Inc. v. Business Intelligence Systems Solutions, Inc., 2011 WL 3714298 (D.

Nevada 2011).

3. QUASHING RESPONDENTS' IMPERMISSIBLE AREAS OF INQUIRY PROMOTES JUDICIAL AND PROSECUTORIAL EFFICIENCY

This Court has recognized that it is inefficient to require the parties to engage in depositions where "the Administrator is likely not to answer [respondent's] questions by asserting various privileges." Western Range, Case No. 2017-TAE-9, p. 3. Here, the Administrator has agreed to provide a designated witness to testify only about the six enumerated topics in Respondents' Amended Notice which are not objectionable: ¶ 3, ¶ 8, ¶10, ¶ 18, ¶ 19, and ¶ 26.

CONCLUSION

The Administrator prays this Court to quash Respondents' Amended Notice requiring the Administrator to designate a witness to answer the twenty-four objectionable requests. Given the immediacy of a ruling on this matter, and given the undersigned counsel's unavailability from April 12 to April 17, 2019, the Administrator prays for an emergency ruling.

DATED this 4th day of April, 2019.

Kate O'Scannlain
Solicitor of Labor

Janet M. Herold
Regional Solicitor

Bruce L. Brown
Associate Regional Solicitor

Jeannie Gorman
Senior Trial Attorney

By: _____

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ADMINISTRATOR, WAGE AND HOUR DIVISION, UNITED STATES DEPARTMENT OF LABOR, Prosecuting Party, v. BUTLER AMUSEMENTS, INC. and MICHAEL BRAJEVICH, Respondents.	ADMINISTRATIVE PROCEEDING Case No. 2018-TNE-00019 **DECLARATION OF CARRIE AGUILAR IN SUPPORT OF ADMINISTRATOR'S EMERGENCY MOTION TO QUASH RESPONDENTS' AMENDED NOTICE OF DEPOSITION**

I, CARRIE AGUILAR, declare as follows:

1. I am presently employed by the Wage and Hour Division of the United States Department of Labor ("Wage and Hour") in Portland, Oregon.

2. I began employment with Wage and Hour on June 6th 2009.

3. From June 6th 2009 to August 22nd 2015 I was employed as a Wage Hour Investigator ("WHI").

4. From August 23rd 2015 to the present date, I have been employed as the Assistant District Director of the Wage and Hour office in Portland, Oregon.

5. As a WHI, I was responsible for investigating compliance with the laws enforced by Wage and Hour, including but not limited to compliance with the H regulations generally and the H-2b

program specifically.

6. As an Assistant District Director, I am responsible for reviewing and supervising the work of WHIs who have been assigned to my supervision. I report to the District Director of the Portland District Office.

7. As a WHI, I was assigned to investigate the above-referenced Respondents and did conduct such an investigation. I was the lead investigator.

8. I determined the facts, recommended the violations, and computed the damages.

9. I have seen Respondents' undated Amended Notice to Take Deposition. In that document, Respondents contend that Wage and Hour applied an "incidental-duty" rule and a "dual-position" rule to "the allegations in this case."

10. I am unfamiliar with the term "incidental-duty" rule and do not know what it means.

11. I am unfamiliar with the term "dual-position" rule and do not know what it means.

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

April 4, 2019
Portland, Oregon

Carrie Aguilar
Assistant District Director, Wage and Hour Division

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Associate Regional Solicitor
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ADMINISTRATOR, WAGE AND HOUR DIVISION, UNITED STATES DEPARTMENT OF LABOR, Prosecuting Party, v. BUTLER AMUSEMENTS, INC. and MICHAEL BRAJEVICH, Respondents.	ADMINISTRATIVE PROCEEDING Case No. 2018-TNE-00019 **DECLARATION OF JEANNNIE GORMAN IN SUPPORT OF ADMINISTRATOR'S EMERGENCY MOTION TO QUASH RESPONDENTS' AMENDED NOTICE OF DEPOSITION**

I, JEANNIE GORMAN, declare as follows:

1. I am presently employed by the U.S. Department of Labor: Office of the Solicitor as a Senior Trial Attorney.

2. I am lead counsel on this case.

3. I was in the office during business hours on Monday, April 1, 2019. At 4:22 p.m., I received Respondents' "supplemental" answers to discovery and opposition to the Administrator's Motion to Compel. I responded to Respondents' counsel in an email at 4:40 p.m.

4. When I arrived at the office on Tuesday, April 2, 2019, I had two emails from Respondents' counsel which were received by my computer at 7:44 p.m. and 8:04 p.m. on April 1, 2019. The 7:44 p.m. email message included two Notices of Deposition. The 8:04 p.m. email message

included an Amended Notice of Deposition.

5. On April 2, I responded to Respondents' counsel in an email at 12:52 p.m. stating that I: was disappointed he scheduled depositions without contacting me first, unavailable for the dates he noted but I would work with Ms. Aguilar to see if she was available on Friday, April 19 for deposition, and; objected to twenty-four of the thirty enumerated topics set forth in the Amended Notice for a designated representative and asked him to withdraw the objectionable subject topics.

6. On April 3, I responded to Respondents' counsel in an email at 10:47 a.m. that I could provide Ms. Aguilar for deposition on Friday, April 19, 2019. I asked Mr. Pierce to confirm his availability for deposition on that day with me.

7. Having heard nothing from Mr. Pierce since his email to me attaching the Notices of Deposition on the evening of April 1, 2019, on April 3, I emailed him again at 4:13 p.m. and asked him for the courtesy of a response to my email of 10:47 a.m. (regarding deposing Ms. Aguilar on April 19, and withdrawing the twenty-four objectionable topics in his Amended Notice of Deposition). I told him that I would need a response from him or would file a Motion to Quash with the Court.

8. On April 4, 2019, I telephoned Mr. Pierce. I told him that I hadn't had a response to my emails to him of April 2 and April 3. Mr. Pierce stated he was behind on emails. I asked him if he received my emails and without answering the question, he did not deny receiving them. We discussed three topics:

a. I told him that I hadn't had the courtesy of a response to my notification to him that I was unavailable on the date he noted his two depositions. He said he was available on the date I proposed to him, April 19, 2019 and that determining different, alternate dates was "workable." I told him I would be out of the office from April 12, 2019 to April 18, 2019;

b. We discussed the exhibit list due on Monday, April 8. We agreed that we would

send each other our Exhibit List electronically but that actual exhibits would be received on Tuesday, April 9;

c. I told Mr. Pierce that his non-response to my objection to twenty-four of his enumerated subjects in his Amended Notice of deposition of a designated representative had disadvantaged the Administrator by putting us in the position of needing to draft a Motion to Quash. I told him that his failure to respond to my April 2 email had put me in the position of needing to file a Motion to Quash on the afternoon of April 4, 2019, particularly given the emergency nature of the motion. I explained that among the Relief Requested in the Administrator's Motion to Quash was a telephone conference with Judge Clark during which Mr. Pierce could make Respondents' response. Mr. Pierce agreed to make his response to the Administrator's Motion to Quash verbally before Judge Clark on an expedited basis: that is, a phone conference .

9. On April 4, 2019, I received a call from this Court's Clerk, Rebecca Vorpe. We discussed other matters and I told her that I anticipated filing a motion seeking emergency relief and requesting a phone conference with Judge Clark early next week. I explained that I was just providing notice to the Court, not making a request at this time.

10. Mr. Wayne contacted me at about 2:15 p.m. on April 4. After a discussion, he indicated that he would not withdraw or amend any of the twenty-four objectionable subject topics in his Amended Notice.

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I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

April 4, 2019
Seattle, Washington

Jeannie Gorman
Senior Trial Attorney

U.S. Department of Labor

Wage & Hour Division
Portland District Office
620 SW Main Street, Room 423
Portland, OR 97205
(503) 326-3057

CERTIFIED MAIL RETURN RECEIPT REQUESTED: # 1ZW8Y8320292571353

January 29, 2018

Michael Brajevich, CEO
Butler Amusements, Inc.
3003 SW 153rd Drive, Suite 205
Beaverton, OR 97003

Subject: Administrator's Determination Pursuant to Section 214(c)(14) of the Immigration and Nationality Act (INA) and Applicable Regulations Pertaining to Violations Involving H-2B Nonimmigrant Workers

Reference #: 1689932

Dear Mr. Brajevich:

An investigation conducted by this office of Butler Amusements, Inc. (herein Butler Amusements) under the H-2B provisions of the INA, as amended, 8 U.S.C. § 1101(a)(15)(H)(ii)(b) *et seq.*, 1184(c)(14), and 20 CFR Part 655, subpart A (2008) and applicable procedural regulations in 29 CFR Part 503 (2015), covering the period from February 1, 2013 to April 24, 2013, disclosed that Butler Amusements committed the following violations regarding the USCIS Form I-129, Petition for a Nonimmigrant Worker (I-129 Petition) and the Application for Temporary Employment Certification (ETA Form 9142 with Appendix B) (9142 Application) filed under the 2008 regulations: substantial failure to comply with the proper job classification requirement. Any I-129 Petition or 9142 Application included in this investigation is listed or enclosed.

The enclosed Summary of Violations and Remedies indicates the specific violation regarding the I-129 Petition and 9142 Application, which we discussed in the final conference, and the remedy imposed for the violation.

As a consequence of this H-2B violation, $24,987.20 in unpaid wages is owed to 9 H-2B nonimmigrant workers. The same violation also resulted in the assessment of civil money penalties in the total amount of $10,000.00. These amounts are explained in detail in the enclosed Summary of Violation and Remedy. Please note that where Butler Amusements violated both an I-129 requirement and the corresponding 9142 Application requirement, the associated back wages and civil money penalties are both listed under the citation on the

EXHIBIT
1

enclosed Summary of Violation and Remedy. However, the back wages and civil money penalties for such violations will be collected under only one citation.

Butler Amusements is liable for any ongoing violations. Butler Amusements must pay these back wages and civil money penalties no later than 30 calendar days after the date of this determination unless Butler Amusements requests an appeal as described below. The civil money penalties must be paid by submitting a certified check or money order payable to "Wage and Hour Division - Labor" to the Wage and Hour Division, U.S. Department of Labor, 620 SW Main Street, Room 423, Portland, OR 97205.

Butler Amusements must pay back wages in the amounts listed on the Summary of Unpaid Wages, Form WH-56, which was previously provided to Butler Amusements. Butler Amusements is responsible for withholding the legally required deductions (*e.g.*, Federal and State income tax and FICA) and paying these amounts and Butler Amusements' contributions to the appropriate entities. A certified check or money order in the net amount of back wages should be made payable to the names of the individuals owed back wages or "Wage and Hour Division - Labor" to the Wage and Hour Division, U.S. Department of Labor, 620 SW Main Street, Room 423, Portland, OR 97205-3028.

This debt is subject to the assessment of interest, administrative cost charges and penalties in accordance with the Debt Collection Improvement Act of 1996 and U.S. Department of Labor policies. Interest will be assessed at the Treasury Tax and Loan Account rate on any principal that becomes delinquent. The rate is currently 1%. Administrative cost charges will be assessed to help defray the Government's cost of collecting this debt. A penalty at the rate of 6% will be assessed on any portion of the debt remaining delinquent for more than 90 days. In order to avoid these charges, Butler Amusements must forward payment of the civil money penalties to the Wage and Hour Division, U.S. Department of Labor, 620 SW Main Street, Room 423, Portland, OR 97205 by the indicated due date. Please note that any pending bankruptcy action may affect the foregoing remedies. Where appropriate, the Department of Homeland Security and the Department of Labor's Office of Foreign Labor Certification (OFLC) will be notified about H-2B violations.

Additionally, pursuant to 20 CFR 655.31(d)(4) (2008), if Butler Amusements fails to pay the back wages and/or civil money penalties by the indicated due date, OFLC may seek to debar Butler Amusements from receiving future labor certifications for a prescribed period of time.

Butler Amusements has the right to request a hearing on this determination. Such a request must be dated, be typewritten or legibly written, specify the issues stated in this notice of determination on which a hearing is requested, state the specific reasons why the requestor believes this determination to be in error, be signed by the requestor or by an authorized representative, and include the address at which the requestor or the authorized representative desires to receive further communications relating to the hearing request.

The request must be made to and received by the Chief Administrative Law Judge (OALJ) at the following address no later than 30 calendar days after the date of this determination:

Chief Administrative Law Judge
U.S. Department of Labor
800 K Street NW, Room 400 North
Washington, DC 20001-8002

If Butler Amusements does not make a timely request for a hearing, this determination will become a final order of the Secretary of Labor and may no longer be appealed.

The procedure for filing a request for a hearing is provided in 29 C.F.R. 503.43. Please note that 29 CFR 503.43(f) requires that a copy of any such request for a hearing must also be sent to me and to those parties listed below. Due to the delayed delivery of mail in certain areas, you may wish to transmit your request to the OALJ via facsimile at 202-693-7365 to ensure timely receipt.

The fact that the above sanctions/remedies are being imposed for the H-2B violations found at this time does not preclude the taking of other enforcement action as is deemed appropriate by the Department of Labor or the assessment of back wages or civil money penalties for additional violations of the H-2B provisions found at some future time.

A copy of 20 CFR Part 655 subpart A (2008) can be found at the following web address: https://www.gpo.gov/fdsys/pkg/FR-2008-12-19/pdf/E8-29995.pdf and a copy of 29 CFR Part 503 (2015) can be found at the following web address: http://www.gpo.gov/fdsys/pkg/FR-2015-04-29/pdf/2015-09694.pdf

Sincerely,

-for-
Thomas Silva
District Director

Enclosures: Copy / List of Applications and I-129 Petitions
Summary of Violation and Remedy

cc: Chief Administrative Law Judge
U.S. Department of Labor
800 K Street NW Room 400 North
Washington, DC 20001-8002

Administrator
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue NW, Room S-3510
Washington, DC 20210

Associate Solicitor of Labor
Fair Labor Standards Division
U.S. Department of Labor
200 Constitution Avenue NW, Room N-2716
Washington, DC 20210

Regional Office of the Solicitor
World Trade Center
350 S. Figueroa Street, Suite 370
Los Angeles, CA 90071

Regional Immigration Coordinator
U.S. Department of Labor
Wage and Hour Division
2800 Cottage Way, W-1836
Sacramento, CA 95825

R. Wayne Pierce, Esq.
The Pierce Law Firm, LLC
133 Defense Highway, Ste. 106
Annapolis, MD 21401-7015

Summary of Violation and Remedy

Please note that where Butler Amusements, Inc. violated both an I-129 requirement and the corresponding 9142 Application requirement, the associated back wages and civil money penalties are listed under each citation. However, the back wages and civil money penalties for such violations will be collected under only one citation.

Violation Name/ Description	Type of Violation	Applied Enforcement Document(s)	Affected 9142 Application and/or I-129 Petition	Violated Attestation and/or Requirement	Back Wages Assessed	Civil Money Penalty Assessed	Total(s) Due for Payment Regarding this Violation
Improper Job Classification: Butler Amusements, Inc. placed workers in occupation(s) other than listed on the I-129 Petition or the 9142 Application.	[X] Substantial Failure	9142	H-400-12313-874905	Attestation #13 & 20 CFR 655.22(n)	$24,987.60	$10,000.00	Back wages: $24,987.60
	[ ] Willful Misrepresentation	I-129	I-129 dated 12/17/2012	Part 5, question 1	$24,987.60	$10,000.00	CMP: $10,000.00

OMB Approval: 1205-0466
Expiration Date: 12/31/2012

Application for Temporary Employment Certification
ETA Form 9142
U.S. Department of Labor

*Please read and review the filing instructions carefully before completing the ETA Form 9142. A copy of the instructions can be found at http://www.foreignlaborcert.doleta.gov/. In accordance with Federal Regulations, incomplete or obviously inaccurate applications will not be certified by the Department of Labor. If submitting this form non-electronically, ALL required fields/items containing an asterisk (*) must be completed as well as any fields/items where a response is conditional as indicated by the section (§) symbol.*

A. Employment-Based Nonimmigrant Visa Information

1. Indicate the type of visa classification supported by this application *(Write classification symbol)* *	H-2B

B. Temporary Need Information

1. Job Title * Amusement and Recreation Attendants - Traveling Ca

2. SOC (ONET/OES) code *	3. SOC (ONET/OES) occupation title *
39-3091	Amusement and Recreation Attendants

4. Is this a full-time position? * ☑ Yes ☐ No

Period of Intended Employment

5. Begin Date * (mm/dd/yyyy) 02/01/2013

6. End Date * (mm/dd/yyyy) 10/31/2013

7. Worker positions needed/basis for the visa classification supported by this application

246 **Total Worker Positions Being Requested for Certification ***

Basis for the visa classification supported by this application
(*indicate the total workers in each applicable category based on the total workers identified above*)

246	a. New employment *	0	d. New concurrent employment *
0	b. Continuation of previously approved employment * without change with the same employer	0	e. Change in employer *
0	c. Change in previously approved employment *	0	f. Amended petition *

8. Nature of Temporary Need: (Choose only one of the standards) *

☑ Seasonal ☐ Peakload ☐ One-Time Occurrence ☐ Intermittent or Other Temporary Need

9. Statement of Temporary Need *

This company has been in business since 1969. The business is a traveling amusement enterprise, closing down completely from November through end of January each year, and has been seasonal in nature since inception. The temporary need is expected to be seasonal, recurring annually.

Because the work involves travel from location to location, with work being performed in the evenings, weekends and holidays, there has been a chronic, seasonal need for foreign workers that is not filled by US Workers.

9142

Case Number: H-400-12313-874905 Case Status: CERTIFIED Validity Period: 02/01/2013 to 10/31/2013

EXHIBIT 2

C-4

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES

In the Matter of:	*	
ADMINISTRATOR, WAGE AND HOUR DIVISION Plaintiff	*	**Case No.:** _____
	*	WHD Reference #: 1689932
v.	*	
BUTLER AMUSEMENTS, INC. Respondent	*	
	*	

* * * * * * * * * * * * * *

REQUEST FOR HEARING

Respondent hereby requests a hearing[1] on a determination dated February 6, 2018,[2] and issued by the Wage and Hour Division under Reference #: 1736916, and says:

This is a request for a hearing on a determination issued following an investigation of the Respondent, a participant in the H-2B program.

Pursuant to 29 C.F.R. § 503.43 (b) (3 & 4), Respondent now identifies issues and reasons why the determination is in error. In further response, Respondent says:

General statement of reasons why the determination is in error: The WHD has no basis to enforce the now-vacated 2008 Rule or any other relevant standard. The provisions of the 2015 IFR cannot be applied retroactively to this case. WHD lacks any basis to show a

[1] By filing this request, Respondent does not waive its right to seek immediate or other relief, including from the retroactive application of the 2015 IFR or the application of the now-vacated 2008 Rule.

[2] The determination letter "rescinded and replaced" a prior determination letter dated January 29, 2018. As such, any claim under the prior determination letter has been waived. To the extent that the prior determination letter has any operative effect, Respondent appeals it as well.

EXHIBIT 3

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willful misrepresentation or a substantial failure. This employer is exempt from the Fair Labor Standards Act. The Wage and Hour Division has failed to proceed within the statute of limitations, in whole or in part. This employer reasonably relied upon professional counsel to prepare its #9142 and I-129. This employer used a prepayment plan and properly determined all deductions and any overtime obligations. Respondent did not act willfully by hiring professionals to advise it. Department of Labor has made it unnecessarily difficult to, and has failed to issue proper notice so that Respondent may, know with precision what it regards as the proper procedure. Wage and Hour Division has improperly calculated any alleged back wages, hours worked, or civil monetary penalties. Wage and Hour Division has improperly determined "compensable work time." Wage and Hour Division has improperly relied upon U.S. workers, but it has no jurisdiction over U.S. workers. Department of Labor has not promulgated meaningful regulations for how an FLSA-exempt employer is to proceed. Wage and Hour Division has failed to credit Respondent for facilities, such as bunkhouses, food, local convenience travel, in and out of country travel, a prepayment plan, prepaid spot-to-spot variations, bonuses, and reimbursement of employee expenses. Wage and Hour Division failed to credit Respondent according to governing special procedures. Wage and Hour Division lacks the authority to enforce the terms of the #9142 or I-129. Respondent did not substantially fail to meet a condition in its #9142 or I-129 or willfully misrepresent a material fact in its #9142 or I-129.

Issue No. 1: The Wage and Hour Division's determination fails to state any – much less an adequate - factual and legal basis, thereby depriving Respondent of due process notice of the allegations and impeding Respondent's ability to identify and articulate issues and supporting rationale.

Reasons why the determination is in error: 29 C.F.R. § 503.42(a)(5); Administrative Procedures Act.

Issue No. 2: To the extent that the WHD determination states any factual or legal basis, it is incorrect and legally insufficient.

Reasons why the determination is in error: General statement of reasons.

Issue No. 3: The penalties and back wages proposed in the WHD determination are excessive and otherwise inappropriate.

Reasons why the determination is in error: 29 C.F.R. § 503.19 & § 503.23; General statement of reasons.

Issue No. 4: Respondent is entitled to judgment as a matter of law.

Reasons why the determination is in error: General statement of reasons.

Issue No. 5.: Respondent did not engage in any willful or substantial failure to comply with H-2B program requirements.

Reasons why the determination is in error: General statement of reasons.

Issue No. 6: Respondent accurately described its job offer.

Reasons why the determination is in error: General statement of reasons.

Issue No. 7: Respondent did not offer job terms and working conditions that were less favorable than those offered to temporary foreign workers.

Reasons why the determination is in error: General statement of reasons.

Issue No. 8: Respondent properly paid wages as required by the H-2B program.

Reasons why the determination is in error: General statement of reasons.

Issue No. 9: Respondent was entitled to credit for providing bunkhouses, local convenience travel, in and out of country travel, and a prepayment plan.

Reasons why the determination is in error: General statement of reasons.

Issue No. 10: Respondent did not substantially fail to restrict H-2B workers to an approved itinerary.

Reasons why the determination is in error: General statement of reasons.

Issue No. 11: The Department of Labor lacks jurisdiction, rule-making authority or enforceable rules for the H-2B program.

Reasons why the determination is in error: *G.H. Daniels III & Assocs., Inc. v. Perez*, No. 13-1479, 2015 U.S. App. Lexis 15689, at *12 (10th Cir. Sept. 3, 2015); *Bayou Lawn & Landscape Servs. v. Secretary of Labor*, 713 F.3d 1080, 1085 (11th Cir. 2013); *Bayou Lawn & Landscape Servs. v. Solis*, No. 3:12cv183, 2012 U.S. Dist. Lexis 69297, at *13 & n. 10 (N.D. Fla. Apr. 26, 2012), *aff'd*, 713 F.3d 1080 (11th Cir. 2013); *Bayou Lawn & Landscape Servs. v. Perez*, 81 F. Supp. 3d 1291, 1293, 1295 (N.D. Fla. 2014), *vacated on other grounds*, 621 F. Appx. 620 (11th Cir. 2015); *Perez v. Perez*, No. 3:14-cv-682, 2015 U.S. Dist. Lexis 27606, at *7-12 (N.D. Fla. Mar. 4, 2015).

Issue No. 12: The employer is exempt from the Fair Labor Standards Act.

Reasons why the determination is in error: Fair Labor Standards Act.

Issue No. 13: The employer is not liable because it relied in good faith on a regulation, order, ruling, or interpretation of the Wage and Hour Division, or an administrative practice enforcement policy of the Wage and Hour Division.

Reasons why the determination is in error: 29 U.S.C. § 259.

Issue No. 14: The employer is not liable because of its good faith and reasonable grounds to believe there was no violation.

Reasons why the determination is in error: 29 U.S.C. § 260.

Issue No. 15: Neither DHS nor DOL have provided notice as to the method for and legal requirements for completing the I-129, and have misapplied the job classification to I-129's job description and wage rate.

Reasons why the determination is in error: DHS instructions for the I-129.

Issue No. 16: WHD failed to apply the "incidental activities" rule.

Reasons why the determination is in error: 73 Fed. Reg. 77110, 77117 (Dec. 18, 2008).

For these reasons, we request a hearing of the Wage and Hour Division's determination. Further communications should be directed to counsel at the address listed below.

R. Wayne Pierce

R. WAYNE PIERCE
The Pierce Law Firm, LLC
133 Defense Highway, Suite 201
Annapolis, MD 21401
Phone: 410-573-9959
Fax: 410-573-9956

Email: wpierce@adventurelaw.com

Attorney for Respondent

CERTIFICATE OF SERVICE

Butler Amusements, Inc., hereby certifies that on **February 28, 2018**, the original of this Request for Hearing was shipped via Federal Express for overnight delivery, and a copy was telefaxed to:

U.S. Department of Labor
Chief Administrative Law Judge
800 K Street N.W., Room 400 North
Washington, DC 20001-8002

and via mail, postage pre-paid, to:

Administrator
U.S. Department of Labor
Wage and Hour Division
200 Constitution Avenue NW, Room S-3510
Washington, DC 20210

Associate Solicitor of Labor
Fair Labor Standards Division
U.S. Department of Labor
200 Constitution Avenue NW, Room N-2716
Washington, DC 20210

Regional Office of the Solicitor
U.S. Department of Labor
World Trade Center
350 South Figueroa Street, Suite 370
Los Angeles, California 90071

Regional Integration Coordinator
US Department Of Labor
Wage and Hour Division
2800 Cottage Way, W-1836
Sacramento, California 95825

Thomas L. Silva
District Director
U.S. Department of Labor
Wage and Hour Division
620 Southwest Main Street, Room 423

Portland, Oregon 97205

and via e-mail to:

Mick Brajevich
Chief Executive Officer
Butler Amusements, Inc.

R. WAYNE PIERCE

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES

In the Matter of:	*	
ADMINISTRATOR,	*	
WAGE & HOUR DIVISION		**Case No.:** 2018-TNE-00019
Plaintiff	*	
		WHD Reference #: 1689932
v.	*	
BUTLER AMUSEMENTS, INC., and	*	
MICHAEL BRAJEVICH		
Respondents	*	

* * * * * * * * * * * * * *

NOTICE TO TAKE DEPOSITION

Respondent Butler Amusements, Inc., by its counsel, hereby notices the deposition for the sole purpose of discovery upon oral examination of:

Ms. Carrie Aguilar
U.S. Department of Labor
Wage & Hour Investigator
Wage and Hour Division
620 Sw. MainStreet, Room 423
Portland, Oregon 97205

for April 15, 2019, at 10:00 a.m. PDT, at the deponent's office. All or part of these depositions may be videotaped or photographed for use in discovery or at trial. [NOTE: If mutually agreed, the time, date, and location of this deposition can be changed.]

EXHIBIT
4

P Butler Amusements WHD Audit - 2013-2014 Pleading - 20190401 6 - Our NTD Carrie Aguilar doc

R Wayne Pierce

R. WAYNE PIERCE
The Pierce Law Firm, LLC
133 Defense Highway, Suite 201
Annapolis, MD 21401
Phone: 410-573-9959
Fax: 410-573-9956
Email: wpierce@adventurelaw.com

Attorney for Respondent

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES

In the Matter of:	*	
ADMINISTRATOR, WAGE & HOUR DIVISION Plaintiff	*	**Case No.: 2018-TNE-00019**
		WHD Reference #: 1689932
v.	*	
BUTLER AMUSEMENTS, INC., and MICHAEL BRAJEVICH Respondents	*	

* * * * * * * * * * * * * *

AMENDED NOTICE TO TAKE DEPOSITION

Respondent Butler Amusements, Inc., by its counsel, hereby notices the deposition for the sole purpose of discovery upon oral examination of:

Corporate Representative (s)
of Prosecuting Party
Administrator, Wage and Hour Division

for April 15, 2019, at 10:00 a.m. PDT, at the Portland, Oregon office of the Wage and Hour Division. All or part of these depositions may be videotaped or photographed for use in discovery or at trial. [NOTE: If mutually agreed, the time, date, and location of this deposition can be changed.]

In accordance with Fed. R. Civ. Proc. 30 (b) (6) and 29 C.F.R. § 18.64 (b) (6), you must designate the corporate representative (s) to testify as to the following matters based on information known or reasonably available to the corporate representative of the

Prosecuting Party. The responsibilities of your corporate representative are further explained in **Exhibit 1**.

1. Each topic covered in Administrator's interrogatories, request for production of documents, or requests for admissions.

2. Respondent's timekeeping and payroll practices.

3. The prosecuting party's methodology for and the calculation of civil monetary penalties, back wages, and other remedies and recoverable damages.

4. The identity of all witnesses or employees interviewed or contacted by the Prosecuting Party.

5. The substance of all witness or employee interviews conducted by the Prosecuting Party.

6. All communications between any witness or employee and the Prosecuting Party.

7. All communications between any representative for the Respondent and the Prosecuting Party.

8. The deponent's job title, duties, education, background, training, work experience, and expertise.

9. The Prosecuting Party's history of assessing and enforcing penalties related to the allegations of a violation in this case.

10. Records or other information generated as a result of your investigation of the Respondent.

11. The Prosecuting Party's contention as to when the Respondent first committed any violations of the H-2B program.

12. The Prosecuting Party's contention as to the factual basis for applying the "incidental-duty" rule and the "dual-position" rule to the allegations in this case. .

13. All deficiencies that you have identified in Respondent's regulatory compliance, as well as wage and hour or payroll practices.

14. All failures to comply with industry custom and practice , or the prevailing practices for the traveling amusement industry, that you have identified in Respondent's wage and hour or payroll practices.

15. The basis for your contention, if any, that the Respondent violated the Fair Labor Standards Act, or is not exempt from that statute.

16. The basis for your contention that the Respondent willfully misrepresented any material fact.

17. The basis for your contention that the Respondent substantially failed to meet any legal requirement or condition when petitioning for an H-2B labor certification or petition.

18. The basis for your contention that the Respondent substantially failed to comply with any legal requirement or condition as an H-2B employer.

19. The factual basis for your contention that the Respondent is not entitled to take a credit for providing its employees with bunkhouses, local convenience travel, in and out of country travel, prepayment plans, spot-to-spot variation in prevailing wages, and other facilities identified in Respondent's answers to interrogatories.

20. Approved procedures for determining approved tasks for SOC code 39-3091 (amusement and recreation attendants).

21. The factual basis, if any, for disputing the calculation of the cost basis to provide bunkhouses, as calculated in Butler 01682-01685.

22. The factual basis, if any, for disputing the calculation of the cost basis to provide local convenience travel, as calculated in Butler 01759-01816.

23. The factual basis, if any, for disputing the calculation of international or relocation travel, as identified and calculated in Butler 01701-01758.

24. The factual basis, if any, for disputing that the Respondent overpaid its H-2B workers.

25. The factual basis, if any, for disputing that the Respondent paid the personal income taxes of the H-2B workers.

26. The factual basis, if any, that Respondent violated the H-2B regulations in any way.

27. The factual basis, if any, that Respondent knew that it was employing H-2B workers in a manner that violated the H-2B regulations.

28. The factual basis, if any, that Respondent knowingly or recklessly violated the H-2B regulations.

29. The factual basis, if any, that the information was reasonably available from which Respondent could have determined that it was violating the H-2B regulations.

30. The factual basis, if any, that any of the Respondent's violations were substantial.

R Wayne Pierce

R. WAYNE PIERCE
The Pierce Law Firm, LLC
133 Defense Highway, Suite 201
Annapolis, MD 21401
Phone: 410-573-9959
Fax: 410-573-9956
Email: wpierce@adventurelaw.com

Attorney for Respondent

Exhibit 1
Obligations of a Corporate Representative

1. Who may serve as a corporate representative. The duties of a corporate representative extend to public officials or federal agencies. 29 C.F.R. § 18.64 (b) (6); Jeffrey W. Stempel, *Depositions by Oral Examination*, in 7 James W. Moore, *Moore's Federal Practice* § 30.03 [1], at 30-17; § 30.25 [1], at 30-65 (3d ed. 2018). A corporate representative must be "an officer, director, or managing agent of the corporate deponent," Stempel, § 30.03 [2], at 30-17 or "other persons consenting to appear and testify on its behalf," *Advisory Comm. Notes* (1970) ("The organization may designate persons other than officers, directors, and managing agents, but only with their consent."). A subpoena is not needed to depose a party or a party's representative; a proper deposition notice is sufficient to compel a party's witness to attend deposition. Stempel, § 30.21, at 30-47. A party is responsible for its representative to show up for the deposition and is subject to sanctions for a failure to appear. Stempel, § 30.21, at 30-47.

2. Scope of deposing a corporate representative. The party conducting the deposition must describe the subject matter for the proposed deposition, and the party to be deposed must select and produce deponents. Stempel, § 30.25 [1], at 30-64. Alternatively, the party conducting the deposition may designate specific officers, directors, or managing agents to testify on behalf of the entity. *Advisory Comm. Notes* (1970) (this was "existing practice"); Stempel, § 30.25 [1], at 30-64; 8A Charles Alan Wright, Arthur R. Miller & Richard L. Marcus, *Federal Practice and Procedure* § 2103, at 477 (3d ed. 2010 & Cum. Supp. 2017). Each corporate representative counts as a single deposition of the entity, not separate

depositions, Stempel, § 30.25 [1], at 30-65, and the full 7 hours is available for each individual witness nominated as a corporate representative, Wright & Miller, § 2103, at 472. A prosecuting party may be deposed in the forum where suit is brought. Wright & Miller, § 2112, at 527-28. The entity cannot avoid producing a witness merely by serving objections to the notice to depose. Wright & Miller, § 2103, at 458.

3. Duties of the corporate representative. The corporate representative must be knowledgeable on the specified topics. Stempel, § 30.25 [3], at 30-67. It is the entity's duty to prepare the corporate representative for the designated topics. Wright & Miller, § 2103, at 455-56. The entity may be required to designate more than one witness per topic. Stempel, § 30.25 [3], at 30-67. Although the corporate representative need not have firsthand knowledge, the corporate representative is responsible to prepare based upon the information "known or reasonably available" to the entity, 29 C.F.R. § 18.64 (b) (6); *Advisory Comm. Notes* (1971); Stempel, § 30.25 [3], at 30-67 to -68, which can include consulting former employees, Wright & Miller, § 2103, at 461. The corporate representative must be prepared to show how the facts supported the entity's contentions, or a contention that a statute applied. *Paul Revere Life Ins. Co. v. Jafari*, 206 F.R.D. 126, 131 (D. Md.); Wright & Miller, § 2103, at 462. The corporate representative must be sufficiently prepared to give full, complete, and non-evasive answers on the designated topics. Stempel, § 30.25 [3], at 30-69.

Producing an unprepared witness is the same as a failure to appear. Stempel, § 30.25 [3], at 30-73. The entity must substitute another corporate representative when it becomes obvious that the designated witness is unable to respond. Stempel, § 30.25 [3], at 30-67 &

30.70. The corporate representative must testify not only about facts, but subjective beliefs and opinions of the entity. Stempel, § 30.25 [3], at 30-68. The volume of documents or the burden to prepare does not justify the lack of preparation. TIG Ins. Co. v. Tyco Int'l, Ltd., 919 F. Supp. 2d 439, 454 (M.D. Pa. 2013).

The deponent may be broadly questioned beyond the designated topics in the deponent's individual capacity. Stempel, § 30.25 [4], at 30-74.2. It is improper to instruct the corporate representative not to answer a question that may be outside the scope of the designated topics or for which the witness is not prepared. Stempel, § 30.25 [4], at 30-74.2. If a deposition question is not on the list of topics, the corporate representative's testimony is individual testimony only, unless the corporate representative is also an officer or managing agent. Wright & Miller, § 2103, at 475.

4. Consequences of corporate representative testimony. The corporate representative "binds the entity with its testimony. This means that a corporation generally cannot present a theory of the facts that differs from that articulated by the designated Rule 30 (b) (6) representative." Stempel, § 30.25 [3], at 30-71 (3d ed. 2018). If the corporate representative claims no knowledge or provides only a limited amount of testimony, the entity may not use other evidence at trial that goes beyond the deposition unless previously produced through discovery. Stempel, § 30.25 [3], at 30-74. As such, the corporate representative's testimony is the Administrator's testimony. *Sigmund v. Starwood Urban Retail VI, LLC*, 236 F.R.D. 43, 45 (D.D.C. 2006). The entity's theory of the case cannot contradict the testimony of the corporate representative. *Diamond Triumph Auto Glass, Inc. v. Safelite Glass Corp.*, 441 F. Supp. 2d 695, 722 n. 17 (M.D. Pa. 2006); *Rainey v. American Forest &*

Paper Ass'n, Inc., 26 F. Supp. 2d 82, 87 (D.D.C. 1998) (unless the entity can prove that the information was not known or accessible, the entity cannot later proffer a new or different version that could have been presented at the deposition of the corporate representative).

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES

In the Matter of:	*	
ADMINISTRATOR,	*	
WAGE & HOUR DIVISION		Case No.: 2018-TNE-00019
Plaintiff	*	
		WHD Reference #: 1689932
v.	*	
BUTLER AMUSEMENTS, INC., and	*	
MICHAEL BRAJEVICH		
Respondents	*	

* * * * * * * * * * * * * *

RESPONDENT'S SUPPLEMENTAL ANSWERS TO INTERROGATORIES

RECEIVED
U.S. DOL - Office of The Solicitor
APR 02 2019
SEATTLE, WA

R. Wayne Pierce, Esquire
The Pierce Law Firm, LLC
133 Defense Hwy, Suite 201
Annapolis, Maryland 21401-7015
410-573-9955
Fax 410-573-9956
wpierce@adventurelaw.com
Attorney for Respondents

April 1, 2019

EXHIBIT
6

FROM: Butler Amusements, Inc., and Michael Brajevich, Respondents

TO: Administrator, Wage & Hour Division, Plaintiff

Butler Amusements, Inc., and Michael Brajevich, Respondents, answer the Plaintiff's interrogatories and say:

A. The information supplied in these answers is not based solely upon the knowledge of the executing party, but includes the knowledge of the party's agents, representatives, and attorneys, unless privileged.

B. The word usage and sentence structure is that of the attorneys who in fact prepared these answers and language does not purport to be the exact language of the executing party.

C. These interrogatories have been interpreted and answered in accordance with the Rules of Procedure and plain English usage. To the extent the definitions and instructions included with the interrogatories are inconsistent therewith, this party disavows any intention to abide by them.

D. Defendant objects to the interrogatories to the extent that they purport to require answers on behalf of any entity other than this Defendant.

INTERROGATORY NO. 1: Unless you unconditionally admitted Request for Admission No. 1, provide the basis or bases upon which you rely for each part of your denial of Request for Admission No. 1.

ANSWER NO. 1: In addition to the basis obvious from the answer itself, the basis for the conditional answer is that the request was overbroad and included false statements or implications. The request also exceeded the permissible bounds for a request for admission of facts.

INTERROGATORY NO. 2: Unless you unconditionally admitted Request for Admission No. 2, provide the basis or bases upon which you rely for each part of your denial of Request for Admission No. 2.

ANSWER NO. 2: In addition to the basis obvious from the answer itself, the basis for the conditional answer is that the request was overbroad and included false statements or

implications. The request also exceeded the permissible bounds for a request for admission of facts.

SUPPLEMENTAL ANSWER NO. 2: Request for admission #2 asked that Respondents admit that they employed H-2B workers during the 2013 season in positions other than as amusement and recreation attendants. The factual basis for the previous denial is that the H-2B workers during the 2013 season performed approved duties within SOC code 39-3091 (amusement and recreation attendants). Further, any work outside of that job code was not a substantial violation because the H-2B workers during the 2013 season conformed to the "incidental-duty" rule and the "dual-position" rule.

Any workers engaged at the winter quarters are planned to work 40 hours per week. Ride attendants may be asked to accompany a piece of equipment to be repaired a winter quarters so that they may set it up and tear it down. They might also engage in light cleaning while the equipment is repaired at winter quarters. They may also be asked to show the mechanics a particular problem.

H-2B workers are not tasked as supervisors. Some of them serve as liaisons between company supervisors and H-2B workers. This is because they are bilingual and able to provide communication services with workers or customers. Some supervisors do not speak Spanish. This role is analogous to a ride foreman or lead for a particular attraction. They do not hire, fire, or determine pay rate. They do not spend a substantial amount of time providing liaison services.

Those individuals performing driving functions are identified as such in the time records.

INTERROGATORY NO. 3: Unless you unconditionally admitted Request for Admission No. 3, provide the basis or bases upon which you rely for each part of your denial of Request for Admission No. 3.

ANSWER NO. 3: In addition to the basis obvious from the answer itself, the basis for the conditional answer is that the request was overbroad and included false statements or implications. The request also exceeded the permissible bounds for a request for admission of facts.

SUPPLEMENTAL ANSWER NO. 3: Request for admission #3 asked Respondents to admit that they provided free housing to all H-2B workers during the 2013 season.

Respondent's #9141 indicates in the addendum for § D.a.7a that "Employer makes available transportation from venue to venue and scheduled transportation to laundry, shopping valued at $25.00 per week." The addendum for § D.a.8a indicates that "Employer makes available mobile housing valued at $125.00 per week."

Respondent's #9142, § G.1-2, indicates that Respondent pays $323.60-$368.40 per week. In § G.3, it states "Employer follows prevailing practices for the Traveling Amusement Industry in regards to housing, transportation and weekly salary for workers."

In the addendum for § F.a.2, it indicates that Respondent is "not subject to an hourly wage," and that "[t]he weekly wage has been calculated based upon a standard 40-hour week using the methodology detailed in Section G.1." In the addendum for § F.a.3, it indicates that Respondent "will pay the weekly salary for each week that the worker is employed." In the addendum for § G.1.a, it again indicates that Respondent is "not subject to an hourly wage." In the addendum for § G.3, it indicates that

> Merit increases and/or bonuses may be awarded at employer discretion.
> As per prevailing practices of the mobile entertainment industry for both similarly employed U.S. and foreign workers:
> - Employer makes available mobile housing valued at $125.00 per week.

- Employer makes available transportation from venue to venue and scheduled transportation to laundry, shopping valued at $25.00 per week ....

If the wage to be paid is higher tha[n] the Variable Prevailing Wage Determination, the employer reserves the right to charge a fee for housing and transportation, but the effective rate of pay will not be lower than the Variable Prevailing Wage Determination.

The 2d addendum for § G.3 stated that "Employer will pay variable prevailing wage in the listed venues as per the 9141 Attached."

The job posting provided that

> Employer will pay the applicable variable prevailing weekly wage ... ranging from $323.60/wk (lowest) to $368.40/wk (highest): $347.88 Average Weekly Wage .... Merit increases and/or bonuses may be awarded at employer discretion. Employer makes available mobile housing valued at $125.00/week. Employer makes available transportation from venue to venue and scheduled transportation to laundry, shopping valued at $25.00/week.

The newspaper advertisement provided that

> employer not subject to Federal hourly wage .... The employer will pay the weekly salary for each week that the worker is employed. Employer will pay the applicable variable prevailing weekly wage for each location ... ranging from $323.60/wk (lowest) to $368.40/wk (highest): $347.88 Average Weekly Wage .... Merit increases and/or bonuses may be awarded at employer discretion. Employer makes available mobile housing valued at $125.00/week. Employer makes available transportation from venue to venue and scheduled transportation to laundry, shopping valued at $25.00/week.

The I-129, part 5, #8, responding to the "Wages per week or per year" by stating "AS PER ATTACHED." The itinerary attached to the I-129 indicated that "Employer follows prevailing practices for the Traveling Amusement Industry in regards to housing, transportation and weekly salary for workers."

In accordance with industry practice and Respondent's labor certification, Respondent claims a credit for the value of its housing.

INTERROGATORY NO. 4: Unless you unconditionally admitted Request for Admission No. 7, provide the basis or bases upon which you rely for each part of your denial of Request for Admission No. 7.

ANSWER NO. 4: In addition to the basis obvious from the answer itself, the basis for the conditional answer is that the request was overbroad and included false statements or implications. The request also exceeded the permissible bounds for a request for admission of facts.

INTERROGATORY NO. 5: If you are seeking a credit or other offset for furnishing housing to any of your H-2B Workers, please state the address of each housing furnished, the name of each of your H-2B Workers who resided in such housing, the time period of each of your H-2B Workers' residence, and the cost of the housing to you.

ANSWER NO. 5: *Objection.* This request is not limited in time or to the implicated workers, and is therefore largely irrelevant. Without waiving this objection, housing was made available at locations reflected on Butler's itinerary and previously produced. Each of the 9 implicated workers lived in the housing during the 2013 season. Respondents are still identifying and preparing cost documentation, and this answer will be supplemented.

SUPPLEMENTAL ANSWER NO. 5: The addresses at, and dates on, which the housing was used during the 2013 season were identified in Respondent's itinerary, produced as Butler 01227-01235. H-2B workers lived in the bunkhouses throughout the season. The names and employment start dates of the 187 H-2B workers during the 2013 season are identified in the attached Excel spreadsheet, Butler 01223-01226. The employment termination dates for the 187 H-2B workers during the 2013 season are identified in the departure records produced as Butler 01701-01758. The cost basis for the bunkhouses is calculated by the company's outside accountant in Butler 01686-01690. If needed, the voluminous supporting documents are available for review at the accountant's office pursuant to 29 C.F.R. § 18.60 (d).

INTERROGATORY NO. 6: Explain each basis upon which you rely for establishing your offered wage rate during the Period of Intended Employment.

ANSWER NO. 6: *Objection*. This interrogatory calls for a legal conclusions not appropriate for interrogatories. Without waiving this objection, "offered wage" is a term of art, and by definition, the basis for the offered wage rate is the ETA Form 9142.

SUPPLEMENTAL ANSWER NO. 6: The term "offered wage" is defined in the operative 2008 rule as "the highest of the prevailing wage, Federal minimum wage, the State minimum wage, or local minimum wage." 20 C.F.R. § 655.4. As such, the offered wage rate is established in Butler's prevailing wage determination (#9141), Butler 01361-01379 and 01347-01349 (2d addendum for § G.3 in the #9142), and Butler 01380-01427 (I-129).

INTERROGATORY NO. 7: Please identify each of your H-2B Workers. (For the purposes of this Interrogatory, the term "identify" shall include but not be limited to each H-2B Worker's: name, last known contact information [address, phone, e-mail address]; job title; job duties; supervisor; rate of pay; method of pay, and period of employment with you for the Period of Intended Employment.)

ANSWER NO. 7: *Objection*. This request is not limited in time or to the implicated workers, and is therefore largely irrelevant. Without waiving this objection, Butler's H-2B workers for the 2013 season were identified in the records already produced for inspection. Specifically, contact information is contained in the Excel spreadsheet for the 2013 H-2B workers.

SUPPLEMENTAL ANSWER NO. 7: The Excel spreadsheet identifying the 2013 H-2B workers is found at Butler 01223-01226. Job title and duties are identified in the #9142, stamped as Butler_01361-01379 and 01347-01349. Supervisors are identified in the payroll records, including the summary of time cards, gathered as Butler 000001-001074. Rate of pay is identified in answer to interrogatory #6 and those same payroll records. Method of pay is identified in answer to interrogatory #14. The period of employment is identified in answer to interrogatory #5.

INTERROGATORY NO. 8: Please identify each practice referenced in your statement that you follow "prevailing practices for the Traveling Amusement Industry in regards to housing, transportation and weekly salary for workers" on page 5, § G of your ETA Form 9142B.

ANSWER NO. 8: This statement indicates that Butler availed itself, as permitted under the 2008 rules, to follow industry practice to provide housing, in and out of country travel, and local convenience travel for a credit, and to use a prepayment plan for compensating wages. Respondents were also entitled to credits for providing visa and inspection fees, and bonuses or merit pay. See also the answer to interrogatory #11.

INTERROGATORY NO. 9: If you dispute any of the Secretary's computations of backwages to your H-2B Workers (attached as EXHIBIT A), please identify and explain each such dispute.

ANSWER NO. 9: *Objection.* The Administrator has not explained how those calculations were made, so it is not possible to answer this interrogatory. Further, by its very nature, once a dispute is acknowledged, there is nothing remaining to "identify and explain." Without waiving this objection, Respondents believe that the Administrator made no allowance for proper credits (including for the duration of the season), nor the issues identified in Respondents' motion for summary judgment, including:

- The unenforceability of the 2008 regulations.
- The binding nature of ETA's prevailing wages.
- The absence of enforceable regulatory requirements.
- It is not necessary to identify every single job task when applying for a prevailing wage.
- The H-2B workers were entitled to work minor or incidental duties outside of their designated job code up to 20% of their time.

- The H-2B workers were entitled to work up to 80% of their time supervising others in the same job code.

SUPPLEMENTAL ANSWER NO. 9: Respondent will supplement this answer once the Administrator produces his file and explains the basis for the calculations.

INTERROGATORY NO. 10: If you dispute the amount of the civil money penalties assessed in this matter, please identify each such dispute.

ANSWER NO. 10: *Objection.* The Administrator has not explained how those calculations were made, so it is not possible to answer this interrogatory. Further, by its very nature, once a dispute is acknowledged, there is nothing remaining to "identify." Without waiving this objection, Respondents simply state that they identify the dispute by acknowledging that they dispute the amount.

SUPPLEMENTAL ANSWER NO. 10: Respondent will supplement this answer once the Administrator produces his file and explains the basis for the calculations. See also the answer to interrogatory #9.

INTERROGATORY NO. 11: Please state each legal offset or other credit you are seeking or expect to seek in this matter to reduce your financial liability. (If you are seeking a housing credit, you need not repeat any information you included in your Answer to Interrogatory No. 5.)

ANSWER NO. 11: This information was already provided in other answers.

SUPPLEMENTAL ANSWER NO. 11: Respondent claims a credit or offset for

- housing,
- local convenience travel,
- in and out of country relocation travel,
- prepayment plan,
- food,

- bonuses or merit pay,
- per diem or supplemental pay,
- spot-to-spot variations in the prevailing wage,
- reimbursement of employee expenses, including personal income taxes,
- other facilities.

INTERROGATORY NO. 12: Please explain your corporate structure with such information to include but not limited to: each principal with their name, title, job duties, and corporate address; the address of each entity; whether any principal has an interest in any other entity; the dates each entity has been in legal existence, whether any entity has a website, and if so, the website address.

ANSWER NO. 12: *Objection.* This request is not limited in time, and is therefore largely irrelevant. Without waiving this objection, Butler's chief executive officer is Michael Brajevich. The Board of Directors consists of Michael Brajevich, Lance Moyer, and Tom Shobaken. Corporate shares are owned by Tammy Quint, Kelly Butler, Kris Brajevich, Jill Moyer, and Sean Butler.

SUPPLEMENTAL ANSWER NO. 12: Mr. Mick Brajevich has no corporate structure.

INTERROGATORY NO. 13: If any information you indicated in your TEC has changed since filing, please identify and explain each such change. (For purposes of this Interrogatory, the term "identify and explain" shall include but not be limited to: an identification of the change, the location (form name, part or subsection, and page number) of each piece of changed information; the reason why the information changed (if any); and the individual or individuals responsible for each such piece of changed information.)

ANSWER NO. 13: *Objection.* This request is not limited in time, and is therefore largely irrelevant. Without waiving this objection, Respondents are not aware of any information in their ETA Form 9142 for the 2013 season that was not accurate at the time the form was submitted.

INTERROGATORY NO. 14: Please explain your method of paying each of your H-2B Workers. (For purposes of this interrogatory only, the term "explain your method of paying" shall include but not be limited to: how you determine the amount of pay, the name

and title of each person who dispenses pay; the method of payment (such as whether cash, check, electronic funds transfer, or any other method), whether payment is made to all H-2B Workers at the same time; the name and title of the individual who determines who will be paid first; if pay is contained in an envelope, the name and title of each of your employees who handled the envelope before it is given to each H-2B Worker, and; whether all H-2B Workers are paid on the same day.)

ANSWER NO. 14: *Objection.* This request is not limited in time or to the implicated workers, and is therefore largely irrelevant. Without waiving this objection, in 2013, Butler's H-2B employees in 2013 were paid in cash on Sunday. They countersigned their pay statement, and the pay statements were sent to the Beaverton office.

SUPPLEMENTAL ANSWER NO. 14: Kelley Butler and Gena Tuttle ran that function. The unit manager determines base pay. Additional pay is available in the event that a worker does more work. Workers are paid in the order in which they arrive at the office window. They are eligible to be paid as soon as they have finished working that evening. Some workers voluntarily choose to wait before seeking their pay. The office manager places the cash payment in an envelope with the name and amount for each worker, and each worker counts the amount to verify accuracy.

INTERROGATORY NO. 15: Please identify each person involved in paying your H-2B Workers.

ANSWER NO. 15: *Objection.* This request is not limited in time or to the implicated workers, and is therefore largely irrelevant. Without waiving this objection, in 2013, Butler is the employer and was responsible for paying.

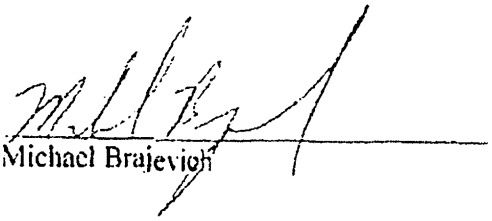
SUPPLEMENTAL ANSWER NO. 15: See answer #14.

INTERROGATORY NO. 20 [sic]: Are you able to meet your financial obligations?

ANSWER NO. 20 [sic]: *Objection.* This request is not limited in time or to the implicated workers, and is therefore largely irrelevant. It also appears to go to collectibility, for which

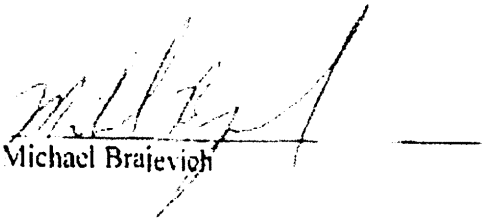
discovery is inappropriate at least until an adverse judgment is obtained. Without waiving this objection, in 2013, Butler satisfied DHS's definition of financial viability.

I, **Michael Brajevich**, am chief executive officer of BUTLER AMUSEMENTS, INC., and am duly authorized by the corporation to execute these answers to interrogatories under oath on its behalf. The information set forth in these answers was collected by others and such information is not necessarily within my personal knowledge. However, on behalf of the corporation, I solemnly affirm under penalties of perjury that the foregoing answers to interrogatories are true to the best of my knowledge, information and belief.



Michael Brajevich

I, **Michael Brajevich**, execute these answers to interrogatories under oath. The information set forth in these answers was collected by others and such information is not necessarily within my personal knowledge. I solemnly affirm under penalties of perjury that the foregoing answers to interrogatories are true to the best of my knowledge, information and belief.



Michael Brajevich

R. WAYNE PIERCE
The Pierce Law Firm, LLC
133 Defense Highway, Suite 201

Annapolis, MD 21401
Phone: 410-573-9955
Fax: 410-573-9956
Email: wpierce@adventurelaw.com

Attorney for Respondents

CERTIFICATE OF SERVICE

Respondents Butler Amusements, Inc., and Michael Brajevich, hereby certify that on **April 1, 2019,** copies of the following:

1. Respondents' Suplemental Answers to Interrogatories

Were Federal Expressed, and a copy was e-mailed, to:

Jeannie Gorman
US Department of Labor
Office of the Solicitor
300 5th Avenue, Suite 1120
Seattle, Washington 98104-2397
Ph: (206) 757-6762
Fax: (206) 757-6761
Gorman.jeannie@dol.gov

And a copy of the notice of service was mailed to:
Chief Docket Clerk
Office of Administrative Law Judges
800 K Street NW, Suite 400
Washington, DC 20001-8002

R. WAYNE PIERCE

RC
5/8/19
MB

U.S. Department of Labor

Office of the Solicitor
300 Fifth Ave., Suite 1120
Seattle, Washington 98104-2397
(206) 757-6762
FAX (206) 757-6761

RECEIVED

APR 09 2019

Office of Administrative Law Judges
San Francisco, Ca

April 5, 2019

VIA UPS
Hon. Richard Clark
U.S. Department of Labor
Office of Administrative Law Judges
90 Seventh Ave., Suite #4-800
San Francisco, CA 94103

RE: *Administrator v. Butler Amusements, Inc.* et al.
Case No. 2018-TNE-00019
Our SOL#: 09021900029

Dear Judge Clark:

Enclosed please find the Administrator's Certificate of Service for his Motion to Quash filed with you on April 4, 2019. Our Relief Requested asks for a telephone conference with you next week, before Friday, April 12. Respondents' counsel has indicated his amenability to making his Response verbally to you in that phone conference so that a timely ruling may issue before discovery cuts off on April 15, 2019.

Thank you for your cooperation.

Very truly yours,

Bruce L. Brown
Associate Regional Solicitor

By: _____
Jeannie Gorman
Senior Trial Attorney

cc: Wayne Pierce (via email and UPS)

Working to Improve The Lives of America's Working Families

CERTIFICATE OF SERVICE

The undersigned hereby certifies that she is an employee in the Office of the Solicitor, U.S. Department of Labor, at Seattle, Washington, and is a person of such age and discretion as to be competent to serve papers.

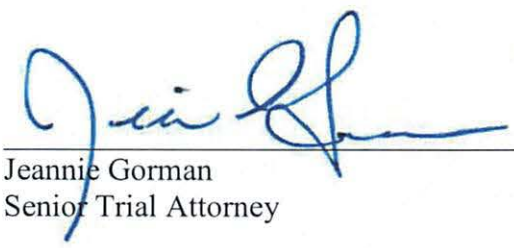
That on April 4, 2019, she caused the Administrator's Emergency Motion to Quash, supporting exhibits and supporting Declarations, to be served by personal delivery to the OALJ at the following address:

Hon. Judge Richard Clark
U.S. Department of Labor: OALJ
90 Seventh Ave., Suite 4-800
San Francisco, CA 94103

On April 4, 2019, she caused the Administrator's Emergency Motion to Quash, supporting exhibits, and supporting Declarations, to be served electronically and via UPS upon the following counsel for Respondents:

R. Wayne Pierce
The Pierce Law Firm, LLC
133 Defense Highway, Suite 201
Annapolis, MD 21401

On April 5, 2019, this Certificate of Service was served on the OALJ at the above address via UPS. On April 5, 2019, this Certificate of Service was served on Mr. Pierce at the above address via email and UPS.

By: 

Jeannie Gorman
Senior Trial Attorney

EC 5/8/19 MB

U.S. Department of Labor

Office of the Solicitor
300 Fifth Ave., Suite 1120
Seattle, Washington 98104-2397
(206) 757-6762
FAX (206) 757-6761

April 5, 2019

VIA FAX
Hon. Richard Clark
U.S. Department of Labor
Office of Administrative Law Judges
90 Seventh Ave., Suite #4-800
San Francisco, CA 94103

RECEIVED
APR 05 2019
Office of Administrative Law Judges
San Francisco, Ca

RE: *Administrator v. Butler Amusements, Inc.* et al.
Case No. 2018-TNE-00019
Our SOL#: 09021900029

Dear Judge Clark:

On April 4, 2019, your Clerk, Rebecca Vorpe, contacted me about the Administrator's Reply to his Motion to Compel in light of Respondents' Response opposing the Administrator's Motion to Compel. Ms. Vorpe asked and I agreed to put the Administrator's position in writing. Ms. Vorpe indicated that a Reply letter was permissible. She gave me permission to fax this Reply letter to you.

Respondents' Response to the Administrator's Motion to Compel fails to identify any specific discovery answer or response which their supplementation supposedly cures. Instead, Respondents offer only a blanket statement that they have supplemented discovery, without specifically addressing any deficiency identified by the Administrator. The Administrator does not withdraw his Motion to Compel. The Administrator does not agree that Respondents' supplementation cures any identified discovery deficiency because Respondents have not pointed to any specific cure they have provided, but instead require the Administrator to review over 1800 documents to make such a determination.

Both parties have the obligation to participate in good faith in the discovery process. The Adminsitrator has done so by properly propounding discovery, and providing Respondents with the detailed reasons why each one of their objectionable answers and responses was deficient. Because Respnodents have failed to provide this Court with a detailed response as to why their supplementation cures any deficiency identified by the Administrator, it appears Respondents have denied this Court the opportunity to consider their position.

Thank you for your cooperation.

Very truly yours,

Bruce L. Brown
Associate Regional Solicitor

By: _____
Jeannie Gorman
Senior Trial Attorney

cc: Wayne Pierce (via email and UPS)

****

*** Receive Results ***

****

Receive job successful.

Job No.	8529
Address	2067576761
Name	
Start Time	04/05 08:36 AM
Call Length	00'29
Sheets	2
Result	OK

FAX TRANSMISSION

U.S. DEPARTMENT OF LABOR
OFFICE OF THE SOLICITOR
300 Fifth Ave., Suite 1120
Seattle, WA 98104
(206) 757-6762
Fax: (206) 757-6761

To:	Hon. Richard Clark	**From:**	Jeannie Gorman
Organization:	OALJ	**Regarding:**	Case No 2018-TNE-19
Telephone:	(415) 625-2200	**Date:**	April 5, 2019
Facsimile:	(415) 625-2201	**Total Pages with this cover sheet:**	Two

COMMENTS:

Permission to fax granted by Rebecca Vorpe on April 4, 2019

NOTE: The information contained in this facsimile document is confidential and intended only for the use of the individual named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, copying or use of this communication is strictly prohibited. If you have received this communication in error, please notify the sender of this document immediately by telephone and return the original document to the above address via the U.S. mail. Should you have any questions regarding the transmission of this document, please contact the sender noted above.

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES

In the Matter of:	*	
ADMINISTRATOR,	*	
WAGE & HOUR DIVISION		**Case No.:** 2018-TNE-00019
Plaintiff	*	
		WHD Reference #: 1689932
v.	*	
BUTLER AMUSEMENTS, INC., and	*	
MICHAEL BRAJEVICH		
Respondents	*	

* * * * * * * * * * * * * *

RESPONDENTS' SURREPLY TO MOTION TO COMPEL

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Office of Administrative Law Judges
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R. Wayne Pierce, Esquire
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wpierce@adventurelaw.com
Attorney for Respondent

April 8, 2019

RESPONDENTS' OPPOSITION TO MOTION TO COMPEL

Pursuant to 29 C.F.R. § 18.32 (b),[1] Respondents submit this surreply as to the motion to compel:

1. Counsel communicated multiple times last week via e-mail and telephone. Respondents were unaware throughout those communications that the Administrator contended that there was some undisclosed deficiency.

2. Even after reviewing the Administrator's letter, the Respondent still do not know what the purported deficiency might be. If the Administrator thinks that there is some further deficiency, Respondents cannot be more responsive without knowing anything further. Nor can an order to compel accomplish anything further without providing the specificity that the Administrator chose to ignore.

3. The Administrator implies that there is some sort of technical advantage that he helps to secure by maintaining a veil of secrecy. That is the antithesis of good faith.

4. Without any supporting citation, the Administrator incredibly contends that he received a large volume of documents and no way to interpret them. Respondents spent an inordinate amount of time painstakingly responding to that discovery and definitely believes that it responded to all of the Administrator's prior grievances. Respondents even went above and beyond and provided some of the Respondents' own internal work product (such as an index of the documents), just to make the Administrator's job a little easier. Although it will accomplish little, if any good, Respondents have reluctantly attached a copy of their supplemental interrogatory answers. **Exhibit 1**, Respondents' Supplemental Interrogatory

[1] Respondents were advised by telephone on Friday to file a written "surreply" to the motion to compel by 4:30 PM PDT. Respondents assume that this is directed to the letter that the Administrator telefaxed on April 5, 2019.

Answers. The Administrator contends that there are no "pointers" to where specific information might be found. To the contrary, the interrogatory answers contain no less than 11 such pointers, precisely because the Administrator raised that objection and the Respondents attempted to dispel it. Nearly all of the answers are replete with factual detail.

CONCLUSION

For the foregoing reasons, Respondents request that the motion to compel be denied.

R. WAYNE PIERCE
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Attorney for Respondents

CERTIFICATE OF SERVICE

Respondents Butler Amusements, Inc., and Michael Brajevich hereby certify that on **April 1, 2019,** copies of the following:

1. Respondents' Surreply to the Motion to Compel

Were mailed, and a copy was e-mailed, to:

Jeannie Gorman
US Department of Labor
Office of the Solicitor
300 5th Avenue, Suite 1120
Seattle, Washington 98104-2397
Ph: (206) 757-6762
Fax: (206) 757-6761
Gorman.jeannie@dol.gov

And a copy was telefaxed only to:

Judge Richard M. Clark
U.S. Department of Labor
Office of Administrative Law Judges
90 Seventh Street, Suite 4-800
San Francisco, California 94103-1516
415-625-2201

And a copy was mailed to:
Chief Docket Clerk
Office of Administrative Law Judges
800 K Street NW, Suite 400
Washington, DC 20001-8002

R. WAYNE PIERCE

RC 5/8/19 MB

U.S. Department of Labor

Office of the Solicitor
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Seattle, Washington 98104-2397
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April 9, 2019

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Office of Administrative Law Judges
San Francisco, Ca

VIA FAX
Hon. Richard Clark
U.S. Department of Labor
Office of Administrative Law Judges
90 Seventh Ave., Suite #4-800
San Francisco, CA 94103

RE *Administrator v. Butler Amusements, Inc.* et al.
Case No. 2018-TNE-00019
Our SOL#: 09021900029

Dear Judge Clark:

Attached please find the Administrator's Unopposed Motion for leave to Amend the Summary of Violations. Permission to fax this Motion to the Court was granted yesterday by Ms. Ballard.

Thank you.

Very truly yours,

Bruce L. Brown
Associate Regional Solicitor

By: _____
Jeannie German
Senior Trial Attorney

cc: Wayne Pierce (via email only)

Bruce L. Brown
Associate Regional Solicitor
Jeannie Gorman, Attorney
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RECEIVED
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San Francisco, Ca

OFFICE OF THE ADMINISTRATIVE LAW JUDGES
UNITED STATES DEPARTMENT OF LABOR

ADMINISTRATOR, WAGE AND HOUR DIVISION, UNITED STATES DEPARTMENT OF LABOR, Plaintiff, v. BUTLER AMUSEMENTS, INC. and MICHAEL BRAJEVICH, Respondents	ADMINISTRATIVE PROCEEDING Case No. 2018-TNE-00019 **ADMINISTRATOR'S UNOPPOSED MOTION FOR LEAVE TO FILE AMENDMENT TO ADMINISTRATOR'S DETERMINATION: SUMMARY OF VIOLATIONS**

NOTICE OF CONFERENCE PURSUANT TO 29 C.F.R. §18.33(C)(3)

The undersigned counsel for the Administrator conferred with counsel for Respondents electronically on April 8, 2019. Respondents do not oppose the instant Motion.

COMES NOW the the Prosecuting Party, the Administrator of the Wage and Hour Division (the "Administrator"), and, pursuant to 29 C.F.R. §18.33, asks this Court's Leave to file an amended Summary of Violations to the Administrator's Determination Letter.

1. Pursuant to 20 C.F.R. §655.70 (2008 regulations), the Administrator's final Determination Letter was issued on February 6, 2018. This Determination Letter included violations for

nine misclassified nonimmigrant workers, referencing backwages due them in the amount of $24,987.60.

2. In preparation for a hearing in this matter scheduled to begin on May 8, 2019, the Administrator has carefully reviewed the backwages sought for misclassified nonimmigrant employees.

3. As a result of that review, the Administrator has revised the number of misclassified workers from nine to ten, and has revised the amount of the backwages due them to $23,952.60.

4. Here, the Administrator seeks to amend the Summary of Violations which was appended to the Administrator's Determination Letter to reflect this revised computation. The amended Summary of Violations is attached.

5. The administrative law judge may allow the parties to amend their pleadings under such circumstances. 29 C.F.R. §18.36; FRCP 15(a)(2) ("[t]he court should freely give leave when justice so requires."). *See also* Foeman v. Davis, 371 U.S. 178, 182 (1962) (leave to amend should be freely granted absent a showing of undue delay, bad faith, undue prejudice, or futility).

6. As this Motion for Leave merely replaces the amount of the backwages sought by the Administrator, the Court's granting of this Motion will not unduly prejudice Respondents or cause undue delay.

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Respectfully submitted this 9th day of April, 2018.

Kate O'Scannlain
Solicitor of Labor

Janet M. Herold
Regional Solicitor

Bruce L. Brown
Associate Regional Solicitor

Jeannie Gorman
Senior Trial Attorney

By: _____
U.S. DEPARTMENT OF LABOR
Attorneys for Plaintiff

006/006
DEPT OF LABOR-SOL
04/09/2019 09:24 FAX 2067576781

Summary of Violation and Remedy

Please note that where Butler Amusements, Inc. violated both an I-129 requirement and the corresponding 9142 Application requirement, the associated back wages and civil money penalties are listed under each citation. However, the back wages and civil money penalties for such violations will be collected under only one citation.

Violation Name/ Description	Type of Violation	Applied Enforcement Document(s)	Affected 9142 Application and/or I-129 Petition	Violated Attestation and/or Requirement	Back Wages Assessed	Civil Money Penalty Assessed	Total(s) Due for Payment Regarding this Violation
Improper Job Classification: Butler Amusements, Inc. placed workers in occupation(s) other than listed on the I-129 Petition or the 9142 Application.	[X] Substantial Failure	9142	H-400-12313-874905	Attestation #13 & 20 CFR 655.22(n)	$23,952.60	$10,000.00	Back wages: $23,952.60
	[ ] Willful Misrepresentation	I-129	I-129 dated 12/17/2012	Part 5, question 1	$23,952.60	$10,000.00	CMP: $10,000.00

FAX TRANSMISSION

U.S. DEPARTMENT OF LABOR
OFFICE OF THE SOLICITOR
300 Fifth Ave., Suite 1120
Seattle, WA 98104
(206) 757 6762
Fax: (206) 757-6761

To:	Hon. Richard Clark	**From:**	Jeannie Gorman
Organization:	OALJ	**Regarding:**	Case No 2018-TNE-19
Telephone:	(415) 625-2200	**Date:**	April 9, 2019
Facsimile:	(415) 625-2201	**Total Pages with this cover sheet:**	Six

COMMENTS:

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Office of Administrative Law Judges
San Francisco, Ca

Permission to fax granted by Maryanne Ballard on April 8, 2019

NOTE: The information contained in this facsimile document is confidential and intended only for the use of the individual named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, copying or use of this communication is strictly prohibited. If you have received this communication in error, please notify the sender of this document immediately by telephone and return the original document to the above address via the U.S. mail. Should you have any questions regarding the transmission of this document, please contact the sender noted above.

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Result	OK

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UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES

In the Matter of:	*	
ADMINISTRATOR, WAGE & HOUR DIVISION	*	Case No.: 2018-TNE-00019
Plaintiff	*	WHD Reference #: 1689932
v.	*	
BUTLER AMUSEMENTS, INC., and MICHAEL BRAJEVICH	*	
Respondents	*	

* * * * * * * * * * * * * *

RESPONDENTS' AMENDED OPPOSITION TO MOTION TO QUASH

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Office of Administrative Law Judges
San Francisco, Ca

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Attorney for Respondent

April 11, 2019

RESPONDENTS' AMENDED OPPOSITION TO MOTION TO COMPEL

Pursuant to 29 C.F.R. § 18.32 (b),[1] Respondents oppose the motion to quash and say:

Deposition Date. As clearly reflected on the face of the notice to depose, the purpose of sending the notice to depose was to begin the discussion as to the time and place. The parties quickly agreed to a schedule, but it does fall outside of the discovery cut off. In light of the parties' agreement, Respondents request leave to conduct the depositions of investigator Carrie Aguilar and the Administrator's corporate representative after the discovery cut off, which is currently scheduled for Monday, April 15.

The Administrator's Position Is Extreme. Courts are understandably "reluctant" to quash a deposition unless there are "extraordinary circumstances." Jeffrey W. Stempel, *Depositions by Oral Examination*, in 7 James W. Moore, *Moore's Federal Practice* § 30.50, at 30-100 (3d ed. 2018). It makes little sense to restrict broad questioning of a corporate representative because it merely provokes motion practice and multiple deposition notices. *Id.* § 30.25 [4], at 30-74.2.

According to the Administrator, there is no such thing as a corporate representative deposition and such depositions have been effectively written out of the approved administrative procedures. Each of the 6 topics to which the Administrator has not lodged an objection are nothing more than the factual components of investigator Carrie Aguilar's investigation. Those topics are:

- #3 – the Administrator's methodology for calculating CMP's and back wages

[1] Respondents learned by e-mail on the afternoon of April 10, 2019, that the scheduled telephone hearing was canceled and that this amended opposition would be permitted to be filed by noon today.

- #8 – the corporate representative's background and experience
- #10 – the records generated by the Administrator's investigation
- #18 – the factual basis why the Administrator contends that the Respondents failed to comply with a legal requirement
- #19 – the factual basis why Respondents are not entitled to various credits
- #26 – the factual basis why the administrator contends that the Respondents violated the H-2B regulations

Although these topics are admittedly proper, the Administrator should not be permitted to frustrate the legitimate ends of discovery and established practice.

Overbreadth. The Administrator contends that it is "overbroad" and irrelevant to ask a corporate representative about the topics already designated by the Administrator in the Administrator's own discovery. If those topics are overbroad or irrelevant, the Administrator has not made any such showing. Further, if those topics actually are overbroad or irrelevant, then the Administrator should not have asked them in the first place.

Respondents will provide some examples to illustrate that the Administrator's subjection is unfounded.

- Interrogatory #2 asks for the factual basis why Respondents' employees did not act outside of the job code for amusement and recreation attendants. Setting aside the difficulty of proving a negative, this topic goes to a central issue in the case and is far from overbroad or irrelevant.

- Interrogatory #3 asked for the factual basis why Respondents did not provide "free housing." This topic goes to a central issue in the case of whether Respondents are entitled to a credit for providing housing to their workers.
- Interrogatory #5 asked for the addresses at which housing was provided. If the Administrator has contrary evidence, the Respondents are entitled to discover it for the purpose of determining the Respondents' credit for providing that housing.
- Interrogatory #6 asked that Respondents identify their offered wage rate. This topic is obviously relevant to determining whether there were violations and the proper calculation of back wages and CMP's.
- Interrogatory #7 asked for the identity of Respondents' H-2B workers. Respondents are entitled to determine whether the Administrator has a factual basis for disputing the list of potential witnesses.
- Interrogatory #9 and 10 asked for our factual basis to dispute the Administrator's calculation of back wages and CMP's. If the Administrator disputes our factual basis to do so, then the Respondents are entitled to that discovery.
- Interrogatory #14 asked for the factual basis of how the Respondents paid their H-2B workers. If the Administrator disputes those facts, then the Respondents should be entitled to that discovery.

The Administrator has *not* contended that any of these specific topics are so vague or ambiguous that the Administrator cannot prepare a corporate representative. If the Administrator wants to have such a discussion, we are certainly open to do so.

Respondents' Own Practices. The Administrator contends that Respondent cannot ask a corporate representative about subjects the Respondents may already know. To the contrary, that is exactly the purpose of these types of topics.

If the Administrator, after a reasonable search, has no information on a topic, then he need do nothing more than say so under oath. The mere fact that the Respondent may already know something about the topic does not undercut the fact that discovery is proper to narrow the dispute. Fed. R. Civ. Proc. 26 (b) (1) (scope of discovery). If in fact the Administrator has no intent to offer evidence to dispute Respondents' evidence, then they should say so under oath.

The Administrator is plainly misreading the designated topics. Topic #20 asked about the Department's approved procedures for choosing a particular job code. That is most definitely not within the Respondents' own practices. It is not responsive for an individual fact witness to claim lack of knowledge for the "incidental duty" or "dual position" rules; what matters is whether the Division is aware. Although the corporate representative need not have firsthand knowledge, the corporate representative is responsible to prepare based upon the information "known or reasonably available" to the entity. 29 C.F.R. § 18.64 (b) (6); *Advisory Comm. Notes* (1971); Jeffrey W. Stempel, *Depositions by Oral Examination*, in 7 James W. Moore, *Moore's Federal Practice* § 30.25 [3], at 30-67 to -68 (3d ed. 2018).

Privilege. The Administrator has now produced redacted witness statements as its purported trial exhibits, and Respondents anticipate that the Administrator will produce unredacted witness statements by the time of trial. At a minimum, Respondents should be permitted to ask questions based upon the material that has now been produced. If a

privilege applies, then it should be asserted at that time. In the meantime, there is nothing objectionable with asking about the interview process or data that does not identify sources.

Relevance. Finally, the Administrator contends that certain topics are "irrelevant." In an administrative proceeding, relevance is not a particularly demanding standard. As acknowledged in the determination letter, the governing regulation is the 2008 H-2B rules. 73 Fed. Reg. 78020 (Dec. 19, 2008). The governing regulation has established the rules of evidence in their entirety.

> As provided in the Administrative Procedure Act, ... *any* oral or documentary evidence may be received in proceedings under this part. The ... Rules of Evidence [in] ... 29 C.F.R. part 18, subpart B ... *shall not apply*, but principles designed to ensure production of *relevant and probative evidence* shall guide the admission of evidence. The administrative law judge may exclude evidence which is *immaterial, irrelevant, or unduly repetitive*.

Respondent's Exh. 74, at 46 (emphasis added), *codified as* 20 C.F.R. § 655.72 (b). *Accord* 5 U.S.C. § 556 (d) ("*Any* oral or documentary evidence may be received, but the agency as a matter of policy shall provide for the exclusion of *irrelevant, immaterial, or unduly repetitious* evidence."). *See also* 29 C.F.R. § 18.402 ("All relevant evidence is admissible ...."); *Attorney General's Manual on the Administrative Procedure Act* 76 (1947) ("the technical rules of evidence will not be applicable to administrative hearings.").

In sum, the only "rules of evidence" are that Respondents' evidence must be relevant and material or probative. *Compare Webster's Encyclopedic Unabridged Dictionary of the English Language* 884 (1989) ("material" means "pertinent or essential ...: evidence material to our lawsuit") *with id.* 1146 ("probative" means "affording proof or evidence"). These are – by design – not particularly burdensome standards. *Attorney General's Manual* at 76 ("Agency action must be supported by 'reliable, probative, and substantial evidence.' ... These are standards or principles usually applied tacitly and resting mainly upon common sense which

people engaged in the conduct of responsible affairs instinctively understand.") (internal quotation omitted). Everything else goes to the weight to be ascribed to the evidence, not its admissibility. *See Attorney General's Manual* at 76 ("the mere admission of evidence is not to be taken as prejudicial error (there being no lay jury to be protected from improper influence) although *irrelevant*, immaterial, and unduly repetitious evidence is ***useless*** and is to be excluded as a *matter of efficiency and good practice.*") (internal quotation omitted) (emphasis added). Further, this is discovery and the Respondents are entitled to determine whether any of these inquiries are likely to lead to admissible evidence.

Each of the identified topics is quite relevant to the allegations.

- Topic #9 – This topic is not "useless" because the Administrator's enforcement policies for these specific violations are related to the factors that must be considered to adjudge CMP's. Further, the Administrator's prior "practice" is itself a "rule" that Respondents may wish to invoke as a defense. 5 U.S.C. § 551 (4).
- Topic #11 – This topic is not "useless" because the timing of Respondents' purported violations is relevant to the statute of limitations issue.
- Topic #13 – If the Administrator intends to claim at trial that Respondents engaged in other regulatory deficiencies, Respondents want to know about it now. As a result this topic is not "useless."
- Topic #14 – This topic is not "useless" because the labor certification approved in this case specifically indicated that the Respondent complied with industry custom and practice, and Respondents want to know whether the Administrator disputes that fact and the meaning of that phrase. Also,

industry custom and practice is relevant to showing whether the Respondents were reckless in committing any particular violations.

- Topic #15 – This topic is not "useless" because the Respondents seek wage credits and interest paid, but it is anticipated that the Administrator will argue that provisions under the Fair Labor Standards Act prohibited Respondents from doing so. As a result, Respondents are entitled to discovery as to whether the FLSA has been violated and whether Respondents are exempt from those provisions.
- Topics #16, 17, 28 and 30 – This topics are not "useless" because they seek the factual basis for willful misrepresentations, substantial failures, recklessness, and the substantiality of any violations. These topics are similar to Topics #18 and 26, which the Administrator has not challenged and which the Administrator has failed to distinguish. It is rather astonishing that the Administrator wants to prohibit Respondents from asking questions regarding the evidence supporting these *prima facie* elements of the Administrator's case. If the Administrator wishes to stipulate that he has no evidence to support any of those elements, that should substantially simplify the case; otherwise, Respondents are entitled to know what the evidence might be to support the Administrator.

CONCLUSION

For the foregoing reasons, Respondents request that the motion to quash be denied.

R. WAYNE PIERCE
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Phone: 410-573-9955
Fax: 410-573-9956
Email: wpierce@adventurelaw.com

Attorney for Respondents

CERTIFICATE OF SERVICE

Respondents Butler Amusements, Inc., and Michael Brajevich hereby certify that on **April 1, 2019,** copies of the following:

1. Respondents' Opposition to Motion to Quash

Were mailed, and a copy was e-mailed, to:

Jeannie Gorman
US Department of Labor
Office of the Solicitor
300 5th Avenue, Suite 1120
Seattle, Washington 98104-2397
Ph: (206) 757-6762
Fax: (206) 757-6761
Gorman.jeannie@dol.gov

And a copy was telefaxed only to:

Judge Richard M. Clark
U.S. Department of Labor
Office of Administrative Law Judges
90 Seventh Street, Suite 4-800
San Francisco, California 94103-1516
415-625-2201

And a copy was mailed to:
Chief Docket Clerk
Office of Administrative Law Judges
800 K Street NW, Suite 400
Washington, DC 20001-8002

R Wayne Pierce

R. WAYNE PIERCE

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THE PIERCE LAW FIRM, LLC

AdventureLaw

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Office of Administrative Law Judges

Fax No.: ~~202-693-7365~~ 415-625-2201 Phone No.: 202-693-7300

From: R. Wayne Pierce Phone No.: 410-573-9959

Date: 04/11/19 Time:

File No.: 16108 Pages including cover: 11

Message:

Please find attached a motion from Mr. Pierce regarding **Case No.:** 2018-TNE-00019.

Thank you.

Confidentiality Notice - The information in this transmission is intended only for the individual or entity named above. It may be legally privileged and confidential. If you have received this information in error, notify us immediately by calling our operator at the number set forth below. Send the original transmission to us by mail. Return postage is guaranteed. If the reader of this message is not the intended recipient, you are hereby notified that any disclosure, dissemination, distribution or copying of this communication or its contents is strictly prohibited. If you do not receive all pages or have any problems with receiving this transmission, please call.

U.S. Department of Labor

Office of Administrative Law Judges
90 Seventh Street, Suite 4-800
San Francisco, CA 94103-1516

(415) 625-2200
(415) 625-2201 (FAX)

Issue Date: 12 April 2019

CASE NO.: 2018-TNE-00019

In the Matter of:

ADMINISTRATOR, WAGE & HOUR DIVISION,
Prosecuting Party,

v.

BUTLER AMUSEMENTS, INC. AND
MICHAEL BRAJEVICH, an individual,
Respondents.

ORDER GRANTING LEAVE TO AMEND

This matter arises under the H-2B provisions of the Immigration and Nationality Act ("INA"), 8 U.S.C. §§ 1101(a)(15)(H)(ii)(b), 1184(c)(1), (14), the 2008 implementing regulations at 20 C.F.R. Part 655, Subpart A (2009), and the applicable procedural regulations at 29 C.F.R. Part 503, Subpart C. A hearing is scheduled for May 8 to 10, 2019, in Portland, Oregon.

On February 6, 2018, the Administrator, Wage and Hour Division of the U.S. Department of Labor, ("Administrator") issued a Determination Letter finding that Butler Amusements, Inc. and Michael Brajevich ("Respondents") substantially failed to comply with the proper job classification requirements of the H-2B program. The Administrator sought unpaid wages and assessed a civil money penalty. Respondents subsequently requested a hearing on the Administrator's determination. *See* 29 C.F.R. § 503.43.

On April 9, 2019, the Administrator filed an Unopposed Motion for Leave to File Amendment to Administrator's Determination: Summary of Violations. The February 6, 2018 Determination Letter included violations for nine misclassified nonimmigrant workers and referenced back wages due in the amount of $24,987.60. In preparing for hearing, the Administrator "carefully reviewed the back wages sought for misclassified nonimmigrant employees," and now seeks to revise the number of misclassified workers from nine to ten and revise the amount of the back wages due to $23,952.60. The counsel for the Administrator indicated she conferred with Respondents' counsel on April 8, 2019, and that Respondents do not oppose the motion. Attached to the motion is a revised Summary of Violation and Remedy form.

The Rules of Practice and Procedure for Administrative Hearings Before the Office of Administrative Law Judges found at 29 C.F.R. Part 18 apply in this matter to the extent they do not conflict with the provisions in 29 C.F.R. Part 503. 29 C.F.R § 503.44(a). Because 29 C.F.R. Part 503

does not provide for any specific relevant procedure, amendment of a claim under the Act is governed by 29 C.F.R. § 18.36 which states, "[t]he judge may allow parties to amend and supplement their filings." 29 C.F.R. § 18.36; *see also* Fed. R. Civ. P. 15(a)(2) (a court "should freely give leave [to amend] when justice so requires."). As Respondents do not oppose the Administrator's motion and I find that the amendment is allowable under 29 C.F.R. § 18.36, the Administrator's motion is granted. The number of misclassified workers is changed from nine to ten and the amount of back wages sought at the hearing is changed to $23,952.60, as reflected in the attached revised Summary of Violation and Remedy form.

SO ORDERED.

Digitally signed by Richard M.Clark
DN: CN=Richard M.Clark, OU=Administrative Law Judge, O=US DOL Office of Administrative Law Judges, L=San Francisco, S=CA, C=US
Location: San Francisco CA

RICHARD M. CLARK
Administrative Law Judge

SERVICE SHEET

Case Name: **WAGE_AND_HOUR_DIVISI_v_BUTLER_AMUSEMENTS_IN_**

Case Number: **2018TNE00019**

Document Title: **ORDER GRANTING LEAVE TO AMEND**

I hereby certify that a copy of the above-referenced document was sent to the following this 12th day of April, 2019:

Digitally signed by MARYANNE B. BALLARD
DN: CN=MARYANNE B. BALLARD, OU=LEGAL ASSISTANT, O=US DOL Office of Administrative Law Judges, L=San Francisco, S=CA, C=US
Location: San Francisco CA

MARYANNE B. BALLARD
LEGAL ASSISTANT

Jeannie Gorman, Esq.
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{Hard Copy - Regular Mail}

Michael Brajevich, CEO
Butler Amusements, Inc.
8035 SW Cirrus Drive, Ste 21-E
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Marc A Pilotin, Esq.
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Counsel for Trial Litigation
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U.S. Department of Labor

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San Francisco, CA 94103-1516

(415) 625-2200
(415) 625-2201 (FAX)

Issue Date: 12 April 2019

CASE NO.: 2018-TNE-00019

In the Matter of:

ADMINISTRATOR, WAGE & HOUR DIVISION,
Prosecuting Party,

v.

BUTLER AMUSEMENTS, INC. AND
MICHAEL BRAJEVICH, an individual,
Respondents.

ORDER GRANTING IN PART AND DENYING IN PART MOTION TO COMPEL

This matter arises under the H-2B provisions of the Immigration and Nationality Act ("INA"), 8 U.S.C. §§ 1101(a)(15)(H)(ii)(b), 1184(c)(1), (14), the 2008 implementing regulations at 20 C.F.R. Part 655, Subpart A (2009)[1], and the applicable procedural regulations at 29 C.F.R. Part 503, Subpart C. A hearing is scheduled for May 8 to 10, 2019, in Portland, Oregon.

On February 6, 2018, the Administrator, Wage and Hour Division of the U.S. Department of Labor, ("Administrator") issued a Determination Letter finding that Butler Amusements, Inc. and Michael Brajevich ("Respondents") substantially failed to comply with the proper job classification requirements of the H-2B program. The Administrator found that Respondents failed to pay a number of misclassified H-2B workers for the period from February 1, 2013, to April 24, 2013. The Administrator sought unpaid wages and assessed a civil money penalty. Respondents subsequently requested a hearing on the Administrator's determination. *See* 29 C.F.R. § 503.43.

On March 14, 2019, the Administrator filed a Motion to Compel Respondents' Answers and Responses to Discovery ("Mot."). On April 1, 2019, Respondents filed an Opposition to Motion to Compel ("Opp."). On April 5, 2019, the Administrator filed a Reply, and on April 8, 2019, Respondent submitted a Sur-reply.

As explained below, the Administrator's Motion is granted in part and denied in part.

[1] The 2008 H-2B regulations were promulgated on December 19, 2008, effective on January 18, 2009, and codified into the Code of Federal Regulations in 2009. *Labor Certification Process and Enforcement for Temporary Employment in Occupations Other Than Agriculture or Registered Nursing in the United States (H-2B Workers), and Other Technical Changes*, 73 Fed. Reg. 78,020 (Dec. 19, 2008).

Background

The Administrator served Respondents with discovery requests on December 14, 2018, which Respondents answered on January 16, 2019. Mot., Ex. A, B. The Administrator determined that a number of Respondents' answers were deficient and sent them a letter detailing the asserted deficiencies. Mot., Ex. C. The Administrator felt that Respondents' answers to eight Requests for Admission ("RFAs"), thirteen Interrogatories, and ten Requests for Production ("RFPs") were deficient. The parties conferred regarding the discovery dispute on January 31, 2019, and Respondents agreed to supplement some discovery answers by February 19, 2019. Mot., Ex. D. After Respondents failed to supplement their responses, the Administrator filed the present Motion to Compel.

On April 1, 2019, Respondents filed an Opposition to Motion to Compel. Respondents stated they submitted supplemental discovery responses, including documents. They did not submit a copy of or provide information about the supplemental discovery responses. Respondents also argued that the Administrator was seeking information outside the timeframe at issue and asserted that many records were maintained by the company's outside accountant who is "overwhelmed" by tax season. Respondents additionally asserted that the company "is a mobile amusement operator and is fully engaged in its operating season." Opp. at 1. Finally, Respondents contended that they did not fail to answer the discovery, and while the Administrator may not have been satisfied with the answers, this does not constitute a failure to respond initially." *Id.*

In reply, the Administrator took the position that Respondents did not specifically address any deficiency identified and the Administrator "does not agree that Respondents' supplementation cures any identified discovery deficiency because Respondents have not pointed to any specific cure they have provided."

In their sur-reply, Respondents asserted that they had spoken with the Administrator's counsel multiple times and were "unaware throughout those communications that the Administrator contended that there was some undisclosed deficiency." Respondents still do not know what the purported remaining deficiency might be, and they argue that without further detail about the remaining deficiency, an order to compel cannot accomplish anything further. Respondents believe they "responded to all of the Administrator's prior grievances," and "reluctantly" attached a copy of their supplemental interrogatory answers even though they believed this would "accomplish little, if any good."

Legal Standard and Discussion

This matter is governed by the Rules of Practice and Procedure for Administrative Hearings Before the Office of Administrative Law Judges, found at 29 C.F.R. Part 18. 29 C.F.R. § 503.44(a). Under these rules, a party may obtain discovery regarding any non-privileged matter relevant to any claim or defense asserted by a party. 29 C.F.R. § 18.51(a). Relevant material need not be admissible at the hearing so long as the discovery is reasonably calculated to lead to the discovery of admissible evidence. *Id.* After conferring with the other party in good faith, a discovering party may move to compel an answer to a discovery request or production of documents. 29 C.F.R. § 18.57(a)(1), (2). "[A]n evasive or incomplete disclosure, answer, or response must be treated as a failure to disclose, answer, or respond." 29 C.F.R. § 18.57(a)(3). A motion to compel must set forth the nature of the request, the response of the party on whom the request was served, arguments in support of the

motion, and a certification that the parties have conferred or attempted to confer in good faith. 29 C.F.R. §§ 18.33, 18.57(a)(1). Discovery must be limited when the discovery sought is unreasonably cumulative or duplicative, or if the burden or expense outweighs its likely benefit. 29 C.F.R. § 18.51(b)(4).

Discussion

The Administrator contends that Respondents' supplemental responses do not cure any previously identified deficiency because Respondents failed to identify how they have cured any deficiencies. Respondents contend that they do not know what the remaining deficiencies may be and assert that the Administrator did not communicate to them what the remaining deficiencies were. This Office's rules, as well as the Federal Rules of Civil Procedure, require that the parties attempt to resolve discovery disputes before filing a motion to compel. 29 C.F.R. § 18.57(a)(1); Fed. R. Civ. P. 37(a)(1). The purpose of this rule is to encourage informal resolution of discovery disputes, which serves the interest of the parties and judicial efficiency. While the parties conferred before the Administrator filed the motion to compel, it appears there was no further meaningful conference between the parties after Respondents supplemented their responses. Had there been such a conference, the parties may have been able to resolve any dispute and therefore avoided the need for an order on this dispute. The parties are encouraged to keep in mind the requirement to confer in good faith to resolve disputes before resorting to judicial intervention. Additionally, the lack of detail from either the Administrator or Respondents regarding what deficiencies remain or do not remain makes it difficult to determine what further response from Respondents, if any, is warranted.[2] However, based on the information before me I make the following determinations.[3]

1. Requests for Admission and Associated Interrogatories

A party may serve on any other party a written request to admit the truth of any matters within the scope of § 18.51 relating to 1) facts, the application of law to fact, or opinions about either; and 2) the genuineness of any described documents. 29 C.F.R. § 18.63(a). Under this Office's rules:

> If a matter is not admitted, the answer must specifically deny it or state in detail why the answering party cannot truthfully admit or deny it. A denial must fairly respond to the substance of the matter; and when good faith requires that a party qualify an answer or deny only a part of a matter, the answer must specify the part admitted and qualify or deny the rest. The answering party may assert lack of knowledge or

[2] The Administrator suggests that Respondents should have shown how their supplemental responses addressed the asserted deficiencies. In at least some jurisdictions, when a party has answered the movant's discovery requests, the party moving to compel discovery has the burden of showing that the opposing party's responses are incomplete. *Guantanamera Cigar Co. v. Corporation Habanos, S.A.*, 263 F.R.D. 1, 7 (D.D.C. 2009); *Daiflon, Inc. v. AlliedChem. Corp.*, 534 F.2d 221, 227 (10th Cir. 1976). However, I note that ALJs have broad discretion to conduct and authorize discovery, and find it in the interest of judicial economy to rule on the Administrator's motion considering the information made available to me. *See Vinnett v. Mitsubishi Power Sys.*, ARB No. 08-104, OALJ No. 2006-ERA-00029, slip op. at 13 (July 27, 2010).

[3] As stated below, to the extent Respondents are ordered to provide further discovery responses, they are due within 10 days of the date of this Order. I recognize that this is beyond the discovery cut-off date of April 15, 2019, but find that the additional few days should not prejudice the parties as they have already agreed to conduct some limited discovery beyond the deadline.

information as a reason for failing to admit or deny only if the party states that it has made reasonable inquiry and that the information it knows or can readily obtain is insufficient to enable it to admit or deny.

29 C.F.R. § 18.63(a)(4). A party may move the judge to order that an answer that does not comply with this rule be either admitted or that an amended answer be served. 29 C.F.R. § 18.63(a)(6).

The Administrator sought an order compelling answers to eight RFAs. The RFAs and Respondents' response are as follows:

> **REQUEST NO. 1:** You filed a Temporary Employment Certification ("TEC") under 8 U.S.C. § 1101 (a) (15) (H) (ii) (b) ("H-2B") which was certified on December 14, 2012.
> **Response No. 1:** Respondents admit that Butler Amusements, Inc., filed an ETA Form 9142 that was certified by a letter dated December 14, 2012. The request is otherwise denied.
>
> **REQUEST NO. 2:** You employed H-2B Workers in positions other than as Amusement and Recreation Attendants.
> **Response No. 2:** *Objection.* This request is not limited in time, and is therefore largely irrelevant. Without waiving this objection, the request is denied as to the 2013 allegations in this case. The request is otherwise denied.
>
> **REQUEST NO. 3:** You provided free housing to each of your H-2B Workers.
> **Response No. 3:** *Objection.* This request is not limited in time, and is therefore largely irrelevant. Without waiving this objection, Respondents admit that, during the 2013 season, they provided H-2B workers with housing for which the H-2B workers did not pay a deduction, chargeback, or rent. The request is otherwise denied.
>
> **REQUEST NO. 4:** The housing you provided to your H-2B Workers had no permanent address.
> **Response No. 4:** *Objection.* This request is not limited in time, and is therefore largely irrelevant. Without waiving this objection, Respondents admit that the housing that they provided during the 2013 season was used at various locations. The request is otherwise denied.
>
> **REQUEST NO. 5:** You have employed one or more of your H-2B Workers prior to your 2013 season.
> **Response No. 5:** *Objection.* This request is not limited in time, and is therefore largely irrelevant. Without waiving this objection, Respondents admit that Butler Amusements, Inc., participated in the H-2B program before the 2013 season. The request is otherwise denied.
>
> **REQUEST NO. 7:** Michael (Mick) Brajavich [sic] controlled Butler Amusements, Inc. for at least the Period of intended Employment.
> **Response No. 7:** Objection. The term "controlled" is not defined. Without waiving this objection, Respondents admit that Michael Brajevich served as Butler's chief executive officer during the 2013 season. The request is otherwise denied.

REQUEST NO. 9: You paid your H-2B Workers a weekly salary regardless of the number of hours worked.
Response No. 9: *Objection.* This request is not limited in time, and is therefore largely irrelevant. Without waiving this objection, the request is denied.

REQUEST NO. 10: You did not keep records of the hours, days, and locations your H-2B Workers worked.
Response No. 10: *Objection.* This request is not limited in time, and is therefore largely irrelevant. Without waiving this objection, the request is denied.

The Administrator sent Respondents a letter contending that their responses were "largely unresponsive." Mot., Ex. D. Regarding RFA #1, the Administrator noted that Respondents admitted the substance of the request and requested clarity on which portion of the question Respondent were denying. Regarding the RFAs where Respondent contended the request was not limited in time (RFAs #2, #3, #4, #9, #10) the Administrator noted that the term "H-2B workers" was defined as limited to those who entered the country under the authorization of the TEC certified under December 14, 2012. The Administrator then requested whether the answer was unchanged "given the lack of foundation for [the] objection." For RFA #4, the Administrator also stated that it was unclear whether Respondents were "admitting, denying or even answering the question asked." Regarding RFA #5, the Administrator noted the definition of the term "H-2B Worker" and requested confirmation that the answer remains unchanged. Regarding RFA #7, the Administrator asserted "controlled" "has its regular meaning" and asked for clarity on which portion of the answer was denied.

Certain interrogatories followed up on the Respondents' answers to the RFAs. Respondents provided the following answers:

INTERROGATORY NO. 1: Unless you unconditionally admitted Request for Admission No. 1, provide the basis or bases upon which you rely for each part of your denial of Request for Admission No. 1.
ANSWER NO. 1: In addition to the basis obvious from the answer itself, the basis for the conditional answer is that the request was overbroad and included false statements or implications. The request also exceeded the permissible bounds for a request for admission of facts.

INTERROGATORY NO. 2: Unless you unconditionally admitted Request for Admission No. 2, provide the basis or bases upon which you rely for each part of your denial of Request for Admission No. 2.
ANSWER NO. 2: In addition to the basis obvious from the answer itself, the basis for the conditional answer is that the request was overbroad and included false statements or implications. The request also exceeded the permissible bounds for a request for admission of facts.

INTERROGATORY NO. 3: Unless you unconditionally admitted Request for Admission No. 3, provide the basis or bases upon which you rely for each part of your denial of Request for Admission No. 3.

ANSWER NO. 3: In addition to the basis obvious from the answer itself, the basis for the conditional answer is that the request was overbroad and included false statements or implications. The request also exceeded the permissible bounds for a request for admission of facts.

INTERROGATORY NO. 4: Unless you unconditionally admitted Request for Admission No. 7, provide the basis or bases upon which you rely for each part of your denial of Request for Admission No. 7.
ANSWER NO. 4: In addition to the basis obvious from the answer itself, the basis for the conditional answer is that the request was overbroad and included false statements or implications. The request also exceeded the permissible bounds for a request for admission of facts.

The Administrator asserted these responses were "incomprehensible." Respondents subsequently supplemented their answers to Interrogatories #2 and #3.

With respect to the requests related to the RFAs, I have reviewed the original responses and make the following determinations, to the extent Respondents have not already complied when they submitted their supplemental responses.

In answering a RFA, Respondents are required to "specify the part admitted and qualify or deny the rest." 29 C.F.R. § 18.63(a)(4). A denial must also "fairly respond to the substance of the matter." *Id.* The RFA asked Respondents to admit they filed a TEC under 8 U.S.C. § 1101(a)(15)(H)(ii)(b) which was certified on December 14, 2012. Respondent "admit[ted] that Butler Amusements, Inc., filed an ETA Form 9142 that was certified by a letter dated December 14, 2012," but "otherwise denied" the RFA. It is not clear which part of the RFA Respondents are admitting and which they are denying and it appears that Respondents in fact admit the RFA. The accompanying interrogatory (Interrogatory #1) does not clarify Respondents' answer. Respondent provided a copy of its supplemental interrogatory responses with their sur-reply, which did not include a supplemental response to Interrogatory #1. Therefore, to the extent Respondents have not clarified its response to RFA #1, Respondents are ordered to provide a clarification of its answer. If Respondents continue to "otherwise deny" RFA #1, they are ordered to supplement their response to Interrogatory #1.

Regarding RFAs #2, #3, #9, and #10, Respondents appeared to ignore the Administrator's definition of "H-2B workers" as being limited to those who entered the country under the authorization of the TEC certified under December 14, 2012. Respondents' objection that the requests were "not limited in time, and . . . therefore largely irrelevant" is not valid. In the letter to Respondents sent on January 23, 2019, the Administrator asked Respondents to clarify whether the answer was unchanged "given the lack of foundation for [the] objection." Mot., Ex. D. The Administrator reiterated in the motion to compel that these were the grounds for its motion. Mot. at 3 ("The Administrator's letter of January 23, 2019 sets forth each of Respondents' deficiency [sic] in detail."). A party must state the grounds for objecting to a request, and unless the judge finds an objection justified, the judge must order that an answer be served. 29 C.F.R. § 18.63(a)(5)-(6). Respondents' objections do not appear justified. However, Respondents went on to answer each of these RFAs, albeit without waiving the objection. I see no need for Respondents to "clarify" that their answers are unchanged given the objection is unjustified. Respondents' answers to RFAs #2, #3, #9, and #10 are sufficient and the Administrator's motion regarding these RFAs is denied.

The Administrator had the same request with regard to RFA #4, which is similarly denied. There is no need for Respondents to clarify whether the answer is unchanged given that the definition of H-2B workers provided the relevant time period. However, the Administrator also argued that it was not clear from Respondents' answer to RFA #4 whether they were "admitting, denying, or even answering the question asked." The request was to admit that the housing provided had no permanent address. Respondents' answer was that they "admit" that the housing "was used at various locations." I find that Respondents' answer to RFA #4 is unresponsive and does not comport with 29 C.F.R. § 18.63(a) because they did not specify what they were admitting and denying. Respondents are ordered specify which part of the RFA is admitted and which is denied.

Regarding RFA #5, the Administrator noted the definition of the term "H-2B Worker" and requested confirmation that the answer remains unchanged. The RFA requested an admission that Respondents employed "one or more of your H-2B Workers prior to your 2013 season," to which Respondents answered (after objecting that the request was not limited in time) that they "admit that Butler Amusements, Inc., participated in the H-2B program before the 2013 season." I agree with the Administrator that it appears Respondents may have "misapprehended" the discovery request. Respondents are ordered to clarify their answer in light of the definition of H-2B workers as being limited to those who entered the country under the authorization of the TEC certified under December 14, 2012, for purposes of these discovery requests. The Administrator's motion with regard to RFA #5 is granted.

Regarding RFA #7, the Administrator asserted "controlled" "has its regular meaning" and asked for clarity on which portion of the answer was denied. The Administrator's request for clarification on which portion of the answer is denied is granted. Although I note that the term "controlled" was not defined, it is not clear which part of the RFA Respondents are admitting and which they are denying. Interrogatory #4 relates to RFA #7. Respondents did not supplement the original response, which I find inadequate. To the extent Respondents continue to "otherwise deny" RFA #7, Respondents are ordered to supplement Interrogatory #4.

Respondents supplemented Interrogatories #2 and #3, a copy of which was attached to their sur-reply. While the responses may not be as detailed as the Administrator would like, after reviewing these supplemental responses I find the responses adequate and not so incomplete or evasive that would justify an order to compel a further response. The Administrator's motion regarding Interrogatories #2 and #3 is denied.

2. Interrogatories

In addition to the above-mentioned interrogatories, the Administrator objected to Respondents' answers to Interrogatories #5, #6, #7, #9, #10, #11, #12, #14, and #15. Regarding the remaining Interrogatories, I have reviewed the supplemented response provided by Respondents in their sur-reply. I find that Respondents' supplementation of Interrogatories #5, #6, #7, #11, #14, and #15 are sufficient to comply with this Office's rules. The Administrator did not present an argument for why these supplemental responses are still deficient, and I find that they cure any previously incomplete responses. The Administrator's motion with regard to these interrogatories is denied.

Regarding Interrogatory #9, the Administrator asserted that Respondents failed to answer the Interrogatory and asserted that if Respondent attempt to produce evidence which should have been produced in response to this discovery, the Administrator will object. However, I find that while Respondents objected, they also provided answer:

> **INTERROGATORY NO. 9:** If you dispute any of the Secretary's computations of backwages to your H-2B Workers (attached as EXHIBIT A), please identify and explain each such dispute.
> **ANSWER NO. 9:** *Objection.* The Administrator has not explained how those calculations were made, so it is not possible to answer this interrogatory. Further, by its very nature, once a dispute is acknowledged, there is nothing remaining to "identify and explain." Without waiving this objection, Respondents believe that the Administrator made no allowance for proper credits (including for the duration of the season), nor the issues identified in Respondents' motion for summary judgment, including:
> • The unenforceability of the 2008 regulations.
> • The binding nature of ETA's prevailing wages.
> • The absence of enforceable regulatory requirements.
> • It is not necessary to identify every single job task when applying for a prevailing wage.
> • The H-2B workers were entitled to work minor or incidental duties outside of their designated job code up to 20% of their time.
> • The H-2B workers were entitled to work up to 80% of their time supervising others in the same job code.
> **SUPPLEMENTAL ANSWER NO. 9:** Respondent will supplement this answer once the Administrator produces his file and explains the basis for the calculations.

I find that the original answer was sufficient and not impermissibly incomplete or evasive. While Respondents objected, they also stated their belief that "the Administrator made no allowance for proper credits (including for the duration of the season), nor the issues identified in Respondents' motion for summary judgment." If Respondents attempt to produce evidence at hearing that should have been produced during discovery but was not, the determination on the admissibility of such evidence will be made at the hearing. The Administrator's motion with regard to Interrogatory #9 is denied.

> **INTERROGATORY NO. 10:** If you dispute the amount of the civil money penalties assessed in this matter, please identify each such dispute.
> **ANSWER NO. 10:** *Objection.* The Administrator has not explained how those calculations were made, so it is not possible to answer this interrogatory. Further, by its very nature, once a dispute is acknowledged, there is nothing remaining to "identify." Without waiving this objection, Respondents simply state that they identify the dispute by acknowledging that they dispute the amount.
> **SUPPLEMENTAL ANSWER NO. 10:** Respondent will supplement this answer once the Administrator produces his file and explains the basis for the calculations. See also the answer to interrogatory #9.

For similar reasons as those regarding Interrogatory #9, the Administrator's motion with regard to Interrogatory #10 is denied. Respondents dispute the amount, which although not

particularly descriptive, is sufficient to answer the interrogatory. While the responses may not be as clear and definitive as the Administrator would like, I do not find the answer incomplete.

The Administrator's motion with regard to Interrogatory #12 is granted. Interrogatory #12 and Respondents' answers are as follows:

> **INTERROGATORY NO. 12:** Please explain your corporate structure with such information to include but not limited to: each principal with their name, title, job duties, and corporate address; the address of each entity; whether any principal has an interest in any other entity; the dates each entity has been in legal existence, whether any entity has a website, and if so, the website address.
> **ANSWER NO. 12:** *Objection.* This request is not limited in time, and is therefore largely irrelevant. Without waiving this objection, Butler's chief executive officer is Michael Brajevich. The Board of Directors consists of Michael Brajevich, Lance Moyer, and Tom Shobaken. Corporate shares are owned by Tammy Quint, Kelly Butler, Kris Brajevich, Jill Moyer, and Sean Butler.
> **SUPPLEMENTAL ANSWER NO. 12:** Mr. Mick Brajevich has no corporate structure.

Respondents did not fully answer Interrogatory #12. For example, they did not identify the job duties and corporate address of each principle of Butler Amusements, and did not provide "the address of each entity; whether any principal has an interest in any other entity; the dates each entity has been in legal existence, whether any entity has a website, and if so, the website address." Respondents are ordered to further supplement their response to Interrogatory #12.

3. Requests for Production

The Administrator moved to compel answers to RFP #1, #2, #3, #5, #6, #7, #8, #9, and #10. Respondents' responses to RFP #1 and #2 appear to be the same response it provided to Interrogatory #1 and #2, which are not responsive. For other responses, Respondents contended that they already produced responsive documents or that "discovery continues" and the response would "be supplemented as needed." The Administrator argued that the Respondents failed to indicate when or where such documents were provided in a manner that would permit the Administrator to identify the documents. With respect to the RFPs at issue, Respondents stated they produced supplemental documents in response to the Administrator's requests. Opp., Ex. 1. Respondents also averred in their sur-reply that they provided an index of documents provided. After considering the parties' arguments, the Administrator's Motion is granted only to the extent that Respondents have not produced responsive documents in their supplemental responses. Respondents shall produce any further responsive documents to the above RFPs to the extent they have responsive documents within their custody or control.

ORDER

1. Within 10 days of this Order, Respondents are ordered to clarify or supplement their discovery responses, as discussed above, as they relate to RFA #1, #4, #5, and #7 and Interrogatory #1, #4, and #12.

2. To the extent Respondents have not produced responsive documents to RFP #1, #2, #3, #5, #6, #7, #8, #9, and #10, Respondents shall produce such documents within 10 days of the date of this Order.

3. The Administrator's Motion is denied in all other respects.

SO ORDERED.

Digitally signed by Richard M.Clark
DN: CN=Richard M.Clark, OU=Administrative Law Judge, O=US DOL Office of Administrative Law Judges, L=San Francisco, S=CA, C=US
Location: San Francisco CA

RICHARD M. CLARK
Administrative Law Judge

SERVICE SHEET

Case Name: **WAGE_AND_HOUR_DIVISI_v_BUTLER_AMUSEMENTS_IN_**

Case Number: **2018TNE00019**

Document Title: **ORDER GRANTING IN PART AND DENYING IN PART MOTION TO COMPEL**

I hereby certify that a copy of the above-referenced document was sent to the following this 12th day of April, 2019:

Digitally signed by MARYANNE B. BALLARD
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Issue Date: 12 April 2019

CASE NO.: 2018-TNE-00019

In the Matter of:

ADMINISTRATOR, WAGE & HOUR DIVISION,
Prosecuting Party,

v.

BUTLER AMUSEMENTS, INC. AND
MICHAEL BRAJEVICH, an individual,
Respondents.

ORDER GRANTING IN PART AND DENYING IN PART MOTION TO QUASH

This matter arises under the H-2B provisions of the Immigration and Nationality Act ("INA"), 8 U.S.C. §§ 1101(a)(15)(H)(ii)(b), 1184(c)(1), (14), the 2008 implementing regulations at 20 C.F.R. Part 655, Subpart A (2009)[1], and the applicable procedural regulations at 29 C.F.R. Part 503, Subpart C. A hearing is scheduled for May 8 to 10, 2019, in Portland, Oregon.

On April 4, 2019, the Administrator filed an Emergency Motion to Quash Respondents' Amended Notice of Deposition ("Mot."). On April 8, 2019, Respondents filed an Opposition to Motion to Quash. Respondents filed a permissible supplemental Opposition on April 11, 2019 ("Am. Opp.").[2]

[1] The 2008 H-2B regulations were promulgated on December 19, 2008, effective on January 18, 2009, and codified into the Code of Federal Regulations in 2009. *Labor Certification Process and Enforcement for Temporary Employment in Occupations Other Than Agriculture or Registered Nursing in the United States (H-2B Workers), and Other Technical Changes*, 73 Fed. Reg. 78,020 (Dec. 19, 2008).

[2] At the Administrator's request, a conference call was scheduled for April 11, 2019. However, after reviewing the parties' submissions, I determined a conference call was not needed. The Administrator and Respondents had agreed between themselves but without agreement of the court that Respondents could present their opposition orally at the conference call. I asked Respondents to file a written response by April 8, 2019, outlining their arguments in opposition to the motion to quash, and Respondents did so. In this written opposition, Respondents asserted that they assumed they would be given the chance to "elaborate" on their arguments at the April 11 conference call. In order to allow Respondents an opportunity to fully respond to the Administrator's motion, I allowed them to submit a supplemental response on an expedited schedule.

Background

Respondents operate a traveling amusement park and employed nonimmigrant employees through the H-2B program. In the Application for Temporary Employment Certification ("Form 9142"), Respondents requested certification for 246 workers to work as "Amusement and Recreation Attendants" from February 1, 2013, to October 31, 2013. Mot., Ex. 2. The Administrator subsequently issued a Determination Letter finding that during the period from February 1, 2013, to April 24, 2013, Respondents substantially failed to comply with the requirement to provide proper job classification information on the Form 9142 and DHS Form I-129. Mot., Ex. 1. The Administrator found that Respondents violated requirements of the H-2B program by employing nonimmigrant employees as Amusement and Recreation Attendants when the actual duties they performed were not recreation or amusement attendant duties. Mot. at 2. The Administrator sought back wages for the allegedly misclassified employees and assessed a civil money penalty in the amount of $10,000.[3] Mot., Ex 1.

Respondents subsequently requested a hearing on the Administrator's determination. *See* 29 C.F.R. § 503.43; Mot., Ex 3. Respondent included a "general statement" of reasons why the determination was in error, as well as 16 issues for hearing. Mot., Ex. 3.[4]

The Administrator's Motion to Quash

On April 2, 2019, Respondents served two notices of deposition. The first was for Carrie Aguilar, the then-Wage and Hour investigator in this matter.[5] Mot., Ex 4. The second notice was issued for the Administrator's "corporate representative" on thirty enumerated topics under 29 C.F.R. § 18.64(b)(6). The topics listed are:

1. Each topic covered in Administrator's interrogatories, request for production of documents, or requests for admissions.
2. Respondent's timekeeping and payroll practices.
3. The prosecuting party's methodology for and the calculation of civil monetary penalties, back wages, and other remedies and recoverable damages.
4. The identity of all witnesses or employees interviewed or contacted by the Prosecuting Party.
5. The substance of all witness or employee interviews conducted by the Prosecuting Party.
6. All communications between any witness or employee and the Prosecuting Party.
7. All communications between any representative for the Respondent and the Prosecuting Party.

[3] The Administrator originally calculated the amount of back wages due as $24,987.60, based on nine misclassified employees. The Administrator sought leave to amend the determination to revise the amount of back wages due to $23,952.60, based on ten misclassified employees. The Administrator's motion for leave to amend is granted in a separate order.

[4] A number of Respondents' arguments were disposed of in the Order Denying Summary Decision issued on November 14, 2018. For example, I rejected Respondents' argument that neither the 2008 H-2B regulations nor the procedural portions of the 2015 H-2B regulations are enforceable. Other arguments appear irrelevant, such as "Respondents did not offer job terms and working conditions that were less favorable than those offered to temporary foreign workers" or "Respondents did not substantially fail to restrict H-2B workers to an approved itinerary." These are not allegations made in the Administrator's determination.

[5] Ms. Aguilar is now the Assistant District Director of the Portland District Office.

8. The deponent's job title, duties, education, background, training, work experience, and expertise.
9. The Prosecuting Party's history of assessing and enforcing penalties related to the allegations of a violation in this case.
10. Records or other information generated as a result of your investigation of the Respondent.
11. The Prosecuting Party's contention as to when the Respondent first committed any violations of the H-2B program.
12. The Prosecuting Party's contention as to the factual basis for applying the "incidental-duty" rule and the "dual-position" rule to the allegations in this case.
13. All deficiencies that you have identified in Respondent's regulatory compliance, as well as wage and hour or payroll practices.
14. All failures to comply with industry custom and practice, or the prevailing practices for the traveling amusement industry, that you have identified in Respondent's wage and hour or payroll practices.
15. The basis for your contention, if any, that the Respondent violated the Fair Labor Standards Act, or is not exempt from that statute.
16. The basis for your contention that the Respondent willfully misrepresented any material fact.
17. The basis for your contention that the Respondent substantially failed to meet any legal requirement or condition when petitioning for an H-2B labor certification or petition.
18. The basis for your contention that the Respondent substantially failed to comply with any legal requirement or condition as an H-2B employer.
19. The factual basis for your contention that the Respondent is not entitled to take a credit for providing its employees with bunkhouses, local convenience travel, in and out of country travel, prepayment plans, spot-to-spot variation in prevailing wages, and other facilities identified in Respondent's answers to interrogatories.
20. Approved procedures for determining approved tasks for SOC code 39-3091 (amusement and recreation attendants).
21. The factual basis, if any, for disputing the calculation of the cost basis to provide bunkhouses, as calculated in Butler 01682-01685.
22. The factual basis, if any, for disputing the calculation of the cost basis to provide local convenience travel, as calculated in Butler 01759-01816.
23. The factual basis, if any, for disputing the calculation of international or relocation travel, as identified and calculated in Butler 01701-01758.
24. The factual basis, if any, for disputing that the Respondent overpaid its H-2B workers.
25. The factual basis, if any, for disputing that the Respondent paid the personal income taxes of the H-2B workers.
26. The factual basis, if any, that Respondent violated the H-2B regulations in any way.
27. The factual basis, if any, that Respondent knew that it was employing H-2B workers in a manner that violated the H-2B regulations.
28. The factual basis, if any, that Respondent knowingly or recklessly violated the H-2B regulations.
29. The factual basis, if any, that the information was reasonably available from which Respondent could have determined that it was violating the H-2B regulations.
30. The factual basis, if any, that any of the Respondent's violations were substantial.

Mot., Ex. 5.

The Administrator does not object to the deposition of Ms. Aguilar or object to producing an "Agency representative" to address six of the above-listed topics. Specifically, the Administrator does not object to topics covered in #3, #8, #10, #19, and #26. Mot. at 10. However, the Administrator objects to 24 of the above-listed topics and therefore moves to quash those topics in the notice of deposition. Mot. at 3-4. The Administrator groups its objections to the other topics into four categories: overbroad and nonspecific; uniquely within Respondents' own personal knowledge of facts or their practices; facts protected by the Government's Informants Privilege; and, matters beyond the scope of the violation at issue. Additionally, the Administrator seeks a protective order for Ms. Aguilar's deposition to preclude inquiry into the quashed topic areas. Mot. at 4. The Administrator also argues that Respondents may not seek information that is "wholly irrelevant to any claims or defense" and seeks to quash discovery on topics that "subject[] the Administrator to the undue burden of addressing irrelevant topic matters," citing 29 § 18.56(c)(3).

Respondents object to the motion to quash and argue that the Administrator should not be allowed to frustrate discovery and it "makes little sense to restrict broad questioning of a corporate representative." Am. Opp. at 1.

Legal Standard

The Rules of Practice and Procedure for Administrative Hearings Before the Office of Administrative Law Judges found at 29 C.F.R. Part 18 apply in this matter. 29 C.F.R § 503.44(a). When those rules are silent and no other authority controls, the Federal Rules of Civil Procedure apply. 29 C.F.R. § 18.10(a). A party may obtain discovery regarding any matter, not privileged, that is relevant to any party's claim or defense. 29 C.F.R. § 18.51(a). Relevant information need not be admissible if the discovery appears reasonably calculated to lead to the discovery of admissible evidence. *Id.* A party may notice a deposition to a governmental agency, but "must describe with reasonable particularity the matters for examination." 29 C.F.R. § 18.64(b)(6); *see also* Fed. R. Civ. P. 30(b)(6). The named organization must then designate one or more persons to testify on its behalf "about information known or reasonably available to the organization." *Id.* When a claim of privilege is made, the party must expressly make the claim and describe the nature of the privileged material in a manner that permits assessment of the claim. 29 C.F.R. § 18.51(e)(1). A judge must quash or modify a subpoena that "[r]equires disclosure of privileged or other protected matter, if no exception or waiver applies . . . ." 29 C.F.R. § 18.56(c)(3). Additionally, under 29 C.F.R. § 18.52(a), a party may move for a protective order to protect against annoyance, embarrassment, oppression, or undue burden or expense in responding to discovery requests. The judge may grant such a motion upon a showing of good cause. 29 C.F.R. § 18.52(a).

Discussion

1. Date of the Deposition

An initial dispute was that the depositions were noticed for April 15, 2019, at 10:00 a.m., a date that the Administrator's counsel is unavailable. Additionally, April 15, 2019, is the fact discovery deadline. However, the Administrator "assumes the parties will be able to reschedule this date to a mutually convenient date," and in their supplemental Opposition, Respondents indicated

"the parties quickly agreed to a schedule," although it was outside the discovery cut-off. Therefore, the date of the depositions does not appear to be an issue in dispute.[6]

2. Category 1: Overbroad, Nonspecific, and Irrelevant

The first "category" of topics to which the Administrator objects contains only the first listed topic: "Each topic covered in Administrator's interrogatories, request for production of documents, or requests for admissions." Mot. at 5-6. The Administrator argues this topic should first be quashed for being too vague. Second, the Administrator argues that the topic should be quashed because the topic is an example of "gamesmanship and abuse of the process" and shows a lack of good faith. Finally, the Administrator argues the topic seeks irrelevant information since the Administrator's awareness of issues solely within Respondents' knowledge had no bearing on the issues in this case.

Respondents contend that asking about the topics designated in the Administrator's discovery requests is not overbroad because if they are "overbroad or irrelevant then the Administrator should not have asked them in the first place."

I find that noticing a deposition on the topics covered in the Administrator's discovery requests generally is not "reasonably particular" within the meaning of Section 18.64(b)(6). The scope of the Administrator's interrogatories, requests for production, and requests for admissions was broad, spanning a number of subjects. Respondents' argument that if the topics are overbroad and irrelevant, the Administrator should not have asked them, is not persuasive. The Administrator argues the topic is overbroad in the context of Section 18.64(b)(6)'s particularity requirement, not that the topics in general were overbroad. The Administrator's irrelevancy argument refers to the fact that Respondents are seeking information about the Administrator's knowledge regarding information the Administrator sought from Respondents. While potentially marginally relevant, Respondents' pursuit of this information is simply confusing. While I do not find that Respondents listed this as a topic in bad faith, the request fails to describe with reasonable particularity the matter for examination. Therefore, the Administrator's request to quash Topic #1 is granted.

3. Category 2: Matters Uniquely Within Respondents' Own Knowledge

According to the Administrator, eleven topics fall in this category and Respondent should not be allowed to pursue them at a deposition. These eleven topics are:

Topic #2: Respondent's timekeeping and payroll practices.
Topic #7: All communications between any representative for the Respondent and the Prosecuting Party.
Topic #12: The Prosecuting Party's contention as to the factual basis for applying the "incidental-duty" rule and the "dual-position" rule to the allegations in this case.
Topic #20: Approved procedures for determining approved tasks for SOC code 39-3091 (amusement and recreation attendants).
Topic #21: The factual basis, if any, for disputing the calculation of the cost basis to provide bunkhouses, as calculated in Butler 01682-01685.

[6] Respondents requested leave to conduct the depositions after the discovery cut-off date of April 15, 2019, which is granted as the parties are in agreement.

Topic #22: The factual basis, if any, for disputing the calculation of the cost basis to provide local convenience travel, as calculated in Butler 01759-01816.
Topic #23: The factual basis, if any, for disputing the calculation of international or relocation travel, as identified and calculated in Butler 01701-01758.
Topic #24: The factual basis, if any, for disputing that the Respondent overpaid its H-2B workers.
Topic #25: The factual basis, if any, for disputing that the Respondent paid the personal income taxes of the H-2B workers.
Topic #27: The factual basis, if any, that Respondent knew that it was employing H-2B workers in a manner that violated the H-2B regulations.
Topic #29: The factual basis, if any, that the information was reasonably available from which Respondent could have determined that it was violating the H-2B regulations.

The Administrator notes that the purpose of a Section 18.64(b)(6) deposition is to inquire about the organization's knowledge, and that it is a "truthseeking process." Mot. at 7, citing *Taylor v. Illinois*, 484 U.S. 400 (1988). The Administrator contends that these requests violate the "letter and spirit of discovery" because Respondents are seeking information about their own practices. *Id.* Additionally, the Administrator argues that "the Administrator's awareness of issues solely within Respondents' personal knowledge has no bearing on whether Respondents violated the H-2B regulations." *Id.*

Respondents argue that the fact Respondents "may already know something about [a] topic" does not mean that it is not appropriate to ask about the topic in order to "narrow the dispute." Am. Opp. at 4. Respondents contend that "[i]f in fact the Administrator has no intent to offer evidence to dispute Respondents' evidence, then they should say so under oath." *Id.* Respondents also assert that the Administrator is misreading the designated topics. For example, Topic #20 asked about the procedures for choosing a job code, which is not within Respondents' knowledge.

Topics #21, #22, #23, #24, #25, #27, and #29 seek information about the Administrator's factual basis for disputing Respondents' defenses, which is relevant to the matter at hand. I do not see how asking about the Administrator's "factual basis" to refute Respondents' arguments is improper or inquiring only into information known to Respondents. If the agency as an organization has no information on any of these topic, the representative can indicate that at the deposition. The Administrator's motion to quash these topics is denied.

Topic #7 seeks information regarding all communications between any representative for the Respondents and the Administrator. This is similarly not knowledge solely known to Respondents and the Administrator's request is denied. However, questions on this topic are subject to the protections of the Government's Informant Privilege discussed below, to the extent that any of these communications involved an individual who provided confidential information to the Administrator.

Topic #2 refers to Respondents' timekeeping and payroll practices. While it is not clear if an agency representative would have specific knowledge about Respondents' timekeeping and payroll practices, given the broad scope of discovery, I find that this is a permissible topic to designate in a Section 18.64(b)(6) notice. The Administrator's duty is to designate a person to "testify about information known or reasonably available to the organization." If the requested information is not

known or reasonably available, the Administrator's representative can so indicate at the deposition. If the Administrator considers this information to be irrelevant, counsel may object at the deposition and renew any such objection at the hearing. However I do not find it so irrelevant or in violation of the "letter and spirit of discovery" as to warrant preventing any questioning on the topic.

Topics #12 and #20 do not seem to refer to information that would solely be within Respondents' knowledge. Topic #12 asks about the Administrator's "contention as to the factual basis for applying the 'incidental-duty' rule and the 'dual-position' rule to the allegations in this case." One of Respondents' arguments in their request for a hearing was that the Administrator failed to apply the "incidental activities" rule to this case. Mot., Ex. 3. Therefore, while the topic appears to be misstated—the allegation is that any such rule was *not* applied—it appears relevant. The Administrator attached a declaration from Ms. Aguilar averring that she does not know what these terms mean. Aguilar Decl. ¶¶ 10, 11. If this is the Administrator's position, a representative can say so at a deposition. The Administrator's request regarding Topic #12 is denied. Similarly, Topic #20 refers to "Approved procedures for determining approved tasks for SOC code 39-3091 (amusement and recreation attendants)." This is not something solely within Respondents' knowledge and is relevant given that the Administrator contends Respondents employed H-2B workers as amusement and recreation attendants but had the H-2B workers performing duties that corresponded with different job codes with a different prevailing wage. The Administrator's request with regard to Topic #20 is denied.

In sum, the Administrator's request to quash or preclude the questions on these eleven topics is denied.

4. Category 3: Requests Subject to the Government's Informant Privilege

The Administrator's objection to Topics #4, #5, and #6 are based on the Government's Informant Privilege, which protects against the disclosure of information that could be used to identify individuals who furnish information about potential violations of law to the government. Mot. at 7-9, citing *In re Perez*, 749 F.3d 849, 855 (9th Cir. 2014).

Respondents argue that since it noticed the depositions, the Administrator has produced redacted witness statements. Respondents contend that "[a]t a minimum, Respondents should be permitted to ask questions based upon the material that has now been produced" and if a privilege applies, it should be asserted at the time. Am. Opp. at 4. Respondents contend they should be allowed to ask about the interview process or data that does not identify sources.

The Ninth Circuit has noted the importance of the privilege, in part in order to prevent retaliation and to foster "candid dialog" between informants and government investigators. *In re Perez*, 749 F.3d at 855-57. The confidentiality of a person who provides information in connection with an enforcement action is also protected by the H-2B regulations. 20 C.F.R. § 655.50(d) ("The WHD Administrator shall, to the extent possible under existing law, protect the confidentiality of any person who provides information to the Department in confidence in the course of an investigation or otherwise under this subpart."); *see also* 29 C.F.R. § 503.7(c).

Topic # 4 seeks "The identity of all witnesses or employees interviewed or contacted by the Prosecuting Party." This topic violates the Government's Informant Privilege and is therefore quashed. Topic #5 refers to "The substance of all witness or employee interviews conducted by the

Prosecuting Party" and Topic #6 refers to "All communications between any witness or employee and the Prosecuting Party." These topics are only allowed to the extent that the information sought does not reveal the identity of the cooperating individuals or any information that would reveal the individual's identity.

5. Category 4: Irrelevant Requests and Requests Beyond the Scope of the Violations

The Administrator objects to nine topics based on their irrelevance. These topics are:

Topic #9: The Prosecuting Party's history of assessing and enforcing penalties related to the allegations of a violation in this case.
Topic #11: The Prosecuting Party's contention as to when the Respondent first committed any violations of the H-2B program.
Topic #13: All deficiencies that you have identified in Respondent's regulatory compliance, as well as wage and hour or payroll practices.
Topic #14: All failures to comply with industry custom and practice, or the prevailing practices for the traveling amusement industry, that you have identified in Respondent's wage and hour or payroll practices.
Topic #15: The basis for your contention, if any, that the Respondent violated the Fair Labor Standards Act, or is not exempt from that statute.
Topic #16: The basis for your contention that the Respondent willfully misrepresented any material fact.
Topic #17: The basis for your contention that the Respondent substantially failed to meet any legal requirement or condition when petitioning for an H-2B labor certification or petition.
Topic #28: The factual basis, if any, that Respondent knowingly or recklessly violated the H-2B regulations.
Topic #30: The factual basis, if any, that any of the Respondent's violations were substantial.

The Administrator argues that parties are only entitled to discovery relevant to a party's claim or defense and that the topics listed above are not relevant to the violations determined by the Administrator or the Respondents' defenses. Mot. at 9-10. Respondents argue that this proceeding is not governed by any formal rules of evidence, and therefore "relevance is not a particularly demanding standard." Am. Opp. at 5. While Respondents are correct that there are no formal rules governing the admission of evidence at the hearing,[7] the admissibility of evidence is not at issue at this point in the proceedings. Instead, the scope of discovery as described in 29 C.F.R. § 18.51(a) is the appropriate standard to apply: discovery may be had regarding to any party's claim or defense and relevant information need not be admissible if the discovery appears reasonably calculated to lead to the discovery of admissible evidence. Regardless, as explained further below, I find that the topics listed above are relevant and discoverable, with the exception of Topics #9, #11, and #13.

Respondents argue Topic #9 is relevant because "the Administrator's enforcement polices for these specific violations are related to the factors that must be considered to adjudge [civil

[7] At the hearing, "principles designed to ensure production of relevant and probative evidence will guide the admission of evidence. The ALJ may exclude evidence which is immaterial, irrelevant, or unduly repetitive." 29 C.F.R. § 503.44(b).

money penalties]." Am. Opp. at 6. Respondents also argue that the Administrator's prior practice is a "rule" that it "may wish to invoke as a defense." *Id.* Respondents' explanation does not persuade me that this topic is relevant to the claims and defenses in this case. Respondents do not explain what they mean by the "factors that must be considered to adjudge" civil money penalties. To the extent they seek information about the factors that the Administrator considered in the calculation of the civil money penalties in this case, this request is covered by Topic #3. Inquiry into the Administrator's determination of the civil money penalties in this case is clearly relevant. However, to the extent that Respondents seek information about the Administrator's policies in general or historical examples of assessing penalties for similar violations, I find this request overbroad and not reasonably calculated to lead to the discovery of relevant, admissible evidence. Therefore, the Administrator's request regarding Topic #9 is granted.

Respondents argue that Topic #11, timing of Respondents' violations, is relevant to the statute of limitations issue. This issue was decided in my November 14, 2018 Order Denying Summary Decision and therefore is no longer relevant. The Administrator's request regarding Topic #11 is granted.

Respondents contend that Topic #13 is relevant because they need to know if the Administrator intends to claim that Respondents engaged in other regulatory deficiencies. The Determination Letter issued by the Administrator delineate which violations are at issue. This request does not appear relevant to any party's claim or defense and therefore the Administrator's request regarding Topic #13 is granted.

Topics #14 and #15 are related to defenses Respondents are asserting: that they complied with industry custom and practice and that they are not subject to the FLSA, which relates to their argument they are entitled to certain credits. Respondents contend they are entitled to discovery as to the Administrator's opinion on these topics. I find that these topics are relevant to Respondents' defenses, and therefore they are an appropriate subject for discovery. The Administrator's request with regard to these topics is denied.

Similarly, Topics #16, #17, #28, and #30 relate to the Administrator's claims. The Administrator is claiming that Respondents substantially failed to comply with the H-2B program requirements, which is one basis for imposing a civil money penalty. Therefore Topic #17 and Topic #30 are clearly relevant. While it does not appear that the Administrator is contending that Respondents "willfully misrepresented any material fact" or acted "recklessly," I find discovery on Topics #16 and #28 are reasonably calculated to lead to the discovery of admissible evidence, considering that these are arguments the Administrator could make. If the Administrator considers this information to be irrelevant, counsel may object at the deposition and renew any such objection at the hearing. The Administrator's request with regard to these topics is denied.

In sum, with regard to this category of objections, the Administrator's request is granted as to Topics #9, #11, and #13.

ORDER

1. Consistent with the discussion above, the Administrator's Motion is granted as to the following topics: Topic #1, Topic #4, Topic #9, Topic #11, and Topic #13.

2. Respondents may inquire into Topics #5, #6, and #7 only the extent that the information sought does not reveal the identity of the cooperating individuals or any information that would reveal the individual's identity.

3. The Administrator's Motion is denied in all other respects.

SO ORDERED.

Digitally signed by Richard M.Clark
DN: CN=Richard M.Clark,
OU=Administrative Law Judge, O=US
DOL Office of Administrative Law
Judges, L=San Francisco, S=CA, C=US
Location: San Francisco CA

RICHARD M. CLARK
Administrative Law Judge

SERVICE SHEET

Case Name: **WAGE_AND_HOUR_DIVISI_v_BUTLER_AMUSEMENTS_IN_**

Case Number: **2018TNE00019**

Document Title: **ORDER GRANTING IN PART AND DENYING IN PART MOTION TO QUASH**

I hereby certify that a copy of the above-referenced document was sent to the following this 12th day of April, 2019:

Digitally signed by MARYANNE B. BALLARD
DN: CN=MARYANNE B. BALLARD, OU=LEGAL ASSISTANT, O=US DOL Office of Administrative Law Judges, L=San Francisco, S=CA, C=US
Location: San Francisco CA

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RC 5/8/19 MB

U.S. Department of Labor

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April 15, 2019

RECEIVED
APR 15 2019
Office of Administrative Law Judges
San Francisco, Ca

VIA HAND DELIVERY
Hon. Richard Clark
U.S. Department of Labor
Office of Administrative Law Judges
90 Seventh Ave., Suite #4-800
San Francisco, CA 94103

RE: *Administrator v. Butler Amusements, Inc.* et al.
Case No. 2018-TNE-00019
Our SOL#: 09021900029

Dear Judge Clark:

Attached please find the Administrator's Prehearing Statement. Pursuant to your November 30, 2018 Order, a copy of the attached Statement and the Administrator's Trial Exhibits is being served on Respondents. The Administrator will bring two copies of the Trial Exhibits to the hearing: one for you and one for the witness.

Thank you.

Very truly yours,

Bruce L. Brown
Associate Regional Solicitor

By: _____
Jeannie Gorman
Senior Trial Attorney

cc: Wayne Pierce (via email [Prehearing Statement] and UPS [Trial Exhibits])

Bruce L. Brown
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San Francisco, Ca

OFFICE OF THE ADMINISTRATIVE LAW JUDGES
UNITED STATES DEPARTMENT OF LABOR

ADMINISTRATOR, WAGE AND HOUR DIVISION, UNITED STATES DEPARTMENT OF LABOR, Prosecuting Party, v. BUTLER AMUSEMENTS, INC. and MICHAEL BRAJEVICH, Respondents.	ADMINISTRATIVE PROCEEDING Case No. 2018-TNE-00019 **ADMINISTRATOR'S PREHEARING STATEMENT**

Pursuant to the Court's Order of November 30, 2018, and 29 C.F.R. §18.80(c)[1], the Administrator provides the following:

(1) Name of Party

This statement is submitted by the Plaintiff, the Administrator of the Wage and Hour Division, U.S. Department of Labor.

(2) Issues of Law

Most issues of law were resolved by this Court's November 14, 2018 Order Denying Summary Decision. The remaining issues of law for the Administrator are as follows:

- Whether Respondents violated the 20 C.F.R. §655.22(n) (2008 Regulations), when they

[1] The identification of issues in this Statement is taken from 29 C.F.R. §18.80(c).

compensated employees as recreation and amusement attendants who were not performing recreation and amusement attendant job duties;

- Whether computed backwages remedy the violation of 20 C.F.R. §655.22(n), and;

- Whether civil money penalties in the amount of $10,000 remedy the violation of 20 C.F.R. §655.22(n).

(3) Precise Statement of Relief Sought

The Administrator seeks backwages of $23,952.60[2] for nine nonimmigrant workers, and a civil money penalty of $10,000 for Respondents' failure to comply with the requirements of the H-2b program for the 2013 season for nine nonimmigrant workers.

(4) Stipulated Facts

The Administrator has proposed stipulations to Respondents but has not been made aware that Respondents agree to the proposed stipulations. Respondents have not proposed any stipulations to the Administrator.

(5) Disputed Facts

The Administrator believes the following facts are in dispute:

(i) The duties performed by the nine[3] nonimmigrant workers for whom the Administrator has calculated backwages;

(ii) The amount of backwages due each nonimmigrant employee.

(6) Plaintiff's Witness List

Regional Enforcement Coordinator Ramon Huaracha Estimated Time on Direct: 1 hour

U.S.DOL: Wage and Hour Division
700 Ygnacio Valley Road, Suite 300
Walnut Creek, CA 94596

[2] Pending this Court's approval of the Administrator's unopposed April 9, 2019 Motion for Leave to Amend the amount in the Summary of Violations.

[3] Properly, there are ten nonimmigrant employees due backwages. The Administrator inadvertently left a nonimmigrant worker off the list of re-computed backwages in his trial exhibits. The Administrator may move this Court to conform the remedy to the evidence before, during, or after the hearing.

It is expected that Regional Enforcement Coordinator Huaracha's testimony will explain and prove the backwages due nonimmigrant workers and the civil money penalty assessed against Respondents.

Former Wage Hour Investigator Carrie Aguilar Estimated Time on Direct: 2 hours

U.S. DOL: Wage and Hour Division
620 SW Main Street, #423
Portland, OR 97205

It is expected that former Wage Hour Investigator Carrie Aguilar's testimony will prove the Administrator's determination that nonimmigrant workers performed duties not specified in, and ultimately uncompensated by Respondents' TEC. It is further expected that Ms. Aguilar will explain her reconstruction of backwages due and demonstrate it is reasonable though it be approximate.

Ms. Aguilar is presently the Assistant District Director of the Portland District Office.

Witnesses whose deposition will be offered:

The Administrator does not presently have any deposition to offer in lieu of direct testimony. Ms. Aguilar's deposition and the deposition of an Agency designated representative pursuant to 29 C.F.R. §18.64(b)(6) will be taken on April 19, 2019 but no transcript is presently available necessary to satisfy this pretrial deadline.

Rebuttal witnesses and/or exhibits need not be disclosed.

(7) Joint Exhibits

So as to avoid duplication, the Administrator has withdrawn three previously-marked trial exhibits exchanged with Respondents prior to this Prehearing Statement (prior exhibits B, F, and S) and will rely instead on Respondents' previously-marked trial exhibits (respectively: originally-marked 19, 5, and 48). No joint exhibits have been marked.

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(8) Administrator's Exhibit List

Tab	Date	Author	Proof
A	3-22-13	Wage and Hour	Date Respondents were on notice to provide specified payroll documentation for WH's investigation; commencement of WH's investigation
B	12-14-12	DOL: ETA	Approval for Respondents to voluntarily engage in the H-2b program pursuant to their compliance with specified rules including payment of employees
C	12-17-12	Respondents	Requirements Respondents promised to comply with
D	12-17-12	Respondents	Evidence of Respondents' noncompliance with the H-2b program
E	Undated	Respondents	Partial basis of Administrator's computed remedies
F	Various	Wage and Hour; interviewed witnesses	Partial basis of Administrator's computed remedies
G	~3-19-13	Respondents	Partial basis of Administrator's computed remedies
H	April 2013	Respondents	Partial basis of Administrator's computed remedies
I	n/a	Administrator	WHI's computations of backwages due
J	Covers period 7/12 to 6/13	Foreign Labor Certification Data Center	WHI's reconstruction of rate to be paid nonimmigrant employees
K	2-28-18	Respondents	Defines Respondents' positions and defenses
L	12-14-18	Administrator	Establishes Respondents' requirements to provide formal position on specific facts
M	1-16-19	Respondents	Establishes Respondents' formal position on specific facts
N	1-16-19	Respondents	Establishes Respondents' formal position on specific facts
O	1-16-19	Respondents	Establishes Respondents' formal position on specific facts
P	4-1-19	Respondents	Establishes Respondents' formal position on specific facts

Tab	Date	Author	Proof
Q	4-1-19	Respondents	Establishes Respondents' formal position on specific facts

(9) Estimate of time required for trial

The Administrator estimates the need for four hours to present his case. Estimates of time are provided *supra* for each witness.

(10) Additional information

The Administrator has told counsel for Respondents that he does not object to telephone testimony which Respondent may wish to present at the hearing provided it meets all Court requirements for presentation.

The Administrator will determine the need for motions *in limine* after receiving and reviewing Respondents' finalized Trial Exhibits.

FILED this 15th day of April, 2019

Kate O'Scannlain
Solicitor of Labor

Janet M. Herold
Regional Solicitor

Bruce L. Brown
Associate Regional Solicitor

Jeannie Gorman
Senior Trial Attorney

By: _____

U.S. DEPARTMENT OF LABOR
Attorneys for the Administrator
SIGNED this 11th day of April, 2019

RC
5/8/19
MB
RECEIVED
APR 16 2019
Office of Administrative Law Judges
San Francisco, CA

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES

In the Matter of:	*	
ADMINISTRATOR,	*	
WAGE & HOUR DIVISION		**Case No.:** 2018-TNE-00019
Plaintiff	*	
		WHD Reference #: 1689932
v.	*	
BUTLER AMUSEMENTS, INC., and	*	
MICHAEL BRAJEVICH		
Respondents	*	

* * * * * * * * * * * * * *

RESPONDENTS' PREHEARING STATEMENT

Respondents Butler Amusements, Inc., and Michael Brajevich, submit this prehearing statement.

I. RESPONDENT'S NAME

Respondents' names are Butler Amusements, Inc., and Michael Brajevich

II. ISSUES OF LAW

Respondent's legal issues are based solely on the pending determination letter, dated February 6, 2018. In addition to the issues identified in the Administrator's prehearing statement, Respondents raise these further issues of law:

Whether the 2008 Rules and 2015 procedural regulations are enforceable.

Whether the Administrator's charges contravene the statute of limitations or laches.

Whether Respondents willfully misrepresented its application or substantially failed to comply with the 2008 Rules.

Whether Respondents willfully misclassified certain H-2B workers in knowing and substantial violation of the 2008 Rules.

Whether the Administrator has an enforceable regulation that precludes the Respondents from meeting its prevailing wage obligations through non-cash value or facilities.

Whether Respondents are entitled to full-value credit for providing employees with bunkhouses, convenience travel, in-country and out-country travel, income taxes, and a prepayment plan.

Whether the Administrator has an enforceable regulation advising employers that are exempt from the Fair Labor Standards Act how to complete Form ETA 9142 or I-129.

Whether the Administrator improperly calculated back wages by failing to include credit for bunkhouses, local convenience travel, in and out of country travel, income taxes, a prepayment plan, variations in the prevailing wage from one location to another, bonuses, reimbursement of employee expenses, and food.

Whether the remedy of back wages are authorized for any purported misclassification.

Whether Respondents are liable for back wages or civil money penalties.

Whether Respondent Michael Brajevich was charged with a violation in his individual capacity, and is liable as such.

Whether the standard of review is *de novo*.

Whether the Administrator, rather than the Office of Foreign Labor Certification, may enforce any purported misclassification.,

III. PRECISE RELIEF SOUGHT

Respondents request that the determination letter be dismissed with prejudice without any adverse findings as to Respondents.

IV. STIPULATED FACTS

Although the parties have conducted a conference under 29 C.F.R. § 18.80 (b) and discussed possible stipulations, they have not yet been reduced to written form.

V. DISPUTED FACTS

Respondents' factual issues are based solely on the pending determination letter,

dated February 6, 2018. In addition to the issues identified in the Administrator's prehearing statement, Respondents raise these further issues of fact:

Whether the Respondents reasonably or in good faith relied upon Department of Labor or State Workforce Agencies' regulations, interpretations, administrative practice, or enforcement policy.

Whether the Respondents reasonably or in good faith relied upon professional counsel.

Whether the Respondents reasonably or in good faith believed that they had committed no violation.

Whether the Administrator unjustifiably delayed filing the determination letter to the prejudice of Respondents.

Whether Respondents willfully and substantially violated any known regulation.

The amount of back wages or civil money penalties caused by Respondents' purported violations.

The value to which Respondents are credited for providing bunkhouses, local convenience travel, in and out of country travel, and income taxes.

VI. WITNESS LIST

Respondent will or may call:

Name	Address	Live v. Depo	Testimony	Time Est.
Michael Brajevich	8035 SW Cirrus Drive, Suite 21-E, Beaverton, OR 97008	Live	Will testify regarding the employer's history, compliance with regulatory provisions, industry custom and practice, tabulations of the FLSA exemption, various credits, prejudice to the employer from the late filing, and the absence of any willful and substantial violation.	2 hrs
Tom Shobaken	8035 SW Cirrus Drive, Suite 21-E, Beaverton, OR 97008	Live	Will testify regarding pay rates and the payment of income taxes for the relevant employees in the 2013 season.	20 min.
Steve Nittler	2270 Douglas Blvd, Suite 108, Roseville, CA 95661	Live	Will testify regarding his calculations of the FLSA exemption, as well as credits for providing bunkhouses, local convenience travel, in and out of country travel, and income taxes.	45 min.
Kurt Vomburg	8035 SW Cirrus Drive, Suite 21-E, Beaverton, OR 97008	Live	Will testify regarding credits for providing bunkhouses, local convenience travel, in and out of country travel, and income taxes; duties of the relevant employees.	20 min.

Name	Address	Live v. Depo	Testimony	Time Est.
Kelly Butler	8035 SW Cirrus Drive, Suite 21-E, Beaverton, OR 97008	Live	Will testify regarding credits for providing bunkhouses, local convenience travel, in and out of country travel, and income taxes; duties of the relevant employees.	30 min.
Gena Tuttle	8035 SW Cirrus Drive, Suite 21-E, Beaverton, OR 97008	Live	Will testify regarding credits for providing bunkhouses, local convenience travel, in and out of country travel, and income taxes; duties of the relevant employees.	30 min.
James Judkins	32775 FM 106, Rio Hondo, TX 78583	Live	Will testify regarding the choice of job codes, and industry custom and practice.	20 min.
WHD Investigator Carrie Aguilar	USDOL,Wage Hour Division, 620 SW Main St Room 423, Portland, OR 97205	Both	Will testify regarding the factual basis for her investigation, the date of any violations, the delay in filing the determination letter, and the Administrator's proof of the elements of the violation.	90 min.
WHD's corporate representative	Unknown	Depo	"	0
Saul Estadillo Herrera	Confidential	Live	Will testify regarding the job offer, credits, work hours, timekeeping practices, and job duties performed.	15 min.
Gustavo Gamero		Live	"	15 min.
Sergio Guzman		Live	"	15 min.
Jaime Hernandez		Live	"	15 min.
Omar Lopez		Live	"	15 min.
Antonio Mendez		Live	"	15 min.
Jose Ortego		Live	"	15 min.
Fernando Preza		Live	"	15 min.
Felipe Villegas Quijano		Live	"	15 min.

Name	Address	Live v. Depo	Testimony	Time Est.
Marilu Zepeda		Live	"	15 min.

Respondent continues to reserve the right to amend this list, call witnesses identified by the Administrator, or call witnesses for the purpose of rebuttal or impeachment. The testimony of one or more witnesses may be offered in the form of depositions, affidavits, or witness statements.

VII. JOINT EXHIBITS

It is anticipated that joint exhibits will be identified in the Administrator's prehearing statement.

VIII. EXHIBIT LIST

Respondent's amended exhibit list, along with reservations, is attached. Respondent reserves the right to supplement this list and to identify additional exhibits as necessary based on the needs of the case and the Administrator's recent representations.

IX. TIME ESTIMATE

Respondents estimate that their case in chief will take one day.

X. OTHER INFORMATION

Respondents may need the assistance of a Spanish interpreter. Respondents anticipate presenting certain testimony by telephone and request to know whether the necessary telephone connection will be available.

R Wayne Pierce

R. WAYNE PIERCE
The Pierce Law Firm, LLC

133 Defense Highway, Suite 201
Annapolis, MD 21401
Phone: 410-573-9955
Fax: 410-573-9956
Email: wpierce@adventurelaw.com

Attorney for Respondents

CERTIFICATE OF SERVICE

Respondents Butler Amusements, Inc., and Michael Brajevich, hereby certify that on **April 15, 2019,** copies of the following:

1. Respondents' Prehearing Statement

Was sent by Federal Express to:

Judge Richard M. Clark
U.S. Department of Labor
Office of Administrative Law Judges
90 Seventh Street, Suite 4-800
San Francisco, California 94103-1516
415-625-2201

And via e-mail and U.S. mail to:

Jeannie Gorman
US Department of Labor
Office of the Solicitor
300 5th Avenue, Suite 1120
Seattle, Washington 98104-2397
Ph: (206) 757-6762
Fax: (206) 757-6761
Gorman.jeannie@dol.gov

And via U.S. mail to:

U.S. Department of Labor
Chief Administrative Law Judge
800 K Street N.W., Room 400 North
Washington, DC 20001-8002

R Wayne Pierce

R. WAYNE PIERCE

RECEIVED
APR 16 2019
Office of Administrative Law Judges
San Francisco, Ca

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES

In the Matter of:	*	
ADMINISTRATOR,	*	
WAGE & HOUR DIVISION		**Case No.:** 2018-TNE-00019
Plaintiff	*	
		WHD Reference #: 1689932
v.	*	
BUTLER AMUSEMENTS, INC., and	*	
MICHAEL BRAJEVICH		
Respondents	*	

* * * * * * * * * * * * * *

RESPONDENT'S AMENDED EXHIBIT LIST

Respondents Butler Amusements, Inc., and Michael Brajevich, provide the following exhibit list:

No.	Description	Relevance
1.	Job Order (18Oct12) (Butler 01236-01237)	Establishes job duties, credits, and pay rate.
2.	Advertisement (21Oct12) (Butler 01239)	"
3.	Advertisement (24Oct12) (Butler 01239)	"
4.	Instructions for #9141 (expires 31Oct12)	Establishes minimum criteria for describing job duties.
5.	ETA Form 9141 (2Nov12) (Butler 01240-01259)	Establishes job duties and pay rate.
6.	Instructions for #9142 (expires 31Oct15) < http://www.foreignlaborcert.doleta.gov/pdf/ETA_Form_9142B_General_Instructions.pdf >	Establishes minimum criteria for describing job duties, credits, and pay rate.
7.	Cover Letter, Form 9142, Agenda (7Nov12) (Butler 01260-01283)	Establishes the date of filing.
8.	Labor Certification (14Dec12) (Butler 01284-01295)	Establishes job duties, credits, and pay rate.
9.	Instructions for I-129 (expires 31Oct13) < http://web.archive.org/web/20140722164051/http://www.uscis.gov/sites/default/files/files/form/i-129instr.pdf >	Establishes minimum criteria for describing job duties and pay rate.

No.	Description	Relevance
10.	I-129 (17Dec13) (Butler 01296-01335)	Establishes job duties, credits, and pay rate.
11.	I-797B (4Jan13) (Butler 01336-01337)	Establishes date of eligibility.
12.	Letter from Carrie Aguilar (22Mar13)	Establishes date for initiating investigation.
13.	E-mail to Carrie Aguilar re FLSA Exemption (4Apr13) (Butler 01338-01343)	Establishes exemption from FLSA.
14.	WHD's Original Calculation of Back Wages (22Nov13) (Butler 01673-01674)	Establishes WHD's inconsistent calculation of back wages.
15.	E-mail to Carrie Aguilar (27Dec13) (Butler 01675-01678)	Memorializes WHD's original enforcement position.
16.	E-mail from Carrie Aguilar re Revised Calculation of Back Wages (25Feb14) (Butler 01679-0168 line)	Establishes WHD's inconsistent calculation of back wages.
17.	WHD's Investigative Narrative	Establishes WHD's theory of the case.
18.	WHD's Calculation of Back Wages	Establishes WHD's inconsistent calculation of back wages.
19.	Determination Letter (6Feb18)	Establishes the purported violations, calculation of back wages, and statute of limitations date.
20.	Revenue Documents – Confidential (2012) (Butler 01516-01631)	Provides documentation to be able to calculate the FLSA exemption.
21.	Evidence Summary – Calculation of FLSA Ratio Test (2012)	Establishes exemption from FLSA.
22.	Affidavit of CPA Steve Nittler	Establishes the methodology for determining the FLSA calculation.
23.	Resume of CPA Steve Nittler	Establishes the CPA's qualifications to determine the calculations.
24.	Identity of Employees (2013)	Establishes dates when workers arrived for work in 2013.
25.	**Withdrawn**	
26.	Timesheets and Payroll (2013) (Butler 000001-001074, 01206-01222, 01632-01672)	Establishes job duties, credits, worksites, work hours, and pay rate.
27.	Itinerary (Jan-Apr13) (Butler 01227)	Establishes worksites.
28.	Evidence Summary – Itinerary (2013)	Establishes areas of intended employment.
29.	List of Event Addresses (Jan-Apr13) (Butler 01228-01235, 01504-01514)	"
30.	**Bunkhouse** Costs (2013)	Provides documentation to be able to calculate the housing credit.
31.	Evidence Summary – Calculation of Bunkhouse Value (2013)	Establishes the calculation of

No.	Description	Relevance
		the housing credit.
32.	Affidavit of CPA Steve Nittler	Establishes the methodology for calculating the housing credit.
33.	Relocation Costs (2013) (Butler 01845-01860)	Provides documentation to be able to calculate credit for relocation costs.
34.	Evidence Summary – Calculation of Relocation Costs (2013) (Butler 01844)	Establishes the calculation of credit for relocation costs.
35.	Local Convenience Travel Costs (2013) (Butler 01761-01816)	Provides documentation to be able to calculate credit ,for local convenience travel.
36.	Evidence Summary – Calculation of Local Convenience Travel Costs (2013) (Butler 01759-01760)	Establishes the calculation of credit for local convenience travel.
37.	W-2s (2013)	Establishes income taxes paid by Respondent on behalf of workers.
38.	Affidavit of CPA Steve Nittler	Establishes the calculation of credit for income taxes.
39.	Cumulated Employee Witness Statements	Establishes employee knowledge of job offer and credits.
40.	Deposition Testimony of Carrie Aguilar	Establishes the factual basis for the investigation and the Administrator's proof on the elements of the violation.
41.	Deposition Testimony of the Administrator's Corporate Representative	Establishes the factual basis for the investigation and the Administrator's proof on the elements of the violation.
42.	Evidence Summary – Wage Rates per Job Code per County	Establishes the pay rates at issue in this case per worksite in 2013 based on OFLC's primary wage data.
43.	Evidence Summary – Wage Rates per Job Code per County – EDC	Establishes the pay rates at issue in this case per worksite in 2013 based on OFLC's EDC wage data.
44.	Evidence Summary – WHD's Calculation of Back Wages	Establishes WHD's inconsistent calculation of back wages.
45.	Evidence Summary – Hours Worked	Establishes weekly hours worked based on timesheets.
46.	Evidence Summary – Wages Earned	Establishes compensation earned based on hours worked.
47.	Evidence Summary – Compensation Paid	Establishes total compensation paid as cash or credits.
48.	Respondent's Supplemental Interrogatory Answers (1Apr19)	Establishes the factual details of Respondent's defenses, and Respondent's representations

No.	Description	Relevance
		regarding wage rate and credits.
49.	Description of O*Net Components < https://www.onetcenter.org/database.html >	Establishes the criteria and job duties for Respondent's job code.
50.	O*Net Summary Report for 39-3091	"
51.	O*Net Detailed Report for 39-3091	"
52.	O*Net Code Connector for 39-3091	"
53.	O*Net Recreation Worker Description	Establishes the criteria and job duties for the related position of "recreation worker."
54.	O*Net Summary Report for 53-3032	Establishes the criteria and job duties for the truck driver job code.
55.	O*Net Detailed Report for 53-3032	"
56.	O*Net Code Connector for 53-3032	"
57.	O*Net Truck Driver Description	Establishes the criteria and job duties for the related position of "truck tractor."
58.	O*Net Job Title Search for "Amusement Driver"	Establishes presumptively valid job codes for "amusement driver."
59.	O*Net Summary Report for 49-9071	Establishes the criteria and job duties for the mechanic job code.
60.	O*Net Detailed Report for 49-9071	"
61.	O*Net Code Connector for 49-9071	"
62.	O*Net Mechanic Description	Establishes the criteria and job duties for the related position of "mechanic."
63.	O*Net Job Title Search for "Amusement Mechanic"	Establishes presumptively valid job codes for "amusement mechanic."
64.	O*Net Summary Report for 39-1021	Establishes the criteria and job duties for the amusement supervisor job code.
65.	O*Net Detailed Report for 39-1021	"
66.	O*Net Code Connector for 39-1021	"
67.	O*Net Job Title Search for "Amusement Supervisor"	Establishes presumptively valid job codes for "amusement supervisor."
68.	OFLC Archived Wage Data < http://www.flcdatacenter.com/download.aspx >	Establishes the source of OFLC 2013 wage data.
69.	OFLC's Geographic Codes for Worksites	Establishes the "area code" for each of the 4 relevant areas of intended employment.
70.	OFLC's SOC Job Codes	Establishes SOC job codes from O*Net.
71.	OFLC's 2010 Directory for SOC Job Codes	Establishes OFLC's job descriptions for SOC job codes.

No.	Description	Relevance
72.	**Withdrawn**	
73.	OFLC's SOC Crosswalk Plus	Establishes OFLC's job descriptions for SOC job codes.
74.	OFLC's 2013 Wage Levels per Job Code	Establishes wage levels for job codes in the relevant 4 areas of intended employment.
75.	OFLC's 2013 Wage Levels per Job Code – EDC	Establishes wage levels for job codes in the relevant 4 areas of intended employment.
76.	73 Fed. Reg. 78020 (19Dec08)	Establishes DOL's regulatory obligations for requesting H-2B workers, including wage rates, pay levels, and job descriptions.
77.	8 C.F.R. § 214.2 (h) (6) (2012)	Establishes DHS's regulatory obligations for requesting H-2B workers, including wage rates, pay levels, and job descriptions.
78.	49 Fed. Reg. 25837 (25Jun84)	Establishes special procedures for entertainers such as Respondent.
79.	TEGL 31-05 (31May06) < https://wdr.doleta.gov/directives/attach/TEGL/TEGL31-05.pdf >	"
80.	WHD, Field Assistance Bulletin No. 2007-1 (2May07)	Establishes that a housing credit is available to Respondent.
81.	TEGL 27-06 (12Jun07) < https://wdr.doleta.gov/directives/attach/TEGL/TEGL27-06.pdf >	"
82.	73 Fed. Reg. 29930 (22May08)	Establishes the dual-position rule.
83.	Guidance Letter from DoL (12Aug08)	Establishes that a housing credit is available to Respondent.
84.	73 Fed. Reg. 77110 (18Dec08)	Establishes the meeting of "job offer" and that Respondent is entitled to the credits claimed.
85.	E-mail from OFLC (16Jun09)	Establishes that a housing credit is available to Respondent.
86.	DOLETA, Prevailing Wage Determination Policy Guidance (Nov09) < http://www.foreignlaborcert.doleta.gov/pdf/NPWHC_Guidance_Revised_11_2009.pdf >	Establishes how to determine a job code and corresponding pay levels.
87.	WHD, Fact Sheet 69 (1Oct09)	Establishes that a housing credit is available to Respondent.
88.	DOLETA, 2010 SOC User Guide (Feb10) < https://www.bls.gov/soc/soc_2010_user_guide.pdf >	Establishes how to determine a job code and corresponding pay levels.
89.	DOLETA, 2010 SOC Definitions (Feb10)	Establishes how to determine a job code and corresponding

No.	Description	Relevance
	< https://www.bls.gov/soc/soc_2010_definitions.pdf >	pay levels.
90.	DOLETA, Direct Match Title File (Feb10)	Establishes how to determine a job code and corresponding pay levels.
91.	DOLETA, FAQ (Mar10) < http://www.foreignlaborcert.doleta.gov/pdf/NPWHC_Guidance_Revised_03_2010.pdf >	Establishes how to determine a job code and corresponding pay levels.
92.	WHD, Fact Sheet #63 (Jul10)	Establishes that a housing credit is available to Respondent.
93.	DOLETA, Regulatory Agenda Chat at 2:16 PM (14Jul11) < http://www.dol.gov/regulations/chat-eta-201107.htm >	Establishes that a housing credit is available to Respondent.
94.	DOLETA, FAQs (1Sep11)	Establishes how to determine a job code and corresponding pay levels.
95.	77 Fed. Reg. 10038 (21Feb12)	Establishes how the 2012 rules were changed from the 2008 rules.
96.	WHD, Comparison of 2008 v. 2012 Rules (21Feb12)	Establishes how the 2012 rules were changed from the 2008 rules.
97.	WHD, H-2B Program Enforcement (17Apr12)	Establishes how the 2012 rules were changed from the 2008 rules.
98.	DOLETA, FAQ (25Feb13)	Establishes how to determine a job code and corresponding pay levels.
99.	DOLETA, Report on Analysis of Work Activities (27Feb14) < https://www.onetcenter.org/dl_files/DWA_2014.pdf >	Establishes how to determine a job code and corresponding pay levels.
100.	Administrator v. Wade Shows (10Apr15)	Establishes that a housing credit is available to Respondent.
101.	WHD, Comparison of 2008 v. 2015 Rules (1May15)	Establishes how the 2015 rules were changed from the 2008 rules.
102.	WHD, Field Assistance Bulletin No. 2015-1 (17Dec15) < https://www.dol.gov/whd/FieldBulletins/fab2015_1.pdf >	Establishes that a housing credit is available to Respondent.
103.	WHD, Field Operations Handbook (29Jun16) < https://www.dol.gov/whd/FOH/FOH_Ch46.pdf >	Establishes that a housing credit is available to Respondent.
104.	OIG, Investigation of H-2B Forms (31Jan19)	Establishes how to show the employer's willful violation.
105.	Administrator's Written Discovery (14Dec18)	Establishes WHD's inconsistent calculation of back wages.
106.	Administrator's Initial Disclosure (14Dec18)	Establishes WHD's inconsistent calculation of back wages.

No.	Description	Relevance
107.		
108.		
109.		
110.		

Respondent reserves the right to amend this list, introduce excerpts from discovery materials, as well as any exhibits identified or provided by the Administrator, obtained for trial, or for impeachment or rebuttal.

By Counsel:

R Wayne Pierce

R. Wayne Pierce
The Pierce Law Firm, LLC
133 Defense Highway, Suite 201
Annapolis, Maryland 21401
Work: 410-573-9955
Fax: 410-573-9956
wpierce@adventurelaw.com

CERTIFICATE OF SERVICE

Respondent Butler Amusements, Inc., hereby certifies that on **April 15, 2019,** copies of the following:

1. Respondent's Amended Exhibit List

Was sent via e-mail and U.S. mail to:

Jeannie Gorman
US Department of Labor
Office of the Solicitor
300 5th Avenue, Suite 1120
Seattle, Washington 98104-2397
Ph: (206) 757-6762
Fax: (206) 757-6761
Gorman.jeannie@dol.gov

R. Wayne Pierce

R. WAYNE PIERCE

U.S. Department of Labor

Office of Administrative Law Judges
90 Seventh Street, Suite 4-800
San Francisco, CA 94103-1516

(415) 625-2200
(415) 625-2201 (FAX)

Issue Date: 23 April 2019

CASE NO.: 2018-TNE-00019

In the Matter of:

ADMINISTRATOR, WAGE & HOUR DIVISION,
Prosecuting Party,

v.

BUTLER AMUSEMENTS, INC. AND
MICHAEL BRAJEVICH, an individual,
Respondents.

ORDER SETTING HEARING LOCATION

On November 30, 2018, a Notice of Hearing and Pre-Hearing Order was issued in this matter, scheduling the hearing for May 8 to 10, 2019, beginning at 9:00 a.m., at a location to be determined in Portland, Oregon. The Hearing will be held at the following location:

U. S. District Court
1000 SW Third Ave.
Courtroom 13A
Portland, OR 97204

SO ORDERED.

Digitally signed by Richard M.Clark
DN: CN=Richard M.Clark, OU=Administrative Law Judge, O=US DOL Office of Administrative Law Judges, L=San Francisco, S=CA, C=US
Location: San Francisco CA

RICHARD M. CLARK
Administrative Law Judge

SERVICE SHEET

Case Name: **WAGE_AND_HOUR_DIVISI_v_BUTLER_AMUSEMENTS_IN_**

Case Number: **2018TNE00019**

Document Title: **ORDER SETTING HEARING LOCATION**

I hereby certify that a copy of the above-referenced document was sent to the following this 23rd day of April, 2019:

Digitally signed by MARYANNE B. BALLARD
DN: CN=MARYANNE B. BALLARD, OU=LEGAL ASSISTANT, O=US DOL Office of Administrative Law Judges, L=San Francisco, S=CA, C=US
Location: San Francisco CA

MARYANNE B. BALLARD
LEGAL ASSISTANT

Michael Brajevich, CEO
Butler Amusements, Inc.
8035 SW Cirrus Drive, Ste 21-E
BEAVERTPN OR 97008
{Hard Copy - Regular Mail}

R. Wayne Pierce, Esq.
The Pierce Law Firm, LLC
133 Defense Highway, Ste 201
ANNAPOLIS MD 21401-7015
{Hard Copy - Regular Mail/Email}

Jeannie Gorman, Esq.
U.S. Department of Labor
Office of the Solicitor
300 Fifth Avenue, Ste 1120
SEATTLE WA 98104
{Hard Copy - Regular Mail/Email}

Marc A Pilotin, Esq.
U.S. Department of Labor
Office of the Solicitor
90 7th Street, Ste 3-700
SAN FRANCISCO CA 94103
{Hard Copy - Courier}

Administrator
Wage and Hour Division
U. S. Dept. of Labor
Room S-3502, FPB
200 Constitution Ave., N.W.
WASHINGTON DC 20210
{Hard Copy - Regular Mail}

Counsel for Trial Litigation
Division of Fair Labor Standards
U. S. Department of Labor
Room N-2716, FPB
200 Constitution Ave., N.W.
WASHINGTON DC 20210
{Hard Copy - Regular Mail}

5/8/19 MB

THE PIERCE LAW FIRM, LLC

AdventureLaw

Email: WPierce@AdventureLaw.com
Direct: 410-573-9959

April 23, 2019

RECEIVED
APR 23 2019
Office of Administrative Law Judges
San Francisco, Ca

Via telefax
Judge Richard Clark
US Department Of Labor
Office of Administrative Law Judges
90 Seventh Avenue, Suite 4-800
San Francisco, California 94103

Re: Administrator v. Butler Amusements, Inc.
Case No. 2018-TNE-00019

Dear Judge Clark:

I am writing to request Your Honor's reconsideration of the hearing location.

During the scheduling conference on November 29, 2018, this issue was discussed at length and it was agreed that the hearing would be held in San Francisco. This was based on the fact that my client's mobile amusement operation and nearly all of our anticipated witnesses would be operating within an hour of San Francisco. Obviously, this would also be more convenient for Your Honor. The only witness in Portland is the Wage and Hour investigator.

The scheduling order itself repeated that the hearing would be in Portland, but this appeared to be merely a matter of repeating the previous version of that same document without updating the new ruling. Counsel had discussed this issue and agreed that the hearing would be in San Francisco as originally order. Respondents have made trial and travel plans based on the original determination that the hearing would be in San Francisco.

Sincerely,

R Wayne Pierce

R. Wayne Pierce

RWP:kmp

Insert -> Footer -> Edit Footer -> Insert -> Quick parts -> Field -> File name -> (none) -> Add path to file name -> okay

4/24/19 both parties emailed WD location change MB

cc: Ms. Jeannie Gorman (via e-mail)

****
*** Receive Results ***
****

Receive job successful.

Job No.	8625
Address	4105739956
Name	
Start Time	04/23 12:56 PM
Call Length	00'48
Sheets	3
Result	OK

THE PIERCE LAW FIRM, LLC

AdventureLaw

Facsimile Cover Sheet

To: Judge Ricahrd Clark
Office of Administrative Law Judges

Fax No.: 1-415-625-2201 Phone No.: 415-625-2200

From: R. Wayne Pierce Phone No.: 410-573-9959

Date: 04/23/19 Time:

File No.: 16108 Pages including cover: 3

Message:

Please find attached a motion from Mr. Pierce regarding **Case No.:** 2018-TNE-00019.

Thank you.

Confidentiality Notice • The information in this transmission is intended only for the individual or entity named above. It may be legally privileged and confidential. If you have received this information in error, notify us immediately by calling our operator at the number set forth below. Send the original transmission to us by mail. Return postage is guaranteed. If the reader of this message is not the intended recipient, you are hereby notified that any disclosure, dissemination, distribution or copying of this communication or its contents is strictly prohibited. If you do not receive all pages or have any problems with receiving this transmission, please call.

RC 5/8/19 MB

THE PIERCE LAW FIRM, LLC

AdventureLaw

Email: WPierce@AdventureLaw.com
Direct: 410-573-9959

April 29, 2019

RECEIVED
APR 29 2019
Office of Administrative Law Judges
San Francisco, Ca

Via telefax
Judge Richard Clark
US Department Of Labor
Office of Administrative Law Judges
90 Seventh Avenue, Suite 4-800
San Francisco, California 94103

Re: ***Administrator v. Butler Amusements, Inc.***
Case No. 2018-TNE-00019

Dear Judge Clark:

Pursuant to the scheduling order, I am writing to request permission that the following witnesses be extended the option to testify by telephone:

Tom Shobaken
Steve Nittler
Kelly Butler
Gena Tuttle
James Judkins

The option to testify by telephone has been discussed with opposing counsel.

Sincerely,

R Wayne Pierce

R. Wayne Pierce

RWP:kmp

cc: Ms. Jeannie Gorman (via e-mail)

****
*** Receive Results ***
****

Receive job successful.

Job No.	8661
Address	4105739956
Name	
Start Time	04/29 09:38 AM
Call Length	00'41
Sheets	2
Result	OK

THE PIERCE LAW FIRM, LLC

AdventureLaw

Facsimile Cover Sheet

To:	Judge Richard Clark Office of Administrative Law Judges		
Fax No.:	1-415-625-2201	Phone No.:	415-625-2200 (Have to call first for permission to fax)
From:	R. Wayne Pierce	Phone No.:	410-573-9959
Date:	04/29/19	Time:	
File No.:	16108	Pages including cover:	2

Message:

Please find attached a letter to Judge Clark from Mr. Pierce regarding **Case No.:** 2018-TNE-00019.

Thank you.

RECEIVED

APR 29 2019

Office of Administrative Law Judges
San Francisco, Ca

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U.S. Department of Labor

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April 29, 2019

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VIA FACSIMILE ONLY
Hon. Richard Clark
U.S. Department of Labor
Office of Administrative Law Judges
90 Seventh Ave., Suite #4-800
San Francisco, CA 94103

RE: *Administrator v. Butler Amusements, Inc.* et al.
Case No. 2018-TNE-00019
Our SOL#: 09021900029

Dear Judge Clark:

Further to our Prehearing Conference this morning, please find the Administrator's Second Motion to Amend the List of Employees due Backwages and their amounts. As the Court requested, I included a chart of each employee's name, the job duties they performed, and the total amount of backwages sought.

So as to maintain consistency with the Administrator's Trial Exhibits, I am also attaching Trial Exhibit I to reflect the information contained in the Secretary's Motion. In the event the Court grants the motion, the Secretary will substitute the attached Exhibit I.

So as to avoid duplicate exhibits, the Administrator intended to rely on Respondents' Exhibit 19 for the Administrator's Determination Letter. Should the Court grant the attached Motion, the Summary of Violations attached to Respondents' Exhibit 19 will need revision as well. If the instant Motion is granted, I will provide all copies of the revised Summary of Violations (Respondents' Exhibit 19, page 5) at the hearing.

Thank you.

Very truly yours,

Bruce L. Brown
Associate Regional Solicitor

By: _____
Jeannie Gorman
Senior Trial Attorney

cc: Wayne Pierce (via email and UPS)

Bruce L. Brown
Associate Regiona Solicitor
Jeannie Gorman, Attorney
Office of the Solicitor
U.S. Department of Labor
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San Francisco, CA

OFFICE OF THE ADMINISTRATIVE LAW JUDGES
UNITED STATES DEPARTMENT OF LABOR

ADMINISTRATOR, WAGE AND HOUR DIVISION, UNITED STATES DEPARTMENT OF LABOR, Plaintiff, v. BUTLER AMUSEMENTS, INC. and MICHAEL BRAJEVICH, Respondents	ADMINISTRATIVE PROCEEDING Case No. 2018-TNE-00019 **ADMINISTRATOR'S SECOND MOTION TO AMEND THE EMPLOYEES DUE BACKWAGES AND THE AMOUNTS DUE**

COMES NOW the the Prosecuting Party, the Administrator of the Wage and Hour Division (the "Administrator"), and, pursuant to 29 C.F.R. §18.33 and the Court's Prehearing Conference of April 29, 2019, requests the Court amend the list of employees due backwages in this matter and the amounts due. This amendment is necessary to correct the Administrator's inadvertent failure to include one nonimmigrant employee in the amendment approved by the Court on April 12, 2019.

As provided during the parties' Prehearing Conference with the Court on April 29, 2019, the individual inadvertently left off the April 12 amendment, Sergio Guzman, does not present new information; Mr. Guzman was always included both as a basis for Respondents' violation and as an employee due backwages. The backwages due Mr. Guzman were provided to Respondents during the investigation.

The final list of nonimmigrant employees due backwages, the amount due, and the occupation each nonimmigrant performed is as follows:

Name	Occupation	Amount Due
Gustavo Gamero	Driver	$ 3,229.60
Sergio Guzman	Driver	$ 3,229.60
Jaime Hernandez	Shop Worker	$ 3,297.80
Saul Estadillo Herrera	Driver	$ 3,229.60
Omar Lopez	Supervisor	$ 3,051.40
Antonio Mendez	Supervisor	$ 574.00
Jose Ivan Ortega	Driver	$ 2,936.00
Fernando Preza	Driver	$ 3,229.60
Felipe Villegas Quijano	Shop Worker	$ 4,177.80
Marilu Zepeda	Administrative	$ 226.80
	Total:	$27,182.20

To reiterate the Administrator's position as stated in the Court's Prehearing Conference, there were always ten employees who formed the basis of Respondents' violations. Originally, nine of these nonimmigrant employees were due backwages; backwages were not initially calculated for Marilu Zepeda. However, in preparation for hearing, the Administrator revised the backwage calculations. During this revision, Mr. Guzman was inadvertently omitted from the Administrator's list.

Mr. Guzman is now included in the list above and in the Administrator's Trial Exhibit I, pages 1-3 (marked pages 213-215). The Administrator attaches his Trial Exhibit I consistent with this Motion.

Respectfully submitted this 29th day of April, 2019.

Kate O'Scannlain
Solicitor of Labor

Janet M. Herold
Regional Solicitor

Bruce L. Brown
Associate Regional Solicitor

Jeannie Gorman
Senior Trial Attorney

By: _____
U.S. DEPARTMENT OF LABOR
Attorneys for Plaintiff

005/008
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04/29/2019 13:54 FAX 2067576761

Back Wage Computations using Average Wage Rates
Butler Amusements, Inc. and Michael Brajevich

WWE	EE Name	Job performed	Location	Wage Rate	Weekly rate paid	Total PWR due	Total Due	HW x WW	Total Due Per EE
2/9/2013	Saul Estadillo Herrera	Driver	Holtville, CA	$ 19.84	$ 500.00	$ 793.60	$ 293.60	40	
2/16/2013	Saul Estadillo Herrera	Driver	Sunnyside, WA	$ 19.84	$ 500.00	$ 793.60	$ 293.60	40	
2/23/2013	Saul Estadillo Herrera	Driver	Indio, CA	$ 19.84	$ 500.00	$ 793.60	$ 293.60	40	
3/2/2013	Saul Estadillo Herrera	Driver	Goodyear, AZ	$ 19.84	$ 500.00	$ 793.60	$ 293.60	40	
3/9/2013	Saul Estadillo Herrera	Driver	Chandler, AZ	$ 19.84	$ 500.00	$ 793.60	$ 293.60	40	
3/16/2013	Saul Estadillo Herrera	Driver	Soledad, CA	$ 19.84	$ 500.00	$ 793.60	$ 293.60	40	
3/23/2013	Saul Estadillo Herrera	Driver	Phoenix, AZ	$ 19.84	$ 500.00	$ 793.60	$ 293.60	40	
3/30/2013	Saul Estadillo Herrera	Driver	Modesto, CA	$ 19.84	$ 500.00	$ 793.60	$ 293.60	40	
4/6/2013	Saul Estadillo Herrera	Driver	Antelope, CA	$ 19.84	$ 500.00	$ 793.60	$ 293.60	40	
4/13/2013	Saul Estadillo Herrera	Driver	Tracy, CA	$ 19.84	$ 500.00	$ 793.60	$ 293.60	40	
4/20/2013	Saul Estadillo Herrera	Driver	Lompoc, CA	$ 19.84	$ 500.00	$ 793.60	$ 293.60	40	$ 3,229.60
2/9/2013	Gustavo Gamero	Driver	Holtville, CA	$ 19.84	$ 500.00	$ 793.60	$ 293.60	40	
2/16/2013	Gustavo Gamero	Driver	Sunnyside, WA	$ 19.84	$ 500.00	$ 793.60	$ 293.60	40	
2/23/2013	Gustavo Gamero	Driver	Indio, CA	$ 19.84	$ 500.00	$ 793.60	$ 293.60	40	
3/2/2013	Gustavo Gamero	Driver	Goodyear, AZ	$ 19.84	$ 500.00	$ 793.60	$ 293.60	40	
3/9/2013	Gustavo Gamero	Driver	Chandler, AZ	$ 19.84	$ 500.00	$ 793.60	$ 293.60	40	
3/16/2013	Gustavo Gamero	Driver	Soledad, CA	$ 19.84	$ 500.00	$ 793.60	$ 293.60	40	
3/23/2013	Gustavo Gamero	Driver	Phoenix, AZ	$ 19.84	$ 500.00	$ 793.60	$ 293.60	40	
3/30/2013	Gustavo Gamero	Driver	Modesto, CA	$ 19.84	$ 500.00	$ 793.60	$ 293.60	40	
4/6/2013	Gustavo Gamero	Driver	Antelope, CA	$ 19.84	$ 500.00	$ 793.60	$ 293.60	40	
4/13/2013	Gustavo Gamero	Driver	Tracy, CA	$ 19.84	$ 500.00	$ 793.60	$ 293.60	40	
4/20/2013	Gustavo Gamero	Driver	Lompoc, CA	$ 19.84	$ 500.00	$ 793.60	$ 293.60	40	$ 3,229.60
2/16/2013	Jose Ivan Ortega	Driver	Sunnyside, WA	$ 19.84	$ 500.00	$ 793.60	$ 293.60	40	
2/23/2013	Jose Ivan Ortega	Driver	Indio, CA	$ 19.84	$ 500.00	$ 793.60	$ 293.60	40	
3/2/2013	Jose Ivan Ortega	Driver	Goodyear, AZ	$ 19.84	$ 500.00	$ 793.60	$ 293.60	40	
3/9/2013	Jose Ivan Ortega	Driver	Chandler, AZ	$ 19.84	$ 500.00	$ 793.60	$ 293.60	40	
3/16/2013	Jose Ivan Ortega	Driver	Soledad, CA	$ 19.84	$ 500.00	$ 793.60	$ 293.60	40	
3/23/2013	Jose Ivan Ortega	Driver	Phoenix, AZ	$ 19.84	$ 500.00	$ 793.60	$ 293.60	40	
3/30/2013	Jose Ivan Ortega	Driver	Modesto, CA	$ 19.84	$ 500.00	$ 793.60	$ 293.60	40	
4/6/2013	Jose Ivan Ortega	Driver	Antelope, CA	$ 19.84	$ 500.00	$ 793.60	$ 293.60	40	
4/13/2013	Jose Ivan Ortega	Driver	Tracy, CA	$ 19.84	$ 500.00	$ 793.60	$ 293.60	40	
4/20/2013	Jose Ivan Ortega	Driver	Lompoc, CA	$ 19.84	$ 500.00	$ 793.60	$ 293.60	40	$ 2,936.00

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Back Wage Computations using Average Wage Rates
Butler Amusements, Inc. and Michael Brajevich

WWE	EE Name	Job performed	Location	Wage Rate	Weekly rate paid	Total PWR due	Total Due	HW x WW	Total Due Per EE
2/9/2013	Fernando Preza	Driver	Holtville, CA	$ 19.84	$ 500.00	$ 793.60	$ 293.60	40	
2/16/2013	Fernando Preza	Driver	Sunnyside, WA	$ 19.84	$ 500.00	$ 793.60	$ 293.60	40	
2/23/2013	Fernando Preza	Driver	Indio, CA	$ 19.84	$ 500.00	$ 793.60	$ 293.60	40	
3/2/2013	Fernando Preza	Driver	Goodyear, AZ	$ 19.84	$ 500.00	$ 793.60	$ 293.60	40	
3/9/2013	Fernando Preza	Driver	Chandler, AZ	$ 19.84	$ 500.00	$ 793.60	$ 293.60	40	
3/16/2013	Fernando Preza	Driver	Soledad, CA	$ 19.84	$ 500.00	$ 793.60	$ 293.60	40	
3/23/2013	Fernando Preza	Driver	Phoenix, AZ	$ 19.84	$ 500.00	$ 793.60	$ 293.60	40	
3/30/2013	Fernando Preza	Driver	Modesto, CA	$ 19.84	$ 500.00	$ 793.60	$ 293.60	40	
4/6/2013	Fernando Preza	Driver	Antelope, CA	$ 19.84	$ 500.00	$ 793.60	$ 293.60	40	
4/13/2013	Fernando Preza	Driver	Tracy, CA	$ 19.84	$ 500.00	$ 793.60	$ 293.60	40	
4/20/2013	Fernando Preza	Driver	Lompoc, CA	$ 19.84	$ 500.00	$ 793.60	$ 293.60	40	$ 3,229.60
2/9/2013	Omar Lopez	Supervisor	Yakima, WA	$ 20.06	$ 525.00	$ 802.40	$ 277.40	40	
2/16/2013	Omar Lopez	Supervisor	Sunnyside, WA	$ 20.06	$ 525.00	$ 802.40	$ 277.40	40	
2/23/2013	Omar Lopez	Supervisor	Indio, CA	$ 20.06	$ 525.00	$ 802.40	$ 277.40	40	
3/2/2013	Omar Lopez	Supervisor	Jurupa Valley, CA	$ 20.06	$ 525.00	$ 802.40	$ 277.40	40	
3/9/2013	Omar Lopez	Supervisor	Chandler, AZ	$ 20.06	$ 525.00	$ 802.40	$ 277.40	40	
3/16/2013	Omar Lopez	Supervisor	Wenatchee, WA	$ 20.06	$ 525.00	$ 802.40	$ 277.40	40	
3/23/2013	Omar Lopez	Supervisor	Phoenix, AZ	$ 20.06	$ 525.00	$ 802.40	$ 277.40	40	
3/30/2013	Omar Lopez	Supervisor	Moses Lake, WA	$ 20.06	$ 525.00	$ 802.40	$ 277.40	40	
4/6/2013	Omar Lopez	Supervisor	Antelope, CA	$ 20.06	$ 525.00	$ 802.40	$ 277.40	40	
4/13/2013	Omar Lopez	Supervisor	Phoenix, AZ	$ 20.06	$ 525.00	$ 802.40	$ 277.40	40	
4/20/2013	Omar Lopez	Supervisor	Lompoc, CA	$ 20.06	$ 525.00	$ 802.40	$ 277.40	40	$ 3,051.40
2/9/2013	Antonio Mendez	Supervisor	Yakima, WA	$ 20.06	$ 745.00	$ 802.40	$ 57.40	40	
2/16/2013	Antonio Mendez	Supervisor	Sunnyside, WA	$ 20.06	$ 745.00	$ 802.40	$ 57.40	40	
2/23/2013	Antonio Mendez	Supervisor	Indio, CA	$ 20.06	$ 745.00	$ 802.40	$ 57.40	40	
3/2/2013	Antonio Mendez	Supervisor	Jurupa Valley, CA	$ 20.06	$ 745.00	$ 802.40	$ 57.40	40	
3/9/2013	Antonio Mendez	Supervisor	Chandler, AZ	$ 20.06	$ 745.00	$ 802.40	$ 57.40	40	
3/16/2013	Antonio Mendez	Supervisor	Wenatchee, WA	$ 20.06	$ 745.00	$ 802.40	$ 57.40	40	
3/23/2013	Antonio Mendez	Supervisor	Phoenix, AZ	$ 20.06	$ 745.00	$ 802.40		40	
3/30/2013	Antonio Mendez	Supervisor	Moses Lake, WA	$ 20.06	$ 745.00	$ 802.40	$ 57.40	40	
4/6/2013	Antonio Mendez	Supervisor	Antelope, CA	$ 20.06	$ 745.00	$ 802.40	$ 57.40	40	
4/13/2013	Antonio Mendez	Supervisor	Phoenix, AZ	$ 20.06	$ 745.00	$ 802.40	$ 57.40	40	
4/20/2013	Antonio Mendez	Supervisor	Lompoc, CA	$ 20.06	$ 745.00	$ 802.40	$ 57.40	40	$ 574.00

Butler: 2018-TNE-1
Administrator's Exhib
Ex 1-2, Page 21

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Back Wage Computations using Average Wage Rates
Butler Amusements, Inc. and Michael Brajevich

WWE	EE Name	Job performed	Location	Wage Rate	Weekly rate paid	Total PWR due	Total Due	HW x WW	Total Due Per EE
2/9/2013	Marilu Zepeda	Admin	Yakima, WA	$ 15.81	$ 600.00	$ 632.40		40	
2/16/2013	Marilu Zepeda	Admin	Sunnyside, WA	$ 15.81	$ 600.00	$ 632.40		40	
2/23/2013	Marilu Zepeda	Admin	Indio, CA	$ 15.81	$ 600.00	$ 632.40		40	
3/2/2013	Marilu Zepeda	Admin	Jurupa Valley, CA	$ 15.81	$ 600.00	$ 632.40	$ 32.40	40	
3/9/2013	Marilu Zepeda	Admin	Oakland, CA	$ 15.81	$ 600.00	$ 632.40	$ 32.40	40	
3/16/2013	Marilu Zepeda	Admin	Soledad, CA	$ 15.81	$ 600.00	$ 632.40	$ 32.40	40	
3/23/2013	Marilu Zepeda	Admin	Phoenix, AZ	$ 15.81	$ 600.00	$ 632.40	$ 32.40	40	
3/30/2013	Marilu Zepeda	Admin	Moses Lake, WA	$ 15.81	$ 600.00	$ 632.40	$ 32.40	40	
4/6/2013	Marilu Zepeda	Admin	Bay Point, CA	$ 15.81	$ 600.00	$ 632.40	$ 32.40	40	
4/13/2013	Marilu Zepeda	Admin	Richmond, CA	$ 15.81	$ 600.00	$ 632.40	$ 32.40	40	
4/20/2013	Marilu Zepeda	Admin	Lompoc, CA	$ 15.81	$ 600.00	$ 632.40		40	$ 226.80
2/9/2013	Felipe Villegas Quijano	Shop Worker	Yakima, WA	$ 19.37	$ 395.00	$ 774.80	$ 379.80	40	
2/16/2013	Felipe Villegas Quijano	Shop Worker	Sunnyside, WA	$ 19.37	$ 395.00	$ 774.80	$ 379.80	40	
2/23/2013	Felipe Villegas Quijano	Shop Worker	Indio, CA	$ 19.37	$ 395.00	$ 774.80	$ 379.80	40	
3/2/2013	Felipe Villegas Quijano	Shop Worker	Ellensburg, WA	$ 19.37	$ 395.00	$ 774.80	$ 379.80	40	
3/9/2013	Felipe Villegas Quijano	Shop Worker	Hesperia, CA	$ 19.37	$ 395.00	$ 774.80	$ 379.80	40	
3/16/2013	Felipe Villegas Quijano	Shop Worker	Soledad, CA	$ 19.37	$ 395.00	$ 774.80	$ 379.80	40	
3/23/2013	Felipe Villegas Quijano	Shop Worker	Phoenix, AZ	$ 19.37	$ 395.00	$ 774.80	$ 379.80	40	
3/30/2013	Felipe Villegas Quijano	Shop Worker	Modesto, CA	$ 19.37	$ 395.00	$ 774.80	$ 379.80	40	
4/6/2013	Felipe Villegas Quijano	Shop Worker	Antelope, CA	$ 19.37	$ 395.00	$ 774.80	$ 379.80	40	
4/13/2013	Felipe Villegas Quijano	Shop Worker	Spokane, WA	$ 19.37	$ 395.00	$ 774.80	$ 379.80	40	
4/20/2013	Felipe Villegas Quijano	Shop Worker	Lompoc, CA	$ 19.37	$ 395.00	$ 774.80	$ 379.80	40	$ 4,177.80
2/9/2013	Jaime Hernandez	Shop Worker	Yakima, WA	$ 19.37	$ 475.00	$ 774.80	$ 299.80	40	
2/16/2013	Jaime Hernandez	Shop Worker	Sunnyside, WA	$ 19.37	$ 475.00	$ 774.80	$ 299.80	40	
2/23/2013	Jaime Hernandez	Shop Worker	Indio, CA	$ 19.37	$ 475.00	$ 774.80	$ 299.80	40	
3/2/2013	Jaime Hernandez	Shop Worker	Ellensburg, WA	$ 19.37	$ 475.00	$ 774.80	$ 299.80	40	
3/9/2013	Jaime Hernandez	Shop Worker	Hesperia, CA	$ 19.37	$ 475.00	$ 774.80	$ 299.80	40	
3/16/2013	Jaime Hernandez	Shop Worker	Soledad, CA	$ 19.37	$ 475.00	$ 774.80	$ 299.80	40	
3/23/2013	Jaime Hernandez	Shop Worker	Phoenix, AZ	$ 19.37	$ 475.00	$ 774.80	$ 299.80	40	
3/30/2013	Jaime Hernandez	Shop Worker	Modesto, CA	$ 19.37	$ 475.00	$ 774.80	$ 299.80	40	
4/6/2013	Jaime Hernandez	Shop Worker	Antelope, CA	$ 19.37	$ 475.00	$ 774.80	$ 299.80	40	
4/13/2013	Jaime Hernandez	Shop Worker	Spokane, WA	$ 19.37	$ 475.00	$ 774.80	$ 299.80	40	
4/20/2013	Jaime Hernandez	Shop Worker	Lompoc, CA	$ 19.37	$ 475.00	$ 774.80	$ 299.80	40	$ 3,297.80

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Back Wage Computations using Average Wage Rates
Butler Amusements, Inc. and Michael Brajevich

WWE	EE Name	Job performed	Location	Wage Rate	Weekly rate paid	Total PWR due	Total Due	HW x WW	Total Due Per EE
2/9/2013	Sergio Guzman	Driver	Holtville, CA	$ 19.84	$ 500.00	$ 793.60	$ 293.60	40	
2/16/2013	Sergio Guzman	Driver	Sunnyside, WA	$ 19.84	$ 500.00	$ 793.60	$ 293.60	40	
2/23/2013	Sergio Guzman	Driver	Indio, CA	$ 19.84	$ 500.00	$ 793.60	$ 293.60	40	
3/2/2013	Sergio Guzman	Driver	Goodyear, AZ	$ 19.84	$ 500.00	$ 793.60	$ 293.60	40	
3/9/2013	Sergio Guzman	Driver	Chandler, AZ	$ 19.84	$ 500.00	$ 793.60	$ 293.60	40	
3/16/2013	Sergio Guzman	Driver	Soledad, CA	$ 19.84	$ 500.00	$ 793.60	$ 293.60	40	
3/23/2013	Sergio Guzman	Driver	Phoenix, AZ	$ 19.84	$ 500.00	$ 793.60	$ 293.60	40	
3/30/2013	Sergio Guzman	Driver	Modesto, CA	$ 19.84	$ 500.00	$ 793.60	$ 293.60	40	
4/6/2013	Sergio Guzman	Driver	Antelope, CA	$ 19.84	$ 500.00	$ 793.60	$ 293.60	40	
4/13/2013	Sergio Guzman	Driver	Tracy, CA	$ 19.84	$ 500.00	$ 793.60	$ 293.60	40	
4/20/2013	Sergio Guzman	Driver	Lompoc, CA	$ 19.84	$ 500.00	$ 793.60	$ 293.60	40	$ 3,229.60
								Grand Total	$ 27,182.20

****
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To:	Hon. Richard Clark	**From:**	Jeannie Gorman
Organization:	OALJ	**Regarding:**	Case No 2018-TNE-19
Telephone:	(415) 625-2200	**Date:**	April 29, 2019
Facsimile:	(415) 625-2201	**Total Pages with this cover sheet:**	Eight

COMMENTS:

Permission to fax granted by the Court: April 29, 2019

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RC 5/8/19 MB

THE PIERCE LAW FIRM, LLC

AdventureLaw

Email: WPierce@AdventureLaw.com
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April 29, 2019

Via telefax 415-625-2201
Judge Richard Clark
US Department Of Labor
Office of Administrative Law Judges
90 Seventh Avenue, Suite 4-800
San Francisco, California 94103

RECEIVED
APR 29 2019
Office of Administrative Law Judges
San Francisco, Ca

Re: Administrator v. Butler Amusements, Inc.
Case No. 2018-TNE-00019

Dear Judge Clark:

Please accept this letter as our submission on whether the following issues will be resolved during the hearing next week. We do object to trying to respond to so many issues in less than 5 hours. Effectively, this amounts to an extensive motion for summary judgment with the sanction of evidence preclusion, the deadline for which the Administrator allowed to pass.

I. Issues of Law

Whether the Administrator's charges contravene the statute of limitations or laches.

This issue has been raised, in part, because the Administrator improperly charged the case as a substantial failure rather than a willful misrepresentation. According to the Administrator's official interpretations published on his website and marked as Respondent's Exhs. 96 and 101, misclassification should have been charged as willful misrepresentation. If charged as a willful misrepresentation, the violation occurred at the time the application was submitted, *see Kersten v. Lagard, Inc.*, No. 06-111, 2008 Westlaw 4820115, at *5 (Admin. Rev. Bd. Oct. 17, 2008) (the statute of limitations accrues on the date when the employer misrepresented a material fact in the labor certification), which was well outside of the 5-year statute of limitations. The prior summary judgment ruling was premised on the case being charged as a substantial failure, which was not correct.

This issue has also been raised because the only ruling was directed to Respondent's motion for summary judgment. As a motion for summary judgment, our motion could be denied

because we failed to establish the affirmative defense as a matter of law. Such a ruling does not address whether Respondents would lose these defenses as a matter of law, nor were the Respondents on notice that they were in jeopardy of losing on a motion that was never filed.[1] If the Administrator had chosen to file his own motion for summary judgment, Respondents would have been free to pursue these issues at that time, or have requested reconsideration that there was no basis for determining the stature limitations adversely to Respondents as a matter of law. The Administrator has never filed such a motion for summary judgment. The Respondents are still entitled to present their factual evidence to show that the statute of limitations started more than 5 years before the determination letter was filed.

Finally, Respondents' motion for summary judgment was denied for laches for failing to establish undue delay and prejudice as a matter of law. Opinion at 19 (Nov. 14, 2018). There has been no ruling that Respondents cannot do so as a factual matter, nor were they on notice of any obligation to do so. And because the evidence related to laches should be admitted under all circumstances, there is no reason to artificially dissect the evidence in the belief that it was limited to statute of limitations alone. That would unnecessarily prolong the trial and create avoidable issues.

Whether the 2008 Rules and 2015 procedural regulations are enforceable.

Once again, the Administrator never pursued a motion for summary judgment on this issue. We will agree that this issue was addressed in the summary judgment ruling and have raised it only for the purpose of preserving it. By doing so, we should not be interpreted as waiving the same issue for the purpose of statute of limitations or laches.

Whether the Administrator has an enforceable regulation advising employers that are exempt from the Fair Labor Standards Act how to complete Form ETA 9142 or I-129.

There has been no ruling on the issue of whether there has been a violation when the regulations do not specify how an FLSA-exempt employer is to complete the applications. To the extent that the Administrator's theories do not establish how FLSA-exempt employers are to proceed, or do not establish such an obligation unambiguously, that is a valid defense and undercuts the Administrator's ability to show a willful violation.

The Administrator must show that Respondents knew the statutory or regulatory duty applied to their conduct. *See McLaughlin v. Richland Shoe Co.*, 486 U.S. 128, 134 (1988) (rejecting a willfulness standard that required nothing more than the employer's awareness that the statute possibly applied to it). Thus, an agency with enforcement authority must provide notice of its interpretation of what is prohibited before it may impose penalties. *General Elec. Co. v. United States Env'tl Protection Agency*, 53 F.3d 1324, 1330-32 (D.C. Cir. 1995); *Satellite Broadcasting Co. v. Federal Communications Comm'n*, 824 F.2d 1, 3-4 (D.C. Cir.

[1] Respondents believe that there is supporting case law on the impropriety of granting summary judgment against the movant in the absence of a cross-motion for summary judgment, but there is insufficient time to research it.

1987) (agency may not penalize for a violation without first providing notice of its interpretation). Without such notice when the regulations do not unambiguously apply, the Administrator has failed to show that the FLSA-exempt employer knew of the violation.

During the conference call this morning, the Administrator represented for the first time that employers exempt from the FLSA are not entitled to wage credits, while those covered by the FLSA are entitled to wage credits not only for complying with the FLSA, but for complying with the H-2B regulations. No such regulatory requirement existed in 2008, and Respondents should be entitled to present their evidence as a basis for establishing that there was no such violation. Furthermore, this was the ruling in Administrator v. Wade Shows (Apr. 10, 2015) (nothing in the 2008 regulations prohibits FLSA-exempt employers from claiming a wage credit for housing), a copy of which is marked as Respondents' Exh. 100. There are several other exhibits that Respondent intends to introduce, such as Exhs. 80 & 83, which further establish that Respondents were entitled to wage credits when calculating remedies and did not violate any regulations by taking them.

This point is illustrated in 20 C.F.R. § 655.22 (g) (1) (2009), which indicates that deductions must be "specif[ied]" and "reasonable," but goes on to indicate that "an employer subject to the FLSA may not make deductions that would violate the FLSA." The corresponding preamble corroborates that different rules apply to FLSA-exempt employers, 73 Fed. Reg. 78020, 78037 (Dec. 19, 2008) (relying upon 20 C.F.R. § 655.104 (p)). This is just a single example of why this is an issue that should be submitted for hearing and should not be foreclosed by a preliminary ruling.

II. Disputed Fact Issues

Whether the Respondents reasonably or in good faith relied upon Department of Labor or State Workforce Agencies' regulations, interpretations, administrative practice, or enforcement policy.

As described above, Respondents intend to introduce evidence that they relied on DOL interpretations. Respondents also relied upon WHD's enforcement actions in other cases.

This is a valid defense. Exh. 1, Wage and Hour Division, *Field Operations Handbook* § 53a01 (1993). Such reliance also undercuts the ability of the Administrator to show willfulness, which is a necessary element to establish a "violation" based upon a substantial failure. The Administrator must establish that Respondents violated a statutory or regulatory duty willfully. *See Trans World Airlines v. Thurston*, 469 U.S. 111, 128 n. 22 (1985) (rejecting as "harsh" a willfulness standard that called for nothing more than showing a statutory violation); *Morello Bros. Constr., Inc.*, No. 85-DBA-116, 1987 Westlaw 247058, at *7 (OALJ Apr. 16, 1987) ("willfully simply means a voluntary intentional violation of a known legal duty") (*quoting United States v. Drape*, 668 F.2d 22, 26 (1st Cir. 1982)). The elements that the Administrator must prove to establish a "violation" are specified in the Opinion at 11-12 (Nov. 14, 2018).

Whether the Respondents reasonably or in good faith relied upon professional counsel.

In the same way, regulated entities are entitled to rely upon professional advice, and such reliance undercuts the ability of the Administrator to prove willfulness. Respondents must commit a "'willful failure,'" which means "a knowing failure or a reckless disregard with respect to whether the conduct was contrary" to 8 U.S.C. § 1184 (c) or the 2008 Rules. § 655.65 (e). DOL adopted this standard by expressly relying upon *McLaughlin v. Richland Shoe Co.*, 486 U.S. 128 (1988) and *Trans World Airlines v. Thurston*, 469 U.S. 111 (1985). § 655.65 (e). *McLaughlin* noted that "willful" is synonymous with voluntary, deliberate, and intentional, and held that it means the employer "either knew or showed reckless disregard for the matter of whether its conduct was prohibited by the statute." *McLaughlin*, 486 U.S. at 133. Willfulness is not established by conduct that is "merely negligent" but not reckless, such as the absence of a reasonable belief that the employer was complying with the statute, or a good-faith but incorrect "assumption" that the employer was complying. *McLaughlin*, 486 U.S. at 133, 134, 135 & n. 13. Willfulness is not shown when the employer "simply knew of the potential applicability" of the statute. *Trans World*, 469 U.S. at 127. *See also Wayne J. Griffin Elec., Inc.*, No. 93-05, 1993 Westlaw 537380, at *4 (W.A.B. Oct. 29, 1993) (Where the employer "has explicit knowledge of violative wage payment practices" and "takes no action to correct the wrong, and violations continue," employer has acted willfully). Nor is willfulness shown through inadvertence, *A. Vento Constr.*, No. 87-51, 1990 Westlaw 484312, at *3 (W.A.B. Oct. 17, 1990), or "inaccurate," but not falsified, records that omitted several employees' names, *Gaines Elec. Serv. Co.*, No. 87-48, 1991 Westlaw 494684, at *3 (W.A.B. Feb. 12, 1991).

To show a knowing or reckless violation, both the *McLaughlin* and *Trans World Airlines* cases illustrate that employers are entitled to rely upon legal advice and professional agents to properly handle H-2B applications. *McLaughlin*, 486 U.S. at 134 (seeking legal advice shows the employer's reasonableness, not recklessness); *Trans World*, 469 U.S. at 129 (employer sought legal advice whether its conduct violated the statute and modified its policy based on that advice, even though the union disagreed with the new policy and the employer believed that the revised action was unnecessary; no evidence that employer was told by counsel that its new policy was discriminatory). Further, the Supreme Court has firmly established in both of those cases that the Administrator must establish that Respondents' interpretation was so baseless as to be reckless. *Trans World*, 469 U.S. at 129-30.

Whether the Respondents reasonably or in good faith believed that they had committed no violation.

As discussed above, Respondents' reasonable or good faith belief means that they have not proceeded willfully. As such, this is a valid defense and evidence should be received on it.

Whether the Administrator unjustifiably delayed filing the determination letter to the prejudice of Respondents.

This issue preserves as a factual issue the basis for determining statute of limitations or laches. Our reasons for believing that is an issue for the hearing were stated above.

Sincerely,

R Wayne Pierce

R. Wayne Pierce

RWP:kmp

cc: Ms. Jeannie Gorman (via e-mail)

Chapter 53

DISPOSITION OF FINDINGS

53a AUTHORITY TO DISPOSE OF FINDINGS

53a00 Potential litigation cases.

53a01 Noncompliance due to WH/SOL advice or omission.

(a) An employer's noncompliance with the laws enforced by WH may be the result of:

(1) adherence to advice or an opinion from an employee of WH or SOL; or

(2) a failure by the Inv, during a prior investigation, to recognize or to bring to the employer's attention violative pay practices which involved the same circumstances present in the current investigation. (Provided, that the employer had reason to believe that the continuance of these pay practices would constitute compliance and that the oversight or failure was not due to the employer's concealment or withholding of information.)

(b)

(c)

(d) Violations which result from circumstances not present in the previous investigation or from a determination of compliance made on an individual employee basis (such as the application of Reg 541.1 to an employee) are not within the scope of these procedures.

Exhibit 1

****
*** Receive Results ***
****

Receive job successful.

Job No.	8671
Address	4105739956
Name	
Start Time	04/29 02:56 PM
Call Length	01'45
Sheets	7
Result	OK

THE PIERCE LAW FIRM, LLC

AdventureLaw

Facsimile Cover Sheet

To:	Judge Richard Clark Office of Administrative Law Judges		
Fax No.:	1-415-625-2201	Phone No.:	415-625-2200 (Have to call first for permission to fax)
From:	R. Wayne Pierce	Phone No.:	410-573-9959
Date:	04/29/19	Time:	
File No.:	16108	Pages including cover:	7

Message:

Please find attached a letter to Judge Clark from Mr. Pierce regarding **Case No.:** 2018-TNE-00019.

Thank you.

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RC 5/8/19 MB

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES

In the Matter of:	*	
ADMINISTRATOR, WAGE & HOUR DIVISION	*	**Case No.: 2018-TNE-00019**
Plaintiff	*	
		WHD Reference #: 1689932
v.	*	
BUTLER AMUSEMENTS, INC., and MICHAEL BRAJEVICH	*	
Respondents	*	

* * * * * * * * * * * * * *

RESPONDENTS' OPPOSITION TO MOTION TO AMEND

RECEIVED
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San Francisco, CA

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Attorney for Respondent

April 30, 2019

RESPONDENTS' OPPOSITION TO MOTION TO AMEND

Pursuant to 29 C.F.R. § 18.33 (d), Respondents oppose the motion to amend and say:

FACTS

1. This timeline is relevant to the factual context for the motion for leave to amend:
   - November 7, 2012 – Respondent signed and submitted its ETA Form 9142. R. Exh. 7.[1]
   - December 14, 2012 – DOLETA issues Respondent's labor certification. R. Exh. 8.
   - February 2, 2013 – Relevant H-2B workers begin working for Respondent. R. Exh. 45.
   - March 22, 2013 – The Administrator initiates the audit. R. Exh. 12.
   - November 22, 2013 – The Administrator reports findings for 10 workers totaling $25,946.80, R. Exh. 14, and partially reveals how the amount was calculated.
   - December 27, 2013 – Respondents oppose the Administrator's calculations.
   - February 25, 2014 – The Administrator eliminates H-2B worker Marilu Zepeda and modifies the findings for the remaining 9 workers to a total of $24,987.60, but does not reveal the method by which the amount was calculated. R. Exh. 16.
   - February 6, 2018 – After nearly 4 years with no communication or other contact, the Administrator issues a determination letter. The determination

[1] Respondent relies upon and cites to its trial exhibits, which will be available in full at the hearing.

letter does not contain the names of individual workers or the number of workers involved, but does reflect alleged back wages of $24,987.20. R. Exh. 19.

- November 29, 2018 –The issue of proposed amendments was a discussion topic at the prehearing conference pursuant to 29 C.F.R. § 18.44 (d) (2).
- December 14, 2018 – The Administrator issues written discovery containing a list of 9 individuals with alleged back wages totaling $24,987.60. R. Exh. 105. Concurrently, the Administrator issues initial disclosures claiming back wages of $24,987.60. R. Exh. 106. Although required to include the "computation" for calculating damages in those initial disclosures, as well as produce copies of those documents "on which each computation is based," 29 C.F.R. § 18.50 (c) (1) (i) (C), no such computations or supporting documentation was produced.
- April 8, 2019 – Pursuant to the scheduling order, the parties mailed trial exhibits. What was then marked as Exhibit K (now Exhibit I) reflected 9 workers, including Marilu Zepeda but not Sergio Guzmán, for a total of $23,952.60. Respondents' counsel was out-of-state and was not able to review the documents during the next 3 days.
- April 9, 2019 – The Administrator informed Respondents' counsel by telephone that the amount of back wages needed to be amended by lowering it to a total of $23,952.60. No explanation was provided for how that amount was determined. When Respondents' counsel asked if there were any other changes, he was advised that there were no other changes, so he consented to

the proposed amendment. If the Administrator had truthfully represented that Marilu Zepeda was being injected back into the case, Respondents would have opposed leave to amend.

- April 9, 2019 – Later that day, the Administrator filed a motion for leave to amend the determination letter. The motion incorrectly asserts that the determination letter had identified 9 workers, but, in fact, it had not identified any workers. The motion represented that the Administrator had now "carefully reviewed" the back wage calculations, and was revising the number of workers from 9 to 10 and the total back wages to $23,952.60. The motion did not identify any workers or the method by which the calculations were made. The motion incorrectly asserts that it "merely replaces the amount of the back wages sought by the Administrator," which was also the (mis)representation on which Respondent had not opposed the motion. No schedule of workers or itemized back wages was included.
- April 12, 2019 – The Administrator's proposed amendment was granted.
- April 15, 2019 – According to the scheduling order, the Administrator was to serve expert reports or disclose non-experts pursuant to 29 C.F.R. § 18.50 (c) (2). The Administrator made no disclosures, including no disclosures of anyone qualified to determine job classifications and associated wage rates.
- April 15, 2019 – The Administrator's prehearing statement indicated that the Administrator was seeking $23,952.60 for 9 workers. A footnote indicated that there were 10 workers and that the Administrator "may" seek leave to amend, but did not assert a revised amount.

ARGUMENT

The Administrator never acknowledges that there are relevant rules of procedure. Currently, the rules briefly state that the judge "may allow parties to amend and supplement their filings," 29 C.F.R. § 18.36, without attempting to differentiate between the significance of pleadings and other filings. At the time of the alleged misconduct in 2013, the corresponding rule provided that complaints could be amended "upon such conditions as are necessary to avoid prejudicing ... the rights of the parties," and "if ... reasonably within the scope of the original complaint." 29 C.F.R. § 18.5 (b). The Federal Rules of Civil Procedure apply if the A.L.J. rules of procedure are not "control[ing]." 29 C.F.R. § 18.10 (a).

> The Supreme Court has specifically referred to reasons for denying leave to amend:
>
> Undue delay, bad faith or dilatory motive on the part of the movant, repeated failure to cure deficiencies by amendments previously allowed, undue prejudice to the opposing party by virtue of the allowance of the amendment, futility of the amendment, etc.

Foman v. Davis, 371 U.S. 178, 182 (1962).

I. THE AMENDMENT SHOULD BE DENIED BECAUSE IT IS FUTILE

In this case, the amendment should be denied because the Administrator will not be calling any witnesses capable of determining job classifications and the associated wage rates. The deadline for such disclosures has now come and gone.

It was readily apparent from the Administrator's corporate representative that the Administrator has no probative evidence to present from any witness qualified to address job classifications. The Administrator's representative was completely unfamiliar with the governing guidance documents for determining appropriate job classifications. Those documents have been marked as R. Exhs. 49-75, 88-91, and 99. The ruling on the motion

should be deferred until the evidence can be presented to establish that it would be futile to permit the amendment.

II. THE AMENDMENT SHOULD BE DENIED BECAUSE OF REPEATED FAILURE TO CURE DEFICIENCIES BY AMENDMENTS

The amendment should be denied because the Administrator keeps changing his tune.[2] The original calculation occurred on November 22, 2013. Both the number of workers and the method and amount involved were amended for the first time on February 25, 2014. The amount was modified in the determination letter on February 6, 2018. The amount was modified again in the initial disclosures on December 14, 2018. The identity of the workers, the number of workers, and the method and amount were modified once again in the Administrator's original trial exhibits on April 8, 2019. The very next day, the Administrator claimed a "careful review" had now revealed a different set of workers, number of workers, and method and amount, so formal leave to amend was filed. Thus, in the space of 6.5 years, the Administrator has taken 6 different positions and now wants to take a 7th position. Enough is enough. "Litigation must not be allowed to become the carnival game of 'pitch till you win.'" *McNeill v. Brady*, 1991 Westlaw 165678 (D.D.C. Aug. 6, 1991).

III. THE AMENDMENT SHOULD BE DENIED BASED UPON UNDUE DELAY

It is appropriate to consider the Administrator's "undue delay." Undue delay is a sufficient basis alone to deny leave to amend. *Forstman v. Culp*, 114 F.R.D. 83, 88 (M.D.N.C. 1987) (*citing Sweetheart Plastics, Inc. v. Detroit Farming, Inc.*, 743 F.2d 1039, 1043 n. 2 (4th Cir. 1984) and *Woodson v. Fulton*, 614 F.2d 940 (4th Cir. 1980)). "Delay becomes

[2] The fact that the Administrator cannot agree on the damages calculation underscores that no qualified individual has undertaken the calculation.

fatal at some period in time," and "when there has been an apparent lack of diligence, the burden shifts to the movant to prove that the delay was due to excusable neglect." *Chitamacha Tribe v. Harry L. Laws, Inc.*, 690 F.2d 1157, 1163 (5th Cir. 1982). If the moving party was aware of the facts upon which the amendment was based for some time before the filing of the motion to amend, this would **not** constitute "excusable neglect." *Federal Ins. Co. v. Gates Learjet Corp.*, 823 F.2d 383, 387 (10th Cir. 1987); *First National Bank v. Master Auto Serv. Corp.*, 693 F.2d 308, 314 (4th Cir. 1982). The movant must demonstrate some "valid reason for its neglect and delay," especially when the case has been pending for a considerable amount of time. *Hayes v. New Eng. Millwork Distributors, Inc.*, 602 F.2d 15, 19-20 (1st Cir. 1979).

The Administrator has not offered a single reason why its grossly untimely amendment is the result of "excusable neglect." The Administrator has been working this case for 6.5 years. During a 4-year stretch from February, 2014, through February, 2018, there was literally no contact and no communication between the parties. The lengthy delay was entirely the Administrator's fault, and any minimal prejudice to the Administrator is entirely of its own making.

It is also significant that the Administrator's current predicament is the result of his own dilatoriness. Presumably, if a proper initial disclosure had been made, with computations and supporting documentation, that should have eliminated this long-running saga.

This is not a case of the Administrator being misled, but rather a case of the Administrator pursuing his own convenience. It was simply convenient for the Administrator to fail to

- produce computations and documentation during the investigation,
- include computations, number of workers, and documentation in the determination letter,
- produce computations and documentation during initial disclosures,
- seek relief until 9 days before trial,
- disclose why the motion for leave was not filed at least 21 days (*i.e.*, April 17, 2019) before the hearing, as mandated by 29 C.F.R. § 18.33 (c) (2), and
- provide an affidavit or supporting points and authorities, as mandated by 29 C.F.R. § 18.33 (c) (4).

The Administrator made a strategic choice that it would reveal no useful information, even when mandated. Having made that choice, the Administrator should live with the consequences.

IV. THE AMENDMENT SHOULD BE DENIED BECAUSE OF THE UNDUE PREJUDICE TO THE RESPONDENTS

The proposed amendment will certainly prejudice the employer. The 21-day rule is intended to avoid just this sort of last-minute rush. The Administrator was also required to accurately state the amount of back wages in the determination letter itself. 20 C.F.R. § 655.70 (c) (1). The requirement for initial disclosures is also intended to avoid just this sort of situation. Respondents were also prejudiced by the Administrator's misrepresentation that the prior amendment was limited solely to the amount of calculated back wages, when it also involved the addition of Marilu Zepeda, as well as the representation that the administrator "may" move to amend. All of these actions prejudiced the Respondents because it was simply too late and the relevant deadlines had expired to allow the Respondents to effectively defend themselves or file for summary judgment.

The Administrator has seriously prejudiced Respondents' defense. For 4 years, the Administrator did absolutely nothing. This far outstripped the 3-year record retention requirements under the H-2B program. 20 C.F.R. §§ 655.6 (e); 655.10 (i); 655.15 (c); 655.15 (j); 655.21 (c); 655.30 (c). This retention requirement was adopted because the Secretary of Labor specifically recognized that retaining records for 5 years was too burdensome. 73 Fed. Reg. 78020, 78023, 78043 (Dec. 19, 2008). The Administrator then chose to intentionally underdevelop the case with no worker-by-worker calculations in the determination letter or calculations and supporting documents in the initial disclosures. As a result, Respondents were led to believe that there would be no charged violations, and that they certainly would not include Marilu Zepeda or Sergio Guzmán.[3]

With the passage of 6.5 years, Respondents' defense has also suffered with the loss of witnesses and the memories of those witnesses remaining. Although the vast majority of Respondent's H-2B workers return each year, there is a small percentage that does not return. Specifically, out of the 10 workers at issue, only 3 of them are still working for the company, and that does not include Marilu Zepeda or Sergio Guzmán. Further, the general manager for the unit involved, Mr. Kurt vom Berg, was extensively interviewed by the Administrator but has since left the company's employment.

As a result of the Administrator's actions, Respondents have not presented a defense as to Marilu Zepeda. Unlike the other workers, there was no reason to identify the wage rate for the alleged job classification and alternative job classifications for Ms. Zepeda (R. Exhs. 42-43), represent the Administrator's position on back wages (R. Exh. 44), determine her hours worked (R. Exh. 45) or wages earned (R. Exh. 46), or calculate whether her wage

[3] Respondents' counsel has not been able to reach the company contact to obtain a supporting affidavit on 24-hour notice. Certainly, such evidence would be produced at trial.

credits outstripped any purported back wages (R. Exh. 47). Similarly, there was no reason to obtain job code descriptions, such as O*Net summary reports, detailed reports, and code connectors, as well as SOC job codes. Nor was there any reason to introduce alternative job code descriptions or perform searches of job titles to identify appropriate matches. All of this material was obtained for other workers and marked as R. Exhs. 50-75. Nor did the Respondents have any reason to ask probing questions of the Administrator's corporate representative during the deposition conducted on April 19, 2019.

And once the Administrator withdrew Sergio Guzmán, Respondents no longer had any reason to prepare a defense as to that individual. Thus, unlike the other workers, there was no reason to identify the wage rate for the alleged job classification and alternative job classifications for Mr. Guzmán (R. Exhs. 42-43), represent the Administrator's position on back wages (R. Exh. 44), determine his hours worked (R. Exh. 45) or wages earned (R. Exh. 46), or calculate whether his wage credits outstripped any purported back wages (R. Exh. 47). Nor did the Respondents have any reason to ask probing questions of the Administrator's corporate representative during the deposition conducted on April 19, 2019.

Under similar circumstances, there are numerous decisions rejecting such belated amendments. *E.g., Deasy v. Hill*, 833 F.2d 38, 40-41 (4th Cir. 1987) (prejudice found because defendant did not have opportunity to develop a defense to a new claim not made in original complaint); *Forstman v. Culp*, 114 F.R.D. at 88 (denying leave to amend because amendment would require reopening of discovery and the filing of another summary judgment motion); *McCann v. Frank B Hall & Co.*, 109 F.R.D. 363, 367-68 (N.D. Ill. 1986) (denying leave to amend because would prompt need for additional discovery at a time when it was substantially completed). At the time of the purported misclassification, the

purpose of the rules of procedure was to ensure that the proceedings were "conducted expeditiously," and "the parties shall make every effort at each stage of a proceeding to avoid delay." 29 C.F.R. § 18.1 (a).

Further, this amendment will immediately prejudice Respondents by increasing the costs of this litigation. Respondents will be forced to move for additional and entirely-redundant discovery vehicles, thereby jeopardizing their right to trial as scheduled. This additional expense will fall inequitably on the employer. This was entirely avoidable if the allegations had been pursued during the original discovery.

It is also important to note that the Administrator easily could have precluded the situation by providing more detail in the determination letter, complying with the rules governing initial disclosures, acting sooner to issue its calculations or pursue an amendment, and not misrepresenting the purpose or effect of the amendment.

CONCLUSION

For the foregoing reasons, Respondents request that the motion to amend be denied. Alternatively, the motion should be deferred until all relevant evidence can be presented at the hearing.

R Wayne Pierce

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Attorney for Respondents

CERTIFICATE OF SERVICE

Respondents Butler Amusements, Inc., and Michael Brajevich hereby certify that on **April 30, 2019,** copies of the following:

1. Respondents' Opposition to Motion to Amend

Were mailed, and a copy was e-mailed, to:

Jeannie Gorman
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And a copy was telefaxed only to:

Judge Richard M. Clark
U.S. Department of Labor
Office of Administrative Law Judges
90 Seventh Street, Suite 4-800
San Francisco, California 94103-1516
415-625-2201

And a copy was mailed to:
Chief Docket Clerk
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R. WAYNE PIERCE

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Office of Administrative Law Judges

Fax No.: 1-415-625-2201 Phone No.: 415-625-2200

From: R. Wayne Pierce Phone No.: 410-573-9959

Date: 04/30/19 Time:

File No.: 16108 Pages including cover: 12

Message:

Please find attached a letter to Judge Clark from Mr. Pierce regarding **Case No.:** 2018-TNE-00019.

Thank you.

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April 30, 2019

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Office of Administrative Law Judges
San Francisco, Ca

VIA FACSIMILE ONLY
Hon. Richard Clark
U.S. Department of Labor
Office of Administrative Law Judges
90 Seventh Ave., Suite #4-800
San Francisco, CA 94103

RE: *Administrator v. Butler Amusements, Inc.* et al.
Case No. 2018-TNE-00019
Our SOL#: 09021900029

Dear Judge Clark:

During the the April 29, 2019 Prehearing Conference, the Court accepted the Administrator's three issues of law.[1] The Court gave Respondents the opportunity to brief why certain issues listed in Respondents' Prehearing Statement should be accepted as issues in this case. Respondents' Prehearing Statement includes thirteen un-numbered "issues of law." Statement of April 15, 2019, pp. 1-2. Issue Nos. 1, 2, and 9[2] were declined by this Court. The Court permitted Respondents' briefing on Issue Nos. 3, 4, 5, 6, 8, 10, 11, 12 and 13. Issue No. 7 was accepted without further authority.

Respondents have failed to provide this Court with the persuasion or authority to accept Issue Nos. 3, 4, 5, 6, 8, 10, 11, 12, and 13. Accordingly, these enumerated issues should be rejected because they will unnecessarily complicate, confuse, conflate, or otherwise not address the violations of the regulations which form the basis of this enforcement case.

I. Issues of Law

Respondents do not identify specifically which issues of law their argument addresses. The Administrator's assumptions are included below.

Statute of Limitations and Laches

Under this heading, Respondents apparently address Issue Nos. 1, 2, 3, and 4.[3]

The Administrator charged Respondents with a "substantial failure" violation. *See* 20 C.F.R. §655.60 (enumerating three violations of H-2b program: willful misrepresentations to

[1] (i) whether Respondents violated the H-2b regulations when they compensated employees as recreation and amusement attendants when the employees were not performing recreation and amusement attendant duties; (ii) whether computed backwages remedy the violation of 20 C.F.R. §655.22(n), and; (iii) whether civil money penalties remedy the violation of 20 C.F.R. §655.22(n).

[2] The numbers applied are to each of Respondents' separate paragraphs in their Prehearing Statement.

[3] The Administrator's notes reflect that Issue Nos. 1 and 2 were declined by the Court.

ETA, substantial failures to comply with conditions, and misrepresentations to the State Department); §655.65(c) (permitting CMPs exceeding $10,000 for either a "substantial failure" or "any willful misrepresentation"). Nevertheless, Respondents' argue that the violation found here had to have been charged as a "willful misrepresentation," not a "substantial failure." This argument is unsupported. While Respondents would have rather that the Administrator charged them with a "willful misrepresentation" so that they can offer different arguments (given that the Court has rejected their prior statute of limitations argument), they offer no authority requiring the Administrator to have done so. Respondents must litigate the case that this is, not the case they want it to be.

Furthermore, Respondents' latest argument --apparently in response to the Court's summary judgment ruling-- was never raised in their Notice of Hearing, which required them to enumerate "the specific reason or reasons why the party believes [the Administrator's] determination is in error." 29 C.F.R. §503.43(b); *see also* Respondents' Request for a Hearing (Feb. 28, 2018) at pp. 1-4. Thus, this 'substantial failure' v. 'willful misrepresentation' issue is not an affirmative defense for Respondents, not because they did not raise it in a summary judgment motion, but because they failed to raise it in their Notice of Hearing.
Relatedly, Respondents have no affirmative defense of laches. Like their manufactured defense above, Respondents never asserted laches in their Request for Hearing. *See* Respondents' Request for a Hearing (Feb. 28, 2018) at pp. 1-4.

FLSA Exemption
Under this heading, Respondents apparently address Issue Nos. 6 and 8.

In their Request for Hearing, Respondents admitted they are exempt from the FLSA.[4] Respondents' Request for a Hearing (Feb. 28, 2018) at p. 2. Yet, Respondents here appear to take an FLSA concept that applies to overtime and minimum wage (the concept that the 29 U.S.C. §203(m) definition that "wage" "includes the reasonable cost ... to the employer of furnishing ... [an employee with board, lodging, or other facilities...") and apply that same definition to the wage paid in an H-2b matter.

Because the voluntary H-2b program requires each employer to specifically state the wage payable to each nonimmigrant whose entry into the United States the employer is requesting (as opposed to the FLSA's requirement that merely a minimum wage rate must be paid), Respondents cannot have it both ways. Respondents can't define the minimum wage they're paying to three separate authorizing agencies of the U.S. Government, and then argue that that same wage should be less because Respondents voluntarily provide housing (or food or travel) to their nonimmigrant workforce.

Respondents point to the Order in Admin. v. Wade Shows, Inc., Case No. 2013-TNE-1 (ALJ: Apr. 10, 2015) for the proposition that "nothing in the 2008 regulations prohibits FLSA-exempt employers from claiming a wage credit for housing" (Respondents' Letter of April 29, 2019 at p. 3; Respondents' Trial Exhibit 100, p. 8). Regardless of what Wade Shows stands for, the entire decision has been vacated by the ARB and Respondents' citation to it is misleading and not well

[4] The Administrator acknowledges that 29 U.S.C. §213(a)(3) exempts Respondents from the minimum wage and overtime provisions of the FLSA (§§206 and 207).

taken. Wade Shc ws, Inc., ARB Case No. 15-052, ALJ Case No. 2013-TNE001 (ARB: Apr. 12, 2017) (attached a s **Exhibit 1**). Despite Respondents' allusions to the contrary, Respondents provide no autho ity for their position.

II. Disputed Fact Issues

Respondents' Pre hearing Statement include seven separately enumerated, un-numbered paragraphs. Stat ment at p. 3. Respondents agreed with the Court that these separately enumerated para raphs are at least "related" if not the same as the thirteen un-numbered disputed issues of law.

Respondents app ear to try to convince this Court that even though they voluntarily applied for the H-2b progran , filled out various applications and forms which indicate the terms and conditions they v ould apply to their nonimmigrant workforce, and promised that all information they provided wa s true and accurate, they can nonetheless violate the terms of the H-2b program by finding somec ne with legal and/or professional advice who tells them (wrongly) what to do, and thus they car not be charged with a violation.

Respondents' po ition is entirely contrary to the purpose of the H-2b program, the enforcement regulations which guide it, and the Administrator's authority to cite violations.

So that the heari g in this matter can focus on the issues which are truly in dispute in this enforcement mat er, the Administrator urges this Court to decline to accept Respondents' Issue Nos. 3, 4, 5, 6, 8. 10, 11, 12, and 13.

Very truly yours

Bruce L. Brown
Associate Regio al Solicitor

By: _____
Jeannie C orman
Senior Tr ial Attorney

cc: Wayne Pier e (via email and UPS)

U.S. Department of Labor

Administrative Review Board
200 Constitution Avenue, N.W.
Washington, D.C. 20210

In the Matter of:

ADMINISTRATOR, WAGE AND HOUR DIVISION,

PROSECUTING PARTY,

v.

WADE SHOWS, INC.,

RESPONDENT.

ARB CASE NO. 15-052

ALJ CASE NO. 2013-TNE-001

DATE: APR 12 2017

BEFORE: THE ADMINISTRATIVE REVIEW BOARD

ORDER DISMISSING APPEAL

This case arises under the H-2B provisions of the Immigration and Nationality Act (INA), 8 U.S.C.A. §§ 1101(a)(15)(H)(ii)(b) (Thomson West 2005 & Supp. 2016.), and its implementing regulations at 20 C.F.R. Part 655, subpart A (2016). After an investigation, the Department of Labor's Wage and Hour Division (WHD) cited Respondent Wade Shows, Inc., for several violations based on its H-2B visa application and assessed monetary penalties. Wade Shows appealed, and an Administrative Law Judge (ALJ) issued an order on April 10, 2015, granting in part and denying in part the motions for summary judgment that the parties filed.

Wade Shows filed a timely Petition for Review with the Administrative Review Board (ARB) on May 10, 2015, seeking "protective review" of the summary judgment decision. The Administrator filed a response on May 14, 2015, stating that, because Wade Shows had filed a subsequent motion to dismiss with the ALJ, the summary judgment decision was not ripe for appeal. By Order dated June 16, 2015, the ARB granted the Administrator's request to hold the Petition for Review in abeyance pending the ALJ's decision on Wade Shows' motion to dismiss.

By Order dated January 31, 2017, the ARB directed the parties to file a status report. In its response, the Administrator stated that it did not oppose the ARB's dismissal of this case with prejudice and vacatur of the ALJ's April 10, 2015 decision. In its response, Wade Shows agreed with the Administrator that the ARB should dismiss its appeal. Wade Shows also asked that the ARB vacate the ALJ's monetary penalty of $4,500.00.

EXHIBIT
1

Accordingly, the ARB dismisses this appeal and vacates the ALJ's April 10, 2015 decision in its entirety.

FOR THE ADMINISTRATIVE REVIEW BOARD

Janet R. Dunlop
General Counsel

****
*** Receive Results ***
****

Receive job successful.

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Call Length	04'14
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COMMENTS:

Permission to fax granted by the Court: April 29, 2019

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U.S. Department of Labor

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Issue Date: 02 May 2019

CASE NO.: 2018-TNE-00019

In the Matter of:

ADMINISTRATOR, WAGE & HOUR DIVISION,
Prosecuting Party,

v.

BUTLER AMUSEMENTS, INC. AND
MICHAEL BRAJEVICH, an individual,
Respondents.

SECOND ORDER GRANTING IN PART MOTION TO AMEND AND RECONSIDERING APRIL 12 AMENDMENT ORDER

This matter arises under the H-2B provisions of the Immigration and Nationality Act ("INA"), 8 U.S.C. §§ 1101, *et seg.*, and the implementing regulations at 20 C.F.R. Part 655, Subpart A.[1] The matter is set for hearing on May 8 and 9, 2019, in San Francisco, California.

On April 29, 2019, I held a previously scheduled telephonic prehearing conference with the parties to discuss the hearing proceedings. The prehearing conference was not recorded. During the conference, the Administrator's request to amend the number of employees and amount of back wages owed was addressed. I gave the parties an opportunity to further address the amendment issue in writing. After discussion with the parties, and after reviewing their supplemental briefing, the following order is issued.

Background

During the prehearing conference held on April 29, 2019, the Administrator sought to amend the determination letter for a second time. Essentially, the Administrator argued that due to a drafting error, the name and amount of back wages sought for Sergio Guzman was inadvertently left out of an earlier motion to amend, which was granted on April 12, 2019 ("April 12 Amendment"). The earlier motion to amend sought to revise the number of misclassified workers from nine to ten, adding Marilu Zepeda, and revise the amount of the back wages due. As discussed below, the second motion to amend is granted as to Sergio Guzman and the total back wages sought

[1] This matter is brought under the substantive 2008 H-2B regulations at 20 C.F.R. Part 655, Subpart A, and the 2015 H-2B procedural regulations at 29 C.F.R. Part 503.

are increased accordingly. Regarding Ms. Zepeda, the request to include back wages for Ms. Zepeda is denied.

Prior to the April 29 request, on April 9, 2019, the Administrator filed a Motion to Amend the determination letter. The original February 6, 2018 Determination Letter included violations for nine misclassified nonimmigrant workers and referenced back wages due in the amount of $24,987.60. In preparing for hearing, the Administrator "carefully reviewed the back wages sought for misclassified nonimmigrant employees," and sought to revise the number of misclassified workers from nine to ten and revise the amount of the back wages due to $23,952.60. Counsel for the Administrator indicated she conferred with Respondents' counsel on April 8, 2019, and that Respondents did not oppose the motion. I granted the motion on April 12, 2019.

The Administrator contends that the current motion to amend merely seeks to include Mr. Guzman's name and wages due because they were inadvertently omitted in the April 12, 2019 amendment. The Administrator contends that Sergio Guzman was inadvertently not included in the April 12 amendment, but that he has always been included both as a basis for the Respondents' violation and as an employee due back wages. Including Mr. Guzman's back wages due, the total amount sought for back wages is now $27,182.20. Regarding the earlier amendment, the Administrator argues that "there were always ten employees who formed the basis of Respondents' violations" and that for Marilu Zepeda, back wages were simply not calculated because it was believed that she was not due any back wages. The Administrator contends that Mr. Guzman is due $3,229.60, and that Ms. Zepeda is due $226.80.

Respondents object to the amendment on the grounds that amendment is untimely and futile, that the Administrator has repeatedly failed to cure deficiencies by amendment, that the entire matter has been brought with undue delay, and because it would result in undue prejudice. Having considered the Administrator's position and Respondents' arguments in opposition, I have determined that amendment is permitted as to Mr. Guzman, but deny the amendment as to Ms. Zepeda.

Discussion

Addition of Ms. Zepeda

In the April 12 Amendment, the Administrator added Ms. Zepeda, who had previously been identified and then removed from the claim. The Administrator then calculated the total amount of back wages due as $23,952.60, inadvertently omitting Mr. Guzman from the calculations. However, the record refutes the Administrator's contention that Ms. Zepeda was always a part of the claim. In the first motion to amend, the Administrator "revised the number of misclassified workers from nine to ten," in addition to revising the amount. Further, the February 6, 2018 determination letter refers only to nine employees, and in the Administrator's brief in response to Respondents' motion for summary decision, the Administrator stated that while the investigation found that a tenth employee had been employed as an office administrative worker, the Administrator was "not pursuing that claim in this proceeding." Therefore, it appears that Ms. Zepeda was not "always a part of the claim," as the Administrator argues.

Even though Respondents do not explain why they did not object once they discovered that Ms. Zepeda was listed in the Administrator's trial exhibits, they assert that the inaccurate calculation

of back wages and the addition of Ms. Zepeda prevented them from "effectively defend[ing] themselves or fil[ing] for summary judgment." Respondents also contend that there was no reason to prepare a defense as to Ms. Zepeda's wage rate, hours, any potential credits, and other information relating to Ms. Zepeda's job. Nor did Respondents have an opportunity to "ask probing questions" of the Administrator's corporate representative regarding Ms. Zepeda.

The April 12 Amendment was unopposed, but the Administrator told Respondents that the total amount of back wages sought had decreased to $23,952.60. Had the amendment been drafted correctly, the amount would have increased since Mr. Guzman's back wages were left out. In essence, Respondents' non-opposition was based on an incorrect calculation by the Administrator. Had the Administrator calculated the amount correctly, it is conceivable that Respondents would have opposed the amendment. Therefore, based upon the arguments of counsel now, I have reconsidered and deny the earlier order granting the amendment that added Ms. Zepeda. She was clearly removed from the case as early as February 24, 2014, which was the Administrator's consistent position until April 9, 2019. There is no reason to believe that she was "always part of the claim" as the Administrator argues. Respondents point is well-taken that they were not given sufficient notice that they had to defend against the claim with regard to her. Therefore, the amendment to add Ms. Zepeda is denied.

Amendment Regarding Mr. Guzman

In contrast, since the initial investigation Mr. Guzman was always one of the employees that the Administrator alleges is entitled to back wages. He was inadvertently omitted when the Administrator recalculated damages according to the April 12 Amendment. Respondents were aware since 2013 that they had to defend the claim with regard to Mr. Guzman. The fact that the Administrator revised the amount allegedly owed to these workers does not change the fact that Respondents knew they had to defend the claim with regard to Mr. Guzman. While it would have been much clearer if the Administrator stated consistent calculations over the course of the investigation and this proceeding, there is no demonstrable prejudice to Respondents in including Mr. Guzman for the hearing as he has always been one of the nine workers on which the alleged violations were based. Contrary to Respondents' characterization, Mr. Guzman was never "withdrawn," he was just momentarily not included in the calculation of back wages and in the trial exhibits. I do not find any prejudice to Respondents by including Mr. Guzman in the back wages owed calculation. Respondents have also not shown that the increase in the amount sought is prejudicial. If there are additional exhibits that Respondents did not include related to Mr. Guzman, they may supplement their exhibits.

The amendment is granted as to Mr. Guzman and denied as to Ms. Zepeda.[2] Therefore, the following back wages are part of the case:

[2] I have fully considered each of Respondents arguments and do not find them persuasive with regard to the inclusion of Mr. Guzman's recalculated back wages as an issue for the hearing. While the motion was not filed 21 days prior to the hearing, *see* 29 C.F.R. § 18.33 (c)(2), the Administrator stated that the failure to include Mr. Guzman was inadvertent and I do not find his inclusion prejudicial, as explained above. Respondents' arguments regarding the futility of amendment, failure to previously cure deficiencies, and undue delay are unconvincing.

Name	Occupation	Amount Due
Gustavo Gamero	Driver	$3,229.60
Sergio Guzman	Driver	$3,229.60
Jaime Hernandez	Shop Worker	$3,297.80
Saul Estadillo Herrera	Driver	$3,229.60
Omar Lopez	Supervisor	$3,051.40
Antonio Mendez	Supervisor	$574.00
Jose Ivan Ortega	Driver	$2,936.00
Fernando Preza	Driver	$3,229.60
Felipe Villegas Quijano	Shop Worker	$4,177.80
Total Back Wages		$26,955.40

SO ORDERED.

Digitally signed by Richard M.Clark
DN: CN=Richard M.Clark, OU=Administrative Law Judge, O=US DOL Office of Administrative Law Judges, L=San Francisco, S=CA, C=US
Location: San Francisco CA

RICHARD M. CLARK
Administrative Law Judge

SERVICE SHEET

Case Name: **WAGE_AND_HOUR_DIVISI_v_BUTLER_AMUSEMENTS_IN_**

Case Number: **2018TNE00019**

Document Title: **SECOND ORDER GRANTING IN PART MOTION TO AMEND AND RECONSIDERING APRIL 12 AMENDMENT ORDER**

I hereby certify that a copy of the above-referenced document was sent to the following this 2nd day of May, 2019:

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Issue Date: 02 May 2019

CASE NO.: 2018-TNE-00019

In the Matter of:

ADMINISTRATOR, WAGE & HOUR DIVISION,
Prosecuting Party,

v.

BUTLER AMUSEMENTS, INC. AND
MICHAEL BRAJEVICH, an individual,
Respondents.

ORDER FOLLOWING PREHEARING CONFERENCE

This matter arises under the H-2B provisions of the Immigration and Nationality Act ("INA"), 8 U.S.C. §§ 1101, *et seg.*, and the implementing regulations at 20 C.F.R. Part 655, Subpart A.[1] Attorney P. Wayne Pierce represents the Respondents. Attorney Jeannie Gorman represents the Administrator. The matter is set for hearing on May 8 and 9, 2019, in San Francisco, California.

On April 29, 2019, I held a previously scheduled telephonic prehearing conference with the parties to discuss the hearing proceedings. The prehearing conference was not recorded. During the conference, a number of issues were raised and I gave the parties an opportunity to further address their concerns in writing. I have issued a separate ruling on those issues simultaneously, as well as on the Administrator's motion to amend, with this prehearing conference order. After discussion with the parties, and after reviewing their supplemental responses, the following order is issued.

A. HEARING INFORMATION: The hearing is scheduled for May 8 and 9, 2019, from 9:00 a.m. and end by 4:30 p.m. each day. The hearing will be held at the San Francisco Office of Administrative Law Judges Courtroom, 90 - 7th Street, Suite 4-815, San Francisco, California, 94103. The times of the hearing may be changed depending on how the witness testimony and evidence is proceeding. The parties agreed that 2 days should be sufficient to complete the hearing, and the parties must make every effort to complete the hearing during that time.

[1] This matter is brought under the substantive 2008 H-2B regulations at 20 C.F.R. Part 655, Subpart A, and the 2015 H-2B procedural regulations at 29 C.F.R. Part 503.

B. SETTLEMENT DISCUSSIONS: The parties had not engaged in meaningful settlement discussions. Mr. Pierce stated that he did not have settlement authority from his clients. The parties were directed to engage in good faith settlement discussions to resolve this matter without the need for a hearing. Mr. Pierce was directed to discuss settlement with his client and then make a resolution offer to the Administrator. The parties should explore all options for settlement, and should bear in mind that holding firm to an all or nothing proposal is seldom helpful in settlement negotiations.

C. ISSUES FOR HEARING:

1. Did Respondents violate 20 C.F.R. § 655.22(n) (2009) when they compensated 9 nonimmigrant workers/employees as recreation and amusement attendants who were not performing recreation and amusement attendant job duties during the 2013 season?

2. If so, to remedy the violations, should Respondents pay $26,955.40 in back wages as calculated by the Administrator?

Name	Occupation	Amount Due
Gustavo Gamero	Driver	$3,229.60
Sergio Guzman	Driver	$3,229.60
Jaime Hernandez	Shop Worker	$3,297.80
Saul Estadillo Herrera	Driver	$3,229.60
Omar Lopez	Supervisor	$3,051.40
Antonio Mendez	Supervisor	$574.00
Jose Ivan Ortega	Driver	$2,936.00
Fernando Preza	Driver	$3,229.60
Felipe Villegas Quijano	Shop Worker	$4,177.80
Total Back Wages		$26,955.40

3. Should Respondents be ordered to pay $10,000 in civil money penalties for violating 20 C.F.R. § 655.22(n) (2009)?[2] Should a non-retaliation order be included if the Administrator prevails in this matter?

4. Was Respondent Michael Brajevich properly charged in his individual capacity and therefore liable for any violations in his individual capacity?

5. Additional issues listed by Respondents:
   a. Did Respondents willfully misrepresent its application or substantially fail to comply with the 2008 Rules?
   b. Did Respondents willfully misclassify certain H-2B workers in knowing and substantial violation of the 2008 Rules?

[2] The Administrator is not seeking debarment.

c. Does the Administrator have an enforceable regulation that precludes the Respondents from meeting its prevailing wage obligations through non-cash value or facilities?
d. Does the Administrator have an enforceable regulation advising employers that are exempt from the Fair Labor Standards Act how to complete Form ETA 9142 or I-129?
e. Did the Administrator improperly calculate back wages by failing to include full-value credit for non-cash value or facilities provided to the employees, such as bunkhouses, local convenience travel, in and out of country travel, income taxes, a prepayment plan, variations in the prevailing wage from one location to another, bonuses, reimbursement of employee expenses, and food?
f. Did Respondents reasonably or in good faith rely upon Department of Labor or State Workforce Agencies' regulations, interpretations, administrative practice, or enforcement policy?
g. Did Respondents reasonably or in good faith relied upon professional counsel?
h. Did Respondents reasonably or in good faith believe that they had committed no violation?
i. Does the doctrine of laches preclude liability if the Administrator unjustifiably delayed filing the determination letter to the prejudice of Respondents?

D. STANDARD OF REVIEW: The parties agreed that the standard of review for this matter is de novo. Therefore, I will apply a de novo standard of review for all purposes in this matter.

E. EXHIBITS:
1. Administrator: Exhibits A to Q. Respondents had questions regarding exhibits G, I, and P. All other exhibits will be admitted at the hearing.
2. Respondents: 1 to 24, 25 w/d, 26 to 71, 72 w/d, 73 to 106. The Administrator had general objections on relevancy grounds because many of the exhibits related to credits and offsets.

F. WITNESSES: A total of 8 witnesses are anticipated to testify live at the hearing. Respondents were unsure whether additional witnesses would be called. All witnesses will be examined so that they only need to appear one time at the hearing. The parties should make every effort to complete the examination after two rounds of questioning (i.e. direct, cross, re-direct, re-cross). The parties should also closely examine their evidence to determine if any witnesses may be excluded from the list.
1. Administrator (2 witnesses): Ramon Huaracha, Carrie Aguilar.
2. Respondents (6 witnesses): Michael Brajevich (live), Tom Shobaken (phone), Steve Nittler (phone), Kelly Butler (phone), Gena Tuttle (phone), James Judkins (phone).
3. No later than 3:00 p.m. on May 3, 2019, Respondents must clarify and specifically list what witnesses will be testifying in person or by phone at the hearing.
4. The parties should meet and confer no later than 12 noon Pacific Time on May 7, 2019, to discuss the order of witnesses that will testify each day of the hearing. Since the Administrator is only calling two witnesses, Respondents should be given a realistic time to have witnesses available to begin testimony as soon as the Administrator's case is complete.

5. A number of witnesses will be called by telephone. It is the responsibility of the person calling the witness by phone to make sure they have all exhibits necessary for a complete examination. The courtroom does have a phone that will be capable of conference calls.

G. INTERPRETERS: Respondents stated that they may have witnesses testify with the aid of a translator/interpreter. Respondents will provide any interpreter necessary for the hearing.

H. STIPULATED FACTS: The parties had not agreed to any stipulated facts. They were directed to meet and confer regarding agreed facts to the extent possible.

I. OPENING STATEMENTS: Each party is permitted to make an opening statement that is limited to no more than 15 minutes.

J. CLOSING ARGUMENTS: The parties agreed to submit written closing briefs. The briefing schedule will be discussed at the hearing. No oral closing arguments will be permitted at the closing of the hearing.

SO ORDERED.

Digitally signed by Richard M.Clark
DN: CN=Richard M.Clark, OU=Administrative Law Judge, O=US DOL Office of Administrative Law Judges, L=San Francisco, S=CA, C=US
Location: San Francisco CA

RICHARD M. CLARK
Administrative Law Judge

SERVICE SHEET

Case Name: **WAGE_AND_HOUR_DIVISI_v_BUTLER_AMUSEMENTS_IN_**

Case Number: **2018TNE00019**

Document Title: **ORDER FOLLOWING PREHEARING CONFERENCE**

I hereby certify that a copy of the above-referenced document was sent to the following this 2nd day of May, 2019:

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Issue Date: 02 May 2019

CASE NO.: 2018-TNE-00019

In the Matter of:

ADMINISTRATOR, WAGE & HOUR DIVISION,
Prosecuting Party,

v.

BUTLER AMUSEMENTS, INC. AND
MICHAEL BRAJEVICH, an individual,
Respondents.

FURTHER ORDER REGARDING HEARING ISSUES

This matter arises under the H-2B provisions of the Immigration and Nationality Act ("INA"), 8 U.S.C. §§ 1101, *et seg.*, and the implementing regulations at 20 C.F.R. Part 655, Subpart A.[1] Attorney P. Wayne Pierce represents the Respondents. Attorney Jeannie Gorman represents the Administrator. The matter is set for hearing on May 8 and 9, 2019, in San Francisco, California.

On April 29, 2019, at 10 a.m., I held a previously scheduled telephonic prehearing conference with the parties to discuss the hearing proceedings. The prehearing conference was not recorded. During the call, I questioned Respondents about a number of issues they listed as issues for the hearing. Many of the issues I considered to be disposed of based by my rulings in the November 14, 2018 Order Denying Summary Decision. Respondents asserted during the prehearing conference that the issues decided in the November 14, 2018 Order Denying Summary Decision were not properly decided because the Administrator did not file a cross-motion for summary decision. I afforded Respondents an opportunity to argue why these issues should be addressed in the hearing by the close of business on April 29, 2019, in addition to a number of other issues.[2] I have issued a separate ruling on other issues raised at the prehearing conference as well as a separate prehearing conference order.

---

[1] This matter is brought under the substantive 2008 H-2B regulations at 20 C.F.R. Part 655, Subpart A, and the 2015 H-2B procedural regulations at 29 C.F.R. Part 503.

[2] In their briefing on the issues, Respondents objected be "trying to respond to so many issues in less than 5 hours" and asserted that "[e]ffectively, this amounts to an extensive motion for summary judgment with the sanction of evidence preclusion, the deadline for which the Administrator allowed to pass." To the extent I sought briefing on whether the issues addressed in the Order Denying Summary Decision, Respondents in fact had over five months to address this issue. The Order Denying Summary Decision was issued on November 14, 2018. Respondents presumably read the order and were aware that I had decided certain issues, such as that the 2008 H-2B regulations applied, that the statute of limitations was 5 years, and that under this statute of limitations, the determination was not untimely, in addition to

Below, I have examined the major issues raised by Respondents in their prehearing conference statement. Generally, the Administrator argues that including many of the issues identified by Respondents "will unnecessarily complicate, confuse, conflate, or otherwise not address the violations of the regulations which form the basis of this enforcement case." However, I do not find that the inclusion of the majority of Respondents' enumerated issues will unnecessarily complicate the hearing or the determination of the issues. The issues listed by Respondents will be included as issues for hearing, with the exceptions noted below.

A. Analysis of Summary Decision

This Office's rules provide that upon motion, a judge shall grant summary decision if the movant shows that there is no genuine dispute as to any material fact and the movant is entitled to decision as a matter of law. 29 C.F.R. § 18.72(a). In rendering a decision independent of the motion, a judge may grant summary decision for a non-movant "[a]fter giving notice and a reasonable time to respond." 29 C.F.R. § 18.72(f); Fed. R. Civ. P. 56(f). The Ninth Circuit has "long recognized that, where the party moving for summary judgment has had a full and fair opportunity to prove its case, but has not succeeded in doing so, a court may enter summary judgment *sua sponte* for the nonmoving party." *Albino v. Baca*, 747 F.3d 1162, 1176–77 (9th Cir. 2014), citing *Cool Fuel, Inc. v. Connett*, 685 F.2d 309, 311 (9th Cir. 1982); *see also Celotex Corp. v. Catrett,* 477 U.S. 317, 326 (1986) ("district courts are widely acknowledged to possess the power to enter summary judgments *sua sponte*, so long as the losing party was on notice that she had to come forward with all of her evidence."). "Even when there has been no cross-motion for summary judgment, a district court may enter summary judgment *sua sponte* against a moving party if the losing party has had a 'full and fair opportunity to ventilate the issues involved in the matter.'" *Gospel Missions of Am. v. City of Los Angeles*, 328 F.3d 548, 553 (9th Cir. 2003)) (quoting *Cool Fuel, Inc.*, 685 F.2d at 312). In *Gospel Missions of America*, granting summary decision *sua sponte* was not error where the salient issues had been presented in the moving party's summary judgment motion and the record showed that the nonmoving party had a full and fair opportunity to address the issues.[3]

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other issues of law. If Respondents had a quarrel with those rulings, they could have filed a motion for reconsideration or a renewed motion for summary decision. Instead, Respondents chose to wait until their prehearing statement was due to include these issues as issues for the hearing, and wait until the prehearing conference, one week before the hearing, to argue that none of the rulings in the Order for Summary Decision could stand since the Administrator did not file a cross-motion. It is disingenuous for Respondents to now object to being given a short amount of time to brief the issue of why they believe the Order Denying Summary Decision was in error, when this short timeframe is of their own making.

[3] This practice serves the purpose underlying motions for summary decision. *See* 10A Charles A. Wright, Arthur R. Miller & Mary K. Kane, *Federal Practice and Procedure* § 2720.1 (4d ed.) ("[T]he practice of allowing summary judgment to be entered for the nonmoving party in the absence of a formal cross-motion is appropriate. It is in keeping with the objective of Rule 56 to expedite the disposition of cases and, somewhat more remotely, with the mandate of Rule 54(c) requiring the court to grant the relief to which a party is entitled 'even if the party has not demanded that relief in its pleadings.'"); *see also Gibson v. Mayor and Council of City of Wilmington*, 355 F.3d 215, 224 (3rd Cir. 2004) (summary judgment was granted *sua sponte* immediately before trial on a purely legal issue); *Leyva v. On the Beach, Inc.*, 171 F.3d 717, 720 (1st Cir. 1999) (*sua sponte* summary judgment order was upheld where the targeted party received a fair opportunity to "put its best foot forward" on the issue); *Artistic Entertainment, Inc. v. City of Warner Robins*, 331 F.3d 1196, 1202 (11th Cir. 2003) (per curiam) (where a "legal issue has been fully developed, and the evidentiary record is complete, summary judgment is entirely appropriate even if no formal notice has been provided."). While a court has power *sua sponte* to grant summary judgment to non-movant when there has been a motion but no cross-motion, "great care must be

While the Administrator did not in fact file a formal cross-motion for summary decision, as discussed above, such a formal cross-motion is not necessary to issue summary decision in the Administrator's favor as long as Respondents had a full and fair opportunity to address the issues. On April 25, 2018, the parties filed a joint request to stay discovery while the parties briefed legal issues. The parties agreed that "phasing the case in this way will both facilitate settlement or substantially narrow any necessary discovery." On May 9, 2018, I issued an order vacating the hearing, staying proceedings, and setting a briefing schedule. I noted that the parties requested to resolve certain legal issues without the need to incur additional ligation expense while they do so and agreed to stay the proceedings while they litigated the legal issues. On June 18, 2018, the parties filed a Joint Motion for Enlargement of Time. The parties stated that the reason for the briefing schedule entered on May 9, 2018, "was the belief that the early disposition of controlling issues of law would dispose of or substantially narrow the case, or otherwise best position the parties to pursue alternative resolution." Respondents further requested to submit an amended motion for summary decision "so that the objective of an early disposition of controlling issues of law may be accomplished."

In response to Respondents' motion, on multiple issues the Administrator argued for a dispositive ruling, not just that Respondents had failed to establish no genuine dispute as to any material fact. For example, in addition to other arguments, the Administrator argued that the 2008 H-2B regulations applied and that the enforcement proceeding was "plainly actionable," that back wages were available as a remedy, and that the statute of limitations accrued after February 6, 2013, and that the action was timely. Respondents had the opportunity to reply to the Administrator's arguments. Respondents' counsel also stated in an affidavit attached to the reply that he "vigorously emphasized [to the Administrator's counsel] that early motions would be ineffective if the Administrator's opposition simply declared that there was a factual dispute for which discovery was necessary." The Administrator's counsel then "asked a series of questions to satisfy herself that these issues were ripe for disposition by motion" and then "agreed that these issues were ripe for early disposition." In their reply, Respondents noted that the Administrator had not moved for summary decision, and "[a]ccordingly, Respondent has refrained from submitting its own factual issues," but did not address the fact that there were legal issues "ripe for early disposition," to use Respondents' counsel's phrase.

After a review of the record, I am satisfied that Respondents had sufficient notice that the issues they presented in their motion for summary decision were ripe for disposition, and that they had a "full and fair opportunity" to address the issues. The parties stayed discovery to resolve certain legal issues with the goal of either narrowing the issues for hearing or facilitating settlement. The Administrator argued for disposition of the legal issues in its favor, to which Respondents had the opportunity to respond. Respondents had ample opportunity to "ventilate the issues involved," *Cool Fuel, Inc.*, 685 F.2d at 312, and in no way could have been taken by surprise by the adjudication of issues that the parties requested I decide. To present issues for adjudication in this manner and

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exercised to assure that original movant has had adequate opportunity to show that there is genuine issue and that his or her opponent is not entitled to judgment as matter of law." *Kassbaum v. Steppenwolf Prods., Inc.*, 236 F.3d 487, 494 (9th Cir. 2000); *see also Buckingham v. United States*, 998 F.2d 735, 742 (9th Cir. 1993) ("a litigant must be given reasonable notice that the sufficiency of his or her claim will be in issue . . . ."). "Reasonable notice implies adequate time to develop the facts on which the litigant will depend to oppose summary judgment." *Portsmouth Square Inc. v. Shareholders Protective Comm.*, 770 F.2d 866, 869 (9th Cir. 1985); *O'Keefe v. Van Boening*, 82 F.3d 322, 324 (9th Cir. 1996); *see also Osler Inst., Inc. v. Forde*, 333 F.3d 832, 836 (7th Cir. 2003) ("In short, summary judgment should not take a party by surprise.").

then on the eve of trial proclaim that because there was no formal cross-motion for summary decision filed by the Administrator the issues remain to be resolved at the hearing is misguided.

In their prehearing conference statement, Respondents identified certain legal issues that were decided on summary decision and are no longer at issue in this hearing:

1) Whether the 2008 Rules and 2015 procedural regulations are enforceable.
2) Whether the Administrator's charges contravene the statute of limitations [see discussion below]
3) Whether the remedy of back wages are authorized for any purported misclassification.

In sum, Respondents' argument that the issues decided in the Order Denying Summary Decision remain issues for hearing because the Administrator did not file a cross-motion for summary decision is rejected. On certain issues, Respondents' motion was denied because there were factual disputes that needed to be decided at hearing or because Respondents had not provided sufficient factual support to rule in their favor (i.e., on the issue of laches, discussed below). Such issues must still be determined after a hearing. However, regarding the remaining issues discussed and definitely decided in the summary decision order, I consider such issues to be disposed of by that ruling.

B. FLSA Exemption

In the Order Denying Summary Decision, I did not rule regarding whether Respondents can claim housing credits if they are FLSA-exempt. I determined that the housing credit issue was more properly addressed at the hearing. The Administrator argues that Respondents' arguments regarding the housing credit should be rejected. However, these are arguments that should be made in the hearing or closing brief.

Respondents also argue that the regulations do not specify how an FLSA-exempt employer is to complete applications, and that this supports a defense to the charge of a willful failure to comply with the relevant statutory and regulatory requirements. This argument was not previously addressed and is appropriate to list as an issue for the hearing.

C. Laches and Statute of Limitations[4]

Respondents argued in their briefing that the issue of the statute of limitations and the doctrine of laches are proper issues for the hearing.

1. Laches

Without deciding whether the doctrine of laches can be applied against the Administrator, I determined in the Order Denying Summary Decision that Respondents had not established that the doctrine of laches precluded the Administrator from bringing this action. I did not find that

[4] The Administrator argues that these issues were not listed in Respondents' request for a hearing, and therefore they have been waived. The Administrator did not make this argument previously, either in the summary decision briefing or in any other motion, and I find that at this late date, such an argument should not preclude the laches issue from being heard.

Respondents cannot show laches as a matter of law, only that they had failed to support their assertions in their motion for summary decision. Therefore, the parties may address this issue at the hearing or in post-hearing briefs.

2. Statute of Limitations

Regarding the statute of limitations issue, Respondents first contend that "[a]ccording to the Administrator's official interpretations published on his website and marked as Respondent's [sic] Exhs. 96 and 101, misclassification should have been charged as willful misrepresentation." Respondents then argue that based on the ARB's ruling in *Kersten v. Lagard Inc.*, ALJ No. 2005-LCA-017, ARB No. 06-111 (ARB Oct. 17, 2008), if the violation was charged as a willful misrepresentation, the violation occurred at the time the application was submitted. Respondents contend that the summary decision order "was premised on the case being charged as a substantial failure, which was not correct."

Respondents previously argued that statute of limitations began to run the date the application was approved, December 14, 2012, because the Administrator could have initiated a determination letter based on any misrepresentation in the application at this date. I rejected this argument in my Order Denying Summary Decision and held that because the alleged violations occurred from February 1, 2013, through April 24, 2013, the proceeding was timely commenced since the Determination Letter was issued on February 6, 2018, which is before April 24, 2018. I consider this issue to be decided in the Order Denying Summary Decision consistent with the discussion above regarding *sua sponte* rulings on summary decision.

To the extent Respondents' current briefing on this issue could be construed as a renewed motion for summary decision on the statute of limitations issue, it is denied. *See* 29 C.F.R. § 18.33(f). Regardless of whether a misclassification of violations "should have been charged as willful misrepresentation," the case cited by Respondents does not support their position that a statute of limitations begins to run when the temporary labor certification application is submitted. In *Kersten*, a case arising under the H-1B visa provision of the INA, the complainant alleged the employer made false or incorrect statements in its labor condition applications ("LCAs") because he performed duties in addition to those listed in the LCA, which specified he would be working as a quality control engineer. The LCAs were filed in 1999 and 2002. Between 1999 and 2002, the complainant worked beyond the duties associated with the quality control engineer job title. However, the complainant admitted that he performed only quality control engineer duties from September 2002 to September 2003. He filed his complaint in April 2004. The H-1B provisions provide that a complaint must be filed no later than 12 months after the date of the alleged failure to meet a condition specified in the LCA or an employer's misrepresentation of a material fact in the LCA. The ALJ held that since the complainant admitted that he did not perform duties in addition to those listed in the 2002 LCA and thus was not underpaid, the employer did not continue to violate the terms of the 2002 LCA after September 2002. Since the complaint was filed more than 12 months after September 2002, the ALJ concluded that these claims were time-barred. The ARB held that the record supported the ALJ's conclusion. Respondents' assertion that this case stands for the proposition that "the statute of limitations accrues on the date when the employer misrepresented a material fact in the labor certification" is inaccurate, at best, given the discussion by the ARB.

The statute of limitations is not an issue that will be addressed at the hearing.

D. Definition of Substantial Violation

Respondents argued that showing a "substantial failure"-type violation requires showing a "willful failure," and that several of the issues they listed related to this showing (for example, their good faith reliance on counsel). The Administrator argued that Respondents should not be able to rely on legal or professional advice that "tells them (wrongly) what to do" and therefore avoid being charged with a violation. The Administrator's argument goes more to the substance of the dispute rather than whether these issues should be considered at the hearing. As explained below, Respondents' enumerated issues regarding whether they acted in good faith will be issues for the hearing as the H-2B regulations define "substantial violation" as "willful failure that constitutes a significant deviation from the terms and conditions of the labor condition application or the DHS Form I–129."

Section 655.60 of the 2008 H-2B regulations, titled "Violations," provides that the Administrator shall determine whether the employer has:

> (a) Filed a petition with ETA that willfully misrepresents a material fact.
> (b) Substantially failed to meet any of the conditions of the labor certification application attested to, as listed in § 655.22, or any of the conditions of the DHS Form I–129, Petition for a Nonimmigrant Worker for an H–2B worker in 8 CFR 214.2(h).
> (c) Misrepresented a material fact to the State Department during the visa application process.

20 C.F.R. § 655.60 (2009). The relevant definition of "substantial violation" and "willful" is found at Section 655.65, which is titled "Remedies for Violations":

> (d) Substantial failure in paragraph (b) of this section shall mean a willful failure that constitutes a significant deviation from the terms and conditions of the labor condition application or the DHS Form I–129, Petition for a Nonimmigrant Worker for an H–2B worker or successor form.
> (e) For purposes of this subpart, "willful failure" means a knowing failure or a reckless disregard with respect to whether the conduct was contrary to sec. 214(c) of the INA, or this subpart. See *McLaughlin v. Richland Shoe Co.*, 486 U.S. 128 (1988); see also *Trans World Airlines v. Thurston*, 469 U.S. 111 (1985).

20 C.F.R. § 655.65 (2009). Confusingly, Section 655.65(d), quoted above, states that "substantial failure in paragraph (b) of *this section* shall mean . . ." but paragraph (b) of "this section" does not mention "substantial failure." *See* 20 C.F.R. § 655.65(b) (2009) (discussing the remedies for termination by layoff).[5] Paragraph (c) of Section 655.65 does mention "substantial failure" in connection with the assessment of a civil money penalty:

[5] "Upon determining that an employer has terminated by layoff or otherwise any employee described in § 622.55(k) of this part, within the period described in that section, the Administrator may assess civil money penalties that are equal to the wages that would have been earned but for the layoff at the H–2B rate for that period, not to exceed $10,000. No civil money penalty shall be assessed, however, if the employee refused the job opportunity, or was terminated for lawful, job-related reasons." 20 C.F.R. § 655.65(b).

> The Administrator may assess civil money penalties in an amount not to exceed $10,000 per violation for any substantial failure to meet the conditions provided in the H–2B *Application for Temporary Employment Certification* or the DHS Form I–129, Petition for a Nonimmigrant Worker for an H–2B worker or successor form, or any willful misrepresentation in the application or petition, or a failure to cooperate with a Department audit or investigation.

20 C.F.R. § 655.65(c) (2009). The definition of "substantial failure" is therefore unclear from merely examining the regulations, although it is logical to assume that "substantial failure" in Section 655.60(b) has the definition proscribed in Section 655.65(d)-(e).

Fortunately, the statute provides some clarity that the regulations lack. Section 214(c)(l4) of the INA states that if DHS finds "a substantial failure to meet any of the conditions of the petition to admit . . . a nonimmigrant worker under [8 U.S.C. § 1101(a)(l5)(H)(ii)(b)] or . . . a willful misrepresentation of a material fact in such petition," it may impose such administrative remedies, including civil monetary penalties, as it determines to be appropriate. 8 U.S.C. § 1184(c)(14)(A). The statute continues: "In this paragraph, the term 'substantial failure' means the willful failure to comply with the requirements of this section that constitutes a significant deviation from the terms and conditions of a petition."[6] 8 U.S.C. § 1184(c)(14)(D).

An examination of this statutory and regulatory language shows that a "substantial failure" means "willful failure," and that this "willfulness" requirement is not limited to the assessment of the civil money penalty. "Willful failure" means a knowing failure or a reckless disregard with respect to whether the conduct was contrary to Section 214(c) of the INA, or the 2008 H-2B regulations. 20 C.F.R. § 655.65(e); 8 U.S.C. § 1184(c)(14)(D). Section 655.65(e) references *McLaughlin v. Richland Shoe Co.*, 486 U.S. 128 (1988) and *Trans World Airlines v. Thurston*, 469 U.S. 111 (1985) for guidance on "willful failure." This standard for "willfulness" means conduct that is "voluntary," "deliberate," or "intentional," and requires "more than a showing of negligence on the employer's part." *McLaughlin v. Richland Shoe Co.*, 486 U.S. at 128. A violation is willful if the employer "either knew or showed reckless disregard for the matter of whether its conduct was prohibited." *Id.* at 133. An act is not "willful" if the employer simply knew potential violations were "in the picture." *Trans World Airlines, Inc. v. Thurston*, 469 U.S. at 127. *See also Adm'r., Wage & Hour Div. v. Peter's Fine Greek Food, Inc.*, ALJ No. 2011-TNE-00002, slip op. at 37-38 (ALJ Sept. 25, 2013) (noting that substantial failure means willful failure that constitutes a significant deviation from terms and conditions of temporary labor certification application).

In this matter, the Administrator alleges that Respondents engaged in a "substantial violation" and therefore the issues related to whether Respondents engaged in a "willful failure" are relevant and appropriate for the hearing.

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[6] In addition, "the highest penalties shall be reserved for willful failure to meet any of the conditions of the petition that involve harm to United States workers." 8 U.S.C. § 1184(c)(14)(C).

As previously noted, I have issued a separate order following the prehearing conference where I have listed the issues for hearing. Any other issues raised by Respondent and not specifically addressed are denied.

SO ORDERED.

Digitally signed by Richard M.Clark
DN: CN=Richard M.Clark,
OU=Administrative Law Judge, O=US
DOL Office of Administrative Law
Judges, L=San Francisco, S=CA, C=US
Location: San Francisco CA

RICHARD M. CLARK
Administrative Law Judge

SERVICE SHEET

Case Name: **WAGE_AND_HOUR_DIVISI_v_BUTLER_AMUSEMENTS_IN_**

Case Number: **2018TNE00019**

Document Title: **FURTHER ORDER REGARDING HEARING ISSUES**

I hereby certify that a copy of the above-referenced document was sent to the following this 2nd day of May, 2019:

Digitally signed by MARYANNE B. BALLARD
DN: CN=MARYANNE B. BALLARD, OU=LEGAL ASSISTANT, O=US DOL Office of Administrative Law Judges, L=San Francisco, S=CA, C=US
Location: San Francisco CA

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UNITED STATES DEPARTMENT OF LABOR

OFFICE OF ADMINISTRATIVE LAW JUDGES

RECEIVED
JUN 24 2019
Office of Administrative Law Judges
San Francisco, CA

In the Matter of:	)	
	)	
ADMINISTRATOR, WAGE & HOUR DIVISION,	)	
	)	
Prosecuting Party,	)	
	)	
vs.	)	Case No. 2018-TNE-00019
	)	
BUTLER AMUSEMENTS, INC., AND MICHAEL BRAJEVICH, AN INDIVIDUAL,	)	
	)	
Respondent.	)	

VOLUME I

PAGES: 1 through 230

LOCATION: San Francisco, California

DATE: May 8, 2019

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UNITED STATES DEPARTMENT OF LABOR

OFFICE OF ADMINISTRATIVE LAW JUDGES

In the Matter of:	)	
	)	
ADMINISTRATOR. WAGE & HOUR DIVISION,	)	
	)	
Prosecuting Party,	)	
	)	
vs.	)	Case No. 2018-TNE-00019
	)	
BUTLER AMUSEMENTS, INC., AND MICHAEL BRAJEVICH, AN INDIVIDUAL,	)	
	)	
Respondent.	)	

RECEIVED
JUN 24 2019
Office of Administrative Law Judges
San Francisco, CA

Wednesday,
May 8, 2019

Suite 4-800
90 Seventh Street
San Francisco, California

The above-entitled matter came on for hearing, pursuant to notice, at 8'34 a.m.

BEFORE: THE HONORABLE RICHARD M. CLARK
Administrative Law Judge

APPEARANCES:

On behalf of the Prosecuting Party:

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I N D E X

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WITNESSES:	DIRECT	CROSS	REDIRECT	RECROSS	ALJ
Carrie Aguilar	28	42	164	182	
Steven Nittler	193	218			

EXHIBITS:	IDENTIFIED	RECEIVED	REJECTED
ADMINISTRATOR			
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EMPLOYER			
1 through 24	11	13	
26	11	13	
26 through 71	11	13	
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PROCEEDINGS

(9:00 o'clock a.m.)

JUDGE CLARK: Good morning. We're on the record. I'm calling the case of Administrator, Wage & Hour Division, versus Butler Amusements, Inc., and Michael Brajevich, case number 2018-TNE-00019.

Today is May 8, 2019. We are in San Francisco, California. This is the time and the place for the hearing.

My name is Richard Clark. I have been assigned to this matter for all purposes.

Will the parties state their appearances for the record, starting with Ms. Gorman.

MS. GORMAN: Good morning, Your Honor. Jeannie Gorman, U.S. Department of Labor, Office of the Solicitor out of Seattle.

JUDGE CLARK: Good morning. Mr. Pierce.

MR. PIERCE: Yes, good morning, Your Honor. Wayne Pierce representing the Respondents. And my office is in Annapolis, Maryland.

JUDGE CLARK: Good Morning, Mr. Pierce. Okay. So I did issue a prehearing conference order of May 2nd, 2019 setting out our issues for the hearing and some other matters. We'll get to those in a moment.

Just a couple of ground rules I want to talk about before we get started. We have restrooms out in the hallway.

But they require a key, which is with the court reporter. There's one for the men's room and one for the women's room. They are very valuable keys. They are hard to get replaced. So if you use them, bring them back to where they are. We have to account for them at the end of the day, just so you know that.

I prefer to take a little later lunch. We'll probably take a lunch break about 12:30. It makes the afternoon go a little bit shorter, as well.

So let's go ahead and jump in.

Ms. Gorman, you had said that there were a few things you wanted to talk about or put on the record. So why don't you go ahead and tell us what they are?

MS. GORMAN: Thank you, Your Honor. Do you mind if I stay seated?

JUDGE CLARK: No, I don't mind.

MS. GORMAN: Thank you. In one of the prehearing orders, because there were three that all came in kind of a spate, one of your prehearing orders dealt with the elimination of back wages for Marilu Zepeda.

JUDGE CLARK: Yes.

MS. GORMAN: And I would like to make an oral motion for reconsideration on the inclusion of Ms. Zepeda The grounds are -- I have three grounds.

The first is that the Respondent's Trial Exhibit 14

shows her as part of the case. And the Respondents were on notice that she was a basis for the violations, for the CMP's.

Here it is the Respondents who are in the best position to know when they employ people in positions, other than the TEC position of recreation and amusement attendant, which I might refer to as the RAA, just because it's shorter, if that's okay with people.

The Administrator is just trying to figure out what happened.

So Ms. Zepeda was one of those people employed in a position, other than the RAA position. Respondents knew that because they employed her.

From a notice basis, the Respondents always had notice that she was performing these other duties.

And so, we -- the Administrator asks this Court to reconsider its decision to exclude Ms. Zepeda.

JUDGE CLARK: Okay. Are there any other issues that you want to raise? Do you want to take a moment? Let's hear them all first.

MS. GORMAN: No. Actually, Mr. Pierce solved my other issue, which I think I raised to the Court, which was the PII issue, in Mr. Pierce's exhibits. And he did provide me PII redacted exhibits this morning. So that is a non issue, as well.

JUDGE CLARK: Great. Mr. Pierce, regarding Ms. Zepeda?

MR. PIERCE: Yes, Your Honor. I think we covered all this. There was an original calculation performed in conjunction with the original final conference. Ms. Zepeda was one of about 10 names. That was subsequently revised.

About a month later, she was dropped. Her name did not show up again until about three weeks ago or something like that.

Your order also pointed out that there was a footnote in there, and obviously, in my Motion for Summary Judgment last summer, and specifically said they were no longer pursuing any claims related to her.

So she's been out for five years or more, and deserves to be -- remain out.

And as we indicated in our opposition, I haven't heard a case regarding her, because we were never on notice that she was part of this, on the alternative job codes and searches and things like that. And we just haven't done that.

JUDGE CLARK: Okay. Mr. Pierce, Ms. Gorman indicated in your Exhibit 14, you had information about Ms. Zepeda, so you were on notice, potentially, that she was going to be part of the case when you did your exhibits. So tell me about that.

MR. PIERCE: That's the one I referenced earlier, Exhibit 14, the original calculation of back wages. It's in the numbers in front of you, Your Honor.

And it includes 10 names. It was subsequently amended about two months later, and she was specifically dropped, and has been dropped since until a few weeks ago.

JUDGE CLARK: Ms. Gorman, anything further?

MS. GORMAN: No.

JUDGE CLARK: Okay. And if I recall, the amount of back wages to Ms. Zepeda was approximately $227.00.

MS. GORMAN: It was like 266. It was something --

JUDGE CLARK: Two hundred, $300.00.

MS. GORMAN: Yes, it was.

JUDGE CLARK: Okay. I have considered the arguments of the parties. I'm going to deny the request to reconsider, and add Ms. Zepeda. The prior ruling will stand. Anything else, Ms. Gorman, before we get started?

MS. GORMAN: The only thing that I've got is, as I indicated previously to the Court in some pre-trial indication, the Administrator is relying on Respondent's Exhibits for a few of the exhibits so as to avoid any duplication.

And the Summary of Violations and Remedy are attached to the determination letter,

I have new ones, but they are two Respondent's

Exhibits. I don't know if -- the new ones will reflect your current order of the back wage amounts.

So I have these to amend, if this is not included yours. This is Respondent's Exhibit 19, and this would be the last page.

And I didn't want to get into unilaterally amending Respondent's Exhibits without the Court's knowledge.

JUDGE CLARK: I appreciate that.

MS. GORMAN: Thank you.

JUDGE CLARK: Has Mr. Pierce seen these?

MR. PIERCE: We have. And I believe it is the correct page.

JUDGE CLARK: Okay. So you have no objection to it being the correct page. Which page number would it be?

MS. GORMAN: It would be the last page.

JUDGE CLARK: I have Exhibit 19, the last page.

MS. GORMAN: And so the amounts should be 2695540.

JUDGE CLARK: That's what's here.

MS. GORMAN: That's the one, thank you. Then I don't need this. Nothing else.

JUDGE CLARK: Okay. Let's go ahead and talk about who our potential witnesses are then today. So Ms. Gorman, you're still just calling your two witnesses. Is that correct?

MS. GORMAN: That is correct.

JUDGE CLARK: And how long do you think your entire case will take? Will you be done this morning?

MS. GORMAN: We might be.

JUDGE CLARK: Okay.

MS. GORMAN: It might depend on Cross, of course. But for my Direct, certainly we'll be done this morning. I wouldn't imagine that Ms. Aguilar would probably -- we might be looking at an hour and a half, perhaps two hours. Mr. Huaracha, we're probably looking at a half an hour to 45 minutes.

JUDGE CLARK: Okay. Very good. Then Mr. Pierce, we talked off the record. But I want you to put on the record who you're actually going to call, either by phone, or in person here today, or today or tomorrow.

MR. PIERCE: By phone, we would have Mr. Steve Nittler, CPA. By phone, Mr. Tom Shobaken.

We are reserving the right to have rebuttal by phone from either Kelly Butler or Gena Tuttle. But I think that will be unlikely. Then live testimony from Mr. Brajevich.

JUDGE CLARK: Okay, thank you. So originally, I had shown seven witnesses. But you're just going to call the three and maybe the two rebuttal.

MR. PIERCE: That is our intention.

JUDGE CLARK: Okay. And there were a number of

witnesses who might need a Spanish translator. And you don't need that at all. You're not calling any witnesses who will need a translator?

MR. PIERCE: We pursued it in alternative ways, so that's correct.

JUDGE CLARK: Okay, very good. Okay. We'll move on to the exhibits then. I have two large binders in front of me here, Exhibits 1 through 106. There's a separate one for 26. Have you renumbered your exhibits? I know you had withdrawn a couple. Are they still here?

MR. PIERCE: There is a place holder in there saying that they're withdrawn. But there is no renumbering. Once we Bates stamped and photo-copied, they were set.

JUDGE CLARK: Okay. I see 25 was withdrawn. And 72 was withdrawn. Ms. Gorman, have you seen these exhibits?

MS. GORMAN: I believe so. Hopefully they're the same things that Mr. Pierce sent to Ms. Aguilar prior to her deposition.

JUDGE CLARK: Okay. There's a total of 106 exhibits, two of them withdrawn, 25 and 72 are both withdrawn.

(Respondent's Exhibit Nos. 1 through 24, 26 through 71, 73 through 106 were marked for identification)

JUDGE CLARK: Twenty-six has its own binder. Any objection to the Respondent's Exhibits?

MS. GORMAN: Not to admissibility or authenticity, Your Honor, only the relevancy objections that I've previously indicated. I can go through those again, if you like. But I might need a moment.

JUDGE CLARK: If you have specific objections to specific exhibits on relevance grounds, you can put that on the record.

If you just have your general -- which I think you raised at the prehearing conference, that they're related to the non-cash value, that type of thing, I'm going to overrule those objections based upon my ruling.

But if you want to put specific objections on the record, go ahead.

MS. GORMAN: I have no specific objections, Your Honor.

JUDGE CLARK: Okay. Mr. Pierce, anything further regarding your exhibits?

MR. PIERCE: I'll just orient you that the second notebook, Exhibit 26 is separate because that's the payroll, and it's unwieldy.

JUDGE CLARK: I appreciate you breaking it out like that. Okay. So regarding the Respondent's Exhibits then, I have 1 through 24, which are admitted -- 25 is withdrawn --

26 to 71 are admitted. Seventy-two is withdrawn. Then 73 to 106 are admitted.

(Respondent Exhibit Nos. 1 through 24, 26 through 71 and 73 through 106 were received into evidence.)

JUDGE CLARK: Let's turn to the Administrator's Exhibits.

MS. GORMAN: You don't have them yet?

JUDGE CLARK: I don't. Thank you very much. I have one binder of the Administrator's Exhibits, A through Q.

(Administrator Exhibit Nos. A through Q were marked for identification.)

JUDGE CLARK: And Mr. Pierce, at the prehearing conference, you had a couple of questions about three exhibits, G, I and P. Do you have any objections to the exhibits at this point?

MR. PIERCE: My only objection, Your Honor, you've already addressed in one of your rulings. The calculations in Exhibit I, I think should not reflect Mr. Guzman. But you've already ruled.

JUDGE CLARK: Have you any further objections to the exhibits then?

MR. PIERCE: No.

JUDGE CLARK: Then Administrator's Exhibits A through Q are admitted into the record.

(Administrator Exhibit Nos. A through Q were received into evidence.)

JUDGE CLARK: I think that takes care of the exhibits. Anything further regarding exhibits, Ms. Gorman?

MS. GORMAN: Just one thing with our Exhibit I, we did eliminate Ms. Zepeda from that exhibit.

JUDGE CLARK: I did notice.

MS. GORMAN: Okay.

JUDGE CLARK: I did note that. So it does have 26,955.40. Anything further regarding exhibits, Mr. Pierce?

MR. PIERCE: No, Your Honor.

JUDGE CLARK: Okay. We've talked about the witnesses. I've listed the issues in the Prehearing Conference Statement on pages two and three. Anything further regarding the issues for hearing this morning, Mr. Pierce?

MR. PIERCE: No, Your Honor.

JUDGE CLARK: Okay. Anything else before we get started this morning, Ms. Gorman?

MS. GORMAN: No.

JUDGE CLARK: Thank you. And Mr. Pierce?

MR. PIERCE: I think I should ask for a rule on

sequestration of witnesses. I'm not sure who is their representative and would be entitled to stay.

JUDGE CLARK: Okay. I do grant that order to have witnesses wait in the hallway until they're actually called. Ms. Gorman, you just have the two witnesses. Why don't you tell us if somebody needs to go in the hallway?

MS. GORMAN: Sure. The Administrator's representative today is Assistant District Director Aguilar. And Mr. Huaracha is seated behind her.

If the Court grants sequestration, then I will ask Mr. Huaracha to go out.

JUDGE CLARK: Okay. Is he going to be your first witness?

MS. GORMAN: He will not.

JUDGE CLARK: He will not, okay. And you had an objection to Mr. Huaracha being in the courtroom?

MR. PIERCE: Yes.

JUDGE CLARK: Okay. I will grant that standard. So I'm sorry, Mr. Huaracha, you'll have to go stand out in the hallway. I don't know how long it's going to be. You may go downstairs to the coffee shop, and Ms. Gorman can call you. But you'll have to go outside, sir. Anything else, Mr. Pierce?

MR. PIERCE: No, Your Honor.

JUDGE CLARK: Okay. Opening statement, Ms.

Gorman.

OPENING STATEMENT

BY MS. GORMAN:

Thank you, Your Honor. The H-2B program allows a registered employer to circumvent national immigration laws, and determine who can enter this country for a specified period of time performing specified work, which does not displace domestic workers.

In exchange for this extraordinary authority, three branches of the U.S. government require an employer to provide and certify the accuracy of information about work locations, worker identity, worker pay, and the nature of work performed.

Each employer who participates in the H-2B program does so voluntarily.

Each employer identifies the job description each non immigrant employee will be performing. Here, this job skill is recreation and amusement attendant.

This case is about whether Respondents misclassified nine employees.

The Administrator will prove that Respondents asked for approval to employ recreation and amusement attendants. Respondents promised to pay such attendants a particular and specified rate of pay.

Respondents employed nine people in job positions,

other than recreation and amusement attendant. And Respondents failed to pay those employees performing other duties commensurate with the actual duties that they performed.

Respondent's violations was also back wages to the nine employees, and civil money penalties, which I may refer to as CMP's.

Given that Respondents kept no contemporaneous records of hours worked, contemporaneous records of days worked, and contemporaneous records and the location of where each non-immigrant employee worked, the Administrator has had to reconstruct back wages.

The Administrator seeks back wages in the amount of 26,955.40 for nine employees, CMP's for the Respondent's violation, and an order precluding Respondent's retaliation against any past, present or future employee, given the disclosure of the names of those who provided the Administrator with information.

JUDGE CLARK: Thank you. Mr. Pierce, would you care to make an opening?

MR. PIERCE: As I indicated, I would prefer to wait until the beginning of my case.

JUDGE CLARK: Okay. Ms. Gorman, you may call your first witness.

MS. GORMAN: Thank you, Your Honor. The

Administrator calls Carrie Aguilar.

JUDGE CLARK: Ms. Aguilar, would you come forward? Ms. Aguilar, before you have a seat, would you raise your right hand?

Whereupon,

CARRIE AGUILAR

having been first duly sworn by the Administrative Law Judge, was examined and testified as follows:

JUDGE CLARK: Have a seat, please. And if you would state your name, and spell it for the record?

THE WITNESS: Carrie Aguilar, C-a-r-r-i-e, A-g-u-i-l-a-r.

JUDGE CLARK: Thank you. And Ms. Aguilar, just a few things before we get started: So we're recording everything that's said here. This doesn't necessarily amplify. It doesn't amplify, so keep your voice up so Ms. Gorman can hear you.

Let the lawyers ask you the complete question before you answer, because we can't record two people at the same time.

If someone makes an objection, you just stop talking, and I'll let you know whether you can answer the question.

If you don't understand something, let us know. Or if you need a break or something, let us know. Okay?

Ms. Gorman, go ahead.

MS. GORMAN: Yes, Your Honor. I don't see that the witness has the Respondent's Exhibits. Oh, you do? Excellent. Okay, I didn't see them.

(JUDGE, MS. GORMAN & WITNESS SPEAK OVER EACH OTHER)

THE WITNESS: Should I grab them?

MS. GORMAN: You may want them in front of you, yes, I may be referring to them.

JUDGE CLARK: Okay. We're set. Ms. Gorman.

MS. GORMAN: Thank you.

DIRECT EXAMINATION

BY MS. GORMAN:

Q Ms. Aguilar, are you currently employed?

A Yes.

Q With whom are you employed?

A U.S. Department of Labor.

Q With a particular agency?

A Wage & Hour Division.

Q Okay. What is your job title?

A Assistant District Director.

Q How long have you been in that job?

A Since 2015.

Q And what are your job duties as an ADD or Assistant District Director?

A I manage the office. I supervise directly

investigators, deal with administrative operations of the office, personnel issues.

Q Prior to your job as an ADD, were you employed with the U.S. Department of Labor?

A Yes.

Q And what was your job title?

A Investigator.

Q And how long did you hold the position of an investigator?

A From 2009 until 2015.

Q What were your duties as a Wage & Hour investigator?

A I investigated employers under different acts, FLSA, H-2B, H-2A, HISPA.

Q And prior to your job as a Wage and Hour investigator, did you work for the Department of Labor?

A No.

Q Prior to your job as a U.S. Department of Labor employee, did you have any other experience in your field?

A Yes.

Q What was that experience?

A I worked for the State of Oregon.

Q And what did you do for the State of Oregon?

A I started as a business and employment specialist, helping job seekers find work, write resumes, helping

employers post jobs to the job bank.

Q And you said you started in that position. Did you have any other positions with Oregon?

A Yeah, my final position with the state was working as an operations and policy analyst, working as a trainer for business and employment specialists, training them on the same job duties I just explained.

Q Okay. And for what period of time did you work for the State of Oregon?

A From 2002 to 2009.

Q And I just want to get a sense of the job duties that you performed in all the positions you held with the State of Oregon.

A So as an employment specialist, I spent a lot of time writing jobs, which the employers would give us information, like positions they were recruiting for. And I would type the job duties, the minimum requirements, and also code those jobs into the job banks using SOFT codes so they were more searchable.

I also helped job seekers create profiles in the job banks, including the jobs that they had experience in, coding those with a SOFT code, and the job that they were looking for.

Q Okay. Anything else? Does that also include the operations and policy analyst?

A So as an analyst, I trained on policy, and also how to perform the jobs that I had performed as an employment specialist, helping job seekers, helping employers.

Q You mentioned SOFT codes, Ms. Aguilar. What does that stand for?

A Standard Occupational Classification, I believe.

Q Were you determining then, the job classification for different types of jobs?

A That's correct.

Q Based on what? What factors was that determination based on?

A Based on the job duties. So we would have job listings -- would have to be coded so they would match the job seekers. So seekers may have experience working as a cook or working in a restaurant.

We would put in the SOFT codes in their profile. And if it's a job listing for a cook, they would have to be coded the same so they would match.

Q Okay. You mentioned that as a Wage Hour investigator, you performed investigations of employers in different statutory areas. Correct?

A Yes.

Q As a Wage Hour investigator, approximately how many investigations have you been involved in?

A As an investigator, I completed around 20 or 25

cases every year.

Q And so you were an investigator for eight years. Correct? From --

JUDGE CLARK: Six years.

BY MS. GORMAN:

Q Six years?

A Yeah.

Q Six years, pardon me. Okay. So approximately 120 or so investigations?

A Sure.

Q And as an ADD, how many investigations have you been involved with in a supervisory or mentor or managerial capacity?

A I supervise directly between four and six investigators. And I advise them and review their cases. And each investigator will complete about 20 cases a year --

Q Okay.

A -- depending, between 20 and 35.

Q On those investigations that you have reviewed or managed, as an ADD, have any of them been H-2B?

A Yes.

Q And approximately how many or what percentage of the cases that you review are in the H-2B field or area?

A Right. Our office does about six H-2B cases a year.

Q Are you the only ADD in your office?

A Yes, in Portland.

Q In Portland, okay. So you would be -- you would be reviewing, or somehow have managerial responsibility over those six H-2B cases in Portland?

A Yes, I would advise the investigator through the case under investigation, and I would review all of those cases.

Q And in your experience as either a Wage Hour investigator or an Assistant District Director, have you ever interviewed employees?

A Yes.

Q Approximately how many employee interviews have you taken as a Wage Hour investigator?

A A lot. Probably about 1,000

Q And does that -- that includes -- do you take interviews as an ADD, as well?

A Yes, sometimes.

Q Okay. And so that 1,000, approximate 1,000 includes both as a Wage Hour investigator and an ADD?

A Correct.

Q How do you determine the reliability of the information that you are provided during an interview, an employee interview?

A I would take into account the demeanor of the

individual I'm interviewing. And I would later, or depending on when I get the records, cross reference that with the records available, and other information.

Q Have you ever been interviewing a witness and concluded either while the interview is going on, or after the interview, that you were not being told the truth?

A Yes.

Q What factors -- what did you look at to reach your conclusion that you weren't being -- I want to know what you considered for your conclusion that you weren't being told the truth?

A Sometimes employees will be either too quick to answer a question, maybe spitting out an answer before I finish my question.

Maybe they will be extremely reticent, and not answer at all, speak very quietly.

Sometimes I believe people are lying when they use words they wouldn't typically use, maybe like industry-type jargon that I don't think they would normally use.

Sometimes if they are very quick to approach me, and they really want to talk to me, it seems like that is not typical behavior.

If they can see that there is a video camera, like if I'm interviewing folks in a conference room, and there's a video camera, and they know that there's a video camera, they

think perhaps the Employer is watching, then I wouldn't put a whole lot of credence in that interview, and if there's other people around, and it's not a private space.

Q Okay. Did you become involved in the investigation of Butler Amusements and Michael Brajevich?

A Yes.

Q How did you become involved?

A I was assigned the case.

Q And what was your involvement in this case?

A I was the lead investigator.

Q And what were you -- what was your -- what task were you assigned to complete when you were assigned this case?

A I was assigned to investigate the case, be the face of the agency with the employer in the case, and coordinate the activities of the other investigators.

Q Were you asked to make a determination about the case, about -- about this employer?

A Yes.

Q What was the determination that you were asked to make at the beginning of the case?

A Whether or not the employer was in compliance with the H-2B.

Q How do you determine compliance with H-2B?

A I would look at the attestations, and determine

whether or not they were complying with what they had promised when they signed off on the attestations and the TEC.

Q Anything else, other than the attestations and the TEC?

A I looked at their compliance under the FLSA, as well.

Q And when you say TEC, what are you referring to?

A The Temporary Employment Certification, the 9142.

Q Okay. So in terms of determining compliance, you looked at the attestations and the TEC, you looked at compliance with the FLSA. Was there any other -- was there anything else that you looked at?

A I don't think so.

Q When you refer to the TEC, what does the TEC consist of?

A The TEC consists of a packet of information from -- that the office receives from ETA. It includes a letter, the determination letter from ETA to the Employer, the 9142, the job order, equipment report, copies of the newspaper advertisements. I think that's all.

Q Did you come to a conclusion at the end of your investigation?

A Yes.

Q Is it a conclusion or a determination?

A Determination.

Q Okay. And then I want to talk about from the beginning of the case, going on forward to your determination. What was the first thing that you did upon case assignment of the Butler Amusements and Michael Brajevich?

A I reviewed the -- the reg's, our internal guidance on H-2B. I looked at the information from ETA. I looked up the company on the Internet.

Q Why did you look up the company on the Internet?

A So I could learn more about the company, about the organization of the company, how big it was, how many employees they might have, where they were.

Q What was the first thing that you did to start your investigation after your review of the things you just testified to?

A The reg's. I sent a letter to the Employer.

Q Okay. And you've got three booklets in front of you. I'm going to refer to the Administrator's book. It is in green. Those are the Administrator's Exhibits.

And the other are the Respondent's Exhibits, and I may be referring to those 26 exhibits in a binder. We looked at that this morning.

Calling your attention to Exhibit A of the Administrator's Exhibits, and the Administrator's Exhibits

are numbered within each exhibit, A-1, A-2, A-3, these pages. Then all pages are numbered consecutively, also, going through this whole document.

Do you recognize this document in Exhibit A?

A Yes.

Q What is it?

A The appointment letter.

Q Is this the one that you just testified to that you sent out?

A Yes.

Q Is -- is this letter significant in your investigation?

A Yes.

Q Why?

A It is the first contact with the Employer. It alerts them that we are going to be conducting an investigation. And it is also the first written request for records that the Employer would have received.

Q Did you receive records from the Employer as a result of this letter?

A Yes.

Q What happened after you sent out this letter, and you received records -- records in response?

A I met with the Employer's representative, and their attorney.

Q Who did you meet with?

A Mr. Pierce and -- I forget the gentleman's name.

MR. PIERCE: Tom Shobaken.

THE WITNESS: Yes. Thank you.

BY MS. GORMAN:

Q Did you meet with them in person, or over the phone?

A In person. We met at their office in Beaverton.

JUDGE CLARK: And I'm sorry, I missed who you said the representative was.

THE WITNESS: Mr. Pierce?

JUDGE CLARK: I'm sorry, the second person, the second name.

THE WITNESS: Shobaken.

MR. PIERCE: S-h-o-b-a-k-e-n.

JUDGE CLARK: Thank you.

BY MS. GORMAN:

Q What happened after the meeting with Mr. Shobaken and Mr. Pierce?

A I -- I'm not sure if I received the records prior to the meeting or after. But at some point in there, I received the records.

And then we planned to do an on-site visit to the fair where we would conduct interviews and a tour.

Q And did you do that --

A Yes.

Q -- on site? When was the on-site? When was the on-side visit to the Employer's location?

A I believe it was April 23rd.

Q Okay. And that was in Santa Barbara?

A Yes, so 23rd or 24th.

JUDGE CLARK: Of 2013?

THE WITNESS: Yes.

BY MS. GORMAN:

Q Okay. So, so far in your investigation, we've got your records review -- first, your case assignment, your records review of the TEC and other compliance documents, your sending out of the appointment letter, which is Exhibit A, the meeting with Mr. Pierce and Mr. Shobaken, the on-site visit.

You mentioned a tour. Were you given -- were you, you being the Wage and Hour Division, given a tour of the area when you got on site to the fair in Santa Barbara?

A Yes, they showed us around.

Q Who? Who -- who showed you around?

A I was shown around by the supervisor, Antonio. And I also wanted to point out that I did advise Mr. Pierce's office. I called them on the Friday prior to our site visit, letting them know that we were going to be there.

Q And who? You said we. Who was with you? Was

anybody else with you on site?

A Yes.

Q Okay. Who else was with you?

A There were four or five other Wage Hour investigators and the regional immigration coordinator, Mr. Huaracha.

Q After the on-site interviews, did you -- what next did you do in your investigation?

A The night after our first on-site, so that was the night of the 23rd, I reviewed all of the interviews taken by my colleagues. Then we went out the next day and got more interviews.

Q Okay. And what did you -- what was the next step in your investigation after that next day, that second day of gathering interviews?

A Went back to Portland and reviewed records.

Q And what did you do next?

A Reviewed the records to determine if there was any kind of violation.

Q And you said -- you testified that you came up with a determination.

A Yes.

Q Correct?

A We did, citing one violation.

Q Okay. You testified earlier that you reviewed the

TEC. Why is it that you reviewed the TEC? For what purpose?

A The TEC is a document that the Employer signs, that they're agreeing to certain terms and conditions, and that is what we use to determine whether they are in compliance.

Q I'm going to call your attention to the Administrator's Exhibit C, as in cat. Do you recognize this document?

A Yes.

Q What is it?

A It's the 9142.

Q And so you refer to this document as the TEC, and all the other associated documents with it as the TEC?

A Correct.

Q Okay. And you just testified that this document includes the Employer's promises. I'm going to call your attention to total page number 15 and 16.

A Yes.

Q And are those the attestations that you just testified to?

A Yes.

Q And it says it's Part B Employer Declaration or Declarations. Or, is it just Declaration? Sorry, it's singular.

A Yeah.

Q Out in the middle of the page at 15 and going on to

about the middle of the page of 16. Correct?

A Yes.

Q Okay. Other than the attestations that are included in the TEC, are there any other records that you reviewed, which set forth the Employer's obligations for the H-2B program, as the Department of Labor enforces it?

A No.

Q Are you familiar with the ETA determination letter?

A Yes.

Q Okay. And I'm going to call your attention to Exhibit B of the Administrator's Exhibits. And there are -- there are two different determination letters here going from total page three to total page seven. Did you review both of these documents?

A Yes.

Q And do these documents have any significance -- significance for your investigation?

A Yes, they're part of the TEC, and they advise the Employer of their obligation.

Q Is it your position that the Employer -- that the obligations that the ETA determination letter sets forth are also obligations that the Employer must comply with?

A Yes.

Q And you also testified that you reviewed -- that you reviewed records that you received from the Employer?

A Yes.

Q Okay. And I'm not going to go through every single one of them. But I just want to get a sense as to what you received and what you reviewed.

Calling your attention to Exhibit E of the Administrator's Exhibits -- oh, yeah -- was that a document that you received from the Employer?

A Yes.

Q Did you review this document during your investigation?

A Yes.

Q Was this document helpful to you during the investigation?

A Yes.

Q Okay. I think that -- okay. Calling your attention to Exhibit G, as in girl, did you receive this document from the Employer?

A Yes.

Q Did you review it during your investigation?

A Yes.

Q And was it helpful to your determination?

A Yes.

Q Okay. And actually, I'm going to go back to Exhibit E for just a minute, and close the circle on this one. Why was Exhibit E helpful to you during your

determination?

A E tells me the name of the employee, and what they were paid.

Q Okay. I know that I redacted some information in E that I didn't need to redact. I'm just trying to get the Respondent's Exhibit, which does not include that redacted information. Just give me one moment, please. Oh, okay, that's it.

And I will ask you to go to Exhibit 26 of the Respondent's trial Exhibits, and page 1035.

A Yes.

Q Okay. The Administrator's Exhibit E has redacted two entire columns. And there was -- there was no PII information that was redacted from those two columns that is reflected in the Employer's Exhibit 26 at page 1035. Do you see that information?

A Yes.

Q Did you consider that information during your investigation?

A Yes.

Q Was it -- was it helpful or significant to you?

A Yes.

Q Why?

A This shows that there were individuals under the SSN column that are indicated as drivers.

Q Why was that significant?

A Because they were -- these are the individuals that other information also -- were also indicated were performing semi-truck driver duties, instead of the recreation and amusement attendant duties.

Q And you are looking at Exhibit -- did you use the information in either Exhibit E or the Respondent's Exhibit 26 that starts on page 1035, did you use it for any other purpose, other than what you just testified to?

A Well, like I said before, it also shows the pay rate of the individuals. So some of them are classified here as drivers.

And also, it tells me that there are some individuals that are paid a significant amount more than others.

Q And then, calling your attention to Exhibit G, what information in that exhibit did you find -- or, did you use for your investigation?

A G, page 205 also indicates the job title of shop, and it has listed the names of two different H-2B employees, which other information in my case file also indicated were workers performing full-time shop duties, and not ride attendant duties.

That next page, G4, 206 lists management, including two H-2B employees, Antonio Mendez, who I indicated earlier

showed me around the fair, and Omar Lopez, who both of them, in conjunction with other information in the case file, led us to the conclusion that they were performing supervisory duties, instead of recreation and amusement attendant.

Q Calling your attention to Exhibit H of the Administrator's Exhibits, did you receive this? This is just a few pages of, I believe many documents that you received. Correct?

A Yes.

Q Okay. And did you consider these documents during your investigation?

A Yes.

Q Okay. Why were they -- why were they important or significant? Or, what did you consider with regard to them?

A It does tell me how much people were paid, draws and the net payment.

Q The draws and the net? I'm at Exhibit H.

A Yes, on some of them -- so I'm looking at those three little papers that are copied on this page. So the middle on the bottom, it shows the pay, draw and the net.

Q Oh, I see. I see. In the top right on each of the small slips?

A Yes.

Q Okay. Or, what I assume are small slips, and they are multiple on this page. So other than the draws and the

net, did you use this document? This is a sample of the documents that you received. Right?

A Yes.

Q Okay. So you received many, many more than just these four or five pages?

A Correct.

Q Other than the draw and the nets, did you credit the documents, these types of documents with any other information?

A Not really. It's difficult to get a lot of information from these. You can see the next paper to the right of the one that I just talked about, in the middle bottom of the page, there's no way to tell who that employee is. It's cut off.

It appears to be signatures. There's dates and times, and significant breaks. So I looked at all of that. It wasn't was extremely helpful.

Q Did you credit these documents? Did you receive -- pardon me. Did you credit these documents as credible documents for the information that they reflected?

A No.

Q Did you ever receive any source documentation for these -- for these summaries that appear here?

A No.

Q In other investigations, have you received time

cards with typed information for times in and times out? Is that something common that you have seen as either a Wage Hour investigator or an Assistant District Director?

A It's not common, but I have seen it.

Q And has it either always been credible, or always been incredible in your mind? I mean does the fact that it's typed have any bearing on the credibility of the document?

A Yes, I would give much more credit to something that was more contemporaneous, handwritten, perhaps, or an actual time card.

Q Why?

A It shows interaction with the document that a worker would have, instead of just someone sitting in front of a computer typing in times.

Q So the information in the document at Exhibit H that you credited was the -- you credited the pay information. Correct?

A Yes.

Q The draw information --

A Yes.

Q -- in the top right in each of the forms. The name of the employees, where you could glean it?

A Yes.

Q And any other information?

A No.

Q How many employees were interviewed by the Wage and Hour Division for this case?

A Around 30.

Q And I'll call your attention to the documents in Exhibit F, as in Frank. Are you familiar with those pages of documents?

A Yes.

Q Did you create it?

A I did.

Q And what -- what -- what does the document show?

A It lists a summary of the interviews -- not a summary. It lists the first name, last name, job title, and the exhibit number from my case file of the interviews.

Q How many of these interviews did you -- did you take personally, just approximately?

A I believe I took five interviews.

Q And the remaining interviews were taken by your Wage and Hour colleagues?

A Correct.

Q And did you -- do you speak, and/or read and write Spanish, Ms. Aguilar?

A Yes.

Q And for the five interviews that you took, were they -- in which language were they taken?

A English and Spanish. I might have taken more

interviews because I interviewed all of the folks, applicants that were by phone.

Q So they are not all employee interviews?

A That's correct.

Q So under the job title, I see one, two, three, four applicants?

A Yes.

Q And why would you take applicant interviews?

A To test the validity of the recruitment report, to ask if people were offered the job, if they wanted the job.

Q And these would be non H-2B workers?

A Correct.

Q Okay. So I generally call them domestic workers.

A Okay.

Q Is that a reasonable term?

A Sure.

Q Okay. I mean just because they are domestic to the United States, and they haven't crossed the border to find a job.

A Correct.

Q And you testified that you do it to test the information in the recruitment report. What does that mean?

A The Employer has an obligation to hire U.S. workers, qualified U.S. workers before they are hiring H-2B workers.

So part of the recruitment report is a list of U.S. workers or domestic workers who applied for the job, and were not hired. Or, they may have been hired. They have different categories on their report.

So part of what we do in the investigation is call the applicants, ask them, "Did you apply, how did you apply, what did they tell you, were you hired, why were you not hired, did you want the job if you did get it," that kind of thing.

Q Did you determine that any of the applicants that were interviewed for this case would have taken the job for a recreation and amusement attendant position?

A I don't remember off hand. I do know that we didn't have any violations with regard to recruitment. So there were no discernible issues there.

Q Did you ask any of the applicants, or did any of your colleagues ask any of the applicants whether they would accept a job in a position, other than recreation and amusement attendant?

A I did the applicant interviews, and I don't believe that was part of my questions.

Q Is it common in wage hour investigations, to have more than one person taking interviews?

A It's not uncommon for larger cases.

Q Does -- does this case constitute a larger case?

A Yes.

Q Why?

A The number of employees.

Q The total number of employees?

A That's correct.

Q Okay. Does it affect the investigation, depending on who is taking the interviews?

A As the lead investigator, it was my responsibility to review the interviews taken by my colleagues, and determine if follow-up questions had to be asked, or additional interviews had to be taken. So I don't think it affected the overall case.

Q Okay. I'd like to talk about the information that you got from the interviews. Did -- did -- did your review of -- did the interviews that you took yourself, as well as your review of the interviews that your colleagues took, did that provide you with information that you included in your overall determination as to whether this Employer was in compliance with the H-2B statutes?

A Yes.

Q Okay. Let's talk about that information. What information did you get from the employee interviews?

A The employees themselves described working full time in occupations, other than ride attendant.

Employees cross referenced other employees who were

working outside of the ride attendant classification, saying, "Antonio is my supervisor, Omar is my supervisor," and tells them what to do.

"I work as a semi-truck driver all the time." The general manager, things in his statement, "I have two full-time H-2B's working in the parts shop."

Marilu is an H-2B, also. I understand she is not part of the case anymore.

But the supervisor, the general manager said that Antonio was his left hand man. He talked about the lack of reliability of the time records.

Q And how did they talk about the lack of reliability of the time records? What did they say with regard to that?

A Varying things: "I don't have a time sheet. Sometimes I fill out time records. We used to have a time sheet. Now we don't. They say our time starts an hour before the fair. My supervisor told me when to show up. I don't know about time records."

Q So did you ever determine that some employees for Butler had time records, were the ones saying, "I don't have a time sheet. I never filled this out."

A Yes.

Q Okay. You mentioned, I believe that you took the interview of a management individual named Kurt Vomburg?

A That's correct.

Q Okay. And I'll call your attention to Exhibit F at page F-137. You don't see it? Oh, I'm sorry. It's total page 201.

A Okay. This is in Spanish. Tell me the page number again?

Q Total page 201.

A There we go.

Q Okay. They are both numbered within the exhibit, and also consecutively. So I did both, because I want the judge to be happy. So this is the interview that you took of Mr. Vomburg?

A These are notes from a conversation I had with Mr. Vomburg.

Q So you mentioned that Mr. Vomburg -- I believe that you just testified that Mr. Vomburg said that two employees were full time working in non RAA positions. And I would ask you where that information is on this interview?

A Okay So a few references in the first paragraph, the fourth line, the end of that line says, "My left hand, I guess would be Antonio Mendez. He's been coming back for 12 years. He is in charge, and is a spectacular supervisor."

The next line, "The supervisor in charge of Kiddie Land is Billie Truax. Under him is Omar Lopez. Omar is H-2B, and so is Antonio."

And it continues to CDL truck drivers just driving

tractor/trailers, they don't operate the rides. Some of the truck drivers are H-2B workers.

Marilu is in the office. She doesn't provide inspection paperwork. She is an H-2B worker, too.

Q Okay. Good.

A So that is different than the two H-2B workers in the shop, which is the last two lines of this page. "We have a shop here on site that travels with us. They do repair and welding. All the employees in the shop are H-2B workers."

Q So let's start at the beginning for the first reference, what you just testified to regarding Mr. Mendez. Why is what Mr. Vomburg said -- is what Mr. Vomburg said in the notes that you have, is that a problem for the H-2B program with regard to Mr. Mendez?

A Yes, he's not working as an amusement ride attendant. He is a supervisor.

Q And did you determine that Mr. Mendez is a supervisor?

A Yes.

Q And with regard to Mr. Lopez, the second individual that you just referenced?

A The same, he was working as a supervisor, not as a recreation and amusement attendant.

Q And then further on in that same paragraph, where Mr. Vomburg references all the truck drivers, why is that

significant for your investigation?

A Driving a semi truck is very different from being an amusement ride attendant. And that was not -- semi-truck driver was not on the TEC.

Q Okay. And the last reference that you indicated was the last line on the page, or the last paragraph on the page. The shop workers, why -- why is that significant here?

A They are not performing ride attendant duties.

Q I want to go back to the TEC. I probably did not ask you about this. Calling your attention to Exhibit C, as in cat, please, the first page of this document that you testified to is the 9142, which is part of the TEC.

In the B, section B, temporary need information, in number three, it says that it's the SOC occupation title. Do you see that?

A Yes.

Q What did that -- what did that mean? Why is that significant?

A This is the job classification for which they are requesting workers.

Q And how many workers was this Employer requesting?

A Two hundred and forty-six.

Q And you see that in section seven of this document?

A That's correct.

Q And in number two, there is a SOC -- is that a SOC

code? If I refer to it as SOC code, is that correct?

A Yes.

Q In box number two of section B, do you know what that stands for, the 393091?

A It's the code associated with amusement and recreation attendant.

Q And was that part of the documents that you reviewed prior to -- at the beginning of your investigation in this case?

A Yes.

Q You reviewed the SOC code?

A Yes.

Q And what does that mean? Why do you review the SOC code?

A Because there are job duties associated with that, and that would inform the types of questions I would want to ask, and I would advise my colleagues to ask, if the employees were indeed, performing those job duties.

Q And then in number four, the TEC says that all of these amusement and recreation attendant jobs are full-time jobs. Correct?

A Yes.

Q Okay. All right, thank you. Other than the documents that you received from the Employer -- oh, actually, no. I'm sorry.

I want to ask you about something else. Pardon me.

I'm going to reference the Respondent's Exhibit 26 again, and various pages in here. I'm going to start or begin, and I want to call your attention to page 120, please.

JUDGE CLARK: Are you there?

THE WITNESS: Yes.

BY MS. GORMAN:

Q Was this document a document that you received from Louis Wandiss during your investigation, Ms. Aguilar?

A I believe so.

Q And did you consider this document for the determination that you made for your investigation?

A Yes.

Q What information did you use from this document? Oh, let's see. First, can you describe what this document is, what you took it to be?

A So this is a summary of the job, provides the job they were performing, their base pay, and different deductions, net pay.

Q Are you aware that this Employer has a ride called The Driver?

A No.

Q What -- what -- what -- when we see driver in the ride column, how do you interpret that information?

A As a semi-truck driver.

Q That the employee was performing semi-truck driver duties?

A Um-hum. Yes.

Q And then there's a date up here, it looks like. It's kind of at an angle with what I believe is the location for this summary. Do you see that?

A Yes.

Q Okay. Did you credit that date information?

A Yes.

Q Okay. So we were going through the information that you -- that you got from this document that you used for your determination.

And you said that in the ride column where it indicates driver, you used that information?

A Correct.

Q And is there any other column or other type of information that you -- that you also accredited from this document for your determination?

A The pay.

Q Why the pay?

A I believe the pay listed here is what the employees received.

Q Okay. And why? Why is that an issue in your investigation?

A The employees that are -- that were misclassified,

working outside of a classification were paid more than the other, the ride attendant.

The majority of the employees, if you'll look down the column, you'll see a lot of folks paid in the 300 to 400 range.

The employees that are -- that were misclassified were paid more than that. And so in computing the back wages, I gave the Employer credit for the higher salaries they were paid.

Q I see. Okay. Let me just see if I can understand what you're saying. Where an H-2B worker was -- where you determined that a H-2B worker was misclassified, when you went to the back wage reconstruction to determine how much that employee was due, you used this higher rate of pay as what they had already received, so they wouldn't have like a double recovery?

A Right.

Q Okay. Did I say that right in terms of what you did?

A Right.

Q Is there anything else that you'd like to add?

A No.

Q So other than using this information for the amount that an employee was -- do you remember off the top -- sorry. I'm interrupting myself. Pardon.

Do you remember the amount that this Employer said that they would pay all recreation and amusement attendants from the TEC? It's in Exhibit C.

A Yeah, I have it opened.

Q Okay.

A The basic rate of pay offered listed on the TEC is 323.60 to 368.40 per week.

Q And where do you see that?

A It's page 12, C-5.

Q So then anything above 368.40, this Employer would be paying more than what they were -- they were -- they applied to their workers.

MR. PIERCE: Objection, Your Honor. I would object to the relevance of this. There is no allegation regarding pay rate in this case.

The only violation that we are here for is whether or not they were acting in the job code or not.

What they were paying is not a part of any allegation.

JUDGE CLARK: Ms. Gorman, would you care to be heard?

MS. GORMAN: Yes. I think what they were paid goes directly to the remedies that the Administrator seeks here for the back wages.

JUDGE CLARK: The objection is overruled.

BY MS. GORMAN:

Q Okay. So you used the information in the ride column that we just talked about for the driver. Were there any non-RAA jobs, other than driver, in this document that you considered?

A This particular document, no.

Q Okay. So when I see people listed as office -- I'll take some specific examples to make sure here. I see maybe the sixth or seventh employee down, Jessie Bogue, B-o-g-u-e. Do you see that?

JUDGE CLARK: On Exhibit 26, page 120?

MS. GORMAN: Yes.

THE WITNESS: I don't see.

JUDGE CLARK: May I see your page? No, that's the same page that she's looking at.

THE WITNESS: Okay, got you, thank you.

MS. GORMAN: Thank you, Your Honor.

BY MS. GORMAN:

Q Okay. Do you see Jessie Bogue?

A I see it, yes.

Q And I see that Jessie Bogue says office and then $300.00?

A Right.

Q But Mr. or Ms Bogue was not an H-2B employee. Correct?

A Right.

Q Okay.

A So what I would do is take a look at this. And if the employee was office, I would look at that and see Jessie Bogue and then compare it to a list of H-2B employees.

And if they are not an H-2B employee, it doesn't matter. They can hire or they can employ them in any capacity they want. They're a U.S. worker.

Q Okay. And so the only H-2B workers listed on this document then that don't have a ride associated with them, were drivers -- were drivers. I think you just said driver. And I don't think I see any shop for H-2B workers?

A Yeah, and I would have to check the names of the drivers on this particular page. But there's lots of other pages that are very similar to this that do have the driver and the H-2B worker name.

And there's other pages similar to this for other weeks or other locations that have the names of the individuals working in the shop, Marilu in the office, and the supervisors or managers, Antonio and Omar.

Q Okay. I just want to take a look at a few more, just to make sure that we've got this. The Respondent's Exhibit 26, page 279?

A Yes.

Q And was this a document -- you're on page 279?

A Yes.

Q Was this a document that you received during your investigation, Ms. Aguilar?

A Yes.

Q And did you consider this document for your final determination, as part of your final determination?

A Yes.

Q Okay. And I'm going to take your previous testimony that what you relied on, because this is the same type of document, albeit for looks like a different location or a different date period than the one that we were just looking at, in the ride column, I see the designation for driver for the first person is Randall Ackerman. But that's not an H-2B worker. Right?

A Correct. I don't believe I see any drivers who are also H-2B workers on this particular document.

Q Okay. So I see driver supervisor Salvador Garcia. Do you see that?

A Yes.

Q I think that's more than halfway down. Did you determine whether Mr. Garcia was an H-2B worker?

A I don't remember.

Q Okay. But when you received this document, you would have double checked the information that you received on the document with your list of H-2B workers?

A Absolutely.

Q Okay. And I'm just, I'm curious about this. The highest paid person on this document is about four or five from the bottom. And it is Horje Aguilar Penya. Do you see that?

A Yes.

Q And he's got the ride, Shrek listed for him?

A Yes.

Q And the pay of $500.00 a week, which is, as I said, the highest paid individual on the list for actually both sheets. Do you know why that is?

A No.

Q Did you determine whether or not Mr. Penya was an H-2B worker?

A I don't remember.

Q And page 370 of Exhibit 26, did you receive this document during your investigation?

A Yes.

Q And this document does not appear to have lots of last names.

JUDGE CLARK: Mine has last names, part of it does, I guess. Some do. Some don't.

MS. GORMAN: Right. Okay.

BY MS. GORMAN:

Q And did you -- so you were just testifying in

detail about the same kind of format of documents. Did you use this document in the same way that you testified previously when we were looking at this form of document?

A Yes.

Q So for the name of the ride, where it doesn't say the name of the ride, whether or not that person was an H-2B worker, and whether they were perhaps a misclassified H-2B worker?

A That's correct.

Q Okay. And then, also for the pay, for your reconstruction of back wages, how much, to credit the Employer with already having paid that particular employee?

A Yes.

Q Okay. And anything else on this document?

A No.

Q Okay. I see for the columns -- we didn't talk about this. But you were mentioning, when we were looking at a previous document, the draws for employees. Do you see that column?

A Here, yes.

Q Did that go into your determination of a violation here?

A No.

Q And then the next column here is uniforms. Did you consider -- do you know what uniforms means on this document?

A I believe it means when an employee was charged for a replacement uniform, yes.

Q Okay. What is your understanding of why employees have to pay for a uniform?

A I understand that employees were given one shirt. And any additional shirts they would have to wear as part of their uniform, they were required to buy.

JUDGE CLARK: Ms. Aguilar, would you pull that microphone down just a little bit? I think it's amplifying just a little too much.

BY MS. GORMAN:

Q Is there any other information, other than the information we just talked about that you received from these summary sheets that we haven't already talked about?

A I don't believe so.

Q Okay. There are many, many of these summary sheets in the documents that you received from the Employer. Correct?

A Yes.

Q Okay. And I can identify them here, but I don't think that we need to do that now, unless you received some information different from them than what we've already talked about.

A No.

Q Okay. Thank you. Other than the documents that

you received from the Employer, the documents that you reviewed from the Employer's application to voluntarily participate in the H-2B program, the interviews that you took, the interviews that you reviewed that your colleagues took, was there anything else that you considered before making a determination about this Employer's compliance with the H-2B program?

A The only additional thing would be the information that we got on the tour on site, personal observations.

Q What kind of information did you gather from personal observation that you used for your determination?

A Well, I determined that, for example, Marilu was misclassified. I conducted her interview in an office where she was surrounded by notebooks of information that she had compiled, and that was her primary duty.

So that, in addition to what she told me, I was looking at where she was working.

I also observed the shop that the two H-2B workers were working out of. It was an enclosed area, parts and grease, you know, like a repair shop where they had indicated they were working all day.

We saw the semi-trucks coming. I didn't interview the driver, but my colleagues did. They looked at the semi-truck. They told me it was a semi-truck.

I saw, as I was being led around on the tour by

Antonio, it was very typical of other tours I had received in other places of business, and a supervisor would take me around and tell me this is this person and, you know, act as a person of authority. I also relied on that.

Q Okay. So other than the things that I just mentioned, as well as your personal observations, was there any other source of information that you relied on for your determination at the conclusion of your investigation?

A I don't think so.

Q And what was your determination?

A That there were -- employees were misclassified --

Q Okay.

A -- and were paid incorrectly.

Q And why do you say that they -- is it that they were paid less than what was listed in the TEC?

A No.

Q Why do you make that conclusion?

A Because they were paid well over. The maximum amount here is 368.40. However, if an Employer does things properly, and wants to recruit a semi-truck driver, for example, they would be issued a wage rate. And it's associated with a SOC code, and it tells you what the mean H-2B rate is, if you look it up. It's available publicly. And it's well over the amount that they were paid, and that's why they were due back wages.

Q And so, you took the amount that they should have received for the job that they were performing, deducted the amount that they received, and then concluded that they were due the remainder?

A That's correct. That happens a lot in wage hour investigations.

Q The misclassification?

A Misclassification, yes. So it's something that we do a lot.

Q Okay. And have you seen it before in H-2B cases?

A Yes.

Q Have you seen it -- was it like this that you've seen it before? Or, was it structured a little differently?

A It was a different industry. But it was someone who was performing duties that were outside of the duties that were on the TEC, and/or that should have been paid at a higher rate.

Q And so what job positions did you determine that employees were performing outside of the recreation and amusement attendant jobs?

A Semi-truck drivers, supervisor and shop, shop mechanics.

Q And did you determine remedies for these violations?

A Yes.

Q And I'll call your attention, please, to Exhibit I of the Administrator's Exhibits. Do you recognize this exhibit?

A Yes.

Q What is it, Ms. Aguilar?

A Back wage computations.

Q Who created this document?

A I did.

Q Okay. I'd like to go through it. In the WWE column, the first column, what does that stand for?

A Work Week Ending.

Q Okay. And it looks like we've got a period of time roughly from the beginning of February to -- or, from work week ending February 9th to April 20th. Is that consistent for all these employees?

A No.

Q Okay. Why not?

A The last person listed on page 213 was Avon Ortega. His work week ending is 2/16, not 2/9.

Q Why?

A Because I received from the Employer information about when the workers crossed the border. And he came over later.

Q So you started the work week for the period that the employee was actually on the ground, willing and able to

work as an H-2B worker?

A Working outside of their classification, yes, absolutely.

Q Okay. Okay, yeah, fair enough. Okay. So next is the employee name. That's fairly self-explanatory. And then the Job Performed, I see that on the first page, we've got the three drivers, the next page, one driver, two supervisors. And then, the last page, two shop workers?

A Yes.

Q And that is the -- what you just testified to, the jobs that these employees were actually performing that were outside the recreation and amusement attendant job?

A That's correct.

Q And the location, why do you have location in here? Where did you get that information from?

A Okay. The location is based on the itinerary that is listed in the TEC signed by the Employer. It matters because the rate of pay varies based on the locality.

Q Do you determine that rate of pay based on locality?

A No.

Q Where does it come from, that information?

A I pulled it from an FLC data center website.

Q So I want to call your attention, please, to the Administrator's Exhibit C, as in cat, page number Exhibit C-

13, which is overall, page 20.

A Yes.

Q Okay. Is this the itinerary that you just testified to that has the list of locations?

A Yes.

Q And is it your understanding that this document is created by the Employer? Correct?

A It's part of the TEC.

Q Okay. And you see the letterhead up at the top?

A Yes.

Q Okay. And it says Butler Amusements and it's got a corporate office address, okay. And so this is where you got the information for the different locations?

A That's correct.

Q Okay, thank you. Going back to Exhibit I, so you just testified that all -- that the rate of pay changes by location.

And yet, for the wage rate, I see that it remains the same for all the locations. Can you explain that?

A I used an average.

Q Okay. So still in Exhibit I, I'll call your attention to -- I apologize for the numbering on this, but I wanted it to be oriented the same -- page 216. The number is in the top left. That's my mistake. Two one six, are you at the top of it?

A Yes.

Q Yes, okay. And what -- did you create this document?

A Yes.

Q What is it?

A It is a summary of the different locality pays for the different locations for 2013.

Q So down at page 217, I see that in bold, there is an average wage rate for each of the -- each of the four. We're really only concerned with three of them here now, but each of the four different job positions?

A Correct.

Q And that is the average that you used that is reflected on page 213?

A Yes.

Q Okay.

JUDGE CLARK: Ms. Gorman, just one question: On page 213, the first page of Exhibit I, one of the columns is total PWR. The PWR stands for?

THE WITNESS: Prevailing wage rate.

JUDGE CLARK: Thank you.

MR. PIERCE: May I have just a moment? Counsel, I can't find the page she's referencing.

JUDGE CLARK: Okay. We'll go off the record briefly.

(Off the record.)

JUDGE CLARK: Back on the record.

BY MS. GORMAN:

Q So we were going through the document in Exhibit 213, Ms. Aguilar?

A Yes.

Q Okay. And we just talked about the wage rate and where you came up with that. So that is going to vary based on the different job positions. Correct, job titles?

A Yes.

Q So for drivers, I see that average rate is 19.84. But for a supervisor, it's $20.06?

A Correct.

Q Okay. And so those averages reflected on pages 216 and 217 is kind of your math of how you got -- came up with the average?

A Yes.

Q And then Weekly Rate Paid, do you see that column?

A Yes.

Q And is that the information that you took from the Employer's documents that we were just going over with a relatively fine-tooth comb, right, in terms of what the Employer had already paid the workers?

A Correct.

Q And did that weekly rate, did it ever vary for any

of these time periods? I mean, it looks like it's all the same?

A Yes.

Q Okay. Did you take that from individual documents of the time period? Or, did you average that out? Or, did you just use the same rate? How did you come up with that amount in the Weekly Rate Paid?

A I don't remember if any of them had a change. I would hope it would be reflected here. But I honestly don't remember.

Q Fair enough. And Total PWR Due, that PWR stands for?

A Prevailing wage rate.

Q And what is that? How do you come up with that, the dollars in that column?

A That prevailing wage rate is associated with the SOC code. So the SOC code for driver has a prevailing wage rate associated with it that I got from the FLC data center. And this total is that hourly H-2B rate times 40.

Q Why did you use 40?

A Forty is what is listed on the TEC.

Q And those are hours worked a week?

A That is what the Employer has certified that they are going to employ the H-2B workers.

Q Okay. I'm going to call your attention to the

documents in Exhibit J. Do you recognize these documents?

A Yes, that list is a print out from the FLC data center.

Q Did you print these out?

A Yes.

Q So you indicated that the total PWR or the total prevailing wage rate due for a driver for this period of time was 793.60. Right?

A Yes.

Q And so I'm looking at the document overall, page 219 at Exhibit J.

A Yes.

Q And I see in the last bolded column up at the top, Mean Wage for an H-2B Worker at 21.32 an hour, 44,346 a year. Correct?

A Yes.

Q And if you -- did you take that wage rate and then divide it appropriately to come up with the hourly rate that we see in the total PWR?

A That's correct. This rate makes up part of the amounts that I averaged to get to the 19 whatever that I used.

Q I see. So you just used an average of the PWR for each of the different locations for each of the different jobs?

A Correct.

Q Okay. Can an Employer use an average like that for the jobs that he is performing -- that he is having his H-2B workers perform?

A No.

Q Why?

A They need to pay based on the locality of where they are at the time. What I did was reconstruction.

Q Why is it okay for Wage and Hour to do it with the averages, but an Employer can not?

A I don't have access to their records. And this is to remedy the violations that occurred. This is part of our process that we do in all types of cases, take averages based on the best information that we have.

Q So this FLC data center data that we're looking at in Exhibit J, that was the source for the information that you contained, that you reflected in the total PWR Due column of Exhibit I. Correct?

A Yes.

Q Sorry, that was a little confusing. And then the Total Due column, how did you -- is that just match to come up with that total, too?

A Correct. It was what was due, minus what was paid.

Q Okay. And the HW times WW column, what do those letters stand for?

A Hours worked for work week, so it was it was 40.

Q And did you have information that employees were working either less or more than 40 hours a week?

A I didn't have a lot of information to determine the exact number of hours worked per work week.

Q So before, when we were looking at the documents with the little slips of paper, which was Exhibit H, yes, Exhibit H, at least for these first few pages that I included here as a sample, and with Exhibit 26 of the Respondent's Exhibits, I don't see any that say 40 hours a week.

I'm looking at page number 207. There's no 40. I'm looking at page 218. Some of them, the information is not reflected, but I don't see any that say 40, the same thing with page 209, page 210, I think all, as well as the next page, 211 and 212. None of them say 40 hours.

Do you -- do you -- do you know why?

A I don't know why they don't say 40 hours.

Q Okay. But yet, you used 40 hours?

A Yes.

Q Did you credit -- so going back to Exhibit H, did you credit the information for the total number of hours worked as reliable in Exhibit H?

A No.

Q And why not?

A That doesn't correspond with the information that I

received in interviews. And these records, on their face, don't look reliable to me.

Q Why?

A They're reflecting sometimes eight-plus hours a day and breaks. And it doesn't correspond with the information brought to me by the workers.

Q So I just wanted to go by what you just said about the breaks. I'm looking at page number 207, and the summary or the document for Javier Hernandez in the left. Is Mr. Hernandez one of the H-2B employees for whom back wages were calculated?

A No.

Q Okay.

A I don't believe so.

Q Okay. Okay, then we'll look at Mr. Mendez on the same page, kind of the last one on the bottom right. Mr. Antonio Mendez, is he an H-2B worker for whom back wages were calculated?

A Yes, I believe so.

Q Okay. So looking at the information for Friday, April 19th, 2013. And this document says that Mr. Mendez started work at 10 a.m., worked until 11 p.m., but looks like he was only compensated for four and a half hours that day. Do you see that?

A Yes.

Q And we've got eight point five of breaks. I don't know if that's eight and a half numbers of breaks, or if that's eight and a half hours of breaks. Do you know? Do you know why that is?

A No.

Q Did you speak with Mr. Mendez?

A Yes.

Q Did he ever tell you that he had a significant amount of breaks during an average day of working?

A No.

Q And go back to Exhibit I, please. We just talked about the HW times WW, the hours worked times work week of 40, and the Total Due for Employee is the last column. And this was -- and tell me how you came up with the total due per employee.

A It adds up on the weekly total due column, come up with a total.

Q So the total due then, is a product of the total due, so 293.60 times -- by 11 work weeks give us a total of 3.229.60?

A That's correct.

Q And that's done for each employee for whom you determined back wages?

A Yes.

Q The period of investigation here from the beginning

of February, you testified that you used the date that employees came in. Why did you want -- why did Wage Hour's investigation only go through April 20th? Or, the work began April 20th?

A Right. Typically when we conduct an investigation, the period of investigation is a look back on the date we go on site or conduct the initial conference two years. So that's why we did it that way.

This one, we just limited to the period of validity of the TEC. So it's typically less than two years. But it did stop on the date of the site visit.

Q But this Employer actually employed all of these employees through the end of the year. Right, or close to the end of the year?

A The TEC certifies them for a period much longer than my period of investigation.

Q And I'm looking at the TEC in Exhibit C, and the dates for which the Employer requested H-2B employees goes from February 1st, 2013 to October 31st, 2013?

A Yes.

Q Could Wage Hour then have calculated back wages for all these employees through the end of the year?

A Yes.

Q Why didn't you?

A It was a management decision to limit the

investigation to that particular period.

Q When you were -- when you were a Wage Hour -- you were a Wage Hour investigator for this investigation, and you were not part of management when this investigation -- when you concluded your investigation. Correct?

A Correct.

Q When did you become an ADD?

A The summer of 2015.

Q Okay. So we just went through the remedies of back wages with Exhibit I. Were there any other remedies that you either determined or recommended as a result of your determination that there were violations of the H-2B program?

A Yes, I recommended a CMP.

Q And what is the process for recommending CMP's?

A I look at the violation. I, in discussion with management, determine whether or not we're going to cite a violation. And then, I include it as a recommendation to my manager as an investigator.

Q I'm going to call your attention to the Employer's Exhibit Number 19, please, and the page number, Exhibit 19, page five. Do you see? Is that a summary of violations and remedy?

A Yes.

Q And what's the -- what's the back wages assessed in the document that you've got? We -- we were changing this

document based on Court rulings. So I just want to make sure you've got the right one.

A It says 26,935.40.

Q Okay. And that's the total amount of back wages that you calculated to these nine employees. Correct?

A No -- wait, yes. Sorry. Yes, it is.

Q That's okay. Thank you. And is this, the document that we're looking at, the summary of violations that you used to determine that CMP's be recommended?

A I don't understand the question.

Q Okay. I'm wondering whether there's another document that you used to -- to reflect your recommendation that CMP's be assessed, or whether it's this document that we're looking at.

A This is the notification to the Employer that the manager is assessing a CMP. As an investigator, I didn't give this to the Employer. I wouldn't have given this to the Employer.

Q As a Wage Hour investigator?

A Correct.

Q Okay. You would have if you were management?

A Right.

Q Okay. Okay. Did you recommend a CMP of $10,000.00?

A I did.

Q Why did you recommend a CMP of $10,000.00?

A Based on the violation.

Q What was it about the violation that -- that warranted a $10,000.00 CMP?

A Well, it was a clear violation of one of the attestations, and the CMP is $10,000.00.

Q Okay. And actually, I don't think we only talked about the specific attestation that you determined that this Employer violated. Calling your attention to Exhibit C, which is the TEC --

A Yes.

Q Okay. We were talking about the attestations at C-8 and C-9, pages 15 and 16. Okay. Which attestation did you determine that this Employer violated?

A Thirteen.

Q Okay, 13 is on page 16. Correct?

A Yes.

Q Okay. And can you read what attestation 13 says?

A The base of temporary need, the reasons for temporary need, and number of worker positions being requested for certification have been truly and accurately stated on the application.

Q What part of that attestation did this Employer violate?

A The worker positions being not the number of

workers, but the reasons for temporary need doesn't include semi-truck drivers, supervisors, added shop workers.

Q I see. So the reason itself was -- did not correspond with what you -- your findings during your investigation?

A Correct.

Q Okay. Anything else in terms of the attestations?

A Well, it's not accurately stated on the application that they needed the recreation and amusement attendants, that number, because they didn't put them all in it.

Q I see. So they requested 246 recreation amusement attendants. But they didn't actually employ 246 recreation amusement attendants, because some employees were employed in different jobs?

A That's correct.

Q I see. Okay, did I get that right?

A Yes.

Q Okay. Anything else with regard to attestation 13 and this Employer's violation of it?

A I don't think so.

Q Okay. Did you formally advise the Respondents of your findings?

A Yes.

Q And what was the vehicle that you used for that advice?

A I had a phone conference with Mr. Pierce discussing the findings when I submitted my file to my -- before I submitted my file to my manager discussing that I found this classification, and that there were back wages, too.

Q And calling your attention to the Respondent's Exhibit 19 --

A Yes.

Q -- are you there?

A Yes.

Q Do you recognize that document?

A Yes.

Q And what is that document?

A This is the determination letter.

Q Is this the Wage and Hour Division's formal notification to the Employer of the violations found, and the remedies to cure those violations?

A Yes. And this discusses not only back wages, but the CMP's.

Q I think we only have one copy of this document in this case. But I'm aware that this is actually the second determination letter that was issued to this Respondent. Is that your understanding, as well?

A Yes.

Q Why is that? I mean, there was a first one that was issued prior to February 6th. Is that correct?

A Yes. It was close in time before February 6th. And it was sent to the address that we had on file for Butler Amusements, and it was returned to our office.

Q So what did you do in your office to issue this one?

A We rescinded the letter, and sent this one.

Q Was there any reason for the rescission, other than the fact that the address to the Employer was wrong?

A No.

Q That was the only reason?

A That was the only reason.

Q And that was about a week or two before the February 6th date?

A About a week, I believe, yes.

Q Okay. When you interviewed employees in this case, did any of them express reservations to you about talking to you or talking to Wage Hour?

A No, not particularly.

Q Did anyone seem particularly nervous?

A No.

Q Did you have any reason to doubt the reliability of the information that the employees were providing to you during the interviews?

A No.

Q Did any of your colleagues indicate that they had

reservations about crediting the information that they were receiving from employee witnesses during the interviews?

A No.

Q Did you have any reason to suspect that any -- any person that you spoke to during the interviews in this case wasn't telling you the truth?

A No.

Q Did your colleagues ever let you know that they had reservations, that they had concerns that anyone that they interviewed or talked to during the investigation of this case wasn't telling them the truth?

A No.

MS. GORMAN: Thank you, Ms. Aguilar. I have nothing further.

JUDGE CLARK: Thank you. Mr. Pierce, you're going to have Cross-Examination. Correct?

MR. PIERCE: Yes.

JUDGE CLARK: Let's go ahead and take a 10-minute break. We'll start back at 11. You can step down.

THE WITNESS: Thank you.

JUDGE CLARK: We'll be off the record.

(Off the record.)

JUDGE CLARK: We are back on the record. All parties are present. Ms. Aguilar has retaken the stand. Cross-Examination, Mr. Pierce.

MR. PIERCE: Your Honor, may I ask for a clarification on one point before I begin?

JUDGE CLARK: Yes.

MR. PIERCE: The order that you issued -- one of the orders that you issued at the end of last week had a statement in it about examination would be structured so that each witness isn't on the stand more than once.

The question that I wanted to ask is if the next witness comes, and Ms. Aguilar has information that contradicts what the second witness said --

JUDGE CLARK: Okay.

MR. PIERCE: -- am I allowed to call her as part of my case?

JUDGE CLARK: If there is a reason that we reach that you think you need to call somebody a second time, we will certainly address that.

So if there is some rebuttal or something that you think is different and you need an explanation, we can certainly talk about that.

But the idea here is that if you have an examination, questions you want to ask of Ms. Aguilar, you should ask them the entire time that she's here, so that we're not doing their case, taking her off the stand, then put her on for your case.

MR. PIERCE: Yes, I like the fact that you have

that rule. Many judges have that rule. I just wanted to know how it works in the real world.

JUDGE CLARK: Okay. Usually all the questions are asked. But if something comes up in another witness' testimony that contradicts, or needs some explanation, I would entertain the idea of putting her back on the stand for you to ask her questions.

MR. PIERCE: I understand.

JUDGE CLARK: Okay. And you may proceed.

MR. PIERCE: Thank you. Good morning, Ms. Aguilar. About two weeks ago, I took your deposition by telephone.

CROSS-EXAMINATION

BY MR. PIERCE:

Q Do you recall that?

A I do.

Q And at that time, you were held out as the Administrator's representative. You remember that?

A Yes.

Q And as the Administrator's agency representative, it was your job to gather the information that the agency had on all the issues that were presented at that time. Correct?

A Yes.

Q And it was your job to use reasonable diligence to go out and actually gather that information, so that I would be able to have the benefit of the entire agency's knowledge

on the topics that you were interrogated on. Correct?

A Yes.

Q It's true, is it not, that you are not an expert in the H-2B program? Correct?

MS. GORMAN: I do object because I think it calls for a legal conclusion. I don't know.

JUDGE CLARK: I'm going to overrule the objection. You can answer that question.

THE WITNESS: I've conducted several investigations under H-2B, and I have supervised and reviewed several H-2B investigations.

MR. PIERCE: Okay.

BY MR. PIERCE:

Q Well, I asked you that same question a couple weeks ago, if you were an expert in the H-2B program. Your answer at that time was you were not. Correct?

A Yes.

Q It's also true, is it not, that you are not an expert in how job coding is performed by your sister agency, the Office of Foreign Labor Certification? Correct?

MS. GORMAN: I'm going to object to the characterization of sister agency.

JUDGE CLARK: Rephrase your question, Mr. Pierce. Just ask the question.

BY MR. PIERCE:

Q You're aware of who the Office of Foreign Labor Certification is within the Employment and Training Administration?

A Yes.

Q They are the sub agency that is charged with actually performing job code analysis and issuing prevailing wage determinations. Correct?

A Yes.

Q You are not an expert in how the OFLC issues job coding or prevailing wage determinations. Correct?

A Correct.

Q And the case that we're here for today is solely based on a purported violation of the 2008 Department of Labor regulations. Correct?

A Correct.

Q We're not here for violations of program security regulations. Correct?

A Correct.

Q We're not here for violations of sub-regulatory guidance documents. Correct?

MS. GORMAN: Objection. Vague. I don't know what he's talking about.

JUDGE CLARK: Mr. Pierce, rephrase your question. But also, she has admitted that we are only here for the 2008 reg's. So why are you going through all these other

questions?

MR. PIERCE: Because they are instrumental. There are no regulations in point. All the guidance documents are the only ones that are relevant in this case.

And I am trying to establish that we didn't violate those in her eyes.

JUDGE CLARK: Okay. Ask your question again.

BY MR. PIERCE:

Q It is also true that we're here not based on any violations of sub-regulatory guidance documents. Correct?

A Yes.

Q Okay. Let's get the time line down. The 9142 application was actually signed by the Employer on November 7th of 2012. Correct?

You see a copy of that as my Exhibit Number 7, and you see the cover letter on page one, and internally on pages 20 and 21, this document was signed and submitted on November the 7th of 2012. Correct?

A Yes.

Q And it was ultimately approved with the labor certification on December 14th of 2012. That is marked as my Exhibit Number 8.

A Okay.

Q And that allowed Butler Amusements to then proceed to USCIS. And you see as Exhibit 10 that they proceeded to

USCIS on December the 17th. Correct?

A Yes.

Q And that resulted in approval, marked as Exhibit 11, as of January the 4th of 2013?

A What exhibit are we on?

Q Eleven, upper left corner, the Notice of Action from USCIS indicates January the 4th approval?

A Fourth, yes. Yes, sir.

Q And under the regulations that we're here for, the 2008 regulations, actually attached and applied, once the Butler Amusements was approved by the Department of Labor, Correct?

A Yes.

Q And in the case of these workers, they were processed through the Monterey Consulate in almost all cases on January the 30th of 2013. You see some of that as Exhibit 24?

A Yes.

Q So if you look on Exhibit 24, the first page, line number 19 is one of the individuals involved here, Saul Estadillo Herrera, indicating that he had an appointment with Monterey Consulate on January the 30th?

A Yes.

Q And that these individuals, by and large, started working for the Butler company on February the 2nd, but

possibly earlier, of 2013. Correct?

MS. GORMAN: Objection. Calls for speculation. Outside this witness' knowledge.

JUDGE CLARK: Can you answer that question?

THE WITNESS: I don't know if they worked before the period of employment from the TEC.

JUDGE CLARK: Overruled. The answer will stand.

MR. PIERCE: I don't think that's what my question was, though.

BY MR. PIERCE:

Q You agree that they had started working at least by February the 2nd of 2013. Correct?

A Yes.

Q It could have been earlier. But they were definitely working by February the 2nd.

MS. GORMAN: I'm going to object because it mischaracterizes this witness' prior testimony. She testified that some employees, that at least one employee wasn't in the country by that date, which is why she adjusted the start date for her computations.

JUDGE CLARK: I think it's overruled. You can ask your next question. Can you answer that question? Ask it again, Mr. Pierce, I'm sorry.

BY MR. PIERCE:

Q You will agree that the workers had started working

no later than February 2nd, and they possibly could have started before February the 2nd of 2013?

A I don't think they could start before the date of intended need on the TEC, which was February 2nd.

Q Okay.

A February 1st, sorry.

Q I'm merely restating your deposition testimony from a couple weeks ago, where you did indicate that on pages 42, 43 and 48 of your deposition.

Do you agree that they could have started working earlier than February 2nd?

A I suppose that's possible.

Q And your letter indicated that you were initiating the investigation as of March 22nd of 2013. Do you recall seeing that earlier?

A The appointment letter?

Q Yeah, the one asking for documents.

A Yes.

Q And when you originally had the final conference, you and I chatted by telephone. You provided me with your original back wage calculation. That is marked as my Exhibit 14. Correct?

A This is a summary of unpaid wages. It's not the computations.

Q Okay. But the computations that are reflected

here, the amounts don't match the amounts that you have testified to today. Correct?

A That's correct.

Q And the reason is because, according to what you've said previously, that you based all of these wages on the assumption that the only relevant wage was Santa Barbara, California, which is where they happened to have been working when you interviewed them. Correct?

A These computations are based off the H-2B rate for Santa Barbara as part of my reconstruction, yes.

Q And that was a mistake. You should not have based it only on Santa Barbara. Correct?

A It would be more accurate to use the average of the locality pays for the different areas on the itinerary. And that's why we revised it.

Q Well, it goes beyond being more accurate. There's actually a special procedure that says entertainers, like a carnival operation, are allowed to vary their wages based on the individual location. Correct?

A I don't know about that special procedure.

Q You're not familiar with it?

A No.

Q And based on that initial interaction, I sent you an e-mail the following month. That's marked as Exhibit 15, in which I raised a variety of issues with your calculations.

Correct?

A Yes.

Q And one of the issues that you and I talked about, do you remember, was whether or not you were using 2014 wage data, instead of the 2013 wages. Do you remember that?

A Not specifically.

Q That doesn't stick out in your mind?

A No.

Q Okay. Go to Exhibit 16.

JUDGE CLARK: One six?

MR. PIERCE: Sixteen, yes.

BY MR. PIERCE:

Q This was your revised wage calculation a couple months after the original calculation. Correct?

A Yes.

Q And these numbers also don't match the testimony that you gave today, do they?

A That's correct.

Q And it's now gone from 10 down to nine workers. Correct?

A Yes.

Q And you see in the cover letter, the first page of Exhibit 16, where you are flagging to the wage data available?

A Yes.

Q That's because I had raised whether or not you were using the 2014, versus the 2013 wages. Do you recall that?

A I don't recall that. But I see that this is the FLC data center website.

Q Okay. What is the reason why the wages, as calculated in Exhibit 16, are wrong, according to your testimony today?

A These were not computed using the average wages considering the different localities.

Q What were they computed based upon?

A The locality pay for Santa Barbara.

Q You repeated it?

A Yes. I don't recall exactly, but I know that this is not based off -- this, Exhibit 16 is not based off of the average.

Q Okay. When you say you don't recall exactly, do you know the basis for -- on which you calculated the numbers reflected in Exhibit 16?

A I believe it's based off of the locality pay for the Santa Barbara area.

Q So you repeated the same mistake that you had made in the original calculation.

MS. GORMAN: Objection. Mischaracterization, and asked and answered.

THE WITNESS: I repeated the same methodology.

JUDGE CLARK: Hang on a second. I'm going to overrule the objection, and allow you to ask the question. But you did -- you are sort of going over the same question, Mr. Pierce. But go ahead and answer the question.

THE WITNESS: I repeated the same methodology.

MR. PIERCE: Okay. But that's really not the case.

BY MR. PIERCE:

Q Look at Exhibit 14. And compare it now to 16. The amount that you have for, I believe every single one of these workers is different. Correct?

MS. GORMAN: I don't think you mean 16.

JUDGE CLARK: So go ahead. Do you understand the question?

THE WITNESS: The amounts are different.

MR. PIERCE: Right. So you could not have used the same methodology.

BY MR. PIERCE:

Q Could you?

A The same prevailing wage rate for the Santa Barbara area, I believe. I know that I didn't include the different localities until recently.

Q All right. Then why do the numbers vary in the space of a couple months?

A I don't remember.

Q Okay. And once you sent me the e-mail marked as

Exhibit 16, there was no further communication between you and your office, and myself or the Butler organization for the next four years. Correct?

A Can I go back?

It looks like the difference -- a difference, just looking at these and comparing the documents --

JUDGE CLARK: I'm sorry, let's go ahead and answer his question first.

THE WITNESS: Okay.

JUDGE CLARK: And then if you need to clarify something, then we can step back. So answer his question first.

THE WITNESS: Repeat your question, please.

BY MR. PIERCE:

Q The question was from the time you sent Exhibit 16 in February of 2014 until you sent the determination letter in February of last year, during those four years, there was no communication between you and your office and the Butler organization. Correct?

A Yes.

Q There was no warning that the case was still alive or anything like that. Correct?

A Correct.

JUDGE CLARK: So Mr. Pierce, she has indicated she might need to correct her answer regarding the numbers on

Exhibit 16. Did you want to go back? Or, do you want Ms. Gorman to pick that up?

MR. PIERCE: I don't have any reason to go back.

BY MR. PIERCE:

Q And it is also true, is it not, Ms. Aguilar, that you don't even have an explanation for why it took four years before we heard back from you, do you?

A No.

Q You agree with me?

A I don't have an explanation.

Q And when you issued the determination letter that is marked as Exhibit 19, it rescinded the prior letter. Correct?

A Yes.

Q And by rescinding it, the prior letter, it effectively didn't exist anymore. Correct?

A Yes.

Q And then since that time, looking now at Exhibit 19, actually, once the determination letter was filed, that number of just short of 25,000 in back wages continued to be your calculation for the next 14 months. Correct?

A Yes.

Q And it wasn't until about a month ago that you decided to change your calculation. Why?

A To include the different locality pays.

Q And why did you decide that that was now necessary, and it hadn't been necessary for the prior six and a half years?

A To make it more of an accurate reflection of the wages.

Q Because you recognized that it was important to actually determine the wages where the fellows worked. Correct?

A Again, it would be a more accurate reflection of what was likely due at the time.

Q And when you say you used the first page, look at Exhibit 7, page 15.

JUDGE CLARK: That's page 1274. Correct?

MR. PIERCE: Yes.

THE WITNESS: Yes.

MR. PIERCE: Just for Your Honor's benefit, I believe in all instances, my exhibits have individual exhibit numbers, like page 15.

The larger Bates number is the number in which they were produced to opposing counsel.

JUDGE CLARK: Oh, I see. Okay, thank you. It's not consecutive numbering, got it. So we're going off the exhibit number and the page number. Thank you.

MR. PIERCE: Yes, all my references will be to that. All right.

BY MR. PIERCE:

Q So page 15 is the page that you worked off of in order to come up with the average you're talking about. Correct?

A Yes.

Q There happens to be 35 locations on there. How many of those did those gentlemen actually work at?

A I don't know.

Q Well, it was available to you, wasn't it?

A I don't know.

Q You were shown the Administrator's Exhibit E?

A Yes.

Q And there are three pages to that. And this exhibit actually has the nine gentlemen that are involved in this case. Correct?

A Yes.

Q And across the top of each page, it actually says where they worked. It says Butler Amusements, Butch's Unit. Do you see that?

A Yes.

Q Do you know what Butch's Unit means?

A Yes.

Q You are aware that the Butler Amusements operation splits into multiple units because they don't always have huge spots where the entire carnival can come and work at one

place?

A Correct.

Q So they break apart into littler units to be able to pick up smaller spots. Correct?

A Yes.

Q And all these gentlemen actually worked for Butch's Unit. Correct?

A Okay.

Q You agree with me?

A I don't know if they worked for that unit the entire time. I didn't see their names on this document. It's my understanding that employees went with the rides. So I don't know that. Maybe they moved around as classified workers, as well.

Q Well, they moved the rides because the show would end. They would operate for a week or two weeks. That one would end. Then it would move to the next one. Right?

A I meant the rides between the units.

Q Well here, your exhibit indicates that the nine gentlemen that we're talking about today worked for Butch's Unit. And if you would now look at Exhibit 27?

So this exhibit, are you aware, actually says the locations where each of the three units within the Butler operation worked during the 2013 season?

A Okay.

Q And Butch's Unit represents the two columns that we see right down the middle of Exhibit 27. Right?

A That's what it says.

Q And then, flipping, if you would, to Exhibit 28, this is a summary of where the various parts of Butch's Unit operated during the 11 weeks that are germane to this case. Do you see that?

A Yes.

MR. PIERCE: And they are cross correlated. Your Honor, the Bates numbers down the right hand margin are the original production. Those are not trial exhibit numbers.

JUDGE CLARK: Okay.

MR. PIERCE: But they are all found in Exhibit 26 as part of the payroll.

JUDGE CLARK: Thank you.

BY MR. PIERCE:

Q And those locations for Butch's Unit actually correspond to four areas of intended employment. Correct?

A Looking at it, yes, I can -- yeah.

Q You see Riverside County?

A Correct.

Q They start off in Riverside County. Then about a third of the way down, they jump to Maricopa County, Arizona. Then there's a little bit of a jaunt into Yuma County, Arizona. And then the remainder is spent in the Santa

Barbara County area. Correct?

A Yes, that's what it shows.

Q And then those four intended areas of employment drive the wage rates because it's down at the county level where the area of intended employment is determined that allows you to get these alternative wage rates. Correct?

A Correct.

Q So you actually did an average of 35 locations where these gentlemen only worked eight of them. And in fact, you only needed to look at four areas of employment, not 35, in order to figure out where -- what wage rates they were talking about. Correct?

A Yes.

Q Okay. In this case, Ms. Aguilar, you agree that Butler Amusements has established that it is exempt under the 13(a)(3) under the Fair Labor Standards Act. Correct?

A Yes, that's correct.

Q There is no dispute about that?

A No.

Q Within the labor certification that was approved by ETA, there are multiple references to the fact that the Butler operation follows prevailing practice in the industry. Do you remember seeing that language?

A Yes.

Q And then it goes on to reference things such as a

weekly salary, housing and transportation. It is true, is it not, that you personally have no idea what that means?

A I don't know what prevailing practice means. Is that your question?

Q Yes.

A Yes.

Q And it's more specific. You don't have any idea what the prevailing practice is in the carnival or mobile amusement industry. Correct?

A Yes.

Q And because you don't know what the industry practice is, you have no idea if Butler actually complied with what they said they were going to do?

A Correct.

Q All right. Let's talk about credits for a moment. You are aware that a credit is an amount that an Employer can use in order to offset legal obligations. Do you agree with that?

A That's true sometimes, yes.

Q And in this case, it's true, is it not, that under the 2008 regulations, they don't actually say what might apply when someone is exempt from the Fair Labor Standards Act, such as the Butler operation, do they?

A There is no language to that effect in the 2002 reg's.

Q And therefore, they are not bound by exclusions or rules that apply in FLSA cases. Correct?

A I don't understand the question.

Q Well, you're aware of something called the primary benefit rule that's found in 29 CFR Section 531?

A Yes.

Q And that's a Fair Labor Standards Act concept. Correct?

A Yes.

Q That is something that the Butler operation is exempt from, and doesn't have bearing on the credits that they might claim in this case. Correct?

A I suppose.

Q Okay. And certainly there is nothing in the 2008 regulations to suggest that concepts like the primary benefit rule at Section 531 applies to the Butler operation. Correct?

A Correct.

Q And if it turns out that Judge Clark finds that the credits exceeded the amount of back wages that you have calculated, under those circumstances, you agree that no back wages would be due. Correct?

A Well, if the judge ordered that they were offset by the credit, then it would be based on his decision.

Q All right. We have also established in your prior

deposition you have never heard of something called a prepayment plan?

A That's correct.

Q You didn't take the time to go back and refresh with the Field Operations Handbook, did you?

A I didn't.

Q Okay. But the Field Operations Handbook is something that you use with some frequency as guidance as you go about performing your obligations. Correct?

A It's part of the guidance we use when we conduct our investigations, yes.

Q You also, from time-to-time, have to make -- use, and find authoritative, Wage and Hour Division opinion letters that have been issued over the years. Correct?

A We use opinion letters, as well, as part of our investigations to determine compliance.

Q And even under those circumstances, the concept of a prepayment plan, where someone pays in advance, but then uses that credit later, if hours go up, is something that you're not familiar with. Correct?

A That's correct.

Q Are you aware that there have been many, many other audits conducted by your peers of other carnival operations that have in fact, approved the use of prepayment plans?

A I'm not aware of that.

Q In the case of housing, you're aware that the Butler operation provided mobile bunk houses in which the fellows had a place to live. Correct?

A Yes.

Q And that has a value. Correct?

A I suppose.

Q Normally, you and I and anyone else is going to have a housing cost. Right?

A I didn't have to pay for my hotel room last night because my Employer sent me here to testify.

Q Okay. But you would agree with me that normally, even an H-2B employee is going to have a housing cost. That's just a fact of life. Yes?

A Normally, H-2B employees have a housing cost, so yes.

Q And the fact that the Butler operation was paying for that housing cost bestowed a benefit on those workers. Correct?

A I believe that the Employer benefitted by having the employees with them on site at every carnival. And so the Employer benefitted by housing them.

Q Well, that's a restatement of the primary benefit rule that you already acknowledged doesn't apply here?

A That's our position on this case.

Q That's the rule that you already acknowledged

doesn't apply here. Correct?

A No. I stated that it is to the benefit of the Employer, not the employee, that they have their itinerate work force sleeping on site and available for work when they need them.

Q Okay. That is a concept that comes out of the primary benefit rule. Correct?

A Yes.

Q Something that you have already agreed doesn't apply to the Butler operation. Correct?

A I don't know.

Q The rules changed in 2015. But in the year that we're talking about in 2013, mobile Employers were allowed to take a credit for providing of housing. Correct?

A I'm sorry. You asked me -- can you restate the question?

Q In 2013, the year that we're here for, mobile Employers were allowed to take a credit for providing of housing?

A I don't know the answer to that.

Q But certainly you're not aware of anything in the 2008 regulations that prohibited that. Correct?

A I don't know the answer to that.

Q All right. Let's look at the Administrator's Exhibit H. You there?

A Yes.

Q You recall that when you did your on site, you actually went to some individuals in the office. And they actually provided you some working documents of how they processed payroll. Correct?

A I remember vaguely, yes.

Q And it included samples like what you see in Exhibit H. Correct?

A Yes.

Q And you got them directly from the Employer because everything I gave to you had a Bates stamp number across the bottom of it. And these, in Exhibit H, do not.

A Okay. Yes.

Q And you are aware that these are actually time records, aren't they?

A These are what I was provided when I asked for time records, yes.

Q And in fact, now that we've agreed that the Butler operation is not bound by record keeping under the Fair Labor Standards Act, you would also agree that there's no time keeping responsibilities placed on an Employer who is exempt from the Fair Labor Standards Act in 2013. Correct?

A Under the FLSA, they're not required to keep time records, that is correct.

Q And the 2008 regulations don't say anything at all

about keeping time records, do they?

A I don't -- I don't believe so.

Q So Butler has taken on a responsibility, which is to generate time records, as reflected in Exhibit H, that they weren't even obligated to do in the eyes of the pertinent federal requirements. Correct?

A They're not required to keep time records under the FLSA. That's correct.

Q Or, under the 2008 regulations?

A Correct.

Q And they even went to the effort of typing it up. And you have a problem that they typed up the answers, rather than handwriting them in?

A I testified that I don't believe these are credible time records.

Q And one of your reasons was because you said they typed it?

A Yes.

Q You think that makes this less legible?

A No.

Q You think the fact that these are now fully documented and countersigned by the responsible or relevant employee makes them not credible?

A Please repeat your question.

Q Okay. You see the signatures that each one of

these slips has?

A Yes.

Q Those are the employees to whom that money is going to be paid, isn't it?

A I believe so.

Q Okay. And the protocol within the Butler operation was you sign this, you get paid in cash, and you are also verifying the reported hours as reflected on that slip. Right?

MS. GORMAN: Objection. Calls for speculation. She can't testify to what their prevailing practices are.

JUDGE CLARK: Overruled. You can answer the question. She can answer the question, if you know.

THE WITNESS: What was the question? Sorry.

BY MR. PIERCE:

Q These gentlemen are counter signing that not only are they being paid the correct amount, but that they are verifying how many hours they worked?

A I don't know what was in their minds when they signed the papers.

Q Then why did you ignore this evidence?

MS. GORMAN: Objection. That mischaracterizes what she said.

JUDGE CLARK: Sustained. Rephrase your question.

BY MR. PIERCE:

Q You have about maybe 1,500 pages with thousands of counter signed slips in them verifying by the relevant employee how many hours they worked. Why did you ignore all that evidence?

MS. GORMAN: Same objection.

JUDGE CLARK: It's a little argumentative. Rephrase your question, Mr. Pierce. Ask her a different question.

BY MR. PIERCE:

Q What weight did you give in your calculations? Let's look at Antonio Mendez on the first page of Exhibit H. Antonio Mendez counter signed that he worked 34 hours that week, not the 40 that you claim. Why did you disregard what the man signed off on?

A I don't know that he signed off on acknowledging 34 hours. I can see a little piece of paper with a signature. I understand from the interviews that employees had to sign something to get their pay, their cash. So I don't know what he was acknowledging or not acknowledging when he signed it.

Q Well, why didn't you ask? You were there. You were talking to the responsible people. Why didn't you ask them?

A There's a lot of questions that I probably should have asked that I didn't.

Q Why didn't you ask me? You could've sent me a

letter, and I would've responded to you, as I did on multiple occasions. Correct?

A You responded to my e-mails, yes.

Q Okay. So you could've asked the individuals on site. You could have asked me as their contact. You're in town there in Portland where their headquarters are. You could have asked, if you wanted to know this. Correct?

A I would need to ask the individual workers what it was. If I wanted to know the answer to the question you're posing, if the employees were really acknowledging that they actually worked the hours that are listed here, I would have to ask the employees. I didn't do that.

Q Okay. Nor did you make the request that you be allowed to have a supplemental interview to establish that. Correct?

A Correct.

Q And you see here that page 210 within Exhibit H actually has a dollar figure at the top. Well, sometimes they're cut off. You see the dollar figure for the cash?

A Yes.

Q Your understanding is that they were actually being paid the full amount as reflected, and that no income taxes were withheld. Correct?

A I believe they were paid the amount that is reflected here. I have no idea about income taxes.

Q Are you aware that Butler was paying the income taxes for the guys?

A No.

Q Is there anything wrong with an Employer taking a credit for having paid someone else's obligation to pay income taxes?

A I would have to look into that. I've never come across that before.

Q All right. You are aware that in order for an H-2B worker to work in this country, they have to get in and out of the country, and that that costs money. Correct?

A Yes.

Q And so as to this relocation travel, in-and-out of country travel, you are aware that the 2008 regulations do not prohibit an FLSA-exempt Employer like Butler, recovering through credit the payment of relocation travel?

A I don't know that that's discussed in the reg's. What's your question?

Q Okay. Well, it actually is addressed. But you don't know if it's addressed?

A Correct.

Q So whatever the reg's say is what they say. But you don't know if it's prohibited. Correct?

A Correct.

Q And in the case of relocation travel -- and you

went into this a little bit on your Direct Examination. Sometimes when you don't have all the information, it's a reasonable thing to make reasonable conclusions.

A Yes.

Q So for example, one of our documents is a collection of relocation travel documents for outbound, going back to Mexico.

It would be a reasonable conclusion to say that inbound travel would be roughly the same cost as it would be to go outbound. Correct?

A Possibly.

Q Well in fact, you said that was a reasonable conclusion to make in your deposition on page 67. Remember that?

A Okay.

Q And it is also a reasonable conclusion to make that for the 187 or 246 or whatever the number is, to take the total amount, $25,000.00, let's say, divide it by the number of workers in order to be able to get the per worker relocation travel cost. That's a reasonable thing to do?

A Yes.

Q You are also aware of something called local convenience travel?

A Yes.

Q The guys talked in their witness statements about

going to Wal-Mart, going to the laundry mat, going to get food, whatever. In order to make that happen, they need wheels. Right?

A Yes.

Q And the Butler operation made that kind of convenience travel available to their workers. Correct?

A Yes.

Q That's another benefit being bestowed on them. They can come and go, you know, all those things considered, to be able to use the company equipment, to be able to go do things of a personal errand nature. Yes?

A Yes.

Q All right. In this particular case, Ms. Aguilar, let's shift to the violations. You agree that a misrepresentation is a violation that occurs when a fact is misrepresented in the application itself. Correct?

A Yes.

Q And that is something that occurs at the time that the application is submitted. Correct?

A Yes.

Q And in this case, you have not charged that there was a misrepresentation of fact at the time that any document was submitted to the government by Butler. Correct?

A Yes.

Q In fact, the only allegation that is made in this

case is for a substantial failure. Correct?

A Yes.

Q A substantial failure occurs later in time when the Employer does not actually perform the terms and conditions that they had agreed to up front during the course of the season. Correct?

A Yes.

Q And in this instance, you have charged for only one count, and that count is that individuals, nine of them, were working outside of their occupation for which they had not been approved. Correct?

A They were working outside of the classification that was listed on the signed and approved TEC.

Q I think we're saying the same thing. And that type of violation means you're not accusing the Butler operation of misstating something in the petition or the application. Correct?

A The violation that was cited was that they substantially failed to comply with the promises that they signed off on in the TEC, which is that that employee was a recreation and amusement attendant.

Q So that, for example, you are not proceeding on the basis that they chose the wrong job code. Correct? They just didn't work within their job code. But you're not saying there was something wrong when they chose that job

code.

A Well, I understand that they employed the vast majority of the H-2B workers in that job code. And there were these exceptions that were working outside of it.

Q In order to be able to make the violation that you cited, there needs to be a statutory or regulatory duty that the Butler operation has violated. Correct?

A Yes.

Q And in fact, job occupation is nowhere to be found in the 2008 regulations, is it?

A That's correct.

Q And the determination letter also has a reference to the I-129. You have indicated there was no violation of the 2008 DHS regulations. Correct?

A The violations are referenced on the determination letter, including the regulatory citations.

Q And there are no citations in the determination letter for having violated USCIS regulations. Correct?

A I don't believe so.

Q And in fact, the 2008 regulations do not require that an Employer in 2013 work H-2B workers only in the job code that was requested. Correct?

A The Employer has signed the attestations on the TEC that everything on there is true and accurate. And that TEC contains one occupation, not four.

So the fact that they did not comply with what they attested to by employing workers outside of the single occupation on the TEC resulted in the violation.

Q Okay. Stick with my question.

A Okay.

Q The 2008 regulations do not require that H-2B workers act only within the job code that was requested. Correct?

A I don't know. I would have to look at the regulations.

Q You don't know?

A Correct.

Q That's why we're here. Right? A violation of the 2008 regulations supposedly says we can't do that. I have asked you is there such a regulation. And you are not sure.

A The regulation is the one that is listed on the determination letter.

Q Okay. And you are aware that at your deposition, pages 81 through 82, 87 and 102, couple weeks ago, you told me that there was no 2008 regulation that limited the Employer to the job code that they had requested. Do you remember that?

A Not specifically.

Q Do you doubt that that's the case?

A I believe you.

Q And if we now look at Exhibit 96, I'm going to try and do this concurrently, 96 and 101.

A Okay.

Q We went over this before at your deposition. You recognize Exhibits 96 and 101 as information that the Division posted on its website as changes were proposed in the 2012 regulations -- those are in Exhibit 96 -- and the changes that were actually implemented in 2015. Those are found in Exhibit 101.

A Yes.

Q And in both of these, they're comparing the way it used to be under the 2008 regulations with what it would become under the 2012 rules, which were never implemented, or the 2015 rules that we still operate under today. Correct?

A Yes.

Q And in both instances, when they recount the state of the regulations on the question of must you operate within your job code, let's look first at Exhibit 96, page three.

Towards the bottom in the left hand column, it says certified occupation.

A Yes.

Q It says that in order to make a case for acting outside of your certified occupation, inaccurate statements in the application must be pursued as willful misrepresentations.

A That's incorrect.

Q Is that what it says?

A No, it says may be pursued.

Q May be, okay. And then the change, the new information in the right column is that Employers may not place H-2B workers in a job opportunity not certified in the application. Right?

A I see that.

Q And the same change occurred and was actually implemented in page five of the 2015 regulations word-for-word. Correct?

A What page are you looking at, please?

Q Page five, Exhibit 101.

A Yes.

Q So the change, what was new is that it now was a regulation that actually says what you're here for today, which is you must work within your job code. Correct?

A This is clarifying, and narrowing, and being more specific as to what was under the prior reg's.

Q Okay. And in fact, if you look at Exhibit 76, page 42 --

A Yes.

Q -- the change that was proposed in 2012, implemented in 2015 was, in the first column, in sub paragraph small letter (l) towards the bottom, where it says

the Employer will not place any H-2B workers employed pursuant to this application outside the area of intended employment --

A Yes.

Q -- the words were inserted in 2012 and 2015 to read "or in a job opportunity not." Did you know that?

MS. GORMAN: I'm going to object for relevance, Your Honor. It is talking about the 2015 reg's. We are not here for that.

JUDGE CLARK: Overruled. I'm going to let him finish the examination. Go ahead, Mr. Pierce. Ask that question again.

BY MR. PIERCE:

Q Did you know that 2012 and 2015 actually inserted the language that the Employer may not place someone in a job opportunity not listed on the 9142 application. Did you know that?

A No.

Q And if I took the time to show you the Preamble language associated with that change, did you know that it was proposed because it didn't exist in the 2008 regulations?

A I didn't know that.

Q All right. And in fact, the 2008 regulations really don't say a thing about how to request or how to obtain a job code, do they?

A I don't believe so.

Q You agree with me?

A Yes.

Q And if we look now in the same exhibit, 76, page 38, this section, 655.10 in the 2008 regulations actually spells out how to go about getting a prevailing wage determination. Correct?

A I'm sorry. Where are you looking?

Q Exhibit 76, page 38, left hand column, Section 655.10 actually spells out how to go about getting a prevailing wage determination for the H-2B program.

A Okay.

Q And drop down almost to the bottom of the first column, sub paragraph two. You might miss it. The only thing that it actually says pertinent to why we're here today in that sub paragraph is if the job opportunity is not covered by a collective bargaining agreement, the prevailing wage for labor certification purposes shall be the arithmetic mean, except as provided in paragraph (b)(4), which is not relevant, of the wages of workers similarly employed at the skill level. Do you see that?

A Yes.

Q Do you know what those words mean, at the skill level?

A Not specific to this. I think it's talking about

the H-2B prevailing wage rate.

Q Right. You are aware that in 1998, the Department of Labor split its H-2B wages into two levels, and in 2005, split them into four levels. Did you know that?

A No.

Q Did you know that in 2009, some guidance document was issued by the OFLC specifying how to determine a prevailing wage rate under the H-2B program?

A No.

Q Did you know that when Butler applied to OFLC for its prevailing wage determination, that the OFLC proceeded under the guidance document in that 2009 document?

A I didn't know that, no.

Q Did you know that Judge Jerome Davis in the Eastern District of Pennsylvania issued an injunction in March of 2013 prohibiting the Department of Labor from implementing those four words, at the skill level? Did you know that?

A No.

Q Did you know that the Department of Labor issued regulations on April 24th, 2013 indicating that they were on an emergency basis going to implement mid season supplemental prevailing wage determinations?

A No.

Q That was the same day that your investigation ended. Do you realize that?

A Okay.

Q And that regulation, on a go-forward basis, not retroactive to your investigative period before April 24th, actually implemented a requirement to apply the mean wage rate. Did you know that?

A No.

Q Did you know that the mean wage rate means that you take the four levels, the four skill levels that are referenced in the 2008 regulations, and average them to get the mean rate?

A No.

Q Did you know that for the last several months of the 2013 wages, when you commented in your Direct Examination and said H-2B, in parenthesis, mean, that's because the 2013 regulations adopted that after your investigation ended?

A No.

Q Did you know that for the case that we're here for today, you were supposed to determine the skill level for the various individuals in order to determine a prevailing wage rate?

A That I was supposed to? I'm sorry. Could you repeat the question?

Q Did you know that in order to be able to make a determination as to back wages in this case, you needed to be able to determine the skill level that the individuals were

going to be paid at?

A No.

Q Did you know that when the Butler operation applied for its prevailing wage determination in 2013 for the 2013 season, if you look at Exhibit 5, page four --

A Okay.

Q -- you see towards the upper right where it says wage level, and it has level one, two, three and four --

A Yes.

Q -- they were provided with a prevailing wage determination for level one?

A Yes.

Q Do you know what it takes in order to be able to qualify for a level one?

A No.

Q Do you know that OFLC always determined, at that time span, if you were proceeding under the OES wage level, a skill level, which they were required to do by the 2008 regulations?

A I don't -- can you repeat the question?

Q Did you know that OFLC was required by the 2008 regulations to always make a skill level determination, one through four, as reflected in Exhibit 5?

A No, I did not know that.

Q It is also true, is it not, that the 2008

regulations say absolutely nothing about what an Employer must do to stay within their job code? Correct?

A Yes.

Q They say nothing about what a carnival operator must do in order to keep a recreation or amusement attendant in the job code. Correct?

A Correct.

Q It says nothing about what the amusement employer can't do to be able to keep them within the job code. Correct?

A Correct.

Q Now your citation, you told us in your deposition a couple weeks ago, was for failing to state the reasons for temporary need. Remember that?

A Yes.

Q And that is something that actually is found in the regulations, as you have cited. But in order to be able to make that case, you have to show that Butler falsely indicated something in its labor certification request. Correct?

A I don't know as I sit here.

Q Well, look at Exhibit 72, page 42.

MS. GORMAN: Exhibit 72 is withdrawn.

MR. PIERCE: I'm sorry. Did I say that? Seventy-six.

BY MR. PIERCE:

Q Seventy-six, page 42, you with me?

A Forty-two?

Q Forty-two.

A Yes.

Q Top of the middle column, sub letter N, that's the paragraph that you have cited based upon. Correct?

A I believe so.

Q And in order to be able to pursue an enforcement action against the Butler operation for misstating -- excuse me -- regarding the reasons for temporary need, the labor certification must have not truly and accurately stated something in the application itself.

It actually says where to go find that information. Correct?

A Repeat the question, please?

Q Okay. In order to be able to make the allegation that you have made, there must have been a misstatement in the application itself. Correct?

A Correct.

Q But that's not your case. That would make it a misrepresentation.

A So they stated that they were --

Q Answer my question first.

A Okay.

Q In order to be able to make the allegation in sub paragraph N, there must have been a misstatement in the application. Correct?

A Yes.

Q And that would make it a misrepresentation case. Correct?

A Not necessarily.

Q Is that not what it says? There must be a misstatement on the application?

A What it says. But that's not the question I'm hearing you ask.

Q In order to be able to find a misstatement in the application, that necessarily means that this is a misrepresentation. Correct?

A Not necessarily, no.

Q In order to be able to find a false statement, as sub paragraph N requires, regarding the reasons for temporary need, you would look to the statement of temporary need. Correct?

A Yes.

Q And that is the only place you would look to be able to find a misstatement in the reasons for temporary need?

A Yes.

Q And in fact, if we look at the statement of

temporary need, Exhibit 7, page three, right at the bottom, there's a big box that says Temporary Need, See Addendum.

And if you now would flip to page 19, you see the statement of temporary need there. Correct?

A Yes.

Q And during your deposition, you had a chance to read through this. It is your testimony that there isn't a single statement contained in that statement of temporary need that was false. Correct?

A Yes.

Q It is also true that, if you look at Section 655.10, which has almost nothing to say about prevailing wage determinations, it is also true that it says nothing at all about how much detail to provide when you're requesting a job code. Correct?

A Okay. Yes.

Q And there is no regulatory requirement as to how many job tasks, for example, need to be provided. Correct?

A I don't know.

Q I mean we looked at it. There is really nothing in the regulations that says how much job tasks need to be identified.

A Okay.

Q And the same is true with the I-129. There is no information that is required by USCIS when making a statement

for a petition for an H-2B worker. Correct?

A I suppose. I don't -- I don't know.

Q Let's talk a little bit more about the violations here. It is also true that you are not even sure whether it is your responsibility as part of this enforcement action to show whether or not Butler violated a regulatory duty. Correct?

A They were found in violation.

Q And that's not my question.

A Oh, okay.

Q My question is you're not even sure if you have to prove that. Correct?

MS. GORMAN: Objection to the extent that it calls for a legal conclusion. When you put the "prove" in there, that's a problem.

JUDGE CLARK: I'm going to sustain that. Please rephrase your question, Mr. Pierce.

MR. PIERCE: Okay.

BY MR. PIERCE:

Q When I took your deposition earlier, I believe -- and I can refer you to it, if we need to. But you do not regard it as part of your responsibility to establish that Butler violated a regulatory duty in order to be able to proceed today. Correct?

A I believe that they were in violation, and we did

show that as part of the investigation.

Q Okay. But at your deposition, page 104, you told me that you were not sure if you had to show that. Do you remember that?

A I think I was confused by the terminology you were using.

Q Okay. Well, given that the 2008 regulations say virtually nothing about how to make job requests, and you're totally unfamiliar with the 2009 prevailing wage determination guidance, can we now conclude that you really don't know how to go about by stating or describing a job that has many different responsibilities?

A I don't think those things preclude me from computing back wages.

Q No, that's not my question.

A Okay.

Q Do you have a basis to establish a violation of regulations as to how best to describe a job when there aren't even any rules for doing it?

A I'm confused by the question.

Q You expected job descriptions to be better or more accurate or something. How is it that Butler was going to conform to that when there wasn't even a rule established as to what it was to do?

A Well, the job descriptions for the approved

occupations is available, and those are job duties that the workers were supposed to be performing.

And the majority of the workers that worked for Butler under the H-2B program were performing those duties.

It was the exceptions that we found that constituted the violation of misclassification, because they were not performing duties of the recreation and amusement attendant.

Q Okay. I made several references to the 2009 OFLS prevailing wage determination guides. Do you recognize Exhibit 86 as such a document?

A Eighty-six?

MS. GORMAN: The question was does she recognize the document?

MR. PIERCE: Yeah.

BY MR. PIERCE:

Q Do you recognize it? Have you ever seen it before?

A No.

Q Okay. Are you aware that when Butler applied with OFLC, they applied what I'm going to call the job title test?

A No.

Q Did you know that?

A I did not know that.

Q Where OFLC asked that they give their best shot at providing a job title, did you know that?

A I did not know that.

Q And did you know that if Butler had gone on the OFLC job title search function, that they could put in certain job titles and get back suggested job codes?

A Yes.

Q Because I went over that with you.

A Yes.

Q But until I deposed you a couple of weeks ago, you didn't even know that you could do a job title search. Correct?

A I don't remember.

Q All right. So if we put in -- let's look at Exhibit 63. If we put in a job title of amusement mechanic, the number one suggested job code was exactly the one that we chose, 393091. Correct?

A Yes.

Q And the one that you chose is about halfway down the second page in Exhibit 63. Correct?

A Yes.

Q And then if we had done a similar job title search on the same website for the term amusement driver, Exhibit 58, the job title search for amusement driver, the number one match was exactly the job code that we chose, 393091.

And the one that you settled on was about halfway down the first page. Correct?

A Yes. As I said in the deposition, if you keep putting in amusement, it's going to pull up the job title that has amusement in it. It's a key word search.

Q And as I asked you in that same deposition, there is nothing in the regulations that says we can't put the word amusement in a job title search, is there?

A No.

Q We can put in any words we like in order to come up with a job title search, can't we?

A I suppose.

Q And then the third one, Exhibit 67, a search for the job title amusement supervisor, the number one match is exactly the job code that we chose, 393091.

And the job code that you matched is at the top of the second page. Right?

A Yes.

Q And in fact, under that 2009 OFLC guidance document, that is the beginning of the process, is to do a job title search. Did you know that?

A No.

Q Did you know that in order to be able to continue with that process, that then the burden shifts to OFLC to do the kinds of things that you think need to be done? And it's not Butler's responsibility to do them?

A I don't know.

Q All right. In your allegations, as I understand it, let's start with the drivers, the thing that you're most concerned about is that five individuals were driving semi-trucks. Would you agree?

A I don't know if that's the thing I'm most concerned about. Those were among the workers who were misclassified, yes.

Q Okay. But the fact that you're most keyed on is that they were driving semi-trucks. Right?

A They were performing solely truck-driver duties. That's when we made the determination that they were misclassified.

Q Well, look at, if you would, Exhibit 51, page two. Do you see there towards the bottom, under tools used by amusement -- first of all, let me explain what this is.

Do you recognize the detailed report associated with the recreation and amusement attendant job code as the OFLC makes this available through ONET. Correct?

A Yes.

Q Twenty-some pages with lots of detail. Now go to page two.

A Yes.

Q Towards the bottom, did you know that the tools used by amusement and recreation attendants includes cargo trucks or material transport trucks?

A I see that listed.

Q As tools used by the job code requested by Butler. Now look on page three towards the top, amusement and recreation attendants, also, use or drive mini vans, passenger vans, and a couple lines down, street cars and freeway cars.

A That's what it says.

Q And then on page 11, these same amusement and recreation workers that we requested towards the bottom of page 11 operate vehicles, operate mechanized devices, operate equipment, including running, maneuvering and navigating or driving vehicles, mechanized equipment, forklifts, passenger vehicles, aircraft or watercraft. See that?

A I see that.

Q As approved job functions for an amusement operator?

A Approved? I think these are, okay.

Q Do you think anybody is operating an aircraft without a license in this country?

JUDGE CLARK: What is the relevance, Mr. Pierce?

MR. PIERCE: Well, she has made several references to CDL, as if that has some significance. I'm establishing that there is a licensing requirement, I have to believe, for aircraft.

JUDGE CLARK: You can answer the question, if you

know.

THE WITNESS: I do not know.

JUDGE CLARK: Okay.

MR. PIERCE: All right.

BY MR. PIERCE:

Q Let's look at amusement mechanics. As I understand your testimony, what you were most concerned about was that there was a designated area. There was lubricants. There was spare parts. There was a work bench. Is that kind of the thrust of what you were concerned about?

A I was concerned about performing machine shop, repair work duties solely, and not helping people on rides.

Q All right. So if we look again at Exhibit 51, page two towards the top, amusement and recreation attendants inspect equipment, perform repairs, minor repairs, adjust or maintenance tasks and oiling, lubricate. You see that?

A Yes.

Q Next line underneath that, they maintain inventories for equipment or parts. You see that?

A Okay.

Q On page six, these same amusement ride and attendant operators are responsible for performing -- about in the middle -- equipment maintenance, performing routine maintenance on equipment and determining when and what kind of maintenance is needed.

A I'm sorry, what page are you on?

Q Page six, close to the middle, slightly below the middle.

A Page six, okay. These are all referring to skills. And what was the question?

Q You are aware that amusement attendants are performing these kinds of maintenance on equipment, and determining when and what kind of maintenance is used, and the very next line, they are repairing machines or systems using needed tools, and the line after that, they are performing trouble shooting.

A Right, I think that is referring to skills. If you look on page five, I believe this is a print out continuation of the following page. So those are skills that one who could perform this job may have.

Then there's numbers on the left hand column that I'm not quite sure, there's higher and lower numbers. So I don't know how that relates to the actual SOC code.

Q Okay. And the page 11, these same individuals, the ones you've called mechanics, amusement ride attendants, also towards the middle of page 11, repairing and maintaining electrical equipment, repairing and maintaining mechanical equipment, including servicing, repairing, adjusting and testing machines, devices, moving parts of equipment. Right?

A I see it says that. But I'm still concerned about

the number 14. I don't know how that relates to that description.

Q Okay. And as to your third category for supervisors, amusement attendants on page three, close to the middle, it says administration and management.

A Under the knowledge category?

Q Right. They have coordination of people and resources. You agree with that?

A Knowledge of coordination of people and resources, that's what I'm reading, yes.

Q Page six, there also at the top of the page, these amusement attendants are responsible for controlling operations and managing the time of others. Do you agree with that?

A No, because that's again, referring to the skills on the prior page. That's a skill set associated with the SOC code. It's not a job duty.

Q Okay. So there is a distinction there that is not found in the regulations. Is that what you just said? Does the regulation say anything about differentiating --

MS. GORMAN: Can she answer the question that he asked?

JUDGE CLARK: Overruled. Ask the question.

BY MR. PIERCE:

Q Do the regulations in 2008 say anything at all

about how to differentiate between job duties and skills?

A Well, the English language, it says right here what a skill is. And later on, it says abilities. So I don't know. You would have to go to the regulations to find that definition. It's right on the page.

Q Do the regulations even name or reference the ONET online detailed reports for any job code, whatsoever?

A I don't believe so.

JUDGE CLARK: Mr. Pierce, it's 12:30. Do you want to take our break now? I don't know if you're closing in on something here. I don't want to stop you. I don't know if you have more still to go. How much more do you have, do you think?

MR. PIERCE: We should stop.

JUDGE CLARK: How much more do you have of this witness?

MR. PIERCE: I'm going to say maybe 30 or 40 minutes. And I will try to edit during the break.

JUDGE CLARK: Okay. Thank you. We are going to take our lunch break then. Is 45 minutes enough time?

Does anybody think that they will need more time?

You might have to go outside the building and come back through Security. If we take an hour lunch, is that going to stop us from finishing this case by 4:30 tomorrow?

MR. PIERCE: I think, Judge, we're on track.

MS. GORMAN: He would know. He would know better than I.

JUDGE CLARK: Okay. Anything for the record before we go to lunch, Mr. Pierce?

MR. PIERCE: No.

JUDGE CLARK: Ms. Gorman?

MS. GORMAN: No.

JUDGE CLARK: Okay. Then we will be off the record. We will take an hour lunch. One thirty back here. Thank you very much. Off the record.

(Whereupon, the luncheon recess was taken from 12:32 until 1:33 o'clock p.m.)

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AFTERNOON SESSION 1:33 O'CLOCK P.M.

JUDGE CLARK: On the record. All parties are present. Ms. Aguilar has retaken the stand. She was on Cross-Examination. Mr. Pierce, do you have more questions?

MR. PIERCE: I do. Yes, Your Honor.

JUDGE CLARK: Go ahead.

BY MR. PIERCE:

Q Ms. Aguilar, we were talking about amusement supervisors. And I just want to finish off the Exhibit 51 references. On page six, the second line, you see that amusement attendants are responsible for managing the time of others.

JUDGE CLARK: You are referring to your Exhibit 76. Right?

MR. PIERCE: Fifty-one.

JUDGE CLARK: Fifty-one, okay. And what page are we on?

MR. PIERCE: Page six.

JUDGE CLARK: Thank you. Go ahead.

BY MR. PIERCE:

Q Did you hear?

A Please repeat.

Q One of the authorized skills for amusement attendants is managing the time of others. Correct?

A That appears to be here, yes.

Q All right. And on page 10, amusement attendants are responsible for handling complaints, settling disputes, resolving grievances and conflicts. Correct?

A Where are you looking?

Q In the middle, resolving conflicts?

A Yes, that's listed here.

Q Right. They also are responsible a couple lines lower for scheduling the work of others?

A Yes.

Q And in your deposition, you were especially concerned because you had observed supervisors giving directions to subordinates. Do you remember that?

A I remember stating that, and I remember observing that, yes.

Q Okay. And in fact, even amusement attendants, also on page 10 towards the bottom, are also directing or providing guidance and direction to subordinates. Correct?

A It's listed as a work activity, yes.

Q And on page 13, amusement attendants, in the middle, are responsible for coordinating, or leading of others. Correct?

A On page 13, coordinate or lead others. How important is it to coordinate or lead others in accomplishing work activities in this job? It has a 33 for very important, and 20 for important. I don't know what that means.

Q Okay. And then on page 51 -- excuse me -- page 18, towards the bottom, one of the work styles associated with amusement attendants is to provide leadership. Correct?

A Where are you looking?

Q Third line from the bottom, leadership?

A Requires a willingness to lead, take charge and offer opinions. Okay, I'm reading that.

Q That's one of the traits associated with an amusement attendant?

A It is a work style rated at 54, yes.

Q Okay. Now in order for somebody like Butler to properly fill out their paperwork, the Department provides some instructions on how to do that, do they not?

A I don't know.

Q So if you look at Exhibit 4?

A Okay.

Q It is true, is it not, that you have never seen, nor reviewed the instructions for submitting an I-141 to get a prevailing wage? Correct?

A I don't work for ETA. I've never seen this.

Q Right. Same question for Exhibit 6, you have never seen or reviewed the instructions for filling out an I-142?

A Correct.

Q Same question for Exhibit 9, you've never seen or reviewed the instructions for filling out an I-129?

A Correct.

Q You are aware that each of these documents has wording to the effect, across the top of the first page, asking that someone like Butler actually take the time to read these in order to fill out the forms, as requested, do they not?

A What was your question?

Q These various instruction booklets have wording across the top of the first page, asking that Butler actually take the time to review this in order to properly fill out the forms. Correct?

A Yes, it says to read these instructions carefully to properly complete this form.

Q And you don't have any problem if Butler actually followed and relied on these, do you?

A I have a problem? I don't understand the question.

Q Would it be a reasonable thing for the Butler Amusements folks to actually read and follow the published instructions for completely and properly filling out the forms?

A It would be reasonable for them to follow the printed instructions.

Q And in fact, you don't really even know, because the regulations don't say, what the right test is for how to go about specifying someone's job code. Correct?

A Correct.

Q And given that the regulations don't specify the test, you don't even know how Employers are supposed to fill out a 9142, do you?

A That's not part of my job.

Q Okay. But it is part of the job of someone who wants to apply. Do you agree with that?

A It is part of the job of an Employer who wants to apply to the H-2B program?

Q Right.

A Yes.

Q Okay. Now you have never heard of the incidental duty rule. Correct?

A Correct.

Q You are not aware of any other programs that allow an Employer to have an employee, H-2B employee do incidental duties to what they were approved for. Correct?

A I'm not aware of that.

Q Nor are you aware of a dual position rule in which there is any guidance that talks about if someone is holding dual positions, how do you go about job coding them. Correct?

A I'm not aware of that.

Q A dual position might be, for example, let's say you want a pilot. But you want the pilot also to have an

engineering degree. That could be an example of what I'm talking about, a dual position.

You have never heard of any rules that talk about how to assign job codes when there are dual positions. Correct?

A I don't see how having a degree as a pilot would be two different roles. But I'm not familiar on what the term that you're using.

Q All right. Let's look at Exhibit 98. Do you recognize --

A I'm there.

Q Do you recognize Exhibit 98 as some extracts from the OFLC's frequently asked questions and answers right around the time that you were thinking about your audit, February of 2013?

A It appears to be a print out from an e-mail dated February, 2013, yes.

Q Okay. And if you actually follow the chain, the e-mail link wasn't working. So I had someone in my office coordinate with OFLC so we could get access to this. Look now at page four towards the bottom.

A Yes.

Q The next to the last paragraph, first sentence reads, "A combination of occupations for the tasks and skills listed in the job description are outside the norm of a

single occupation, and instead, are appropriate to a different occupation, may result in an additional point added to the work sheet. Do you know what that means?

A No.

Q That means that instead of giving a wholly different job code, you may get moved one grade higher from level one to level two or level two to level three. Do you understand that that can happen? That's an option here.

A I'm not familiar with the process of ETA in this. And I would feel uncomfortable answering, interpreting this document without having had the opportunity to look at it and read it.

Q Okay. You have never heard of a rule like that. Instead of a completely different job code, you can adjust. There's flex in the system based on what wage level is chosen. You've never heard of that. Right?

A Correct.

Q Now let's talk for a minute about willfulness. Your investigation, you have spent more than 100 hours investigating this file?

A I believe I testified to that in the deposition.

Q Okay. And you have also spent hours just researching the job code question. Correct?

A Yes.

Q And in point of fact, if you look at Exhibit 76,

page 30 --

A Okay.

Q -- at the top of the middle column, your boss, the Secretary of Labor estimated that the entire application process would take a little bit over an hour and 20 minutes. Do you see that?

A Yes.

Q You spent hours just determining the job code, didn't you?

A I wanted to be very certain that the violations that I cited -- the violation that I cited would be able to be evidenced by a different SOC code that I was selecting.

So I was very careful to spend time to look at the different occupations, review the associated job duties and pick the ones that best reflected the classified work that those individuals were performing.

Q Okay. You are aware that your determination letter has Mr. Brajevich's name, personally?

A Yes.

Q And it's also true that you do not know of any evidence that Mr. Brajevich knew what these fellows were doing in another unit. Correct?

A Correct.

Q You don't have any evidence to know whether Mr. Brajevich knew whether they were in or out of the job code.

A Correct.

Q I have shown you the 2009 prevailing wage determination guide that OFLC was using in 2013. It is true, is it not, that you are aware of no reason why Butler could not rely on that document when submitting their application.

A I don't know about the application process. I don't know how to answer the question.

Q Okay. You are also aware that from time-to-time, your peers in other carnival cases investigate issues and make determinations, and may or may not make comments associated with that. Correct?

A I'm aware of other investigations of Employers in the carnival industry conducted by Wage Hour, yes.

Q And are you aware that the Field Operations Handbook has a provision in it which indicates that Employers can rely upon non prosecutorial decisions in other audits? Did you know that that exists?

A Say that reference again, please?

Q Chapter 53, Your Honor, I attached this, I think last week to one of my documents, but Chapter 53 of the Field Operations Handbook has a provision in it indicating that the Wage and Hour Division acknowledges that one Employer can rely on the decision not to pursue, not to file a determination letter in another audit. Did you know that?

A No.

Q Did you know that that same portion of the Wage and Hour's Field Operations Handbook indicates that an Employer should rely on advice or comments that they receive from investigators on cases?

A Employers should rely on comments and advice that they receive from investigators, yes.

Q Because that's helpful. Right?

A I would hope so.

Q Except that you are under instructions not to actually put advice in writing, aren't you?

A The determination letter was in writing.

Q Right. I'm not talking about the determination letter. I'm talking about advice on compliance, instructions, recommendations. You are instructed not to put that kind of thing in writing. Correct?

A That's correct, yes. At an investigator level, we don't provide written guidance to Employers.

Q And in fact, your Division used to, for a long time, issue opinion letters, stopped issuing opinion letters to the public in 2009, and didn't resume that until about a year ago?

A That sounds correct, yes.

Q That was another way that Employers like Butler could get information to be able to answer complicated questions like, "How do we job code and how do we comply when

the rules don't even say."

MS. GORMAN: Objection. Calls for speculation.

JUDGE CLARK: Sustained. Rephrase your question.

BY MR. PIERCE:

Q Access to opinion letters is another way that Employers would get useful information to be able to comply.

MS. GORMAN: Came objection.

JUDGE CLARK: I'll let you answer that question.

THE WITNESS: Yes, I suppose.

BY MR. PIERCE:

Q And you don't suggest that Butler has a higher standard of care than what you personally have used when you have investigated this case, do you?

A I don't understand higher standard of care.

Q Well, you spent 100 hour. You have accomplished various things that you have testified about. You don't think that Butler had a responsibility to do even more than what you yourself did, given the unlimited amount of time for the last six years, do you?

A I would expect any Employer who is under investigation to spend as much time as they needed to defend themselves. It depends on the Employer. There are a lot of different factors. I don't know.

Q Okay. That's all I'm asking.

A Okay.

Q When Butler was under the gun, they're running a business. They've got to make a submission. They sign off on something that their agent has prepared.

You're going to expect that they're going to exercise more care than what you did, given the luxury of six years to investigate it. Do you?

A I don't know that I would compare an investigation with the submission of an application for workers. I don't know what goes through an Employer's mind when they are requesting H-2B workers.

Q Well, certainly you would say whatever you have done in your investigation was reasonable, would you not?

A My investigation was very reasonable.

Q Okay. When I had you in deposition a couple of weeks ago, you had never heard of the term, significant deviation. Is that still true?

A I've -- I've heard the term, significant deviation.

Q You are aware that is -- are you now aware that is a mandatory item to be able to make the case that we are here for today?

A Yes.

Q You were not aware of that two weeks ago. Correct?

A Using that terminology, I was confused by the terminology that was used during the deposition. But I am aware that the Employer was found in violation, and we found

them to be in violation in substantially failing to comply with the terms and conditions of the 9142.

Q Okay. I'm not asking about substantially complying. I'm asking about significant deviation.

A Okay.

Q Your testimony on page 144 of your deposition, which is Exhibit 41, was that you did not know if there was any evidence of a significant deviation. Do you remember that?

A Okay, yes, I remember that, the question, yes.

Q That is still the case today?

A Can you rephrase the question, or repeat the question for me?

A Is it still the case today that you do not know of any evidence of whether there was a significant deviation?

A Yes.

Q All right. On the issue of back wages, it is true, is it not, that in some of the witness statements, the guys thought that if they showed up at noon and came off the job at midnight, that they had worked 12 hours that day, even if they had six hours of breaks? Do you remember that communication problem?

A No.

Q You don't remember any examples of that occurring in the witness statements?

A Not that example, no.

Q Okay. When you decided that all of these nine workers had actually worked 40 hours to the man every week for 11 weeks, we never actually guaranteed that they were going to work 40 hours, did we?

A That was what was listed on the TEC.

Q That's not my question.

A Okay.

Q We never guaranteed that they were going to receive 40 hours every week.

A That's correct.

Q And in fact -- and I'll show it to you, if you like. But the 9142 said hours vary widely. They are not fixed or predictable. Do you remember that language?

A I will agree that that is in the 9142 without having to look at the exhibit.

Q Thank you. And that is just one way in which Butler was communicating we're not guaranteeing that these guys are going to work 40 hours. Right?

MS. GORMAN: Objection. Calls for speculation. She doesn't know what Butler was thinking.

JUDGE CLARK: Sustained. Rephrase.

MR. PIERCE: Okay. I'll move on, Your Honor.

BY MR. PIERCE:

Q And one of your reasons, as I understand it, for

down grading the fact that Butler voluntarily took on the responsibility of maintaining time sheets is because they invested even more overhead and even more resources getting them typed. Is that really your testimony?

A Say that again.

Q Is it really your testimony that Butler's time sheets are not credible because they invested more time and overhead to type them up?

A No. I think my testimony is that they looked suspect on their face because they were typed up. It doesn't have anything to do with how much time it took or didn't take to type them up.

Q But you recognize that they were investing resources to go the extra step to type them up. You recognize that. Right?

A I suppose it would take me hours to type little sheets of paper.

Q Of course it would. Somebody had to put that in?

A They had to?

Q Where do you think those came from?

A I don't know.

Q You didn't bother to ask.

A What was your question?

Q I'm serious. Did you bother to ask? You were there. Gena Tuttle, you interviewed her. She works in the

office, is involved in payroll. Did you ask her, "Where did these sheets come from, how are they generated?"

A I believe she in her statement, talks about how she typed them up.

Q All right. And did she -- you were there in the office. It was all laid out for you. Did you ask to see any documentation that corroborated what she was typing?

A I'm sure I asked for any and all records that would show me the hours worked by the employees, as we do in all our investigations.

Q And you would, of course, have documented that in your interview statement of her. Correct?

A That I asked for all the payroll records? Not necessarily, no.

Q Okay. Well, you were there talking to the person who is in charge of payroll for that unit. Why would you not ask that question?

A I think I just testified that I probably did. As a matter of course, as a Wage Hour investigator. It is an automatic practice to ask for any and all records that relate to time and attendance, payroll.

Q All right. And as a general rule, you accept that time sheets are more reliable for the most accurate method for tracking time, as a general matter?

A I would say each case is different.

Q You are aware that the Fair Labor Standards Act has a requirement for tracking of hours?

A Absolutely.

Q But it doesn't actually specify the method to be used, does it?

A No, it does not.

Q Does it specify that tracking of hours needs to be counter signed by the responsible employees, so there's not disputes in the future as to how many hours they worked?

A There is no requirement for counter signing.

Q So Butler was going above and beyond by having counter signing there to eliminate the possibility of disputes. Do you agree with that?

A I have no idea why they would ask employees to sign, or what the employees were thinking, or what Butler was thinking.

Q And you didn't ask anyone. Right?

A I didn't ask them what they were thinking when they signed, no.

Q No. When you were there, talking to Gena Tuttle --

A Yes.

Q -- or Kirk Vomburg, general manager or former general manager, you didn't ask him, "Well, why do you have these guys sign these sheets, what's the purpose of that," did you?

A No.

Q And your Exhibit I, the Administrator's Exhibit I, the first week for these nine gentlemen, you have them all working in either Yakima, Washington or Holtville, California. Do you have any evidence that any of those gentlemen were working at those locations during those weeks?

A No. Well, the reason, as I explained before, the reason I used those locations and the locality, the corresponding locality pay was based on the itinerary that was in the 9142.

Q Right. And we have gone over that, and I have shown you evidence as to which of the four areas of the itinerary employment they actually worked at.

Those areas of itinerary employment do not include Holtville or Yakima. Do they?

A What document are you referring to?

Q My Exhibit 28.

A I'm there.

Q Okay. Butch's Unit wasn't anywhere near Yakima, Washington or Holtville, California, was it?

A This is a summary, is that correct, of the documents provided to the -- to me during the investigation?

Q It is a summary taken from payroll records as to where these folks were working, that's correct.

A Okay, thank you for the clarification. What was

your question?

Q These nine gentlemen were not anywhere near Yakima, Washington or Holtville, California, were they?

A I don't know where Holtville is. But I know where Yakima is, and it's not close.

Q You would also agree that instead of pulling the number of 40 hours per week off of a document, it would be better to use actual work hours. Correct?

A For reconstruction, we typically use the most reasonable estimation. So if we have reliable, reasonable indication of what the actual hours worked were, yes, that's what I would go with.

In this case, it was what was on the signed 9142, not just a random document.

Q Okay. In those 100 hours or so that you spent on this file, how many of them were spent reviewing the payroll? Any idea?

A I don't know.

Q Was it any?

A Yes.

Q And when you converted the statement that 40 hours was going to be the new guaranteed amount, did you bother to see what the instruction booklet describes those numbers as?

A I don't know what you're talking about.

Q Okay. The instruction booklet that is marked as

Exhibit 6 --

A Instruction, okay.

JUDGE CLARK: I thought she testified she had never seen that.

THE WITNESS: I did. And I have not.

MR. PIERCE: Okay, that's fine.

BY MR. PIERCE:

Q The form itself says basic hours. Did you know that?

A As I have not seen it before --

Q No, no, no. The form, the 9142 --

A The 9142, okay, we're moving back to that.

Q -- says what are the basic hours.

A Okay.

Q Basic hours isn't defined, is it?

A Not that I know of.

Q It's not a guarantee, is it?

A No.

Q But you treated it as a guarantee by saying these guys worked 40 hours.

A I computed back wages for them based on a work week of 40 hours.

Q Okay. You also agree, do you not, Ms. Aguilar, that if these individuals are entitled to a higher wage rate, they are only entitled to the higher wage rate for those

hours when they were working in a different job code. Correct?

A Yeah, the back wages are based on when they were working in a different job code, correct.

Q But it's not reflected. I mean, you've got to be able to establish they actually spent every minute of every day in these other job codes. Correct?

A I think that -- I know that the case file shows that these employees were working full time in the other positions, and that's what I based my findings on.

Q Well, that's not actually answering my question. I'm not asking you if it's full time. You've got to be able to show that they spent every minute of every day working in the other job code in order to be able to pay them the higher rate. Right?

A I don't know that the standard of proof is that high, every minute of every day.

Q Well, you have agreed, did you not, that they only get paid for the higher code when they are actually working at that other job?

A Correct.

Q You are also aware that Butler did not request any experience, a higher level of experience as part of their application. Correct?

A I think you indicated that earlier.

Q And because they were not asking for a higher level of experience, that's exactly the scenario where a level one wage rate should be used, is it not?

A I do not know.

Q All right. You also agree, do you not, Ms. Aguilar, if hours are not available through the otherwise comprehensive time keeping method, it is reasonable to say we'll take the average of the hours that we do have for the week, and use that average, if we happen to be missing numbers in another week?

A If the time cards, or method of time keeping is reliable, and speaking hypothetically, and I'm reconstructing back wages, and if I have time cards for a representative sample, but I don't have time cards for a period in my current investigation, it is reasonable to take averages based on the assumption that the time period in which there are records, those records are reliable.

Q Okay. Now as to the CMP's, it is true, is it not, that you do not remember whether there was a basis for awarding the maximum available CMP's because of the provision in the regulations for matching up back wages? Correct?

A Please repeat.

Q You are aware that there is a provision in the 2008 regulations that allows maxing out of CMP's, if back wages are greater than $10,000.00. You're aware of that?

A Yes.

Q And you don't remember if that was the basis by which you max'd out CMP's. Correct?

A So as the investigator, I recommended the CMP's to the management at the time, correct. And what was your question?

Q You don't remember if the reason why they were maxed out is because back wages were calculated as greater than $10,000.00?

A I don't remember.

Q Okay. Look at Exhibit 76, page 46.

A Yes.

Q The right hand column, right in the middle provides seven factors, would you agree, were mandatory considerations in order to determine civil monetary penalties. Correct?

A Correct.

Q And when we go through these mandatory factors, you were able to tell me two weeks ago that you agree as to number one, that Butler had a clean prior history, no violations?

A I do, yes. And I want to clarify that these are not mandatory, but they are factors that we consider.

Q Well --

A We refer to them as mitigating factors.

Q Okay. But in your deposition, you referred to

these as mandatory.

A No.

Q Okay.

A If so, I'd like to clarify that. We refer to them as mitigating factors.

Q Is that the hang up, word choice?

A Mandatary, versus mitigating? Or, very different words?

Q Right. These seven factors need to be considered in all cases where civil monetary penalties were imposed. Correct?

A These are factors that I considered when computing and recommending the CMP in this case.

Q Were you required to consider them?

A I did consider them. I don't know if I was required to.

Q All right. As to item number two, you agreed in your deposition that there was only a small number of workers who were affected by this?

A Yes.

Q Correct. But you can't tell us how much that influenced the allocation of the maximum $10,000.00 CMP. Correct?

A Correct.

Q And as to the remaining factors, three through

seven, which cover a variety of things, you were not able to say what conclusions you drew as to any of those seven factors. Correct?

A I can't recall at this time.

MR. PIERCE: All right. That's all, Your Honor.

JUDGE CLARK: Thank you, Mr. Pierce. Ms. Gorman, anything further?

MS. GORMAN: Yes. Thank you, Your Honor.

REDIRECT EXAMINATION

BY MS. GORMAN:

Q Ms. Aguilar, early on in your Cross-Examination, we were talking about the distinction between Exhibits 15 and 16. And I don't think you were given the opportunity to actually explain.

These are Defendant's Exhibits -- Respondent's Exhibits, pardon me, to explain the difference. I think you began to explain that, and then, didn't get the opportunity to finish. So I want to just give you the opportunity.

So Exhibit 15 is an e-mail from Mr. Pierce to you dated in December of 2013, and Exhibit 16 is a cover page of an e-mail from you to Mr. Pierce in February of 2014. And then, it includes the Wage Hour Form 56, Right?

A Um-hum.

JUDGE CLARK: Does this ring a bell to you, Ms. Aguilar, because my understanding was you had talked about

you used the average wage or something to tabulate the difference between the two calculations, and you realized you had done something different?

And that was what I thought you were trying to clarify. If Ms. Gorman's question is different, that's what I remember you were talking about.

THE WITNESS: I believe it is a little bit different because in these two instances, I wasn't using the average. There was something that -- now I remember. The difference was that Marilu is on one of them and not the other.

BY MS. GORMAN:

Q And she is not included on the 56. But she is also not an issue in this case anymore?

A Right.

Q So and that was the only difference between them?

A The wage rates are different. The back wage totals per employee are different, including the fact that Marilu wasn't on the revised 56.

Q And is that because in Exhibit 15, you were using the rate for Santa Barbara County, and you were using a different prevailing wage rate for the 56 in Exhibit 16?

A I remember there being a mistake with the wage rates that I used for the first 56, and I don't remember specifically what it was.

Perhaps it was -- I think, to the best of my recollection, I used the wage rates that were in effect when I did the comps, and maybe not. I don't know. It was the wrong thing.

So either Mr. Pierce pointed it out, or I found it before, and I sent him the revised wage -- or revised 56 with an updated total.

And the reason that Marilu wasn't on it was that she had earned -- she was paid more by Butler than what I had computed for back wages using the revised updated rates.

Q Okay. So the 56 then, at Exhibit 16 was more reliable than the previous 56 that you provided to the Employer?

A Yes, I was trying to do a more correct version.

Q Right, okay. And you have revised your back wages since then, as well. Right?

A Correct.

Q Okay.

A Yeah.

Q And as they stand today for trial, do you have any concern that they are not as accurate as Wage and Hour can reconstruct back wages?

A I do not have any concerns.

Q Okay. Mr. Pierce also was asking you about no communication for four years in this case. Were you aware

that the enforcement of the H-2B program was interrupted by various court cases and decisions that were beyond your control?

A I was aware of that.

Q Okay. And were you given guidance then in terms of by management, either at the national level or the regional level to, if you will, suspend enforcement of H-2B for a period of time, sometime between 2013 and 2018?

A I was aware. I wasn't a manager at that time, and I had submitted my case as an investigator. So it was out of my hands for a long period.

Q Okay. But that was the reason why, right, is because the whole program was in an unsettled state?

A Correct.

Q There has been a lot of talk about Exhibit 28, Respondent's Exhibit 28, if you could go to that for a moment, please?

A Yes.

Q Did you receive this document during your investigation?

A No.

Q Seeing it here today, was that the first time you've seen this document?

A Yes.

Q And then I want to go to the TEC, which is Exhibit

C of the Administrator's Exhibits. And it's going to be C-13, page 20.

A Yes.

Q Okay. And this is the Employer's itinerary attached to the TEC. Correct?

A Yes.

Q We may have covered this, but I think this was a point during your Cross-Examination, as well. Can you tell me why you used the itinerary during your investigation to determine the prevailing wage rate due?

A Because the wage rates vary based on locality.

Q During your investigation, did this Employer provide you with any specific information as to where each employee was working during the period of your investigation, which geographic location employees were working?

A No.

Q Did you then use the itinerary in the TEC as the best evidence available to you, because you didn't have any information about where employees were specifically working? You used the information in the itinerary as the best estimate of the locations where employees could have been working during the 11 weeks or so of your investigation?

A That's correct.

Q Does the Wage and Hour Division enforce prevailing industry standards on the TEC?

A No.

Q Can prevailing -- are you aware that prevailing industry standards can trump the requirements that an Employer has when filling out and submitting a TEC?

A No.

Q Could any H-2B Employer have credit offsets from the back wages due?

A Possibly.

Q Regardless of whether they are exempt from the FLSA. Right?

A Yeah.

Q And does an H-2B Employer have to keep time records in order to comply with the TEC?

A It's not specifically required.

Q Okay. How does it help an Employer to keep specific time records?

A If they would like to show the actual hours that employees are working, they can do that with records.

Q And were you provided reliable records of actual hours employees were working in this investigation?

A I don't believe so.

Q Okay. And going back to the TEC, which is Exhibit C of the Administrator's Exhibits, I want to go to C-3, page 10. And under box (f), job offer -- I'm sorry.

Under job offer information and job description, it

says number of hours -- number of hours of work per week in number two. Do you see that?

A Yes.

Q Does that indicate to you in any way, shape or form the second hours?

A No. Well, it says basic next to 40.

Q Okay. And is there a distinction in your mind between basic hours and overtime hours?

A No. Well, okay, sorry. Basic hours, I would assume are hours 40 or fewer. Overtime would be any hours over 40.

Q So the word, basic, then you think applies to whether or not there are 40 or more hours, not 40 or less?

A I guess. I don't know.

Q You don't know, okay. As a Wage Hour investigator, you enforce the labor terms in the TEC. Correct?

A Yes.

Q Is the number of hours worked per week that an Employer promises to an employee, an H-2B non immigrant worker one of the labor provisions that you, as a Wage Hour investigator would enforce?

A Yes.

Q I just asked you whether an H-2B Employer is required to keep time records to comply with the TEC, and you said not necessarily. Then I asked you how would it benefit

the Employer.

And now I'm going to ask you the converse. How would it -- how would not having time records be to an H-2B Employer's detriment?

A If there were evidence collected during the investigation that employees worked -- said in interviews, for example, that they worked 60 hours a week, and that they were paid a flat salary and it wasn't enough to cover them, if they don't have time records to dispute what employees are saying, or other evidence gathered in the course of the investigation, that could be of detriment to them.

Q In what way?

A They wouldn't be able to prove that they weren't working those hours.

Q And their liability would be higher. Right?

A Yes.

Q Without a sustainable defense?

A Yes.

Q During the investigation, did this Employer ever ask for credits or offsets to the back wage liability?

A It wasn't part of a formal negotiation. As the investigator, I wanted the Employer to settle the back wages. And during the course of the investigation, and also part of our discussions after I presented the findings, were about these credits.

But they were never applied because the Employer wouldn't negotiate.

Q Wouldn't negotiate the back wages?

A Right. They wanted to settle back wages and CMP's at the same time, and I couldn't do that as an investigator.

Q Okay. Did you ever discuss credits or offsets with this Employer or their representative?

A Yes.

Q During the investigation?

A Yes.

Q What credits? Do you recall what credits or offsets you discussed with them, that I would assume they were asking for?

A Right. They were for the lodging and transportation, as I remember.

Q Do you remember any others?

A I don't recall at this time.

Q So the transportation, was that the incidental kind of once they get to a location, if folks need to go and do their laundry, that incidental transportation?

Or, was it the inbound or outbound travel from their home country?

A I don't remember.

Q It could have been either?

A Yes.

Q Okay. So the lodging offset, what did you tell this Employer during the investigation when they brought up a credit or an offset? I'm using the terms interchangeably, and I don't mean to confuse you.

But what did you tell them when you were discussing the lodging credit or offset?

A That we wouldn't allow it.

Q Why?

A Because it was for the benefit of the Employer.

Q Okay. Was there any other reason?

A I don't remember if we discussed another reason why we wouldn't allow it.

Q Did you ever inspect the lodging that this Employer provided to their H-2B employees?

A No.

Q Did you ever go inside the lodging?

A No.

Q Okay. Have you been involved in any cases whether the FLSA was in the mix or not, previous cases where an Employer was asking for a lodging credit, and you approved the lodging credit?

A Yes.

Q What is required when you -- and to take your ADD hat off and to put your investigator hat back on -- what did you look at when you previously in previous Wage Hour cases,

approved a lodging credit?

A It would have to be reasonable. It would have to be actual cost. It would have to be -- the employee would have to have a choice whether or not to partake in that, and it would have to meet health and safety standards.

Q Did this Employer provide you any information during your investigation that the lodging that they provided to their employees was at a reasonable cost?

A I don't think so.

Q Did this Employer provide you -- I'm sorry. I think I misstated. I'm going to ask that question again.

Did this Employer provide you any information during the course of your investigation that the lodging that they provided to their employees was reasonable?

A I don't know.

Q During the course of your investigation, did this Employer provide you any information that the lodging that they provided to their employees was at actual cost?

A I've seen the cost basis here, and at the deposition. I don't know if that was provided to me before. I don't remember.

Q Did the Employer here provide you with any information during your investigation that the lodging that they provided to their employees met health and safety codes?

A No.

Q Did the Employer here provide you with any information during the course of your investigation that the lodging that they provided to their employees was given at an employee's -- was provided at an employee's choice? An employee had a choice to either accept or decline the lodging?

A No.

Q With regard to transportation, even though you don't, as we sit here today, you can't remember which type of transportation it was, whether it was the incidental transportation or the inbound or outbound transportation -- there was discussion about the outbound transportation here.

During the course of your investigation, did this Employer ever provide you with information regarding the transportation offset that they were seeking, and the actual cost of that transportation?

A I don't believe so.

Q Does the Wage and Hour Division enforce DHS regulations, Ms. Aguilar?

A No.

Q I'm going to ask you to turn to Exhibit 96 of the Respondent's trial Exhibits.

A Yes.

Q Okay. Can you please read the -- this is a table, and there are three lines on the left hand side. Then before

the table begins, there is a line that is centered. Can you please read that line?

A This guidance does not supersede the INA or H-2B regulations.

Q Thank you. And Exhibit 101, can you please read the language that comes with this exhibit that's underneath the WHD H-2B, side-by-side comparison of the 2009 and 2015 rules?

A This guidance does not supersede the INA or H-2B regulations.

Q Thank you. You had a pretty extensive discussion with Mr. Pierce about these two exhibits. And we can go to the actual line which I think we were talking about.

You were talking with him about certified occupation on both of these documents.

But my question to you, whether you want to refer to that or to something else in this, is the Wage and Hour Division precluded from charging a substantial failure violation of the H-2B reg's?

A No.

Q With regard to Exhibits 96 and 101, is there anything that you're aware of with those exhibits, either at the time that they were discussed in your deposition, or as you sit here today, is there anything in these documents that suggests that the guidance in these documents in any way

trumps or overrules the requirements of the TEC, the 9142?

A No.

Q Isn't it true that whenever you find a violation of an attestation in the TEC, there will always be a statement in the TEC that the violation found conflicts with?

A Yes.

Q So the idea that the violation occurs at one point for a substantial failure violation, and at another point of time, for a willful misrepresentation violation, it's always going to be after the TEC has been approved. Correct?

A Say that again?

Q I think you answered my question the first time. I think I'm just going to -- I believe that you just testified that the Wage and Hour Division can charge a substantial failure violation of the TEC. Correct?

A That's correct.

Q What is that based on?

A When they don't comply with the attestations signed off on the TEC.

Q And that non complying part would come after the TEC has been approved. Correct?

A Yes.

Q Because you, as a Wage and Hour investigator, need a TEC that has specified standards to compare against what the Employer is actually doing?

A Yes, it has to be certified, absolutely.

Q Right, a certified TEC?

A Right.

Q Exactly. Certified by not Wage Hour, by other federal agencies?

A Correct.

Q Okay. And you and Wage and Hour have their delegation of authority. And they enforce the Labor Standards portion of the TEC?

A That's correct.

Q Okay. Then there was a fair amount of discussion about the specific job duties of the three non RAA jobs that we've got at issue in this case, the truck drivers, the supervisors and the shop workers.

Why did you conclude the truck drivers were not the same as RAA?

A There is a separate SOC code for a semi-truck driver that very much lists the duties, the requirements of driving a semi-truck, not as incidental or low-rated duty, but as a primary duty of that job.

Q Why did you conclude that the supervisor position was not the same as a recreation and amusement attendant?

A Because there was another SOC code that is more closely aligned with the position of the supervisor.

Q And does that SOC code list the duties of a

supervisor?

A Yes.

Q And during the course of your investigation, did you determine that those H-2B workers who you determined were performing supervisory duties were more closely aligned with the supervisor SOC, the job duties in the supervisor SOC code?

A Yes.

Q And why did you conclude that shop workers were not the same job duty as the recreation and amusement attendant position?

A The shop workers, I selected a distinct SOC code for, because there is a SOC code that more closely aligns with the primary duties that were performed by those individuals.

Q What responsibility does an H-2B Employer have to accurately define the job position?

A They're signing off that it's true and correct when they sign the 9142. So it's their responsibility, just like all the other information in that, that it's true and accurate.

Q There was discussion, also, with Mr. Pierce about the amusement driver, and amusement mechanic. Do you recall that line of questioning?

A Yes.

Q Okay. And there were -- I think it's Exhibit 51, which is the 393091 SOC code for recreation and amusement attendant.

JUDGE CLARK: That's Employer's 51?

MS. GORMAN: You don't need to. I'm actually just referencing that part of the Cross-Examination. You may want to, and that's fine. But let me ask my question.

THE WITNESS: Sure.

BY MS. GORMAN:

Q Do you think that if an Employer wanted to accurately determine the job duties of a semi-truck driver for an amusement and carnival operation, that the search for an amusement driver, quote/unquote, open quote, amusement driver, closed quote, would be an appropriate search in ONET in order to determine what the job duties of that position were?

A No.

Q Why?

A Because the primary duty of the driver, even though they're hauling rides, is to drive. So I would put in driver or truck driver or semi-truck driver.

Q Why do you think the inclusion of the word, amusement, would somehow not yield accurate results?

A Well after the second or third time putting in the word, amusement, it's clear that the only job title that has

amusement in it is amusement and recreation attendant.

Q During the course of your investigation, you looked at SOC codes in this case. Correct?

A Yes.

Q And you spent some time looking at SOC codes?

A Yes.

Q Did you ever see a job position with the word, amusement in it that was not the amusement and recreation attendant job position?

A No.

Q Would an airline pilot be eligible to enter the country and work under the H-2B program?

A I don't believe so.

Q Why?

A I think the H-2B program is for low-skill, entry-level work.

Q By definition, right?

A Yes.

Q When you made your determination in this case of the violation, did that determination include naming Michael Brajevich personally?

A Yes, he is on the determination letter.

Q Why was he named personally?

A Because he signed the 9142.

MS. GORMAN: Thank you. Nothing further.

JUDGE CLARK: Anything further?

MR. PIERCE: I do have a few.

RECROSS-EXAMINATION

BY MR. PIERCE:

Q Ms. Aguilar, following up on those topics, I wrote down and I heard you say that the reasons why you were adjusting your back wage calculations late '13 going into 2014 was using revised, updated rates. There weren't any updated rates, were there?

A Not updated by ONET or OFLC data center. And again, I'm going off of my memory. But the way I remember the sequence of events was having a conversation with you, presenting the back wages.

I believe there was some kind of a dispute about the calculations, revising them and giving them to you, revised numbers in February.

Q Okay. Look at my Exhibit 68.

A Yes.

Q Do you recognize this as basically a screen shot for what data bases are available from the OFLC historical data base?

A Yes.

Q So those wages that are relevant to this case are right in the middle, July '12 through June of 2013. Correct?

A Yes.

Q They weren't updated again until the next year. So when you were looking at these numbers, there was no revision in late '13 going into '14?

A No. That wasn't my testimony. I don't think that OFLC data was different. I think I made a miscalculation, if I remember correctly, based on the numbers that I chose to use in my first computation.

It wasn't that they had been updated and I found out later, it was like, "I made a mistake, here's the revised version."

Q Okay. I heard you say that we did not give you any evidence at all as to where these folks worked. Do you remember saying that?

A Um-hum.

MS. GORMAN: Say yes.

THE WITNESS: Yes. Sorry.

BY MR. PIERCE:

Q Why don't you pull out Exhibit 26?

A Yes.

Q Do you remember getting a series of e-mails from my assistant to which we attached 35 separate locations with payroll information, each PDF being its own payroll location? Do you remember that?

A I remember receiving the e-mail with the records from your assistant. And I don't remember how those were

provided to me. I mean, I remember it was e-mail, but I don't remember the designation that you're talking about.

Q I sent you a courtesy copy of the document that we had developed in house identifying Bates number so-and-so. That's the location that these records apply to. You don't remember seeing that?

A No.

Q Okay. So look at the very first page of Exhibit 26. See it?

A Yes.

Q So that's the external envelope in which these pay stubs were found, Indio, California. Did you realize that?

A Yes, it says Indio.

Q Right. And if we keep going through here, here's another Indio, second week on page 26.

A Okay.

Q They're different weeks.

A No, they're the same.

Q No, they're not. Looking on page two --

A It looks the same to me.

Q Look on page two. You see a pay week starting there of January 28th?

A Yes.

Q Then you go to page 27, the pay week is starting on February the 4th.

A Right. Page 26 looks to be the same as page one.

Q A different week for the same location, Indio, because the unit didn't move.

A Okay.

JUDGE CLARK: I'm sorry. Go ahead. I apologize. Go ahead.

BY MR. PIERCE:

Q And we can -- here's another one, Indio again, page 65, yet another week at the same location. And then if you look at the pages that follow and do what I did in Exhibit 45, see Exhibit 45?

In Exhibit 45, we've pulled out the recorded working hours per week, identifying the location based on a packet in which that information was found. Do you see that? And then it's cross referenced.

MS. GORMAN: Wait. Can she answer the question, please?

THE WITNESS: Where is the packet? I don't see reference to a packet on Exhibit 45.

BY MR. PIERCE:

Q See on Exhibit 45 underneath of every hourly entry, there's a Bates number that's six digits long.

MS. GORMAN: Exhibit 45?

MR. PIERCE: Exhibit 45 has hours per week for each of the nine gentlemen.

JUDGE CLARK: A chart, correct?

MR. PIERCE: Yes.

JUDGE CLARK: So for line number one, it says Indio number three, 11 through 17 February, and there's a six-digit number in that first box. Is that what you're talking about?

MR. PIERCE: Zero, zero, zero, one, three, zero.

BY MR. PIERCE:

Q Do you see where that is?

A Yes.

JUDGE CLARK: And Mr. Pierce, what is your question about that now?

BY MR. PIERCE:

Q If we go to that page in Exhibit 26, that gentleman, Saul Estadillo counter signed the time sheet indicating that he worked 37.5 hours that week in that location. Correct?

A Yes. Well, he signed. There's a signature on there, and there's a record, description of hours, yes.

Q Okay. So we did give you exactly where these guys worked. You just had to do some work. Right?

A There were a lot of records that you provided, and they did look a lot -- they looked like this. They were in fact, these records, and they were provided in PDF.

And given your summary, some of the records are Bates stamped, for example, Gustavo, the second gentleman.

I'm looking at the third column from the right. Looks like he has 38.5 hours on here, and there's two different Bates stamped documents. One is 000495. The other one is 001214.

So in order for me to be able to find those 38.5 hours, which I already indicated in my testimony that I don't find credible, I would have to go through 900 different pages to be able to find them within the records that you provided.

Q Isn't that your job?

A Usually records are provided in a way that makes it more obvious what -- let me rephrase. If I had given credence to the hours that the records were purported to show, I would have done the many, many hours it would have taken to have gone through this.

But since I didn't give credence to these hours, it was not a good use of resources for me to go through and spend hundreds of hours to try to pin down the portion of the page relevant to that particular individual's purported time records.

Q Well, except that it wouldn't have taken you hundreds of hours to do it. Would it?

A I don't know how long it would've taken. I do remember having discussions with my supervisor about the records and how they were produced, and getting advice, and determining the best course of action on how to proceed with the case.

Q Okay. And they were produced to you exactly in the way that the Butler organization maintains them. You realize that.

A Okay.

Q You didn't want us to specially mix them up for you, did you?

JUDGE CLARK: That's argumentative.

THE WITNESS: Mix them up? No.

JUDGE CLARK: Don't answer the question, Ms. Aguilar. Mr. Pierce, can you move on to something else, or ask another question?

BY MR. PIERCE:

Q Now on your testimony regarding the bunk housing, all the items that you testified to, whether it's the employee's choice, whether there's a health and safety code, something like that, those are all FLSA concepts, aren't they?

A Factors we look at when we are deciding whether or not to provide credit to an Employer for lodging.

Q And where in the 2008 regulations does it say you won't provide bunk house credit if there is no employee choice?

A It doesn't say that.

Q Where does it say in the 2008 regulations you won't provide bunk house credit if there is a health or safety

violation?

A It doesn't say that.

Q You also gave some testimony to Ms. Gorman about what was the primary duty of these individuals, or what was most closely aligned with their job duties.

My question is where, in the 2008 regulations, does it lay out the primary duty or the most closely aligned test, as you testified to?

A It's not in there.

Q What guidance document establishes the primary duty or the most closely aligned test, as you testified to?

A I'm not familiar with guidance documents.

MR. PIERCE: That's all.

JUDGE CLARK: Ms. Gorman, anything further?

MS. GORMAN: No. Thank you, sir.

JUDGE CLARK: Ms. Aguilar, you are done. Thank you so much. You can step down.

(Witness excused.)

JUDGE CLARK: Okay. It is 10 to three. We are going to take a brief recess, then call our next witness, which is Mr. Huaracha. Correct?

MS. GORMAN: Actually, no, Your Honor.

JUDGE CLARK: Who is our next witness?

MS. GORMAN: The Administrator rests.

JUDGE CLARK: No further witnesses, okay. I have a

quick question. I should have asked this first thing this morning. At the prehearing conference, we discussed stipulated facts.

As I understood, Ms. Gorman had submitted something to you, Mr. Pierce. And you hadn't had a chance to look that over and review them. Did you forget to give me stipulated facts? Or, were you not able to reach them in this matter?

MS. GORMAN: The latter, sir.

JUDGE CLARK: Okay.

MR. PIERCE: I reviewed them, and there wasn't a basis where we could.

JUDGE CLARK: Okay. The Administrator has rested their case, a little unexpected without Mr. Huaracha. Are you prepared to start your case at 3:00?

MR. PIERCE: I need to get a couple guys on the phone.

JUDGE CLARK: Are you going to call them first before Mr. Brajevich?

MR. PIERCE: Yes.

JUDGE CLARK: Okay. We will be back on the record at 3:00. I'll come back at three. We will arrange to get the people on the phone starting at three. So we're going to take a break until three. We're off the record.

(Off the record.)

JUDGE CLARK: We are on the record after a break.

The Administrator has rested their case.

We are starting with Respondent's case at this point. Mr. Pierce, would you care to make an opening statement?

MR. PIERCE: No.

JUDGE CLARK: Okay. We have a witness who is testifying by telephone. Mr. Nittler, are you there?

MR. NITTLER: Yes.

JUDGE CLARK: This is Judge Clark. I'm going to go ahead and swear you in as a witness. Mr. Pierce is going to ask you questions, and Ms. Gorman is going to ask you some Cross-Examination questions.

We are recording everything that is said here. And you are on a speakerphone, but it's really difficult to hear you, and I think you're probably having a hard time hearing us, too, a little bit. So you keep your voice up, and we're all going to keep our voices up. Okay?

MR. NITTLER: Yes.

JUDGE CLARK: You need to talk louder than you normally would. It will probably seem awkward because you're talking into your phone. But you need to keep your voice up as loud as you can get it for us. All right?

MR. NITTLER: Okay.

JUDGE CLARK: If you could raise your right hand?

MR. NITTLER: Yes.

Whereupon,

STEVEN NITTLER

having been first duly sworn, was called as a witness herein, and was examined and testified as follows:

JUDGE CLARK: Would you state your name and spell it for our record?

THE WITNESS: Steven A. Nittler, S-t-e-v-e-n, A, N-i-t-t-l-e-r.

JUDGE CLARK: Okay. Thank you. And Mr. Nittler, as I said before, Mr. Pierce is going to ask you some questions first. You have to speak out loud. And because we're recording everything, you have to say yes or no. You can't say, "Uh-huh," or "Uh-uh." Plus, we can't see your head, anyway, if you were to shake your head. So make sure you use yes or no. Okay?

THE WITNESS: Yes.

JUDGE CLARK: If you don't understand something, let us know and I'll have our attorneys rephrase the question. Okay?

THE WITNESS: Yes.

JUDGE CLARK: Okay. And if somebody makes an objection, just stop talking and I'll let you know whether you can answer the question. Fair enough?

THE WITNESS: Yes.

JUDGE CLARK: Okay. Mr. Pierce, go ahead.

MR. PIERCE: Good afternoon, Mr. Nittler. You have been introduced.

DIRECT EXAMINATION

BY MR. PIERCE:

Q Can you tell us where you're sitting, or where you are based today?

A I'm at my office at 2270 Douglas Boulevard, Roseville, California.

Q And what is your profession, sir?

A Certified public accountant.

Q How long have you had your license?

A Since 1982.

Q And we have marked a copy of your resume as Exhibit 23.

A Excuse me, since 1981.

Q All right. We'll give you credit. How long have you provided CPA-related services to the Butler organization?

A Since -- since 1986. It could be since 1985.

Q Do you have a broader based practice that goes beyond just the Butler Company?

A Yes.

Q How big is your practice?

A Approximately 250 clients.

Q Are you happy that April 15th has now passed?

A Yes, but a large backlog.

Q All right. Now in the course of your working with the Butler organization, what is your role? And what kind of records do you wind up with?

A Okay. I'm the outside certified public accountant. And that entails primarily tax work. And then supporting the tax work, we also prepare the general ledger.

And in our efforts to prepare the general ledger, we receive detailed information from each location, and we take that information and record it. And that includes both checking account information, credit card information, and cash transaction information.

We end up with one go-to source for all the transactions for the year. And that general ledger source is what we use to justify the preparation of the tax returns.

Q Now if I was to ask you to focus on the year 2013, is there some way for you to quantify how much substantiation or supporting documentation that you would wind up with for the Butler company?

A Yes. If I were to stack one page on top of another page in a nice, neat, orderly stack, it would be about six feet tall. So that's, I don't know, 25, 30,000 pages.

Q And that's each year?

A Each year. It takes 2,500 to 2,800 hours a year to document and prepare the general ledger accounting and then, all the tax work.

Q And this is the full-blown accounting services, where you enter notes and things like that into the file?

A Yes.

Q In the course of your work preparing the taxes, et cetera, do you have access to the Butler financial information?

A Yes. I mean, the word, financial information, is a big word. It encompasses a lot of things. But, yes.

Q And did you, at my request, identify some information that would be relevant to identifying and qualifying the Butler company for the FLSA exemption?

A Yes.

Q And there are two exhibits. I sent you some exhibits in advance. You have those available to you?

A Yes.

Q The first exhibit, Number 20, can you describe what material you put together in Exhibit 20?

A Okay. Hang on. So Exhibit 20 is a one-page, one-sentence document that says this is a collection of confidential financial documents that provides the source material for populating the Respondent's exemption from the Fair Labor Standards Act as calculated in Exhibit 21. So do you want me to comment on 21?

Q And then there is -- should have been about 115 pages of source material attached to Exhibit 20?

A Yes.

Q And what source material did you gather that fills out the remainder of Exhibit 20?

A Okay. All right. Exhibit 20 has a spreadsheet on top that is two and a quarter pages long that lists each location for the 2012 year that's the basis for the 2013 calculation.

And the revenue by location is broken out between rides, concessions, which means games, and food, and the supporting detail for each of the numbers in the summary of each location is a collection of two months worth of documents. So we took two months as a sample, and pulled the location summary for that location.

So those are the actual source documents that come from the field to us to record the revenue for that week or that location.

We didn't pull the whole year's worth of documents -- they're available -- because that would be a mountain of paperwork.. So we did two months.

So that's Exhibit 20, the summary spreadsheet on top of all locations, and then two months worth of detail to prove it for the months of March and September behind the spreadsheet.

Q Okay. And based on your source material and your knowledge of the Butler operation, were you able to complete

a calculation as reflected in Exhibit 21?

A Yes.

Q And where did you go? You talked about having the detail for March and September, I believe. Where did you go to be able to get the numbers that are reflected in Exhibit 21?

A Okay. On the summary spreadsheet, the first several pages of Exhibit 20, that is the location by location revenue. And that revenue is supported by a location summary from the field.

And we took all of that information for the entire year, all the locations for the whole year, the put it into that spreadsheet summary on Exhibit 20. And those are total by month.

So the revenue totals by month on Exhibit 20 are then rolled to Exhibit 21.

So all these revenue numbers are based on all the information that comes from the field by location.

Q Okay. Could you walk us through the calculation that is reflected in Exhibit 21?

A Okay. Exhibit 21, we took the monthly revenue, and you'll see in the third column from the left, January, February, March, April, May, through December.

And the fourth column over is the actual dollar amount of revenue for that month. The month of January had

no revenue. That's what the reference A stands for.

The month of February had SEALED. You can see that. The grand total for the year is the SEALED

Once we had all 12 months month-by-month, we then allocated the six lowest to the fifth column, and the six highest to the sixth column, and then did the mathematics for the FLSA of the six lowest and the six highest, and then arrived at the SEALED

Q And that is your understanding of the formula for determining the FLSA exemption for an amusement operator?

A Yes.

MR. PIERCE: And Your Honor, I would move for -- I'm not sure what -- confidentially or something. These numbers are highly proprietary. If a transcript is prepared, I'd like to be able to do something to protect these numbers which we will be hopefully out of here when completed.

JUDGE CLARK: Okay. Ms. Gorman, any objection to that?

MS. GORMAN: No.

JUDGE CLARK: So what I'll do is I'll order that portion of his testimony and these two exhibits, I'll order them sealed, pursuant to FOIA.

Then you'll have a chance, if somebody were to seek that information. The FOIA exemption is determined at the

time somebody makes a request for the information.

But I will find that it should be sealed at this point, and that the FOIA process -- you'll be notified that somebody wants the information, and you'll be able to litigate it at that point, because that is done through a different part of my office.

MR. PIERCE: Okay.

JUDGE CLARK: Does that make sense? So I'll make sure that I make a note that Respondent's Exhibits 20 and 21 and the examination of Mr. Nittler regarding the revenue numbers are sealed per FOIA exemption.

MR. PIERCE: Yes.

JUDGE CLARK: Okay. Thank you.

MR. PIERCE: You're welcome.

BY MR. PIERCE:

Q And Mr. Nittler, the final number, SEALED that was your understanding that that would qualify because it was lower than a third?

A Yes.

Q Let's move now to the bunk house issue. And I had talked with you about how much effort it would take, and how much material you had that would substantiate the bunk house cost. Could you describe how much volume we would be talking about to be able to track down information related to the bunk house cost?

A Yes. The calculation of the bunk house cost is if we were 100 percent detailed out in every aspect that we possibly could, it would probably be thousands of pages of detail work.

And that would, of course, take countless hours.

And that is also assuming that the records that the Butler organization maintains has the documents, you know, the underlying documentation from the field exactly in that way.

So for anything that isn't exactly in that way, we would have to use alternative methodologies to determine what an allocated cost would be, one of the allocated elements of cost of bunk houses.

In an effort to calculate an accurate number, we did go to the use of some calculated estimated numbers.

Q And if the counsel for the Administrator had wanted to come and look at this sizeable packet of material, you would have made that available to her?

A Yes.

Q And it was based on your review of that material that you were able to come up with a calculation for the bunk house cost?

A Yes. Our review starts with the general ledger because that's the document that contains all of the recordings of the various expenditures.

And then you can -- anyone can certainly take the general ledger and go identify the actual document. And then we can go pull the actual document to show it, like for instance, if there was a particular invoice.

In my effort to calculate the bunk house cost, I relied on the general ledger without reviewing the underlying documents much, because we recorded the general ledger from those documents. So it would just be redundant work if somebody did that.

Now all that documentation is available, if anyone wants to see an actual item of it.

MR. PIERCE: Let me shift you now to the calculation in Exhibit 31. And Your Honor, for your benefit, there are several copies of the calculation. There is a legibility issue in the original version. So we inserted a slightly different version to make it more readable.

JUDGE CLARK: Okay.

BY MR. PIERCE:

Q Could you walk us through what it is that you are measuring here in Exhibit 31 related to the bunk house?

A Okay. The spreadsheet that I have in front of me has one, two, three, four, five, six, seven, eight, nine, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25 columns. And the columns start on the left with a bunk house, a VIN number, you know, for identification purposes.

The operating unit, the calculation number, one, two, three, four, five, that's just for us to numerically identify which one we're dealing with.

Then there is acquisition and depreciation information. Then we start with the cost. Now the cost column, one, two, three, four, five, six, seventh column from the left is a number that comes from the depreciation schedule.

The depreciation schedule is an accumulation of equipment from year-to-year that is the acquisition and disposition from the inception of the company through 2013.

So we went and identified in the depreciation schedule, bunk houses, and put them on the schedule, this spreadsheet. So there are 24.

One, two, three, four, the fourth column from the left shows the number we assigned, and they're in numerical order, one, two, three, four, all the way up to 24.

The next column over shows the date acquired. So we could go to the depreciation schedule and identify that bunk house.

Now if you go to the first bunk house, on the left, it says -- of the spreadsheet, it says 997 deck bunk house, 48-foot. All right.

One, two, three, four, five, six, seventh column from the left, it says the cost, and you'll see that on the

heading of that column. It'll say cost is 30,000. That's the number that we can trace to the depreciation schedule.

So in 1996, there was the purchase of a bunk house for $30,000.00 that's sitting on this depreciation schedule.

Going through this list, there are 24 acquisitions of bunk houses.

Q And the goal of this process was to confirm what the cost basis was for providing of the bunk houses in 2013?

A Yes. Correct, in 2013, that's how many bunk houses we had supported by the depreciation schedule.

The columns to the -- oh, I'll continue going down the cost column. So in determining the cost of operating bunk houses, there are more elements, besides the bunk house itself.

There's -- sometimes, there is an additional trailer cost that has to be added to it. More currently, bunk houses and trailers are built together.

But that doesn't mean that in the past, the bunk house and the trailer were built. They were invoiced together. So we did have some cases where invoicing for the bunk house and for the trailer were separate. And my schedule here takes that into account.

So bunk house number one, the 97 deck, we had a cost of 30,000, and we didn't have a separate trailer cost. In other words, the trailer cost was included in the cost of

the bunk house.

And then, we had a 2010 air conditioner purchase which was associated to that bunk house.

And then, we had the semi-tractor, the Freightliner that pulled the bunk house.

Most of these bunk houses are of a size that requires a pretty hefty tractor to pull them. A pickup truck won't do it. You know, it's a safety issue among other things.

When you look at the first item, the first bunk house, the total cost is 78,339.

So we created the total cost for every bunk house, and basically, it is those elements. It is the bunk house, the tractor and then, if there were additional costs, like an air conditioner or something.

All right. After we calculated the total cost of each bunk house, we then created, calculated a current depreciation. And some of those bunk houses are old enough where there is no longer a current depreciation.

And then, some later down the list were more recent purchases, where there still is depreciation.

If you look on that first one, we're showing a depreciation for the air conditioner. It's in column D, if you can see that, Current Year Depreciation, column D, as in dog. It says $1,083.00. And then, the semi depreciation is

6,441.

The next column over is just the total accumulated depreciation we've taken from the date of purchase forward.

The next column over, starting with the column that's marked M, repair/maintenance bunk house, from that point to the right, these are costs that are associated with operating the bunk house. So they'll be allocations of repairs and mattresses, insurance, fuel, driver cost, certain taxes.

So starting with the column M that says repairs, maintenance bunk house, what we did there is we went to our general ledger and we took the total amount of bunk house expenses for repair and maintenance.

And if you go to page two of this spreadsheet, a little bit below the middle of the page, you'll see a number in that column of 126,905. So that's a number off the general ledger.

So we allocated that evenly amongst the bunk houses, except for one that we could specifically identify to a particular bunk house.

The next column is also an M column. It says mattresses. So those are obvious. You know, they're mattresses that we had expenditures for that we specifically knew they were mattresses. So we allocated those out evenly.

The next column says insurance. Now insurance, we

allocated insurance on the tractor. We didn't allocate any insurance for the bunk house. We should have.

The way the insurance invoices are, you don't just get to go to the insurance invoice and pick out bunk houses.

So the tractors are easier to pick out and calculate some kind of an average number for all their tractors and apply it here. Bunk houses, no.

So we were conservative in that regard, and didn't show an insurance.

The next column over says T, repair/maintenance for trucks. So that's for the tractor. And that number was calculated through an allocation of insurance. Oops, wait. Let me cut my calls off here. That's al allocation from the 2013 general ledger, and it's allocated evenly.

When you consider that we have, you know, these tens of thousands of pages, and these receipts that come to us in all shapes and sizes, and they're from the field, so these are people that are out there scrambling all the time, and they don't necessarily take a particular little receipt, and identify, you know, which tractor it is or which bunk house, if it was a repair item. They just pay the bill.

So there are plenty of times, the majority of the time, probably, where we don't have a specific reference to what it might be on a receipt. That's why we ended up doing an average allocation.

What we do know from the general ledger is there was 83,504 of repair/maintenance for trucks. Now that's the allocated trucks. That's the allocated total cost of the repairs.

The next column over says T, fuel. And for that first bunk house, it says $5,967.52. So it obviously takes fuel to transport a trailer from location to location.

And that calculation of fuel is based on some work that Tom Shobaken does on tracking miles for his Department of Transportation reporting. And we created an allocation based on Tom Shobaken's report. It is conservative.

If you go to page two of the spreadsheet, a little below the middle of the page, it'll say 118,767. That's the allocation of the fuel cost for the tractor heads going back and forth with the trailers. My impression is that that's a conservative number, also.

When Tom Shobaken does his calculations for the Department of Transportation for multi-state allocations for tractor and trailer usage, he will come up with his methodology to come up with numbers that might be double that, for instance. So we were conservative on our application.

Fuel costs, also, when you have a -- this gets a little confusing. Actually, I think I'll save that comment for a little bit later on where it might make a little more

sense here.

A little bit later on is the next column, driver cost. Okay. Driver cost, if you go down to the second page in the middle, it says 245,376.

The driver cost is a calculation that we did of $600.00 a week gross pay, plus payroll tax is at nine percent, plus a 33 percent workers' comp, for 36 weeks, which is on average, that's conservative and then, for eight drivers. Okay.

Well, obviously, having 24 bunk houses at one point in time, it's going to be a lot more than eight drivers. And when you look at how that would work, if you were jumping from one location to the next location, and it's 50 miles, one driver can go back two, three, four times. So you don't need as many drivers for that day or that week for that bunk house.

If, however, you're driving from -- jumping from Sacramento to Idaho at 6 or 700 miles, you would need 24 drivers to transport 24 bunk houses.

So it's -- using eight drivers is certainly conservative. I'm not sure what the exact number would be. That's one of those areas where we would have to dig into some detail and try to figure out the number of drivers per jump that were working.

So when we take that 245,000 and allocate it out,

that's the $10,00.00 -- $10,224.00 driver cost.

Now there is another element to be conservative of this, and that is the allocation of workers' comp. We use an overall allocation rate of 33 percent, which is also very likely conservative.

Because each state has their own workers' comp or you pay workers' comp separately in each state, some states have a workers' comp rate like Washington and Idaho, Arizona have workers' comp rates that are, let's say one third of what Butler pays in California.

So Butler in California, if you pay an employee $1,000.00, workers' comp, depending on the year, can run, you know, $800.00 on a thousand in wages.

So when we do our calculation here, we will certainly be conservative in how much the workers' comp allocation to drive cost would be.

The next column over, the next two columns are some of the taxes related to having tractor heads. So they're fairly small numbers. But they're based on allocations that Tom Shobaken gives us.

And then, going further to the right, there's a licensing cost to the Department of Motor Vehicles for trailers and tractors.

And those, if you look at my first bunk house there, the 97 bunk deck, we said $25.00 for the trailer, bunk

house, and $100.00 for the tractor. Okay. We just picked a number.

If we went and dived into all the detail, I'm sure we're going to find that it's a bunch more than that.

The next column over -- so this is the second column from the right -- it says rent, $6,442.00. Okay. The grand total for the year of this rent cost is 110,662. That is the total amount of rent that Butler paid for the year for slip fees.

So when Butler goes to a location and they rent slips to put the bunk houses, that's how much they paid in rent. So we allocated that out.

Q Mr. Nittler, let me stop you there. You used the term slip fee. Is that the rent that is paid to the property owner to be able to park the equipment?

A Yes, exactly.

Q Okay.

A That number of 110,000 is off the general ledger and then we allocated it out. The last column is the utilities. So you can imagine that these bunk houses get hooked up so that the individuals have heating and air.

And you can also imagine that since a lot of the route is in the valley, is in the summer time, that the utilities run quite a bit.

So we took the location utilities, invoices,

receipts that come from the location summaries out in the field. And that number recorded in the general ledger was 56,715. That's on the second page, in the middle of the page on the spreadsheet. And then we allocated that out equally amongst the bunk houses.

So if you take all 24 of these units calculated this way and divide it out, that's how you get $134.39, which is, at the very top of my spreadsheet, is that box.

Q That's intended to be the weekly cost per worker for that year of 2013?

A Yes, on a conservative calculation.

Q And the methodology that you went through and testified about, was that a methodology that is accepted in your profession?

A Yes.

Q Let's now move to Exhibit 33, and the relocation cost material. Could you explain what it is that you have gathered as part of Exhibit 33?

A Yes. One minute? Okay. Exhibit 33 is the travel airfare. Is that what you're after?

Q Or, whatever is in there. But it's related to relocation cost, in and out of country cost?

A Okay, yes. Now what we did here was we went through our records and we accumulated the cost of transportation out of the country for what came through the

general ledger. So this is what we actually had receipts for, or some kind of document.

In 2013 -- well, let me make a general comment first. So every year, the sophistication of the industry, of the company, of the rides, of the accounting upgrades, it keeps getting better.

And the documentation of what was available for a cash business like this back in the eighties is much different than the documentation that's available for a cash business many times larger today.

So in 2013, this is a list, Exhibit 33 is a copy of a document that we actually had showing expenditures for personnel out of the country.

My suspicion, just as an accountant, is there is more. We just didn't have it.

Now I say that because this is a cash industry, and of course, it has a long history. And early on, it was very common in this industry for organizations to bring in revenue and pay out expenses and not capture the revenue and the expense gross, which means if you had a $100.00 revenue and you had a $90.00 expense, it was common for companies in the industry to not show the 100 and the 90, but to show the 10.

So the calculation of that income and all that kind of stuff was all fine. But it didn't necessarily show all the detail.

So like I say, from the 1980s to the 1990s to the 2000s, that progressively got better and better.

So in 2013, with the whole concept of H-2B workers and requirements for documentation, it was different than what it was -- you know, the level of understanding for that just even a few years later.

So for instance, if we were to take 2017 to demonstrate the extent of documentation, we have a lot more.

So 2013, I think my conclusion is I think there is a lot more expense. But this list, this package of documents is what we did have.

Q And based on your efforts, you were able to compile that into a chart what is marked as Exhibit 34?

A Yes.

Q And what are we seeing in Exhibit 34?

A Okay. The travel charges -- and it makes sense. The travel charges that we did see came from credit card charges.

So you'll see in the third column from the left Visa and American Express references. There is one check at the very top of the list there.

Let's see. You know, one other general understanding to put out is that when you're a traveling -- temporary traveling organization, and you have a location for one week in the middle of nowhere, let's say, and you're

dealing with vendors, vendors don't want your checks. They don't have a high comfort level, that if something goes wrong with that check, that they're going to find you and be able to get paid.

So that's one reason why cash was used so much. It was available. And once you pay a vendor with cash, you know they're okay.

So the industry still does, you know, practices a lot of those same techniques that they had from years of operating that way.

The Butler organization, you know, millions and millions of dollars goes through banks with check support and then some credit card stuff and all that.

But there is still a large portion that's going through cash.

So this one, when we went through the general ledger, the specific identification of travel confirmations came mostly through the credit card, with one going through a check on a behalf account.

And we gleaned what we could in name and destinations. So some of them, you'll see. Two thirds of the way down my list, you'll see some CEA travel, C-E-A travel. It's a bus to the airport at LAX.

So the next question is, okay, "We bussed a lot of people to LAX. Do we have the LAX airfare receipt? No, I

didn't locate one." But that doesn't mean it didn't happen because the people were transported. It means it might have been a cash transaction.

The check at the very top of the list, Dale Travel Services, you'll see that it had one of the routes that ends in September. It's up in Yakima, Washington. So you'll see that they transported by airfare 35 people to Mexico City. That's the $7,680.00 charged check payment.

And then, there were some individual ones, where the name, like Omar Pedro was listed. And we had some blanket ones. A little bit down the list, it's a credit card charge with -- referencing that it was 20 employees on September 28th for $4,400.00.

JUDGE CLARK: Can I stop you for a second?

MR. PIERCE: Hold on a second, Steve.

JUDGE CLARK: Mr. Pierce, I'm just wondering if there might be some way to speed this up a little bit. He's going through a lot of detail. I think the document sort of explains it. The columns are there.

I don't know if you can get to what numbers he wants me to know here. Or, if you think this is what I really need to know later, that's fine. But it seems like we're spending a lot of time going through sort of stuff that is almost self-explanatory from this document.

But I do appreciate some of the information about,

you know, why there's not necessarily something there. Anyway, I'll turn it back over to you.

BY MR. PIERCE:

Q Mr. Nittler, in the case of Exhibit 34, there are two numbers at the bottom that appear to be compilations, 18,000 and some, and 8,000 and some.

Are those the two cumulative numbers that are relevant for in and out of country?

A That's the relevant documentation for the travel out of the country for -- based on receipts.

Q And there's no information here that directly pertains to what it costs to get the guys into the country. Correct?

A Correct.

Q And all these numbers, you believe were related to getting the H-2B workers back home, more or less at the end of the season?

A Correct.

Q All right. Let's look at Exhibit 35.

A Okay.

Q Could you just, you know, give us a thumbnail sketch of what you gathered for source documents in Exhibit 35 related to local convenience travel.

A Okay. Local convenience travel, I will use the wording passenger vans. So they have vans that are, you

know, built to carry local passengers.

And they had -- on the depreciation schedule, we have one, two, three, four, five, six, seven, eight, nine, 10, 11, 12, 13, 14, 15, 16, 17. 18. 19.

And these passenger vans have a certain capacity. If you add them all up, it comes out to 231, so for an average of 12 per van.

We did similar to the bunk house. We -- we did an allocation of expenses, including the cost and a depreciable amount for that, vehicle insurance, which was also an allocation that was equal to each vehicle.

And then also, the repairs, we had an allocation for that that was equal.

Those are numbers based on general ledger, accumulated number. And we used for fuel and driver cost and license, the same numbers that we used for bunk houses.

So whether you're driving a passenger van or you're driving a semi that's pulling a bunk house, you're going to have the same driver costs.

When we take all the accumulated cost, which the calculation at the bottom of the spreadsheet shows that, the accumulated cost was 417,911.

And divide it out by 36 weeks, and the number of passengers, we get $50.25 per passenger per week.

Q Okay. And that was intended to follow similarly to

the methodology you did related to the bunk house?

A Yes.

Q And this number of $50.25 was intended to capture the cost per week to be able to get the H-2B workers to Wal-Mart or Western Union, wherever they needed to get to?

A It would -- it would entail anything that the passenger vans are used for.

MR. PIERCE: All right. Your Honor, that's my Direct.

JUDGE CLARK: Ms. Gorman, any questions?

MR. PIERCE: Steve, hang on a second. We're going to switch gears with a new lawyer.

JUDGE CLARK: I wonder if we should move the phone over to Ms. Gorman.

MS. GORMAN: I'm okay.

JUDGE CLARK: Okay. Cross-Examination. Ms. Gorman, if you want, you can bring a chair up, if you like.

MS. GORMAN: I think I can come up there for just a moment. Thank you, Your Honor. Good afternoon, Mr. Nittler. My name is Jeannie Gorman. I'm an attorney for the U.S. Department of Labor.

CROSS-EXAMINATION

BY MS. GORMAN:

Q Can you hear me okay?

A Yes, I can.

Q Okay, excellent. Thank you. I just have a few questions. I didn't get my exhibits, actually. Mr. Nittler, I'm probably just going to dive in the middle here, because I'm a little at sixes and sevens here, not being at my desk. So pardon me. I might be jumping around. And my apologies to the Court, as well. Thank you.

So on Exhibit 33 -- you have a copy of all of the Respondent's Exhibits there. Right? They're two very large binders, sir.

MR. PIERCE: I just sent him the one set he's referencing.

MS. GORMAN: Oh, okay. You only sent him the ones that he's referencing.

BY MS. GORMAN:

Q So you have Exhibit 33. Correct?

A Yes.

Q Okay. And 33, do you see the page numbers at the bottom of those exhibits?

A Yes.

Q Okay, great. I'm looking at 33, page eight.

A Okay.

Q And I'm looking specifically down at the bottom. This is actually kind of the -- what looks like to be a handwritten, highlighted box. It starts with 9/24/13 and the date ends with 9/26. Do you see that?

A Yes.

Q And that indicates that -- oh, I can't add this quickly -- but something around 300 passengers, somewhere around there, were transported between 9/24 and 9/26. Is that right?

A Yes.

Q And did any of the documentation that you reviewed indicate those passenger names?

A Not related to the CEA travel.

Q Okay. And the CEA travel, you mean the C-E-A, that specific travel agency. Right?

A Correct.

Q So you don't know whether they were the H-2B non immigrant workers, or other workers. Correct?

A Correct.

Q I'm looking at Exhibit 34 on the first page. This is again related to travel, the travel confirmations?

A Yes.

Q And this shows that there were a total of 395 employees that were -- that somehow were charged -- not charged -- that Butler paid for for the period of time, looks like about the end of August to the beginning of October?

A These are the payments, you know, credit card charges with an estimated number of employees that the charge is related to.

Q Okay. But this was in the 2013 year. Correct?

A Yes.

Q Okay. Were you aware that Butler Amusements and Michael Brajevich applied to three different branches of the U.S. government to bring in 246 H-2B workers?

A I was not aware of the exact number.

Q Okay.

A The number of employees there is an estimated number just based on mathematics.

Q Okay. But you'll agree with me that 395 is a whole lot more than 246. Right?

A Yes.

Q Okay. Before, we were talking about the first exhibit. And I don't want to spend a whole lot of time with it, and I don't have it in front of me. So forgive me.

A May I? May I say something else there?

Q Oh, yeah. But there's no question pending, though.

A Okay.

JUDGE CLARK: Just wait for another question from Ms. Gorman.

THE WITNESS: Okay.

BY MS. GORMAN:

Q So I don't remember the exhibit number, but I think it was the first document we were talking about, where you were going through -- oh, this was the cost for the FLSA

exemption. And you said that you used a sample of two months. Do you remember that?

A Yes.

Q And you used March and September as your two sample months. Is that right?

A Yes.

Q Why did you choose those months?

A Arbitrary.

Q You don't know -- I'm sorry. I didn't mean to interrupt you.

A Well, I wanted to pick two months that had plenty of activity, and also months that one would be in the six lowest, and one would be in the six highest. So I picked a month out of each.

The September month is one of the high months, SEALED SEALED out of the six highest. So there's a lot of activity.

And then, the February month, SEALED -- oh, the March month, I'm sorry, SEALED So there's a lot of activity in that month.

So when I pulled the documents to support it, they would have, you know, plenty of locations to see the underlying documentation.

Q Okay, thank you. Have you determined bunk house credit for Butler Amusements for any year, other than 2013?

A No.

Q Did you determine that all of the -- that all of Butler's employees slept in all of the bunk houses all of the time throughout the season?

A I would not be privy to information like that. I don't go out to the locations.

Q You don't actually know who slept in the bunk houses when. Right?

A No, I don't.

Q Okay. Were you ever provided with information from any source that -- where an employee or more than one employee indicated that they did not sleep in the bunk houses?

A No, I was not provided information like that. It's not something I would need to record general ledger accounting.

Q Are you aware that this Employer pays workers' compensation for their H-2B employees?

A I believe they do.

Q What is your belief based on?

A Invoices that we've seen.

Q Where you have lined up the H-2B employees and the non H-2B employees?

A No. I did not go into that detail, that level of analysis.

Q So you never actually, specifically determined that work comp costs were paid for H-2B employees. Right?

A No, I did not.

Q And you were never provided information specifically that work comp was paid for H-2B employees?

A I would have to go back and look at my 2013 detail of invoices to tell you if I have invoices for the workers' comp.

Q But your analysis, as we just went through it, does not include an analysis that specifically applies to the H-2B employees. Right?

A I'm confused. Which analysis are you talking about?

A I'm talking about -- well, we were talking about work comp. So I don't -- I don't have the exhibit. But I know that there was one schedule that you did that you were speaking to Mr. Pierce about that included the workers' compensation costs. Right? And I think it might have been the driving. Or, perhaps it was the depreciation on the bunk houses.

A Okay. Okay.

Q I don't remember specifically.

A Okay.

Q And like I said, I don't have my exhibits in front of me. So that's the analysis that I'm referencing.

A Okay. The Butler organization is audited for workers' comp every year. All years are always audited, regardless of what the workers' comp policy time frame is in California.

Q Okay. That wasn't my question, though.

A And workers' comp state fund doesn't -- it would be inconceivable that they would allow Butler to not pay workers' comp on employees of any type.

MS. GORMAN: Okay. Again, that wasn't my question. So I would move to strike as unresponsive.

JUDGE CLARK: I'm going to let the answer stand. Ask another question.

MS. GORMAN: Okay. I'm going to ask the same question because I don't think I got an answer to it.

JUDGE CLARK: Very good. Ask the question.

THE WITNESS: Okay.

MS. GORMAN: Thank you.

BY MS. GORMAN:

Q The analysis that you did into the depreciation of the vehicles does not include a distinct, a specific examination of the work comp costs for H-2B employees. Correct?

A Boy. Are you referring to the driver costs associated with a bunk house?

Q It was whatever schedule that you did that included

the work comp costs.

A Okay. I think I know what you're referring to.

MR. PIERCE: Steve? Steve, hold on for a second.

JUDGE CLARK: Mr. Pierce, this is a little unusual because of the phone situation. And Ms. Gorman doesn't have her exhibits. Would you just reference the exhibit number that has the workers' compensation costs? I thought maybe it was 31.

MR. PIERCE: I don't know if I can answer that, Your Honor.

JUDGE CLARK: I think it's Exhibit 31.

MR. PIERCE: I was looking at 31, but I'm not seeing it.

JUDGE CLARK: It is Exhibit 31, it appears to be. That was the average housing cost. That's what had the rent, utilities, licenses. The OGOT, slash IFTA, I think was the column related to workers' comp.

Mr. Nittler, would you look at Exhibit Number 31, page one, please? And tell me if that document includes a column related to workers' compensation.

THE WITNESS: I'm sorry, are you talking to me?

MR. PIERCE: Yes.

JUDGE CLARK: Yes.

THE WITNESS: Please restate. I didn't hear.

JUDGE CLARK: Would you please look at Exhibit

Number 31?

THE WITNESS: Okay, 31.

JUDGE CLARK: Page one.

THE WITNESS: Yes.

JUDGE CLARK: And tell us if there is a column there that refers to workers' compensation costs.

THE WITNESS: Column T, driver costs has an element of workers' comp included.

JUDGE CLARK: Okay.

BY MS. GORMAN:

Q Do the numbers reflected in that column that the judge just identified for you, do they include a distinction between work comp costs for H-2B employees, and work comp costs for non H-2B employees?

A No. Workers' comp is based on dollars, not on what kind of personnel.

Q When you were talking -- when you were testifying about the definition -- or, the inclusion of drivers for the drivers' cost for what you termed as the incidental travel, do you remember that testimony?

A Yes.

Q Did your inclusion of drivers include any H-2B employees who were performing driving duties?

A I don't have knowledge of whether H-2B workers drove passenger vans or not.

Q Do you know whether the passenger vans only transported H-2B employees, or if it transported other employees, as well?

A I don't know. I'm not privy to people that were transported, H-2B or not.

Q Have you ever determined FLSA exemption status for any other Employer, other than Butler Amusements?

A No.

MS. GORMAN: Thank you, I have nothing further.

JUDGE CLARK: Mr. Pierce, any further questions?

MR. PIERCE: No.

JUDGE CLARK: Mr. Nittler, you are done. Thank you so much for your time today.

THE WITNESS: All right, thank you. Bye.

(Witness excused.)

JUDGE CLARK: He hung up the phone. Thank you again for letting us use your cellphone for that call.

MR. PIERCE: I think we have another one coming.

JUDGE CLARK: It is 4:20, however. So your next witness is Mr. Shobaken. How long do you anticipate him taking? I'm thinking we can just break for the day, and start again tomorrow morning, still with the idea that we're going to be done tomorrow. And doing two witnesses tomorrow seems pretty reasonable.

MR. PIERCE: It does.

JUDGE CLARK: Is Mr. Shobaken available tomorrow?

MR. PIERCE: I actually told him tomorrow was a more likely time.

JUDGE CLARK: Okay. Do you want to confirm with him? Or, do you want to just go ahead and start tomorrow morning? We'll start at 9:00. Do we anticipate being done by 4:30 tomorrow?

MR. PIERCE: I hope we're done before that.

JUDGE CLARK: Before lunch, maybe? I don't know. I don't know how long Mr. Brajevich is going to be. We need to make sure Mr. Shobaken is available.

(Off the record.)

JUDGE CLARK: Anything further for the record today, Ms. Gorman?

MS. GORMAN: No.

JUDGE CLARK: Mr. Pierce?

MR. PIERCE: No.

JUDGE CLARK: Then we will be adjourned until 9:00 tomorrow morning. Good night, everyone. Off the record.

(Whereupon, the proceedings concluded at 4:20 o'clock p.m.)

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REPORTER'S CERTIFICATE

TITLE: ADMINISTRATOR vs. BUTLER AMUSEMENTS, INC.

CASE NUMBER: 2018-TNE-00019

DATE: MAY 8, 2019

LOCATION: SAN FRANCISCO, CALIFORNIA

This is to certify that the attached proceedings before the United States Department of Labor, were held according to the record and that this is the original, complete, true and accurate transcript which has been compared to the reporting or recording accomplished at the hearing.

Jamie Matthews — June 25, 2019

SIGNATURE OF REPORTER — DATE

ADMINISTRATOR'S TRIAL EXHIBITS

Administrator v. Butler Amusements, Inc.,
and Michael Brajevich
Case No. 2018-TNE-00019

Judge Richard Clark
San Francisco, CA
May 8, 2019

(8) Administrator's Exhibit List

Tab	Date	Author	Proof
A	3-22-13	Wage and Hour	Date Respondents were on notice to provide specified payroll documentation for WH's investigation; commencement of WH's investigation
B	12-14-12	DOL: ETA	Approval for Respondents to voluntarily engage in the H-2b program pursuant to their compliance with specified rules including payment of employees
C	12-17-12	Respondents	Requirements Respondents promised to comply with
D	12-17-12	Respondents	Evidence of Respondents' noncompliance with the H-2b program
E	Undated	Respondents	Partial basis of Administrator's computed remedies
F	Various	Wage and Hour; interviewed witnesses	Partial basis of Administrator's computed remedies
G	~3-19-13	Respondents	Partial basis of Administrator's computed remedies
H	April 2013	Respondents	Partial basis of Administrator's computed remedies
I	n/a	Administrator	WHI's computations of backwages due
J	Covers period 7/12 to 6/13	Foreign Labor Certification Data Center	WHI's reconstruction of rate to be paid nonimmigrant employees
K	2-28-18	Respondents	Defines Respondents' positions and defenses
L	12-14-18	Administrator	Establishes Respondents' requirements to provide formal position on specific facts
M	1-16-19	Respondents	Establishes Respondents' formal position on specific facts
N	1-16-19	Respondents	Establishes Respondents' formal position on specific facts
O	1-16-19	Respondents	Establishes Respondents' formal position on specific facts
P	4-1-19	Respondents	Establishes Respondents' formal position on specific facts

Tab	Date	Author	Proof
Q	4-1-19	Respondents	Establishes Respondents' formal position on specific facts

(9) Estimate of time required for trial

The Administrator estimates the need for four hours to present his case. Estimates of time are provided *supra* for each witness.

(10) Additional information

The Administrator has told counsel for Respondents that he does not object to telephone testimony which Respondent may wish to present at the hearing provided it meets all Court requirements for presentation.

The Administrator will determine the need for motions *in limine* after receiving and reviewing Respondents' finalized Trial Exhibits.

FILED this 15th day of April, 2019

Kate O'Scannlain
Solicitor of Labor

Janet M. Herold
Regional Solicitor

Bruce L. Brown
Associate Regional Solicitor

Jeannie Gorman
Senior Trial Attorney

By: _____

U.S. DEPARTMENT OF LABOR
Attorneys for the Administrator
SIGNED this 11th day of April, 2019

U.S. Department of Labor

Wage and Hour Division
620 SW Main Street, Room 423
Portland, OR 97205
Phone/Fax: (503) 552-5634

Transmitted via US mail

March 22, 2013

Michael Brajevich, CEO
Butler Amusements, Inc.
3003 SW 153rd Drive, Suite 205
Beaverton, OR 97006

Dear Mr. Brajevich:

The Wage and Hour Division is responsible for conducting investigations to determine compliance with the H-2B provisions of the Immigration and Nationality Act (INA) and all other applicable federal labor statutes. This is to notify you that your firm has been scheduled for investigation pursuant to and under authority of the INA and implementing regulations at 20 C.F.R. Part 655 subpart A.

At this time I have set Thursday, April 11th at 10 a.m. as the date and time for the initial conference. I will visit the establishment to initiate the review at 3003 SW 153rd Drive, Suite 205, Beaverton, OR 97006. I will need to meet with you or a designated representative at that time in order to obtain information about the company, its operations and to review documentation as described below. Such documentation are those that must be maintained by employers as required under 20 C.F.R. Part 655 subpart A and 29 C.F.R. Part 516.

On the day and time of the investigation I will need to review and discuss with you the following documentation applicable to ETA Form 9142, Application for Temporary Employment Certification # H-400-12313-874905 certified for the employment period of February 1, 2013 to October 13, 2013.

A. ETA Form 9141, Application for Prevailing Wage Determination

B. Documentation of the recruitment and advertising efforts:
   1. Job Order submitted to the State Workforce Agency
   2. Print advertisements that were published
   3. Full recruitment report
   4. Resumes of all U.S. workers that were submitted

C. ETA Form 9142 & Appendix B.1,
   Application for Temporary Employment Certification

D. Statement of temporary need and any additional documentation supporting the temporary need for H-2B workers submitted with the ETA Form 9142

E. Form I-129 - Petition for a Nonimmigrant Worker

F. Form I-797A - Notice of Action

G. A list of any U.S. workers that were laid off or terminated 120 days before or after the first day of the certified employment period as listed on ETA Form 9142

H. Written notification to ETA and USCIS as it pertains to any H-2B worker that was dismissed prior to the last day of the certified employment period

I. Payroll information and time records from April 2010 – April 2013

J. U.S. and H-2B workers' contact information

In addition to the above information I will also need to review the total monthly sales receipts for calendar years 2009 - 2012. Additional documents and information will be requested as needed to complete the investigation. Your anticipated cooperation in this matter is appreciated.

Please contact me by 3/28/13 to verify the above date and time and to discuss the requested information as a preface to the initial conference.

Sincerely,

Carrie Aguilar
Wage and Hour Investigator
503-552-5634

Enclosures
Handy Reference Guide, FLSA
Fact Sheet #44
Fact Sheet 77A
Fact Sheet #28D

U.S. Department of Labor

Employment and Training Administration
Office of Foreign Labor Certification
Chicago National Processing Center
11 West Quincy Court
Chicago , IL 60604-2105

H-2B Cert

FINAL DETERMINATION

December 14, 2012

James K Judkins
32775 FM 106
Rio Hondo, TX 78583

ETA Case Number: H-400-12313-874905
Number of Openings: 246
Occupation: Amusement and Recreation Attendants
Period of Certification: 02/01/2013 - 10/31/2013

RE: BUTLER AMUSEMENTS, INC

Dear Sir/Madam:

Your application seeking temporary labor certification under the H-2B temporary nonagricultural program has been reviewed and **certified**. The Department of Labor (Department) has made a final determination on your *Application for Temporary Employment Certification* in accordance with Departmental regulations at 20 Code of Federal Regulations (CFR) sec. 655, Subpart A. Based on the documentation and attestations provided by the employer, the Department hereby certifies that a sufficient number of able, willing and qualified U.S. workers have not been identified as being available at the time and place needed to fill the job opportunities for which certification is sought, and the employment of the H-2B temporary workers in such labor or services will not adversely affect the wages and working conditions of U.S. workers.

The *Application for Temporary Employment Certification*, ETA Form 9142, **has been certified and is enclosed**.

Upon receipt of this notification, you will need to submit Form I-129 and all required documentation, including the original, certified H-2B *Application for Temporary Employment Certification* to the appropriate U.S. Citizenship and Immigration Service (USCIS) office. The USCIS application form and additional information can be obtained at http://www.uscis.gov.

Important Note

With respect to the offered wage guarantee, this certification assumes that the employer will pay the certified weekly wage for 40 hours of work per week, as

indicated in Section G of the employer's ETA Form 9142. Please remember that consistent with the Department's regulations at 20 C.F.R. sec. 655.22(e) the employer is required to pay the H-2B workers and U.S. workers recruited in connection with an H-2B application, the certified offered wage during the entire period of the approved H-2B labor certification. The offered wage must equal or exceed the highest of the most recent prevailing wage that is or will be issued by the Department to the employer for the time period the work is performed, or the applicable Federal, State, or local minimum wage. If that prevailing wage was issued by the Department as an hourly wage (indicating that similarly-employed U.S. workers earn that wage for each hour of work), then the employer is required to pay H-2B or U.S. workers recruited in connection with an H-2B application at least that hourly wage for all hours worked, including those hours in excess of 40 hours of work per week. This requirement of the H-2B program is independent of any applicable exemption from the provisions of the Fair Labor Standards Act. Please remember that the H-2B regulations also require compliance with applicable State and local employment laws, which may require a higher rate of pay for overtime hours.

Important Reminders

In accordance with Departmental regulations at 20 CFR sec. 655.24(a), the Department has the authority to conduct audits of H-2B temporary labor certification applications. Employers with certified applications selected for audit will receive an official letter from our office requesting documentation in support of the application. Failure to comply with the audit process may result in the employer being placed on supervised recruitment in accordance with Departmental regulations at 20 CFR sec. 655.30, or debarment in accordance with Departmental regulations at 20 CFR sec. 655.31.

In accordance with Departmental regulations at 20 CFR sec. 655.22(f), upon separation from employment of H-2B worker(s) employed under the labor certification application, if such separation occurs prior to the end date of the employment specified in the application, the employer will notify the Department and DHS in writing of the separation from employment not later than 2 work days after such separation is discovered by the employer. An abandonment or abscondment shall be deemed to begin after a worker fails to report for work at the regularly scheduled time for 5 consecutive working days without the consent of the employer. Employees may be terminated for cause.

Terminations and job abandonment notifications sent to the Department, must be sent to the email address at H2B.Abandonment&Termination.Chicago@dol.gov. Employers without Internet access may also send written notification by facsimile to (312) 886-1688 (ATTN: H-2B Abandonment and Termination).

For all future applications or requests for extension, the employer must submit the most current:

- ETA Form 9142: www.foreignlaborcert.doleta.gov/pdf/ETA_Form_9142.pdf
- ETA Form 9142, Appendix B.1: http://www.foreignlaborcert.doleta.gov/pdf/ETA_Form_9142_APPENDIX_B1.pdf.

Questions concerning this case can be directed via e-mail to TLC.Chicago@dol.gov, phone at (312) 886-8000, or facsimile at (312) 886-1688.

Sincerely,

H-2B Certifying Officer

cc: BUTLER AMUSEMENTS, INC

Enclosures: ETA Form 9142

U.S. Department of Labor

Employment and Training Administration
Office of Foreign Labor Certification
Chicago National Processing Center
11 West Quincy Court
Chicago , IL 60604-2105

FINAL DETERMINATION

December 14, 2012

James K Judkins
32775 FM 106
Rio Hondo, TX 78583

ETA Case Number: H-400-12313-874905
Number of Openings: 246
Occupation: Amusement and Recreation Attendants
Period of Certification: 02/01/2013 - 10/31/2013

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Important Reminders

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certification applications. Employers with certified applications selected for audit will receive an official letter from our office requesting documentation in support of the application. Failure to comply with the audit process may result in the employer being placed on supervised recruitment in accordance with Departmental regulations at 20 CFR sec. 655.30, or debarment in accordance with Departmental regulations at 20 CFR sec. 655.31.

In accordance with Departmental regulations at 20 CFR sec. 655.22(f), upon separation from employment of H-2B worker(s) employed under the labor certification application, if such separation occurs prior to the end date of the employment specified in the application, the employer will notify the Department and DHS in writing of the separation from employment not later than 2 work days after such separation is discovered by the employer. An abandonment or abscondment shall be deemed to begin after a worker fails to report for work at the regularly scheduled time for 5 consecutive working days without the consent of the employer. Employees may be terminated for cause.

Terminations and job abandonment notifications sent to the Department, must be sent to the email address at H2B.Abandonment&Termination.Chicago@dol.gov. Employers without Internet access may also send written notification by facsimile to (312) 886-1688 (ATTN: H-2B Abandonment and Termination).

For all future applications or requests for extension, the employer must submit the most current:

- ETA Form 9142: www.foreignlaborcert.doleta.gov/pdf/ETA_Form_9142.pdf
- ETA Form 9142, Appendix B.1: http://www.foreignlaborcert.doleta.gov/pdf/ETA_Form_9142_APPENDIX_B1.pdf

Questions concerning this case can be directed via e-mail to TLC.Chicago@dol.gov, phone at (312) 886-8000, or facsimile at (312) 886-1688.

Sincerely,

H-2B Certifying Officer

cc: BUTLER AMUSEMENTS, INC

Enclosures: ETA Form 9142

OMB Approval: 1205-0466
Expiration Date: 12/31/2012

Application for Temporary Employment Certification
ETA Form 9142
U.S. Department of Labor

Please read and review the filing instructions carefully before completing the ETA Form 9142. A copy of the instructions can be found at http://www.foreignlaborcert.doleta.gov/. In accordance with Federal Regulations, incomplete or obviously inaccurate applications will not be certified by the Department of Labor. If submitting this form non-electronically, ALL required fields/items containing an asterisk (*) must be completed as well as any fields/items where a response is conditional as indicated by the section (§) symbol.

A. Employment-Based Nonimmigrant Visa Information

1. Indicate the type of visa classification supported by this application *(Write classification symbol)*: *	H-2B

B. Temporary Need Information

1. Job Title * Amusement and Recreation Attendants - Traveling Ca

2. SOC (ONET/OES) code *	3. SOC (ONET/OES) occupation title *
39-3091	Amusement and Recreation Attendants

4. Is this a full-time position? *	Period of Intended Employment	
☑ Yes ☐ No	5. Begin Date * 02/01/2013 *(mm/dd/yyyy)*	6. End Date * 10/31/2013 *(mm/dd/yyyy)*

7. Worker positions needed/basis for the visa classification supported by this application

246 **Total Worker Positions Being Requested for Certification ***

Basis for the visa classification supported by this application
(*indicate the total workers in each applicable category based on the total workers identified above*)

246	a. New employment *	0	d. New concurrent employment *
0	b. Continuation of previously approved employment * without change with the same employer	0	e. Change in employer *
0	c. Change in previously approved employment *	0	f. Amended petition *

8. Nature of Temporary Need: (Choose only one of the standards) *

☑ Seasonal ☐ Peakload ☐ One-Time Occurrence ☐ Intermittent or Other Temporary Need

9. Statement of Temporary Need *

This company has been in business since 1969. The business is a traveling amusement enterprise, closing down completely from November through end of January each year, and has been seasonal in nature since inception. The temporary need is expected to be seasonal, recurring annually.

Because the work involves travel from location to location, with work being performed in the evenings, weekends and holidays, there has been a chronic, seasonal need for foreign workers that is not filled by US Workers.

9142

Case Number: H-400-12313-874905 Case Status: CERTIFIED Validity Period: 02/01/2013 to 10/31/2013

OMB Approval: 1205-0466
Expiration Date: 12/31/2012

Application for Temporary Employment Certification
ETA Form 9142
U.S. Department of Labor

C. Employer Information

Important Note: Enter the full name of the individual employer, partnership, or corporation and all other required information in this section. For joint employer or master applications filed on behalf of more than one employer under the H-2A program, identify the main or primary employer in the section below and then submit a separate attachment that identifies each employer, by name, mailing address, and total worker positions needed, under the application.

1. Legal business name * BUTLER AMUSEMENTS, INC		
2. Trade name/Doing Business As (DBA), if applicable N/A		
3. Address 1 * 3003 SW 153RD DR STE 205		
4. Address 2 N/A		
5. City * BEAVERTON	6. State * OR	7. Postal code * 97006
8. Country * UNITED STATES OF AMERICA	9. Province N/A	
10. Telephone number * 408-210-6653	11. Extension N/A	
12. Federal Employer Identification Number (FEIN from IRS) * 770014796	13. NAICS code (must be at least 4-digits) * 713990	
14. Number of non-family full-time equivalent employees 500	15. Annual gross revenue $32,000,000.00	16. Year established 1969

17. Type of employer application (choose only one box below) *

- [x] Individual Employer
- [ ] H-2A Labor Contractor or Job Contractor
- [ ] Association – Sole Employer (H-2A only)
- [ ] Association – Joint Employer (H-2A only)
- [ ] Association – Filing as Agent (H-2A only)

D. Employer Point of Contact Information

Important Note: The information contained in this Section must be that of an employee of the employer who is authorized to act on behalf of the employer in labor certification matters. The information in this Section must be different from the agent or attorney information listed in Section E, unless the attorney is an employee of the employer. For joint employer or master applications filed on behalf of more than one employer under the H-2A program, enter only the contact information for the main or primary employer (e.g., contact for an association filing as joint employer) under the application.

1. Contact's last (family) name * BRAJEVICH	2. First (given) name * MICHAEL	3. Middle name(s) * N/A	
4. Contact's job title * CEO			
5. Address 1 * 3003 SW 153RD DR STE 205			
6. Address 2 N/A			
7. City * BEAVERTON		8. State * OR	9. Postal code * 97006
10. Country * UNITED STATES OF AMERICA		11. Province N/A	
12. Telephone number * 408-210-6653	13. Extension N/A	14. E-Mail address MICKBRAJEVICH@AOL.COM	

Case Number: H-400-12313-874905 Case Status: CERTIFIED Validity Period: 02/01/2013 to 10/31/2013

OMB Approval: 1205-0466
Expiration Date: 12/31/2012

Application for Temporary Employment Certification
ETA Form 9142
U.S. Department of Labor

E. Attorney or Agent Information (If applicable)

1. Is/are the employer(s) represented by an attorney or agent in the filing of this application (including associations acting as agent under the H-2A program)? If "Yes", complete Section E. *			☑ Yes ☐ No
2. Attorney or Agent's last (family) name § Judkins	3. First (given) name § James	4. Middle name(s) § K	
5. Address 1 § 32775 FM 106			
6. Address 2 N/A			
7. City § Rio Hondo	8. State § TX	9. Postal code § 78583	
10. Country § UNITED STATES OF AMERICA	11. Province N/A		
12. Telephone number § 956-748-0550	13. Extension N/A	14. E-Mail address carnival.workforce@gmail.com	
15. Law firm/Business name § JKJ Workforce Agency, Inc.	16. Law firm/Business FEIN § 841626921		
17. State Bar number (only if attorney) § N/A	18. State of highest court where attorney is in good standing (only if attorney) § N/A		
19. Name of the highest court where attorney is in good standing (only if attorney) § N/A			

F. Job Offer Information

a. Job Description

1. Job Title * Amusement and Recreation Attendants - Traveling Ca		
2. Number of hours of work per week Basic *: 40 Overtime: 0	3. Hourly Work Schedule * A.M. (h:mm): 1 : 00 P.M. (h:mm): 10 : 00	
4. Does this position supervise the work of other employees? * ☐ Yes ☑ No	4a. If yes, number of employees worker will supervise (if applicable) § N/A	

5. Job duties – A description of the duties to be performed **MUST** begin in this space. If necessary, add attachment to continue and complete description. *

Perform variety of attending duties at amusement facility (traveling carnival). Set-up, tear-down, operate amusement rides, food concessions and/or games.

Application for Temporary Employment Certification
ETA Form 9142
U.S. Department of Labor

F. **Job Offer Information** *(continued)*

b. Minimum Job Requirements

1. Education: minimum U.S. diploma/degree required *

☑ None ☐ High School/GED ☐ Associate's ☐ Bachelor's ☐ Master's ☐ Doctorate (PhD) ☐ Other degree (JD, MD, etc.)

1a. If "Other degree" in question 1, specify the diploma/ degree required §	1b. Indicate the major(s) and/or field(s) of study required § (May list more than one related major and more than one field)
N/A	N/A

2. Does the employer require a second U.S. diploma/degree? * ☐ Yes ☑ No

2a. If "Yes" in question 2, indicate the second U.S. diploma/degree and the major(s) and/or field(s) of study required §

N/A

3. Is training for the job opportunity required? * ☐ Yes ☑ No

3a. If "Yes" in question 3, specify the number of months of training required §	3b. Indicate the field(s)/name(s) of training required § (May list more than one related field and more than one type)
N/A	N/A

4. Is employment experience required? * ☐ Yes ☑ No

4a. If "Yes" in question 4, specify the number of months of experience required §	4b. Indicate the occupation required §
N/A	N/A

5. Special Requirements - List specific skills, licenses/certifications, and requirements of the job opportunity. *

No special skills, licenses/certifications for this employment. However, these employees come into contact with children at our entertainment events and our company policy, local sponsor policy and common practice mean that the applicants must be able to pass post-employment drug and background checks in regards to Megan's Law, Felonys and Convictions that would require the employee to register as a sexual offender or predator.

c. Place of Employment Information

1. Worksite address 1 *
1301 South Fair Avenue

2. Address 2
N/A

3. City *	4. County *
Yakima	Yakima County
5. State/District/Territory * WA	6. Postal code * 98901
7. Will work be performed in multiple worksites within an area of intended employment or a location(s) other than the address listed above? *	☑ Yes ☐ No

7a. If Yes in question 7, identify the geographic place(s) of employment with as much specificity as possible. If necessary, submit an attachment to continue and complete a listing of all anticipated worksites. §

SEE ADDENDUM FOR ADDITIONAL WORKSITE FOR PLACE OF EMPLOYMENT

OMB Approval: 1205-0466
Expiration Date: 12/31/2012

Application for Temporary Employment Certification
ETA Form 9142
U.S. Department of Labor

G. Rate of Pay

1. Basic Rate of Pay Offered *	1a. Overtime Rate of Pay *(if applicable)* §
From: $ 323 . 60 To (Optional): $ 368 . 40	From: $ N/A . N/A To (Optional): $ N/A . N/A

2. Per: (Choose only one) * ☐ Hour ☑ Week ☐ Bi-Weekly ☐ Month ☐ Year ☐ Piece Rate

2a. If Piece Rate is indicated in question 2, specify the wage offer requirements: §
N/A

3. Additional Wage Information (e.g., multiple worksite applications, itinerant work, or other special procedures). If necessary, add attachment to continue and complete description. §
FLSA exemption 13(a)(3) applies to this employer in State and Local venues that respect the FLSA exemption 13 (a)(3).

Employer follows prevailing practices for the Traveling Amusement Industry in regards to housing, transportation and weekly salary for workers.

H. Recruitment Information

1. Name of State Workforce Agency (SWA) serving the area of intended employment *
Washington State WorkSource

2. SWA job order identification number *	2a. Start date of SWA job order *	2b. End date of SWA job order * (In H-2A this date is 50% of contract period)
WS413925495	10/18/2012	10/28/2012

3. Is there a Sunday edition of a newspaper (of general circulation) in the area of intended employment? * ☑ Yes ☐ No

Name of Newspaper/Publication *(in area of intended employment for H-2B only)* *	Dates of Print Advertisement §	
4. Yakima Herald Republic	From: 10/21/2012	To: 10/21/2012
5. Yakima Herald Republic	From: 10/24/2012	To: 10/24/2012

6. Additional Recruitment Activities for H-2B program. Use the space below to identify the type(s) or source(s) of recruitment, geographic location(s) of recruitment, and the date(s) on which recruitment was conducted. If necessary, add attachment to continue and complete description. *
Employer recruits workers by:
Contacting local recruitment agencies for "spot help" to fill in at specific locations.
Posting Help Wanted Signs at all events.

OMB Approval: 1205-0466
Expiration Date: 12/31/2012

Application for Temporary Employment Certification
ETA Form 9142
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I. Declaration of Employer and Attorney/Agent

In accordance with Federal regulations, the employer must attest that it will abide by certain terms, assurances and obligations as a condition for receiving a temporary labor certification from the U.S. Department of Labor. Applications that fail to attach Appendix A.2 or Appendix B.1 will be considered incomplete and not accepted for processing by the ETA application processing center.

1. For H-2A Applications ONLY, please confirm that you have read and agree to all the applicable terms, assurances and obligations contained in **Appendix A.2.** §	☐ Yes ☐ No ☐ N/A
2. For H-2B Applications ONLY, please confirm that you have read and agree to all the applicable terms, assurances and obligations contained in **Appendix B.1.** §	☑ Yes ☐ No ☐ N/A

J. Preparer

Complete this section if the preparer of this application is a person other than the one identified in either Section D (employer point of contact) or E (attorney or agent) of this application.

1. Last (family) name §	2. First (given) name §	3. Middle initial §
N/A	N/A	N/A
4. Job Title § N/A		
5. Firm/Business name § N/A		
6. E-Mail address § N/A		

K. U.S. Government Agency Use (ONLY)

Pursuant to the provisions of Section 101 (a)(15)(h)(ii) of the Immigration and Nationality Act, as amended, I hereby certify that there are not sufficient U.S. workers available and the employment of the above will not adversely affect the wages and working conditions of workers in the U.S. similarly employed. By virtue of the signature below, the Department of Labor hereby acknowledges the following:

This certification is valid from 02/01/2013 to 10/31/2013.

William L. Carlson
Department of Labor, Office of Foreign Labor Certification

12/14/2012
Determination Date (date signed)

H-400-12313-874905
Case number

CERTIFIED
Case Status

L. OMB Paperwork Reduction Act *(1205-0466)*

Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. Respondent's reply to these reporting requirements is mandatory to obtain the benefits of temporary employment certification (Immigration and Nationality Act, Section 101 (a)(15)(H)(ii)). Public reporting burden for this collection of information is estimated to average 1 hour per response for H-2A and 2 hours 45 minutes for H-2B, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate to the Office of Foreign Labor Certification * U.S. Department of Labor * Room C4312 * 200 Constitution Ave., NW * Washington, DC * 20210. **Do NOT send the completed application to this address.**

Application for Temporary Employment Certification
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ADDENDUM

ADDENDUM SECTION F.c.7: Additional Worksites

1. California County/Township MERCED - MERCED, CA MSA
2. California County/Township KERN - BAKERSFIELD, CA MSA
3. California County/Township ALAMEDA - OAKLAND-FREMONT-HAYWARD, CA METROPOLITAN DIVISION
4. California County/Township STANISLAUS - MODESTO, CA MSA
5. California County/Township SANTA CLARA - SAN JOSE-SUNNYVALE-SANTA CLARA, CA MSA
6. California County/Township FRESNO - FRESNO, CA MSA
7. Washington County/Township YAKIMA - YAKIMA, WA MSA
8. California County/Township KERN - BAKERSFIELD, CA MSA
9. California County/Township SAN JOAQUIN - STOCKTON, CA MSA
10. Nevada County/Township CLARK - LAS VEGAS-PARADISE, NV MSA
11. Washington County/Township SPOKANE - SPOKANE, WA MSA
12. Idaho County/Township BINGHAM - EAST IDAHO NONMETROPOLITAN AREA
13. California County/Township INYO - EASTERN SIERRA REGION OF CALIFORNIA NONMETROPOLITAN AREA
14. Washington County/Township SNOHOMISH - SEATTLE-BELLEVUE-EVERETT, WA METROPOLITAN DIVISION
15. Idaho County/Township ADA - BOISE CITY-NAMPA, ID MSA
16. Washington County/Township LEWIS - SOUTHWESTERN WASHINGTON NONMETROPOLITAN AREA
17. California County/Township NEVADA - NORTHERN MOUNTAINS REGION OF CALIFORNIA NONMETROPOLITAN AREA
18. Washington County/Township CLARK - PORTLAND-VANCOUVER-BEAVERTON, OR-WA MSA
19. California County/Township MENDOCINO - NORTH COAST REGION OF CALIFORNIA NONMETROPOLITAN AREA
20. California County/Township SANTA CLARA - SAN JOSE-SUNNYVALE-SANTA CLARA, CA MSA
21. California County/Township SOLANO - VALLEJO-FAIRFIELD, CA MSA
22. California County/Township VENTURA - OXNARD-THOUSAND OAKS-VENTURA, CA MSA
23. Oregon County/Township WASHINGTON - PORTLAND-VANCOUVER-BEAVERTON, OR-WA MSA
24. Oregon County/Township COOS - COASTAL OREGON NONMETROPOLITAN AREA
25. Oregon County/Township LINCOLN - COASTAL OREGON NONMETROPOLITAN AREA
26. California County/Township STANISLAUS - MODESTO, CA MSA
27. California County/Township SACRAMENTO - SACRAMENTO--ARDEN-ARCADE--ROSEVILLE, CA MSA
28. Washington County/Township KING - SEATTLE-BELLEVUE-EVERETT, WA METROPOLITAN DIVISION
29. California County/Township SAN MATEO - SAN FRANCISCO-SAN MATEO-REDWOOD CITY, CA METROPOLITAN DIVISION
30. California County/Township MARIN - SAN FRANCISCO-SAN MATEO-REDWOOD CITY, CA METROPOLITAN DIVISION
31. California County/Township SANTA CLARA - SAN JOSE-SUNNYVALE-SANTA CLARA, CA MSA
32. Washington County/Township PIERCE - TACOMA, WA METROPOLITAN DIVISION
33. California County/Township CONTRA COSTA - OAKLAND-FREMONT-HAYWARD, CA METROPOLITAN DIVISION
34. California County/Township SANTA BARBARA - SANTA BARBARA-SANTA MARIA, CA MSA
35. Washington County/Township KING - SEATTLE-BELLEVUE-EVERETT, WA METROPOLITAN DIVISION
36. California County/Township SAN JOAQUIN - STOCKTON, CA MSA
37. California County/Township ALAMEDA - OAKLAND-FREMONT-HAYWARD, CA METROPOLITAN DIVISION
38. Washington County/Township SNOHOMISH - SEATTLE-BELLEVUE-EVERETT, WA METROPOLITAN DIVISION
39. California County/Township MERCED - MERCED, CA MSA
40. California County/Township SHASTA - REDDING, CA MSA
41. California County/Township SAN MATEO - SAN FRANCISCO-SAN MATEO-REDWOOD CITY, CA METROPOLITAN DIVISION
42. California County/Township SANTA CLARA - SAN JOSE-SUNNYVALE-SANTA CLARA, CA MSA
43. Washington County/Township KING - SEATTLE-BELLEVUE-EVERETT, WA METROPOLITAN DIVISION
44. California County/Township RIVERSIDE - RIVERSIDE-SAN BERNARDINO-ONTARIO, CA MSA
45. California County/Township SAN MATEO - SAN FRANCISCO-SAN MATEO-REDWOOD CITY, CA METROPOLITAN DIVISION
46. California County/Township MENDOCINO - NORTH COAST REGION OF CALIFORNIA NONMETROPOLITAN AREA
47. California County/Township ALAMEDA - OAKLAND-FREMONT-HAYWARD, CA METROPOLITAN DIVISION
48. Washington County/Township THURSTON - OLYMPIA, WA MSA
49. California County/Township MENDOCINO - NORTH COAST REGION OF CALIFORNIA NONMETROPOLITAN AREA
50. California County/Township SAN DIEGO - SAN DIEGO-CARLSBAD-SAN MARCOS, CA MSA
51. California County/Township FRESNO - FRESNO, CA MSA
52. California County/Township ORANGE - SANTA ANA-ANAHEIM-IRVINE, CA METROPOLITAN DIVISION
53. Washington County/Township COWLITZ - LONGVIEW, WA MSA
54. California County/Township BUTTE - CHICO, CA MSA
55. Washington County/Township CLARK - PORTLAND-VANCOUVER-BEAVERTON, OR-WA MSA
56. California County/Township ORANGE - SANTA ANA-ANAHEIM-IRVINE, CA METROPOLITAN DIVISION
57. California County/Township MONTEREY - SALINAS, CA MSA
58. California County/Township SACRAMENTO - SACRAMENTO--ARDEN-ARCADE--ROSEVILLE, CA MSA
59. California County/Township GLENN - NORTH VALLEY REGION OF CALIFORNIA NONMETROPOLITAN AREA
60. California County/Township TULARE - VISALIA-PORTERVILLE, CA MSA
61. California County/Township SANTA CLARA - SAN JOSE-SUNNYVALE-SANTA CLARA, CA MSA
62. California County/Township SAN BENITO - SAN JOSE-SUNNYVALE-SANTA CLARA, CA MSA
63. Washington County/Township BENTON - KENNEWICK-RICHLAND-PASCO, WA MSA
64. California County/Township SOLANO - VALLEJO-FAIRFIELD, CA MSA
65. Nevada County/Township CLARK - LAS VEGAS-PARADISE, NV MSA
66. California County/Township PLACER - SACRAMENTO--ARDEN-ARCADE--ROSEVILLE, CA MSA
67. California County/Township SAN BERNARDINO - RIVERSIDE-SAN BERNARDINO-ONTARIO, CA MSA
68. Washington County/Township WALLA WALLA - EASTERN WASHINGTON NONMETROPOLITAN AREA
69. California County/Township MERCED - MERCED, CA MSA
70. California County/Township SAN MATEO - SAN FRANCISCO-SAN MATEO-REDWOOD CITY, CA METROPOLITAN DIVISION
71. California County/Township SANTA BARBARA - SANTA BARBARA-SANTA MARIA, CA MSA

OMB Control Number: 1205-0466
Expiration Date: 12/31/2012

Application for Temporary Employment Certification

ETA Form 9142 – APPENDIX B.1
U.S. Department of Labor

For Use in Filing Applications Under the H-2B Non-Agricultural Program ONLY

A. Attorney or Agent Declaration

I hereby certify that I am an employee of, or hired by, the employer listed in Section C of the ETA Form 9142, and that I have been designated by that employer to act on its behalf in connection with this application. I also certify that to the best of my knowledge the information contained herein is true and correct. I understand that to knowingly furnish false information in the preparation of this form and any supplement hereto or to aid, abet, or counsel another to do so is a felony punishable by a $250,000 fine or 5 years in a Federal penitentiary or both (18 U.S.C. 1001).

1. Attorney or Agent's last (family) name	2. First (given) name	3. Middle initial
Judkins	James	K
4. Firm/Business name JKJ Workforce Agency, Inc.		
5. E-Mail address carnival workforce@gmail.com		
6. Signature		7. Date signed 12/17/2012

B. Employer Declaration

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

1. The job opportunity is a bona fide, full-time temporary position, the qualifications for which are consistent with the normal and accepted qualifications required by non-H-2B employers in the same or comparable occupations.
2. The job opportunity is not vacant because the former occupant(s) is (are) on strike or locked out in the course of a labor dispute involving a work stoppage.
3. The job opportunity is open to any qualified U.S. worker regardless of race, color, national origin, age, sex, religion, handicap, or citizenship, and the employer has conducted the required recruitment, in accordance with regulations, and has been unsuccessful in locating sufficient numbers of qualified U.S. applicants for the job opportunity for which certification is sought. Any U.S. workers who applied or apply for the job were or will be rejected only for lawful, job-related reasons, and the employer must retain records of all rejections.
4. The offered terms and working conditions of the job opportunity are normal to workers similarly employed in the area(s) of intended employment and are not less favorable than those offered to the foreign worker(s) and are not less than the minimum terms and conditions required by Federal regulation at 20 CFR 655, Subpart A.
5. The offered wage equals or exceeds the highest of the most recent prevailing wage that is or will be issued by the Department to the employer for the time period the work is performed, or the applicable Federal, State, or local minimum wage, and the employer will pay the offered wage.
6. The offered wage is not based on commissions, bonuses or other incentives, unless the employer guarantees a wage paid on a weekly, bi-weekly, or monthly basis that equals or exceeds the prevailing wage, or the legal Federal or State minimum wage, whichever is highest.
7. During the period of employment that is the subject of the labor certification application, the employer will comply with applicable Federal, State and local employment-related laws and regulations, including employment-related health and safety laws;
8. The employer has not laid off and will not lay off any similarly employed U.S. worker in the occupation that is the subject of the Application for Temporary Employment Certification in the area of intended employment within the period beginning 120 days before the date of need, except where the employer also attests that it offered the job opportunity that is the subject of the application to those laid-off U.S. worker(s) and the U.S. worker(s) either refused the job opportunity or was rejected for the job opportunity for lawful, job-related reasons.

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Application for Temporary Employment Certification

ETA Form 9142 – APPENDIX B.1
U.S. Department of Labor

9. The employer and its agents and/or attorneys have not sought or received payment of any kind from the employee for any activity related to obtaining labor certification, including payment of the employer's attorneys' fees, application fees, or recruitment costs. For purposes of this paragraph, payment includes, but is not limited to, monetary payments, wage concessions (including deductions from wages, salary, or benefits), kickbacks, bribes, tributes, in kind payments, and free labor.

10. Unless the H-2B worker is being sponsored by another subsequent employer, the employer will inform H-2B workers of the requirement that they leave the U.S. at the end of the period certified by the Department or separation from the employer, whichever is earlier, as required under § 655.35, and that if dismissed by the employer prior to the end of the period, the employer is liable for return transportation.

11. Upon the separation from employment of any foreign worker(s) employed under the labor certification application, if such separation occurs prior to the end date of the employment specified in the application, the employer will notify the Department and DHS in writing or any other method specified of the separation from employment not later than forty-eight (48) hours after such separation is discovered by the employer.

12. The employer will not place any H-2B workers employed pursuant to this application outside the area of intended employment listed on the Application for Temporary Employment Certification unless the employer has obtained a new temporary labor certification from the Department.

13. The dates of temporary need, reason(s) for temporary need, and number of worker positions being requested for certification have been truly and accurately stated on the application.

14. If the application is being filed as a job contractor, the employer will not place any H-2B workers employed pursuant to the labor certification application with any other employer or at another employer's worksite unless:

    (i) The employer applicant first makes a bona fide inquiry as to whether the other employer has displaced or intends to displace a similarly employed U.S. worker within the area of intended employment within the period beginning 120 days before and throughout the entire placement of the H-2B worker, the other employer provides written confirmation that it has not so displaced and does not intend to displace such U.S. workers; and
    (ii) All worksites are listed on the certified Application for Temporary Employment Certification.

I hereby designate the agent or attorney identified in section D (if any) of the ETA Form 9142 to represent me for the purpose of labor certification and, by virtue of my signature in Block 3 below, **I take full responsibility** for the accuracy of any representations made by my agent or attorney.

I declare under penalty of perjury that I have read and reviewed this application and that to the best of my knowledge the information contained therein is true and accurate. I understand that to knowingly furnish false information in the preparation of this form and any supplement thereto or to aid, abet, or counsel another to do so is a felony punishable by a $250,000 fine or 5 years in the Federal penitentiary or both (18 U.S.C. 1001).

1. Last (family) name	2. First (given) name	3. Middle initial
BRAJEVICH	MICHAEL	N/A
4. Title		
CEO		
5. Signature		6. Date signed
Michael Brajevich		12/17/2012

ADDENDUM TO ETA 9142

Section F.a.2. Number of Hours Per Week

This Mobile Entertainment Employer is a FLSA (13)(a)(3) exempt employer not subject to an hourly wage, overtime or recordkeeping requirements. The weekly wage has been calculated based upon a standard 40-hour week using the methodology detailed in Section G.1.

If state or local law requires overtime it will be calculated and paid as per applicable federal, state or local regulations. However for purposes of the Federal H-2B Program which respects the employers FLSA 13(a)(3) exemption, employer is not offering an overtime rate of pay nor overtime.

Section F.a.3. Hourly Work Schedule

The work schedule varies widely due to weather conditions, local event organizers, local customs, attendance at the event, day of the week, time of the year and a myriad of other factors. The employer will pay the weekly salary for each week that the worker is employed. Both the SWA and DOL in electronic filings require a set start time and set end time to be posted. The times being posted for recruitment and filing are to provide potential applicants and the agency with a general idea of the afternoon and evening schedules that are typical. Hours on week days will probably be reduced, hours on weekends will probably be increased, and all of the above named conditions can affect the hours actually worked. The employer is not representing to either the applicants or the agencies that these hours are fixed and predictable.

Section F.b.5. Post-Employment Drug and Background Checks

The background checks when conducted do not favor either US or H-2B workers, they are conducted on an equal basis for all employees. Employees come into contact with children at our entertainment events and our company policy, local sponsor policy and common industry practice means that the applicants must be able to pass post-employment background checks in regards to Megan's Law, Felonies and Convictions that would require the employee to register as a sexual offender or predator. Various states, counties, cities and venues require that mobile entertainment operators submit all employees to background checks prior to issuance of operating permits and/or credentials for the workers. These background checks, when conducted, are POST-EMPLOYMENT and are conducted by state/local permitting authorities and/or the venue and apply across the board to all workers, including owners and managers.

The background check is included as a term and condition of employment because employees come into contact with children at our entertainment events and our company policy, local sponsor policy and common industry practice means that the applicants must be able to pass post-employment background checks in regards to Megan's Law, Felonies and Convictions that would require the employee to register as a sexual offender or predator. Not only would we be considered negligent, we could be subject to litigation or criminal prosecution if employees were not subject to background checks. Many fairs (venues) mandate the background checks, so if they were not conducted we would not be able to operate.

We believe that the terms and conditions of employment are normal to similarly employed US workers in this industry. The OABA (Outdoor Amusement Business Association) in conjunction with the IAFE (International Association of Fairs and Expositions) published their "Best Practices" recommendations for Mobile

Entertainment Operators and the Venues, and in those recommendations in 2006, best practices in regards to hiring:

- *"Methods and procedures for obtaining background checks on new employees should be shared by the parties."*
- *"Fairs and Mobile amusement operators should access web sites that provide a register of sex offenders, especially in states that enforce Megan's Law..."*
- *"The hiring practices of both parties should be examined and, whenever possible, steps should be taken to create better employee recruitment and training programs."*

All of the mobile entertainment employers are subject to the same venue & regulatory requirements, so similarly employed workers (US and Foreign) would all be subject to the same terms and conditions.

Various states, localities and venues require either that either the employer conducts drug/background checks or they themselves conduct the drug/background checks prior to issuing operating permits/credentials for the event. As an example of guidelines applicable for industry: http://www.state.il.us/agency/idol/faq/faqcarn.htm *These Illinois regulations require background check for all carnival employees and bar employment for convictions for various violent and sexual offences, require drug screening and are similar to local / venue regulations / requirements*

These terms and conditions are not less favorable than those offered to H-2B workers because all of the mobile entertainment employers are subject to the same venue & regulatory requirements, so similarly employed workers (US and H-2B) would all be subject to the same terms and conditions.

Our terms and conditions of employment are not less than the minimum terms and conditions required by the regulation.

Further and without question, these tests will be administered equally between all US and H2B workers.

It is highly unlikely that any H-2B worker, who passed the background check conducted by the Department of State prior to visa issuance and the Department of Homeland Security CBP prior to visa issuance, would fail the background check, but if the background check indicated something serious (ie: Megan's Law Violation, Conviction for a Sexual Offence, Felony) then we would have to terminate the US or H-2B worker and follow all applicable regulations in providing transportation home, etc.

Section G.1. Basic Rate of Pay Offered

Mobile Entertainment Employer will pay the variable prevailing wage ($323.60 to $368.40, Average $347.88) as per 9141 Prevailing Wage Determination [P-400-12279-745190] attached. If there are changes in work locations, employer will obtain applicable prevailing wage for work location and pay such wage.

Section G.1.a. Overtime Rate of Pay

This Mobile Entertainment Employer is a FLSA (13)(a)(3) exempt employer not subject to an hourly wage, overtime or recordkeeping requirements. If state or local law requires overtime it will be calculated and paid as per applicable Federal, state or local regulations. However for purposes of the Federal H-2B Program which respects the employers FLSA 13(a)(3) exemption, employer is not offering an overtime rate of pay nor overtime.

Section G.3. Additional Wage Information:

On the date that the recruitment commenced the Department of Labor's H-2B Wage Methodology was subject to litigation. It is unknown if the Department will further postpone the effective date, or will be legally barred from implementing, the Wage Methodology for the Temporary Non-Agricultural Employment H-2B Program Final Rule, 76 FR 3452 (Jan 19, 2011).

Accordingly, the employer will pay the Variable Prevailing Wage Determination that is valid at the time of employment. Merit increases and/or bonuses may be awarded at employer discretion.

As per prevailing practices of the mobile entertainment industry for both similarly employed US and foreign workers:

- *Employer makes available mobile housing valued at $125.00 per week.*
- *Employer makes available transportation from venue to venue and scheduled transportation to laundry, shopping valued at $25.00 per week.*
- *Employer is an Equal Opportunity, FLSA Section 13(a)(3) Exempt Employer. Depending upon applicable wage laws, wage to be paid as either weekly or hourly salary, no overtime expected.*

If the wage to be paid is higher that the Variable Prevailing Wage Determination, the employer reserves the right to charge a fee for housing and transportation, but the effective rate of pay will not be lower than the Variable Prevailing Wage Determination.

I declare under penalty of perjury that I have read and reviewed this application and that to the best of my knowledge the information contained therein is true and accurate. *I understand that to knowingly furnish false information in the preparation of this form and any supplement thereto or to aid, abet, or counsel another to do so is a felony punishable by a $250,000 fine or 5 years in the Federal penitentiary or both (18 U.S.C. 1001).*

November 7, 2012

Michael Brajevich, CEO
Butler Amusements, Inc.

Corporate Office
3003 S.W. 153rd Drive Suite 205
Beaverton, Oregon 97006

ATTACHEMENT TO 9142

G.3 Additional Wage Information

START DATE	END DATE	City, State	County	Wage	Weekly
2/1/2013	2/10/2013	Yakima, WA	Yakima County	$8.98	$359.20
2/7/2013	2/10/2013	Holtville, CA	Imperial County	$8.65	$346.00
2/14/2013	2/17/2013	Sunnyside, WA	Yakima County	$8.98	$359.20
2/15/2013	2/18/2013	Cloverdale, CA	Sonoma County	$8.66	$346.40
2/15/2013	2/28/2013	Indio,CA	Riverside County	$8.63	$345.20
2/21/2013	2/24/2013	Petaluma, CA	Sonoma County	$8.66	$346.40
2/22/2013	3/3/2013	Ellensburg, WA	Kittitas County	$8.96	$358.40
2/28/2013	3/3/2013	El Mirage, CA	San Bernardino County	$8.63	$345.20
2/28/2013	3/3/2013	Goodyear, AZ	Maricopa County	$8.23	$329.20
2/28/2013	3/3/2013	Jurupa Valley, CA	Riverside County	$8.63	$345.20
3/1/2013	3/14/2013	Oakland, CA	Alameda, County	$8.61	$344.40
3/7/2013	3/10/2013	Hesperia, CA	San Bernardino County	$8.63	$345.20
3/7/2013	3/17/2013	Wenatchee, WA	Chelan County	$8.97	$358.80
3/8/2013	3/10/2013	Chandler, AZ	Maricopa County	$8.23	$329.20
3/14/2013	3/17/2013	Manteca, CA	San Joaquin County	$8.64	$345.60
3/14/2013	3/17/2013	Soledad, CA	Monterey County	$8.59	$343.60
3/15/2013	3/24/2013	Hayward, CA	Alameda, County	$8.61	$344.40
3/15/2013	3/24/2013	Phoenix, AZ	Maricopa County	$8.23	$329.20
3/15/2013	3/24/2013	Mesa, AZ	Maricopa County	$8.23	$329.20
3/22/2013	3/31/2013	Modesto, CA	Stanislaus County	$8.59	$343.60
3/22/2013	3/31/2013	Moses Lake, WA	Grant County	$8.96	$358.40
3/22/2013	3/31/2013	Oakland, CA	Alameda, County	$8.61	$344.40
3/28/2013	3/31/2013	Martinez, CA	Contra Costa County	$8.61	$344.40
4/2/2013	4/7/2013	Yuma, AZ	Yuma County	$8.22	$328.80
4/4/2013	4/7/2013	Bay Point, CA	Contra Costa County	$8.61	$344.40
4/4/2013	4/7/2013	Santa Rosa, CA	Sonoma County	$8.66	$346.40
4/4/2013	4/7/2013	Antelope, CA	Sacramento County	$8.62	$344.80
4/5/2013	4/14/2013	Spokane, WA	Spokane County	$8.99	$359.60
4/10/2013	4/14/2013	Phoenix, AZ	Maricopa County	$8.23	$329.20
4/11/2013	4/14/2013	Tracy, CA	San Joaquin County	$8.64	$345.60
4/11/2013	4/14/2013	Daly City, CA	San Mateo County	$9.12	$364.80
4/11/2013	4/14/2013	Richmond, CA	Contra Costa County	$8.61	$344.40
4/18/2013	4/28/2013	Pullman, WA	Whitman County	$9.02	$360.80
4/19/2013	4/21/2013	San Mateo, CA	San Mateo County	$9.12	$364.80
4/19/2013	4/21/2013	Lompoc, CA	Santa Barbara County	$8.55	$342.00

Corporate Office
3003 S.W. 153rd Drive Suite 205
Beaverton, Oregon 97006

4/19/2013	4/21/2013	Morgan Hill, CA	Santa Clara County	$8.68	$347.20
4/19/2013	4/21/2013	Concord, CA	Contra Costa County	$8.61	$344.40
4/24/2013	4/28/2013	Santa Barbara, CA	Santa Barbara County	$8.55	$342.00
4/26/2013	4/28/2013	Redwood City, CA	San Mateo County	$9.12	$364.80
5/1/2013	5/5/2013	Los Banos, CA	Merced County	$8.61	$344.40
5/2/2013	5/5/2013	Walla Walla, WA	Walla Walla County	$9.02	$360.80
5/2/2013	5/5/2013	Barstow, CA	San Bernardino County	$8.63	$345.20
5/2/2013	5/5/2013	Lincoln, CA	Placer County	$8.62	$344.80
5/3/2013	5/5/2013	Hollister, CA	San Benito County	$8.68	$347.20
5/8/2013	5/12/2013	Las Vegas, NV	Clark County	$8.15	$326.00
5/9/2013	5/12/2013	Dixon, CA	Solano County	$8.73	$349.20
5/9/2013	5/12/2013	Kennewick, WA	Benton County	$9.21	$368.40
5/10/2013	5/12/2013	Mountain View, CA	Santa Clara County	$8.68	$347.20
5/15/2013	5/19/2013	Porterville, CA	Tulare County	$8.77	$350.80
5/16/2013	5/19/2013	Orland, CA	Glenn County	$8.59	$343.60
5/16/2013	5/19/2013	Orangevale, CA	Sacramento County	$8.62	$344.80
5/16/2013	5/19/2013	King City, CA	Monterey County	$8.59	$343.60
5/16/2013	5/19/2013	Westminster, CA	Orange County	$8.90	$356.00
5/16/2013	5/19/2013	Vancouver, WA	Clark County	$8.90	$356.00
5/23/2013	5/27/2013	Chico, CA	Butte County	$8.59	$343.60
5/23/2013	5/26/2013	Kelso, WA	Cowlitz County	$9.05	$362.00
5/24/2013	5/27/2013	Garden Grove, CA	Orange County	$8.90	$356.00
5/24/2013	5/27/2013	Coalinga, CA	Fresno County	$8.62	$344.80
5/30/2013	6/2/2013	San Diego, CA	San Diego County	$8.67	$346.80
5/30/2013	6/2/2013	Fort Bragg, CA	Mendocino County	$8.57	$342.80
5/30/2013	6/2/2013	Olympia, WA	Thurston County	$9.02	$360.80
5/31/2013	6/9/2013	Oakland, CA	Alameda, County	$8.61	$344.40
5/31/2013	6/2/2013	Ukiah, CA	Mendocino County	$8.57	$342.80
5/31/2013	6/2/2013	Foster City, CA	San Mateo County	$9.12	$364.80
6/6/2013	6/9/2013	Beaumont, CA	Riverside County	$8.63	$345.20
6/6/2013	6/9/2013	Covington, WA	King County	$9.04	$361.60
6/7/2013	6/9/2013	San Jose, CA	Santa Clara County	$8.68	$347.20
6/8/2013	6/16/2013	San Mateo, CA	San Mateo County	$9.12	$364.80
6/12/2013	6/16/2013	Anderson, CA	Shasta County	$8.54	$341.60
6/12/2013	6/16/2013	Merced, CA	Merced County	$8.61	$344.40
6/13/2013	6/16/2013	Snohomish, WA	Snohomish County	$9.04	$361.60
6/19/2013	7/7/2013	Pleasanton, CA	Alameda, County	$8.61	$344.40
6/20/2013	6/23/2013	Stockton, CA	San Joaquin County	$8.64	$345.60
6/20/2013	6/23/2013	Auburn, WA	King County	$9.04	$361.60

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6/26/2013	6/30/2013	Lompoc, CA	Santa Barbara County	$8.55	$342.00
6/27/2013	6/30/2013	Martinez, CA	Contra Costa County	$8.61	$344.40
6/27/2013	6/30/2013	Lakewood, WA	Pierce County	$9.02	$360.80
6/28/2013	6/30/2013	San Jose, CA	Santa Clara County	$8.68	$347.20
7/3/2013	7/7/2013	San Rafael, CA	Marin County	$9.12	$364.80
7/4/2013	7/7/2013	Redwood City, CA	San Mateo County	$9.12	$364.80
7/4/2013	7/7/2013	Seattle, WA	King County	$9.04	$361.60
7/12/2013	7/28/2013	Sacramento, CA	Sacramento County	$8.62	$344.80
7/12/2013	7/21/2013	Turlock, CA	Stanislaus County	$8.59	$343.60
7/12/2013	7/14/2013	Lincoln, OR	Lincoln County	$8.94	$357.60
7/23/2013	7/27/2013	Myrtle Point, OR	Coos County	$8.94	$357.60
7/25/2013	7/28/2013	Hillsboro, OR	Washington County	$8.90	$356.00
7/31/2013	8/11/2013	Ventura, CA	Ventura County	$8.64	$345.60
7/31/2013	8/4/2013	Vallejo, CA	Solano County	$8.73	$349.20
8/1/2013	8/4/2013	San Jose, CA	Santa Clara County	$8.68	$347.20
8/1/2013	8/4/2013	Ukiah, CA	Mendocino County	$8.57	$342.80
8/2/2013	8/11/2013	Ridgefield, WA	Clark County	$8.90	$356.00
8/7/2013	8/11/2013	Grass Valley, CA	Nevada County	$8.61	$344.40
8/13/2013	8/18/2013	Chehalis, WA	Lewis County	$8.99	$359.60
8/16/2013	8/25/2013	Boise, ID	Ada County	$8.10	$324.00
8/22/2013	9/2/2013	Monroe, WA	Snohomish County	$9.04	$361.60
8/27/2013	8/31/2013	Bishop, CA	Inyo County	$8.62	$344.80
8/31/2013	9/7/2013	Blackfoot, ID	Bingham County	$8.09	$323.60
9/6/2013	9/15/2013	Spokane, WA	Spokane County	$8.99	$359.60
9/10/2013	9/15/2013	Las Vegas, NV	Clark County	$8.15	$326.00
9/12/2013	9/15/2013	Lodi, CA	San Joaquin County	$8.64	$345.60
9/20/2013	9/29/2013	Bakersfield, CA	Kern County	$8.52	$340.80
9/20/2013	9/29/2013	Yakima, WA	Yakima County	$8.98	$359.20
10/2/2013	10/13/2013	Fresno, CA	Fresno County	$8.62	$344.80
10/4/2013	10/6/2013	Los Gatos, CA	Santa Clara County	$8.68	$347.20
10/4/2013	10/6/2013	Ceres, CA	Stanislaus County	$8.59	$343.60
10/11/2013	10/20/2013	Hayward, CA	Alameda County	$8.61	$344.40
10/17/2013	10/20/2013	Ridgecrest, CA	Kern County	$8.52	$340.80
10/21/2013	10/31/2013	Los Banos, CA	Merced County	$8.61	$344.40

Employer will pay variable prevailing wage in the listed venues as per the 9141 Attached.

Employer is traveling amusement operation. Above is a complete listing of booked and anticipated (pending) locations for the time period covered by this Job Order, listing city, county, state and prevailing wage listing from ONET/OES Site. It should be noted that for

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several dates there are multiple locations listed. Due to the nature of the business, there are some events that are large enough to support the entire carnival. At other points in time the show must spend some equipment (and workers) to additional locations. When our tour schedule requires our show to handle simultaneous locations or overlapping locations, employer will send workers to locations depending upon the venue and how many rides we will have operating at one venue in comparison to the number of rides operating at the other venues. Our unit continues with the other listed venues and we repeat the process when we encounter simultaneous or overlapping locations again.

11/7/2012

Michael Brajevich
CEO

☐	California	County/Township	MERCED - MERCED, CA MSA
☐	California	County/Township	KERN - BAKERSFIELD, CA MSA
☐	California	County/Township	ALAMEDA - OAKLAND-FREMONT-HAYWARD, CA METROPOLITAN DIVISION
☐	California	County/Township	STANISLAUS - MODESTO, CA MSA
☐	California	County/Township	SANTA CLARA - SAN JOSE-SUNNYVALE-SANTA CLARA, CA MSA
☐	California	County/Township	FRESNO - FRESNO, CA MSA
☐	Washington	County/Township	YAKIMA - YAKIMA, WA MSA
☐	California	County/Township	KERN - BAKERSFIELD, CA MSA
☐	California	County/Township	SAN JOAQUIN - STOCKTON, CA MSA
☐	Nevada	County/Township	CLARK - LAS VEGAS-PARADISE, NV MSA
☐	Washington	County/Township	SPOKANE - SPOKANE, WA MSA
☐	Idaho	County/Township	BINGHAM - EAST IDAHO NONMETROPOLITAN AREA
☐	California	County/Township	INYO - EASTERN SIERRA REGION OF CALIFORNIA NONMETROPOLITAN AREA
☐	Washington	County/Township	SNOHOMISH - SEATTLE-BELLEVUE-EVERETT, WA METROPOLITAN DIVISION
☐	Idaho	County/Township	ADA - BOISE CITY-NAMPA, ID MSA
☐	Washington	County/Township	LEWIS - SOUTHWESTERN WASHINGTON NONMETROPOLITAN AREA
☐	California	County/Township	NEVADA - NORTHERN MOUNTAINS REGION OF CALIFORNIA NONMETROPOLITAN AREA
☐	Washington	County/Township	CLARK - PORTLAND-VANCOUVER-BEAVERTON, OR-WA MSA
☐	California	County/Township	MENDOCINO - NORTH COAST REGION OF CALIFORNIA NONMETROPOLITAN AREA
☐	California	County/Township	SANTA CLARA - SAN JOSE-SUNNYVALE-SANTA CLARA, CA MSA
☐	California	County/Township	SOLANO - VALLEJO-FAIRFIELD, CA MSA
☐	California	County/Township	VENTURA - OXNARD-THOUSAND OAKS-VENTURA, CA MSA
☐	Oregon	County/Township	WASHINGTON - PORTLAND-VANCOUVER-BEAVERTON, OR-WA MSA
☐	Oregon	County/Township	COOS - COASTAL OREGON

			NONMETROPOLITAN AREA
☐	Oregon	County/Township	LINCOLN - COASTAL OREGON NONMETROPOLITAN AREA
☐	California	County/Township	STANISLAUS - MODESTO, CA MSA
☐	California	County/Township	SACRAMENTO - SACRAMENTO--ARDEN-ARCADE--ROSEVILLE, CA MSA
☐	Washington	County/Township	KING - SEATTLE-BELLEVUE-EVERETT, WA METROPOLITAN DIVISION
☐	California	County/Township	SAN MATEO - SAN FRANCISCO-SAN MATEO-REDWOOD CITY, CA METROPOLITAN DIVISION
☐	California	County/Township	MARIN - SAN FRANCISCO-SAN MATEO-REDWOOD CITY, CA METROPOLITAN DIVISION
☐	California	County/Township	SANTA CLARA - SAN JOSE-SUNNYVALE-SANTA CLARA, CA MSA
☐	Washington	County/Township	PIERCE - TACOMA, WA METROPOLITAN DIVISION
☐	California	County/Township	CONTRA COSTA - OAKLAND-FREMONT-HAYWARD, CA METROPOLITAN DIVISION
☐	California	County/Township	SANTA BARBARA - SANTA BARBARA-SANTA MARIA, CA MSA
☐	Washington	County/Township	KING - SEATTLE-BELLEVUE-EVERETT, WA METROPOLITAN DIVISION
☐	California	County/Township	SAN JOAQUIN - STOCKTON, CA MSA
☐	California	County/Township	ALAMEDA - OAKLAND-FREMONT-HAYWARD, CA METROPOLITAN DIVISION
☐	Washington	County/Township	SNOHOMISH - SEATTLE-BELLEVUE-EVERETT, WA METROPOLITAN DIVISION
☐	California	County/Township	MERCED - MERCED, CA MSA
☐	California	County/Township	SHASTA - REDDING, CA MSA
☐	California	County/Township	SAN MATEO - SAN FRANCISCO-SAN MATEO-REDWOOD CITY, CA METROPOLITAN DIVISION
☐	California	County/Township	SANTA CLARA - SAN JOSE-SUNNYVALE-SANTA CLARA, CA MSA
☐	Washington	County/Township	KING - SEATTLE-BELLEVUE-EVERETT, WA METROPOLITAN DIVISION

☐	California	County/Township	RIVERSIDE - RIVERSIDE-SAN BERNARDINO-ONTARIO, CA MSA
☐	California	County/Township	SAN MATEO - SAN FRANCISCO-SAN MATEO-REDWOOD CITY, CA METROPOLITAN DIVISION
☐	California	County/Township	MENDOCINO - NORTH COAST REGION OF CALIFORNIA NONMETROPOLITAN AREA
☐	California	County/Township	ALAMEDA - OAKLAND-FREMONT-HAYWARD, CA METROPOLITAN DIVISION
☐	Washington	County/Township	THURSTON - OLYMPIA, WA MSA
☐	California	County/Township	MENDOCINO - NORTH COAST REGION OF CALIFORNIA NONMETROPOLITAN AREA
☐	California	County/Township	SAN DIEGO - SAN DIEGO-CARLSBAD-SAN MARCOS, CA MSA
☐	California	County/Township	FRESNO - FRESNO, CA MSA
☐	California	County/Township	ORANGE - SANTA ANA-ANAHEIM-IRVINE, CA METROPOLITAN DIVISION
☐	Washington	County/Township	COWLITZ - LONGVIEW, WA MSA
☐	California	County/Township	BUTTE - CHICO, CA MSA
☐	Washington	County/Township	CLARK - PORTLAND-VANCOUVER-BEAVERTON, OR-WA MSA
☐	California	County/Township	ORANGE - SANTA ANA-ANAHEIM-IRVINE, CA METROPOLITAN DIVISION
☐	California	County/Township	MONTEREY - SALINAS, CA MSA
☐	California	County/Township	SACRAMENTO - SACRAMENTO--ARDEN-ARCADE--ROSEVILLE, CA MSA
☐	California	County/Township	GLENN - NORTH VALLEY REGION OF CALIFORNIA NONMETROPOLITAN AREA
☐	California	County/Township	TULARE - VISALIA-PORTERVILLE, CA MSA
☐	California	County/Township	SANTA CLARA - SAN JOSE-SUNNYVALE-SANTA CLARA, CA MSA
☐	California	County/Township	SAN BENITO - SAN JOSE-SUNNYVALE-SANTA CLARA, CA MSA
☐	Washington	County/Township	BENTON - KENNEWICK-RICHLAND-PASCO, WA MSA
☐	California	County/Township	SOLANO - VALLEJO-FAIRFIELD, CA MSA
☐	Nevada	County/Township	CLARK - LAS VEGAS-PARADISE, NV MSA

☐	California	County/Township	PLACER - SACRAMENTO--ARDEN-ARCADE--ROSEVILLE, CA MSA
☐	California	County/Township	SAN BERNARDINO - RIVERSIDE-SAN BERNARDINO-ONTARIO, CA MSA
☐	Washington	County/Township	WALLA WALLA - EASTERN WASHINGTON NONMETROPOLITAN AREA
☐	California	County/Township	MERCED - MERCED, CA MSA
☐	California	County/Township	SAN MATEO - SAN FRANCISCO-SAN MATEO-REDWOOD CITY, CA METROPOLITAN DIVISION
☐	California	County/Township	SANTA BARBARA - SANTA BARBARA-SANTA MARIA, CA MSA
☐	California	County/Township	CONTRA COSTA - OAKLAND-FREMONT-HAYWARD, CA METROPOLITAN DIVISION
☐	California	County/Township	SANTA CLARA - SAN JOSE-SUNNYVALE-SANTA CLARA, CA MSA
☐	California	County/Township	SANTA BARBARA - SANTA BARBARA-SANTA MARIA, CA MSA
☐	California	County/Township	SAN MATEO - SAN FRANCISCO-SAN MATEO-REDWOOD CITY, CA METROPOLITAN DIVISION
☐	Washington	County/Township	WHITMAN - EASTERN WASHINGTON NONMETROPOLITAN AREA
☐	California	County/Township	CONTRA COSTA - OAKLAND-FREMONT-HAYWARD, CA METROPOLITAN DIVISION
☐	California	County/Township	SAN MATEO - SAN FRANCISCO-SAN MATEO-REDWOOD CITY, CA METROPOLITAN DIVISION
☐	California	County/Township	SAN JOAQUIN - STOCKTON, CA MSA
☐	Arizona	County/Township	MARICOPA - PHOENIX-MESA-SCOTTSDALE, AZ MSA
☐	Washington	County/Township	SPOKANE - SPOKANE, WA MSA
☐	California	County/Township	SACRAMENTO - SACRAMENTO--ARDEN-ARCADE--ROSEVILLE, CA MSA
☐	California	County/Township	SONOMA - SANTA ROSA-PETALUMA, CA MSA
☐	California	County/Township	CONTRA COSTA - OAKLAND-FREMONT-HAYWARD, CA METROPOLITAN

			DIVISION
☐	Arizona	County/Township	YUMA - YUMA, AZ MSA
☐	California	County/Township	CONTRA COSTA - OAKLAND-FREMONT-HAYWARD, CA METROPOLITAN DIVISION
☐	California	County/Township	ALAMEDA - OAKLAND-FREMONT-HAYWARD, CA METROPOLITAN DIVISION
☐	Washington	County/Township	GRANT - CENTRAL WASHINGTON NONMETROPOLITAN AREA
☐	California	County/Township	STANISLAUS - MODESTO, CA MSA
☐	Arizona	County/Township	MARICOPA - PHOENIX-MESA-SCOTTSDALE, AZ MSA
☐	California	County/Township	ALAMEDA - OAKLAND-FREMONT-HAYWARD, CA METROPOLITAN DIVISION
☐	California	County/Township	MONTEREY - SALINAS, CA MSA
☐	California	County/Township	SAN JOAQUIN - STOCKTON, CA MSA
☐	Arizona	County/Township	MARICOPA - PHOENIX-MESA-SCOTTSDALE, AZ MSA
☐	Washington	County/Township	CHELAN - WENATCHEE, WA MSA
☐	California	County/Township	SAN BERNARDINO - RIVERSIDE-SAN BERNARDINO-ONTARIO, CA MSA
☐	California	County/Township	ALAMEDA - OAKLAND-FREMONT-HAYWARD, CA METROPOLITAN DIVISION
☐	California	County/Township	RIVERSIDE - RIVERSIDE-SAN BERNARDINO-ONTARIO, CA MSA
☐	Arizona	County/Township	MARICOPA - PHOENIX-MESA-SCOTTSDALE, AZ MSA
☐	California	County/Township	SAN BERNARDINO - RIVERSIDE-SAN BERNARDINO-ONTARIO, CA MSA
☐	Washington	County/Township	KITTITAS - CENTRAL WASHINGTON NONMETROPOLITAN AREA
☐	California	County/Township	SONOMA - SANTA ROSA-PETALUMA, CA MSA
☐	California	County/Township	RIVERSIDE - RIVERSIDE-SAN BERNARDINO-ONTARIO, CA MSA
☐	California	County/Township	SONOMA - SANTA ROSA-PETALUMA, CA MSA

- Washington County/Township YAKIMA - YAKIMA, WA MSA
- California County/Township IMPERIAL - EL CENTRO, CA MSA
- Washington County/Township YAKIMA - YAKIMA, WA MSA

OMB No. 1615-0009, Expires 10/31/2013

Department of Homeland Security
U.S. Citizenship and Immigration Services

I-129, Petition for a Nonimmigrant Worker

START HERE - Type or print in black ink.

Part 1. Petitioner Information

*(If the employer is an individual, complete **Number 1**; Organizations complete **Number 2.**) Use the mailing address of the petitioner.*

1. Legal Name of Employer:

   a. Last Name *(Family Name)*

   b. First Name *(Given Name)*

   c. Full Middle Name

2. Company or Organization:
   Name of Company or Organization

   Butler Amusements, Inc.

3. Mailing Address:

   a. C/O: *(In Care Of, if any)*

   Michael Brajevich, CEO

   b. Street Number and Name

   3003 SW 153rd Drive

   c. Suite/Apt. Number

   Ste 205

   d. City

   Beaverton

   e. State/Province

   OR

   f. Country

   USA

   g. Zip/Postal Code

   97006

   h. Telephone Number (include area code) *(Do not leave spaces or type any special characters)*

   (503) 643-6610

   i. E-Mail Address

   carnival.workforce@gmail.co

   j. Federal Employer Identification Number

   77-0014796

   k. Individual Tax Number

   N/A

   l. Social Security Number

   N/A

Receipt

Class: _____

# of Workers: _____

Job Code: _____

Validity Dates: _____

From: _____

To: _____

☐ **Classification Approved**
- ☐ Consulate/POE/PFI Notified At _____
- ☐ Extension Granted
- ☐ COS/Extension Granted

Partial Approval *(explain)*

Action Block

Part 2. Information About This Petition *(See instructions for fee information.)*

1. **Requested Nonimmigrant Classification** *(Write classification symbol):* H-2B

2. **Basis for Classification** *(Check one):*

- [x] a. New employment.
- [ ] b. Continuation of previously approved employment without change with the same employer.
- [ ] c. Change in previously approved employment.
- [ ] d. New concurrent employment.
- [ ] e. Change of employer.
- [ ] f. Amended petition.

3. Provide the most recent petition/application receipt number for the beneficiary. If none exists, indicate "N/A."

N/A

4. **Requested Action** *(Check one):*

- [x] a. Notify the office in **Part 4** so each beneficiary can obtain a visa or be admitted. **(NOTE:** *A petition is not required for an E-1, E-2, H-1B1 Chile Singapore, or TN visa.)*
- [ ] b. Change each beneficiary's status and extend their stay since he, she, or they are all now in the U.S. in another status *(see instructions for limitations)*. This is available only where you check "New Employment" in **Item 2.** above.
- [ ] c. Extend the stay of each beneficiary since he, she, or they now hold this status.
- [ ] d. Amend the stay of each beneficiary since he, she, or they now hold this status.
- [ ] e. Extend the status of a nonimmigrant classification based on a Free Trade Agreement. *(See Free Trade Supplement for TN and H1B1 to Form I-129.)*
- [ ] f. Change status to a nonimmigrant classification based on a Free Trade Agreement. *(See Free Trade Supplement for TN and H1B1 to Form I-129.)*

5. **Total number of workers in petition** *(See instructions relating to when more than one worker can be included.):* 246

Part 3. Beneficiary Information: Information about the beneficiary/beneficiaries you are filing for. *Complete the blocks below. Use the continuation sheet to name each beneficiary included in this petition.*

1.| f an Entertainment Group, Give the Group Name

N/A

a. Family Name *(Last Name)*: 246 UNNAMED H-2B WORKERS

b. Given Name *(First Name)*: N/A

c. Full Middle Name: N/A

d. All Other Names Used *(include aliases, maiden name and names from all previous marriages)*: N/A | N/A | N/A

e. Date of Birth *(mm/dd/yyyy)*: N/A

f. Gender: ☐ Male ☐ Female

g. U.S. Social Security Number *(if any)*: N/A

h. A-Number *(if any)*: A- N/A

i. Country of Birth: N/A

j. Province of Birth: N/A

k. Country of Citizenship: N/A

2.| f in the United States, complete the following:

a. Date of Last Arrival *(mm/dd/yyyy)*: N/A

b. I-94 Number *(Arrival/Departure Document)*: N/A

c. Current Nonimmigrant Status: N/A

d. Date Status Expires *(mm/dd/yyyy) or D/S*: N/A

e. Student & Exchange Visitor Information System (SEVIS) Number *(if any)*: N/A

f. Employment Authorization Document (EAD) Number *(if any)*: N/A

g. Passport Number: N/A

h. Date Passport Issued *(mm/dd/yyyy)*: N/A

i. Date Passport Expires *(mm/dd/yyyy)*: N/A

j. Current U.S. Address (if applicable): N/A

Part 4. Processing Information

1. If the beneficiary or beneficiaries named in **Part 3** is/are outside the United States or a requested extension of stay or change of status cannot be granted, state the U.S. consulate or inspection facility you want notified if this petition is approved.

a. Type of Office *(Check one)*: ☒ Consulate ☐ Pre-flight inspection ☐ Port of Entry

b. Office Address *(City)*: Monterrey

c. U.S. State or Foreign Country: Mexico

d. Beneficiary's Foreign Address: N/A Unnamed Beneficiaries

Butler: 2018-TNE-19
Administrator's Exhibit
Ex. D-3, Page 32

Part 4. Processing Information *(Continued)*

2. Does each person in this petition have a valid passport?

☐ Not required to have passport ☐ No - Go to **Page 7, Part 9** and write your explanation ☒ Yes

3. Are you filing any other petitions with this one? ☒ No ☐ Yes - How many?

4. Are applications for replacement/initial I-94s being filed with this petition? ☒ No ☐ Yes - How many?

5. Are applications by dependents being filed with this petition? ☒ No ☐ Yes - How many?

6. Is any beneficiary in this petition in removal proceedings? ☒ No ☐ Yes - explain on **Page 7, Part 9**

7. Have you ever filed an immigrant petition for any beneficiary in this petition? ☒ No ☐ Yes - explain on **Page 7, Part 9**

8. If you indicated you were filing a new petition in **Part 2** within the past 7 years, has any beneficiary in this petition:

a. Ever been given the classification you are now requesting? ☐ No ☒ Yes - explain on **Page 7, Part 9**

b. Ever been denied the classification you are now requesting? ☐ No ☒ Yes - explain on **Page 7, Part 9**

9. Have you ever previously filed a petition for this beneficiary? ☐ No ☒ Yes - explain on **Page 7, Part 9**

10. If you are filing for an entertainment group, has any beneficiary in this petition not been with the group for at least 1 year? ☐ No ☐ Yes - explain on **Page 7, Part 9**

11a. Has any beneficiary in this petition ever been a J-1 exchange visitor or J-2 dependent of a J-1 exchange visitor? ☒ No ☐ Yes

11b. If yes to **11a**, provide the dates the beneficiary maintained status as a J-1 exchange visitor or J-2 dependent. Also, provide evidence of this status by attaching a copy of either a DS-2019, Certificate of Eligibility for Exchange Visitor status, a Form IAP-66, or a copy of the passport that includes the J visa stamp.

Part 5. Basic Information About the Proposed Employment and Employer *(Attach the supplement relating to the classification you are requesting.)*

1. Job Title

Amusement and Recreation Attendants

2. LCA or ETA Case Number

R-400-12313-874905

3. Address where the beneficiary(es) will work if different from address in **Part 1**. *(Street number and name, city/town, state, zip code)*

MOBILE ENTERTAINMENT - TRAVEL AS PER THE ATTACHED ITINERARY

4. Is an itinerary included with the petition? ☐ No ☒ Yes

5. Will the beneficiary work off-site? ☒ No ☐ Yes

Part 7. Signature *Read the information on penalties in the instructions before completing this section.*

I certify, under penalty of perjury that this petition and the evidence submitted with it are true and correct to the best of my knowledge. I authorize the release of any information from my records, or from the petitioning organization's records that U.S. Citizenship and Immigration Services needs to determine eligibility for the benefit being sought. I recognize the authority of USCIS to conduct audits of this petition using publicly available open source information. I also recognize that supporting evidence submitted may be verified by USCIS through any means determined appropriate by USCIS, including but not limited to, on-site compliance reviews.

If filing this petition on behalf of an organization, I certify that I am authorized to do so by the organization.

Signature | **Daytime Phone Number** *(Area/Country Code)*

503-643-6610

Print Name | **Date** *(mm/dd/yyyy)*

Michael Brajevich, CEO | 12/17/2012

NOTE: If you do not completely fill out this form and the required supplement, or fail to submit required documents listed in the instructions, the person(s) filed for may not be found eligible for the requested benefit and this petition may be denied.

Part 8. Signature of Person Preparing Form, If Other Than Above

I declare that I prepared this petition at the request of the above person and I certify that it is true and correct to the best of my knowledge.

Signature | **Daytime Phone Number** *(Area/Country Code)*

956-748-0550

Print Name | **Date** *(mm/dd/yyyy)*

JAMES ~~KENDR~~ICK JUDKINS | 12/17/2012

Firm Name and Address

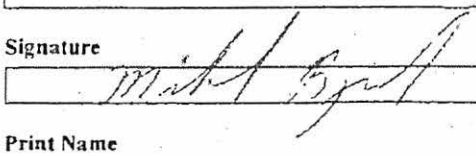
JKJ WORKFORCE AGENCY
32775 FM 106
RIO HONDO, TX 78583

Part 9. Explanation Page

4.8.A. UNNAMED BENEFICIARIES.
4.8.B. UNNAMED BENEFICIARIES.
4.9. UNNAMED BENEFICIARIES.

5.8. MOBILE ENTERTAINMENT - EMPLOYER WILL PAY THE VARIABLE PREVAILING WAGE AS PER DOL ETA 9142 LABOR CERTIFICATION AND ITEMIZED ITINERARY ATTACHED.

Signature



Date *(mm dd yyyy)*

12/17/2012

Print Name

Michael Brajevich, CEO

OMB No. 1615-0009, Expires 10/07/2013

Department of Homeland Security
U.S. Citizenship and Immigration Services

H Classification
Supplement to Form I-129

1. Name of the petitioner

Butler Amusements, Inc.

2. Name of the beneficiary or if this petition includes multiple beneficiaries, the total number of beneficiaries

246 UNNAMED BENEFICIARIES

3. List each beneficiary's prior periods of stay in H or L classification in the United States for the last 6 years (beneficiaries requesting H-2A or H-2B classification need only list the last 3 years). Be sure to only list those periods in which each beneficiary was actually in the United States in an H or L classification. Do not include periods in which the beneficiary was in a dependent status, for example, H-4 or L-2 status.

NOTE: Submit photocopies of Forms I-94, I-797, and/or other USCIS issued documents noting these periods of stay in the H or L classification. If more space is needed, attach an additional sheet.

Subject's Name	Period of Stay *(mm/dd/yyyy)*	
	From	To
N/A UNNAMED BENEFICIARIES		

4. Classification sought *(Check one)*

- ☐ a. H-1B Specialty Occupation
- ☐ b. H-1B2 Exceptional services relating to a cooperative research and development project administered by the U.S. Department of Defense (DOD)
- ☐ c. H-1B3 Fashion model of national or international acclaim
- ☐ d. H-1C Registered Nurse
- ☐ e. H-2A Agricultural worker
- ☒ f. H-2B Non-agricultural worker
- ☐ g. H-3 Trainee
- ☐ h. H-3 Special education exchange visitor program

5. Are you filing this petition on behalf of an alien subject to the Guam-CNMI cap exemption under Public Law 110-229? ☒ No ☐ Yes

Section 1. Complete This Section If Filing for H-1B Classification

1. Describe the proposed duties

2. Beneficiary's present occupation and summary of prior work experience

Part 5. Basic Information About the Proposed Employment and Employer (*Attach the supplement relating to the classification you are requesting.*) *(Continued)*

6. Will the beneficiary(ies) work exclusively in the CNMI? ☒ No ☐ Yes

7. Is this a full-time position?
☐ No ☒ Yes If "No." Hours per week:

8. Wages per week or per year:
AS PER ATTACHED

9. Other Compensation *(Explain)*

10. Dates of intended employment *(mm dd yyyy)*: From: 02/01/2013 To: 10/31/2013

11. Type of Business
MOBILE ENTERTAINMENT - TRAVELING CARNIVAL COMPANY

12. Year Established	13. Current Number of Employees in the U.S.	14. Gross Annual Income	15. Net Annual Income
1969	VARY 0-500	$32,000,000.00	$425,985.00

Part 6. Certification Regarding the Release of Controlled Technology or Technical Data to Foreign Persons in the United States

(For H-1B, H-1B1 Chile/Singapore, L-1, and O-1A petitions only. This section of the form is not required for all other classifications. See **Page 3** of the Instructions before completing this section.)

Check Box 1 or Box 2 as appropriate:

With respect to the technology or technical data the petitioner will release or otherwise provide access to the beneficiary, the petitioner certifies that it has reviewed the Export Administration Regulations (EAR) and the International Traffic in Arms Regulations (ITAR) and has determined that:

☐ 1. A license is not required from either U.S. Department of Commerce or the U.S. Department of State to release such technology or technical data to the foreign person; or

☐ 2. A license is required from the U.S. Department of Commerce and/or the U.S. Department of State to release such technology or technical data to the beneficiary and the petitioner will prevent access to the controlled technology or technical data by the beneficiary until and unless the petitioner has received the required license or other authorization to release it to the beneficiary.

Section 1. Complete This Section If Filing for H-1B Classification *(Continued)*

Statement for H-1B specialty occupations only:

By filing this petition, I agree to, and will abide by, the terms of the labor condition application (LCA) for the duration of the beneficiary's authorized period of stay for H-1B employment. I certify that I will maintain a valid employer-employee relationship with the beneficiary at all times. If the beneficiary is assigned to a position in a new location I will obtain and post an LCA for that site prior to reassignment.

I further understand that I cannot charge the beneficiary the ACWIA fee, and that any other required reimbursement will be considered an offset against wages and benefits paid relative to the LCA.

Signature of Petitioner	Print or Type Name	Date *(mm/dd/yyyy)*

Statement for H-1B specialty occupations and U.S. Department of Defense projects:

As an authorized official of the employer, I certify that the employer will be liable for the reasonable costs of return transportation of the alien abroad if the beneficiary is dismissed from employment by the employer before the end of the period of authorized stay.

Signature of Authorized Official of Employer	Print or Type Name	Date *(mm/dd/yyyy)*

Statement for H-1B U.S. Department of Defense projects only:

I certify that the beneficiary will be working on a cooperative research and development project or a co-production project under a reciprocal government-to-government agreement administered by the U.S. Department of Defense.

Signature of DOD Project Manager	Print or Type Name	Date *(mm/dd/yyyy)*

Section 2. Complete This Section If Filing For H-1C Classification

I certify under penalty of perjury, under the laws of the United States of America, that this attachment and the evidence submitted with it is true and correct. If filing this petition on behalf of an organization or entity, I certify that I am empowered to do so by that organization or entity. I authorize the release of any information from my records, or from the petitioning organization or entity's records, that U.S. Citizenship and Immigration Services may need to determine eligibility for the benefit being sought.

Signature	Print or Type Name
Title	**Date** *(mm/dd/yyyy)*

Firm Name and Address

Section 3. Complete This Section If Filing for H-2A or H-2B Classification

1. Employment is: *(Check one)*

- [x] a. Seasonal
- [ ] b. Peak Load
- [ ] c. Intermittent
- [ ] d. One-time occurrence

2. Temporary need is: *(Check one)*

- [ ] a. Unpredictable
- [ ] b. Periodic
- [x] c. Recurrent annually

3. Explain your temporary need for the beneficiary or beneficiaries' services *(Attach a separate sheet if additional space is needed.)*

Our family has been in the Carnival Business all of our lives,providing entertainment, rides, games and concessions on a seasonal basis. This company was founded in 1969.

We have a seasonal need for these workers, recurring on an annual basis. This is because we are open for a specific season each year and we are a traveling business, the work is evenings and weekends, and it is very difficult to find workers willing to travel from State to State. Even with the economic downturn people do not want to leave their homes and families to travel from event to event. We are unable to find available workers in the US to fill the positions to travel with the show.

This is a need that is seasonal and expected to be recurrent annually from February through October each year. The business has been seasonal since we began, completely shutting down for the months of November through end of January each year, and the need for seasonal workers has been constant.

We engage in extensive recruiting in hopes of fulfilling our seasonal needs. This recruiting process includes newspaper ads, using the DOL Job Search Protocol and help wanted signs at all of our locations. Our chronic need for employees is not filled.

While our need for temporary workers is recurrent annually, predictable and seasonal, the nature of the outdoor amusement business is that our events have longer hours and higher attendance when school is not in session, requiring an increase in staff when school vacation starts. We request permission for staggered entry for a limited number of workers when our temporary need increases based upon this business need.

4. List the country(ies) of citizenship of the H-2A/H-2B worker(s) you plan to hire.

Name of country(ies):

MEXICO

5. If the H-2A or H-2B workers you plan to hire are not from a country that has been designated as a participating country in accordance with 8 CFR 214.2(h)(5)(i)(F)(1) or 214.2(h)(6)(i)(E)(1), you must provide all the information requested below. See www.uscis.gov Web site for the list of participating countries. (Attach a separate sheet if additional space is needed.)

Family Name (Last Name)	Given Name (First Name)
N/A	N/A
Full Middle Name	**Date of Birth** *(mm dd yyyy)*
N/A	N/A

All Other Names Used:

N/A

Country of Birth:	Country of Citizenship
N/A	N/A

Section 3. Complete This Section If Filing for H-2A or H-2B Classification *(Continued)*

6a. Have any of the workers listed in Number 5 above ever been admitted to the United States previously in H-2A/H-2B status? ☐ No ☐ Yes

Visa Classification (H-2A or H-2B): [ ]

b. If you answered question **6a** "Yes," did they comply with the terms of their status? ☐ No ☐ Yes

If you answered question **6b** "Yes," attach evidence of the workers' compliance.

c. If the H-2A or H-2B worker(s) you plan to hire are from a country not on the list of eligible countries, and you want the petition to be considered for approval, you must also provide evidence that: (1) a worker with the required skills is not available from a country on the list of eligible countries; (2) there is no potential for abuse, fraud, or other harm to the integrity of the H-2A/H-2B visa program through the potential admission of these worker(s) that you plan to hire; and (3) there are other factors that would serve the U.S. interest (if any).

7. Did you or do you plan to use a staffing, recruiting, or similar placement service or agent to locate the H-2A/H-2B workers that you intend to hire by filing this petition? ☐ No ☒ Yes

If "Yes," list the name and address of service used.

Name: JKJ Workforce Agency, Inc

Address: 32775 FM 106, Rio Hondo, TX 78583

8a. Did any of the H-2A/H-2B workers that you have located or plan to hire pay you, the above service, or any service or agent, any form of compensation as a condition of the employment or do they have an agreement to pay you or the service at a later date? (Do not include reasonable travel expenses, government visa fees, or other reasonable fees for which the worker is responsible.) See 8 CFR 214.2(h)(5)(xi)(A) or 214.2(h)(6)(i)(B). ☒ No ☐ Yes

b. If the workers paid a fee, have they been reimbursed for such fees or compensation, or if the workers had an agreement to pay a fee that has not been paid, has that agreement been terminated before being paid by the workers? ☐ No ☐ Yes

(Attach evidence of termination or reimbursement to this petition.)

9a. Have you ever had an H-2A/H-2B petition denied or revoked because an employee paid a job placement fee or other similar compensation as a condition of the job offer? ☒ No ☐ Yes

If "Yes," When? _____

Receipt Number: _____

b. Was the worker reimbursed for such fees and compensation? ☐ No ☐ Yes
(Attach evidence of reimbursement.) If you answered "No" because of a failure to locate the worker, attach evidence of the efforts to locate the worker.

10. If you are an H-2A petitioner, are you a participant in the E-Verify program? ☐ No ☐ Yes

If "Yes," E-Verify Company ID or Client Company ID: _____

The H-2A/H-2B petitioner and each employer consent to allow Government access to the site where the labor is being performed for the purpose of determining compliance with H-2A/H-2B requirements. The petitioner further agrees to notify DHS beginning on a date and in a manner specified in a notice published in the Federal Register within 2 workdays if: an H-2A/H-2B worker fails to report for work within 5 workdays after the employment start date stated on the petition or, applicable to H-2A petitioners only, within 5 workdays of the start date established by the petitioner, whichever is later; the agricultural labor or services for which H-2A/H-2B workers were hired is completed more than 30 days early; or the H-2A/H-2B worker absconds from the worksite or is terminated prior to the completion of agricultural labor or services for which he or she was hired. The petitioner agrees to retain evidence of such notification and make it available for inspection by DHS officers for a 1-year period. "Workday" means the period between the time on any particular day when such employee commences his or her principal activity and the time on that day at which he or she ceases such principal activity or activities.

For H-2A petitioners only: The petitioner agrees to pay $10 in liquidated damages for each instance where it cannot demonstrate it is in compliance with the notification requirement.

The petitioner must execute **Part A.** If the petitioner is the employer's agent, the employer must execute **Part B.** If there are joint employers, they must each execute **Part C.**

Part A. Petitioner:

By filing this petition, I agree to the conditions of H-2A/H-2B employment and agree to the notification requirements. For H-2A petitioners: I also agree to the liquidated damages requirements defined in 8 CFR 214.2(h)(5)(vi)(B)(3).

Signature of Petitioner	Print or Type Name	Date *(mm dd yyyy)*
	Michael Brajevich, CEO	12/17/2012

Part B. Employer who is not the petitioner:

I certify that I have authorized the party filing this petition to act as my agent in this regard. I assume full responsibility for all representations made by this agent on my behalf and agree to the conditions of H-2A/H-2B eligibility.

Signature of Employer	Print or Type Name	Date *(mm dd yyyy)*

Part C. Joint Employers:

I agree to the conditions of H-2A eligibility.

Signature of Joint Employer	Print or Type Name	Date *(mm dd yyyy)*
Signature of Joint Employer	**Print or Type Name**	**Date** *(mm dd yyyy)*
Signature of Joint Employer	**Print or Type Name**	**Date** *(mm dd yyyy)*
Signature of Joint Employer	**Print or Type Name**	**Date** *(mm dd yyyy)*

Section 4. Complete This Section If Filing for H-3 Classification

1.I f you answer "yes" to any of the following questions, attach a full explanation.

a. Is the training you intend to provide, or similar training, available in the beneficiary's country?	☐ No	☐ Yes
b. Will the training benefit the beneficiary in pursuing a career abroad?	☐ No	☐ Yes
c. Does the training involve productive employment incidental to training? If yes, explain the amount of compensation the beneficiary will receive and what percentage of time he or she will spend in employment versus the classroom on **Page 7. Part 9.**	☐ No	☐ Yes
d. Does the beneficiary already have skills related to the training?	☐ No	☐ Yes
e. Is this training an effort to overcome a labor shortage?	☐ No	☐ Yes
f. Do you intend to employ the beneficiary abroad at the end of this training?	☐ No	☐ Yes

2. If you do not intend to employ the beneficiary abroad at the end of this training, explain why you wish to incur the cost of providing this training and your expected return from this training.

ATTACHMENT TO I-129

5.3 ADDRESS WHERE BENEFICIARY WILL WORK AND MOBILE ENTERTAINMENT ITINERARY - STARTING LOCATION:

1301 SOUTH FAIR AVENUE, YAKIMA, WA 98901

5.8 WAGE INFORMATION

AS PER CURRENT US DOL AND US CIS PROCEDURES FOR THE MOBILE ENTERTAINMENT, EMPLOYER WILL BE PAYING A VARIABLE WEEKLY WAGE AS FOLLOWS:

START DATE	END DATE	City, State	County	Wage	Weekly
2/1/2013	2/10/2013	Yakima, WA	Yakima County	$8.98	$359.20
2/7/2013	2/10/2013	Holtville, CA	Imperial County	$8.65	$346.00
2/14/2013	2/17/2013	Sunnyside, WA	Yakima County	$8.98	$359.20
2/15/2013	2/18/2013	Cloverdale, CA	Sonoma County	$8.66	$346.40
2/15/2013	2/28/2013	Indio,CA	Riverside County	$8.63	$345.20
2/21/2013	2/24/2013	Petaluma, CA	Sonoma County	$8.66	$346.40
2/22/2013	3/3/2013	Ellensburg, WA	Kittitas County	$8.96	$358.40
2/28/2013	3/3/2013	El Mirage, CA	San Bernardino County	$8.63	$345.20
2/28/2013	3/3/2013	Goodyear, AZ	Maricopa County	$8.23	$329.20
2/28/2013	3/3/2013	Jurupa Valley, CA	Riverside County	$8.63	$345.20
3/1/2013	3/14/2013	Oakland, CA	Alameda, County	$8.61	$344.40
3/7/2013	3/10/2013	Hesperia, CA	San Bernardino County	$8.63	$345.20
3/7/2013	3/17/2013	Wenatchee, WA	Chelan County	$8.97	$358.80
3/8/2013	3/10/2013	Chandler, AZ	Maricopa County	$8.23	$329.20
3/14/2013	3/17/2013	Manteca, CA	San Joaquin County	$8.64	$345.60
3/14/2013	3/17/2013	Soledad, CA	Monterey County	$8.59	$343.60
3/15/2013	3/24/2013	Hayward, CA	Alameda, County	$8.61	$344.40
3/15/2013	3/24/2013	Phoenix, AZ	Maricopa County	$8.23	$329.20
3/15/2013	3/24/2013	Mesa, AZ	Maricopa County	$8.23	$329.20
3/22/2013	3/31/2013	Modesto, CA	Stanislaus County	$8.59	$343.60
3/22/2013	3/31/2013	Moses Lake, WA	Grant County	$8.96	$358.40
3/22/2013	3/31/2013	Oakland, CA	Alameda, County	$8.61	$344.40
3/28/2013	3/31/2013	Martinez, CA	Contra Costa County	$8.61	$344.40
4/2/2013	4/7/2013	Yuma, AZ	Yuma County	$8.22	$328.80
4/4/2013	4/7/2013	Bay Point, CA	Contra Costa County	$8.61	$344.40
4/4/2013	4/7/2013	Santa Rosa, CA	Sonoma County	$8.66	$346.40
4/4/2013	4/7/2013	Antelope, CA	Sacramento County	$8.62	$344.80
4/5/2013	4/14/2013	Spokane, WA	Spokane County	$8.99	$359.60
4/10/2013	4/14/2013	Phoenix, AZ	Maricopa County	$8.23	$329.20
4/11/2013	4/14/2013	Tracy, CA	San Joaquin County	$8.64	$345.60
4/11/2013	4/14/2013	Daly City, CA	San Mateo County	$9.12	$364.80
4/11/2013	4/14/2013	Richmond, CA	Contra Costa County	$8.61	$344.40
4/18/2013	4/28/2013	Pullman, WA	Whitman County	$9.02	$360.80
4/19/2013	4/21/2013	San Mateo, CA	San Mateo County	$9.12	$364.80
4/19/2013	4/21/2013	Lompoc, CA	Santa Barbara County	$8.55	$342.00

4/19/2013	4/21/2013	Morgan Hill, CA	Santa Clara County	$8.68	$347.20
4/19/2013	4/21/2013	Concord, CA	Contra Costa County	$8.61	$344.40
4/24/2013	4/28/2013	Santa Barbara, CA	Santa Barbara County	$8.55	$342.00
4/26/2013	4/28/2013	Redwood City, CA	San Mateo County	$9.12	$364.80
5/1/2013	5/5/2013	Los Banos, CA	Merced County	$8.61	$344.40
5/2/2013	5/5/2013	Walla Walla, WA	Walla Walla County	$9.02	$360.80
5/2/2013	5/5/2013	Barstow, CA	San Bernardino County	$8.63	$345.20
5/2/2013	5/5/2013	Lincoln, CA	Placer County	$8.62	$344.80
5/3/2013	5/5/2013	Hollister, CA	San Benito County	$8.68	$347.20
5/8/2013	5/12/2013	Las Vegas, NV	Clark County	$8.15	$326.00
5/9/2013	5/12/2013	Dixon, CA	Solano County	$8.73	$349.20
5/9/2013	5/12/2013	Kennewick, WA	Benton County	$9.21	$368.40
5/10/2013	5/12/2013	Mountain View, CA	Santa Clara County	$8.68	$347.20
5/15/2013	5/19/2013	Porterville, CA	Tulare County	$8.77	$350.80
5/16/2013	5/19/2013	Orland, CA	Glenn County	$8.59	$343.60
5/16/2013	5/19/2013	Orangevale, CA	Sacramento County	$8.62	$344.80
5/16/2013	5/19/2013	King City, CA	Monterey County	$8.59	$343.60
5/16/2013	5/19/2013	Westminster, CA	Orange County	$8.90	$356.00
5/16/2013	5/19/2013	Vancouver, WA	Clark County	$8.90	$356.00
5/23/2013	5/27/2013	Chico, CA	Butte County	$8.59	$343.60
5/23/2013	5/26/2013	Kelso, WA	Cowlitz County	$9.05	$362.00
5/24/2013	5/27/2013	Garden Grove, CA	Orange County	$8.90	$356.00
5/24/2013	5/27/2013	Coalinga, CA	Fresno County	$8.62	$344.80
5/30/2013	6/2/2013	San Diego, CA	San Diego County	$8.67	$346.80
5/30/2013	6/2/2013	Fort Bragg, CA	Mendocino County	$8.57	$342.80
5/30/2013	6/2/2013	Olympia, WA	Thurston County	$9.02	$360.80
5/31/2013	6/9/2013	Oakland, CA	Alameda, County	$8.61	$344.40
5/31/2013	6/2/2013	Ukiah, CA	Mendocino County	$8.57	$342.80
5/31/2013	6/2/2013	Foster City, CA	San Mateo County	$9.12	$364.80
6/6/2013	6/9/2013	Beaumont, CA	Riverside County	$8.63	$345.20
6/6/2013	6/9/2013	Covington, WA	King County	$9.04	$361.60
6/7/2013	6/9/2013	San Jose, CA	Santa Clara County	$8.68	$347.20
6/8/2013	6/16/2013	San Mateo, CA	San Mateo County	$9.12	$364.80
6/12/2013	6/16/2013	Anderson, CA	Shasta County	$8.54	$341.60
6/12/2013	6/16/2013	Merced, CA	Merced County	$8.61	$344.40
6/13/2013	6/16/2013	Snohomish, WA	Snohomish County	$9.04	$361.60
6/19/2013	7/7/2013	Pleasanton, CA	Alameda, County	$8.61	$344.40
6/20/2013	6/23/2013	Stockton, CA	San Joaquin County	$8.64	$345.60
6/20/2013	6/23/2013	Auburn, WA	King County	$9.04	$361.60
6/26/2013	6/30/2013	Lompoc, CA	Santa Barbara County	$8.55	$342.00
6/27/2013	6/30/2013	Martinez, CA	Contra Costa County	$8.61	$344.40
6/27/2013	6/30/2013	Lakewood, WA	Pierce County	$9.02	$360.80
6/28/2013	6/30/2013	San Jose, CA	Santa Clara County	$8.68	$347.20
7/3/2013	7/7/2013	San Rafael, CA	Marin County	$9.12	$364.80
7/4/2013	7/7/2013	Redwood City, CA	San Mateo County	$9.12	$364.80
7/4/2013	7/7/2013	Seattle, WA	King County	$9.04	$361.60
7/12/2013	7/28/2013	Sacramento, CA	Sacramento County	$8.62	$344.80
7/12/2013	7/21/2013	Turlock, CA	Stanislaus County	$8.59	$343.60
7/12/2013	7/14/2013	Lincoln, OR	Lincoln County	$8.94	$357.60
7/23/2013	7/27/2013	Myrtle Point, OR	Coos County	$8.94	$357.60
7/25/2013	7/28/2013	Hillsboro, OR	Washington County	$8.90	$356.00
7/31/2013	8/11/2013	Ventura, CA	Ventura County	$8.64	$345.60
7/31/2013	8/4/2013	Vallejo, CA	Solano County	$8.73	$349.20

8/1/2013	8/4/2013	San Jose, CA	Santa Clara County	$8.68	$347.20
8/1/2013	8/4/2013	Ukiah, CA	Mendocino County	$8.57	$342.80
8/2/2013	8/11/2013	Ridgefield, WA	Clark County	$8.90	$356.00
8/7/2013	8/11/2013	Grass Valley, CA	Nevada County	$8.61	$344.40
8/13/2013	8/18/2013	Chehalis, WA	Lewis County	$8.99	$359.60
8/16/2013	8/25/2013	Boise, ID	Ada County	$8.10	$324.00
8/22/2013	9/2/2013	Monroe, WA	Snohomish County	$9.04	$361.60
8/27/2013	8/31/2013	Bishop, CA	Inyo County	$8.62	$344.80
8/31/2013	9/7/2013	Blackfoot, ID	Bingham County	$8.09	$323.60
9/6/2013	9/15/2013	Spokane, WA	Spokane County	$8.99	$359.60
9/10/2013	9/15/2013	Las Vegas, NV	Clark County	$8.15	$326.00
9/12/2013	9/15/2013	Lodi, CA	San Joaquin County	$8.64	$345.60
9/20/2013	9/29/2013	Bakersfield, CA	Kern County	$8.52	$340.80
9/20/2013	9/29/2013	Yakima, WA	Yakima County	$8.98	$359.20
10/2/2013	10/13/2013	Fresno, CA	Fresno County	$8.62	$344.80
10/4/2013	10/6/2013	Los Gatos, CA	Santa Clara County	$8.68	$347.20
10/4/2013	10/6/2013	Ceres, CA	Stanislaus County	$8.59	$343.60
10/11/2013	10/20/2013	Hayward, CA	Alameda County	$8.61	$344.40
10/17/2013	10/20/2013	Ridgecrest, CA	Kern County	$8.52	$340.80
10/21/2013	10/31/2013	Los Banos, CA	Merced County	$8.61	$344.40

FLSA exemption 13(a)(3) applies to this employer in State and Local venues that respect the FLSA exemption 13(a)(3). California Industrial Welfare Commission Order 10-2001 applies to this employer while working in the State of California. Employer follows prevailing practices for the Traveling Amusement Industry in regards to housing, transportation and weekly salary for workers.

Employer is traveling amusement operation. Above is a complete listing of booked and anticipated (pending) locations for the time period covered by this Job Order, listing city, county, state and prevailing wage listing from ONET/OES Site. It should be noted that for several dates there are multiple locations listed. Due to the nature of the business, there are some events that are large enough to support the entire carnival. At other points in time the show must spend some equipment (and workers) to additional locations. When our tour schedule requires our show to handle simultaneous locations or overlapping locations, employer will send workers to locations depending upon the venue and how many rides we will have operating at one venue in comparison to the number of rides operating at the other venues. Our unit continues with the other listed venues and we repeat the process when we encounter simultaneous or overlapping locations again.

12/17/2012

Michael Brajevich, CEO
Butler Amusements, Inc.

OMB No 1615-0009; Expires 10/31/2013

Department of Homeland Security
U.S. Citizenship and Immigration Services

I-129, Petition for a Nonimmigrant Worker

START HERE - Type or print in black ink.

Part 1. Petitioner Information

*(If the employer is an individual, complete **Number 1**; Organizations complete **Number 2.**) Use the mailing address of the petitioner.*

1. Legal Name of Employer:

   a. Last Name *(Family Name)*

   b. First Name *(Given Name)*

   c. Full Middle Name

2. Company or Organization:

   Name of Company or Organization

   Butler Amusements, Inc.

3. Mailing Address:

   a. C/O: *(In Care Of, if any)*

   Michael Brajevich, CEO

   b. Street Number and Name

   3003 SW 153rd Drive

   c. Suite/Apt. Number

   Ste 205

   d. City

   Beaverton

   e. State/Province

   OR

   f. Country

   USA

   g. Zip/Postal Code

   97006

   h. Telephone Number (include area code) *(Do not leave spaces or type any special characters)*

   (503) 643-6610

   i. E-Mail Address

   carnival.workforce@gmail.co

   j. Federal Employer Identification Number

   77-0014796

   k. Individual Tax Number

   N/A

   l. Social Security Number

   N/A

Receipt

Class: _____

# of Workers: _____

Job Code: _____

Validity Dates: _____

From: _____

To: _____

☐ **Classification Approved**
- ☐ Consulate/POE/PFI Notified At _____
- ☐ Extension Granted
- ☐ COS/Extension Granted

Partial Approval *(explain)*

Action Block

Part 2. Information About This Petition *(See instructions for fee information.)*

1. **Requested Nonimmigrant Classification** *(Write classification symbol):* H-2B

2. **Basis for Classification** *(Check one):*

- [X] **a.** New employment.
- [ ] **b.** Continuation of previously approved employment without change with the same employer.
- [ ] **c.** Change in previously approved employment.
- [ ] **d.** New concurrent employment.
- [ ] **e.** Change of employer.
- [ ] **f.** Amended petition.

3. Provide the most recent petition/application receipt number for the beneficiary. If none exists, indicate "N/A."

N/A

4. **Requested Action** *(Check one):*

- [X] **a.** Notify the office in **Part 4** so each beneficiary can obtain a visa or be admitted. (**NOTE:** *A petition is not required for an E-1, E-2, H-1B1 Chile Singapore, or TN visa.*)
- [ ] **b.** Change each beneficiary's status and extend their stay since he, she, or they are all now in the U.S. in another status *(see instructions for limitations)*. This is available only where you check "New Employment" in **Item 2**, above.
- [ ] **c.** Extend the stay of each beneficiary since he, she, or they now hold this status.
- [ ] **d.** Amend the stay of each beneficiary since he, she, or they now hold this status.
- [ ] **e.** Extend the status of a nonimmigrant classification based on a Free Trade Agreement. *(See Free Trade Supplement for TN and H1B1 to Form I-129.)*
- [ ] **f.** Change status to a nonimmigrant classification based on a Free Trade Agreement. *(See Free Trade Supplement for TN and H1B1 to Form I-129.)*

5. **Total number of workers in petition** *(See instructions relating to when more than one worker can be included.):* 246

Part 3. Beneficiary Information: Information about the beneficiary/beneficiaries you are filing for. *Complete the blocks below. Use the continuation sheet to name each beneficiary included in this petition.*

1.I f an Entertainment Group, Give the Group Name

N/A

a. Family Name *(Last Name)*: 246 UNNAMED H-2B WORKERS

b. Given Name *(First Name)*: N/A

c. Full Middle Name: N/A

d. All Other Names Used *(include aliases, maiden name and names from all previous marriages)*: N/A | N/A | N/A

e. Date of Birth *(mm/dd/yyyy)*: N/A

f. Gender: ☐ Male ☐ Female

g. U.S. Social Security Number *(if any)*: N/A

h. A-Number *(if any)*: A- N/A

i. Country of Birth: N/A

j. Province of Birth: N/A

k. Country of Citizenship: N/A

2.I f in the United States, complete the following:

a. Date of Last Arrival *(mm/dd/yyyy)*: N/A

b. I-94 Number *(Arrival/Departure Document)*: N/A

c. Current Nonimmigrant Status: N/A

d. Date Status Expires *(mm/dd/yyyy) or D/S*: N/A

e. Student & Exchange Visitor Information System (SEVIS) Number *(if any)*: N/A

f. Employment Authorization Document (EAD) Number *(if any)*: N/A

g. Passport Number: N/A

h. Date Passport Issued *(mm/dd/yyyy)*: N/A

i. Date Passport Expires *(mm/dd/yyyy)*: N/A

j. Current U.S. Address (if applicable): N/A

Part 4. Processing Information

1. If the beneficiary or beneficiaries named in **Part 3** is/are outside the United States or a requested extension of stay or change of status cannot be granted, state the U.S. consulate or inspection facility you want notified if this petition is approved.

a. Type of Office *(Check one)*: ☒ Consulate ☐ Pre-flight inspection ☐ Port of Entry

b. Office Address *(City)*: Monterrey

c. U.S. State or Foreign Country: Mexico

d. Beneficiary's Foreign Address: N/A Unnamed Beneficiaries

Part 4. Processing Information *(Continued)*

2. Does each person in this petition have a valid passport?

☐ Not required to have passport ☐ No - Go to **Page 7, Part 9** and write your explanation ☒ Yes

3.	Are you filing any other petitions with this one?	☒ No	☐ Yes - How many?
4.	Are applications for replacement/initial I-94s being filed with this petition?	☒ No	☐ Yes - How many?
5.	Are applications by dependents being filed with this petition?	☒ No	☐ Yes - How many?
6.	Is any beneficiary in this petition in removal proceedings?	☒ No	☐ Yes - explain on **Page 7, Part 9**
7.	Have you ever filed an immigrant petition for any beneficiary in this petition?	☒ No	☐ Yes - explain on **Page 7, Part 9**
8.	If you indicated you were filing a new petition in **Part 2** within the past 7 years, has any beneficiary in this petition:		
	a. Ever been given the classification you are now requesting?	☐ No	☒ Yes - explain on **Page 7, Part 9**
	b. Ever been denied the classification you are now requesting?	☐ No	☒ Yes - explain on **Page 7, Part 9**
9.	Have you ever previously filed a petition for this beneficiary?	☐ No	☒ Yes - explain on **Page 7, Part 9**
10.	If you are filing for an entertainment group, has any beneficiary in this petition not been with the group for at least 1 year?	☐ No	☐ Yes - explain on **Page 7, Part 9**
11a.	Has any beneficiary in this petition ever been a J-1 exchange visitor or J-2 dependent of a J-1 exchange visitor?	☒ No	☐ Yes

11b. If yes to **11a**, provide the dates the beneficiary maintained status as a J-1 exchange visitor or J-2 dependent. Also, provide evidence of this status by attaching a copy of either a DS-2019, Certificate of Eligibility for Exchange Visitor status, a Form IAP-66, or a copy of the passport that includes the J visa stamp.

Part 5. Basic Information About the Proposed Employment and Employer *(Attach the supplement relating to the classification you are requesting.)*

1. Job Title

Amusement and Recreation Attendants

2. LCA or ETA Case Number

H-400-12313-274905

3. Address where the beneficiary (es) will work if different from address in **Part 1**. *(Street number and name, city, town, state, zip code)*

MOBILE ENTERTAINMENT - TRAVEL AS PER THE ATTACHED ITINERARY

4. Is an itinerary included with the petition? ☐ No ☒ Yes 5. Will the beneficiary work off-site? ☒ No ☐ Yes

Part 5. Basic Information About the Proposed Employment and Employer (*Attach the supplement relating to the classification you are requesting.*) *(Continued)*

6. Will the beneficiary(ies) work exclusively in the CNMI? ☒ No ☐ Yes

7. Is this a full-time position?
☐ No ☒ Yes If "No," Hours per week:

8. Wages per week or per year:
AS PER ATTACHED

9. Other Compensation *(Explain)*

10. Dates of intended employment *(mm dd yyyy)*: From: 02/01/2013 To: 10/31/2013

11. Type of Business
MOBILE ENTERTAINMENT - TRAVELING CARNIVAL COMPANY

12. Year Established	13. Current Number of Employees in the U.S.	14. Gross Annual Income	15. Net Annual Income
1969	VARY 0-500	$32,000,000.00	$425,985.00

Part 6. Certification Regarding the Release of Controlled Technology or Technical Data to Foreign Persons in the United States

(For H-1B, H-1B1 Chile/Singapore, L-1, and O-1A petitions only. This section of the form is not required for all other classifications. See **Page 3** of the Instructions before completing this section.)

Check Box 1 or Box 2 as appropriate:

With respect to the technology or technical data the petitioner will release or otherwise provide access to the beneficiary, the petitioner certifies that it has reviewed the Export Administration Regulations (EAR) and the International Traffic in Arms Regulations (ITAR) and has determined that:

☐ 1. A license is not required from either U.S. Department of Commerce or the U.S. Department of State to release such technology or technical data to the foreign person; or

☐ 2. A license is required from the U.S. Department of Commerce and/or the U.S. Department of State to release such technology or technical data to the beneficiary and the petitioner will prevent access to the controlled technology or technical data by the beneficiary until and unless the petitioner has received the required license or other authorization to release it to the beneficiary.

Part 7. Signature *Read the information on penalties in the instructions before completing this section.*

I certify, under penalty of perjury that this petition and the evidence submitted with it are true and correct to the best of my knowledge. I authorize the release of any information from my records, or from the petitioning organization's records that U.S. Citizenship and Immigration Services needs to determine eligibility for the benefit being sought. I recognize the authority of USCIS to conduct audits of this petition using publicly available open source information. I also recognize that supporting evidence submitted may be verified by USCIS through any means determined appropriate by USCIS, including but not limited to, on-site compliance reviews.

If filing this petition on behalf of an organization, I certify that I am authorized to do so by the organization.

Signature

Daytime Phone Number *(Area/Country Code)*
503-643-6610

Print Name
Michael Brajevich, CEO

Date *(mm/dd/yyyy)*
12/17/2012

NOTE: If you do not completely fill out this form and the required supplement, or fail to submit required documents listed in the instructions, the person(s) filed for may not be found eligible for the requested benefit and this petition may be denied.

Part 8. Signature of Person Preparing Form, If Other Than Above

I declare that I prepared this petition at the request of the above person and I certify that it is true and correct to the best of my knowledge.

Signature

Daytime Phone Number *(Area/Country Code)*
956-748-0550

Print Name
JAMES ~~KENDRICK~~ JUDKINS

Date *(mm/dd/yyyy)*
12/17/2012

Firm Name and Address
JKJ WORKFORCE AGENCY
32775 FM 106
RIO HONDO, TX 78583

Part 9. Explanation Page

4.8.A. UNNAMED BENEFICIARIES.
4.8.B. UNNAMED BENEFICIARIES.
4.9. UNNAMED BENEFICIARIES.

5.8. MOBILE ENTERTAINMENT - EMPLOYER WILL PAY THE VARIABLE PREVAILING WAGE AS PER DOL ETA 9142 LABOR CERTIFICATION AND ITEMIZED ITINERARY ATTACHED.

Signature

Date *(mm dd yyyy)*

12/17/2012

Print Name

Michael Brajevich, CEO

OMB No. 1615-0009; Expires 10/07/2013

Department of Homeland Security
U.S. Citizenship and Immigration Services

H Classification Supplement to Form I-129

1. Name of the petitioner

Butler Amusements, Inc.

2. Name of the beneficiary or if this petition includes multiple beneficiaries, the total number of beneficiaries

246 UNNAMED BENEFICIARIES

3. List each beneficiary's prior periods of stay in H or L classification in the United States for the last 6 years (beneficiaries requesting H-2A or H-2B classification need only list the last 3 years). Be sure to only list those periods in which each beneficiary was actually in the United States in an H or L classification. Do not include periods in which the beneficiary was in a dependent status, for example, H-4 or L-2 status.

NOTE: Submit photocopies of Forms I-94, I-797, and/or other USCIS issued documents noting these periods of stay in the H or L classification. If more space is needed, attach an additional sheet.

Subject's Name	Period of Stay *(mm/dd/yyyy)* From	To
N/A UNNAMED BENEFICIARIES		

4. Classification sought *(Check one)*

- ☐ a. H-1B Specialty Occupation
- ☐ b. H-1B2 Exceptional services relating to a cooperative research and development project administered by the U.S. Department of Defense (DOD)
- ☐ c. H-1B3 Fashion model of national or international acclaim
- ☐ d. H-1C Registered Nurse
- ☐ e. H-2A Agricultural worker
- ☒ f. H-2B Non-agricultural worker
- ☐ g. H-3 Trainee
- ☐ h. H-3 Special education exchange visitor program

5. Are you filing this petition on behalf of an alien subject to the Guam-CNMI cap exemption under Public Law 110-229? ☒ No ☐ Yes

Section 1. Complete This Section If Filing for H-1B Classification

1. Describe the proposed duties

2. Beneficiary's present occupation and summary of prior work experience

Section 1. Complete This Section If Filing for H-1B Classification *(Continued)*

Statement for H-1B specialty occupations only:

By filing this petition, I agree to, and will abide by, the terms of the labor condition application (LCA) for the duration of the beneficiary's authorized period of stay for H-1B employment. I certify that I will maintain a valid employer-employee relationship with the beneficiary at all times. If the beneficiary is assigned to a position in a new location I will obtain and post an LCA for that site prior to reassignment.

I further understand that I cannot charge the beneficiary the ACWIA fee, and that any other required reimbursement will be considered an offset against wages and benefits paid relative to the LCA.

Signature of Petitioner	**Print or Type Name**	**Date** *(mm/dd/yyyy)*

Statement for H-1B specialty occupations and U.S. Department of Defense projects:

As an authorized official of the employer, I certify that the employer will be liable for the reasonable costs of return transportation of the alien abroad if the beneficiary is dismissed from employment by the employer before the end of the period of authorized stay.

Signature of Authorized Official of Employer	**Print or Type Name**	**Date** *(mm/dd/yyyy)*

Statement for H-1B U.S. Department of Defense projects only:

I certify that the beneficiary will be working on a cooperative research and development project or a co-production project under a reciprocal government-to-government agreement administered by the U.S. Department of Defense.

Signature of DOD Project Manager	**Print or Type Name**	**Date** *(mm/dd/yyyy)*

Section 2. Complete This Section If Filing For H-1C Classification

I certify under penalty of perjury, under the laws of the United States of America, that this attachment and the evidence submitted with it is true and correct. If filing this petition on behalf of an organization or entity, I certify that I am empowered to do so by that organization or entity. I authorize the release of any information from my records, or from the petitioning organization or entity's records, that U.S. Citizenship and Immigration Services may need to determine eligibility for the benefit being sought.

Signature	**Print or Type Name**
Title	**Date** *(mm/dd/yyyy)*

Firm Name and Address

Section 3. Complete This Section If Filing for H-2A or H-2B Classification

1. Employment is: *(Check one)*

- [x] a. Seasonal
- [ ] b. PeakLoad
- [ ] c. Intermittent
- [ ] d. One-time occurrence

2. Temporary need is: *(Check one)*

- [ ] a. Unpredictable
- [ ] b. Periodic
- [x] c. Recurrent annually

3. Explain your temporary need for the beneficiary or beneficiaries' services *(Attach a separate sheet if additional space is needed.)*

Our family has been in the Carnival Business all of our lives,providing entertainment, rides, games and concessions on a seasonal basis. This company was founded in 1969.

We have a seasonal need for these workers, recurring on an annual basis. This is because we are open for a specific season each year and we are a traveling business, the work is evenings and weekends, and it is very difficult to find workers willing to travel from State to State. Even with the economic downturn people do not want to leave their homes and families to travel from event to event. We are unable to find available workers in the US to fill the positions to travel with the show.

This is a need that is seasonal and expected to be recurrent annually from February through October each year. The business has been seasonal since we began, completely shutting down for the months of November through end of January each year, and the need for seasonal workers has been constant.

We engage in extensive recruiting in hopes of fulfilling our seasonal needs. This recruiting process includes newspaper ads, using the DOL Job Search Protocol and help wanted signs at all of our locations. Our chronic need for employees is not filled.

While our need for temporary workers is recurrent annually, predictable and seasonal, the nature of the outdoor amusement business is that our events have longer hours and higher attendance when school is not in session, requiring an increase in staff when school vacation starts. We request permission for staggered entry for a limited number of workers when our temporary need increases based upon this business need.

4. List the country(ies) of citizenship of the H-2A/H-2B worker(s) you plan to hire.

Name of country(ies):

MEXICO

5. If the H-2A or H-2B workers you plan to hire are not from a country that has been designated as a participating country in accordance with 8 CFR 214.2(h)(5)(i)(F)(1) or 214.2(h)(6)(i)(E)(1), you must provide all the information requested below. See www.uscis.gov Web site for the list of participating countries. (Attach a separate sheet if additional space is needed.)

Family Name (Last Name)	Given Name (First Name)
N/A	N/A
Full Middle Name	**Date of Birth** *(mm dd yyyy)*
N/A	N/A

All Other Names Used:

N/A

Country of Birth:	Country of Citizenship
N/A	N/A

Section 3. Complete This Section If Filing for H-2A or H-2B Classification *(Continued)*

6a. Have any of the workers listed in Number 5 above ever been admitted to the United States previously in H-2A/H-2B status? ☐ No ☐ Yes

Visa Classification (H-2A or H-2B): [ ]

b. If you answered question **6a** "Yes," did they comply with the terms of their status? ☐ No ☐ Yes

If you answered question **6b** "Yes," attach evidence of the workers' compliance.

c. If the H-2A or H-2B worker(s) you plan to hire are from a country not on the list of eligible countries, and you want the petition to be considered for approval, you must also provide evidence that: (1) a worker with the required skills is not available from a country on the list of eligible countries; (2) there is no potential for abuse, fraud, or other harm to the integrity of the H-2A/H-2B visa program through the potential admission of these worker(s) that you plan to hire; and (3) there are other factors that would serve the U.S. interest (if any).

7. Did you or do you plan to use a staffing, recruiting, or similar placement service or agent to locate the H-2A/H-2B workers that you intend to hire by filing this petition? ☐ No ☒ Yes

If "Yes," list the name and address of service used.

Name: JKJ Workforce Agency, Inc

Address: 32775 FM 106, Rio Hondo, TX 78583

8a. Did any of the H-2A/H-2B workers that you have located or plan to hire pay you, the above service, or any service or agent, any form of compensation as a condition of the employment or do they have an agreement to pay you or the service at a later date? (Do not include reasonable travel expenses, government visa fees, or other reasonable fees for which the worker is responsible.) See 8 CFR 214.2(h)(5)(xi)(A) or 214.2(h)(6)(i)(B). ☒ No ☐ Yes

b. If the workers paid a fee, have they been reimbursed for such fees or compensation, or if the workers had an agreement to pay a fee that has not been paid, has that agreement been terminated before being paid by the workers? ☐ No ☐ Yes

(Attach evidence of termination or reimbursement to this petition.)

9a. Have you ever had an H-2A/H-2B petition denied or revoked because an employee paid a job placement fee or other similar compensation as a condition of the job offer? ☒ No ☐ Yes

If "Yes," When? _____

Receipt Number: _____

b. Was the worker reimbursed for such fees and compensation? ☐ No ☐ Yes
(Attach evidence of reimbursement.) If you answered "No" because of a failure to locate the worker, attach evidence of the efforts to locate the worker.

10. If you are an H-2A petitioner, are you a participant in the E-Verify program? ☐ No ☐ Yes

If "Yes," E-Verify Company ID or Client Company ID: _____

The H-2A/H-2B petitioner and each employer consent to allow Government access to the site where the labor is being performed for the purpose of determining compliance with H-2A/H-2B requirements. The petitioner further agrees to notify DHS beginning on a date and in a manner specified in a notice published in the Federal Register within 2 workdays if: an H-2A/H-2B worker fails to report for work within 5 workdays after the employment start date stated on the petition or, applicable to H-2A petitioners only, within 5 workdays of the start date established by the petitioner, whichever is later; the agricultural labor or services for which H-2A/H-2B workers were hired is completed more than 30 days early; or the H-2A/H-2B worker absconds from the worksite or is terminated prior to the completion of agricultural labor or services for which he or she was hired. The petitioner agrees to retain evidence of such notification and make it available for inspection by DHS officers for a 1-year period. "Workday" means the period between the time on any particular day when such employee commences his or her principal activity and the time on that day at which he or she ceases such principal activity or activities.

For H-2A petitioners only: The petitioner agrees to pay $10 in liquidated damages for each instance where it cannot demonstrate it is in compliance with the notification requirement.

The petitioner must execute **Part A**. If the petitioner is the employer's agent, the employer must execute **Part B**. If there are joint employers, they must each execute **Part C**.

Part A. Petitioner:

By filing this petition, I agree to the conditions of H-2A/H-2B employment and agree to the notification requirements. For H-2A petitioners: I also agree to the liquidated damages requirements defined in 8 CFR 214.2(h)(5)(vi)(B)(3).

Signature of Petitioner	Print or Type Name	Date *(mm dd yyyy)*
	Michael Brajevich, CEO	12/17/2012

Part B. Employer who is not the petitioner:

I certify that I have authorized the party filing this petition to act as my agent in this regard. I assume full responsibility for all representations made by this agent on my behalf and agree to the conditions of H-2A/H-2B eligibility.

Signature of Employer	Print or Type Name	Date *(mm dd yyyy)*

Part C. Joint Employers:

I agree to the conditions of H-2A eligibility.

Signature of Joint Employer	Print or Type Name	Date *(mm dd yyyy)*
Signature of Joint Employer	**Print or Type Name**	**Date** *(mm dd yyyy)*
Signature of Joint Employer	**Print or Type Name**	**Date** *(mm dd yyyy)*
Signature of Joint Employer	**Print or Type Name**	**Date** *(mm dd yyyy)*

Section 4. Complete This Section If Filing for H-3 Classification

1. If you answer "yes" to any of the following questions, attach a full explanation.

a. Is the training you intend to provide, or similar training, available in the beneficiary's country?	☐ No	☐ Yes
b. Will the training benefit the beneficiary in pursuing a career abroad?	☐ No	☐ Yes
c. Does the training involve productive employment incidental to training? If yes, explain the amount of compensation the beneficiary will receive and what percentage of time he or she will spend in employment versus the classroom on **Page 7, Part 9.**	☐ No	☐ Yes
d. Does the beneficiary already have skills related to the training?	☐ No	☐ Yes
e. Is this training an effort to overcome a labor shortage?	☐ No	☐ Yes
f. Do you intend to employ the beneficiary abroad at the end of this training?	☐ No	☐ Yes

2. If you do not intend to employ the beneficiary abroad at the end of this training, explain why you wish to incur the cost of providing this training and your expected return from this training.

ATTACHMENT TO I-129

5.3 ADDRESS WHERE BENEFICIARY WILL WORK AND MOBILE ENTERTAINMENT ITINERARY - STARTING LOCATION:

1301 SOUTH FAIR AVENUE, YAKIMA, WA 98901

5.8 WAGE INFORMATION

AS PER CURRENT US DOL AND US CIS PROCEDURES FOR THE MOBILE ENTERTAINMENT, EMPLOYER WILL BE PAYING A VARIABLE WEEKLY WAGE AS FOLLOWS:

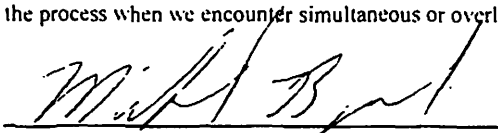
START DATE	END DATE	City, State	County	Wage	Weekly
2/1/2013	2/10/2013	Yakima, WA	Yakima County	$8.98	$359.20
2/7/2013	2/10/2013	Holtville, CA	Imperial County	$8.65	$346.00
2/14/2013	2/17/2013	Sunnyside, WA	Yakima County	$8.98	$359.20
2/15/2013	2/18/2013	Cloverdale, CA	Sonoma County	$8.66	$346.40
2/15/2013	2/28/2013	Indio,CA	Riverside County	$8.63	$345.20
2/21/2013	2/24/2013	Petaluma, CA	Sonoma County	$8.66	$346.40
2/22/2013	3/3/2013	Ellensburg, WA	Kittitas County	$8.96	$358.40
2/28/2013	3/3/2013	El Mirage, CA	San Bernardino County	$8.63	$345.20
2/28/2013	3/3/2013	Goodyear, AZ	Maricopa County	$8.23	$329.20
2/28/2013	3/3/2013	Jurupa Valley, CA	Riverside County	$8.63	$345.20
3/1/2013	3/14/2013	Oakland, CA	Alameda, County	$8.61	$344.40
3/7/2013	3/10/2013	Hesperia, CA	San Bernardino County	$8.63	$345.20
3/7/2013	3/17/2013	Wenatchee, WA	Chelan County	$8.97	$358.80
3/8/2013	3/10/2013	Chandler, AZ	Maricopa County	$8.23	$329.20
3/14/2013	3/17/2013	Manteca, CA	San Joaquin County	$8.64	$345.60
3/14/2013	3/17/2013	Soledad, CA	Monterey County	$8.59	$343.60
3/15/2013	3/24/2013	Hayward, CA	Alameda, County	$8.61	$344.40
3/15/2013	3/24/2013	Phoenix, AZ	Maricopa County	$8.23	$329.20
3/15/2013	3/24/2013	Mesa, AZ	Maricopa County	$8.23	$329.20
3/22/2013	3/31/2013	Modesto, CA	Stanislaus County	$8.59	$343.60
3/22/2013	3/31/2013	Moses Lake, WA	Grant County	$8.96	$358.40
3/22/2013	3/31/2013	Oakland, CA	Alameda, County	$8.61	$344.40
3/28/2013	3/31/2013	Martinez, CA	Contra Costa County	$8.61	$344.40
4/2/2013	4/7/2013	Yuma, AZ	Yuma County	$8.22	$328.80
4/4/2013	4/7/2013	Bay Point, CA	Contra Costa County	$8.61	$344.40
4/4/2013	4/7/2013	Santa Rosa, CA	Sonoma County	$8.66	$346.40
4/4/2013	4/7/2013	Antelope, CA	Sacramento County	$8.62	$344.80
4/5/2013	4/14/2013	Spokane, WA	Spokane County	$8.99	$359.60
4/10/2013	4/14/2013	Phoenix, AZ	Maricopa County	$8.23	$329.20
4/11/2013	4/14/2013	Tracy, CA	San Joaquin County	$8.64	$345.60
4/11/2013	4/14/2013	Daly City, CA	San Mateo County	$9.12	$364.80
4/11/2013	4/14/2013	Richmond, CA	Contra Costa County	$8.61	$344.40
4/18/2013	4/28/2013	Pullman, WA	Whitman County	$9.02	$360.80
4/19/2013	4/21/2013	San Mateo, CA	San Mateo County	$9.12	$364.80
4/19/2013	4/21/2013	Lompoc, CA	Santa Barbara County	$8.55	$342.00

4/19/2013	4/21/2013	Morgan Hill, CA	Santa Clara County	$8.68	$347.20
4/19/2013	4/21/2013	Concord, CA	Contra Costa County	$8.61	$344.40
4/24/2013	4/28/2013	Santa Barbara, CA	Santa Barbara County	$8.55	$342.00
4/26/2013	4/28/2013	Redwood City, CA	San Mateo County	$9.12	$364.80
5/1/2013	5/5/2013	Los Banos, CA	Merced County	$8.61	$344.40
5/2/2013	5/5/2013	Walla Walla, WA	Walla Walla County	$9.02	$360.80
5/2/2013	5/5/2013	Barstow, CA	San Bernardino County	$8.63	$345.20
5/2/2013	5/5/2013	Lincoln, CA	Placer County	$8.62	$344.80
5/3/2013	5/5/2013	Hollister, CA	San Benito County	$8.68	$347.20
5/8/2013	5/12/2013	Las Vegas, NV	Clark County	$8.15	$326.00
5/9/2013	5/12/2013	Dixon, CA	Solano County	$8.73	$349.20
5/9/2013	5/12/2013	Kennewick, WA	Benton County	$9.21	$368.40
5/10/2013	5/12/2013	Mountain View, CA	Santa Clara County	$8.68	$347.20
5/15/2013	5/19/2013	Porterville, CA	Tulare County	$8.77	$350.80
5/16/2013	5/19/2013	Orland, CA	Glenn County	$8.59	$343.60
5/16/2013	5/19/2013	Orangevale, CA	Sacramento County	$8.62	$344.80
5/16/2013	5/19/2013	King City, CA	Monterey County	$8.59	$343.60
5/16/2013	5/19/2013	Westminster, CA	Orange County	$8.90	$356.00
5/16/2013	5/19/2013	Vancouver, WA	Clark County	$8.90	$356.00
5/23/2013	5/27/2013	Chico, CA	Butte County	$8.59	$343.60
5/23/2013	5/26/2013	Kelso, WA	Cowlitz County	$9.05	$362.00
5/24/2013	5/27/2013	Garden Grove, CA	Orange County	$8.90	$356.00
5/24/2013	5/27/2013	Coalinga, CA	Fresno County	$8.62	$344.80
5/30/2013	6/2/2013	San Diego, CA	San Diego County	$8.67	$346.80
5/30/2013	6/2/2013	Fort Bragg, CA	Mendocino County	$8.57	$342.80
5/30/2013	6/2/2013	Olympia, WA	Thurston County	$9.02	$360.80
5/31/2013	6/9/2013	Oakland, CA	Alameda, County	$8.61	$344.40
5/31/2013	6/2/2013	Ukiah, CA	Mendocino County	$8.57	$342.80
5/31/2013	6/2/2013	Foster City, CA	San Mateo County	$9.12	$364.80
6/6/2013	6/9/2013	Beaumont, CA	Riverside County	$8.63	$345.20
6/6/2013	6/9/2013	Covington, WA	King County	$9.04	$361.60
6/7/2013	6/9/2013	San Jose, CA	Santa Clara County	$8.68	$347.20
6/8/2013	6/16/2013	San Mateo, CA	San Mateo County	$9.12	$364.80
6/12/2013	6/16/2013	Anderson, CA	Shasta County	$8.54	$341.60
6/12/2013	6/16/2013	Merced, CA	Merced County	$8.61	$344.40
6/13/2013	6/16/2013	Snohomish, WA	Snohomish County	$9.04	$361.60
6/19/2013	7/7/2013	Pleasanton, CA	Alameda, County	$8.61	$344.40
6/20/2013	6/23/2013	Stockton, CA	San Joaquin County	$8.64	$345.60
6/20/2013	6/23/2013	Auburn, WA	King County	$9.04	$361.60
6/26/2013	6/30/2013	Lompoc, CA	Santa Barbara County	$8.55	$342.00
6/27/2013	6/30/2013	Martinez, CA	Contra Costa County	$8.61	$344.40
6/27/2013	6/30/2013	Lakewood, WA	Pierce County	$9.02	$360.80
6/28/2013	6/30/2013	San Jose, CA	Santa Clara County	$8.68	$347.20
7/3/2013	7/7/2013	San Rafael, CA	Marin County	$9.12	$364.80
7/4/2013	7/7/2013	Redwood City, CA	San Mateo County	$9.12	$364.80
7/4/2013	7/7/2013	Seattle, WA	King County	$9.04	$361.60
7/12/2013	7/28/2013	Sacramento, CA	Sacramento County	$8.62	$344.80
7/12/2013	7/21/2013	Turlock, CA	Stanislaus County	$8.59	$343.60
7/12/2013	7/14/2013	Lincoln, OR	Lincoln County	$8.94	$357.60
7/23/2013	7/27/2013	Myrtle Point, OR	Coos County	$8.94	$357.60
7/25/2013	7/28/2013	Hillsboro, OR	Washington County	$8.90	$356.00
7/31/2013	8/11/2013	Ventura, CA	Ventura County	$8.64	$345.60
7/31/2013	8/4/2013	Vallejo, CA	Solano County	$8.73	$349.20

8/1/2013	8/4/2013	San Jose, CA	Santa Clara County	$8.68	$347.20
8/1/2013	8/4/2013	Ukiah, CA	Mendocino County	$8.57	$342.80
8/2/2013	8/11/2013	Ridgefield, WA	Clark County	$8.90	$356.00
8/7/2013	8/11/2013	Grass Valley, CA	Nevada County	$8.61	$344.40
8/13/2013	8/18/2013	Chehalis, WA	Lewis County	$8.99	$359.60
8/16/2013	8/25/2013	Boise, ID	Ada County	$8.10	$324.00
8/22/2013	9/2/2013	Monroe, WA	Snohomish County	$9.04	$361.60
8/27/2013	8/31/2013	Bishop, CA	Inyo County	$8.62	$344.80
8/31/2013	9/7/2013	Blackfoot, ID	Bingham County	$8.09	$323.60
9/6/2013	9/15/2013	Spokane, WA	Spokane County	$8.99	$359.60
9/10/2013	9/15/2013	Las Vegas, NV	Clark County	$8.15	$326.00
9/12/2013	9/15/2013	Lodi, CA	San Joaquin County	$8.64	$345.60
9/20/2013	9/29/2013	Bakersfield, CA	Kern County	$8.52	$340.80
9/20/2013	9/29/2013	Yakima, WA	Yakima County	$8.98	$359.20
10/2/2013	10/13/2013	Fresno, CA	Fresno County	$8.62	$344.80
10/4/2013	10/6/2013	Los Gatos, CA	Santa Clara County	$8.68	$347.20
10/4/2013	10/6/2013	Ceres, CA	Stanislaus County	$8.59	$343.60
10/11/2013	10/20/2013	Hayward, CA	Alameda County	$8.61	$344.40
10/17/2013	10/20/2013	Ridgecrest, CA	Kern County	$8.52	$340.80
10/21/2013	10/31/2013	Los Banos, CA	Merced County	$8.61	$344.40

FLSA exemption 13(a)(3) applies to this employer in State and Local venues that respect the FLSA exemption 13(a)(3). California Industrial Welfare Commission Order 10-2001 applies to this employer while working in the State of California. Employer follows prevailing practices for the Traveling Amusement Industry in regards to housing, transportation and weekly salary for workers.

Employer is traveling amusement operation. Above is a complete listing of booked and anticipated (pending) locations for the time period covered by this Job Order, listing city, county, state and prevailing wage listing from ONET/OES Site. It should be noted that for several dates there are multiple locations listed. Due to the nature of the business, there are some events that are large enough to support the entire carnival. At other points in time the show must spend some equipment (and workers) to additional locations. When our tour schedule requires our show to handle simultaneous locations or overlapping locations, employer will send workers to locations depending upon the venue and how many rides we will have operating at one venue in comparison to the number of rides operating at the other venues. Our unit continues with the other listed venues and we repeat the process when we encounter simultaneous or overlapping locations again.



12/17/2012

Michael Brajevich, CEO
Butler Amusements, Inc.

BUTLER AMUSEMENTS
"BUTCH'S" UNIT
PAYROLL

MARICOPA									
WEEK ENDING	4/14/2013								
LAST NAME	FIRST NAME	SSN	DOB	GROSS	DRAWS	UNIFORMS	ID	BUNK	NET
ALEXANDER	FELICIA			$800.00	$0.00	$0.00	$0.00	$0.00	$800.00
ALARCON	GERMAN			$375.00	$0.00	$0.00	$0.00	$0.00	$375.00
AARON	JAMES			$360.00	$40.00	$0.00	$0.00	$0.00	$320.00
ALLBRIGHT	TODD			$325.00	$0.00	$0.00	$0.00	$0.00	$325.00
ALVARADO	ALFONSO			$350.00	$0.00	$0.00	$0.00	$0.00	$350.00
AMARAL	DEAN			$232.14	$0.00	$20.00	$0.00	$0.00	$212.14
ANDRADE	ANDRES			$375.00	$0.00	$0.00	$0.00	$0.00	$375.00
ANDRADE	DANIEL			$500.00	$0.00	$0.00	$0.00	$0.00	$500.00
ARMENTA	ANTONIO			$350.00	$0.00	$15.00	$0.00	$0.00	$335.00
ARMENTA	CARLOS			$575.00	$0.00	$0.00	$0.00	$0.00	$575.00
ARMENTA	JULIAN			$390.00	$0.00	$0.00	$0.00	$0.00	$390.00
BANDALA	MARCOS			$350.00	$0.00	$0.00	$0.00	$0.00	$350.00
BARAJAS	FRANK			$375.00	$0.00	$0.00	$0.00	$0.00	$375.00
BARRIOS	DANIEL			$400.00	$0.00	$0.00	$0.00	$0.00	$400.00
BELLO	JUAN PUAC			$350.00	$0.00	$0.00	$0.00	$0.00	$350.00
BELLO	GABRIELLE			$350.00	$0.00	$0.00	$0.00	$0.00	$350.00
BENEVIDEZ	ALBERTO			$430.00	$0.00	$0.00	$0.00	$0.00	$430.00
BUDIMIR	DREW			$1,000.00	$0.00	$0.00	$0.00	$0.00	$1,000.00
BROWN	MIKE			$500.00	$180.00	$0.00	$0.00	$0.00	$320.00
BYRD	SHANE			$500.00	$0.00	$0.00	$0.00	$0.00	$500.00
CAELA	MARTIN			$375.00	$0.00	$0.00	$0.00	$0.00	$375.00
CARBALLO	IGNACIO			$325.00	$0.00	$0.00	$0.00	$0.00	$325.00
CARDENA	VERONICO			$350.00	$0.00	$0.00	$0.00	$0.00	$350.00
CASTRO	DANIEL			$325.00	$0.00	$0.00	$0.00	$0.00	$325.00
CASTRO	BENJAMIN			$350.00	$0.00	$0.00	$0.00	$0.00	$350.00
CASTELLANOS	CANDIDO			$92.86	$0.00	$0.00	$0.00	$0.00	$92.86
CERVANTES	EDUARDO			$350.00	$40.00	$15.00	$0.00	$0.00	$295.00
CERVARICH	SCOTT			$350.00	$150.00	$0.00	$0.00	$0.00	$200.00
CONTRERAS	JOSE			$350.00	$0.00	$0.00	$0.00	$0.00	$350.00
DOROTEO	DIONISIO			$350.00	$0.00	$0.00	$0.00	$0.00	$350.00
DELA CRUZ	JORGE			$100.00	$0.00	$0.00	$0.00	$0.00	$100.00
DICKEY	JERRY			$750.00	$0.00	$0.00	$0.00	$0.00	$750.00
ENRIQUEZ	MAXIMILIANO			$92.86	$0.00	$0.00	$0.00	$0.00	$92.86
ESPINOZA	AGUSTINE			$390.00	$0.00	$0.00	$0.00	$0.00	$390.00
ESTUDILLO	SAUL			$500.00	$0.00	$0.00	$0.00	$0.00	$500.00
FLORES	JOHNNIE			$350.00	$120.00	$0.00	$0.00	$0.00	$230.00
GARCIA	JESUS OJEDA			$350.00	$0.00	$0.00	$0.00	$0.00	$350.00
GARCIA	ARNULFO			$450.00	$0.00	$0.00	$0.00	$0.00	$450.00
GARCIA	MARTIN			$100.00	$0.00	$0.00	$0.00	$0.00	$100.00
GASCA	JULIO			$500.00	$0.00	$0.00	$0.00	$0.00	$500.00
GRACIA	LUIS			$325.00	$0.00	$0.00	$0.00	$0.00	$325.00
GRAJALES	JESUS			$350.00	$100.00	$0.00	$0.00	$0.00	$250.00
GUEVARA	ALFONSO			$325.00	$0.00	$0.00	$0.00	$0.00	$325.00
GUTIERREZ	JOSE			$380.00	$0.00	$0.00	$0.00	$0.00	$380.00
GUZMAN	RUTILIO			$400.00	$0.00	$0.00	$0.00	$0.00	$400.00
HERNANDEZ	CORNELIO			$92.86	$0.00	$0.00	$0.00	$0.00	$92.86
HERNANDEZ	LUIS			$92.86	$0.00	$0.00	$0.00	$0.00	$92.86
HERNANDEZ	JAVIER			$375.00	$0.00	$30.00	$0.00	$0.00	$345.00
HERNANDEZ	JAIME			$475.00	$0.00	$0.00	$0.00	$0.00	$475.00
HERNANDEZ	JUAN			$92.86	$0.00	$0.00	$0.00	$0.00	$92.86
HERNANDEZ	ROGER			$550.00	$80.00	$15.00	$0.00	$0.00	$455.00
HERRERA	MIGUEL			$350.00	$0.00	$0.00	$0.00	$0.00	$350.00
HERRERA	MUCIO			$92.86	$0.00	$0.00	$0.00	$0.00	$92.86
HILL	BENNY			$650.00	$200.00	$0.00	$0.00	$0.00	$450.00

Sensitive Information Protected

BUTLER AMUSEMENTS
"BUTCH'S" UNIT
PAYROLL

Sensitive Information Protected

HUERTA	RICARDO	$375.00	$0.00	$0.00	$0.00	$0.00	$375.00
HURLEY	KENNETH	$278.57	$0.00	$22.00	$0.00	$0.00	$256.57
JACKSON	LEMITIA	$325.00	$40.00	$0.00	$0.00	$0.00	$285.00
JOHNSON	JAMES	$600.00	$0.00	$0.00	$0.00	$0.00	$600.00
KAREM	RASHAD	$325.00	$0.00	$0.00	$0.00	$0.00	$325.00
GAMERO	GUSTAVO	$500.00	$0.00	$0.00	$0.00	$0.00	$500.00
GAMERO	JAVIER	$600.00	$0.00	$0.00	$0.00	$0.00	$600.00
GONZALEZ	CARLOS	$92.86	$0.00	$0.00	$0.00	$0.00	$92.86
GONZALEZ	ROSALINO	$425.00	$0.00	$0.00	$0.00	$0.00	$425.00
GUZMAN	SERGIO	$500.00	$0.00	$0.00	$0.00	$0.00	$500.00
JULIAN	OSCAR	$92.86	$0.00	$0.00	$0.00	$0.00	$92.86
KAREM	RASHAD	$325.00	$0.00	$0.00	$0.00	$0.00	$325.00
LAMBERT	TAYO	$350.00	$80.00	$20.00	$0.00	$0.00	$250.00
LARA	MIGUEL	$92.86	$0.00	$0.00	$0.00	$0.00	$92.86
LOPEZ	ANGEL	$325.00	$0.00	$0.00	$0.00	$0.00	$325.00
LOPEZ	CONSTANTINE	$350.00	$0.00	$0.00	$0.00	$0.00	$350.00
LOPEZ	OMAR	$525.00	$40.00	$0.00	$0.00	$0.00	$485.00
LOPEZ	JOHN	$600.00	$0.00	$0.00	$0.00	$0.00	$600.00
MARTINEZ	JESUS	$400.00	$0.00	$0.00	$0.00	$0.00	$400.00
MARTINEZ	JULIO	$410.00	$0.00	$0.00	$0.00	$0.00	$410.00
MARTINEZ	VICTOR	$325.00	$0.00	$0.00	$0.00	$0.00	$325.00
MAULDIN	WILLIAM	$500.00	$0.00	$0.00	$0.00	$0.00	$500.00
McCOREY	APPOLOS	$325.00	$40.00	$15.00	$0.00	$0.00	$270.00
MENDEZ	JOSE	$375.00	$0.00	$0.00	$0.00	$0.00	$375.00
MENDEZ	ANTONIO	$745.00	$100.00	$0.00	$0.00	$0.00	$645.00
MENDOZA	ALFONSO	$325.00	$0.00	$0.00	$0.00	$0.00	$325.00
MERTEN	ROBERT	$1,650.00	$0.00	$0.00	$0.00	$0.00	$1,650.00
MOSHER	TINA	$325.00	$150.00	$0.00	$0.00	$0.00	$175.00
MUNOZ	MANOLO	$375.00	$0.00	$0.00	$0.00	$0.00	$375.00
MOTA	EDUARDO	$400.00	$0.00	$0.00	$0.00	$0.00	$400.00
OBRENTZ	MARLA	$325.00	$80.00	$0.00	$0.00	$0.00	$245.00
OLENSKE	TIM	$500.00	$0.00	$0.00	$0.00	$0.00	$500.00
ORTEGA	JOSE	$500.00	$0.00	$0.00	$0.00	$0.00	$500.00
PARRA	EVARISTO	$92.86	$0.00	$0.00	$0.00	$0.00	$92.86
PAZOS	ANSELMO	$92.86	$0.00	$0.00	$0.00	$0.00	$92.86
PAREDES	JOSE	$500.00	$0.00	$0.00	$0.00	$0.00	$500.00
PEDRO	OMAR	$470.00	$0.00	$0.00	$0.00	$0.00	$470.00
PENA	JOSE LUIS	$350.00	$0.00	$0.00	$0.00	$0.00	$350.00
PIERCE	RON	$500.00	$0.00	$0.00	$0.00	$0.00	$500.00
PITTS	MICHAEL	$450.00	$0.00	$0.00	$0.00	$0.00	$450.00
PREZA	FERNANDO	$500.00	$0.00	$0.00	$0.00	$0.00	$500.00
QUINT	RON	$900.00	$0.00	$0.00	$0.00	$0.00	$900.00
RAMOS	RAFAEL	$92.86	$0.00	$0.00	$0.00	$0.00	$92.86
RENARD	TONY	$1,000.00	$0.00	$0.00	$0.00	$0.00	$1,000.00
RENDON	FELIPE500	$500.00	$0.00	$0.00	$0.00	$0.00	$500.00
RIVAS	JORGE	$350.00	$0.00	$0.00	$0.00	$0.00	$350.00
RIVERA	CARLOS	$400.00	$0.00	$0.00	$0.00	$0.00	$400.00
RIVERA	BALBINA	$92.86	$0.00	$0.00	$0.00	$0.00	$92.86
ROA	MARIANO	$350.00	$0.00	$0.00	$0.00	$0.00	$350.00
RODRIGUEZ	GUADALUPE	$375.00	$40.00	$0.00	$0.00	$0.00	$335.00
RODRIGUEZ	JOSE	$92.86	$0.00	$0.00	$0.00	$0.00	$92.86
ROANO	ALDO	$425.00	$140.00	$0.00	$0.00	$0.00	$285.00
ROSS	REGGIE	$415.00	$200.00	$0.00	$0.00	$0.00	$215.00
RUIZ	JUAN	$425.00	$0.00	$0.00	$0.00	$0.00	$425.00
RUIZ	RICARDO	$375.00	$0.00	$0.00	$0.00	$0.00	$375.00
RUYLE	ASHLEY	$325.00	$0.00	$0.00	$0.00	$0.00	$325.00
SAGAR	GUNNAR	$325.00	$120.00	$0.00	$0.00	$0.00	$205.00
SANCHEZ	JOSE CIRO	$425.00	$0.00	$0.00	$0.00	$0.00	$425.00
SANCHEZ	UBALDO	$325.00	$0.00	$15.00	$0.00	$0.00	$310.00

Butler001036

BUTLER AMUSEMENTS
"BUTCH'S" UNIT
PAYROLL

SANCHEZ	ROBERTO			$400.00	$0.00	$0.00	$0.00	$0.00	$400.00
SANCHEZ	GENARO			$92.86	$0.00	$0.00	$0.00	$0.00	$92.86
SANTIAGO	VALENTINO			$325.00	$0.00	$0.00	$0.00	$0.00	$325.00
SANTOS	ELDILBERTO			$350.00	$0.00	$0.00	$0.00	$0.00	$350.00
SANTOS	RICARDO			$100.00	$0.00	$0.00	$0.00	$0.00	$100.00
SANTOS	ARTURO			$92.86	$0.00	$0.00	$0.00	$0.00	$92.86
SEDANO	ELPIDIO			$365.00	$0.00	$0.00	$0.00	$0.00	$365.00
SEPULVEDA	ANGEL			$425.00	$40.00	$0.00	$0.00	$0.00	$385.00
SEVERO	RAUL			$275.00	$0.00	$0.00	$0.00	$0.00	$275.00
SLACK	SYBERT			$350.00	$150.00	$0.00	$0.00	$0.00	$200.00
SMITH	STEPHEN			$400.00	$0.00	$0.00	$0.00	$0.00	$400.00
SMITH	KENNETH			$325.00	$80.00	$20.00	$0.00	$0.00	$225.00
SOLER	GUSTAVO			$92.86	$0.00	$0.00	$0.00	$0.00	$92.86
TEJEDA	LUIS			$325.00	$0.00	$0.00	$0.00	$0.00	$325.00
TEJEDA	MARTIN			$100.00	$0.00	$0.00	$0.00	$0.00	$100.00
TREJA	FERNANDO			$500.00	$0.00	$0.00	$0.00	$0.00	$500.00
TRUAX	BILLY			$2,000.00	$0.00	$0.00	$0.00	$0.00	$2,000.00
TUTTLE	GENA			$400.00	$0.00	$0.00	$0.00	$0.00	$400.00
VARGAS	MARTHA			$350.00	$0.00	$0.00	$0.00	$0.00	$350.00
VAZQUEZ	JAIME			$400.00	$0.00	$0.00	$0.00	$0.00	$400.00
VAZQUEZ	OSCAR			$350.00	$0.00	$0.00	$0.00	$0.00	$350.00
VENTURA	JOSE			$600.00	$0.00	$0.00	$0.00	$0.00	$600.00
VIDAL	ERNESTO			$350.00	$0.00	$0.00	$0.00	$0.00	$350.00
VILLEGAS	FELIPE			$395.00	$0.00	$0.00	$0.00	$0.00	$395.00
ZEPEDA	MARILU			$650.00	$0.00	$0.00	$0.00	$0.00	$650.00
			TOTALS	**$54,564.29**	**$2,170.00**	**$167.00**	**$0.00**	**$0.00**	**$52,227.29**

Sensitive Information Protected

Butler Amusements

Exhibit B
Employee Interviews

First	Last	Job title	H2B	Exhibit	Method	Signed
Armando	Apolinar	Ride Operator	Yes	B-1	written	No
Carlos	Armenta Calderon	Ride Operator / Van Driver	Yes	B-2	written	No
Juan Daniel	Barros Romero	Ride foreman	Yes	B-3	written	Yes
Gabriel	Bello Vasquez	Ride Operator	Yes	B-4	written	Yes
Candido	Cuellar Castellanos	Ride Operator	Yes	B-5	written	Yes
Donald	Dichiara	Appliciant	No	B-6	Phone	No
Agustin	Espinoza	Ride Operator	Yes	B-7	written	Yes
Saul	Estudillo Herrera	Semi Driver	Yes	B-8	written	Yes
Luis Hector	Gracia Martinez	Ride Operator	Yes	B-9	written	Yes
Jesus	Grajales Garani	Ride Helper/Van Driver	Yes	B-10	written	Yes
Glenn	Hatley	Appliciant	No	B-11	Phone	No
Omar Pedro	Herrera	Ride Operator/ CDL Driver	Yes	B-12	written	Yes
Omar	Lopez Romero	Supervisor	Yes	B-13	written	Yes
Jesus Alberto	Martinez Audrade	cook/ride operator	Yes	B-14	written	Yes
Julio Alberto	Martinez Herrera	Ride Operator	Yes	B-15	written	Yes
Antonio	Mendes	Ride Supervisor	Yes	B-16	written	Yes
Jose Ivan	Ortega Romo	Semi Driver	Yes	B-17	written	Yes
Felipe Neri	Perdomo Rendon	Ride foreman	Yes	B-18	written	Yes
Lupe	Razan	Appliciant	No	B-19	Phone	No
Balbina	Rivera Fernandez	Worker	Yes	B-20	written	Yes
Genaro	Sanchez Hernandez	Ride Operator	Yes	B-21	written	Yes
Arturo	Santos Lopez	Ride Operator	Yes	B-22	written	Yes
Elipidro	Scalara Abarado	Ride Operator	Yes	B-23	written	Yes
Robert	Skelton	Appliciant	No	B-24	Phone	No
Gustavo J	Soler G	Worker	Yes	B-25	written	Yes
Oscar	Vasquez	Foreman	Yes	B-26	written	Yes
Felipe	Villegas Quijano	Shop Worker	Yes	B-27	written	Yes
Marylu	Zepeda	Admin	Yes	B-28	written	Yes
FIELD NOTES:						
Bill	Truax	Manager	No	B-29		
Gina	Tuttle	Payroll Clerk	No	B-30		
Kurt	Vomburg	General Manager	No	B-31		

Employee Personal Interview Statement

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

This report is authorized by Section 11 of the Fair Labor Standards Act and other Wage-Hour laws. While you are not required to respond, your cooperation is needed for the Wage Hour Division to make a determination of compliance under the applicable Act(s). Your identity will be kept confidential to the maximum extent possible under existing law.

4/23/2013
(Date)

Trailers - SB Fairgrounds
(Place of Interview)

I, Mr. , Miss, Mrs. Ms.,Armando Apolinar Confidential ,
(Name of Employee) **(Number, street, apt. no.)**

Confidential
(City or Town) **(State)** **(Zip Code)**

(Telephone Number) **(Driver's license #-Do not request if number is same as Social Security number)**

years of age, (was/have been) employed by Butler Amusement
(Establishment)

Santa Barbara for the approximate period from 2/13 to present
(Location of Establishment)

as Ride Operator
(Occupation or description of duties)

Statement:

I am from Veracruz, Mexico. Maria Isabel is my wife and she also works for this company. She has a cell phone for the both of us. I do not remember the number. I have worked with this company for 9 seasons. I started at the beginning of February this year, that is when I arrived. I arrived to Indio, California. My wife has been working for Butler for 5 seasons. We are both here with a work visa. We have representatives from Butler in my town, Victor Apolinar, he is my brother. Butler does not ask anything for the paperwork , the visa or the passport. They arrange everything. Victor asked us for all of the required information, whether we had any problems with the police, our interest level. He explains the nature of the work and how it will be done here. We do not have to pay anything to get this job. We just pay for the passport. We pay like 1,500 pesos for the food, hotel and travel for the interview at the Monterrey consulate. The company pays for the transport to Indio, CA. The work schedule varies from one city to another, sometimes it is 38 hours per week, sometimes it is 40. The hours of the fairs, the number of days the fair operates and the hours of operations of the fair all determine our schedule. The maximum number of hours I've worked in one day is 6 hours in Inidio and in Fresno, for 6 days in that week. We vary the hours between various people, sometimes I work 2 hours and then rest for two hours, other times I work 1 hour and I rest 1 hour. We also share the shifts and if there are 10 hours of fair in one day, I work 5 hours and a coworker will work 5. In the fairs on the weekend they open 5-6 hour, on the weekdays 3-4 hours. The maximum number of hours that I've worked consecutively is 2 hours and then 2 hours of break. We usually we start at night, 10 to 12 hours and we share shifts. The time that we start to work varies. Today we began at 10 am checking the rides for about an hour. I used to work on another ride, Battle Ship, and they used a paper where we would write a description of the hours and work. We did not use this paper this year. I do not know if

Form WH-31 (Revised Jan. 2001)
B- 1

they write the hours on the inspection sheet when we begin and when we end. After inspecting the ride I am going to rest and have breakfast. I am going to begin again at 4 pm. I do not know who is in charge, but someone comes to check how many people are working on a ride and they write down the hours of work. They check on us when we start working. There is also a checker that comes by throughout the day, making the rounds and he also writes down the time that we start our shifts. They pay me $350 every week in cash. They put the hours worked on the paper and we sign that it is correct. That I have seen, sometime she hours are less than what we have worked in reality, but they always pay us the same amount regardless. When we set up the rides everyone stops at 12pm to eat lunch. I live in the housing, the trailers. There are 4 people in m trailer, there are 8-10 people in total in the 10 little rooms. They do not deduct anything from my check for the trailer, for light or water. Carmen is my wife. They take us to the store for food and laundry. We do not pay for transportation. I came with this ride in the truck from Concord to Santa Barbara. Juan, one of their drivers, drove the truck. We left at 2 in the morning on Monday after we took down the rides on Sunday night and we arrived at 7 or 7:30 am in the morning on Monday. Sometimes we travel from one city to another in the morning. They give us a shirt for the job and identification. We do not have to pay for this. I do not receive a bonus. I do the operation and inspection of the ride.
I have read this interview and it is true and correct.
EE Signature David Miljoner, WHI Signature

Form WH-31 (Revised Jan. 2001)
B- 1A

Personal Interview Statement

U.S. Department of Labor
Wage and Hour Division

U.S. Wage and Hour Division

This report is authorized by Section 11 of Fair Labor Standards Act and other Wage-Hour laws. While you are not required to respond, your cooperation is needed for the Wage Hour Division to make a determination of compliance under the applicable Act(s). Your identity will be kept confidential to the maximum extent possible under existing law.

4/23/13
(Date)

Mr.
Miss
Mrs.

BUTLER
(Place of interview)

I, Ms. ARMANDO APOLINAR, of [redacted]
(Name of employee) (Number, street, apt. no.)

Confidential

(City or town) State Zip Code

N/A
(Telephone number)

(Driver's licence number - Do not request if number is same as Social Security Number)

_____ years of age, (was/have been employed by) BUTLER AMUSEMENT
(Establishment)

SIMI VALLEY, CA for the approximate period from 2/13 to present
(Location of establishment) (if still employed state "present")

as RIDE OPERATOR
(Occupation or description of duties)

Statement: Soy de Veracruz Mexico, Maria Isabel es mi esposa y ella también trabaja aquí en el carnival. Esta tiene celular para los días en restart. No me acuerdo bien el nombre. He trabajado con este campeonato temporada. Empecé en los primeros de febrero este año este es el cuarto viaje. Llegamos Dallas, California. Mi esposa tiene 5 temporadas en Butler. Los días de nosotros estamos aquí en una de trabajar. Tenemos representantes de Butler en mi pueblo. Víctor Apolinar es mi hermano. No pude mucho de papeles los patrones de Butler por el visa y perceptor. Ellos arreglan todo. Víctor me pide los requisitos, información sobre si tenemos tarjeta problemas con policías el interés. Me dice como es el trabajo aquí

(If additional space is needed continue on reverse)

Form WH-31 (Rev. May 2010)

B-16 (1)

AR - 0985

Butler: 2018-TNE-19
Administrator's Exhibit
Ex. F-004, Page 068

el trabajo como es. No tenemos que pagar nada para conseguir el trabajo. Siempre pagamos para el pasaporte. Pagamos como 1500 pesos para cada hotel para la entrevista en [illegible] Malaysia. La compañía paga para el transporte a India LA. El horario de trabajo varía de un hotel a otro, a veces es 36 por semana, a veces 40. Los horarios de fin de semana, cuando dicen el fin de semana, el horario por el día del fin. El horario normal es 6 horas en India y en Francia por 6 días en los días de semana. Normalmente el horario entre varias personas. A veces trabajo 2 horas y descanso 2 horas, otra vez 1 hora de trabajo 1 hora de descanso. Todos comparten los turnos y si hay 10 horas de fin en un día, yo trabajo 5 horas y un compañero trabaja 5. En los fines de semana son 5-6 horas, en los días de la semana 3-4 horas. Lo mismo que trabajo siguiente es 2 horas y después 2 horas de descanso. Usualmente empezamos para la tarde y trabajamos 10-12 horas y comparten los turnos. La hora que empezamos a trabajar varía. Hay empezar con un compañero a las 10 a después el juego por más menos una hora. Antes trabajé en otro Bath/juego y ellos tenían un papel donde escribían y nos daban un papelito para llenar las horas de trabajo, en los juegos donde la estadía no necesitamos este papel este año. Nadie escribe las horas que empezamos y cuando terminamos. Después de empezar muy a descansar y cenamos. Después hay empezar de nuevo a las cinco. No se quien se encarga, pero alguien viene a chequear cuantas personas trabajan en un juego y las horas del trabajo.

Butler: 2018-TNE-19
Administrator's Exhibit
Ex. F-005, Page 069

Personal Interview Statement

U.S. Department of Labor
Wage and Hour Division

U.S. Wage and Hour Division

This report is authorized by Section 11 of Fair Labor Standards Act and other Wage-Hour laws. While you are not required to respond, your cooperation is needed for the Wage Hour Division to make a determination of compliance under the applicable Act(s). Your identity will be kept confidential to the maximum extent possible under existing law.

4/23/13
(Date)

Mr.
Miss
Mrs.

(Place of interview)

I, Ms. Armando Adriano, of _____
(Name of employee) (Number, street, apt. no.)

_____ _____ _____
(City or town) State Zip Code

_____ _____
(Telephone number) (Driver's licence number - Do not request if number is same as Social Security Number)

_____ years of age, (was/have been employed by) _____
(Establishment)

_____ for the approximate period from _____ to _____
(Location of establishment) (if still employed state "present")

as _____
(Occupation or description of duties)

Statement: Nos dieron cuando empezamos Tenian hay un
despues que vinieron los el otro dueño anterior. y tambien
apartir cuando empiezan un nuevo Nos pagan 350 cada semana
en efectivo. Para los horas de trabajo en un papel y
firmamos que es la correcta. Que no vista a veces es muchas
horas que he trabajado en realidad pero siempre nos pagan regular.
Cuando empezamos los juegos todo el mundo para a las 12pm almuerzo
Vivimos en los carros, los trailers. Somos como 4 personas en un trailer.
de 8-10 personas en total, lo contrario. No quieren
nadie de no dormir en el trailer, los ayer Carmen el
nos pregunto si los nos traen a los hoteles por comedor y laundry
No pagamos por transporte. Vivo en este juego en un trailer
de Carnival a Santa Barbara. Tuve un choque en ellos

(If additional space is needed continue on reverse)

(2)
Form WH-31 (Rev. May 2010)

B-1c

Butler: 2018-TNE-19
Administrator's Exhibit
Ex. F-006, Page 070

conducía el tren. Salimos a las . 2 de la mañana en lunes después de desarmar el juego en domingo por la noche y llegamos a las 7, 7:30 por la mañana Lunes A veces vengo de un evento a otro por la mañana. Nos dan una playera por el trabajo, una identificación por el trabajo no tenemos que pagar por eso. No recibo un bonus. Yo hago la operación, inspección de el juego. He leído esta entrevista y todo esta correcto y verdad

Confidential Confidential

Employee Personal Interview Statement

U.S. Department of Labor
Wage and Hour Division

This report is authorized by Section 11 of the Fair Labor Standards Act and other Wage-Hour laws. While you are not required to respond, your cooperation is needed for thee Wage Hour division to make a determination of compliance under the applicable Act(s). Your identity will be kept confidential to the maximum extent possible under existing law.

04/24/2013
(Date)

Mr. Carlos Armenta Calderon
Miss
Mrs.
I, Ms. _____, [redacted]
(Name of employee)

Santa Barbara Fair
(Place of interview)

Confidential
(Number, street, apt. no.)

Confidential
(City or town) (State) (Zip code)

Confidential
(Telephone number)

(Driver's License number - Do not request if number is same as Social Security number)

_____ years of age, (was/have been) employed by Butler Amusements, Inc.
(Establishment)

Beaverton, OR for the approximate period from 02/2013 to Present
(Location of establishment) (If still employed state "present")

as Rides Operator/Driver
(Occupation or description of duties)

Statement: I have worked for Butler Amusements, Inc. since 2001. Each year I return back to Mexico in October when my contract is completed. This year I started working for the company Butler Amusements in February 2013. I work for the company under the H-2B program. The company paid for my visa and they did not charge me.

I operate the Wave Swingers ride for the company. The Wage Swingers ride is not for children. I take the tickets from the persons who want to ride the Wage Swingers ride. I also make sure that the persons are secured in the ride. I also set-up and break down the ride when we leave to work at another city. Four workers operate the Wave Swingers ride. The same four workers set-up the ride in approximately six hours and we take five hours to break down the ride. Two workers operate the ride per work shift. When I operate the ride, I work two hours and then take a two hour break, and continue the same pattern until my work shift is over. When I take a break every two hours during my work shift, I do not work. If I start at 10:00 in the morning, I finish my work shift at 10:00 in the evening, or 12:00 in the morning depending when the fair closes, but never work more than six hours per work shift. My workweek opens on Monday and closes on Sunday. I work six to seven days per week. I regularly work 36 to 42 hours per week. On the last day of the fair, I can work 12 hours on that day because I need to break down the Wage Swingers ride.

I also drive a company van and transport workers to the cities where we are going to work. After the ride is broken down, I rest three hours and then drive the van and transport the workers where we are going to work. From Lompoc, California to Santa Barbara, it took one hour to arrive in Santa Barbara. From Santa Barbara we will be going to Indio or Barstow, California, and will drive approximately four or five hours. The time that I drive the van depends on how far we are going to work.

The company pays me a salary ... $575.00 per week. I am paid $525.00 to operate the Wave Swingers ride, and $50.00 to drive the van and transport the workers. It does not matter how far I drive the van, I am only paid $50.00 for each trip.

I am paid my salary in cash, and it is given to me in an envelope with the gross amount noted on the envelope. Nothing is deducted from my gross salary.

Mari Lou records the hours and days that I work, but I don't complete a time card. I don't know Mari Lou's last name.

The company gives me a polo shirt with the company's name Butler Amusements, and it is free. I buy a second polo shirt for work and it cost me $16.00.

The company gives me free living accommodations, and I live in a trailer.

My salary does not change when we go to different cities to work. I am not paid bonuses during each week.

My supervisor is Antonio Mendez and he supervises my work.

I do have a driver's license (Confidential, class C – observed by INV Jimenez).

"I have read the above and it is true to the best of my knowledge."

The original interview was conducted and written in Spanish by WHI Ruben Jimenez and signed by the interviewee. WHI Ruben Jimenez translated this interview from Spanish to English for the benefit of the non-Spanish reader.

Signed Confidential 04/25/2013

Personal Interview Statement

U.S. Department of Labor
Wage and Hour Division

Portland

U.S. Wage and Hour Division

This report is authorized by Section 11 of Fair Labor Standards Act and other Wage-Hour laws. While you are not required to respond, your cooperation is needed for the Wage Hour Division to make a determination of compliance under the applicable Act(s). Your identity will be kept confidential to the maximum extent possible under existing law.

04/24/2013
(Date)

Mr. Carlos Armando Calderon
Miss
Mrs.
I, Ms. _____, of Santa Barbara, Calif

(Name of employee)

Tlapacoya

Confidential

(Telephone number)

Confidential

State Zip Code

(Driver's licence number - Do not request if number is same as Social Security Number)

_____ years of age, (was/have been employed by) Butler Amusements, Inc

(Establishment)

Beaverton, OR for the approximate period from 02/2013 to Presente

(Location of establishment) (if still employed state "present")

as Manijador de Rides / Manijador

(Occupation or description of duties)

Statement: Empeze a trabajando para Butler Amusements, Inc. Ellos me mandaron de Mexico en Octubre viendo se termina mi contrato. Este año mande mentiras con la compañia Butler Amusements en Febrero 2013. Pedi para la compañia hizo el programa H2B. La compañia pago por mi visa y los abogados.

Manijo el juego White Swingers para la compañia. El nombre White Swingers no es para los niños. Pero los pilotos de los personas que quieren subir en el

(If additional space is needed continue on reverse)

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Administrator's Exhibit
Ex. F-010, Page 074

juego hasta las seis. También pienso que los trabajadores están agradados en el juego. También hemos ido al juego cuando nos hemos ido a trabajar. Cuatro trabajadores manejan el juego las seis horas. Los mismos cuatro trabajadores jugaron el juego en aproximadamente seis horas y hemos ido cinco veces para terminar el juego. Los trabajadores manejan el juego por turno. Cuando manejo el juego trabajo nos días y descanso dos días. El siguiente mismo horario que se maneja mi turno. Cuando descanso hasta dos horas durante mi turno de trabajo no trabajo. Si comienzo en los días 1 de la semana termino mi turno 5 los 10 de la noche de la misma, de modo cuando se cierra la tienda pero no trabajo más de seis horas por día turno. Mi semana se sabe el lunes y se cierra el domingo. Trabajo seis días a la semana. Por lo regular trabajo 36 ha 42 horas por semana. El último día de la feria puede trabajar 12 horas ese día porque tengo que terminar el juego las sumas.

También manejo la una de la

Personal Interview Statement

U.S. Department of Labor
Wage and Hour Division

Pag. 3 of 6

U.S. Wage and Hour Division

This report is authorized by Section 11 of Fair Labor Standards Act and other Wage-Hour laws. While you are not required to respond, your cooperation is needed for the Wage Hour Division to make a determination of compliance under the applicable Act(s). Your identity will be kept confidential to the maximum extent possible under existing law.

Mr. Carlos Armenta, Colleton 04/24/2013
(Date)

Miss
Mrs.
I, Ms. _____, of _____
(Name of employee) (Number, street, apt. no.)

(Place of interview)

_____ _____ _____
(City or town) State Zip Code

_____ _____
(Telephone number) (Driver's licence number - Do not request if number is same as Social Security Number)

_____ years of age, (was/have been employed by) _____
(Establishment)

_____ for the approximate period from _____ to _____
(Location of establishment) (if still employed state "present")

as _____
(Occupation or description of duties)

Statement: Compañia y transporte trabajadores a los cuales donde vamos de trabajar Cuando el jefe esta temprano trabajo ocho horas y luego manejo la van y transporte los trabajadores donde vamos a trabajar. De compañia solo tenemos empleados pero manejar y jefes no solo tenemos. De solo tenemos dos vamos de Jamie a Barstow, California y una y manejar aproximadamente cuatro o cinco horas. El tiempo que manejo la van depende que tan lejos vamos a trabajar.

(If additional space is needed continue on reverse)

Form WH-31 (Rev. May 2010)

B-2C

La compañía me paga un sueldo de $575.00 por semana. Me pagan $25.00 por manejar el juego Weight Swingers y $5.00 por manejar la lona y transportar los obstáculos. Me imagino que los jefes manejan la lona siempre me pagan $5.00 por cada viaje.

Me pagan mi sueldo en efectivo y me lo dan en un sobre y anota lo que se me paga en bruto. No me descuentan nada de mi sueldo en bruto.

Mari los anota las horas y días que trabajo pero yo no llevo una hoja de tiempo/horas no se el apellido de Mari Lu.

La compañía me da una playera con el nombre de la compañía Butler Amusements y es gratis. Yo compro una segunda playera para trabajar y me cobran $6.00.

La compañía me da mi vivienda gratis y vivo en una traila.

Mi salario no cambia cuando nos cambiamos de diferentes ciudades para

Personal Interview Statement

U.S. Department of Labor
Wage and Hour Division

Page 5 of 6

U.S. Wage and Hour Division

This report is authorized by Section 11 of Fair Labor Standards Act and other Wage-Hour laws. While you are not required to respond, your cooperation is needed for the Wage Hour Division to make a determination of compliance under the applicable Act(s). Your identity will be kept confidential to the maximum extent possible under existing law.

Mr. Carlos Armando Calderon — 04/24/2013 (Date)

Miss / Mrs. / I, Ms. _____ , of _____ (Place of interview)

(Name of employee) (Number, street, apt. no.)

(City or town) State Zip Code

(Telephone number) (Driver's licence number - Do not request if number is same as Social Security Number)

_____ years of age, (was/have been employed by) _____ (Establishment)

_____ for the approximate period from _____ to _____

(Location of establishment) (if still employed state "present")

as _____

(Occupation or description of duties)

Statement: Trabajo en Mc me pagan horas dobles de cada semana.

Mi supervisor es Antonio Mendez y supervisa mi trabajo.

Si tengo licencia de manejar (D.C. California Class C - observed By TNE Driver).

He leido y entendido la escrito por el investigador y esta correcto firmado en mi Cumpleaños.

Confidential

04 - 24 - 2013

(If additional space is needed continue on reverse)

Form WH-31 (Rev. May 2010)

B-2d

Butler: 2018-TNE-19
Administrator's Exhibit
Ex. F-014, Page 078

Page 6 of 6

This interview statement was taken in Spanish by INV Gimenez.

[redacted] 04/24/2013

Confidential

Employee Personal Interview Statement

US Department of Labor
Wage and Hour Division

This report is authorized by Section 11 of the Fair Labors Standards Act and other Wage/Hour laws. While you are not required to respond, your cooperation is needed for the Wage and Hour Division to make a determination of compliance under the applicable Act(s). Your identity will be kept confidential to the maximum extent possible under existing law.

Juan Daniel Barrios Romero 4/23/2013 Santa Barbara Fair

Name	Date	Place of Interview

Street Address City State Zip

Ride Foreman

Telephone Dates of Employment Position

Employer Address

Statement:

I have worked for Butler maybe six seasons. I started to work this year in February in Indio, California. I have worked in eight locations since February.

I put up and tear down the rides. I am in charge of two employees and the ride called "Foot loose." I earn $350 each week. Pay day is Sundays. I receive cash in an envelope with my name on it. There are no deductions from my salary. I am cooking my own meals and I am not paying anyone to do it.

The employer is paying all my expenses from Nuevo Leon.

Normally, I am working six days each week. Normally I start at 9 am until 12 noon. I have an hour to eat and then I work 1 pm until 5 pm or 6 pm – depends on the day. (This is the schedule for putting up the rides)

During the fair, maybe 11 am until 1 pm and then a rest of one hour, and afterwards two or three hours of work and another hour break, until the fair is closed – maybe 10 pm or 11 pm or 12 pm. Usually, six to eight hours each day. Sometimes, the fair is open only at 5 pm until 10 pm or 11 pm.

Sundays – tearing down. Mondays we travel. Tuesdays and Wednesdays we are putting up the rides. The fair is usually Thursdays, Fridays, Saturdays, and Sundays.

The day of tearing down are long days. Maybe four hours to tear down a ride and we finish at 2 am or 3 am. The next day, Mondays, we are traveling to another location. I leave maybe at 8 am for another location.

There is no method to record my hours worked. The supervisor knows when I have to work. My supervisor is Antonio Mendez.

Taken/translated WHI Mortland

B-3

The least hours in a week is about 40 hours and the most hours are maybe 55 to 60 hours.

The workers working with me are working nearly the same hours each week, but they earn a little less - $325 or $330 each week.

I did not have to pay anyone to obtain this job here.

I have read this statement and it is true.

x_____

Juan Daniel Barrios Romero

TRANSLATION

Taken/translated WHI Mortland

B-31

Personal Interview Statement

U.S. Department of Labor
Wage and Hour Division

U.S. Wage and Hour Division

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Page 1

4/23/2013
(Date)

Mr.
Miss
Mrs.

Santa Barbara Fairgrounds
(Place of interview)

I, Ms. Juan Daniel Barrios Ramos of [redacted]
(Name of employee) (Number, street, apt. no.)

[redacted]
(City or town) State Zip Code

[redacted]
(Telephone number)

[redacted]
(Driver's licence number - Do not request if number is same as Social Security Number)

_____ years of age, (was/have been employed by) Butler
(Establishment)

_____ for the approximate period from _____ to present
(Location of establishment) (if still employed state "present")

as Ride foreman
(Occupation or description of duties)

Statement: Yo he trabajado con Butler tal vez seis temporadas. Empecé a trabajar este año en Febrero en India, California. Trabajé en ocho lugares desde Febrero. Estoy armando y desarmando los rides. Encargado de dos empleados trabajando con un ride se llama "Fast loose." Gano $350 cada semana. El dia de pago son las domingos. Recibo efectivo en un sobre con me nombre. No hay deducciás de mi Salario. Yo estoy cocinando mis propias comidas y no estoy pagando Alguien para hacerlo.

El empleador esta pagando los gastos desde Nuevo Leon.

(If additional space is needed continue on reverse)

Form WH-31 (Rev. May 2010)

B-3b

Butler: 2018-TNE-19
Administrator's Exhibit
Ex. F-018, Page 082

Normalito estoy trabajando seis días cada semana. Normalito empezó a las 9 am hasta media día - 12:00. Tengo una hora para comer entonces trabajando 1 pm hasta 5 pm o 6 pm - depende el día. (Es horario para armado y ~~desarmado~~ los rides)

Durante una feria tal vez 11 am hasta 1 pm entonces un descanso de una hora, y después dos o tres horas de trabajo, y otra hora de descanso - hasta ala feria esta cerrada - tal vez 10 pm o 11 pm or 12 pm. Normalito 6 o 8 horas cada día. A veces una feria esta abierta solo 5pm hasta 10 pm o 11 pm.

Domingo - desarmando. Lunes viajamos. Martes y miercoles armando. Una Feria normalito es jueves, viernes, sabado, y domingo.

El día de desarmando son días largo. tal vez 4 horas para desarmar el ride y terminé a las 2am o 3 am. El día siguiente, lunes, estamos viajando a otro lugar. Salgo tal vez 8 am para otro lugar.

No hay metodo para registrar mis horas trabajados. El supervisor sabe cuando yo tengo que trabajar. Mi supervisor se llama Antonia Mendez.

Personal Interview Statement

U.S. Department of Labor
Wage and Hour Division

U.S. Wage and Hour Division

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pagina dos

_____ (Date)

Mr.
Miss
Mrs. _____ (Place of interview)

I, Ms. Juan Daniel Barrios Ramirez _____
(Name of employee) (Number, street, apt. no.)

_____ (City or town) _____ State _____ Zip Code

_____ (Telephone number) _____ (Driver's licence number - Do not request if number is same as Social Security Number)

_____ years of age, (was/have been employed by) _____ (Establishment)

_____ (Location of establishment) for the approximate period from _____ to _____ (if still employed state "present")

as _____ (Occupation or description of duties)

Statement: Los ~~Los~~ horas mínimo en una Semana es como 40 y horas maximo tal vez 55- 60 ~~horas~~ horas.

Los trabajadores trabajando conmigo estan trabajando casi las mismas horas Cada Semana, pero ellos ganan un poco menos - $325 o $330 Cada ~~Semana~~ Semana.

No tengo que pagar a nadie para obtener mi trabajo aqui.

Yo he leido esta declaración y es la verdad.

[redacted] Confidential

WHI-MM

(If additional space is needed continue on reverse)

Form WH-31 (Rev. May 2010)

B-3c

AR - 1001

Butler: 2018-TNE-19
Administrator's Exhibit
Ex. F-020, Page 084

Employee Personal Interview Statement

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

This report is authorized by Section 11 of the Fair Labor Standards Act and other Wage-Hour laws. While you are not required to respond, your cooperation is needed for the Wage Hour Division to make a determination of compliance under the applicable Act(s). Your identity will be kept confidential to the maximum extent possible under existing law.

4/23/2013
(Date)

Trailers - SB Fairgrounds
(Place of Interview)

I, Mr. , Miss, Mrs. Ms.,Gabriel Bello Vasquez of Confidential ,
(Name of Employee) **(Number, street, apt. no.)**

Confidential
(City or Town) **(State)** **(Zip Code)**

Confidential ,
(Telephone Number) **(Driver's license #-Do not request if number is same as Social Security number)**

years of age, (was/have been) employed by Butler Amusement
(Establishment)

Santa Barbara for the approximate period from 1/13 to present
(Location of Establishment)

as Ride Operator
(Occupation or description of duties)

Statement:

I began working with the company as of January this season. This is the first time that I am working with this company. I found out about this job from friends and acquaintances from my town. They recommended me to another friend and I submitted an application. Jim receives the applications submitted from workers in Mexico, he is sent the information. Victor Apolinar received my application and he explained the travel, the length of the work, I received the information in writing and verbally. It had information about the length of the season, what I was going to be doing, the pay. As far as I know everyone receives this information. I did not have to pay anything to get this job, nor to submit my application. I came by bus and the company paid for the travel and the hotel. I have worked 5-6 carnivals this season. The work schedule does not vary that much between each fair. It depends on the hours and length of each fair. We begin about an hour before the fair opens to check all of the machinery of the ride. I work a maximum of 7 to 8 hours, we work in shifts and take breaks too. For example, if I work 2 hours I will rest 1 -2 hours and then I begin again. In one week from Monday to Sunday I work about 50-56 hours. There are times when we rest for the full day on a Monday or when there is no fair certain days. Everything depends on how many days the fair runs and when it opens. I will always work a maximum of 2 hours on a ride and then they require that we rest. The supervisor of the ride, Antonio on this Zipper ride, and the manager write down the hours that we work. I do not write down the hours that I work for myself. I see my hours in the pay stub that comes with my pay and up until now it has always been correct and I understand it. Write now we are working on the start up, we wash and clean the rides. This is work time and is included in the total hours that are included on the pay stub. I receive my pay every Sunday and my pay is $350 dollars in cash. I send the money to my family and I keep only what I use. They take a couple of us at a time in a company van to a store to

Form WH-31 (Revised Jan. 2001)
B- 4

send the money. There are assigned divers to do this. I do not pay for the transportation, it is free. They give everyone a shirt, a jacket, a hat and an ID, all of it for free. They do not charge us for any transportation. For example if there is a period of 5 pm to 12 am I work half of that time and I would have 2 breaks of 2 hours. I normally work 6 days a week 6 hours a day. Before Santa Barbara I was with Butler in Lompo, CA. We arrived here on Monday and stayed Tuesday and Wednesday, setting up, cleaning, constructing the rides all in those two days, Thursday we started the fair and we left on Sunday, we took down the rides and finished in 2- 3 hours. And we left at like 10 pm at night and we arrived in like 2 hours here. We always travel during the day this time was the exception. We usually leave at about 9 to travel to the next city. I always travel in one of the company vans, there are about 10 people per van. Everyone that works here travels in those vans. There are 8 rooms in each of the two trailers with two people in each room. There are up to 16 people in each trailer, but not all of the bunks are occupied. There are currently 14, there are lockers and space for bags and a separate place for eating. The travel from one city to another can vary from 2 to 10 hours depending on the distance. What was explained to me about the work when I was in Mexico was correct , in fact I receive more pay than what was explained to me originally, it was just a little bit more, the different rate was $340 or something like that. I do not know, and I do not think that I am going to receive a bonus. I found out that I got this job through Victor. He notified me and he told me when and how I was going to travel. We first arrived to the consulate in Monterrey and then directly to Indio in a special bus for everyone, all of the workers. I do not know anyone that has been fired, but an acquaintance left, I think it was his own decision. I do not know his name. I operate this ride, I check the security and I notify the electrician or manager if anything is wrong, I assemble an disassemble and clean the ride, those are my primary responsibilities. One could check their hours at the office.
David Miljoner has read me this interview and it is all true and correct
EE Signature David Miljoner, WHI Signature

Personal Interview Statement

U.S. Department of Labor
Wage and Hour Division

U.S. Wage and Hour Division

This report is authorized by Section 11 of Fair Labor Standards Act and other Wage-Hour laws. While you are not required to respond, your cooperation is needed for the Wage Hour Division to make a determination of compliance under the applicable Act(s). Your identity will be kept confidential to the maximum extent possible under existing law.

4/23/13
(Date)

Butler. – Sala Barbara. - Zippe
(Place of interview)

Mr.
Miss
Mrs.
I, Ms. Gabriel Vasquez Bello. , of [redacted]
(Name of employee)

Confidential

[redacted]
(City or town) State Zip Code

cell: [redacted]
(Telephone number)

(Driver's licence number - Do not request if number is same as Social Security Number)

_____ years of age, (was/have been employed by) Butler Amusement.
(Establishment)

Butler, Santa Barbara for the approximate period from 1/13 to present.
(Location of establishment) (if still employed state "present")

as Ride operator.
(Occupation or description of duties)

Statement: Antes de ayer empecé a trabajar con la empresa. este temporada. Este es la primera vez que trabajo con esta empresa. Por medio de amigos y conocidos es mejor de este trabajo. Me recomendó un amigo, mejor mi voluntad. Jim recibe el solicitud de la empresa en mano a la oficina en Guatemala. Victor Arellano recibe mi solicitud y me explica como es el trabajo, cuanto tiempo el trabajo, recibí la información por escrito y verbalmente. Tengo información de la temporada, lo que tengo que hacer, el pago. Ahora ya sé todo el mes recibí esta información. No tengo que pagar nada para conseguir el trabajo ni para entregar el solicitud. Vine por bus y la compañía pagaba el viaje del hotel. Yo llevo ahí 5-6

(If additional space is needed continue on reverse)

Form WH-31 (Rev. May 2010)

B-46 ①

AR - 1004

Butler: 2018-TNE-19
Administrator's Exhibit
Ex. F-023, Page 087

Fenix esta temporada aperturo. Es muy poco la variación entre cada Feria el numero. Depende cuantos hay y tiempo duran el Feria Empezamos una hora mas o menos antes de abrir la Feria para alcanzar todo el material del juego. Trabajo de 7 a 8 horas seguidas, varias tomamos y nos dan descansos. Por ejemplo trabajo 2 horas, descanso 1-2 horas y empiezo de nuevo. En una semana de lunes a domingo. trabajo una o menos de 50-56 horas. Hay veces cuando descansamos todo el dia es en lunes o cuando no hay Feria Todo depende de cuando hay Feria y cuando no hay. Siempre trabajo mayor 2 horas en un juego y despues regresamos descansar. El encargado de juego, Antonio es el jefe Zipper y el manager se aparte las horas que trabajamos. y yo no cuento las horas por mi mismo, Uso mis horas es el talon de mi pago. y hasta hasta esta correcto que yo entiendo. Ahora estamos en la empiezan se limpia y se lava. Este el tiempo de trabajo incluyan este tiempo en el horas de talon. Recibo mi pago en los domingos me pagan $350 dolares en efectivo Dinero mi dueño a mi. Fenix y gracias con lo que cargo. Nos llevan algunos a laver en un van de la compania a un hotel para jugar el dinero hay cantidades asignado. Hasta esa. No se no recuerdo Cada cada dia hay cabo. No pago por el carte es gratis. Usan en los hoteles de la compania No pago nada por el hotel es gratis. Me da cada uno una playera, gorra, y identificacion todo gratis. No tenemos que pagar por cualquier herramienta o otra cosa. Nunca cobran por cualquier cosa.
Por ejemplo si hay en lapso de 5pm a 12am trabajo la mitad y tendran 2 descansos de dos horas. Mientras trabajo 6 horas de la semana 6 horas cada dia.

Butler: 2018-TNE-19
Administrator's Exhibit
Ex. F-024, Page 088

Personal Interview Statement

U.S. Department of Labor
Wage and Hour Division

U.S. Wage and Hour Division

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4/23/13
(Date)

Mr.
Miss
Mrs.

(Place of interview)

I, Ms. Gabriel Vasquez Bello, of _____
(Name of employee) (Number, street, apt. no.)

_____ _____ _____
(City or town) State Zip Code

_____ _____
(Telephone number) (Driver's licence number - Do not request if number is same as Social Security Number)

_____ years of age, (was/have been employed by) _____
(Establishment)

_____ for the approximate period from _____ to _____
(Location of establishment) (if still employed state "present")

as _____
(Occupation or description of duties)

Statement: Antes de San Bolen estuve en Butler en Lompoc CA
Ligaban unos Martes
estolenes. ~~Miercoles~~ Martes, empezamos, limpiamos, cortamos
el ajo en este dos días, jueves empezé el forno. y salimos
domingo - descansamos y terminamos en 2 - 3 horas, y salimos
como a las 10 pm de la noche y llegamos en casa 2 horas aya.
Viaje Siempre es en el dia que ~~llegamos~~ entramos fue la
excepcion ~~resultado~~ salimos a partir de las 9 a llegar a
la propia ciudad. Yo siempre viaje en una de las vans
de la compañia, son 10 gentes por vehiculos. Todo el
mundo que trabaja aqui en este verano.
8 literas. en 2 en cada una de los trailers hasta 16 en
cada trailer, pero no todos ocupados. Hay 14 ahora. hay lockers
y espacio para la maleta. y hay donde cocinar aparte

(If additional space is needed continue on reverse)

Form WH-31 (Rev. May 2010)

B-4/c ②

AR - 1006

Butler: 2018-TNE-19
Administrator's Exhibit
Ex. F-025, Page 089

Los urgos deben cumplir a cabo a cierto hora-
dependiendo la distancia. Lo que me explicaron sobre el trabajo
cuando estuve en Nevada. Fue correcto, de hecho recibí
mas de lo que me explicaron originalmente en pago. Fue
poco la diferencia con $340 o algo así. No se y
no creo que vuelva a recibir un bono. Supe que consiguió
el trabajo por Mario. El no avisa y nos dijo cuando
y creo debemos a viaje. Llegamos para a Connecticut en
Meriden y dispersa. Estuvimos en un hotel especial
por todo el mundo, los trabajadores. No estoy a
gusto que he sido despedido, por un concepto falso,
yo creo por el propio desarrollo. No se si vuelva
Operador este juego, chequeaje esta seguro, avisar dentro
de margen de un Falla, confirmar y desarrollar y Imprimir el pago
Son mis responsabilidades proveer un pasaje cheque
Sus pasos en lo ahorro. He leído esta entrevista y es correcta y leído

Daniel Molina

Confidential

Confidential

Employee Personal Interview Statement

U.S. Department of Labor
Wage and Hour Division

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04/23/2013
(Date)

Mr. Candido Cuellar Castellanos
Miss
Mrs.

Santa Barbara Fair
(Place of interview)

I, Ms. _____, of Confidential
(Name of employee) (Number, street, apt. no.)

Confidential, Confidential Confidential
(City or town) (State) (Zip code)

Confidential,
(Telephone number)

(Driver's License number - Do not request if number is same as Social Security number)

_____ years of age, (was/have been) employed by Butler Amusements, Inc.
(Establishment)

Beaverton, OR for the approximate period from 04/15/2013 to Present
(Location of establishment) If still employed state "present")

as Rides Operator
(Occupation or description of duties)

Statement: I am in charge and operate the children's helicopter ride. I operate the ride and allow the children to enter the ride. I operate the children's helicopter ride each day. I am working for Butler Amusements, Inc. under the H-2B program. This is the first year that I work for Butler Amusements and I started on 04/15/2013.

I am being paid a salary of $325.00 per week. I am not paid hourly. I am paid in cash each week and payday is every Sunday. Nothing is deducted from my salary of $325.00 which is also my net pay. The money is given to me in an envelope. My workweek opens on Sunday and closes on Saturday.

I normally work from Sunday to Saturday, and work seven days per week. Last week I was off one day on Wednesday. I work from 10:00 in the morning to 10:00 in the evening with two hour breaks. I also work from 12:00 in the afternoon to 12:00 in the morning with two hour breaks. During my two hour breaks, I go to eat. I usually work ten hours per day. I work from 60 to 70 hours per week.

Last week I was working in Maricopa, California. Last week, I only worked two days in Maricopa. I also worked last week in Lompoc, California, and worked almost all week. I traveled twelve hours from Maricopa to Lompoc. I traveled one hour from Lompoc to Santa Barbara. The company transports me in a company's van to each city where we are going to work. The company does not charge me anything for transporting me. I don't drive the van. I do not work when I am being transported.

The company does not pay me bonuses.

The company gives me a polo t and a cap that has the name of F er Amusements, and I am not charged a fee. The company does not wash my polo shirt, so I have to wash the polo shirt. I wash the polo shirt with my other general clothes.

The company provides me with free living accommodations, and I live in a company's trailer. Eight live in the trailer.

The company does not deduct anything from my gross salary that I am paid.

Nobody records the hours that I work each day. My supervisor Omar (don't know his last name) verbally informs me what time we are going to work each day.

When I operate the helicopter ride, only two of us work. Me and my co-worker Ernesto Vidal operate the helicopter ride. I only work six hours from ten in the morning to ten in the evening, or from twelve in the afternoon to twelve in the morning. I work two hours and then take a two hour break throughout my work shift (for example from 10 am to 12 pm-work, 12 pm to 2 pm-break, 2 pm to 4 pm-work, 4 pm to 6 pm-break, 6 pm to 8 pm-work, and 8 pm to 10 pm-break).

The company does not charge me for the food that I eat. All the workers pitch in $40.00 each week and amongst ourselves we by our food.

The first time that I worked for the company was in Maricopa in April 2013.

"I have read the above and it is true to the best of my knowledge."

The original interview was conducted and written in Spanish by WHI Ruben Jimenez and signed by the interviewee. WHI Ruben Jimenez translated this interview from Spanish to English for the benefit of the non-Spanish reader.

Signed [redacted] Confidential

Employee Personal Interview Statement

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

Page 1 of 5

This report is authorized by Section 11 of the Fair Labor Standards Act and other Wage-Hour laws. While you are not required to respond, your cooperation is needed for the Wage Hour Division to make a determination of compliance under the applicable Act(s). Your identity will be kept confidential to the maximum extent possible under existing law.

Mr. Candido Cuellar Castellanos 04/23/2013 (Date) Santa Barbara FLSA

Miss
Mrs.
I, Ms. _____ (Name of employee), of Confidential,

Confidential
(City or town) (State) (Zip code)

Confidential
(Telephone number)

(Driver's license number - Do not request if number is same as Social Security number)

_____ years of age, (was/have been) employed by Butler Amusements Inc. (Establishment)

Beaverton, OR (Location of establishment) for the approximate period from 4/15/2013 to Present (if still employed state "present")

as Manejador de Ponies (Occupation or description of duties)

Statement: Me encargo y manejo el raite Helicopter de los ninos. Manejo el raite y dejo los ninos entrar al raite. Todos dias me encargo y manejo el raite Helicopter de los ninos. Estoy trabajando para Butler Amusements, Inc. baje el programa H2B. Este es el primer año trabajando para Butler Amusements y comense en 04/15/2013.

Me estan pagando un salario de $325.00 bisemanal. No me pagan por hora. Mi pago efectivo cada semana fue el dia de hoy es Cada Domingo. No me hicieron nada de mi salario $325.00 que es lo bien el mio. El dueño me lo dio en un sobre. Mi semana se abre el domingo y se cierra el Sabado.

(If additional space is needed continue on reverse)

Form WH-31 (Rev. Jan. 1989)

B-66

AR - 1010

Butler: 2018-TNE-19
Administrator's Exhibit
Ex. F-029, Page 093

Por lo normal, trabajo de Domingo a Sabado y trabajo siete dias por semana. La semana pasada descanse un dia Miercoles. Trabajo de las 10 de la mañana hasta las 10 de la noche con dos horas de descanso. Tambien trabajo de las doce de la tarde hasta las doce de la mañana. Con dos horas de descanso. Durante las dos horas de descanso hay la comer. Por lo regular trabajo diez horas por dia. Trabajo de 60 a 70 horas por semana.

La semana pasada estuve trabajando en Maricopa, California. Tambien trabaje dos dias en Maricopa la semana pasada. Tambien trabaje en Lompoc, California la semana pasada. Trabaje desde una semana. De Maricopa hay Lompoc manejamos doce horas. De Lompoc hasta Santa Barbara manejamos una hora. La compañia me transporta a cada ciudad donde vamos a trabajar. En una van de la compañia. La compañia no me cobra nada por transportarme. Yo no manejo el van. No trabajo cuando me transporta.

La compañia no me paga menos.

2000 471-205/39872

Employee Personal Interview State[illegible]nt

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

Page 3 of 5

This report is authorized by Section 11 of the Fair Labor Standards Act and other Wage-Hour laws. While you are not required to respond, your cooperation is needed for the Wage Hour Division to make a determination of compliance under the applicable Act(s). Your identity will be kept confidential to the maximum extent possible under existing law.

Mr. Mr. Nandido Cuellar Castellanos — 04/23/2013 (Date)
Miss
Mrs.
I, Ms. _____ (Name of employee), of _____ (Number, street, apt. no.), _____ (Place of interview)

_____ (City or town), _____ (State) _____ (Zip code),

_____ (Telephone number), _____ (Driver's license number - Do not request if number is same as Social Security number)

_____ years of age, (was/have been) employed by _____ (Establishment),

_____ (Location of establishment) for the approximate period from _____ to _____ (If still employed state "present")

as _____ (Occupation or description of duties)

Statement: La compañía me descuenta pagos y una garrafa con el nombre de Butler Amusements y no me informan. Y no tengo que pagar la garrafa y no la quiero la compañía. La jefes la tiene con ellos.

La compañía me da viviendo gratis y vivo en una trailer de la compañía. Tres cuartos en el trailer.

La compañía no me hacía Overtime de mi salario y me pagan en efectivo.

Algunas veces las horas que trabajo Ricky dice. Mi supervisor

(If additional space is needed continue on reverse) Form WH-31 (Rev. Jan. 1989)

B-5C

AR - 1012

Butler: 2018-TNE-19
Administrator's Exhibit
Ex. F-031, Page 095

Omar (no se su apellido) me informa verbalmente cuando vamos a trabajar cada día.

Cuando manejo el Mule de Helicopter trabajamos solamente dos. Yo y mi compañero Ernesto Vidal manejamos el Mule de Helicopter. Trabajo solamente seis horas de las diez de la mañana hasta las diez de la noche, o doce de la noche hasta las doce de la mañana. Trabajo dos horas y descanso dos durante me turno de trabajo (por ejemplo de 10-12 pm trabajo, 12 pm - 2 pm - descanso, 2 pm - 4 pm - trabajo, 4 pm - 6 pm - descanso, 6 pm - 8 pm - trabajo y 8 pm - 10 pm descanso).

La compañía no me cobra por la comida que como. Todos los trabajadores dan 40 por semana y entre nosotros compramos nuestra comida.

Mi primer trabajo con la compañía fue en Maricopa en Abril 2013.

He leído y entendido lo escrito por el investigador y está correcto basado en mi conocimiento.

Confidential 4/23/2013

2000 471-285/39672

Employee Personal Interview Statement

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

Page 50f3

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Mr. / Miss / Mrs. / Ms. Leonardo Prellar Castellanos, 04/23/2013 (Date)

(Place of interview)

I, _____ (Name of employee), of _____ (Number, street, apt. no.),

_____ (City or town), _____ (State) _____ (Zip code),

_____ (Telephone number), _____ (Driver's license number - Do not request if number is same as Social Security number)

_____ years of age, (was/have been) employed by _____ (Establishment),

_____ (Location of establishment) for the approximate period from _____ to _____ (If still employed state "present")

as _____ (Occupation or description of duties)

Statement: This interview was taken in Spanish by Javi Gomez

[redacted] 04/23/2013

(If additional space is needed continue on reverse)

Form WH-31 (Rev. Jan. 1989)

B-5d

AR - 1014

Butler: 2018-TNE-19
Administrator's Exhibit
Ex. F-033, Page 097

Employee Personal Interview Statement

U.S. Department of Labor
Wage and Hour Division

This report is authorized by Section 11 of the Fair Labor Standards Act and other Wage-Hour laws. While you are not required to respond, your cooperation is needed for the Wage Hour Division to make a determination of compliance under the applicable Act(s). Your identity will be kept confidential to the maximum extent possible under existing law.

5/3/13

Phone
(Place of interview)

Donald Dichiara
(Name)

Confidential
(Number, Street, apt. no.)

Confidential
(City or town)

(State, Zip Code)

Confidential
(Telephone number)

over 18 years of age(was/is) employed by _____

_____ for the approximate period of _____
(Address of establishment) (Dates employed)

as _____
(Occupation or description of duties)

STATEMENT:

I got the info about the job because I was unemployed and it was on Worksource Ellensburgepage. I applied directly through Worksource page. I got a phone call from them. But I decided to pursue other avenues. They left messages for me about the job and I didn't call them back. The messages said they'd like to schedule a time for and interview. I knew I wasn't going to pursue that avenue so I didn't call them back. I did get a job since then. I've been working for three months now. I did some free lance tutoring and now I'm working at a restaurant. I was looking for somewhere around $15-$20 per hour range. Which I knew I couldn't get with that company. If the wage were higher, it would have been more attractive.

I've read this and it's true to the best of my knowledge.

Taken by WHI Aguilar

Form WH-31 (Rev. Jan. 1989)
B- 6

Augustin Espinoza
[redacted]
[redacted]
[redacted]
[redacted]

Interview taken: 04/23/2013

2013 season employed: 02/2013 to present

Assembling, Disassembling and Attending Rides

I work assembling and disassembling the rides. I can work on any type of rides big or small. I normally have a day and a half off. I normally have Mondays off and the half day that I have off varies depending on the week that the fair will be open. I work about 5 and a half days. Sometimes I work 6 days a week, but for the most part it is 5 and a half days. I normally start work about 9:00 am - 10:00 am. If I start at 9:00 am I will be off work at noon to eat then I start again at 1:00 pm and then we are off at 5:00 pm. This is only for when we are assembling. When the fair is open the work hours are not fixed, it all varies depending on the contract that the fair has. I could start at 11:00 am or at 3:00 pm and I can be off at 9:00 pm or 10:00 pm it all depends. I always have to start work 1 hour before the fair opens to check the rides. When the fair closes I do not have to stay afterwards to check the rides. When the fair closes I stop working. To disassemble the rides it takes less time as compared to assembling them. For example, for the Mardi Gras it takes about 6 hours to assemble but it takes about 2 hours to disassemble. When the fair is open I work about 2 hours and I am given a 2 hour break depending on how many people there are. This is the norm. I do not record the hours that I work because I already know my schedule, I do not know if the office records the hours. Before here I was working in Lompoc, CA. After here I am not sure where I'm going. I am taken in a 10 passenger van, I do not have to drive. I do not have to pay anything for the transportation. I am paid $350 a week in cash. This is all that I receive. There are no deductions made from my pay, not even for tools. Everyone buys their own food each week and deposits their own money. I live in the trailers that are in the back. I do not have to pay anything for the housing. I have to use a company shirt as a uniform and the company provided it to me. I wash my uniform with my other clothes. About 10 of us workers get together and pay the cook to cook our food every week, it's $45 but it also includes the food. I am from Veracruz. I came last year too and I worked the same hours. There is a person that lives in the same place where I live in Mexico that we go to to ask about the work that will start up again. I think his name is Juan but I really don't know. I do not have to pay anything to this person. From Veracruz to Monterey, where the consulate is,

B-7

we pay the bus transportation which comes out to about 600 pesos. From Monterey to the first worksite the company pays for everything. Every year I have to fill out an application to work. I think the application is sent to the consulate for the interview. When we arrive from Mexico we do 3 – 4 drug tests throughout the season.

Translated and transcribed by RIC Ramon Huaracha 04-24-2013

B-7A

Personal Interview Statement

U.S. Department of Labor
Wage and Hour Division

U.S. Wage and Hour Division

This report is authorized by Section 11 of Fair Labor Standards Act and other Wage-Hour laws. While you are not required to respond, your cooperation is needed for the Wage Hour Division to make a determination of compliance under the applicable Act(s). Your identity will be kept confidential to the maximum extent possible under existing law.

04-23-2013
(Date)

Mr.
Miss
Mrs.

EARL WARREN Fairgrounds
(Place of interview)

I, Ms. Augustin Espinoza, of [redacted]
(Name of employee) (Number, street, apt. no.)

Confidential
(City or town) State Zip Code

[redacted] pass port # Confidential
(Telephone number) (Mexico #) (Driver's licence number - Do not request if number is same as Social Security Number)

18 years of age, (was/have been employed by) Butler Amusements, Inc.
(Establishment)

Traveling Carnival, Corporate Office: Beaumont, TX for the approximate period from 02/2013 (RH) to Present
(Location of establishment) (if still employed state "present")

as Armar, Desarmar, Atender los Rides
(Occupation or description of duties)

Statement: Trabajo armando y desarmando los Rides (RH). Trabajo en cualquier tipo de rides grandes y pequeños. Normalmente descansamos como un dia y medio. Los lunes normalmente descanso el medio dia de descanso varia dependiente de la semana cuando se va a abrir la feria. Trabajo como 5 dias y medio. Aveces tambien trabajo 6 dias por semana, pero la mayor parte es 5 y medio dias. Normalmente empiezo a trabajar como a las 9:00am - 10:00 am. Si entro a las 9:00am salgo al medio dia a comer y entro otra vez a los 1:00 pm y luego salimos a las 5:00 p.m. Esto es mas o menos cuando estamos armando. Cuando esta abierta la feria las horas no es fijo, todo varia dependiente del contrato que tiene la feria. Puedo entrar a las 11:00am o a las

(If additional space is needed continue on reverse)

Form WH-31 (Rev. May 2010)

B-7b

3:00pm y puedo salir a los 9:00pm o 10:00pm todo depende. Siempre tengo que entrar una hora antes que abre la feria para revisar los juegos. Cuando se cierra la feria no me tengo que quedar despues para revisar los (RH) rides. Cuando se cierra la feria es cuando termino de trabajar. Para desarmar los (RH) raites es menos que armarlos. Por ejemplo el Mardi Gras dura como 6 horas para armarlo pero para desarmarlo dura como 2 horas. Cuando esta la feria abierta trabajo como 2 horas y me dan descanso como de (RH) 2 horas (RH) dependiendo de cuando gente hay. Esto es lo normal. No marco las horas que trabajo porque ya se mi horario, no se si la oficina marca las horas. Antes de aqui estaba trabajando Lompoc, CA. Despues de estoy no estoy seguro. Me llevan en una van de 10 pasajeros, no tengo que manejar. No tengo que pagar para la transportacion para nada. Me pagan como $350 por semana en efectivo, esto es todo lo que recivo. No me quitan nada de mi pago, ni para la herramienta. Cada quien compran su comida cada semana y para depositar el dinero. Vivo en las trailas que estan atras. No tengo que pagar para la vivienda para nada. Tengo que usar una camisa para uniforme y me la dio la compania. Yo lavo mi uniforme con mi otra ropa. Nos juntamos como 10 trabajadores y le pagamos a un cocinero para que nos cocine la comida cada semana, es $45 pero tambien incluye la comida. Soy de Veracruz. Vine el año pasado tambien y trabaje las mismas horas. Hay una persona que (RH) vive en el mismo

Personal Interview Statement

U.S. Department of Labor
Wage and Hour Division

U.S. Wage and Hour Division

This report is authorized by Section 11 of Fair Labor Standards Act and other Wage-Hour laws. While you are not required to respond, your cooperation is needed for the Wage Hour Division to make a determination of compliance under the applicable Act(s). Your identity will be kept confidential to the maximum extent possible under existing law.

04-23-2013
(Date)

Mr.
Miss
Mrs.

EARL WARREN FAIRGROUNDS
(Place of interview)

I, Ms. Augustin Espinoza, of [redacted]
(Name of employee) (Number, street, apt. no.)

Confidential
(City or town) State Zip Code

[redacted]
(Telephone number)

POSS701[redacted]
(Driver's licence number - Do not request if number is same as Social Security Number)

+18 years of age, (was/have been employed by) Butler Amusements, Inc.
(Establishment)

traveling carnival, corporate office: Bowling OK for the approximate period from 05/2013 to PRESENT
(Location of establishment) (if still employed state "present")

as Armar, Desarmar, Atender los Rides
(Occupation or description of duties)

Statement: Lugar donde yo vivo en Mexico donde nosotros vamos a preguntarle del trabajo cuando se va a comenzar el trabajo otra vez. Pienso que se llama Juan, pero realmente no se, no le tengo que pasar a esta persona. De veracruz a Monterey, donde este el consulado, nosotros pagamos la trasportacion de auto bus sale como 600 pesos. De Monterey a hasta el primer sitio de trabajo la compania paga todo. Cada año tengo que llenar una solitud para trabajar. Pienso que la solicitud es mandada al consulado para la entrevista. Cuando llegamos de Mexico nos hacen como 3-4 pruebas de drogas sin avisarnos al transcurso de la temporada.

He leido lo de arriba y es verdad al mejor de mi conocimiento.

(If additional space is needed continue on reverse)

Form WH-31 (Rev. May 2010)

B-7c

Butler: 2018-TNE-19
Administrator's Exhibit
Ex. F-039, Page 103

Firma X [redacted]

Fecha 04-23-2013

Taken by: Ramon Huaracha, RIC [redacted]

04-23-2013

Saul Estudillo Herrera
[redacted]
[redacted]
[redacted]
[redacted]

Interview taken: 04/23/2013

2013 season employed: 02/2013 to present

Truck Driver

I have been working as a driver for about 3 years now. My job is to drive the trailers with the rides. The distance of the route varies depending on the fair, it can be 2 – 10 hours. During the time when the workers are assembling the rides I am on standby for whatever the boss may need. I also do the checking of the trailer truck. I only drive the trailer truck, I do not drive the vans for the workers. The drivers that take the workers into town when they have the day off are other workers, I do not do that. I do not have a fixed schedule. When I am driving I cannot work more than 10 hours, I cannot work more because the Department of Transportation does not allow it. The other 10 hours I have to be on break, the remaining 3 – 4 hours I take to eat take and for breaks. When I am driving everything is written in the Transportation logbook. When I am driving I can work up to 60 hours a week, but I can also work 20 hours, it all depends on the distance of the fair. I drive in California, Arizona, Washington, Idaho, Nevada throughout the season. I can haul any type of rides big and small. I am paid each week $500 in cash, I am not given a stub. The pay is fixed each week no matter the hours. There are no deductions made from my pay for things like tools. My truck has a big space in the back and I sleep there. The company owns the truck and I am not charged for the use of the truck. When I am driving with the cargo I buy my own food, when I am at the place of the fair I can pay about $5.00 to the cook for a plate, if I am going to be at the place of the fair for about 2 weeks I can pay the cook about $45 for the food for the week. It is all voluntary. I do not have to use a uniform. I started working for the company about in 2002. When I return to my town in Veracruz I report to Victor Apolinar to inform him that I have returned. Victor calls us when the season will begin again. I pay about 1,000 pesos for the bus ride from my town to the consulate in Monterey and I am interviewed there. I also pay for the hotel about 150 – 200 pesos. The transportation from the consulate to the first worksite is paid for by the company. I was in Phoenix, AZ and Lompoc, CA before here. When the fair ends here there will be one in Barstow, CA and one in Indio, CA. Since I am the driver have to do the drug test in a U.S. clinic.
Translated and transcribed by RIC Ramon Huaracha 04-24-2013

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Personal Interview Statement

U.S. Department of Labor
Wage and Hour Division

U.S. Wage and Hour Division

This report is authorized by Section 11 of Fair Labor Standards Act and other Wage-Hour laws. While you are not required to respond, your cooperation is needed for the Wage Hour Division to make a determination of compliance under the applicable Act(s). Your identity will be kept confidential to the maximum extent possible under existing law.

04-23-2013
(Date)

Mr.
Miss
Mrs.

Earl Warren Fairgrounds
(Place of interview)

I, Ms. Saul ~~Estudillo~~ Estudillo Herrera (RH), of [redacted]
(Name of employee) (Number, street, apt. no.)

Confidential

(City or town) State Zip Code

[redacted] pass port [redacted]
(Telephone number) (Driver's licence number - Do not request if number is same as Social Security Number)

[redacted] years of age, (was/have been employed by) Butler Amusements, Inc.
(Establishment)

traveling carnival; corporate office: Beaverton, OR for the approximate period from 02/2013 to Presente
(Location of establishment) (if still employed state "present")

as chofer
(Occupation or description of duties)

Statement: Como ya hace 3 años me he dedicado a hacer el trabajo de chofer. Mi trabajo es de manijar los trailes con los juegos. La ~~distancia~~ (RH) distancia de la ruta varia dependiendo de la feria, puede ser de 2 - 10 horas. Durante el tiempo cuando los trabajadores estan armando los ritos yo estoy a pendiente de lo que (RH) pids el patron. Tambien hago el chequeo de traile. Yo nada mas manijo el traile, yo no manijo los vans para los trabajadores. Los choferes que llevan los trabajadores al pueblo cuando descansan son otros, yo no hago es. No tengo horario fijo. Cuando estoy manijando trabajo no mas de 10 horas, no puedo manijar mas porque el Departamento de Transportacion no lo permite. Las otras 10 horas tengo de descansar,

(If additional space is needed continue on reverse)

Form WH-31 (Rev. May 2010)

B-8a

AR - 1023

Butler: 2018-TNE-19
Administrator's Exhibit
Ex. F-042, Page 106

Las otra 3-4 horas las divido entre tiempo para comer y para breaks. Cuando estoy manejando todo esta escrito en el libro de transportación. Cuando estoy manejando puedo trabajador hasta (RH) 60 por semana, pero tambien puedo trabajar como 20 horas, todo depende de la distancia de la feria. Manejo en California, Arizona, Washington, Idaho, Nevada a travez de la temporada. Puedes transportar cualquier nite, grande y chico. Me pagan cada semana (RH) $500 (RH) El paso es en efectivo, no me dan talon. El paso es fijo cada semana no importa las horas. No me quitan nada (ZK) de mi sueldo como para herramienta. Mi camion (RH) tiene espacio grande atras y alli me duermo. La compañia es el dueño del camion y no me cobran para el uso del camion. Cuando estoy manejando con la carga compro mi propia comida, cuando estoy en el lugar de la feria le puedo pagar al cocinero por el plato como $5.00, si voy a estar en el lugar de la feria como por 2 semanas entonces le puedo pagar Also a cocinero como $45 para la comida para la semana. Todo esto es voluntario. No tengo que usar uniforme. Comenze trabajando con la compañia como el 2012. Cuando me regreso a (RH) mi pueblo en Veracruz me reporto con Victor Apolinar para avisarle que regrese. Victor nos llama cuando se va a comenzar la temporada. Yo pago como 1,000 peso para el Autobus de mi pueblo al Consulado de Monterey y alli es donde me hacen la entre vista. Tambien pago para el hotel 150-200 pesos. La transportacion de Consulado al primer sitio de trabajo

Personal Interview Statement

U.S. Department of Labor
Wage and Hour Division

U.S. Wage and Hour Division

This report is authorized by Section 11 of Fair Labor Standards Act and other Wage-Hour laws. While you are not required to respond, your cooperation is needed for the Wage Hour Division to make a determination of compliance under the applicable Act(s). Your identity will be kept confidential to the maximum extent possible under existing law.

04-23-2013
(Date)

Mr.
Miss
Mrs.

Earl Warren Fair grounds
(Place of interview)

I, Ms. Saul Estudillo Herrera, of Confidential
(Name of employee) (Number, street, apt. no.)

Confidential
(City or town) State Zip Code

Confidential [redacted] [redacted] [redacted]
(Telephone number)

Passport # Confidential
(Driver's licence number - Do not request if number is same as Social Security Number)

Confidential years of age, (was/have been employed by) Butler Amusements, Inc.
(Establishment)

traveling carnival; corporate office: for the approximate period from 02/2013 to Present
(Location of establishment) Beaverton, OR (if still employed state "present")

as chofer
(Occupation or description of duties)

Statement: Lo cubre todo la compañia. Antes estuve en Phoenix, AZ y Lompoc, CA. Cuando se termine la feria aqui se van a hacer 2 mas una en Barstow, CA y Indio, CA. Como yo soy chofer yo tengo que a hacer (RH) la prueba de droga en una clinica en los EEUU. Me han leido lo de arriba y es verdad a lo mejor de mi conocimiento.

FIRMAX Confidential

Fecha: 09-23-2013

Taken by Ramon Huarache, RIC 09-23-2013

(If additional space is needed continue on reverse)

Form WH-31 (Rev. May 2010)

B-8b

AR - 1025

Butler: 2018-TNE-19
Administrator's Exhibit
Ex. F-044, Page 108

EMPLOYEE PERSONAL INTERVIEW STATEMENT

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

This report is authorized by Section 11 of the Fair Labor Standards Act and other Wage-Hour laws. While you are not required to respond, cooperation is needed for the Wage Hour Division to make a determination of compliance under the applicable Act(s). Your identity will be kept confidential to the maximum extent possible under existing law.

4/23/13	Fair	Confidential
(Date)	(Place of Interview)	(Employee Phone Number)

Luis Hector Gracia Martinez (Name of Employee)

Confidential Confidential [redacted], (Number, Street, apt. no.)

Confid___ Years of age have been employed by **Butler Amusement**

Santa Barbara, CA (Location of establishment) for the approximate period **4 seasons to present**

as **Ride operator, assemble & dissemble rides** (Occupation or description of duties) (Social Security #)

Statement: A guy in Mexico told me the information about the H-2B program. He also worked in the H-2B program. For this season I left Mexico on February 4 and arrived on February 10 in the United States. I came in a bus; I paid for my ticket from my house (in Puebla) to Monterrey. The company paid for my ticket from Monterrey to the United States. They also paid for my expenses, like food and hotel, from Monterrey to the United States. From Puebla to Monterrey I also paid for my food. I believe the company paid for my Visa. In total the trip from Puebla to the United States took about six days. The company made the travel arrangements. When I arrived to the United States I went to Indio, CA. I worked there for 14 days. The fair was open for two weeks, but there was one day to prepare and another day to take down everything. Before Santa Barbara we were in Lompoc. It only took one hour to come here from Lompoc. The fair in Lompoc ended this past Sunday. We left to come here in the morning on Monday at 12:00 AM. On days when the fair is open I work 6-8 hours a day. I also work six or eight hours the day before the first day of the fair to prepare everything. On days when the fair is

open, for example, I work two hours and then rest two hours, these are how my shifts are. I do have days to rest, but it depends when the fair opens. There are some fairs when they record my time and others that do not do that. For example, here there is a (time) card where I put my starting hour and ending hour. I do not do work during my two hour breaks. If I want to go to the store I can. On average, I work 40 hours a week. My salary is weekly, $325.00. I pay the cook $40.00 a week for the food. I am paid in cash and given a receipt. The receipt says my name, my hours, and my salary. On average, I start work at 11:00 AM and end at 10:00 PM. But, in that time I take my breaks. I also do not need to pay to live in the trailer or for the t-shirts. I am not given bonuses. If I work more than 40 hours I am not given extra money, always just my normal salary.

"I have read the above and it is true to the best of my knowledge."

The original Interview was conducted and written in Spanish and signed by the Interviewee. This Interview was translated from Spanish into English for the benefit of the non Spanish reader by WHI Michael Ontiveros.

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Personal Interview Statement

U.S. Department of Labor
Wage and Hour Division

U.S. Wage and Hour Division

This report is authorized by Section 11 of Fair Labor Standards Act and other Wage-Hour laws. While you are not required to respond, your cooperation is needed for the Wage Hour Division to make a determination of compliance under the applicable Act(s). Your identity will be kept confidential to the maximum extent possible under existing law.

4/23/13
(Date)

(Mr) Miss Mrs.

Feria
(Place of interview)

I, Ms. Luis Hector ~~Gar~~ Gracia Martinez of Confidential
(Name of employee) (Number, street, apt. no.)

Confidential
(City or town) State Zip Code

Confidential
(Telephone number) (Driver's licence number - Do not request if number is same as Social Security Number)

Confidential years of age, (was/have been employed by) Butler Amusement
(Establishment)

Santa Barbara, CA for the approximate period from 4 temporadas to Presente
(Location of establishment) (if still employed state "present")

as Desarmamos los juegos; Operando los juegos, y Armamos los juegos
(Occupation or description of duties)

Statement: Un muchacho en Mexico me dijo la informacion sobre la programa de H-2B. El tambien trabajo en la programa de H-2B. Para esta temporada sali Mexico el 4 de Febrero (mo.) ~~Yo~~ y llgue el 10 de Febrero a los estados unidos. Yo vini en un autobus, yo page para mi billete desde mi casa de Monterrey. La compania pagi para mi billete de Puebla a Monterrey (LHGM) a los estados unidos. Tambien pagaron paran mis gastos, como comida y hotel, desde Monterrey a los Estados Unidos. De Puebla a Monterrey tambien page para mi comida. Yo creo que la compania pagaron para mi Visa. En total el viaje desde Puebla a los estados unidos, duro como 6 dias. La compania hizo los arreglos para el (m.o.) viaje.

(If additional space is needed continue on reverse) Form WH-31 (Rev. May 2010)

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Butler: 2018-TNE-19
Administrator's Exhibit
Ex. F-047, Page 111

Cuando llegue a los estados unidos, fui a Indio. Trabaje ella por 14 dias. La ~~feria~~ feria (M.O.) estaba abierta por 2 semanas, pero habia una dia para preparar y otro dia para quitar y bajar todo. Antes de Santa Barbara estamos en ~~Lompork~~ Lompoc (M.O.). Solamente duro una hora para venir aqui desde Lompoc. La ~~feria~~ feria (M.O.) en Lompoc termino el domingo pasado. Salimos para venir aqui en la mañana en lunes a las 12:00. En dias cuando la ~~feria~~ feria (M.O.) ~~estan~~ estan (M.O.) abierto trabajo 6-8 horas al dia. Tambien trabajo 6 o 8 horas el dia antes de la primera dia de ~~feria~~ feria (M.O.) para preparar todo. En dias cuando la ~~feria~~ feria (M.O.) ~~estan~~ estan (M.O.) abierto por ejemplo trabajo 2 horas y llego descanso 2 horas, asi son mis turnos. Si tengo dias para descansar pero depende cuando ~~abrir~~ abre (M.O.) la feria. Hay unas ~~ferrias~~ ferias (M.O.) cuando aguantan mi tiempo y hay otras que no. Hago eso. Por ejemplo aqui, hay una tarjeta adonde pongo mi hora de entra y la hora de salida. No hago trabajo durante mis descansos de 2 horas. Si yo quiero ir al tienda, yo puedo ir. Por promedio trabajo 40 horas cada semana. Mi sueldo es por semanal, $323.00. Pago al cocinero $40.00 por semana para la comida. Me pagan en efectivo y me dan un recibo. El recibo dice mi nombre, mis horas, y mi sueldo. Por promedio ~~empeza~~ empeze (M.O.) a trabajar a las 11:00 en la mañana y terminar a las 10:00 en el tarde. Pero en ese tiempo tomo mis descansos. Tampoco me necesito a pagar a vivir en los trailers y mi pagan las camisetas. No me dan una bonos. Si trabajo mas de 40 horas, no me dan extra dinero, siempre mi sueldo normal. He leido y entendido lo escrito por el investigador y esta correcto basado mi conocimiento. Firmar: Confidential

Testigo: WH Confidential 3/13 Fecha: 04/23/13

Employee Personal Interview Statement

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

This report is authorized by Section 11 of the Fair Labor Standards Act and other Wage-Hour laws. While you are not required to respond, your cooperation is needed for the Wage Hour Division to make a determination of compliance under the applicable Act(s). Your identity will be kept confidential to the maximum extent possible under existing law.

4/23/13

On site/Santa Barbara
(Place of Interview)

Jesus Grajales Garcia
(Name)

Confidential
(Number, Street, apt. no.)

Confidential
(City or town)

(State, Zip Code)

Confidential
(Telephone number)

over 18 years of age(was/is) employed by Butler Amuesments

Santa Barbara/Beaverton
(Address of establishment)

for the approximate period of 3 seasons
(Dates employed)

as Ride Helper
(Occupation or description of duties)

STATEMENT:

I've worked here three seasons. Normally I work on the Playbox ride. But that went somewhere else. I came here in February, I arrived in Indio. I don't have any family working here. We have already done the training. The new ones have to do the training. The training is like 2-3 days. They start paying the week I got here. They pay $375 per week. They pay cash and don't take anything out. I don't pay for rent or transportation. I live in the bunk house. There are 12 of us. There is one person that you pay to make the food- it's $40 per week, three meals a day. It's enough food. The cook also works on the rides. The one who drives the bus is me- me and another person. I have a Mexican license, not one from here. There are 10 of us who ride in the bus. Normally, we go in the morning after we rest. They pay a little more to those who drive. We work between 4-8 hours a day. There are some days we have completely off. Like one day a week. If I work 2 hours, I leave for 2 hours for break. On my break I can walk around the fair, go back to the bunk house, talk on the phone, rest. The cook has the food ready and we serve ourselves lunch and dinner. Last year the hours were the same. They pay the same every week, it doesn't vary. They have the cash for us- it doesn't come with a stub. The one who are on the visa are the ones who live in the bunk houses. We have our own passports. They give us the uniforms free. We go out in the bus- they take us or if it's close, we walk. We don't have to ask permission, we just go. We don't pay for gasoline. They didn't give me a bonus. The drive between fairs is between 2-10 hours. We paid just the costs from the Consulate: hotel, food and 15 hours in bus from my town to the consulate and also the passport the rest, the company paid for. We don't have a written schedule. I just drove two times, first: 1.5 hours and 2nd: 8 hours. There is no one under 18 years old working here.

I've read this and it's true to the best of my knowledge.

Signature on file

Taken and translated by WHI Aguilar

Form WH-31 (Rev. Jan. 1989)
B- 10

Personal Interview Statement

U.S. Department of Labor
Wage and Hour Division

U.S. Wage and Hour Division

This report is authorized by Section 11 of Fair Labor Standards Act and other Wage-Hour laws. While you are not required to respond, your cooperation is needed for the Wage Hour Division to make a determination of compliance under the applicable Act(s). Your identity will be kept confidential to the maximum extent possible under existing law.

4.23.13
(Date)

Mr.
Miss
Mrs.

Santa Barbara / on site
(Place of interview)

I, Ms. Jesus Gonzales Garc[redacted] Confidential [redacted]
(Name of employee) (Number, street, apt. no.)

Confidential
(City or town) State Zip Code

Confidential
(Telephone number)

(Driver's licence number - Do not request if number is same as Social Security Number)

_____ years of age, (was/have been employed by) Butler Amusements
(Establishment)

Santa Barbara / Beaverton for the approximate period from Stempeede to _____
(Location of establishment) (if still employed state "present")

as Ayudante
(Occupation or description of duties)

Statement: Tengo 3 temporadas - Normalmente trabajo en el juego playbox - pero se fue al otro lado. Vine aqui en febrero, llegue a Indio. No tengo familia que trabaja aqui. Ya habiamos hecho training. Los nuevos tienen que hacer el training. El training es como 2-3 dias. Empiezan a pagar en la semana que llegue. Pagan $375 por semana. Pagan en efectivo (no $53.75 sin quitar nada. No pago renta ni transporte. Vivo en el bunk house. Somos 12. Hay una persona que le paga para hacer la comida - son $340 por semana, son 3 comidas por dia. Es suficiente la comida. El cocinero tambien trabaja en los juegos. El que maneja el bus - soy yo o otra persona - tengo licencia de Mexico - no de

(If additional space is needed continue on reverse)

Form WH-31 (Rev. May 2010)

B-10a

AR - 1031

Butler: 2018-TNE-19
Administrator's Exhibit
Ex. F-050, Page 114

aquí. Somos 10 personas que vamos en el bus. Normalmente vamos en la mañana después de descansar. Pagan un poco más a los que manejan. Trabajamos entre 4-8 horas por día. Hay días en que descansamos el día entero. Como un día a la semana.

Si trabajan 2 horas - salgo dos horas de descanso En mi descanso - puedo andar en la feria - regresar al bunkhouse - hablo por teléfono - descanso. El cocinero tiene la comida hecha y nos servimos el lonche y la cena. El año anterior también las horas eran iguales. Pagan lo mismo cada semana - no varía. Nos dan el efectivo - no viene con talón. Somos todos de la visa los que vivimos en los bunkhouses. Tenemos nosotros los pasaportes. Nos dan gratis los uniformes - Salimos en el bus - no llevan - o si está cerca nos vamos caminando. No tenemos que pedir permiso - nada más salimos. No pagamos la gasolina. No me dieron baño. La manejada entre las ferias varía entre 2-10 horas Pagamos solo los gastos de donde está el consulado - Hotel, comida y son quince horas en bus de mi pueblo al consulado. y también el pasaporte el resto se pagó la empresa. No tenemos un horario escrito. Solo manejé dos veces. 1ra 1.5 hs y 2nd 8 horas. No hay nadie que tiene menos de 18 años trabajando.

He leído esto y es cierto basado en mi conocimiento

X

Confidential Confidential

Employee Personal Interview Statement

U.S. Department of Labor
Wage and Hour Division

This report is authorized by Section 11 of the Fair Labor Standards Act and other Wage-Hour laws. While you are not required to respond, your cooperation is needed for the Wage Hour Division to make a determination of compliance under the applicable Act(s). Your identity will be kept confidential to the maximum extent possible under existing law.

5/3/13

Phone
(Place of interview)

Glenn Hatley Jr (Name) Confidential (Number, Street, apt. no.)

Confidential (City or town) (State, Zip Code) Confidential (Telephone number)

over 18 years of age(was/is) employed by _____

_____ (Address of establishment) for the approximate period of _____ (Dates employed)

as _____ (Occupation or description of duties)

STATEMENT:

I remember applying for a job with Butler Amusements. I believe I sent them a resume. I never heard anything back from them. I never got a phone call or any response at all from them at any time.

I have not worked between October of 2012 and now. I just got a card in the mail though that I'm getting called back to an old job for a while. If Butler would have contacted me I would have taken a job from them. I can't work for them now, though, because I got called back on this other job. I understand that Butler is a traveling carnival.

I've read this and it's true to the best of my knowledge.

Taken by WHI Aguilar

Form WH-31 (Rev. Jan. 1989)
B-11

Employee Personal Interview Statement

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

This report is authorized by Section 11 of the Fair Labor Standards Act and other Wage-Hour laws. While you are not required to respond, your cooperation is needed for the Wage Hour Division to make a determination of compliance under the applicable Act(s). Your identity will be kept confidential to the maximum extent possible under existing law.

4/23/2013
(Date)
Trailers - SB Fairgrounds
(Place of Interview)

I, Mr. , Miss, Mrs. Ms.,Omar Pedro Herrera Confidential
(Name of Employee) **(Number, street, apt. no.)**

Confidential
(City or Town) **(State)** **(Zip Code)**

Confidential Confidential
(Telephone Number) **(Driver's license #-Do not request if number is same as Social Security number)**

years of age, (was/have been) employed by Butler Amusement
(Establishment)

Santa Barbara for the approximate period from 1/13 to present
(Location of Establishment)

as Ride Operator / Driver
(Occupation or description of duties)

Statement:

I have been working with this company for 9-10 years. I return each year for the season, which is approximately from February to October. I arrived at the end of January this year. I communicated with Victor Apolinar in the town where I live in Mexico. He told me about the job this year, the pay and that I was going to be doing the same work like in other years. I set up and take down the mechanical rides and I transport the mechanical rides from one town to another and I occasionally drive the guys around a pick-up truck and other company trucks. When we finish in one city and travel to another I use the truck to move the mechanical rides. I also drive the vans to take the other employees shopping at the local stores and to do laundry. My license is from California, Confidential. The stores that I drive them to here in Santa Barbara are close by. I work an average of 35-40 hours per week, not including the driving time. Sometimes I work from 6-8 hours a day. I can say exactly. For example there are times that we begin at 3 pm and we only work 3-4 hours. When we arrive to a new city and we are setting up the rides I usually work about 8 hours. After that, when the fair is open, they usually open 5-10 hours, I work a maximum of 2 hours with a break of 2 hours following. We always rest the same amount of hours that we work. I do not remember the name of the woman, but she is the one that keeps track of the hours that we work. The supervisors give her the information about the hours that we work. I usually work about 5 days a week, but there are days when I only work a few hours and other days that there are more. There are occasions that I use the vans every day to take the people to the stores. I do not give the information about the time I spend driving to the supervisors and they do not write down when we go and come back. It is not that formal, if there are 3 to 5 people we just go. The employees do not pay for the transportation. How much time is spent taking town the ride all depends on the kind of ride. I work on the Grand Carousel and I would say it takes about 6 hours to take it down.

Form WH-31 (Revised Jan. 2001)
B- 12

There are occasions when I help others with their rides after finishing mine, but that doesn't take much time. There is a book where I write down my hours worked for driving from one city to another, we have that information from the time that we started in January we have done that every single year. The time I spend transporting people so they can send money back to Mexico , to go shopping, to wash clothing, is about 6 hours per week. Sometimes its 10 minutes of driving to a place, the stores are always close by. I receive $470 every Sunday in cash, I receive an envelope, and everyone signs for them and the hours worked are there but it does not include the time for driving, just the time of operating the rides. I always receive the same pay, it does not matter where we are, or what city the fair is. I did not have to pay anything to get the job. The company is in charge of everything to get us here and for the visa. I paid about 600 -700 pesos to travel from my town to Monterrey and the company paid all the rest to India, CA. They give us money to eat along the way and the transportation is free. The company provides uniforms and IDs for free. I receive two uniforms. Everyone receives two entire uniforms. I did not buy any more than the two uniforms, I do not know if other people have bought more than two. There are no other deductions. I did not have to buy anything else to be able to do the work. The company paid for my license and my medical card, it was $130 -$140 dollars. The medical exam is good for 1-2 years depending on the person's health, the license is good for 5 years. The license is class C. When we have breaks there are no interruptions. We take our breaks without having to do any kind of work. One could leave the fair area if they wanted to. The company also pays for the exam and the license for the others that drive. I do not know how many other drivers there are . I live in the housing here. I do not pay for housing. I have my own separate room. The others have 10 -11 in a trailer. No one pays for this. There is a bonus at the end of the year. Last year I received $200. I do not know if everyone receives it. They give me the bonus for driving. The company provides the vans to travel from one city to another. If we finish taking down the fair at 6 am we will rest for a little bit and leave a bit later. We always travel from one city to another during the day. It is dangerous to travel at night. I imagine that others that drive also receive a bonus. I do not know if anyone has been fired this year. No one has to pay anything to get this job.
David Miljoner has read me this interview and it is all true and correct
EE Signature David Miljoner, WHI Signature

Form WH-31 (Revised Jan. 2001)
B- 12a

Personal Interview Statement

U.S. Department of Labor
Wage and Hour Division

U.S. Wage and Hour Division

This report is authorized by Section 11 of Fair Labor Standards Act and other Wage-Hour laws. While you are not required to respond, your cooperation is needed for the Wage Hour Division to make a determination of compliance under the applicable Act(s). Your identity will be kept confidential to the maximum extent possible under existing law.

4/24/13
(Date)

Mr.
Miss
Mrs.

Truckee - Santa Barbara Fairgrounds
(Place of interview)

I, Ms. OMAR [redacted] MURRIETA, of Confidential
(Name of employee) (Number, street, apt. no.)

Confidential
(City or town) State Zip Code

cell: [redacted] DL Confidential
(Telephone number) (Driver's licence number - Do not request if number is same as Social Security Number)

_____ years of age, (was/have been employed by) Butler Amusement
(Establishment)

Santa Barbara for the approximate period from _____ to _____
(Location of establishment) (if still employed state "present")

as DRIVER / RIDE OPERATOR
(Occupation or description of duties)

Statement: Llevo 9-10 años trabajando en esta empresa Regresa cada año por la temporada - es aproximadamente de Febrero hasta octubre. Llegue a los Estados Unidos en el año Comenzé con Victor Aportes en el pueblo donde vivo en Mexico. Me dijo que el trabajo y mi pago, iba a ser lo mismo como otros años. Yo acepté y decidí regresar nuevamente y nuevos juegos mecánicos de un pueblo a otro y cambiar los carros de Carnaval y pick-ups, camiones de la compañía. Cada temporada es diferente a otra uso los camiones para mover los juegos mecánicos. Tambien conduzco los carros para llevar las cosas empleados a la tienda para comprar comestibles o para lavar ropa. Mi licencia es de California Confidential. Las fechas

(1)

(If additional space is needed continue on reverse)

Form WH-31 (Rev. May 2010)

B-12b

AR - 1036

Butler: 2018-TNE-19
Administrator's Exhibit
Ex. F-055, Page 119

aquí en Santa Ana están cerca. Trabajo un promedio de 35 - 40 horas en una semana, no incluyo tiempo de conducir. A veces trabajo de 6 - 8 horas a veces. No puedo dar un estimado. Por ejemplo hay veces a empezar a las 3pm y solamente trabajo 3 - 4 horas hoy. Cuando llegamos a un lugar y entramos las ganas trabajo aprox. 8 horas. Después cuando la Fina está abierta abren de 5 a 10 horas y trabajo mucho 2 horas y algunas diarios 2 horas. Siempre dependemos la misma cantidad de horas que trabajamos. No recuerdo el nombre de la mujer, pero ella sabe los horas que trabajamos. Las supervisoras le dan la información sobre los horas trabajados. Normalmente trabajo 5 días de la semana, pero hay días que es solamente pocas horas, otros días hay más. Hay ocasiones que algo los camiones cambian para llevar gente a otro trabajo. No hay la información sobre el tiempo transferencia a los supervisores y no aparece cuando vamos y venimos. No es tan fácil si hay 3 o 5 personas juntos. Los empleados no pagan por la transportación. Después de el juego cuanto tiempo duran para almorzar. Yo trabajo en el Gran Corazón y duran 6 horas para almorzar lo hay ocasiones que algunos los otros camiones juegos algunos de ellos el mío pero no es mucho tiempo. Hay un libro donde escribo las horas de conducir de un ciudad a otra, lo tenemos desde que empezamos en enero y lo tenemos cada uno. No puedo conducir más que 10 horas en un día. De nuevo gente para manejar adicional a veces camiones, buses, serán 6 horas en una semana más o menos, incluyendo el tiempo de esperar por la gente. A veces es 10 minutos de conducir a un lugar, siempre están cerca los hoteles. Recibo $470 cada domingo en efectivo, recibo un sobre que Fabio Fonseca y ellos hacen allí, pero no incluye el tiempo de conducir, solamente el tiempo de operar el juego.

Personal Interview Statement

U.S. Department of Labor
Wage and Hour Division

U.S. Wage and Hour Division

This report is authorized by Section 11 of Fair Labor Standards Act and other Wage-Hour laws. While you are not required to respond, your cooperation is needed for the Wage Hour Division to make a determination of compliance under the applicable Act(s). Your identity will be kept confidential to the maximum extent possible under existing law.

_____ (Date)

Mr.
Miss
Mrs.

_____ (Place of interview)

I, Ms. OMAR PEDRO HERRERA, of _____
(Name of employee) (Number, street, apt. no.)

_____ _____ _____
(City or town) State Zip Code

_____ _____
(Telephone number) (Driver's licence number - Do not request if number is same as Social Security Number)

_____ years of age, (was/have been employed by) _____
(Establishment)

_____ for the approximate period from _____ to _____
(Location of establishment) (if still employed state "present")

as _____
(Occupation or description of duties)

Statement: Siempre recibo el mismo pago no importa donde estoy, ni en cual condado. No tengo que pagar nada para conseguir el trabajo. La compañía se encarga de todo para llevarnos ahí y por la vida yo pago 600 - 700 pesos para viajar de mi pueblo a Monterrey y la compañía paga todo hasta Dallas, TX Ahí nos dan dinero para el carro y el transporte gratis. La compañía provee el uniforme y EPP gratis, y cuando dan uniformes. Todos reciben sus uniformes completos. Yo no compro nada que diga, no se si otra gente compra más que yo. No hay mujeres otro alrededor. No tengo que comprar nada más para hacer el trabajo. La compañía proporciona por mi licencia y mi medical card, solo 130 - 140 dolares. El medical examen es por 1 o 2 años dependiendo de la salud de uno.

(2)

(If additional space is needed continue on reverse)

Form WH-31 (Rev. May 2010)

B-12c

Butler: 2018-TNE-19
Administrator's Exhibit
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La licencia es por 5 años La licencia es clase C.
Cuando tenemos alcance no hay inspección. Agarramos
boletos sin tener que trabajar. Una prueba sola la toma si quiere.
La empresa tenemos pago por la examinación y licencia
por los otros que tenemos. No se cuantos hay
Yo uno en el troque. No pago por training. Yo tengo
carta solo. Los otros tienen 10 - 11 pruebas en el trailer.
Nadie paga por eso Hay un bono al fin de temporada
Fue $200 el año pasado. No se si todos lo reciben, yo creo
Me lo dio el boss por manejar. La empresa
paga los usos para sacar la licencia ahora.
Si tenemos - las 60 horas descanso solas para dispatch.
Siempre vigan de una ciudad a otra durante el día. Es
peligroso por la noche. No se si ~~[illegible]~~ Yo no me imagino
que hay que conducir en la noche. Nunca si alguien
les dio dispensa de esto. Nadie tiene que pagar
para conseguir el trabajo
David Milgan me hizo la entrevista y hasta esta carrera
y la verdad

X [redacted] [redacted] MH

Employee Personal Interview Statement

US Department of Labor
Wage and Hour Division

This report is authorized by Section 11 of the Fair Labors Standards Act and other Wage/Hour laws. While you are not required to respond, your cooperation is needed for the Wage and Hour Division to make a determination of compliance under the applicable Act(s). Your identity will be kept confidential to the maximum extent possible under existing law.

Omar Lopez-Romero **4/23/2013** **Santa Barbara Fair**

Name | Date | Place of Interview

Street Address | City | State | Zip

2002 to present | Supervisor

Telephone | Dates of Employment | Position

Butler Amusements

Employer | Address

Statement:

I started working for Butler 10 years ago. Right now, I am like a leader or supervisor of 16 workers. I began in Indio, California on February 4, 2013 this year (more or less.)
We started work at 9 am in the morning until 6 pm or 7 pm yesterday with an hour lunch. Today we begin at 10 am until 9 pm. We are going to rest one or two hours today.
There is no method to record the hours worked. None of the workers have to record the hours worked.
Usually we are not working on Mondays. We are working six days each week normally. We are working eight or nine hours each day. I believe we are working 55 or 56 hours a week.
They pay me in cash each week. Pay day is Sunday.
They pay me $350 each week. The others receive $325.00 each week. The cook receives $40 each week for meals from each worker. There are no other deductions. The living quarters are free.
I am not driving any truck.
At the end of the fair maybe we are working until 2 am. Afterwards we travel to the next location. We arrive at maybe seven or eight in the morning – it depends.
Normally, it is a day off when we arrive at the next location on Monday.
Benny Hill is my supervisor. I had to pay transportation to arrive at the border.
Butler paid me transportation expenses from the border to Indio, California.
I have read this statement and it is true.

X_____

Omar Lopez-Romero

Taken/translated WHI Mortland

B-13

Personal Interview Statement

U.S. Department of Labor
Wage and Hour Division

U.S. Wage and Hour Division

This report is authorized by Section 11 of Fair Labor Standards Act and other Wage-Hour laws. While you are not required to respond, your cooperation is needed for the Wage Hour Division to make a determination of compliance under the applicable Act(s). Your identity will be kept confidential to the maximum extent possible under existing law.

4/23/13
(Date)

Mr.
Miss
Mrs.

Santa Barbara Fair
(Place of interview)

I, Ms. OMAR LOPEZ-ROMERO, of Confidential
(Name of employee) (Number, street, apt. no.)

Confidential
(City or town) State Zip Code

Confidential
(Telephone number)

(Driver's licence number - Do not request if number is same as Social Security Number)

_____ years of age, (was/have been employed by) _____
(Establishment)

Butler Amusements for the approximate period from _____ to present
(Location of establishment) (if still employed state "present")

as Supervisor
(Occupation or description of duties)

Statement: Empezé a trabajar con Butler hace 10 años. Ahorita, estoy como lider o Supervisor de 16 trabajadores. Empezé en Indio, California en febrero 4th, 2013 este año. (más o menos)

Empezamos a trabajar a 9am en la mañana hasta 6 pm o 7pm mayor con una hora para comer. Hoy empezamos a las 10 am hasta 9 pm. Vamos a descansar 1 hora or dos horas hoy.

No hay metodo para registrar las horas trabajados. Nunca de los trabajadores tienen que marcar las horas trabajados.

(If additional space is needed continue on reverse)

Form WH-31 (Rev. May 2010)

B-Ba

AR - 1041

Butler: 2018-TNE-19
Administrator's Exhibit
Ex. F-060, Page 124

Normalmente no otras trabajamos los lunes. Trabajando seis dias cada semana normalmente. Estamos trabajamos 8 o 9 horas cada dia. Creo que nosotros estamos trabajando cerca 55 o 56 horas cada semana.

Me pagan en efectivo cada semana. dia de pago es domingo.

Me pagan $350 cada semana. los otros reciben $325 cada semana. El cocinero recibe $40 cada semana para comida de cada trabajador. No hay otros deducciones. Viviendo es gratis.

No estoy manejando ninguna camion. El fin de feria tal vez estamos trabajando hasta 2am. Despues viajamos a proximo lugar. Llegamos tal vez a 7 o 8 en la mañana. dependiendo Normalmente es un dia libre cuando nosotros llegamos al proximo lugar — lunes.

Benny Hill es mi supervisor. Tuvo que pagar transportacion para llegar el border. Butler no paga gastos de transportacion del border hasta Indio, California.

Yo he leido este declaración y es la verdad.

Confidential

[redacted]

WHS - mm

EMPLOYEE PERSONAL INTERVIEW STATEMENT

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

This report is authorized by Section 11 of the Fair Labor Standards Act and other Wage-Hour laws. While you are not required to respond, cooperation is needed for the Wage Hour Division to make a determination of compliance under the applicable Act(s). Your identity will be kept confidential to the maximum extent possible under existing law.

4/23/13	Fair (Santa Barbara)	Confidential (Cellular)
(Date)	(Place of Interview)	(Employee Phone Number)

Jesus Alberto Martinez Andrade (Name of Employee)

Confidential (Number, Street, apt. no.) Confidential

18+ Years of age have been employed by **Butler Amusement**

Santa Barbara, CA (Location of establishment) for the approximate period **11 years to present**

as **Cook/ride operator** (Occupation or description of duties) (Social Security #)

Statement: This year I arrived in the United States on January 31. I went directly to Indio, CA. For my first season, I knew lots of people from my hometown who were using the H-2B program. I asked them questions and they gave me information and the phone number to Victor. Victor is the contact person for the company. I only paid for the trip from my hometown to Monterrey (Consulate). The bus ticket cost about 800 pesos. The company paid my entire trip from Monterrey to the United States. I did not pay for my Visa, the company paid for it. Before this town (Santa Barbara) we were in Lompoc. I worked there for about eight days. The trip from Lompoc to here was no more than an hour. The fair in Lompoc closed this past Sunday. We left after the fair ended around 11:00 PM. We arrived here in Santa Barbara an hour later. Yesterday I worked five hours to assemble the rides and games. Yesterday I worked 12:00 PM to 5:00 PM. Today I worked 10:00 AM to 12:00 PM. I am finished for the day, but I am going to work for a little bit later because we are going to open the fair for a few hours. The starting time depends on what time the fair opens. But for example, if the fair opens at 11:00 AM

B-14

I am going to start work at 10:00 AM. The ending time is when the fair closes. I do not need to wash the rides after the ending time, we do all of that and prepare the next day. On average, I work six hours a day, but it is difficult to say exactly because the hours of all of the fairs are different. For example, during the week the hours of the fair are 4:00 PM to 10:00 PM. Then for the weekend the hours are more, like 10:00 AM to 10:00 PM. But, on those days I do not work the whole day, I take a break for an hour or two and then return for an hour or two. My job is with the rides, but I also cook for about 20 people. The company does not pay me to cook. Each person gives me $45.00 every Monday and with that money I go to the store and buy the food. When I go to the store, a friend gives me a ride, he has a license, and I do not. I do not need to work during my breaks, that time is mine. If I want to sleep I can. I am paid every Sunday in cash. I need to sign a receipt; I am not given a copy or a paycheck stub. I am paid $350.00. I pay $15.00 each season for new shirts. I do not need to pay money to live in the trailers. I do not use a (time) card or sheet to record my hours. In the past we did use those cards, where I write the starting and ending time, but right now we are not using those. There are no minors working here for the company. I work every day, but I do rest every eight days. On average, I work 40 or 42 hours a week. If I work more than 40 hours a week, I am paid the same, my weekly salary.

"I have read the above and it is true to the best of my knowledge."

The original Interview was conducted and written in Spanish and signed by the Interviewee. This Interview was translated from Spanish into English for the benefit of the non Spanish reader by WHI Michael Ontiveros.

B-14a

Personal Interview Statement

U.S. Department of Labor
Wage and Hour Division

U.S. Wage and Hour Division

This report is authorized by Section 11 of Fair Labor Standards Act and other Wage-Hour laws. While you are not required to respond, your cooperation is needed for the Wage Hour Division to make a determination of compliance under the applicable Act(s). Your identity will be kept confidential to the maximum extent possible under existing law.

4/23/13
(Date)

Feria (Santa Barbara)
(Place of interview)

Mr. / Miss / Mrs.

I, Ms. Jesus Alberto Martinez Andrade, of [redacted]
(Name of employee) (Number, street, apt. no.)

[redacted]
(City or town) State Zip Code

[redacted] (celular)
(Telephone number)

(Driver's licence number - Do not request if number is same as Social Security Number)

18+ years of age, (was/have been employed by) Butler Amusement
(Establishment)

Santa Barbara, CA for the approximate period from 11 años to Presente
(Location of establishment) (if still employed state "present")

as Cocinero / Manejador de Juegos
(Occupation or description of duties)

Statement: Este año llegue en los estados unidos en 31 de Enero. Llegue y fui directamente a Indio, CA. Para la primera temporada, (M.O.) ~~the Cotton of the~~ sabia mucha gente de mi pueblo que estaban usando la programa de H-2B. Yo pregunte ellos (M.O.) ~~preguntos~~ y me dieron informacion y el numero de telefono para Victor. Victor es la persona para contactar desde la compania. Solamente pague por el viaje de mi pueblo de Monterrey (consulado). El billete de autobus gasto como $800 pesos. La compania pago por todo mi viaje desde Monterrey de los estados unidos. No pague por mi visa, la compania lo pago. Antes de este pueblo (Santa Barbara), estamos en Lockpoc. Trabaje

(If additional space is needed continue on reverse)

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allí por unos 8 días. El viaje desde Lockpoc hasta aquí no mas era como una hora. Cerro la ~~feria~~ feria (M.O.) en Lockpoc este domingo que paso. Salimos después cuando la ~~feria~~ feria (M.O.) terminó como las 11:00 en el tarde. Llegamos (M.O.) aquí en Santa Barbara una hora después. Ayer yo trabaje 5 horas, para asemblar los juegos y rantes. Ayer trabaje 12 en el tarde hasta 5 en el tarde. Hoy trabaje 10 en la mañana hasta 12 en el tarde. Yo ya acabe por el dia, pero tambien voy a trabajar un poquito en el tarde porque vamos a abrir la feria por unas horas. La hora de entra depende a ~~que~~ (M.O.) la hora que abre la feria. Pero por ejemplo, si la feria abre a los 11:00 en la mañana, voy a empezar a trabajar a los 10:00 en la mañana. La hora de salida es cuando cerra la ~~feria~~ feria (M.O.) No necesito limpiar los juegos despues de la hora de cerra, hacemos todo esto y preparar el proximo dia. Por un promedio trabajo 6 horas al dia, pero es dificil para decir exactamente porque los horas de todas las ~~ferias~~ ferias (M.O.) son diferentes. Por ejemplo durante la semana las horas de la ~~feria~~ feria (M.O.) son 4:00 en el tarde hasta las 10:00 en el tarde. Llego para la fin de ~~semanas~~ (M.O.) las horas de la ~~feria~~ feria (M.O.) son mas como 10:00 en la mañana hasta 10:00 en el tarde. Pero en esos dias no trabajo todo el dia, tengo un descanso por una o dos horas, y llego regreso por una o dos horas. Mi trabajo es con los juegos, pero tambien yo cocino por unos 20 personas. La compañia no me pagan para cocinar. Cada person me dan $45.00 cada lunes y con esto dinero, yo voy a la tienda y compro toda

Personal Interview Statement

U.S. Department of Labor
Wage and Hour Division

U.S. Wage and Hour Division

This report is authorized by Section 11 of Fair Labor Standards Act and other Wage-Hour laws. While you are not required to respond, your cooperation is needed for the Wage Hour Division to make a determination of compliance under the applicable Act(s). Your identity will be kept confidential to the maximum extent possible under existing law.

4/23/13
(Date)

Feria (Santa Barbara)
(Place of interview)

(Mr.) Miss Mrs.

I, Ms. Jesus Alberto Martinez Andrade, of Confidential
(Name of employee) (Number, street, apt. no.)

Confidential
(City or town) State Zip Code

Confidential (cellular)
(Telephone number) (Driver's licence number - Do not request if number is same as Social Security Number)

18+ years of age, (was/have been employed by) Butler Amusement
(Establishment)

Santa Barbara, CA for the approximate period from 11 años to Presente
(Location of establishment) (if still employed state "present")

as Manejador de Juegos / Cocinero
(Occupation or description of duties)

Statement: la comida. Cuando ir a la tienda, mis (M.o.) compañeros me dan (M.o.) raite, el tiene licencia, yo no tengo No necesito hacer trabajo durante mis descansos, ese tiempo es mio. Si quiero dormir, yo puedo hacerlo Me pagan cada domingo en efectivo. Necesito firmar un recibo, no me dan una copia o un talon de cheque Me pagan $350.00 Pago $15.00 cada temporada pagan las cabañas trailers. No necesito pagar dinero para vivir en los trailers. No uso una tarjeta o hoja para registra mis horas. En el pasado si usamos esas tarjetas, donde yo escribi la hora de entra y salida, pero ahorita no estamos usando los. No hay mucho de trabajando aqui por este compañia Trabajo todos los dias, pero si descanso como cada 8 dias. Por

(If additional space is needed continue on reverse)

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un promedio trabajo como 40 a 42 horas al semana. Si trabajo mas de 40 horas por la semana, me pagan lo mismo, mi sueldo semanal. He leido y entendido lo escrito por el investigador, y este correcto basado mi conocimiento

Firmas x Confidential Fecha 4-23-2013

Testigo: WHI Confidential 4/23/13

Julio Alberto Martinez Herrera
Confidential
Confidential
Confidential
Confidential (phone # in Mexico)

Interview taken: 04/24/2013

2013 season employed: 02/2013 to present

Assembling, Disassembling, Attending Rides

I started working for the company in 2001. I started in Indio, CA. I work assembling, disassembling and attending to the rides. I regularly work with the swinging chairs ride but if help is needed in the other rides I can go and help assemble, disassemble or attend to. When we assemble the rides I start at 9:00 am, I am given an hour to eat, I start again at 1:00 pm and I am off at 5:00 pm. We take about 2 days to assemble all of the rides. There are 4 of us that work on the swinging chairs ride. The fair today opens at 4:00 pm but I have to start work at 3:00 pm to check the rides before the people ride them. The fair closes today at about 11:00 pm. When the fair closes I am off work, I do not have to stay afterwards to work. During the time that the fair is open we generally work 2 hours and then we go on break for 2 hours. During the 2 hours I am completely free from work. I go to the bunkhouse to eat and rest, I am not working. The work schedule varies depending on the fair schedule for that town. We start to disassemble the rides when the fair closes. If the fair closes at 11:00 pm once the people exit we start to disassemble. We take about 6 hours to disassemble the rides, it takes a lot less to disassemble. About 2 or 3 hours after we disassemble the rides we go to the next town. I think that after here we will be going to Indio, CA. We go from place to place in the vans, only 9 passengers and the driver. Before there would be more passengers. I do not drive at all. I do not pay anything for the transportation. I work about 6 days a week. I really do not know how many hours a week I work, I have never paid attention to that. I do not record the hours that I work, I do not know if someone from the company records them. I am paid $410 in cash every week. This amount is the same for the entire season. The amount is the same no matter the place that I work at. I worked last year too and the pay and the hours were the same. I am given a receipt to sign but the company keeps a copy. I am given an envelope with the amount. There are no deductions made from my check. The company provides the tools for free. When I need a tool I check in my ID at the shop and then they let me borrow a tool. It is returned to me when I return the tool. At the start of the season I am given an ID and I do not pay for it. If someone loses it the company charges I think $10.00 to replace it. I have never lost mine. I am not charged for

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the bunkhouse. I get together with 10 – 12 other workers and we pay about $45 each so that the cook can buy the food and cook it for us. The cook also works assembling and disassembling the rides. I have 1 day off per week, typically it is on the Monday when we arrive in the new town. On the day off we are taken to town to wash clothes, buy things, deposit money. I am not charged for the transportation. I do not drive the van. Carlos sometimes drives the van, he is my fellow worker on the swinging chairs ride. Omar also sometimes drives the van. They also drive from worksite to worksite. The company gives us 1 shirt for work. The shirt is free. I bought another shirt because one shirt doesn't last the entire season because one sweats and the shirt gets worn out. The extra shirt is $15.00. Last year I also bought a sweatshirt which was $25.00. I bought the sweatshirt just to have it, I bought it voluntarily and I do not need it for work. The cap is not required, if one buys it it's voluntary. I do not know how much the cap is, I have never bought one. Victor Apolinar is the representative in my town in Mexico that tells us about the season once it will start up again. Every year I have to fill out an application and at the consulate in Monterey I am interviewed. I take a bus to the consulate in Monterey and I pay about 1,000 pesos, it takes about 16 hours. The company pays for the transportation from Monterey to the first worksite in the U.S. I do not have to pay anything to Victor. At the first town that we arrive typically during the week we will be given a drug test and also throughout the season. Typically at the Pleasanton fair we are given a drug test again, this is sometime around June.

Translated and transcribed by RIC Ramon Huaracha 04-24-2013

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Personal Interview Statement

U.S. Department of Labor
Wage and Hour Division

U.S. Wage and Hour Division

This report is authorized by Section 11 of Fair Labor Standards Act and other Wage-Hour laws. While you are not required to respond, your cooperation is needed for the Wage Hour Division to make a determination of compliance under the applicable Act(s). Your identity will be kept confidential to the maximum extent possible under existing law.

04-24-2013
(Date)

Mr.
Miss
Mrs.

Earl Warren Fairgrounds
(Place of interview)

I, Ms. Julio Alberto Martinez [redacted]
(Name of employee) (Number, street, apt. no.)

[redacted]
(City or town) State Zip Code

[redacted] (Mexico #) passport # [redacted]
(Telephone number) (Driver's licence number - Do not request if number is same as Social Security Number)

[redacted] years of age, (was/have been employed by) Butler Amusements, Inc.
(Establishment)

traveling carnival; corporate office: Beaverton, OR for the approximate period from ~~August~~ (RH) 03/2013 to Present
(Location of establishment) (if still employed state "present")

as Assemble, Disassemble, Attend Rides
(Occupation or description of duties)

Statement: Comenze a trabajar con la compania en ~~febrero~~ 2001 (RH). Comenze en Indio, CA. Trabajo armando, desarmando y atendiendo a los juegos. (RH) (RH) (RH) Regularmente trabajo con las sillas voladoras, pero si se necesita ayuda en otros juegos yo puedo ir a ayudar a armar, desarman o atender. (RH) Cuando armamos los juegos entro a las 9:00am, me dan (RH) una hora para comer, entro 1:00pm y salgo a las 5:00p.m. Duramos como 2 dias para armar todos los juegos. Trabajamos 4 personas atendiendo el juego. La feria de hoy aquí abre a las 4:00p.m. pero tengo que entrar a las 3:00p.m. para revisar el juego antes que se suba la gente. Cuando se cierra la feria, hoy

(If additional space is needed continue on reverse)

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se cierra como a las [redacted] 11:00p.m. Cuando se cierra la feria paro de trabajar NO me tengo que quedar despues a trabajar. Durante la hora de la feria generalmente trabajamos 2 horas y descansamos 2 horas. Durante los 2 horas estoy completamente liberado de trabajo. Me voy al buichose a comer y descansar, NO estoy trabajando. El horario varia dependiente de horario de la feria que esta en ese pueblo. Comenzamos a desarmar los juegos de la feria [redacted] cuando [redacted] se cierra la feria. Si se cierra la feria a las 11:00p.m. [redacted] ya que se salga la jente comenzamos a desarmar lo juegos. Duramos como 6 horas para desarmar los juegos, dura mucho menos para desarmar. Como 2 o 3 horas despues que desarmos los juegos nos vamos al siguiente pueblo. Pienso que despues de aquí nos vamos a la Indio, CA. [redacted] Nos vamos de sitio en las VANS, NADA mas meten a 9 pasajeros y el chofer. Antes metian MAS. No manijo para NADA. No paso NADA para la transportacion. Trabajo como uno 6 dias por semana. Realmente no se cuantas horas por semana trabajo, NUNCA me ha fijado en ese. No grabo las horas que trabajo, NO se si Alguien de la compania las graba. A mi me pasan como $410 en efectivo CADA SEMANA. Esta cantidad es igual para toda la temporada. [redacted] La cantidad es igual NO importa en que lugar trabaje. Trabaje el año pasado tambien y el pago y las horas de trabajo eran igual. Me dan un recivo para que firme pero la compania se queda con la copia.

Personal Interview Statement

U.S. Department of Labor
Wage and Hour Division

U.S. Wage and Hour Division

This report is authorized by Section 11 of Fair Labor Standards Act and other Wage-Hour laws. While you are not required to respond, your cooperation is needed for the Wage Hour Division to make a determination of compliance under the applicable Act(s). Your identity will be kept confidential to the maximum extent possible under existing law.

04-24-2013
(Date)

Mr.
Miss
Mrs.

Kern WARREN Fairgrounds
(Place of interview)

I, Ms. Julio Alberto Martinez Herrera, of [redacted] Confidential
(Name of employee) (Number, street, apt. no.)

Confidential
(City or town) State Code

Confidential (Mexico #) Passport # Confidential
(Telephone number) (Driver's licence number - Do not request if number is same as Social Security Number)

Confidential years of age, (was/have been employed by) Butler Amusements, Inc.
(Establishment)

traveling carnival, corporate office: Beaverton, OR (Location of establishment) for the approximate period from (RH) 02/2013 to Present (if still employed state "present")

as Assemble, Disassemble, Attend Rides
(Occupation or description of duties)

Statement: Me dan un sobre con la cantidad. No me quitan nada de mi sueldo. La compania nos presta la herramienta gratis. Cuando necesito una herramiente les entrego mi ID al shop y luego me prestan la herramiente. Me la regresan cuando entrego la herramienta de nuevo. Al comenzar la temporada me dan un ID y no me cobran. Si uno lo pierde la compania cobra pienso que $10.00 para reemplazarlo. Yo (RH) NUNCA lo he perdido. No me cobran para el bunkhouse. Me junto como con 10-12 otros trabajadores y pagamos como $45 cada uno para que el cocinero compre la comida y para que la cocine (RH). El cocinero tambien trabaja armando y desarmando los juegos. Descanso 1 dia por semana, typicamente

(If additional space is needed continue on reverse)

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es el lunes cuando llegamos al pueblo nuevo. El dia que descanso nos llevan al pueblo a lavar ropa, a comprar (EH) cosas, depositar dinero, no me cobran para la transportacion. No manijo el VAN. Carlos aveces manija el VAN, el es mi compañero de las sillas voladoras. Oman tambien aveces manija el van. Ellos tambien manijan de sitio a sitio. La camisa nos dan 1 camisa para el trabajo. La camisa es gratis. Yo compre otra camisa porque una camisa no dura toda la temporada porque uno suda y se maltrata la camisa. La camisa extra me salio a $15.00. Tambien compre la sudadera y me salio a $25.00 el año pasado. La sudadera lo compre para tenerlo, lo compre voluntariamente, no lo necesito para el trabajo. La cacucha no es requerido, si uno lo compra es porque es voluntario. No se cuanto cuesta la cacucha, Nunca he comprado uno. Victor Apolinar es el representante en mi pueblo en Mexico que nos dice de la temporada cuando se va a comenzar de nuevo. Victor nos dice la fecha cuando va a comenzar de nuevo el trabajo. Cada año tengo que llenar una Solicitudud, y en el consulado de Monterey me entrevistan. Tomo un autobus al consulado de Monterey y me cuesta como 1,000 pesos, dura como 16 horas. La compania paga la transportacion desde Monterey al primer sitio de trabajo en los EEUU. Yo no le tengo que pagar nada a Victor. En el primer pueblo que llegamos tyoicamente (EH) como a la semana nos hacen el test de droga y tambien a traves de la temporada.

Personal Interview Statement

U.S. Department of Labor
Wage and Hour Division

U.S. Wage and Hour Division

This report is authorized by Section 11 of Fair Labor Standards Act and other Wage-Hour laws. While you are not required to respond, your cooperation is needed for the Wage Hour Division to make a determination of compliance under the applicable Act(s). Your identity will be kept confidential to the maximum extent possible under existing law.

04-24-2013
(Date)

Mr.
Miss
Mrs.

Earl Warren Fairgrounds
(Place of interview)

I, Ms. Julio Alberto Martinez Herrera, of [redacted]
(Name of employee) (Number, street, apt. no.)

[redacted]
(City or town) State Zip Code

[redacted] (Mexico #)
(Telephone number)

Passport # [redacted]
(Driver's licence number - Do not request if number is same as Social Security Number)

[redacted] years of age, (was/have been employed by) Butler Amusements, Inc.
(Establishment)

traveling carnival; corporate office: Beaverton, OR for the approximate period from (RH) 02/2013 to Present
(Location of establishment) (if still employed state "present")

as Assemble, Disassemble, Attend Rides
(Occupation or description of duties)

Statement: (RH) (RH) (RH) (RH) (RH) (RH) (RH) (RH) (RH) (RH)

Typicalmente en la feria de Pleasanton nos hacen el test de droga otra vez, esto es como en Junio. Me han leido lo de arriba y es verdad y correcto a lo mejor de mi conocimiento.

Firma X [redacted]

Fecha 24/abril/2013

Taken by Ramon Huaracha, RIC 04-24-2013

(If additional space is needed continue on reverse)

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Personal Interview Statement

U.S. Department of Labor
Wage and Hour Division

U.S. Wage and Hour Division

This report is authorized by Section 11 of Fair Labor Standards Act and other Wage-Hour laws. While you are not required to respond, your cooperation is needed for the Wage Hour Division to make a determination of compliance under the applicable Act(s). Your identity will be kept confidential to the maximum extent possible under existing law.

4-24-13
(Date)

Mr.
Miss
Mrs.

On site Santa Barbara Expo
(Place of interview)

I, Ms. Antonio Mendez, of [redacted]
(Name of employee) (Number, street, apt. no.)

Confidential
(City or town) State Zip Code

Confidential
(Telephone number)

(Driver's licence number - Do not request if number is same as Social Security Number)

_____ years of age, (was/have been employed by) Butler
(Establishment)

Santa Barbara / Beaverton for the approximate period from 11-12yrs to present
(Location of establishment) (if still employed state "present")

as Ride Supervisor 1 of 3
(Occupation or description of duties)

Statement: I've been a supervisor for 6 years. On a typical day when we are open. I walk around to see if they are doing their jobs - 2 people on rides. I also deal with the complaints from the people at the fair. maybe they think the guys are rude or something. The ride operators call me if something on the ride breaks & they don't know how to fix it. The ride operators & foreman report to me. I fill out the roster - So does Omar Lopez. If an employee is sick I go and check up on them. The roster shows that they showed up to work. Most of the guys do - they may be late sometimes.

(If additional space is needed continue on reverse)

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Butler: 2018-TNE-19
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but not often. I fill out the roster in the morning. The guys are supposed to be there at the rides doing safety checks are how before we open. Then I hang the roster on the wall of the office. The guys break each other depending on the crew. Whatever is comfortable for them. Who goes first when to take the breaks. If there are four guys on the ride - its 2 on 2 off. If there are 3 - its 2 on 1 off. If there are 2 people on the ride its 2 on 2 off. Sat & Sun there are 3 guys on the ride because its more busy & we need more guys to make sure it is safe. There's usually 3 guys on every ride on Sat & Sun night. The more guys on the rides, the faster it moves through. I think we work around 5 days. We get lots of time off. At the end of the season - all the horses & vehicles all go to Indio - ~~It~~ its a parking lot where we keep every thing for 3 months. It's near the fairground. Everybody flys home. We buy the tickets - the Company takes a van & the luggage to the airport where the tickets are cheaper. The van drivers get paid more for driving - like $50. They have to apply for a drivers licence. They don't need a special license if they are driving 10 or less people. Its always the same drivers. We make sure the drivers are good drivers & responsible. The drivers are Carlos Armenta, Ratilio Guzman, Eduardo Mota, Jose Paredes. There are 2 more drivers from

Personal Interview Statement

U.S. Department of Labor
Wage and Hour Division

U.S. Wage and Hour Division

This report is authorized by Section 11 of Fair Labor Standards Act and other Wage-Hour laws. While you are not required to respond, your cooperation is needed for the Wage Hour Division to make a determination of compliance under the applicable Act(s). Your identity will be kept confidential to the maximum extent possible under existing law.

4-24-13
(Date)

Mr.
Miss
Mrs.

(Place of interview)

I, Ms. Antonia Mendez (Name of employee), of _____ (Number, street, apt. no.)

_____ (City or town) _____ State _____ Zip Code

_____ (Telephone number) _____ (Driver's licence number - Do not request if number is same as Social Security Number)

_____ years of age, (was/have been employed by) _____ (Establishment)

_____ (Location of establishment) for the approximate period from _____ to _____ (if still employed state "present")

as 3 of 3 (Occupation or description of duties)

Statement: Kiddie Land. They are American Drivers. When they first come in - the Company gives them one - then they have to buy them if they want more. Most guys have 2 shirts. They don't have to pay for the ID if they lose it - 3-4 years ago they did - not now. The guys send the money home every week to their families

I've read the above & it's true to the best of my knowledge

X [redacted]

Confidential

[redacted]

(If additional space is needed continue on reverse)

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Employee Personal Interview Statement

U.S. Department of Labor
Wage and Hour Division

This report is authorized by Section 11 of the Fair Labor Standards Act and other Wage-Hour laws. While you are not required to respond, your cooperation is needed for thee Wage Hour division to make a determination of compliance under the applicable Act(s). Your identity will be kept confidential to the maximum extent possible under existing law.

04/23/2013
(Date)

Mr. Jose Ivan Ortega Romo
Miss
Mrs.
I, Ms. _____, of Confidential
(Name of employee) (Number, street, apt. no.)

Confidential
(City or town) (State) (Zip code)

Confidential -Mexico Confidential -Cell ,
(Telephone number)

(Driver's License number - Do not request if number is same as Social Security number)

_____ years of age, (was/have been) employed by Butler Amusements, Inc.
(Establishment)

Beaverton, OR for the approximate period from 02/01/2013 to Present
(Location of establishment) If still employed state "present")

as Truck Driver
(Occupation or description of duties)

Statement: I only drive a semi-truck and transport the carnival rides. I don't transport workers. I transport the carnival rides to each city where the fair will be at. This season, I started working in February 2013. I have worked for the company Butler Amusements since 2007. I work for the company from February to October then I return back to Mexico. I am a worker under the H-2B program. Before I transported the rides to Santa Barbara, Butler Amusements was in Lompoc. It is a one hour drive from Lompoc to Santa Barbara. I don't operate the rides at the carnival. I am not a cook for the workers. When the rides are ready to be transported, I only hitch the rides and transport them.

I work one to six days per week. The maximum that I can work per law is 10 hours per day within 24 hours. I only worked four hours on Monday this week from Lompoc to Santa Barbara. The maximum that I work are six days per week, 10 hours per day. All the hours that I work as a driver are recorded in a driver's log book. I submit a copy of the log book to the Butler Amusements office each week. The semi that I drive belongs to the company Butler Amusements. The company does not charge me to use and drive the semi. The company pays for the diesel, tires, etc.

The company pays me $500.00 each week for transporting the rides and driving the semi. The company only pays me a gross salary of $500.00 per week, and nothing is deducted from the $500.00. My salary is paid to me in cash. The $500.00 is paid to me in cash and is given to me in a white envelope, and it is noted on the envelope that a gross salary of $500.00 was paid to me.

I can pick-up and transport the carnival rides anytime during the day. Sometimes I pick-up the rides at one, two, or three o'clock in the morning.

My workweek begins on Mond and ends on Sunday. The compar ays me every Sunday. Sometimes I only work one or two days per week and I am paid $500.00 per week.

I live and sleep in my semi and the company does not charge me for my living accommodations.

When I am transporting the carnival rides, I buy my own food and eat it on the road. When I am not driving, each day I give the workers cook $5.00 for food.

The company pays for my Visa each year and I am not charged a fee. The company also pays for transporting me from Mexico to the United States each year.

The rides that I transport weigh between 20,000 to 90,000 pounds.

"I have read the above and it is true to the best of my knowledge."

The original interview was conducted and written in Spanish by WHI Ruben Jimenez and signed by the interviewee. WHI Ruben Jimenez translated this interview from Spanish to English for the benefit of the non-Spanish reader.

Signed Confidential [redacted] 04/25/2013

Employee Personal Interview Statement

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

Page 1 of 5

This report is authorized by Section 11 of the Fair Labor Standards Act and other Wage-Hour laws. While you are not required to respond, your cooperation is needed for the Wage Hour Division to make a determination of compliance under the applicable Act(s). Your identity will be kept confidential to the maximum extent possible under existing law.

04/23/2013
(Date)

Mr. Jose Juan Ortega Rojas
Miss
Mrs.
I, Ms. _____ (Name of employee), of Confidential

Confidential
Confidential

_____ (State) _____ (Zip code)

Mexico
Cell
_____ (Driver's license number - Do not request if number is same as Social Security number)

_____ years of age, (was/have been) employed by Butler Amusements, Inc.
(Establishment)

Brewton AL (Location of establishment) for the approximate period from Febrero 2013 to Presente (If still employed state "present")

as Manejador / Driver
(Occupation or description of duties)

Statement: Solamente - manejo un semi-trailer y transporte los juegos del Carnaval. Yo no hago otro trabajo. Transporte los juegos a cada ciudad donde esta la feria. Comense a trabajar en Febrero 2013 en esta temporada. Tengo desde 2007 trabajando para la compañia Butler Amusements. Antes de esta la compañia desde Febrero hasta Octubre y luego me regreso para Mexico. Yo soy un trabajador bajo el programa H2B. Antes de transportar los juegos en Junk Exhibits, Butler Amusements estaban en Longoc. Es una hora de Compton a Long Beach. No manejo los juegos/rides en el carnaval. No soy responsable por los trabajadores

(If additional space is needed continue on reverse)

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Dispatch

Cuando los juegos están listos para transportar yo solamente los enganche y transporto!

Trabajo que no soy dios por semana. Lo máximo que puedo trabajar son 10 horas al día por lo en 7 horas. Menos trabajé cuatro horas esta semana. Unos de compre no Santa Barbara y no trabaje mas. Lo máximo que trabajo son seis días por semana y 10 horas por día. Todas las horas que trabajo como driver están registradas en un log book de driver. Yo entrego una copia de el log book a la oficina de Butler Amusements cada semana. El semi que manejo es de la compañía Butler Amusements la compañía no me cobran para manejar el semi. La compañía paga por el diesel, llantas, etc.

La compañía me paga $500.00 por semana para transportar juegos y manejar el semi. La compañía siempre me pagan un salario de $500.00 por semana en Bruto y no le rebajan nada de los $500.00. Me pagan en

2000 471-205/39672

Employee Personal Interview Statement

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

Dept. 3/15

This report is authorized by Section 11 of the Fair Labor Standards Act and other Wage-Hour laws. While you are not required to respond, your cooperation is needed for the Wage Hour Division to make a determination of compliance under the applicable Act(s). Your identity will be kept confidential to the maximum extent possible under existing law.

Mr. / Miss / Mrs. / Ms. Jose Juan Ortega Romo, of _____, _____, _____, _____, _____, _____ years of age, (was/have been) employed by _____, _____ for the approximate period from _____ to _____ as _____

04/23/2013 (Date)

(Place of interview)

(Name of employee) (Number, street, apt. no.) (City or town) (State) (Zip code) (Telephone number) (Driver's license number - Do not request if number is same as Social Security number) (Establishment) (Location of establishment) (If still employed state "present") (Occupation or description of duties)

Statement: Efectivo me sobrio los 500.00 dolares se me pagan en efectivo y me lo dan en un sobre blanco y sytan en el sobre que se me pago 500.00 dolares en hrute. La compañia no me paga extra dinero por millas manejadas.

Recibo talonario y hojas pintar los juegos de carpeta que aquel tiempo duende el dia. Horas trabajo los juegos en la madrugada una, dos, tres de la mañana.

Mi semana se horie el lunes y se cierra el domingo. La compañia me pagas cada domingo.

Horas trabajo uno o dos dias

(If additional space is needed continue on reverse)

Form WH-31 (Rev. Jan. 1989)

B-17c

AR - 1063

Butler: 2018-TNE-19
Administrator's Exhibit
Ex. F-082, Page 146

Page 4 of 5

por semana y me pagan los $500.00 dolares por semana

Yo vivo y duermo en mi semi y la compañia no me cobra por la vivienda.

Cuando estoy transportando los juegos de carnaval, como por el camino y con pro mi propia comida. Si estoy desempacando le dio $100 dolares al cocinero de los trabajadores por dia para la comida.

La Compañia paga por mi visa cada año y no me cobran. La Compañia tambien pagan por transportarme de Mexico ha Estados Unidos cada año.

Los juegos que transporto pesan entre 30,000 lbs 90,000 con permiso.

He leido y entendido lo escrito por el investigador y esta correcto hasta lo en mi conocimiento.

[redacted] Jose Juan Ortega Pena 04/23/2013

This interview statement ends

2000 471-285/39672

Employee Personal Interview Statement

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

Page 5 of 5

This report is authorized by Section 11 of the Fair Labor Standards Act and other Wage-Hour laws. While you are not required to respond, your cooperation is needed for the Wage Hour Division to make a determination of compliance under the applicable Act(s). Your identity will be kept confidential to the maximum extent possible under existing law.

04/23/2013
(Date)

(Place of interview)

Mr. / Miss / Mrs. / Ms. Jose Juan Ortega Romo
(Name of employee), of
(Number, street, apt. no.),

(City or town), (State) (Zip code),

(Telephone number), (Driver's license number - Do not request if number is same as Social Security number),

_____ years of age, (was/have been) employed by
(Establishment),

(Location of establishment) for the approximate period from _____ to _____
(If still employed state "present")

as
(Occupation or description of duties)

Statement: I have read my Spanish by ANI Translator.

Confidential

04/23/2013

(If additional space is needed continue on reverse)

Form WH-31 (Rev. Jan. 1989)

B-17

AR - 1065

Butler: 2018-TNE-19
Administrator's Exhibit
Ex. F-084, Page 148

Employee Personal Interview Statement

US Department of Labor
Wage and Hour Division

This report is authorized by Section 11 of the Fair Labors Standards Act and other Wage/Hour laws. While you are not required to respond, your cooperation is needed for the Wage and Hour Division to make a determination of compliance under the applicable Act(s). Your identity will be kept confidential to the maximum extent possible under existing law.

Felipe Neri Perdomo Rendon 4/24/2013 Santa Barbara Fair

Name	Date	Place of Interview

Street Address	City	State	Zip

Ride Foreman

Telephone	Dates of Employment	Position

Butler Amusements

Employer	Address

Statement:

I have worked for Butler for about 10 seasons. This year, I started to work in February –the 2nd or 3rd of February. I started in Indio, California – Chandler, Yuma, Maricopa – three malls in Arizona, Lompoc and then here.

I am in charge of the "Fireball" ride and two workers. I receive a salary of $500.00 each week - in cash – Sundays. I put up and tear down the "Fireball" with the two other employees. There is a uniform – it is only a T-shirt. The employer gives me one T-shirt free. But I have to pay $15.00 each for an extra. I need two or three T-shirts to work here and have a clean T-shirt for work.

Transportation is free- all- to go to a store or to go to another fair. The employer paid my expenses from Monterey Nuevo Leon.

It needs 5 or 6 hours to tear down the "Fireball." Maybe an entire day to put up the "Fireball" and sometimes I help on the other rides as well.

Sundays I begin maybe at 11:00 am and I am working until 4 am or 5 am the next morning. When the fair is open, I am working four hours, and after that a two hour rest break, and then 4 hours of work and two hours of rest. The time tearing down the ride, I have no rest breaks.

On Mondays, we have to travel to another location – but afterwards it is day off.

Tuesdays and Wednesdays usually are days for putting up the rides. We start at 8 am and we leave for lunch at 12.00 pm. We return at 1 pm and we work until 5 pm.

Thursdays – sometimes the fair is open – but it depends. We begin an hour before the fair is open – maybe 11 am, maybe 2 pm, maybe 4 pm. We work until 10:30 pm

Taken/translated WHI Mortland

B-18

or 11:00 pm. Normally, four hours of work and then two hours of rest. Fridays and Saturdays as well.

Normally I am working 40 to 45 hours each week. The workers who are working with me work the same hours.

There is no method to record my hours worked. My supervisor is Antonio. Antonio is in charge of the hours worked.

I am going to work until October 14, 2013.

I have read this declaration and it is true.

X_____
Felipe Neri Perdomo Rendon

Translation

Taken/translated WHI Mortland

B-Bo

Personal Interview Statement

U.S. Department of Labor
Wage and Hour Division

U.S. Wage and Hour Division

This report is authorized by Section 11 of Fair Labor Standards Act and other Wage-Hour laws. While you are not required to respond, your cooperation is needed for the Wage Hour Division to make a determination of compliance under the applicable Act(s). Your identity will be kept confidential to the maximum extent possible under existing law.

4/24/2013
(Date)

Mr.
Miss
Mrs.

SANTA BARBARA FAIRGROUNDS
(Place of interview)

I, Ms. Felipe Neri Perdomo Rendon of [redacted] (Number, street, apt. no.)
(Name of employee)

[redacted] (or town)
State
Zip Code

[redacted]
(Telephone number)

(Driver's licence number - Do not request if number is same as Social Security Number)

[redacted] years of age, (was/have been employed by) Butler
(Establishment)

[redacted]
(Location of establishment)

for the approximate period from 2002 to presente
(if still employed state "present")

as Ride Foreman
(Occupation or description of duties)

Statement: Yo he trabajado con Butler como diez temporadas. Este año, empecé a trabajar en Febrero - 2nd or 3rd de febrero. Empecé en Indio, California - Chandler, ~~Con~~ Yuma, Maricopa - tres malls in Arizona, Lumpac y entonces aqui. Estoy encargado de "Fireball" ride y dos otros trabajadores. Recibo un salario de $500 cada semana - en efectivo - domingos. Estoy armando y desarmando el "Fireball" con los otros dos empleados. Hay un uniforme - solo un playera. El empleador me da un playera gratis. Pero tenemos que pagar $15 cada uno extra. Necesito dos o tres playeras para trabajar aqui y tengo un playera limpia para trabajar.

(If additional space is needed continue on reverse)

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B-Rbb

Transportación es gratis - todo - para ir a tienda o otro feria.

El empleador me pagó los gastos desde Monterrey Nuevo leon. Necesito 5 o 6 horas para desamar "el fireball." Tal ~~Vez~~ un dia entero para armar "el fire ball" y a veces ayudo a los otros rides también.

~~Durante Viernes, Sbados, domingo estoy trabajando~~

~~Domingo~~ Domingo empece tal vez 11:00 am y estoy trabajando hasta 4 am o 5 am en la proxima mañana. Cuando la feria esta abierto estoy trabajando 4 horas y despues 2 horas de descanso y entonces 4 horas de trabajo y 2 horas de descanso. El tiempo para desamar ride no tengo descansos.

Lunes nosotros tenemos que viajar a otro lugar - pero despues es un dia libre.

Martes y ~~Mucho~~ Miercoles normalmente son días para armando los rides. Empecemos a las 8 am y salimos a las 12:00 para comida. Regresamos a la una y trabajamos hasta a las cinco.

Jueves - a veces el feria esta abierto - pero depende. Empecamos un hora antes ~~de~~ la feria esta abierto - tal vez 11:00 am, tal vez 2 pm, tal vez, 4 pm.

Personal Interview Statement

U.S. Department of Labor
Wage and Hour Division

U.S. Wage and Hour Division

This report is authorized by Section 11 of Fair Labor Standards Act and other Wage-Hour laws. While you are not required to respond, your cooperation is needed for the Wage Hour Division to make a determination of compliance under the applicable Act(s). Your identity will be kept confidential to the maximum extent possible under existing law.

Page 2

4/24/2013
(Date)

Mr.
Miss
Mrs.

(Place of interview)

I, Ms. Felipe Neri Perdomo Rendas of
(Name of employee) (Number, street, apt. no.)

(City or town) State Zip Code

(Telephone number) (Driver's licence number - Do not request if number is same as Social Security Number)

_____ years of age, (was/have been employed by) _____
(Establishment)

_____ for the approximate period from _____ to _____
(Location of establishment) (if still employed state "present")

as _____
(Occupation or description of duties)

Statement: Trabajamos hasta 10:30 pm o 11:00 Pm. Normalmente 4 horas de trabajo y entonces dos horas de descanso. Viernes y Sabados tambien. Normalmente estoy trabajando 40 o 45 ~~hoor~~ horas cada Semana. Los trabajadores quien estoy trabajando conmigo trabajan las mismas horas.

No hay metodo para registrar mis horas trabajados. Mi Supervisor Se llama Antonio. Antonio esta encargado de los horas trabajados.

Voy a trabajar hasta octubre 14, 2013.

(If additional space is needed continue on reverse)

Form WH-31 (Rev. May 2010)

B-Bc

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Yo he leído esta declaración
y es la verdad.

Confidential [redacted]

WHI - Confidential

Employee Personal Interview Statement

U.S. Department of Labor
Wage and Hour Division

This report is authorized by Section 11 of the Fair Labor Standards Act and other Wage-Hour laws. While you are not required to respond, your cooperation is needed for the Wage Hour Division to make a determination of compliance under the applicable Act(s). Your identity will be kept confidential to the maximum extent possible under existing law.

5/3/13

Phone
(Place of Interview)

Lupe Razan (Name) | Confidential (Number, Street, apt. no.)

Confidential (City or town) | [redacted] (State, Zip Code) | Confidential (Telephone number)

over 18 years of age(was/is) employed by _____

_____ (Address of establishment) for the approximate period of _____ (Dates employed)

as _____ (Occupation or description of duties)

STATEMENT:

I remember applying with Butler Amusements. I also remember that I got accepted for that job- they said I could. I just never made it to first day and I never worked for them. Confidential [redacted]. If they had offered me a different kind of work, I wouldn't have been able to take that either. I didn't work any time from Oct to now. Confidential [redacted]. Confidential [redacted]

I've read this and it's true to the best of my knowledge.

Taken by WHI Aguilar

Form WH-31 (Rev. Jan. 1989)
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Employee Personal Interview Statement

US Department of Labor
Wage and Hour Division

This report is authorized by Section 11 of the Fair Labors Standards Act and other Wage/Hour laws. While you are not required to respond, your cooperation is needed for the Wage and Hour Division to make a determination of compliance under the applicable Act(s). Your identity will be kept confidential to the maximum extent possible under existing law.

Balbina Rivera Fernandez **4/23/2013** **Santa Barbara Fair**

Name	Date	Place of Interview

Street Address	City	State	Zip

Laborer

Telephone	Dates of Employment	Position

Butler Amusements

Employer	Address

Statement: This is my third year working with Butler. This year I start working only eight days ago. I started working in Maricopa. I arrived in Santa Barbara last Sunday in the night at 11:30 pm or 12:00. We worked yesterday from 12:00 until 4 or 5 pm. Today we started at 10:00 am.

Last Sunday I received my first pay - $325.00. There are no deductions from my pay. The employer gives uniforms free. I do not have to pay for my living quarters or for transportation. I am not paying a cook. I am cooking my own meals.

There is no method to record my hours worked. Benny and Omar are my supervisors. They tell me the hours to work. Normally I have two hours of rest (and lunch).

Normally I am working 6 or 7 hours. The normal schedule is two hours working and two hours of rest and then another two hours of work.

Usually, we are working six or 7 days each week. I am working 40 to 50 hours each week. I always receive a salary – no overtime. Usually, if I have a day off, it is Monday or Tuesday.

It takes two or three hours to tear down at the end of the fair and then we travel to another location. Maybe the day of tearing down and travel is a lot of hours – but still I have two hours of work and then two hours of rest and two more hours of work, etc.

Passport, bus to Monterey, Nuevo Leon are my expenses – nothing else.

I HAVE READ THIS STATEMENT AND IT IS TRUE.

X_____

Balbina Rivera Fernandez

Taken/translated WHI Mortland

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Personal Interview Statement

U.S. Department of Labor
Wage and Hour Division

U.S. Wage and Hour Division

This report is authorized by Section 11 of Fair Labor Standards Act and other Wage-Hour laws. While you are not required to respond, your cooperation is needed for the Wage Hour Division to make a determination of compliance under the applicable Act(s). Your identity will be kept confidential to the maximum extent possible under existing law.

4/23/2013
(Date)

Mr.
Miss
Mrs.

Santa Barbara Feed
(Place of interview)

I, Ms. Balbina Rivera Fernández, of [redacted]
(Name of employee) (Number, street, apt. no.)

(City or town) State Zip Code

[redacted]
(Telephone number)

(Driver's licence number - Do not request if number is same as Social Security Number)

_____ years of age, (was/have been employed by) Butler
(Establishment)

_____ for the approximate period from _____ to present
(Location of establishment) (if still employed state "present")

as Trabajadora
(Occupation or description of duties)

Statement: Es mi tercero año trabajando con Butler. Este año empezo a trabajar solo hace ocho días. Empezo a trabajar en Maricopa. Llegué en Santa Barbara Domingo pasado en la noche a 11:30 pm o 12:00. Trabajamos ayer a las 12:00 hasta 4 or 5pm. Hoy empezamos a las 10 am.

Domingo pasado recibé mi primero pago $325. No hay ninguna deducciones de mi pago. El empleador me da uniformes gratis. No tengo que pagar para vivienda o transportacion. No estoy pagando el cocinero. Estoy cocinando mis propias comidas.

(If additional space is needed continue on reverse)

Form WH-31 (Rev. May 2010)

B-20a

No hay método para registrar mis horas trabajados. Benny y Omar son mis supervisors. Ellos me dican las horas trabajadas. Normalmte tengo dos horas del descanso (y lunche).

Normalmte estoy trabajado 6 o 7 horas el horario normal es dos horas trabajando y dos horas de descanso y otro dos horas trabajando.

Normalmte estamos trabajando 6 sois o siete días cada semana. Estoy trabajado 40 hasta 50 horas cada semana. Recibo salario siempre - no recibo tiempo extra.

Normalmte, si tengo día libre es lunes o martes.

Es dos o tres horas para desarmar el fin de feria y entonces viajamos a otro lugar. Tal vez el día para desarmar y viajar es muchas horas - pero todavía tengo dos horas de trabaja y entonces dos horas de descanso y dos más horas de trabajo, etc.

Pasaporte, autobus de Monterey, Nuevo Leon son mis gastos - nada más.

Yo he leido esta declaración y es la verdad.

Balbina Rivera Fernández [redacted]

WFI - [redacted]

EMPLOYEE PERSONAL INTERVIEW STATEMENT

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

This report is authorized by Section 11 of the Fair Labor Standards Act and other Wage-Hour laws. While you are not required to respond, cooperation is needed for the Wage Hour Division to make a determination of compliance under the applicable Act(s). Your identity will be kept confidential to the maximum extent possible under existing law.

4/23/13	Fair	Confidential (Cellular)
(Date)	(Place of Interview)	(Employee Phone Number)

Genaro Sanchez Hernandez — Confidential Confidential

(Name of Employee) (Number, Street, apt. no.)

Confidential Years of age have been employed by Butler Amusement

Santa, Barbara (Location of establishment) for the approximate period 10 days to present

as Ride operator (Occupation or description of duties) Voting Credential ID (Social Security #)

Statement: This is my first year working for Butler. I arrived about 10 days ago. It took about four days to come here from my hometown in Veracruz. I took a bus, but I did not pay for the ticket; the employer paid for it. The employer also paid for my Visa, I did not need to pay anything for the application. I have a brother-in-law who told me there was work here with this company and he recommended me. Yesterday we arrived here in Santa Barbara, before we were working in Phoenix. We only worked in Phoenix for 10 days. When I arrived here in the United States, I went to Phoenix. We left Phoenix at 12:00 AM Monday and arrived here in Santa Barbara at 1:00 AM Tuesday. In total it took about one day to come here from Phoenix. Today I am just going to clean the rides, see if they all have lights, and that the rides work. Tomorrow the fair starts. Today I started at 10:00 AM. I do not know when I am going to end today. But, on average I work six hours the day before the first day of the fair to prepare everything. Normally, my day starts at 10:00 or 11:00 AM. I work for two hours, then take a break for two hours,

B-21

and then return to work for two hours; these are how my shifts are. I do not do work during my breaks, if I want I can go to the store to buy clothes or wash my clothes if I need to. I do not know what time the fair is going to close here in Santa Barbara, but in Phoenix the fair closed at 10:00 PM. On average, when the fair is open I only work about five hours. After 10:00 PM, when the fair is closed, I do not need to do more work; I go to my trailer to sleep. I am paid in cash every week on Sundays. I am not given a paycheck stub or receipt; I am just given an envelope with my name and money. I pay $40.00 a week for the food. I do not need to pay to live in the trailer, or for the t-shirt I need to have, the t-shirt is free. I do not have a (time) card to record my hours, I also do not write my hours on a sheet of paper. I do not know if the foremen maintain my hours. To put up and construct all of the rides in my area it took about five hours (yesterday), because yesterday I took an hour break for lunch. When I need to wash my clothes, I go to the laundry mat. A guy takes me, I do not know if he is part of the H-2B program, but he does have a driver's license. I do not know if there are people working for the company who are less than 18 years old, but I believe everyone is older. I am paid $325.00 every week; the $40.00 I pay for food is apart. I give the money for the food to the cook. If I want, I could go to buy my food, but the $40.00 is cheap, and that is why I like it.

"I have read the above and it is true to the best of my knowledge."

The original Interview was conducted and written in Spanish and signed by the Interviewee. This Interview was translated from Spanish into English for the benefit of the non Spanish reader by WHI Michael Ontiveros.

B-21a

Personal Interview Statement

U.S. Department of Labor
Wage and Hour Division

U.S. Wage and Hour Division

This report is authorized by Section 11 of Fair Labor Standards Act and other Wage-Hour laws. While you are not required to respond, your cooperation is needed for the Wage Hour Division to make a determination of compliance under the applicable Act(s). Your identity will be kept confidential to the maximum extent possible under existing law.

4/23/13
(Date)

Mr. / Miss / Mrs. / I, Ms. (M.U.) Sanchez Feria Confidential Confidential

(Name of employee) , of 93650 Tlapacoyan, Veracruz
(Number, street, apt. no.)

(City or town) Confidential (cell, lar)
(Telephone number)

State Confidential Zip Code
(Driver's licence number - Do not request if number is same as Social Security Number)

Confidential years of age, (was/have been employed by) Butler Amusement
(Establishment)

Santa Barbara, CA for the approximate period from 10 dias to Presente
(Location of establishment) (if still employed state "present")

as Manajador de Juego
(Occupation or description of duties)

Statement: Este es mi primero año trabajando por la compania Butler. Llegue como 10 dias pasados. Dure como 4 dias para venir aqui desde mi pueblo en Veracruz. Tome un autobus, no page para el billete, el patron lo pago. Tambien el patron pago para mi Visa, yo no neresitaba pagar por nada de el applicacion. Un cuñado que tengo me dijo que hay trabajo aqui con este compania y me recommendio. Ayer ~~Hoguemos~~ llegamos (M.U.) aqui en Santa Barbara, antes estamos trabajando en Phoenix. Solamente trabajamos en Phoenix por ~~X~~ 10 ~~days~~ 6 SH dias Cuando ~~Hurgie~~ llegue (M.U.) aqui en los estados unidos, yo fui a Phoenix. Salimos a ~~Phoenix~~ Phoenix (M.U.) a las 12:00 en

(If additional space is needed continue on reverse)

Form WH-31 (Rev. May 2010)

B-21b

la mañana lunes y ~~llegamos~~ llegamos (M.O.) aqui en Santa Barbara a ~~las~~ la (M.O.) una en la mañana ayer. En total duro como un dia para venir aqui desde Phoenix. Hoy no nos voy a limpiar los raites y ver si tienen todos los ~~luzes~~ luces (M.O.) y que las maquinas sirven. Mañana la feria ~~empezar~~ empieza (M.O.) Hoy ~~empezasaste~~ empeze (M.O.) a las 10:00 en la mañana. Todavia no se cuando voy a terminar hoy. Pero por un promedio trabajo 6 horas el dia cuando de la primera dia del feria, para preparar todo. Normalmente mi dia ~~empezar~~ empieza (M.O.) a las 10:00 o 11:00 en la mañana. Trabajo por 2 horas y llego tomo un descanso por 2 horas, y llego regreso a trabajar por 2 horas. Asi son mi turnos. No hago trabajo durante mis descansos, si quiero yo puedo ir ala tienda para comprar ropa ~~de~~ (M.O.) o lavar mi ropa si neresito. Todavia no se a que horas van a cerrar la feria, aqui en Santa Barbara, pero alli en Phoenix la feria cerro a las 10:00 en el tarde. Por un promedio, cuando lo ~~feria~~ feria (M.O.) esta abierto solamente trabajo como 5 horas. Despues de las 10:00 en el tarde, cuando lo ~~feria~~ feria (M.O.) ya esta cerrado, yo no neresito hacer mas trabajo. Yo voy a mi trailer para dormir. Me pagan con effectivo cada semana, en los domingos. No me dan un talon de cheque o recibo, solamente me dieron un sobre con mi nombre y diñero. ~~Me~~ Yo ~~pagan~~ pago (M.O.) $40.00 la semana para la comida. No neresito pagar para vivir en el trailer, ni para la camiseta que neresito tener, la camiseta es gratis. No tengo una tarjeta para registrar mis horas, tampoco no escribo mis horas en una hoja. No se si los Mayordomos ~~tampoco~~ (M.O.) ~~no~~ (M.O.) mantener mis horas. Para poner y construir todas las maquinas en mi area duro como 5 horas, porque ayer tome un descanso de una hora por lonche. Cuando

Personal Interview Statement

U.S. Department of Labor
Wage and Hour Division

U.S. Wage and Hour Division

This report is authorized by Section 11 of Fair Labor Standards Act and other Wage-Hour laws. While you are not required to respond, your cooperation is needed for the Wage Hour Division to make a determination of compliance under the applicable Act(s). Your identity will be kept confidential to the maximum extent possible under existing law.

4/23/13
(Date)

(Mr.)
Miss
Mrs.

Feria
(Place of interview)

I, Ms. Genaro Sanchez Hernandez, of [redacted]
(Name of employee) (Number, street, apt. no.)

[redacted]
(City or town) State Zip Code

[redacted] (cellular)
(Telephone number)

[redacted]
(Driver's licence number - Do not request if number is same as Social Security Number)

[redacted] years of age, (was/have been employed by) Butler Amusement
(Establishment)

Santa Barbara, CA for the approximate period from 10 dias to Presente
(Location of establishment) (if still employed state "present")

as Operador de Juego
(Occupation or description of duties)

Statement: Necesito lavar mi ropa, Yo voy a una ~~lavanderia~~ (M.O.) Me llevo un muchacho, no se si el es parte de la programa de H-2B, pero el si tiene una licensia para manejar. No se si hay gente trabajando por la compania que tienen menos de 18 años, pero yo creo que todos tienen mas. He (M.O.) Me pagan $325.00 cada semana, el $40.00 para la comida, yo pago aparte. Yo doy el dinero para la comida al cocinero. Si quiero, yo puedo ir para comprar mi comida, pero la $40.00 es barrato, por eso me gusta. He leido y entendido lo escrito por el investigador, esta correcto basado mi conocimiento.

Firmar x [redacted] Fecha: 23/4/2013

Testigo: WHI [redacted] 4/23/13

(If additional space is needed continue on reverse)

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AR - 1080

Butler: 2018-TNE-19
Administrator's Exhibit
Ex. F-099, Page 163

Employee Personal Interview Statement

U.S. Department of Labor
Wage and Hour Division

This report is authorized by Section 11 of the Fair Labor Standards Act and other Wage-Hour laws. While you are not required to respond, your cooperation is needed for thee Wage Hour division to make a determination of compliance under the applicable Act(s). Your identity will be kept confidential to the maximum extent possible under existing law.

04/23/2013
(Date)

Mr. Arturo Santos Lopez
Miss
Mrs.
I, Ms. _____, of Confidential Confidential
(Name of employee) (Number, street, apt. no.)

Santa Barbara Fair
(Place of Interview)

Confidential
(City or town) (State) (Zip code)

_____, _____
(Telephone number) (Driver's License number - Do not request if number is same as Social Security number)

_____ years of age, (was/have been) employed by Butler Amusements, Inc.
(Establishment)

Beaverton, OR for the approximate period from 04/2013 to Present
(Location of establishment) If still employed state "present")

as Rides Operator
(Occupation or description of duties)

Statement: This is my second week working for the company Butler Amusements. I began working in this month of April for Butler Amusements. I work and operate the Dragon Wagon ride. The ride is only for children. When I operate the Dragon Wagon ride, I take the tickets from the children and sit them in the ride. This is the first year that I work for Butler Amusements and I work under the H-2B program. My visa passport has all the H-2B information. I am only going to work six months in this country and will return back home more or less in October 2013.

The company is paying me $325.00 per week and I am being paid a salary. I am not paid per hour. Nothing is deducted from my salary. I am paid my gross salary in cash. I am paid every week and payday is on Sunday. The company pays me my salary in cash in an envelope with the amount noted on the envelope. The company does not give me a check stub because I am paid in cash.

I began working for the company in Maricopa, California, in the month of April 2013. From Maricopa, I went to work in Lompoc, California for Butler Amusements. From Lompoc we came to Santa Barbara, California, to work for Butler Amusements. We traveled between 8 to 10 hours from Maricopa to Lompoc, and 2 hours from Lompoc to Santa Barbara. The company transports me free to each city that we are going to work in. I am transported in a van. I don't drive the van. I don't know the name of the person who drives the van.

My workweek opens on Sunday and closes on Saturday. I work six or seven days per week. I work from 10:00 or 11:00 in the morning to 11:00 in the evening, or 12:00 midnight. Me and my co-worker operate the Dragon Wagon ride. During my work shift, I work two hours and take two hour breaks. I take a break every two hours during my work shift. When I take a break, my co-

worker takes over my work shi' nd works. I am working six hours r ng my work shift each day. I work 36 to 42 hours per week. My supervisor is Omar (I don't know his last name) and he informs me each day what time I will start and stop working. No one records the hours that I work because I am paid a salary.

When the company transports me to another city, I don't work because I am being transported.

I don't know if the company is going to pay me bonuses because I just started working for the company Butler Amusements.

The company gives me a free polo shirt and cap to work and has the company's name Butler Amusements.

The company also provides me with free living accommodations in a trailer. I am not charged for the living accommodations or for transportation.

The company does not deduct anything from my gross salary.

Me and each worker pay a man whose name is Don Pillo $40.00 per week for the food that he cooks. Don Pillo also works for the company Butler Amusements. I can buy food in restaurants if I want to, but it is easier for Don Pillo to cook our food.

The company paid for my visa passport. The company also paid for my transportation from Mexico to the United States, and I am not going to be charged a fee.

"I have read the above and it is true to the best of my knowledge."

The original interview was conducted and written in Spanish by WHI Ruben Jimenez and signed by the interviewee. WHI Ruben Jimenez translated this interview from Spanish to English for the benefit of the non-Spanish reader.

Signed Confidential [redacted] 04/24/2013

Employee Personal Interview Statement

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

Page 1 of 5

This report is authorized by Section 11 of the Fair Labor Standards Act and other Wage-Hour laws. While you are not required to respond, your cooperation is needed for the Wage Hour Division to make a determination of compliance under the applicable Act(s). Your identity will be kept confidential to the maximum extent possible under existing law.

04/23/2013
(Date)

Mr. / Miss / Mrs. / Ms. Arturo Simtes Lopez (Name of employee), of Confidential

Confidential
(City or town) (State) (Zip code)

(Telephone number) (Driver's license number - Do not request if number is same as Social Security number)

_____ years of age, (was/have been) employed by Butler Amusements, Inc. (Establishment)

Beaverton OR (Location of establishment) for the approximate period from 10/1/2013 to Presente (If still employed state "present")

as Manejador de Rides (Occupation or description of duties)

Statement: Esta es mi segunda semana trabajando para la compania Butler Amusements. Comense este mes en Abril trabajando para Butler Amusements. Yo trabajo y manejo el ride "Dragon" Wagon. El ride es para ninos solamente. Cuando manejo el ride Dragon Wagon tomo los boletos de los ninos y los subo en el ride. Este es el primer ano que trabajo para Butler Amusements y trabajo bajo el programa H2B. Mi supervisor me tiene la informacion del H2B. Llevo con trabajar seis meses en este pais y me regreso mas o menos en Octubre 2013.

La compania me esta pagando $12.50 por semana y me pagan en

(If additional space is needed continue on reverse) Form WH-31 (Rev. Jan. 1989)

B-226

AR - 1083

Butler: 2018-TNE-19
Administrator's Exhibit
Ex. F-102, Page 166

Salario. No me pagan por hora. No me retengan nada de mi Salario. No pago en efectivo mi Salario en bruto. Me pagan cada semana y el día de pago es el domingo. La compañía me da mi salario efectivo en un sobre con la cantidad anotada. La compañía no me da un talón de cheque porque me pagan en efectivo.

Conozco todo por mi la compañía en Maricopa, California, en el mes de Abril 2013. De Maricopa iba a Lompoc, California a trabajar con Butler Amusements. De Lompoc no veníamos a Santa Barbara, California a trabajar con Butler Amusements. Viajamos entre 8 y 10 horas de camino de Maricopa hasta Lompoc. Y 2 horas de Lompoc hasta Santa Barbara. La compañía me transporta gratis a cada ciudad donde íbamos a trabajar. Me transportan en una van. Yo no manejo la van. No se el nombre de la persona que maneja la van.

Mi semana se hace el domingo y se cierra el sábado. Trabajo seis o siete días a la semana. Trabajo

2000 471-265/39672

Employee Personal Interview Statement

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

Page 3 of 5

This report is authorized by Section 11 of the Fair Labor Standards Act and other Wage-Hour laws. While you are not required to respond, your cooperation is needed for the Wage Hour Division to make a determination of compliance under the applicable Act(s). Your identity will be kept confidential to the maximum extent possible under existing law.

Mr. Arturo Santos Lopez — 04/23/2015 (Date)

Miss / Mrs. / Ms.

I, _____ (Name of employee), of _____ (Number, street, apt. no.), _____ (City or town), _____ (State) _____ (Zip code), _____ (Telephone number), _____ (Driver's license number - Do not request if number is same as Social Security number)

_____ years of age, (was/have been) employed by _____ (Establishment), _____ (Location of establishment) for the approximate period from _____ to _____ (if still employed state "present")

as _____ (Occupation or description of duties)

Statement: De las 10 o 11 de la mañana hasta las once o doce de la noche. Yo y mi compañero de trabajo manejamos el Food Dragon Union. Durante mi turno de trabajo trabajo dos horas y descanso dos horas. Cada dos horas descanso. Durante mi turno de trabajo. Cuando yo descanso mi compañero trabaja. Estoy trabajando seis horas durante mi turno de trabajo cada día. Trabajo 36 ha 42 horas por semana. Mi Supervisor es Omar (no se su apellido) y me informa cada día cuando voy a venir y salir cada día que trabajo. Nadie anota las horas que trabajo porque me pagan por salario.

(If additional space is needed continue on reverse)

Form WH-31 (Rev. Jan. 1989)

B- 22C

AR - 1085

Butler: 2018-TNE-19
Administrator's Exhibit
Ex. F-104, Page 168

Cuando la compañía me trans[illegible]
a otra ciudad no trabajo no
más soy de parte.

No se si la compañía me crea
a pagar bonos por que apenas
comienzo a trabajar para la compañía
Butler Amusements.

La compañía me da gratis una
playera y gorra para trabajar
con el nombre de Butler Amusements.

La compañía también me da vivienda
gratis en una troca. No me
cobran por la vivienda o la transportación.

La compañía no me rebajan nada
de mi salario en breve.

Yo y cada trabajador le pagamos
a un señor que se llama Don Pillo
$40 dollares cada semana para la
comida que el cocina. El señor
Don Pillo también trabaja para la
compañía Butler Amusements. No puedo
comprar comida en restaurantes es quiero
pero es mas facil que Don Pillo
cocine nuestra comida.

2000 471-285/39672

Employee Personal Interview Statement

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

This report is authorized by Section 11 of the Fair Labor Standards Act and other Wage-Hour laws. While you are not required to respond, your cooperation is needed for the Wage Hour Division to make a determination of compliance under the applicable Act(s). Your identity will be kept confidential to the maximum extent possible under existing law.

04/23/2013
(Date)

(Place of interview)

I, Mr. Miss Mrs. Ms. Arturo Santos Lopez (Name of employee), of (Number, street, apt. no.),

(City or town), (State) (Zip code),

(Telephone number), (Driver's license number - Do not request if number is same as Social Security number)

years of age, (was/have been) employed by (Establishment),

(Location of establishment) for the approximate period from to (If still employed state "present")

as (Occupation or description of duties)

Statement: La compañía pago por mi USA pasaporte. La compañía también pago por mi transportación de México hasta Estados Unidos y no me han a cobrar.

He leído y entendido lo escrito por el investigador, y esta correcto basado en mi conocimiento

Confidential

04/23/2013

This interview statement was taken in Spanish by Eric Jimenez

Confidential 04/23/2013

(If additional space is needed continue on reverse)

Form WH-31 (Rev. Jan. 1989)

B- 22d

AR - 1087

Butler: 2018-TNE-19
Administrator's Exhibit
Ex. F-106, Page 170

Employee Personal Interview Statement

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

This report is authorized by Section 11 of the Fair Labor Standards Act and other Wage-Hour laws. While you are not required to respond, your cooperation is needed for the Wage Hour Division to make a determination of compliance under the applicable Act(s). Your identity will be kept confidential to the maximum extent possible under existing law.

4/23/2013
(Date)

Trailers - SB Fairgrounds
(Place of Interview)

I, Mr. , Miss, Mrs. Ms.,Espidio Sedana Abordo Confidential
(Name of Employee) **(Number, street, apt. no.)**

Confidential
(City or Town) **(State)** **(Zip Code)**

Confidential
(Telephone Number) **(Driver's license #-Do not request if number is same as Social Security number)**

years of age, (was/have been) employed by Butler Amusement
(Establishment)

Santa Barbara for the approximate period from to
(Location of Establishment)

as Ride Operator
(Occupation or description of duties)

Statement:

I have been working with this company for 10 years. I set up and break down the rides, the ride that I work on is the boat slide. I arrived in February, a friend of mine recommended me for the job, Isaurio. I filled out a work application this year, I handed it in to Isaurio Colio and I don't know who he hand it to from the company. Victor Apolinar called me after I filled out my application and he provided me information about the job, the pay. He arranged and sent us by bus to get our visas in Monterrey. I paid for the travel to Monterrey but from there on, the company paid for all of the expenses, the bus, food and all of the rest until we arrived in Indio, CA from the time that we began that trip. I work an average of about 40 hours or less each we, for example today I only worked two hours. On days when we are setting up the rides we work 2 – 8 hours depending on the ride. To disassemble it takes 4-5 hours. When we operate the ride we work 12 hours, split between 2 people with two hours for each shift for each person, for example if we open at 11 am and close at 11 pm. When we operate the rides our breaks are completely free, we do not have to do any kind of work during those breaks. Sometimes in somse of the cities they have a time clock, but not always. We fill out our own forms with our hours each day. The forms are in the office. Each person fills out their own form. Every Sunday I receive my pay I cash, they are never late with the pay, they hand them out at a specific time before we start working. We have buses to travel that transport 9 people, it used to be more people in each but there are new laws. We travel after we take down the carnival. Immediately after we finish deconstructing the rides we travel that next day. We usually leave between 6 am – 8 am in the morning, sometimes the carnival is smaller and we leave in the evenings, more quickly from the site. I receive $355 each week. We do not pay rent, nor for uniforms or IDs or anything else for deductions.
The company provides a complete uniform to everyone. If we lose an ID we do not have to pay. They

Form WH-31 (Revised Jan. 2001)
B- 23

provide transportation if we need to go shopping or to wash clothing and we do not have to pay for the transportation. I set up, take down and operate my ride and also if there is the need to help coworkers on another ride I give them a hand. I do not write down the hours for setting up and breaking down the rides in my total hours worked that I write down on the hours papers. We get 10 – 12 people together and we pay for a cook and the food for the week, but everything is voluntary. They pair up the new people with the more experienced workers as helpers. They pay them their normal salary. They include all of their hours worked learning the job in their total hours worked reported to the company each week. We hand in the information about our hours worked to the office to a young woman, Mari. It takes like 2-3 hours to set up my ride. Since I started working with this company I've never had to return the money for the trip from the Mexican border to Indio, CA.
The longest work day that I have had was in Sacramento because it opens at 10 am and it closes at 11, but it is not too hard because it is split between 2 people and we take turns. Flying Boat and Music Express are the largest rides, they have 3-4 people operating the ride and they share the work, taking turns between n 3 or 4 other people who also operate the ride. In Sacramento the fair runs for about 17 days, in that fair I worked all 17 days straight. The hours we work in a week varies a lot, sometimes 3-4 days, sometimes 7 days. There are rides that don't operate at all of the fairs, so they may have more days free. I have not heard of anyone that has been fired this season. They have people that have worked here in past seasons and know the rides well. They bring in people at the beginning of the season and later in the bigger fairs when they are short workers they bring in more people. We receive an envelope with our pay in cash, that's it. We do not receive a pay stub with our hours.
I have read the above interview and it is correct and true.
EE Signature David Miljoner, WHI Signature

Form WH-31 (Revised Jan. 2001)
B- 23a

Personal Interview Statement

U.S. Department of Labor
Wage and Hour Division

U.S. Wage and Hour Division

This report is authorized by Section 11 of Fair Labor Standards Act and other Wage-Hour laws. While you are not required to respond, your cooperation is needed for the Wage Hour Division to make a determination of compliance under the applicable Act(s). Your identity will be kept confidential to the maximum extent possible under existing law.

4/25/13
(Date)

Mr.
Miss
Mrs.
I, Ms. Apolo Sedano Abarca, of [redacted]
(Name of employee) (Number, street, apt. no.)

SB Fairgrounds - Trailer
(Place of interview)

[redacted]
(City or town) State Zip Code

[redacted]
(Telephone number)

(Driver's licence number - Do not request if number is same as Social Security Number)

_____ years of age, (was/have been employed by) BUTLER AMUSEMENT
(Establishment)

SANTA BARBARA, CA for the approximate period from 2/13 to present
(Location of establishment) (if still employed state "present")

as Ride operator
(Occupation or description of duties)

Statement: Tengo 10 años trabajando con este empresa. Cada año regreso por la temporada. Abro y cierro los juegos, el mio en lo cual trabajo es el Bumperlanes. Llego en Febrero. Un compañero me recomendo para el trabajo. Trabajo. Cada vez firmo un contrato para trabajo este año, lo entrego a Jaime Calvo y no se a quien el lo entrega la forma de la empresa, Victor Apolinar mallory despues de que llene la solicitud y me paga la cantidad el trabajo, el pago. Nos vamos en autobus somos la casa en Monterey. Hasta allí yo pago por el viaje a Monterey, pero ahora allí la compañia pagaba todos los gastos - el boat, almuerzo y todo lo demas hasta llegamos en Dallas, Ga

(If additional space is needed continue on reverse)

Form WH-31 (Rev. May 2010)

B-23b

AR - 1090

Butler: 2018-TNE-19
Administrator's Exhibit
Ex. F-109, Page 173

desde empezamos a jugar. Todos un promedio de
10 horas o menos cada semana, por ejemplo
hoy solamente trabajamos 2 horas. Ok en
días que algunos juegos trabajan 2-8 horas,
y en días cuando estamos en los juegos 4-5 horas depende
yo. Pero deseamos 4-5 horas. Cuando apenas los
juegos trabajan. 12 horas podría ser muy
pero pensamos. 2 horas cada turno, cada persona por
ejemplo Si abre 11am y cierra 11pm. Cada equipo
nuevos horas tienen completamente diferente pero
no tenemos que hacer ningún tipo de trabajo
durante los horas. Tienen un reloj para
saber las horas que trabajamos. A veces en algunos
casinos para un reloj pero no siempre. Llenamos
la form con nuestro nombre cuando la fuerza
en la oficina Una misma. Usan la propia forma
Cada domingo recibimos mi pago en efectivo, nuestro
se dejamos, lo reportan en una hoja especial cuando
de estar a trabajar. Tenemos autobuses para viajar con 9 personas,
antes con más pero hay nuevas leyes. Vivimos
después de trabajar la ferry. Frecuentemente dejamos
de que dejamos todo Jalma para viajar a la
proxima vista y dejamos el proximo día. Salimos
exactamente de 6am - 8am de la mañana, a veces
es más pequeño la ferry Salimos por la tarde a muy
rapido del centro. Pagamos $355 cada semana
No pagamos renta, ni uniformes, ni ID, no hay a todos
cualquiera otro descuento. La compañía provee un
uniforme completo. Si perdimos un ID no tenemos que
pagar. Nos prestan un traslado para ir a comprar
y lavar ropa. y no pagamos por el transporte

Butler: 2018-TNE-19
Administrator's Exhibit
Ex. F-110, Page 174

Personal Interview Statement

U.S. Department of Labor
Wage and Hour Division

U.S. Wage and Hour Division

This report is authorized by Section 11 of Fair Labor Standards Act and other Wage-Hour laws. While you are not required to respond, your cooperation is needed for the Wage Hour Division to make a determination of compliance under the applicable Act(s). Your identity will be kept confidential to the maximum extent possible under existing law.

11/23/13.
(Date)

Mr.
Miss
Mrs.
(Place of interview)

I, Ms. Espiridia Sedano Arvallo.
(Name of employee) (Number, street, apt. no.)

(City or town) State Zip Code

(Telephone number) (Driver's licence number - Do not request if number is same as Social Security Number)

_____ years of age, (was/have been employed by) _____
(Establishment)

_____ for the approximate period from _____ to _____
(Location of establishment) (if still employed state "present")

as _____
(Occupation or description of duties)

Statement: Arrivo a las 6am, aparo mi juego y acabo si hay la necesidad de ayudar en cualquier otro juego le echo un mano. No aparto las horas de armar o desarmar los juegos en mis horas todas que aparto en el papel de mis horas. Juntos 10 - 12 personas y pagamos por cuarto y cocinero, pero todo es voluntario. Se lo dan la gente nuevo como ayudante a los que tiene experiencia. Les dan su sueldo normal. Incluyen todas las horas de ayudar en sus horas reportadas a la compañía. Cada semana entregamos la información sobre horas trabajadas a la oficina, una señorita, Mari. Dura como 2-3 horas para armar un juego.

(If additional space is needed continue on reverse)

Form WH-31 (Rev. May 2010)

B-23C

AR - 1092

Butler: 2018-TNE-19
Administrator's Exhibit
Ex. F-111, Page 175

Desde que yo empecé nunca he tenido que
la Federación
devolver el dinero por el juego de Mario a
Dulce CA. El día más largo que he tenido
fue en Sacramento porque abrí a las 10 y cerré
a las 11 pero no es pesado porque somos 2.
y compramos tener. Flying Bat, nunca expuse
juegos grandes, creo tuve 3 o 4 personas
aprendí el juego y compré los tuve en 3 o 4
más. En Sacramento el ferie dura por 17 días, en
esa feria trabajo 17 días. Vienen mucho.
la cantidad de días trabajando es en semana
a veces 3-4 a veces 7. Hay juegos que
no operan en todas las ferias pues ellos tienen
muy chicos (tamaño). No he escuchado de nadie
que le vaya despacio este temporada. Todos
la gente que ya he trabajado aquí en ambas pruebas
Trae gente a la apertura de temporada
y cerré muy bien los viejos y dirigí en las
ferias grandes cuando Falla grande tuve mes.
Hombres no saben con el pago el cliente nunca nos. No hemos tenido.
He leído esto entendido y está correcto y la verdad
X Confidential Confidential WMH

Employee Personal Interview Statement

U.S. Department of Labor
Wage and Hour Division

This report is authorized by Section 11 of the Fair Labor Standards Act and other Wage-Hour laws. While you are not required to respond, your cooperation is needed for the Wage Hour Division to make a determination of compliance under the applicable Act(s). Your identity will be kept confidential to the maximum extent possible under existing law.

5/3/13

Phone
(Place of Interview)

Robert M Skelton (Name) | Confidential (Number, Street, apt. no.)

Confidential (City or town) | Confidential (State, Zip Code) | Confidential (Telephone number)

over 18 years of age(was/is) employed by _____

_____ (Address of establishment) for the approximate period of _____ (Dates employed)

as _____ (Occupation or description of duties)

STATEMENT:

I remember applying for that job through the employment department. I got a call from them but I didn't want the job. I had just gotten married and didn't want to travel around. I have a full time job now and am not interested in working anywhere else. I've been working at this job for three months. Even if they had offered me a different kind of job, I wouldn't have taken it. I didn't want to travel and still don't.

I've read this and it's true to the best of my knowledge.

Taken by WHI Aguilar

Form WH-31 (Rev. Jan. 1989)
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Employee Personal Interview Statement

US Department of Labor
Wage and Hour Division

This report is authorized by Section 11 of the Fair Labors Standards Act and other Wage/Hour laws. While you are not required to respond, your cooperation is needed for the Wage and Hour Division to make a determination of compliance under the applicable Act(s). Your identity will be kept confidential to the maximum extent possible under existing law.

Gustavo Soler G. **4/23/13** **Santa Barbara Fair**

Name	Date	Place of Interview
Confidential		

Street Address	City	State	Zip
Confidential	4/12/2013 to present	Laborer	

Telephone	Dates of Employment	Position
Butler		

Employer	Address

Statement:

This is my first year with Butler. I started to work twelve days ago. I worked two days in the Maricopa Fair and then Lompoc, California and I arrived here yesterday at 12:30 am in Santa Barbara.

I did not have to pay anyone to obtain my job here. I had to pay expenses until Monterey, Nuevo Leon. Afterwards, Butler pays the expenses to cross the border.

Sundays are pay days. Last Sunday was my first complete pay. I received $325.00 in cash. There is no pay stub.

We are no paying other expenses. Living Quarters, uniforms, transportation – all are free. I am buying my own meals.

In twelve days I received one day off. Usually I am working 40 hours a week.

There is no method to record my hours worked. Usually, I am working two or three hours and afterwards an hour or two hours of rest and afterwards two or three hours of work and then one hour or two hours of rest.

Tear down Sunday in the night for two hours – maybe until 10 pm and we travelled and arrived here maybe 12:30 in Santa Barbara. Monday (yesterday) I worked about 6 hours here. I started working at 11:00 am last Sunday in Lompoc. Omar and Benny are my supervisors.

I have read this statement and it is true.

X_____
Gustavo Soler G.

Taken/translated WHI Mortland

B-25

Personal Interview Statement

U.S. Department of Labor
Wage and Hour Division

U.S. Wage and Hour Division

This report is authorized by Section 11 of Fair Labor Standards Act and other Wage-Hour laws. While you are not required to respond, your cooperation is needed for the Wage Hour Division to make a determination of compliance under the applicable Act(s). Your identity will be kept confidential to the maximum extent possible under existing law.

4/23/13
(Date)

Mr.
Miss
Mrs.

Santa Barbara Fairgrounds
(Place of interview)

I, Ms. Gustavo J Soler G, of Confidential
(Name of employee) (Number, street, apt. no.)

Confidential
(City or town) State Zip Code

(Telephone number) (Driver's licence number - Do not request if number is same as Social Security Number)

_____ years of age, (was/have been employed by) Bitler
(Establishment)

_____ for the approximate period from _____ to past
(Location of establishment) (if still employed state "present")

as trabajador
(Occupation or description of duties)

Statement: Este año es mi primer año con Bitler. Empecé a trabajar hace doce días. Trabajé dos días en Maricopa feria y entonces Lumbo, California y llegué ayer (12:30 am) aquí en Santa Barbara, Calif. No tengo que pagar a nadie para obtener mi trabajo aquí. Tengo que pagar mi gastos hasta Monterray, Nuevo Leon. Despues Bitler paga los gastos para pasar la frontera.

Domingos son las dias de pago. Domingo pasado fue mi primer pago completo. Recibí $325 en efectivo. No hay talone.

(If additional space is needed continue on reverse)

Form WH-31 (Rev. May 2010)

B-25a

AR - 1096

Butler: 2018-TNE-19
Administrator's Exhibit
Ex. F-115, Page 179

No estoy pagando otros gastos. Vivendo, uniformes, transportación - todo. Son es gratis. Estoy Comprando mis propios comidas.

En doce dias recibí un dia libre. Normalmente estoy trabajando 40 horas cada semana.

No hay metodo para registrar Mis horas trabajados. Normalmente estoy trabajado dos o tres horas y despues un descanso de un hora o dos horas y despues dos o tres horas de trabajo. y entonces un hora o dos horas de descanso.

Desarmar Domingo ~~tarde~~ en la Noche ~~a las dos a la mañana~~ por dos horas - hasta tal vez 10 pm y viajamos y llegué aqui tal vez 12:30 en Santa Barbara. Lunes (ayer) trabajé como seis horas aqui. Empecé a trabajar a las 11:00am el Domingo pasado en Lunbo.

Omar y Benny son mis supervisores.

Yo he leido esté declaración y es la verdad.

Confidential

Confidential

Oscar Vazquez
[redacted]
[redacted]
[redacted]
[redacted](U.S. cell phone)

Interview taken: 04/23/2013

2013 season employed: 02/2013 to present

Foreman, Ride Assembling, Disassembling and Attending

I work assembling, disassembling the rides and checking that everything is good. I always work with this ride, the zipper. I work about 4 or 5 days a week, it all varies. I normally have Mondays off. When I assemble the rises we start about 9:00 am - 10:00 am and I am off about 5:00 pm - 6:00 pm. We are given about an hour and a half or two hours to eat. When the fair is open the opening time is different, on the weekdays it normally opens at 4:00 pm and it closes at 10:00 pm. On the weekends it opens about 11:00 am and it closes about 11:00 pm. I do not have to record the hours that I work every day, I do not know if the office records the hours. Assembling the rides can take 4 – 5 hours. I have to start work about 1 hour before the fair opens to the public in order to check the rides. When the fair closes I stop working, I do not have to work anymore. On the same day that the fair closes on the last day we have to start to disassemble the rides, if it closes at 10:00 pm we immediately start to disassemble. When we are done disassembling at the place of the fair we move on to the next place. I ride as a passenger in a 10-passenger van, I do not drive. During the time that the fair is open I work 2 hours and I am off for 2 hours. During the 2 hours I am completely free from work, I do not work at all. I do not have to pay anything for the transportation in the van. Before here I was in Lompoc, CA and after here I will be going to Indio, CA. I am paid $350 per week in cash. If I work more or less each week the pay amount will be the same at $350. I do not have to pay anything from my salary for things like to tools. The company pays for all of the trailer housing. The company gives us a shirt for uniforms, if we ask for another one we have to pay about $15.00. I have not had to pay anything for uniforms. Everyone has to buy their own food. I pay $45 each week together with other workers for the food and for the cook. Each week we are taken into town to wash, deposit the money, buy things or for whatever we need. I came last year to work, I worked the same hours. In my town in Veracruz we have a representative that tells us about the work and when it will start up again for the season. His name is Victor, I do not know if he has his own business. When we return to our town in Veracruz we check in with Victor so that he'll know that we returned. I have to pay about 3,500 pesos to Victor and he takes care of the bus

B-26

transportation from my town in Veracruz to Monterey. This amount also includes the paperwork that Victor does. The transportation from Monterey to the first worksite is paid for by the company. At the consulate I am interviewed for the job every year. I fill out an application in Mexico and again when I arrive in the U.S. When we arrive in the U.S. to work, on the same day that we fill out the application we have to do a drug test. Throughout the season we can be made to take the drug test at any time.
Translated and transcribed by RIC Ramon Huaracha 04-24-2013

B-26a

Personal Interview Statement

U.S. Department of Labor
Wage and Hour Division

U.S. Wage and Hour Division

This report is authorized by Section 11 of Fair Labor Standards Act and other Wage-Hour laws. While you are not required to respond, your cooperation is needed for the Wage Hour Division to make a determination of compliance under the applicable Act(s). Your identity will be kept confidential to the maximum extent possible under existing law.

04-23-2013
(Date)

Mr.
Miss
Mrs.

FAIR WARREN Fairgrounds
(Place of interview)

I, Ms. OSCAR VAZQUEZ, of Confidential
(Name of employee)

Confidential

Confidential (own) (U.S. cell) | State | Zip Code

(Telephone number) | passport # Confidential (Driver's licence number - Do not request if number is same as Social Security Number)

Confidential - (Mexico #)

718 years of age, (was/have been employed by) Butler Amusements, Inc.
(Establishment)

traveling carnival; corporate office: Beaverton, OR
(Location of establishment) for the approximate period from 03/2013 to Present
(if still employed state "present")

as Foreman
(Occupation or description of duties)

Statement: Trabajo armando y desarmando los raites y chequiando las que todo este bien. Siempre trabajo con este raite, Trabajo el ziever. como 4 o 5 dias por semana, todo varia. Normalmente descansemos los lunes. Cuando Armamos los raites (ren) entramos como a las 9:00am - 10:00am. y salgo como a los 5:00p.m. o a las 6:00p.M. Nos dan como hora y(en) a media o dos horas de descanso para comer. Cuando estas abiertas la feria el tiempo que abre es diferente, entre Semana normalmente se abre a las 4:00pm y se cierra como a las 10:00pm. Los fines de Semana se abre como a las 11:00am y se cierra como a las 11:00p.m. No tengo que grabar las horas que trabajo todos los dias, no se si la oficina graba las horas. Armando el raite

(If additional space is needed continue on reverse)

Form WH-31 (Rev. May 2010)

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AR - 1100

Butler: 2018-TNE-19
Administrator's Exhibit
Ex. F-119, Page 183

puede duran 4-5 horas y para desarman puede duran como 3-4 horas. Tengo que entran como una hora antes que abra la feria al publico para revisar el Raite. Cuando se cierra la feria para de trabajar, no tengo que trabajar mas. El mismo dia que se cierra la feria el el ultimo dia (RH) tenemos que comenzar a desarmar los raites, si se cierra a las 10:00pm. immediatamente comenzamos a desarmarlos. Acabando la feria en un lugar nos vamos al otro al otro lugar acabando de desarman. Me voy de pasajero en un van de 10 personas, no manijo. Durante el tiempo que este abierto la feria trabajo 2 horas y descanso 2 horas. Durante las 2 horas estoy completamente liberando de trabajo, no trabajo para nada. No tengo que pagar nada para la transportacion en la VAN. Antes de aquí estaba en Lompoc, CA despues de aquí me voy a ir a Indio, CA. Me pagan $350 por semana en efectivo. Si trabajo mas o menos cada semana la cantidad del pago va a ser igual a $350. No tengo que pagar nada de mi sueldo como para herramientas. La compania paga para toda la vivienda de las trailas. La compania nos da una camisa para uniformes, si pedimos otra tengo que pagar como $15.00. No he tenido que pagar nada para uniformes. Cada quien tiene que comprar su comida. Pago $45 dolares semanal (RH) juntos con otros trabajadores para la comida y para el cocinero. Cada semana nos llevan al pueblo para ir a lavar, depositar el dinero, comprar cosas o lo que sea. Viene el año pasado a trabajar, trabaje las mismas horas. El mi pueblo en Veracruz tenemos un

Personal Interview Statement

U.S. Department of Labor
Wage and Hour Division

U.S. Wage and Hour Division

This report is authorized by Section 11 of Fair Labor Standards Act and other Wage-Hour laws. While you are not required to respond, your cooperation is needed for the Wage Hour Division to make a determination of compliance under the applicable Act(s). Your identity will be kept confidential to the maximum extent possible under existing law.

04-23-2013
(Date)

Mr.
Miss
Mrs.

EARL WARREN Fairgrounds
(Place of interview)

I, Ms. Oscar Vasquez, of Confidential
(Name of employee)

Confidential
(City or town) State Zip Code

Confidential (US. cell)
(Telephone number)

Confidential (Mexico #)

PASSPORT # Confidential
(Driver's licence number - Do not request if number is same as Social Security Number)

118 years of age, (was/have been employed by) Butler Amusements, INC.
(Establishment)

traveling carnival, corporate office: for the approximate period from 03/2013 to Present
(Location of establishment) Beaumont, OR (if still employed state "present")

as
(Occupation or description of duties)

Statement: representante que nos dice del trabajo y cuando va a comenta otra vez para la temporada. El se llama Victor, no se si tiene su propio negocio. Cuando llegamos al pueblo de Veracruz nos reportamos con Victor para que sepa que llegamos. Tengo que paga como 3,500 pesos a Victor y el se alesia de la transportacion de mi pueblo en Veracruz hasta monterey en Autobus. Esta cantidad tambien incluye el papeleo que hace Victor. La trasportacion de Monterey hasta el primer sitio de trabajo lo PASA la COMPANIA. En el consulado me entrevistan para el trabajo cada año. llenamos una solicitud en Mexico y tambien (RH) llegando a los EEUU. Cuando llegamos a trabajar a los EEUU el mismo dia que a (RH) llenamos

(If additional space is needed continue on reverse)

Form WH-31 (Rev. May 2010)

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la Solicitud tenemos que a hacer una prueba de droga.
A transcurso de la temporada nos pueden a hacer
la prueba al ☒ cualquier tiempo.
[redacted] (RH)
[redacted] (RH)
He leido a lo de arriba y es verdad a lo mejor de mi conocimiento
Firma X Confidential
Fecha 04/23/2013
Taken By: Ramon Huaracha, RIC Confidential
04/23/2013

EMPLOYEE PERSONAL INTERVIEW STATEMENT

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

This report is authorized by Section 11 of the Fair Labor Standards Act and other Wage-Hour laws. While you are not required to respond, cooperation is needed for the Wage Hour Division to make a determination of compliance under the applicable Act(s). Your identity will be kept confidential to the maximum extent possible under existing law.

4/24/13	Fair	Confidential (Cellular)
(Date)	(Place of Interview)	(Employee Phone Number)

Felipe Villegas Quijano (Name of Employee)

Confidential Confidential (Number, Street, apt. no.)

18+ Years of age have been employed by Butler Amusement

Santa Barbara, CA (Location of establishment) for the approximate period 11 years to present

as Shop worker (Occupation or description of duties) (Social Security #)

Statement: I arrived to the United States on January 31, 2013. I arrived to Indio, CA on February 2, 2013 and the next day started working. The employer paid for my bus ticket for my trip, from my house to Indio, CA. I did not pay for my Visa or for the application; the employer paid for them. I only work in the shop repairing things; I do not work with the rides. In my first year working for the company, I had a nephew who worked for Butler. He is the person who told me there was work here. My nephew gave me the (phone) number for Victor, the recruiter. I interviewed with Victor and he helped me with all of the papers and application. I did not pay Victor money for the interview or for the help. Victor also told me the job conditions, like information about my pay. For my trip I stayed in a hotel in Monterrey for two nights. I paid for my hotel and for my food for the two nights. Monterrey is where the consulate is. I paid 100 pesos for my hotel; I stayed with four other people. I have two years now only working in the shop, but in the past years I worked with the rides. During the hours when the fair is open, I

B-27

just wait in the shop if anyone comes and needs something repaired. My hours are the hours when the fair is open. During the week I work four or five hours because the fairs are not open for many hours. But, I work a little more on the weekends because the hours of the fairs are more. On the weekends I work about six or seven hours. My shift starts one hour before the opening hour of the fair. When the fair closes I am finished with my day, I do not need to do more work. A normal schedule for a fair during the week is 4:00 PM to 11:00 PM or 12:00 AM. A normal schedule for the weekend is 11:00 AM or 12:00 PM to 11:00 PM or 12:00 AM. I and the other guy who works in the shop have an agreement for the breaks. If he wants to take a break, I work, and if I want to take a break he works. I am paid $395.00 each week in cash. My salary is always $395.00. I am not charged for the clothes or t-shirts. For me it is not necessary I have a company shirt, but I do have one. On average, I work 38 or 40 hours a week. Normally, I am given a day off on Monday. I am given a receipt with my money, but it stays in the office; I need to sign it. Antonio is the person who maintains my hours; I do not have my own (time) card or sheet to write my hours. I do not need to pay rent to live in the trailers. There are no minors under 18 working for the company.

"I have read the above and it is true to the best of my knowledge."

The original Interview was conducted and written in Spanish and signed by the Interviewee. This Interview was translated from Spanish into English for the benefit of the non Spanish reader by WHI Michael Ontiveros.

Personal Interview Statement

U.S. Department of Labor
Wage and Hour Division

U.S. Wage and Hour Division

This report is authorized by Section 11 of Fair Labor Standards Act and other Wage-Hour laws. While you are not required to respond, your cooperation is needed for the Wage Hour Division to make a determination of compliance under the applicable Act(s). Your identity will be kept confidential to the maximum extent possible under existing law.

4/24/13
(Date)

(Mr.)
Miss
Mrs.
I, Ms. Felipe Villegas Quigano, of Confidential
(Name of employee) (Number, street, apt. no.)

Confidential
(City or town) State Zip Code

Confidential (cellular)
(Telephone number) (Driver's licence number - Do not request if number is same as Social Security Number)

18 years of age, (was/have been employed by) Butler Amusement
(Establishment)

Santa Barbara, CA for the approximate period from 11 años to Presente
(Location of establishment) (if still employed state "present")

as Trabajo en el shop
(Occupation or description of duties)

Statement: Llegue a los estados Unidos el 31 de enero 2013. Llegue a Indio, CA el 2 de febrero 2013 y el proximo dia empeze a trabajar. El patron pago por mi billete de autobus para mi viaje, desde mi casa a Indio, CA. No page por mi visa, ni para algo de el application, el patron los paga. Solamente trabajo en el shop reparando casas. No trabajo con los juegos. En mi primero año trabajando por la compania, tenia un sobrino que estaba trabajando por Butler. El es la persona que me dijo que hay trabajo aqui. Mi sobrino me dio el numero para Victor, el contratista. Yo entreviste con Victor y el me ayudo con todos los papeles y application. Yo no page Victor dinero para la entrevista o por el ayuda Victor

(If additional space is needed continue on reverse)
Pagina 1 de 2

Form WH-31 (Rev. May 2010)

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también me dijo los condiciones de trabajo, como información sobre mi pago. Para mi viaje, si quede en un hotel en Monterrey por 2 noches. Yo si pago por mi hotel y para mi comida pagan los dos noches. Monterrey es adonde esta el consulado. Pago 100 pesos para mi hotel, quede con 4 otras personas. Ya tengo 2 años solo trabajando en el slup, pero en los años antes trabaje con los juegos. En las horas cuando las ~~ferias~~ feriias (M.U.) estan abierto, yo solamente esperar en el slup si alguien viene y necesitan algo ~~por~~ (M.U.) reparar. Mis horas no mas son las horas cuando la ~~feria~~ feria (M.U.) esta (M.U.) abierto. Durante la semana trabajo como 4 o 5 horas porque las ~~ferias~~ feria (M.U.) no estan abierto por ~~todo~~ (M.U.) tanto horas. Pero trabajo perquito horas en los fines de semana porque las horas de la ~~feria~~ feria (M.U.) son mas. En los fines de semana trabajo como 6 o 7 horas. Mi turno empeza una hora antes de la hora de abre de la ~~feria~~ feria (M.U.). Cuando cerra la ~~feria~~ feria (M.U.), yo acabo con mi dia, no necesito hacer mas trabajo. Un horario normal para uno ~~feria~~ feria (M.U.) durante la semana es 4:00 de la tarde hasta ~~to~~ (M.U.) 11:00 o 12:00 de la tarde. Y un horario para los fines de semana es 11:00 o 12:00 en la mañana hasta 11:00 o 12:00 en el tarde. Yo y el otro companero que trabaja en el slup tenemos un acuerdo para los descansos. Si el quiere tomar un break, yo trabajo y si yo quiero tomar mi break el trabaja. Me pagan $395.00 cada semana en efectivo. Mi sueldo siempre es $395.00. No me cobran para la ropa o las camisetas. Para mi no es necessario para tener una camiseta de la compania, pero si tengo. Por un promedio trabajo 38 a 40 horas por la semana. Normalmente me dan un dia de descanso, los lunes. Nio dan un recibo con mi

Personal Interview Statement

U.S. Department of Labor
Wage and Hour Division

U.S. Wage and Hour Division

This report is authorized by Section 11 of Fair Labor Standards Act and other Wage-Hour laws. While you are not required to respond, your cooperation is needed for the Wage Hour Division to make a determination of compliance under the applicable Act(s). Your identity will be kept confidential to the maximum extent possible under existing law.

4/24/13
(Date)

(Mr.)
Miss
Mrs.
I, Ms. Felipe Villagas Quijano, of Confidential
(Name of employee) (Number, street, apt. no.)

Confidential
(City or town) State Zip Code

Confidential (cellular)
(Telephone number) (Driver's licence number - Do not request if number is same as Social Security Number)

18 years of age, (was/have been employed by) Butler Amusement
(Establishment)

Santa Barbara, CA for the approximate period from 11 años to Presente
(Location of establishment) (if still employed state "present")

as Trabajo en el shop
(Occupation or description of duties)

Statement: Dinero, pero queda en la oficina; Necesito firmarlo. Antonio es la persona que maneja mis horas, pero no tengo mi propia tarjeta o hoja para escribir mis horas. No necesito pagar renta para vivir en los trailers. No hay menores de edad, menos de 18 trabajando por la compañía. He leído y entendido lo escrito por el investigador Confidential correcto basado mi conocimiento.

Firma: X Fecha: 04/24/13

Testigo: WHI Confidential 4/27/13

(If additional space is needed continue on reverse)

Form WH-31 (Rev. May 2010)

Página 2 de 2

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AR - 1108

Butler: 2018-TNE-19
Administrator's Exhibit
Ex. F-127, Page 191

Personal Interview Statement

U.S. Department of Labor
Wage and Hour Division

U.S. Wage and Hour Division

This report is authorized by Section 11 of Fair Labor Standards Act and other Wage-Hour laws. While you are not required to respond, your cooperation is needed for the Wage Hour Division to make a determination of compliance under the applicable Act(s). Your identity will be kept confidential to the maximum extent possible under existing law.

4.23.13
(Date)

Mr.
Miss
Mrs.

Santa Barbara / on site
(Place of interview)

I, Ms. Mary Lu Zepeda, of
(Name of employee) (Number, street, apt. no.)

(City or town) State Zip Code

Confidential [redacted]
(Telephone number)

(Driver's licence number - Do not request if number is same as Social Security Number)

_____ years of age, (was/have been employed by) Butler Amusements
(Establishment)

Santa Barbara/Beaverton for the approximate period from 2007 to Present
(Location of establishment) (if still employed state "present")

as Ride Safety Paperwork Admin 1 of 3
(Occupation or description of duties)

Statement: I do all the paper work for the rides. The rides are inspected every day. The training records are here too. The have to know how to use a harness & extinguisher. I do all that paper work.

In the drivers, I get the daily logs & scan them. I get the daily inspection sheets for the rides. A book is kept for each ride. They have a maintenance log & daily inspection sheets for each day the ride was open. Our first day was 2/15 in Indio. The foreman of the ride or any of the other ride workers initial the daily inspection sheet. The weekly & monthly have to be done by the foreman. I also track which rides need 3 month, 6 month or annual inspections.

(If additional space is needed continue on reverse)

Form WH-31 (Rev. May 2010)

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AR - 1109

Butler: 2018-TNE-19
Administrator's Exhibit
Ex. F-128, Page 192

I've been coming since 2007. The process is the same every year - even though I've been coming so long. I'm from Mexico City. I go to my appointment at the consulate. At the beginning I was a ticket seller. after 2 years. I insisted I wanted something different. Then I started doing this little by little - now it's a big thing. My hours vary a lot. Yesterday I worked 2 hrs. Today maybe 3. Tomorrow - I'll work from when we open till I finish my job. I don't have a certain time. My [redacted] boss is Bill Trax & Kurt. I don't supervise anyone. I'm in charge of the paperwork the rode guys have to do. I have an RV I stay in. I bought it & I keep it in Indio when I go back to Mexico - I have my car too. I don't have to drive anyone else - if I want to, I can - but I don't have to. On their breaks - the guys go & eat or sleep or go do laundry. They just go back to their bunkhouses or they may go look around at the fair grounds. They have the guys take a lot of breaks because sometimes we are open a long time. The heat is when they take more breaks because they can't work long periods. I'm paid a weekly salary. My salary increased when I moved to this position & when my responsibilities here grew. I would estimate that I work between 34-40 hours a week. I make work a long day one day, but the next day I'd quit early. Of the 100 workers we have here maybe around half are H2B workers. The US workers do a variety of jobs just like the H2B workers. The drivers bring me their log books. Some of the drivers are here now - others took the rides somewhere else. Kurt & Ron are

Personal Interview Statement

U.S. Department of Labor
Wage and Hour Division

U.S. Wage and Hour Division

This report is authorized by Section 11 of Fair Labor Standards Act and other Wage-Hour laws. While you are not required to respond, your cooperation is needed for the Wage Hour Division to make a determination of compliance under the applicable Act(s). Your identity will be kept confidential to the maximum extent possible under existing law.

4·23·13
(Date)

Mr.
Miss
Mrs.

on site / Santa Barbara
(Place of interview)

I, Ms. MaryLu Zepeda, of _____
(Name of employee) (Number, street, apt. no.)

_____ _____ _____
(City or town) State Zip Code

_____ _____
(Telephone number) (Driver's licence number - Do not request if number is same as Social Security Number)

_____ years of age, (was/have been employed by) _____
(Establishment)

_____ for the approximate period from _____ to _____
(Location of establishment) (if still employed state "present")

as 3 of 3
(Occupation or description of duties)

Statement: are the driver supervisors. Ron drives too. Someone in another office makes the routes. Kurt & Ron send the loads. The drivers can't drive more than so many hours a day. maybe 10. They are paid a salary. Some spots they have to drive a lot - other times - they could be stopped for 2 weeks - at that time they do maintenance & other things. There's no one under 18 working here.

I've read this & it's true to the best of my knowledge X

WH1 Confidential Confidential

(If additional space is needed continue on reverse)

Form WH-31 (Rev. May 2010)

B-28a

AR - 1111

Butler: 2018-TNE-19
Administrator's Exhibit
Ex. F-130, Page 194

Personal Interview Statement

U.S. Department of Labor
Wage and Hour Division

U.S. Wage and Hour Division

This report is authorized by Section 11 of Fair Labor Standards Act and other Wage-Hour laws. While you are not required to respond, your cooperation is needed for the Wage Hour Division to make a determination of compliance under the applicable Act(s). Your identity will be kept confidential to the maximum extent possible under existing law.

4/23/13
(Date)

Mr.
Miss
Mrs.
I, Ms. B.M Trumpet? Piccc? , of

SB Fairgrounds
(Place of interview)

(Name of employee)

(Number, street, apt. no.)

(City or town) | State | Zip Code

(Telephone number)

(Driver's licence number - Do not request if number is same as Social Security Number)

_____ years of age, (was/have been employed by) Butler Amusement
(Establishment)

Santa Barbara for the approximate period from _____ to _____
(Location of establishment) (if still employed state "present")

as Manager.
(Occupation or description of duties)

Statement: Those drivers who aren't used at SB sent to next location w/rides that aren't used at the fair. Occasionally call in contractors to fill in as needed. On site Butler electricians generally handle most things ride related. Curt does interview w/ EE each employment history so EE's can be placed as needed. Jamie is the EE employee assisted as a crew chief 2 full time H-2B at Space port trailer - Felipe + Jaime - two new guys - parts cleaning supplies for inspection. Inspection sheets handed out to parts trailer and given to Mary Lou who tracks. By 1020 most EE's should be back working for morning shift.

(2)

(If additional space is needed continue on reverse)

Form WH-31 (Rev. May 2010)

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AR - 1112

Butler: 2018-TNE-19
Administrator's Exhibit
Ex. F-131, Page 195

Bill Pierce? Truck? Ontario 4/23/13

Ferris wheel key 2-3 EES

Roller coaster 7 EES

Carousel 4 - 5 EES

Experienced crew w/ each ride

30 rides at Soboba location.

Open tonight at 7-9 open to 2 AM for prep

Finished set up 4/22/13

Put 9 rides up 4/22/13

13 EES in big location

$45/prep 3 meals day per week for cook and Carl

Cook is one of the employees

$45 is for food All cooking materials under tent

Everyone has designated break times EES work at any time

7-9 / evenings nearly all EES work 6 days time

Ride foreman figure ark Greeley

Foreman on big rides have been around 10-12 years

Every night told what time to start next morning

Placard by office has start time posted and then report to their ride

Mary Lou - Safety program + inspection.

1 hour before start time, Foreman crew inspect ride and bring to Mary Lou at front, indicate time checked on form.

Manager before, Indio after.

Fairgrounds Indio - start + end place

EES leave as there at end of season.

Some EES start in Phoenix.

Silver vans - EES ride in them from location to location

Gives access to go to store. Each vehicle has own driver for Laundry + will rent - open access. EES w/ driver license will take other workers. EES just cash weekly. Some EES from Mexico have CDLs.

(1)

Butler: 2018-TNE-19
Administrator's Exhibit
Ex. F-132, Page 196

Notes from Morning Meeting with Bill Trumack? Pierce? & Antonio 4/23/13

Each ride has 2-3 EEs

Roller Coaster 7 EEs

Giant Wheel 4-5 EEs

There is an experience crew with each ride

30 rides at the Santa Barbara location

Open tonight at 7 – 9 open to 2,00 people for press

Finished set up 4/22/13

Put 9 rides up 4/22/13

13 EEs in big brother

$45 apiece paid for 3 meals a day per week for cook and food

Cook is one of the employees

$45 is for food. All cooking materials are kept under the tent.

Everyone has designated break times, EES work it out among themselves.

Ride foreman will figure out the breaks.

Foremen on big rides have been around for 10-12 years

Every night the EEs are told what time they are going to start the next morning.

Placard by office has start times posted and they reporty to their ride.

Mary Lou = Safety Program & inspection, 1 hour before starting time foremen and crew inspect rides and bring that inform to Mary Lou at the front, indicates time checked in on form.

Maricopa before and Indio after.

Fairgrounds Indio – start and end place

EES leave cars there a the end of the season.

Some EEs start in Phoenix.

Silver Vans – Ees ride in them from location to location. They are given access to them to go to the store. Each vehicle has one driver for laundry and Wal-Mart. Open access. EE w/ driver license will take other workers. EEs are paid cash weekly. Some EEs from Mexico have CDLs.

B-29a

Those drivers who aren't needed at SB (Santa Barbara) are sent to the next location with rides that weren't used at this fair.

Occasionally they call in contractors to fill various needs. On site Butler electricians generally handle most things ride related. Curt does interview with EEs each spring to determine their work history so EEs can be placed as needed. Jamie is one EE example, used as a machinist. 2 full time H-2B EEs in spare parts trailer – Felipe and Jamie, they are the two main guys doing parts cleaning, supplies and inspections. Inspection sheets are handed into parts trailer and given to Mary Lou who translates them. By 10:20 am most employees should be back working for the morning shift.

WHI Miljoner observation: This statement taken at 10:30 and about a quarter of work force still not on worksite.

Employee Personal Interview Statement

U.S. Department of Labor
Wage and Hour Division

This report is authorized by Section 11 of the Fair Labor Standards Act and other Wage-Hour laws. While you are not required to respond, your cooperation is needed for the Wage Hour Division to make a determination of compliance under the applicable Act(s). Your identity will be kept confidential to the maximum extent possible under existing law.

4/23/13

On site – Santa Barbara
(Place of Interview)

Gina Tuttle
(Name)

(Number, Street, apt. no.)

(City or town) (State, Zip Code) (Telephone number)

over 18 years of age(was/is) employed by Butler Amusements

(Address of establishment) for the approximate period of (Dates employed)

as Payroll clerk
(Occupation or description of duties)

STATEMENT:

Notes from Meeting on 4/23/13 onsite at Santa Barbara Fair and Expo

I fill out the spreadsheet with the hours for each of the employees. We do payroll every week. They all get paid on Sunday. Everyone gets paid in cash. It comes in an envelope that has any draws recorded on it. The time cards that I make are stapled to the envelope. The employees check and sign the timecards and give it back to us. Then we put them in envelopes and mail them to headquarters. I do a summary of the hours that I send along with the signed timecards every week. On the days when the fair is open, the hours on the time cards are one hour before the fair opens and stops when the fair closes. The guys have to be at the rides an hour before to do safety checks. On the days the fair is not open, the time starts based on the time of the work call. The work call time for today was 10am. The supervisors report the actual hours to me- they let me know if someone didn't show up or was late. I enter in the times every day. I report to the supervisors of any employee is getting close to the cap- the cap is 38-39 hours. Then the supervisors make sure they aren't working more that week. Employees will rarely exceed 39 hours in a week. The supervisors fill out a roster that lists the ride and the guys who are assigned to that ride. The roster has a mark on it if the employee was there that day- it doesn't say the hours. There are 130 employees here today.

The CDL drivers also have time cards. They keep DOT log books as well. The trucking records are scanned by Marylu and sent to Santanilla and kept there.

I'm not sure of who the drivers of the vans that the guys go in from place to place are. I think one of them is Benny Hill. There are 2 vans and 2 or 3 busses that they use. – There are 5 vehicles total. The hours that they guys spend driving are not recorded. They do get paid extra for driving- but the drive time hours are not on the timecards. I didn't know we had to do that- but we probably should.

The only deductions we have are cash advances. We don't charge for rent. The meals and the cooks for the bunkhouses are arranged by the employees, we don't do any of that with payroll.

Usually a while the fair is open, employees will work 2 hours on 2 hours off. The set up usually take 3-4 hours. Sometimes we tear down the right after the fair closes on the last night- other times the tear down happens the next day, it depends on the schedule- but also there are local noise ordinances that we have to be aware of and not make too much noise after a certain hour or have the generators going after a certain hour. Last week, they did the tear down after the fair closed on Sunday. That's why you see hours on Monday for this week from 12 midnight to 3am. Days when the fair is not open, the hours on the time card are usually 9-5. Our weeks vary a lot depending on the schedule and the event. We sometimes have days where we only work 3 days and other days, we work 7.

The uniforms are a polo shirt and a hat- if they want it. Each employee is given their first set free. If they want any additional shirts or hats, they have to buy them for $15 for the shirts and the hats are $5-$7. We also give all the employees an ID card. If they lose the card, they have to pay $10 for a replacement- they started doing that because guys were losing them all the time. Since we started charging, they don't lose them as much.

Taken by WHI Aguilar

Employee Personal Interview Statement

U.S. Department of Labor
Wage and Hour Division

This report is authorized by Section 11 of the Fair Labor Standards Act and other Wage-Hour laws. While you are not required to respond, your cooperation is needed for the Wage Hour Division to make a determination of compliance under the applicable Act(s). Your identity will be kept confidential to the maximum extent possible under existing law.

4/23/13

On site – Santa Barbara
(Place of Interview)

Kurt Vomburg
(Name)

Confidential
(Number, Street, apt. no.)

[redacted]
(City or town)

[redacted]
(State, Zip Code)

[redacted]
(Telephone number)

over 18 years of age(was/is) employed by Butler Amusements

(Address of establishment) for the approximate period of (Dates employed)

as General Manager
(Occupation or description of duties)

STATEMENT:

Notes from Meeting on 4/23/13 onsite at Santa Barbara Fair and Expo

We just came from Lompoc, CA- it's about an hour away. They are just going to do the safety checks on the rides today. We will be open tonight, but only for the press. Tomorrow the fair starts and goes through Sunday. Today they'll start work at 10am, probably work till 12. Then they get the rest of the day off.
I am the General Manager here, my right hand is Bill Truax Confidential, my left hand, I guess would be Antonio Mendez. He's been coming back for 12 years. He's in charge of the spectaculars, he's the supervisor; under him is Raul Villa. The supervisor in charge of Kiddie Land is Vinnie Hill, under him is Omar Lopez. Omar is H2B and so is Antonio. The guy in charge of transportation- all the truck drivers, is Ron. The CDL truck drivers just drive the tractor trailers. They don't operate the rides- some of the truck drivers are H2B workers. Lance is my boss. Mary Lu is in the office- she does the ride inspection paperwork. She is an H2B worker too.

The guys go with the rides. We always start and end in Indio, California. The first H2B workers to come up are the ride foremen and the first men. Every ride has a foreman, first man and may have a helper. They learn the rides really well and stay with that ride. There are about 100 employees working here right now. We have 6 buses and pickups that the employees use for transportation.

The employees who work the spectaculars are paid $25 more a week. We do give pay raises, in $25 increments. The H2B will also get raises too- we make sure they start at the rate they left at when the next season starts. About 90% of our employees return year after year.

We have a shop here onsite that travels with us. They do repair and welding. All the employees in the shop are H2B workers.

The workers get break times throughout the day, they are rotating. From the hours of 7pm to 11pm everybody is working- that's our busy time when the fair is open.

Scott Grieves is the fair manager. The office manager is a gal named Pat.

The H2B workers live in the bunkhouses. There are 13 employees per bunk house. Each bunkhouse has 2 showers. There are tents for cooking outside the bunk houses. Each of the employees pay one guy in the bunk house $45 per week to buy food and cook all their meals for them. The cooks are H2B workers too- they work at the fair too- they get their salary, they just do the cooking on the side.

Taken by WHI Aguilar

Roster — Daily Sheet

MARCH 15TH-21ST, 2015

RIDE	NAME	MON	TUE	WED	THURS	FRI	SAT	SUN
BALLOON SAMBA	Apollo's McCorey Ignacio Carballo							
CROWN MGR	James Arroyo Dean Amaral							
EAGLE 16	Guadalupe Rodriguez Martin Garcia							
FLYING BOBS	Arnulfo Guevara Jesus Grajales Andres Andrade Carlos Rivera							
FOOTLOOSE	Mariano Roa Daniel Barrios Javier Hernandez Ovaldo ~~Lechero~~ Sanchez							
JUMPING JUMBO	Daniel Castro Gerardo Sanchez							
KITE FLYER								

LOLLI SWING

Tayo Lambert
Ancelmo Pazos

LOONEY TOOTER

Sybert Slack
Gustavo Soley

MOON WALKER

Ashley Pope
Franck Barajas

RAIDERS

Alfonso Guevara
~~[illegible]~~
Carlos Gonzalez

ROADSTERS

Jhonnie Nieves
Candido Castellanos

SCRAMBLER

Jose Gutierrez
Angel Lopez
Mike Pizzo
[illegible]

STARSHIP 3000

Antonio Contreras
Mucio Herrera

STATE FAIR SLIDE

Jaime Vazquez
Alfonso Mendoza

TILT

Jose Cruz Sanchez
Eduardo Cervantes

TOMMY KANGAROOO	Jerry Scoter
TOON TOWN	marla obreitz
	Balbina Rivera
VIPER	
	Eduardo Mota
	Roger Hernandez
ZIPPER	Martin Tejada
	Oscar Vazquez
	Jose Rodriguez
	Gabriel Bello
EXTRAS	Maximiliano ?
EXTRAS	Luis Gracia
	Gunnar Seier
	Arturo Santos
	Stephen Smith
	Linitia Jackson
	Ernesto Vidal
CLEAN UP	Reginald B Ross
	Martha Vargas
	Tina Mosher
SHOP	JAIME HERNANDEZ FELIPE VILLEGAS
ELECTRICAL	BOBBY MERTEN EDILBERTO SANTOS
	Luis Hernandez

MANAGEMENT

Antonio Mendez
Benni Hill
Omar Lopez

DRIVERS

NET: $225.00

NAME: JESUS GRAJALES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/15/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/16/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	4/17/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	4/18/2013	9 A.M	5 P.M.	4	4
FRIDAY	4/19/2013	10 A.M.	11 P.M.	8	5
SATURDAY	4/20/2013	9 A.M	11 P.M.	9.5	4.5
SUNDAY	4/21/2013	10 A.M.	12 A.M.	8	6

WORKWEEK HOURS TOTAL: 35

Confidential

EMPLOYEE SIGNATURE:

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/15/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/16/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	4/17/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	4/18/2013	9 A.M	5 P.M.	4	4
FRIDAY	4/19/2013	10 A.M.	11 P.M.	8	5
SATURDAY	4/20/2013	9 A.M	11 P.M.	8.5	5.5
SUNDAY	4/21/2013	10 A.M.	12 A.M.	8	6

WORKWEEK HOURS TOTAL: 36

Confidential

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PAY: $375.00
DRAWS: $0.00
NET: $375.00

NAME: JAVIER HERNANDEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/15/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/16/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	4/17/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	4/18/2013	9 A.M	5 P.M.	5	3
FRIDAY	4/19/2013	10 A.M.	11 P.M.	10	3
SATURDAY	4/20/2013	9 A.M	11 P.M.	8	6
SUNDAY	4/21/2013	10 A.M.	12 A.M.	8	6

WORKWEEK HOURS TOTAL: 33

Confidential

EMPLOYEE SIGNATURE:

PAY: $350.00
DRAWS: $40.00
NET: $310.00

NAME: ELDILBERTO SANTOS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/15/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/16/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	4/17/2013	9 A.M.	5 P.M.	2	6
THURSDAY	4/18/2013	9 A.M	5 P.M.	5	3
FRIDAY	4/19/2013	10 A.M.	11 P.M.	9.5	3.5
SATURDAY	4/20/2013	9 A.M	11 P.M.	6.5	7.5
SUNDAY	4/21/2013	10 A.M.	12 A.M.	7	7

WORKWEEK HOURS TOTAL: 36

Confidential

EMPLOYEE SIGNATURE:

PAY: $365.00
DRAWS: $0.00
NET: $365.00

NAME: ELPIDIO SEDANO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/15/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/16/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	4/17/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	4/18/2013	9 A.M	5 P.M.	5	3
FRIDAY	4/19/2013	10 A.M.	11 P.M.	5.5	7.5
SATURDAY	4/20/2013	9 A.M	11 P.M.	8	6
SUNDAY	4/21/2013	10 A.M.	12 A.M.	8	6

WORKWEEK HOURS TOTAL: 38

Confidential

EMPLOYEE SIGNATURE:

PAY: $745.0
DRAWS: $0.0
NET: $745.0

NAME: ANTONIO MENDEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOUR
MONDAY	4/15/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/16/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	4/17/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	4/18/2013	9 A.M	5 P.M.	5	3
FRIDAY	4/19/2013	10 A.M.	11 P.M.	8.5	4.5
SATURDAY	4/20/2013	9 A.M	11 P.M.	8	6
SUNDAY	4/21/2013	10 A.M.	12 A.M.	8	6

WORKWEEK HOURS TOTAL: 34

Confidential

EMPLOYEE SIGNATURE:

NET: $600.00

NAME: JOSE VENTURA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/15/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/16/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	4/17/2013	9 A.M.	5 P.M.	2	6
THURSDAY	4/18/2013	9 A.M	5 P.M.	5	3
FRIDAY	4/19/2013	10 A.M.	11 P.M.	9	4
SATURDAY	4/20/2013	9 A.M	11 P.M.	6.5	7.5
SUNDAY	4/21/2013	10 A.M.	12 A.M.	7	7

WORKWEEK HOURS TOTAL: 36.5

EMPLOYEE SIGNATURE: Confidential

NET: $375.00

NAME: MARTIN CAELA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/15/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/16/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	4/17/2013	9 A.M.	5 P.M.	2	6
THURSDAY	4/18/2013	9 A.M	5 P.M.	4	4
FRIDAY	4/19/2013	10 A.M.	11 P.M.	8	5
SATURDAY	4/20/2013	9 A.M	11 P.M.	8	6
SUNDAY	4/21/2013	10 A.M.	12 A.M.	8	6

WORKWEEK HOURS TOTAL: 36

EMPLOYEE SIGNATURE: Confidential

NAME: OSCAR JULIAN

DAY	DATE	IN	OUT	BREAKS	
MONDAY	4/15/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/16/2013	9 A.M	5 P.M.	2	[illegible]
WEDNESDAY	4/17/2013	9 A.M.	5 P.M.	2.5	5
THURSDAY	4/18/2013	9 A.M	5 P.M.	5	
FRIDAY	4/19/2013	10 A.M.	11 P.M.	8.5	[illegible]
SATURDAY	4/20/2013	9 A.M	11 P.M.	8	
SUNDAY	4/21/2013	10 A.M.	12 A.M.	8	6

WORKWEEK HOURS TOTAL: 34

EMPLOYEE SIGNATURE: Confidential

PAY: $600.0
DRAWS: $0.0
NET: $600.0

NAME: MARILU ZEPEDA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/15/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/16/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	4/17/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	4/18/2013	9 A.M	5 P.M.	5	3
FRIDAY	4/19/2013	10 A.M.	11 P.M.	5	8
SATURDAY	4/20/2013	9 A.M	11 P.M.	8	6
SUNDAY	4/21/2013	10 A.M.	12 A.M.	8	6

WORKWEEK HOURS TOTAL: 38.5

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: TINA MOSHER

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/15/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/16/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	4/17/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	4/18/2013	9 A.M	5 P.M.	5	3
FRIDAY	4/19/2013	10 A.M.	11 P.M.	9.5	3.5
SATURDAY	4/20/2013	9 A.M	11 P.M.	7	
SUNDAY	4/21/2013	10 A.M.	12 A.M.	7	

WORKWEEK HOURS TOTAL:

EMPLOYEE SIGNATURE: Confidential

DRAWS: $0.00
NET: $350.00

NAME: CONSTANTIN LOPEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/15/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/16/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	4/17/2013	9 A.M.	5 P.M.	2	6
THURSDAY	4/18/2013	9 A.M	5 P.M.	5	3
FRIDAY	4/19/2013	10 A.M.	11 P.M.	9.5	3.5
SATURDAY	4/20/2013	9 A.M	11 P.M.	7	7
SUNDAY	4/21/2013	10 A.M.	12 A.M.	8	6

WORKWEEK HOURS TOTAL: 35.5

EMPLOYEE SIGNATURE: Confidential

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NAME: SERGIO GUZMAN

NET: $500.00

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/15/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/16/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	4/17/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	4/18/2013	9 A.M	5 P.M.	4	4
FRIDAY	4/19/2013	10 A.M.	11 P.M.	8	5
SATURDAY	4/20/2013	9 A.M	11 P.M.	8.5	5.5
SUNDAY	4/21/2013	10 A.M.	12 A.M.	8	6

WORKWEEK HOURS TOTAL: 36

EMPLOYEE SIGNATURE:

Confidential

PAY: $375.00
DRAWS: $0.00
NET: $375.00

NAME: RICARDO HUERTA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/15/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/16/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	4/17/2013	9 A.M.	5 P.M.	2	6
THURSDAY	4/18/2013	9 A.M	5 P.M.	5	3
FRIDAY	4/19/2013	10 A.M.	11 P.M.	8	5
SATURDAY	4/20/2013	9 A.M	11 P.M.	8	6
SUNDAY	4/21/2013	10 A.M.	12 A.M.	8	6

WORKWEEK HOURS TOTAL: 36

EMPLOYEE SIGNATURE:

Confidential

PAY: $500.00
DRAWS: $100.00
NET: $400.00

NAME: WILLIAM MAULDIN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/15/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/16/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	4/17/2013	9 A.M.	5 P.M.	2	6
THURSDAY	4/18/2013	9 A.M	5 P.M.	5	3
FRIDAY	4/19/2013	10 A.M.	11 P.M.	9	4
SATURDAY	4/20/2013	9 A.M	11 P.M.	7	7
SUNDAY	4/21/2013	10 A.M.	12 A.M.	7	7

WORKWEEK HOURS TOTAL: 37

EMPLOYEE SIGNATURE:

Confidential

NAME: JOSE LUIS PENA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/15/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/16/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	4/17/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	4/18/2013	9 A.M	5 P.M.	5	3
FRIDAY	4/19/2013	10 A.M.	11 P.M.	8	5
SATURDAY	4/20/2013	9 A.M	11 P.M.	8	6
SUNDAY	4/21/2013	10 A.M.	12 A.M.	8	6

WORKWEEK HOURS TOTAL: 35.5

EMPLOYEE SIGNATURE:

Confidential

PAY: $500.00
DRAWS: $0.00
NET: $500.00

NAME: STEPHEN SMITH

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/15/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/16/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	4/17/2013	9 A.M.	5 P.M.	2	6
THURSDAY	4/18/2013	9 A.M	5 P.M.	5	3
FRIDAY	4/19/2013	10 A.M.	11 P.M.	9.5	3.5
SATURDAY	4/20/2013	9 A.M	11 P.M.	6.5	7.5
SUNDAY	4/21/2013	10 A.M.	12 A.M.	7	7

WORKWEEK HOURS TOTAL: 36

EMPLOYEE SIGNATURE:

Confidential

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DRAWS: $0.00
NET: $395.00

NAME: FELIPE VILLEGAS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/15/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/16/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	4/17/2013	9 A.M.	5 P.M.	2	6
THURSDAY	4/18/2013	9 A.M	5 P.M.	5	3
FRIDAY	4/19/2013	10 A.M.	11 P.M.	9	4
SATURDAY	4/20/2013	9 A.M	11 P.M.	6.5	7.5
SUNDAY	4/21/2013	10 A.M.	12 A.M.	7	7

WORKWEEK HOURS TOTAL: 36.5

EMPLOYEE SIGNATURE:

Confidential

DRAWS: $0.00
NET: $325.00

NAME: UBALDO SANCHEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/15/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/16/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	4/17/2013	9 A.M.	5 P.M.	2	6
THURSDAY	4/18/2013	9 A.M	5 P.M.	5	3
FRIDAY	4/19/2013	10 A.M.	11 P.M.	9	4
SATURDAY	4/20/2013	9 A.M	11 P.M.	6.5	7.5
SUNDAY	4/21/2013	10 A.M.	12 A.M.	7	7

WORKWEEK HOURS TOTAL: 36.5

EMPLOYEE SIGNATURE:

Confidential

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PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: MARTIN GARCIA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/15/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/16/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	4/17/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	4/18/2013	9 A.M	5 P.M.	5.5	2.5
FRIDAY	4/19/2013	10 A.M.	11 P.M.	9	4
SATURDAY	4/20/2013	9 A.M	11 P.M.	8	6
SUNDAY	4/21/2013	10 A.M.	12 A.M.	8	6

WORKWEEK HOURS TOTAL: 34.5

EMPLOYEE SIGNATURE:

Confidential

PAY: $325.00
DRAWS: $107.00
NET: $218.00

NAME: CORNELIO HERNANDEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/15/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/16/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	4/17/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	4/18/2013	9 A.M	5 P.M.	5	3
FRIDAY	4/19/2013	10 A.M.	11 P.M.	9	4
SATURDAY	4/20/2013	9 A.M	11 P.M.	8	6
SUNDAY	4/21/2013	10 A.M.	12 A.M.	8	6

WORKWEEK HOURS TOTAL: 34

EMPLOYEE SIGNATURE:

Confidential

Confidential

PAY: $900.00
DRAWS: $0.00
NET: $900.00

NAME: RON QUINT

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/15/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/16/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	4/17/2013	9 A.M.	5 P.M.	2	6
THURSDAY	4/18/2013	9 A.M	5 P.M.	5	3
FRIDAY	4/19/2013	10 A.M.	11 P.M.	9	4
SATURDAY	4/20/2013	9 A.M	11 P.M.	6	8
SUNDAY	4/21/2013	10 A.M.	12 A.M.	7	7

WORKWEEK HOURS TOTAL: 37

EMPLOYEE SIGNATURE:

Confidential

PAY: $400.00
DRAWS: $0.00
NET: $400.00

NAME: JAIME VAZQUEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/15/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/16/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	4/17/2013	9 A.M.	5 P.M.	2	6
THURSDAY	4/18/2013	9 A.M	5 P.M.	5	3
FRIDAY	4/19/2013	10 A.M.	11 P.M.	9	4
SATURDAY	4/20/2013	9 A.M	11 P.M.	6.5	7.5
SUNDAY	4/21/2013	10 A.M.	12 A.M.	7	7

WORKWEEK HOURS TOTAL: 36.5

EMPLOYEE SIGNATURE:

Confidential

NET: $390.00

NAME: AGUSTINE ESPINOZA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/15/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/16/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	4/17/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	4/18/2013	9 A.M	5 P.M.	4	4
FRIDAY	4/19/2013	10 A.M.	11 P.M.	8	5
SATURDAY	4/20/2013	9 A.M	11 P.M.	9.5	4.5
SUNDAY	4/21/2013	10 A.M.	12 A.M.	8	6

WORKWEEK HOURS TOTAL: 35

EMPLOYEE SIGNATURE: Confidential

NET: $500.00

NAME: SAUL ESTUDILLO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/15/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/16/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	4/17/2013	9 A.M.	5 P.M.	2	6
THURSDAY	4/18/2013	9 A.M	5 P.M.	4.5	3.5
FRIDAY	4/19/2013	10 A.M.	11 P.M.	8	5
SATURDAY	4/20/2013	9 A.M	11 P.M.	8	6
SUNDAY	4/21/2013	10 A.M.	12 A.M.	8	6

WORKWEEK HOURS TOTAL: 35.5

EMPLOYEE SIGNATURE: Confidential

PAY: $500.00
DRAWS: $0.00
NET: $500.00

NAME: DANIEL ANDRADE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/15/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/16/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	4/17/2013	9 A.M.	5 P.M.	3	5
THURSDAY	4/18/2013	9 A.M	5 P.M.	4	4
FRIDAY	4/19/2013	10 A.M.	11 P.M.	7	6
SATURDAY	4/20/2013	9 A.M	11 P.M.	8	6
SUNDAY	4/21/2013	10 A.M.	12 A.M.	8	6

WORKWEEK HOURS TOTAL: 36

EMPLOYEE SIGNATURE: Confidential

PAY: ~~$500.00~~
DRAWS: ~~$0.00~~
NET: ~~$500.00~~

Pay Stubs - Draws & Net Pays

NAME: GUSTAVO GAMERO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/15/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/16/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	4/17/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	4/18/2013	9 A.M	5 P.M.	5.5	2.5
FRIDAY	4/19/2013	10 A.M.	11 P.M.	9	4
SATURDAY	4/20/2013	9 A.M	11 P.M.	8	6
SUNDAY	4/21/2013	10 A.M.	12 A.M.	8	6

WORKWEEK HOURS TOTAL: 34.5

EMPLOYEE SIGNATURE: Confidential Confidential

PAY: $500.00
DRAWS: $0.00
NET: $500.00

NAME: FERNANDO PREZA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/15/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/16/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	4/17/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	4/18/2013	9 A.M	5 P.M.	5	3
FRIDAY	4/19/2013	10 A.M.	11 P.M.	8	5
SATURDAY	4/20/2013	9 A.M	11 P.M.	8	6
SUNDAY	4/21/2013	10 A.M.	12 A.M.	8	6

WORKWEEK HOURS TOTAL: 34.5

Confidential

PAY: $500.00
DRAWS: $0.00
NET: $500.00

NAME: JOSE ORTEGA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/15/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/16/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	4/17/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	4/18/2013	9 A.M	5 P.M.	5	3
FRIDAY	4/19/2013	10 A.M.	11 P.M.	9.5	3.5
SATURDAY	4/20/2013	9 A.M	11 P.M.	7	7
SUNDAY	4/21/2013	10 A.M.	12 A.M.	7	7

WORKWEEK HOURS TOTAL: 36

Confidential

NAME: MARTIN TEJEDA

NET: $270.00

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/15/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/16/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	4/17/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	4/18/2013	9 A.M	5 P.M.	5	3
FRIDAY	4/19/2013	10 A.M.	11 P.M.	5	8
SATURDAY	4/20/2013	9 A.M	11 P.M.	8	6
SUNDAY	4/21/2013	10 A.M.	12 A.M.	8	6

WORKWEEK HOURS TOTAL: 38.5

EMPLOYEE SIGNATURE: Confidential

NAME: JAIME HERNANDEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/15/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/16/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	4/17/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	4/18/2013	9 A.M	5 P.M.	4	4
FRIDAY	4/19/2013	10 A.M.	11 P.M.	9	4
SATURDAY	4/20/2013	9 A.M	11 P.M.	7.5	6.5
SUNDAY	4/21/2013	10 A.M.	12 A.M.	8	6

WORKWEEK HOURS TOTAL: 36

EMPLOYEE SIGNATURE: Confidential

PAY: $500.00
DRAWS: $0.00
NET: $500.00

NAME: RON PIERCE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/15/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/16/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	4/17/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	4/18/2013	9 A.M	5 P.M.	5	3
FRIDAY	4/19/2013	10 A.M.	11 P.M.	8.5	4.5
SATURDAY	4/20/2013	9 A.M	11 P.M.	8	6
SUNDAY	4/21/2013	10 A.M.	12 A.M.	8	6

WORKWEEK HOURS TOTAL: 34

EMPLOYEE SIGNATURE: Confidential

PAY: $375.00
DRAWS: $0.00
NET: $375.00

NAME: ANDRES ANDRADE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/15/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/16/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	4/17/2013	9 A.M.	5 P.M.	2	6
THURSDAY	4/18/2013	9 A.M	5 P.M.	4	4
FRIDAY	4/19/2013	10 A.M.	11 P.M.	8	5
SATURDAY	4/20/2013	9 A.M	11 P.M.	8	6
SUNDAY	4/21/2013	10 A.M.	12 A.M.	8	6

WORKWEEK HOURS TOTAL: 36

EMPLOYEE SIGNATURE: Confidential

PAY: $525.00
DRAWS: $67.00
NET: $458.00

NAME: OMAR LOPEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/15/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/16/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	4/17/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	4/18/2013	9 A.M	5 P.M.	5	3
FRIDAY	4/19/2013	10 A.M.	11 P.M.	8.5	4.5
SATURDAY	4/20/2013	9 A.M	11 P.M.	8	6
SUNDAY	4/21/2013	10 A.M.	12 A.M.	8	6

WORKWEEK HOURS TOTAL: 34

EMPLOYEE SIGNATURE: Confidential

NAME: MAXIMILIAN ENRIQUEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/15/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/16/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	4/17/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	4/18/2013	9 A.M	5 P.M.	5.5	2.5
FRIDAY	4/19/2013	10 A.M.	11 P.M.	9	4
SATURDAY	4/20/2013	9 A.M	11 P.M.	8	6
SUNDAY	4/21/2013	10 A.M.	12 A.M.	8	6

WORKWEEK HOURS TOTAL: 34.5

EMPLOYEE SIGNATURE: Confidential

Back Wage Computation — Average Wage Rates
Butler Amusements, Inc. and Michael Brajevich

WWE	EE Name	Job performed	Location	Wage Rate	Weekly rate paid	Total PWR due	Total Due	HW x WW	Total Due Per EE
02/09/2013	Saul Estadillo Herrera	Driver	Holtville, CA	$ 19.84	$ 500.00	$ 793.60	$ 293.60	40	
02/16/2013	Saul Estadillo Herrera	Driver	Sunnyside, WA	$ 19.84	$ 500.00	$ 793.60	$ 293.60	40	
02/23/2013	Saul Estadillo Herrera	Driver	Indio, CA	$ 19.84	$ 500.00	$ 793.60	$ 293.60	40	
03/02/2013	Saul Estadillo Herrera	Driver	Goodyear, AZ	$ 19.84	$ 500.00	$ 793.60	$ 293.60	40	
03/09/2013	Saul Estadillo Herrera	Driver	Chandler, AZ	$ 19.84	$ 500.00	$ 793.60	$ 293.60	40	
03/16/2013	Saul Estadillo Herrera	Driver	Soledad, CA	$ 19.84	$ 500.00	$ 793.60	$ 293.60	40	
03/23/2013	Saul Estadillo Herrera	Driver	Phoenix, AZ	$ 19.84	$ 500.00	$ 793.60	$ 293.60	40	
03/30/2013	Saul Estadillo Herrera	Driver	Modesto, CA	$ 19.84	$ 500.00	$ 793.60	$ 293.60	40	
04/06/2013	Saul Estadillo Herrera	Driver	Antelope, CA	$ 19.84	$ 500.00	$ 793.60	$ 293.60	40	
04/13/2013	Saul Estadillo Herrera	Driver	Tracy, CA	$ 19.84	$ 500.00	$ 793.60	$ 293.60	40	
04/20/2013	Saul Estadillo Herrera	Driver	Lompoc, CA	$ 19.84	$ 500.00	$ 793.60	$ 293.60	40	$ 3,229.60
02/09/2013	Gustavo Gamero	Driver	Holtville, CA	$ 19.84	$ 500.00	$ 793.60	$ 293.60	40	
02/16/2013	Gustavo Gamero	Driver	Sunnyside, WA	$ 19.84	$ 500.00	$ 793.60	$ 293.60	40	
02/23/2013	Gustavo Gamero	Driver	Indio, CA	$ 19.84	$ 500.00	$ 793.60	$ 293.60	40	
03/02/2013	Gustavo Gamero	Driver	Goodyear, AZ	$ 19.84	$ 500.00	$ 793.60	$ 293.60	40	
03/09/2013	Gustavo Gamero	Driver	Chandler, AZ	$ 19.84	$ 500.00	$ 793.60	$ 293.60	40	
03/16/2013	Gustavo Gamero	Driver	Soledad, CA	$ 19.84	$ 500.00	$ 793.60	$ 293.60	40	
03/23/2013	Gustavo Gamero	Driver	Phoenix, AZ	$ 19.84	$ 500.00	$ 793.60	$ 293.60	40	
03/30/2013	Gustavo Gamero	Driver	Modesto, CA	$ 19.84	$ 500.00	$ 793.60	$ 293.60	40	
04/06/2013	Gustavo Gamero	Driver	Antelope, CA	$ 19.84	$ 500.00	$ 793.60	$ 293.60	40	
04/13/2013	Gustavo Gamero	Driver	Tracy, CA	$ 19.84	$ 500.00	$ 793.60	$ 293.60	40	
04/20/2013	Gustavo Gamero	Driver	Lompoc, CA	$ 19.84	$ 500.00	$ 793.60	$ 293.60	40	$ 3,229.60
02/16/2013	Jose Ivan Ortega	Driver	Sunnyside, WA	$ 19.84	$ 500.00	$ 793.60	$ 293.60	40	
02/23/2013	Jose Ivan Ortega	Driver	Indio, CA	$ 19.84	$ 500.00	$ 793.60	$ 293.60	40	
03/02/2013	Jose Ivan Ortega	Driver	Goodyear, AZ	$ 19.84	$ 500.00	$ 793.60	$ 293.60	40	
03/09/2013	Jose Ivan Ortega	Driver	Chandler, AZ	$ 19.84	$ 500.00	$ 793.60	$ 293.60	40	
03/16/2013	Jose Ivan Ortega	Driver	Soledad, CA	$ 19.84	$ 500.00	$ 793.60	$ 293.60	40	
03/23/2013	Jose Ivan Ortega	Driver	Phoenix, AZ	$ 19.84	$ 500.00	$ 793.60	$ 293.60	40	
03/30/2013	Jose Ivan Ortega	Driver	Modesto, CA	$ 19.84	$ 500.00	$ 793.60	$ 293.60	40	
04/06/2013	Jose Ivan Ortega	Driver	Antelope, CA	$ 19.84	$ 500.00	$ 793.60	$ 293.60	40	
04/13/2013	Jose Ivan Ortega	Driver	Tracy, CA	$ 19.84	$ 500.00	$ 793.60	$ 293.60	40	
04/20/2013	Jose Ivan Ortega	Driver	Lompoc, CA	$ 19.84	$ 500.00	$ 793.60	$ 293.60	40	$ 2,936.00

Back Wage Computation: Average Wage Rates
Butler Amusements, Inc. and Michael Brajevich

WWE	EE Name	Job performed	Location	Wage Rate	Weekly rate paid	Total PWR due	Total Due	HW x WW	Total Due Per EE
02/09/2013	Fernando Preza	Driver	Holtville, CA	$ 19.84	$ 500.00	$ 793.60	$ 293.60	40	
02/16/2013	Fernando Preza	Driver	Sunnyside, WA	$ 19.84	$ 500.00	$ 793.60	$ 293.60	40	
02/23/2013	Fernando Preza	Driver	Indio, CA	$ 19.84	$ 500.00	$ 793.60	$ 293.60	40	
03/02/2013	Fernando Preza	Driver	Goodyear, AZ	$ 19.84	$ 500.00	$ 793.60	$ 293.60	40	
03/09/2013	Fernando Preza	Driver	Chandler, AZ	$ 19.84	$ 500.00	$ 793.60	$ 293.60	40	
03/16/2013	Fernando Preza	Driver	Soledad, CA	$ 19.84	$ 500.00	$ 793.60	$ 293.60	40	
03/23/2013	Fernando Preza	Driver	Phoenix, AZ	$ 19.84	$ 500.00	$ 793.60	$ 293.60	40	
03/30/2013	Fernando Preza	Driver	Modesto, CA	$ 19.84	$ 500.00	$ 793.60	$ 293.60	40	
04/06/2013	Fernando Preza	Driver	Antelope, CA	$ 19.84	$ 500.00	$ 793.60	$ 293.60	40	
04/13/2013	Fernando Preza	Driver	Tracy, CA	$ 19.84	$ 500.00	$ 793.60	$ 293.60	40	
04/20/2013	Fernando Preza	Driver	Lompoc, CA	$ 19.84	$ 500.00	$ 793.60	$ 293.60	40	$ 3,229.60
02/09/2013	Omar Lopez	Supervisor	Yakima, WA	$ 20.06	$ 525.00	$ 802.40	$ 277.40	40	
02/16/2013	Omar Lopez	Supervisor	Sunnyside, WA	$ 20.06	$ 525.00	$ 802.40	$ 277.40	40	
02/23/2013	Omar Lopez	Supervisor	Indio, CA	$ 20.06	$ 525.00	$ 802.40	$ 277.40	40	
03/02/2013	Omar Lopez	Supervisor	Jurupa Valley, CA	$ 20.06	$ 525.00	$ 802.40	$ 277.40	40	
03/09/2013	Omar Lopez	Supervisor	Chandler, AZ	$ 20.06	$ 525.00	$ 802.40	$ 277.40	40	
03/16/2013	Omar Lopez	Supervisor	Wenatchee, WA	$ 20.06	$ 525.00	$ 802.40	$ 277.40	40	
03/23/2013	Omar Lopez	Supervisor	Phoenix, AZ	$ 20.06	$ 525.00	$ 802.40	$ 277.40	40	
03/30/2013	Omar Lopez	Supervisor	Moses Lake, WA	$ 20.06	$ 525.00	$ 802.40	$ 277.40	40	
04/06/2013	Omar Lopez	Supervisor	Antelope, CA	$ 20.06	$ 525.00	$ 802.40	$ 277.40	40	
04/13/2013	Omar Lopez	Supervisor	Phoenix, AZ	$ 20.06	$ 525.00	$ 802.40	$ 277.40	40	
04/20/2013	Omar Lopez	Supervisor	Lompoc, CA	$ 20.06	$ 525.00	$ 802.40	$ 277.40	40	$ 3,051.40
02/09/2013	Antonio Mendez	Supervisor	Yakima, WA	$ 20.06	$ 745.00	$ 802.40	$ 57.40	40	
02/16/2013	Antonio Mendez	Supervisor	Sunnyside, WA	$ 20.06	$ 745.00	$ 802.40	$ 57.40	40	
02/23/2013	Antonio Mendez	Supervisor	Indio, CA	$ 20.06	$ 745.00	$ 802.40	$ 57.40	40	
03/02/2013	Antonio Mendez	Supervisor	Jurupa Valley, CA	$ 20.06	$ 745.00	$ 802.40	$ 57.40	40	
03/09/2013	Antonio Mendez	Supervisor	Chandler, AZ	$ 20.06	$ 745.00	$ 802.40	$ 57.40	40	
03/16/2013	Antonio Mendez	Supervisor	Wenatchee, WA	$ 20.06	$ 745.00	$ 802.40	$ 57.40	40	
03/23/2013	Antonio Mendez	Supervisor	Phoenix, AZ	$ 20.06	$ 745.00	$ 802.40		40	
03/30/2013	Antonio Mendez	Supervisor	Moses Lake, WA	$ 20.06	$ 745.00	$ 802.40	$ 57.40	40	
04/06/2013	Antonio Mendez	Supervisor	Antelope, CA	$ 20.06	$ 745.00	$ 802.40	$ 57.40	40	
04/13/2013	Antonio Mendez	Supervisor	Phoenix, AZ	$ 20.06	$ 745.00	$ 802.40	$ 57.40	40	
04/20/2013	Antonio Mendez	Supervisor	Lompoc, CA	$ 20.06	$ 745.00	$ 802.40	$ 57.40	40	$ 574.00

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Administrator's Exhibit
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Back Wage Computations Average Wage Rates
Butler Amusements, Inc. and Michael Brajevich

WWE	EE Name	Job performed	Location	Wage Rate	Weekly rate paid	Total PWR due	Total Due	HW x WW	Total Due Per EE
02/09/2013	Felipe Villegas Quijano	Shop Worker	Yakima, WA	$ 19.37	$ 395.00	$ 774.80	$ 379.80	40	
02/16/2013	Felipe Villegas Quijano	Shop Worker	Sunnyside, WA	$ 19.37	$ 395.00	$ 774.80	$ 379.80	40	
02/23/2013	Felipe Villegas Quijano	Shop Worker	Indio, CA	$ 19.37	$ 395.00	$ 774.80	$ 379.80	40	
03/02/2013	Felipe Villegas Quijano	Shop Worker	Ellensburg, WA	$ 19.37	$ 395.00	$ 774.80	$ 379.80	40	
03/09/2013	Felipe Villegas Quijano	Shop Worker	Hesperia, CA	$ 19.37	$ 395.00	$ 774.80	$ 379.80	40	
03/16/2013	Felipe Villegas Quijano	Shop Worker	Soledad, CA	$ 19.37	$ 395.00	$ 774.80	$ 379.80	40	
03/23/2013	Felipe Villegas Quijano	Shop Worker	Phoenix, AZ	$ 19.37	$ 395.00	$ 774.80	$ 379.80	40	
03/30/2013	Felipe Villegas Quijano	Shop Worker	Modesto, CA	$ 19.37	$ 395.00	$ 774.80	$ 379.80	40	
04/06/2013	Felipe Villegas Quijano	Shop Worker	Antelope, CA	$ 19.37	$ 395.00	$ 774.80	$ 379.80	40	
04/13/2013	Felipe Villegas Quijano	Shop Worker	Spokane, WA	$ 19.37	$ 395.00	$ 774.80	$ 379.80	40	
04/20/2013	Felipe Villegas Quijano	Shop Worker	Lompoc, CA	$ 19.37	$ 395.00	$ 774.80	$ 379.80	40	$ 4,177.80
02/09/2013	Jaime Hernandez	Shop Worker	Yakima, WA	$ 19.37	$ 475.00	$ 774.80	$ 299.80	40	
02/16/2013	Jaime Hernandez	Shop Worker	Sunnyside, WA	$ 19.37	$ 475.00	$ 774.80	$ 299.80	40	
02/23/2013	Jaime Hernandez	Shop Worker	Indio, CA	$ 19.37	$ 475.00	$ 774.80	$ 299.80	40	
03/02/2013	Jaime Hernandez	Shop Worker	Ellensburg, WA	$ 19.37	$ 475.00	$ 774.80	$ 299.80	40	
03/09/2013	Jaime Hernandez	Shop Worker	Hesperia, CA	$ 19.37	$ 475.00	$ 774.80	$ 299.80	40	
03/16/2013	Jaime Hernandez	Shop Worker	Soledad, CA	$ 19.37	$ 475.00	$ 774.80	$ 299.80	40	
03/23/2013	Jaime Hernandez	Shop Worker	Phoenix, AZ	$ 19.37	$ 475.00	$ 774.80	$ 299.80	40	
03/30/2013	Jaime Hernandez	Shop Worker	Modesto, CA	$ 19.37	$ 475.00	$ 774.80	$ 299.80	40	
04/06/2013	Jaime Hernandez	Shop Worker	Antelope, CA	$ 19.37	$ 475.00	$ 774.80	$ 299.80	40	
04/13/2013	Jaime Hernandez	Shop Worker	Spokane, WA	$ 19.37	$ 475.00	$ 774.80	$ 299.80	40	
04/20/2013	Jaime Hernandez	Shop Worker	Lompoc, CA	$ 19.37	$ 475.00	$ 774.80	$ 299.80	40	$ 3,297.80

Back Wage Computations: Average Wage Rates
Butler Amusements, Inc. and Michael Brajevich

WWE	EE Name	Job performed	Location	Wage Rate	Weekly rate paid	Total PWR due	Total Due	HW x WW	Total Due Per EE
02/09/2013	Sergio Guzman	Driver	Holtville, CA	$ 19.84	$ 500.00	$ 793.60	$ 293.60	40	
02/16/2013	Sergio Guzman	Driver	Sunnyside, WA	$ 19.84	$ 500.00	$ 793.60	$ 293.60	40	
02/23/2013	Sergio Guzman	Driver	Indio, CA	$ 19.84	$ 500.00	$ 793.60	$ 293.60	40	
03/02/2013	Sergio Guzman	Driver	Goodyear, AZ	$ 19.84	$ 500.00	$ 793.60	$ 293.60	40	
03/09/2013	Sergio Guzman	Driver	Chandler, AZ	$ 19.84	$ 500.00	$ 793.60	$ 293.60	40	
03/16/2013	Sergio Guzman	Driver	Soledad, CA	$ 19.84	$ 500.00	$ 793.60	$ 293.60	40	
03/23/2013	Sergio Guzman	Driver	Phoenix, AZ	$ 19.84	$ 500.00	$ 793.60	$ 293.60	40	
03/30/2013	Sergio Guzman	Driver	Modesto, CA	$ 19.84	$ 500.00	$ 793.60	$ 293.60	40	
04/06/2013	Sergio Guzman	Driver	Antelope, CA	$ 19.84	$ 500.00	$ 793.60	$ 293.60	40	
04/13/2013	Sergio Guzman	Driver	Tracy, CA	$ 19.84	$ 500.00	$ 793.60	$ 293.60	40	
04/20/2013	Sergio Guzman	Driver	Lompoc, CA	$ 19.84	$ 500.00	$ 793.60	$ 293.60	40	$ 3,229.60
								Grand Total	$ 26,955.40

Average Wage Rate based on itinerary
Butler Amusements, Inc. and Michael Brajevich

Start Date	End Date	City, State	Driver Rate	Supervisor Rate	Admin Rate	Shop Rate
2/1/2013	2/10/2013	Yakima, WA	$ 16.96	$ 20.05	$ 14.57	$ 17.40
2/7/2013	2/10/2013	Holtville, CA	$ 15.63	$ 20.45	$ 16.75	$ 17.94
2/14/2013	2/17/2013	Sunnyside, WA	$ 16.96	$ 20.05	$ 14.57	$ 17.40
2/15/2013	2/18/2013	Cloverdale, CA	$ 21.23	$ 22.46	$ 16.25	$ 20.41
2/21/2013	2/24/2013	Petaluma, CA	$ 21.23	$ 22.46	$ 16.25	$ 20.41
2/15/2013	2/28/2013	Indio, CA	$ 20.95	$ 19.11	$ 13.05	$ 18.41
2/22/2013	3/3/2013	Ellensburg, WA	$ 18.26	$ 18.55	$ 15.71	$ 17.77
2/28/2013	3/3/2013	Goodyear, AZ	$ 20.92	$ 19.31	$ 17.48	$ 17.63
2/28/2013	3/3/2013	Jurupa Valley, CA	$ 20.95	$ 19.11	$ 13.05	$ 18.41
2/28/2013	3/3/2013	El Mirage, CA	$ 20.95	$ 19.11	$ 13.05	$ 18.41
3/7/2013	3/10/2013	Hesperia, CA	$ 20.95	$ 19.11	$ 13.05	$ 18.41
3/8/2013	3/10/2013	Chandler, AZ	$ 20.92	$ 19.31	$ 17.48	$ 17.63
3/1/2013	3/14/2013	Oakland, CA	$ 20.43	$ 21.05	$ 15.91	$ 21.44
3/7/2013	3/17/2013	Wenatchee, WA	$ 18.55	$ 18.97	$ 16.84	$ 19.41
3/14/2013	3/17/2013	Soledad, CA	$ 19.35	$ 22.25	$ 16.66	$ 19.90
3/14/2013	3/17/2013	Manteca, CA	$ 20.21	$ 17.69	$ 16.46	$ 20.20
3/15/2013	3/24/2013	Hayward, CA	$ 20.43	$ 21.05	$ 15.91	$ 21.44
3/15/2013	3/24/2013	Phoenix, AZ	$ 20.92	$ 19.31	$ 17.48	$ 17.63
3/15/2013	3/24/2013	Mesa, AZ	$ 20.92	$ 19.31	$ 17.48	$ 17.63
3/22/2013	3/31/2013	Oakland, CA	$ 20.43	$ 21.05	$ 15.91	$ 21.44
3/22/2013	3/31/2013	Moses Lake, WA	$ 18.26	$ 18.55	$ 15.71	$ 17.77
3/22/2013	3/31/2013	Modesto, CA	$ 20.23	$ 17.59	$ 11.74	$ 19.84

Average Wage Rate based on itinerary
Butler Amusements, Inc. and Michael Brajevich

Start Date	End Date	City, State	Driver Rate	Supervisor Rate	Admin Rate	Shop Rate
3/28/2013	3/31/2013	Martinez, CA	$ 20.43	$ 21.05	$ 15.91	$ 21.44
4/2/2013	4/7/2013	Yuma, AZ	$ 16.53	$ 15.66	$ 18.37	$ 14.55
4/4/2013	4/7/2013	Bay Point, CA	$ 20.43	$ 21.05	$ 15.91	$ 21.44
4/4/2013	4/7/2013	Antelope CA	$ 19.58	$ 20.41	$ 12.73	$ 20.40
4/4/2013	4/7/2013	Santa Rosa, CA	$ 21.23	$ 22.46	$ 16.25	$ 20.41
4/5/2013	4/14/2013	Spokane, WA	$ 18.99	$ 20.27	$ 15.15	$ 18.83
4/10/2013	4/14/2013	Phoenix, AZ	$ 20.92	$ 19.31	$ 17.48	$ 17.63
4/11/2013	4/14/2013	Richmond, CA	$ 20.43	$ 21.05	$ 15.91	$ 21.44
4/11/2013	4/14/2013	Tracy, CA	$ 20.21	$ 17.69	$ 16.46	$ 20.20
4/11/2013	4/14/2013	Daly City, CA	$ 22.23	$ 24.15	$ 18.88	$ 23.49
4/19/2013	4/21/2013	San Mateo, CA	$ 22.23	$ 24.15	$ 18.88	$ 23.49
4/19/2013	4/21/2013	Lompoc, CA	$ 18.75	$ 20.09	$ 13.71	$ 19.43
4/18/2013	4/28/2013	Pullman, WA	$ 16.85	$ 18.95	$ 16.24	$ 18.12
		Average Wage Rate	**$ 19.84**	**$ 20.06**	**$ 15.81**	**$ 19.37**

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You selected the All Industries database for 7/2012 - 6/2013.

Your search returned the following: Print Format

Area Code:	44700
Area Title:	Stockton, CA MSA
OES/SOC Code:	53-3032
OES/SOC Title:	Heavy and Tractor-Trailer Truck Drivers
GeoLevel:	1
Level 1 Wage:	$15.13 hour - $31,470 year
Level 2 Wage:	$17.67 hour - $36,754 year
Level 3 Wage:	$20.21 hour - $42,037 year
Level 4 Wage:	$22.75 hour - $47,320 year
Mean Wage (H-2B):	$20.21 hour - $42,037 year

This wage applies to the following O*Net occupations:

53-3032.00 Heavy and Tractor-Trailer Truck Drivers

Drive a tractor-trailer combination or a truck with a capacity of at least 26,000 pounds Gross Vehiclè Weight (GVW). May be required to unload truck. Requires commercial drivers' license.
O*Net™ JobZone: 2
Education & Training Code: No Level Set

For information on determining the proper occupation and wage level see the new Prevailing Wage Guidance on the Skill Level page.

The prevailing wage must be at, or above the federal or state or local minimum wage, whichever is higher. The federal minimum wage is $7.25/hr effective July 24, 2009.

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FLC Wage Results New Quick Search New Search Wizard

You selected the All Industries database for 7/2012 - 6/2013.

Your search returned the following: Print Format

Area Code:	42220
Area Title:	Santa Rosa-Petaluma, CA MSA
OES/SOC Code:	53-3032
OES/SOC Title:	Heavy and Tractor-Trailer Truck Drivers
GeoLevel:	1
Level 1 Wage:	$15.88 hour - $33,030 year
Level 2 Wage:	$18.60 hour - $38,688 year
Level 3 Wage:	$21.32 hour - $44,346 year
Level 4 Wage:	$24.04 hour - $50,003 year
Mean Wage (H-2B):	$21.32 hour - $44,346 year

This wage applies to the following O*Net occupations:

53-3032.00 **Heavy and Tractor-Trailer Truck Drivers**

Drive a tractor-trailer combination or a truck with a capacity of at least 26,000 pounds Gross Vehicle Weight (GVW). May be required to unload truck. Requires commercial drivers' license.
O*Net™ JobZone: 2
Education & Training Code: No Level Set

For information on determining the proper occupation and wage level see the new Prevailing Wage Guidance on the Skill Level page.

The prevailing wage must be at, or above the federal or state or local minimum wage, whichever is higher. The federal minimum wage is $7.25/hr effective July 24, 2009.

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FLC Wage Results New Quick Search New Search Wizard

You selected the All Industries database for 7/2012 - 6/2013.

Your search returned the following: Print Format

Area Code:	42060
Area Title:	Santa Barbara-Santa Maria, CA MSA
OES/SOC Code:	53-3032
OES/SOC Title:	Heavy and Tractor-Trailer Truck Drivers
GeoLevel:	1
Level 1 Wage:	$14.34 hour - $29,827 year
Level 2 Wage:	$16.55 hour - $34,424 year
Level 3 Wage:	$18.75 hour - $39,000 year
Level 4 Wage:	$20.96 hour - $43,597 year
Mean Wage (H-2B):	$18.75 hour - $39,000 year

This wage applies to the following O*Net occupations:

53-3032.00 Heavy and Tractor-Trailer Truck Drivers

Drive a tractor-trailer combination or a truck with a capacity of at least 26,000 pounds Gross Vehicle Weight (GVW). May be required to unload truck. Requires commercial drivers' license.
O*Net™ JobZone: 2
Education & Training Code: No Level Set

For information on determining the proper occupation and wage level see the new Prevailing Wage Guidance on the Skill Level page.

The prevailing wage must be at, or above the federal or state or local minimum wage, whichever is higher. The federal minimum wage is $7.25/hr effective July 24, 2009.

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You selected the All Industries database for 7/2012 - 6/2013.

Your search returned the following: Print Format

Area Code:	41884
Area Title:	San Francisco-San Mateo-Redwood City, CA Metropolitan Division
OES/SOC Code:	53-3032
OES/SOC Title:	Heavy and Tractor-Trailer Truck Drivers
GeoLevel:	1
Level 1 Wage:	$15.00 hour - $31,200 year
Level 2 Wage:	$18.61 hour - $38,709 year
Level 3 Wage:	$22.23 hour - $46,238 year
Level 4 Wage:	$25.84 hour - $53,747 year
Mean Wage (H-2B):	$22.23 hour - $46,238 year

This wage applies to the following O*Net occupations:

53-3032.00 Heavy and Tractor-Trailer Truck Drivers

Drive a tractor-trailer combination or a truck with a capacity of at least 26,000 pounds Gross Vehicle Weight (GVW). May be required to unload truck. Requires commercial drivers' license.
O*Net™ JobZone: 2
Education & Training Code: No Level Set

For information on determining the proper occupation and wage level see the new Prevailing Wage Guidance on the Skill Level page.

The prevailing wage must be at, or above the federal or state or local minimum wage, whichever is higher. The federal minimum wage is $7.25/hr effective July 24, 2009.

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You selected the All Industries database for 7/2012 - 6/2013.

Your search returned the following: Print Format

Area Code:	41500
Area Title:	Salinas, CA MSA
OES/SOC Code:	53-3032
OES/SOC Title:	Heavy and Tractor-Trailer Truck Drivers
GeoLevel:	1
Level 1 Wage:	$13.25 hour - $27,560 year
Level 2 Wage:	$16.30 hour - $33,904 year
Level 3 Wage:	$19.34 hour - $40,227 year
Level 4 Wage:	$22.39 hour - $46,571 year
Mean Wage (H-2B):	$19.35 hour - $40,248 year

This wage applies to the following O*Net occupations:

53-3032.00 Heavy and Tractor-Trailer Truck Drivers

Drive a tractor-trailer combination or a truck with a capacity of at least 26,000 pounds Gross Vehicle Weight (GVW). May be required to unload truck. Requires commercial drivers' license.
O*Net™ JobZone: 2
Education & Training Code: No Level Set

For information on determining the proper occupation and wage level see the new Prevailing Wage Guidance on the Skill Level page.

The prevailing wage must be at, or above the federal or state or local minimum wage, whichever is higher. The federal minimum wage is $7.25/hr effective July 24, 2009.

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You selected the All Industries database for 7/2012 - 6/2013.

Your search returned the following: Print Format

Area Code:	40900
Area Title:	Sacramento--Arden-Arcade--Roseville, CA MSA
OES/SOC Code:	53-3032
OES/SOC Title:	Heavy and Tractor-Trailer Truck Drivers
GeoLevel:	1
Level 1 Wage:	$13.85 hour - $28,808 year
Level 2 Wage:	$16.72 hour - $34,778 year
Level 3 Wage:	$19.58 hour - $40,726 year
Level 4 Wage:	$22.45 hour - $46,696 year
Mean Wage (H-2B):	$19.58 hour - $40,726 year

This wage applies to the following O*Net occupations:

53-3032.00 Heavy and Tractor-Trailer Truck Drivers

Drive a tractor-trailer combination or a truck with a capacity of at least 26,000 pounds Gross Vehicle Weight (GVW). May be required to unload truck. Requires commercial drivers' license.
O*Net™ JobZone: 2
Education & Training Code: No Level Set

For information on determining the proper occupation and wage level see the new Prevailing Wage Guidance on the Skill Level page.

The prevailing wage must be at, or above the federal or state or local minimum wage, whichever is higher. The federal minimum wage is $7.25/hr effective July 24, 2009.

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You selected the All Industries database for 7/2012 - 6/2013.

Your search returned the following: Print Format

Area Code:	40140
Area Title:	Riverside-San Bernardino-Ontario, CA MSA
OES/SOC Code:	53-3032
OES/SOC Title:	Heavy and Tractor-Trailer Truck Drivers
GeoLevel:	1
Level 1 Wage:	$14.68 hour - $30,534 year
Level 2 Wage:	$17.81 hour - $37,045 year
Level 3 Wage:	$20.95 hour - $43,576 year
Level 4 Wage:	$24.08 hour - $50,086 year
Mean Wage (H-2B):	$20.95 hour - $43,576 year

This wage applies to the following O*Net occupations:

53-3032.00 **Heavy and Tractor-Trailer Truck Drivers**

Drive a tractor-trailer combination or a truck with a capacity of at least 26,000 pounds Gross Vehicle Weight (GVW). May be required to unload truck. Requires commercial drivers' license.
O*Net™ JobZone: 2
Education & Training Code: No Level Set

For information on determining the proper occupation and wage level see the new Prevailing Wage Guidance on the Skill Level page.

The prevailing wage must be at, or above the federal or state or local minimum wage, whichever is higher. The federal minimum wage is $7.25/hr effective July 24, 2009.

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FLC Wage Results New Quick Search New Search Wizard

You selected the All Industries database for 7/2012 - 6/2013.

Your search returned the following: Print Format

Area Code:	36084
Area Title:	Oakland-Fremont-Hayward, CA Metropolitan Division
OES/SOC Code:	53-3032
OES/SOC Title:	Heavy and Tractor-Trailer Truck Drivers
GeoLevel:	1
Level 1 Wage:	$14.70 hour - $30,576 year
Level 2 Wage:	$17.56 hour - $36,525 year
Level 3 Wage:	$20.43 hour - $42,494 year
Level 4 Wage:	$23.29 hour - $48,443 year
Mean Wage (H-2B):	$20.43 hour - $42,494 year

This wage applies to the following O*Net occupations:

53-3032.00 Heavy and Tractor-Trailer Truck Drivers

Drive a tractor-trailer combination or a truck with a capacity of at least 26,000 pounds Gross Vehicle Weight (GVW). May be required to unload truck. Requires commercial drivers' license.
O*Net™ JobZone: 2
Education & Training Code: No Level Set

For information on determining the proper occupation and wage level see the new Prevailing Wage Guidance on the Skill Level page.

The prevailing wage must be at, or above the federal or state or local minimum wage, whichever is higher. The federal minimum wage is $7.25/hr effective July 24, 2009.

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FLC Wage Results New Quick Search New Search Wizard

You selected the All Industries database for 7/2012 - 6/2013.

Your search returned the following: Print Format

Area Code:	33700
Area Title:	Modesto, CA MSA
OES/SOC Code:	53-3032
OES/SOC Title:	Heavy and Tractor-Trailer Truck Drivers
GeoLevel:	1
Level 1 Wage:	$13.20 hour - $27,456 year
Level 2 Wage:	$16.72 hour - $34,778 year
Level 3 Wage:	$20.23 hour - $42,078 year
Level 4 Wage:	$23.75 hour - $49,400 year
Mean Wage (H-2B):	$20.23 hour - $42,078 year

This wage applies to the following O*Net occupations:

53-3032.00 Heavy and Tractor-Trailer Truck Drivers

Drive a tractor-trailer combination or a truck with a capacity of at least 26,000 pounds Gross Vehicle Weight (GVW). May be required to unload truck. Requires commercial drivers' license.
O*Net™ JobZone: 2
Education & Training Code: No Level Set

For information on determining the proper occupation and wage level see the new Prevailing Wage Guidance on the Skill Level page.

The prevailing wage must be at, or above the federal or state or local minimum wage, whichever is higher. The federal minimum wage is $7.25/hr effective July 24, 2009.

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FLC Wage Results New Quick Search New Search Wizard

You selected the All Industries database for 7/2012 - 6/2013.

Your search returned the following: Print Format

Area Code:	20940
Area Title:	El Centro, CA MSA
OES/SOC Code:	53-3032
OES/SOC Title:	Heavy and Tractor-Trailer Truck Drivers
GeoLevel:	1
Level 1 Wage:	$11.46 hour - $23,837 year
Level 2 Wage:	$13.54 hour - $28,163 year
Level 3 Wage:	$15.63 hour - $32,510 year
Level 4 Wage:	$17.71 hour - $36,837 year
Mean Wage (H-2B):	$15.63 hour - $32,510 year

This wage applies to the following O*Net occupations:

53-3032.00 Heavy and Tractor-Trailer Truck Drivers

Drive a tractor-trailer combination or a truck with a capacity of at least 26,000 pounds Gross Vehicle Weight (GVW). May be required to unload truck. Requires commercial drivers' license.
O*Net™ JobZone: 2
Education & Training Code: No Level Set

For information on determining the proper occupation and wage level see the new Prevailing Wage Guidance on the Skill Level page.

The prevailing wage must be at, or above the federal or state or local minimum wage, whichever is higher. The federal minimum wage is $7.25/hr effective July 24, 2009.

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FLC Wage Results New Quick Search New Search Wizard

You selected the All Industries database for 7/2012 - 6/2013.

Your search returned the following: Print Format

Area Code:	49740
Area Title:	Yuma, AZ MSA
OES/SOC Code:	53-3032
OES/SOC Title:	Heavy and Tractor-Trailer Truck Drivers
GeoLevel:	1
Level 1 Wage:	$11.51 hour - $23,941 year
Level 2 Wage:	$14.02 hour - $29,162 year
Level 3 Wage:	$16.53 hour - $34,382 year
Level 4 Wage:	$19.04 hour - $39,603 year
Mean Wage (H-2B):	$16.53 hour - $34,382 year

This wage applies to the following O*Net occupations:

53-3032.00 Heavy and Tractor-Trailer Truck Drivers

Drive a tractor-trailer combination or a truck with a capacity of at least 26,000 pounds Gross Vehicle Weight (GVW). May be required to unload truck. Requires commercial drivers' license.
O*Net™ JobZone: 2
Education & Training Code: No Level Set

For information on determining the proper occupation and wage level see the new Prevailing Wage Guidance on the Skill Level page.

The prevailing wage must be at, or above the federal or state or local minimum wage, whichever is higher. The federal minimum wage is $7.25/hr effective July 24, 2009.

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FLC Wage Results New Quick Search New Search Wizard

You selected the All Industries database for 7/2012 - 6/2013.

Your search returned the following: Print Format

Area Code:	38060
Area Title:	Phoenix-Mesa-Scottsdale, AZ MSA
OES/SOC Code:	53-3032
OES/SOC Title:	Heavy and Tractor-Trailer Truck Drivers
GeoLevel:	1
Level 1 Wage:	$15.13 hour - $31,470 year
Level 2 Wage:	$18.03 hour - $37,502 year
Level 3 Wage:	$20.92 hour - $43,514 year
Level 4 Wage:	$23.82 hour - $49,546 year
Mean Wage (H-2B):	$20.92 hour - $43,514 year

This wage applies to the following O*Net occupations:

53-3032.00 **Heavy and Tractor-Trailer Truck Drivers**

Drive a tractor-trailer combination or a truck with a capacity of at least 26,000 pounds Gross Vehicle Weight (GVW). May be required to unload truck. Requires commercial drivers' license.
O*Net™ JobZone: 2
Education & Training Code: No Level Set

For information on determining the proper occupation and wage level see the new Prevailing Wage Guidance on the Skill Level page.

The prevailing wage must be at, or above the federal or state or local minimum wage, whichever is higher. The federal minimum wage is $7.25/hr effective July 24, 2009.

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FLC Wage Results New Quick Search New Search Wizard

You selected the All Industries database for 7/2012 - 6/2013.

Your search returned the following: Print Format

Area Code:	49420
Area Title:	Yakima, WA MSA
OES/SOC Code:	53-3032
OES/SOC Title:	Heavy and Tractor-Trailer Truck Drivers
GeoLevel:	1
Level 1 Wage:	$13.94 hour - $28,995 year
Level 2 Wage:	$15.45 hour - $32,136 year
Level 3 Wage:	$16.97 hour - $35,298 year
Level 4 Wage:	$18.48 hour - $38,438 year
Mean Wage (H-2B):	$16.96 hour - $35,277 year

This wage applies to the following O*Net occupations:

53-3032.00 Heavy and Tractor-Trailer Truck Drivers

Drive a tractor-trailer combination or a truck with a capacity of at least 26,000 pounds Gross Vehicle Weight (GVW). May be required to unload truck. Requires commercial drivers' license.
O*Net™ JobZone: 2
Education & Training Code: No Level Set

For information on determining the proper occupation and wage level see the new Prevailing Wage Guidance on the Skill Level page.

The prevailing wage must be at, or above the federal or state or local minimum wage, whichever is higher. The federal minimum wage is $7.25/hr effective July 24, 2009.

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Technical Support & Help FAQ page.

FLC Wage Results New Quick Search New Search Wizard

You selected the All Industries database for 7/2012 - 6/2013.

Your search returned the following: Print Format

Area Code:	5300004
Area Title:	Eastern Washington nonmetropolitan area
OES/SOC Code:	53-3032
OES/SOC Title:	Heavy and Tractor-Trailer Truck Drivers
GeoLevel:	1
Level 1 Wage:	$12.69 hour - $26,395 year
Level 2 Wage:	$14.77 hour - $30,722 year
Level 3 Wage:	$16.85 hour - $35,048 year
Level 4 Wage:	$18.93 hour - $39,374 year
Mean Wage (H-2B):	$16.85 hour - $35,048 year

This wage applies to the following O*Net occupations:

53-3032.00 Heavy and Tractor-Trailer Truck Drivers

Drive a tractor-trailer combination or a truck with a capacity of at least 26,000 pounds Gross Vehicle Weight (GVW). May be required to unload truck. Requires commercial drivers' license.
O*Net™ JobZone: 2
Education & Training Code: No Level Set

For information on determining the proper occupation and wage level see the new Prevailing Wage Guidance on the Skill Level page.

The prevailing wage must be at, or above the federal or state or local minimum wage, whichever is higher. The federal minimum wage is $7.25/hr effective July 24, 2009.

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Technical Support & Help FAQ page.

FLC Wage Results New Quick Search New Search Wizard

You selected the All Industries database for 7/2012 - 6/2013.

Your search returned the following: Print Format

Area Code:	44060
Area Title:	Spokane, WA MSA
OES/SOC Code:	53-3032
OES/SOC Title:	Heavy and Tractor-Trailer Truck Drivers
GeoLevel:	1
Level 1 Wage:	$13.68 hour - $28,454 year
Level 2 Wage:	$16.33 hour - $33,966 year
Level 3 Wage:	$18.99 hour - $39,499 year
Level 4 Wage:	$21.64 hour - $45,011 year
Mean Wage (H-2B):	$18.99 hour - $39,499 year

This wage applies to the following O*Net occupations:

53-3032.00 Heavy and Tractor-Trailer Truck Drivers

Drive a tractor-trailer combination or a truck with a capacity of at least 26,000 pounds Gross Vehicle Weight (GVW). May be required to unload truck. Requires commercial drivers' license.
O*Net™ JobZone: 2
Education & Training Code: No Level Set

For information on determining the proper occupation and wage level see the new Prevailing Wage Guidance on the Skill Level page.

The prevailing wage must be at, or above the federal or state or local minimum wage, whichever is higher. The federal minimum wage is $7.25/hr effective July 24, 2009.

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Technical Support & Help FAQ page.

FLC Wage Results New Quick Search New Search Wizard

You selected the All Industries database for 7/2012 - 6/2013.

Your search returned the following: Print Format

Area Code:	5300003
Area Title:	Central Washington nonmetropolitan area
OES/SOC Code:	53-3032
OES/SOC Title:	Heavy and Tractor-Trailer Truck Drivers
GeoLevel:	1
Level 1 Wage:	$14.71 hour - $30,597 year
Level 2 Wage:	$16.49 hour - $34,299 year
Level 3 Wage:	$18.26 hour - $37,981 year
Level 4 Wage:	$20.04 hour - $41,683 year
Mean Wage (H-2B):	$18.26 hour - $37,981 year

This wage applies to the following O*Net occupations:

53-3032.00 Heavy and Tractor-Trailer Truck Drivers

Drive a tractor-trailer combination or a truck with a capacity of at least 26,000 pounds Gross Vehicle Weight (GVW). May be required to unload truck. Requires commercial drivers' license.
O*Net™ JobZone: 2
Education & Training Code: No Level Set

For information on determining the proper occupation and wage level see the new Prevailing Wage Guidance on the Skill Level page.

The prevailing wage must be at, or above the federal or state or local minimum wage, whichever is higher. The federal minimum wage is $7.25/hr effective July 24, 2009.

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FLC Wage Results New Quick Search New Search Wizard

You selected the All Industries database for 7/2012 - 6/2013.

Your search returned the following: Print Format

Area Code:	48300
Area Title:	Wenatchee, WA MSA
OES/SOC Code:	53-3032
OES/SOC Title:	Heavy and Tractor-Trailer Truck Drivers
GeoLevel:	1
Level 1 Wage:	$13.96 hour - $29,037 year
Level 2 Wage:	$16.26 hour - $33,821 year
Level 3 Wage:	$18.55 hour - $38,584 year
Level 4 Wage:	$20.85 hour - $43,368 year
Mean Wage (H-2B):	$18.55 hour - $38,584 year

This wage applies to the following O*Net occupations:

53-3032.00 Heavy and Tractor-Trailer Truck Drivers

Drive a tractor-trailer combination or a truck with a capacity of at least 26,000 pounds Gross Vehicle Weight (GVW). May be required to unload truck. Requires commercial drivers' license.
O*Net™ JobZone: 2
Education & Training Code: No Level Set

For information on determining the proper occupation and wage level see the new Prevailing Wage Guidance on the Skill Level page.

The prevailing wage must be at, or above the federal or state or local minimum wage, whichever is higher. The federal minimum wage is $7.25/hr effective July 24, 2009.

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FLC Wage Results New Quick Search New Search Wizard

You selected the All Industries database for 7/2012 - 6/2013.

Your search returned the following: Print Format

Area Code:	49740
Area Title:	Yuma, AZ MSA
OES/SOC Code:	39-1021
OES/SOC Title:	First-Line Supervisors of Personal Service Workers
GeoLevel:	1
Level 1 Wage:	$10.16 hour - $21,133 year
Level 2 Wage:	$12.91 hour - $26,853 year
Level 3 Wage:	$15.65 hour - $32,552 year
Level 4 Wage:	$18.40 hour - $38,272 year
Mean Wage (H-2B):	$15.66 hour - $32,573 year

This wage applies to the following O*Net occupations:

39-1021.00 First-Line Supervisors of Personal Service Workers

Directly supervise and coordinate activities of personal service workers, such as flight attendants, hairdressers, or caddies.
O*Net™ JobZone: 3
Education & Training Code: No Level Set

39-1021.01 Spa Managers

Plan, direct, or coordinate activities of a spa facility. Coordinate programs, schedule and direct staff, and oversee financial activities.
O*Net™ JobZone: 3
Education & Training Code: No Level Set

For information on determining the proper occupation and wage level see the new Prevailing Wage Guidance on the Skill Level page.

The prevailing wage must be at, or above the federal or state or local minimum wage, whichever is higher. The federal minimum wage is $7.25/hr effective July 24, 2009.

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FLC Wage Results New Quick Search New Search Wizard

You selected the All Industries database for 7/2012 - 6/2013.

Your search returned the following: Print Format

Area Code:	38060
Area Title:	Phoenix-Mesa-Scottsdale, AZ MSA
OES/SOC Code:	39-1021
OES/SOC Title:	First-Line Supervisors of Personal Service Workers
GeoLevel:	1
Level 1 Wage:	$11.69 hour - $24,315 year
Level 2 Wage:	$15.50 hour - $32,240 year
Level 3 Wage:	$19.31 hour - $40,165 year
Level 4 Wage:	$23.12 hour - $48,090 year
Mean Wage (H-2B):	$19.31 hour - $40,165 year

This wage applies to the following O*Net occupations:

39-1021.00 First-Line Supervisors of Personal Service Workers

Directly supervise and coordinate activities of personal service workers, such as flight attendants, hairdressers, or caddies.
O*Net™ JobZone: 3
Education & Training Code: No Level Set

39-1021.01 Spa Managers

Plan, direct, or coordinate activities of a spa facility. Coordinate programs, schedule and direct staff, and oversee financial activities.
O*Net™ JobZone: 3
Education & Training Code: No Level Set

For information on determining the proper occupation and wage level see the new Prevailing Wage Guidance on the Skill Level page.

The prevailing wage must be at, or above the federal or state or local minimum wage, whichever is higher. The federal minimum wage is $7.25/hr effective July 24, 2009.

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FLC Wage Results New Quick Search New Search Wizard

You selected the All Industries database for 7/2012 - 6/2013.

Your search returned the following: Print Format

Area Code:	49420
Area Title:	Yakima, WA MSA
OES/SOC Code:	39-1021
OES/SOC Title:	First-Line Supervisors of Personal Service Workers
GeoLevel:	1
Level 1 Wage:	$11.05 hour - $22,984 year
Level 2 Wage:	$15.55 hour - $32,344 year
Level 3 Wage:	$20.05 hour - $41,704 year
Level 4 Wage:	$24.55 hour - $51,064 year
Mean Wage (H-2B):	$20.05 hour - $41,704 year

This wage applies to the following O*Net occupations:

39-1021.00 First-Line Supervisors of Personal Service Workers

Directly supervise and coordinate activities of personal service workers, such as flight attendants, hairdressers, or caddies.
O*Net™ JobZone: 3
Education & Training Code: No Level Set

39-1021.01 Spa Managers

Plan, direct, or coordinate activities of a spa facility. Coordinate programs, schedule and direct staff, and oversee financial activities.
O*Net™ JobZone: 3
Education & Training Code: No Level Set

For information on determining the proper occupation and wage level see the new Prevailing Wage Guidance on the Skill Level page.

The prevailing wage must be at, or above the federal or state or local minimum wage, whichever is higher. The federal minimum wage is $7.25/hr effective July 24, 2009.

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FLC Wage Results New Quick Search New Search Wizard

You selected the All Industries database for 7/2012 - 6/2013.

Your search returned the following: Print Format

Area Code:	5300004
Area Title:	Eastern Washington nonmetropolitan area
OES/SOC Code:	39-1021
OES/SOC Title:	First-Line Supervisors of Personal Service Workers
GeoLevel:	1
Level 1 Wage:	$12.19 hour - $25,355 year
Level 2 Wage:	$15.57 hour - $32,386 year
Level 3 Wage:	$18.96 hour - $39,437 year
Level 4 Wage:	$22.34 hour - $46,467 year
Mean Wage (H-2B):	$18.95 hour - $39,416 year

This wage applies to the following O*Net occupations:

39-1021.00 First-Line Supervisors of Personal Service Workers

Directly supervise and coordinate activities of personal service workers, such as flight attendants, hairdressers, or caddies.
O*Net™ JobZone: 3
Education & Training Code: No Level Set

39-1021.01 Spa Managers

Plan, direct, or coordinate activities of a spa facility. Coordinate programs, schedule and direct staff, and oversee financial activities.
O*Net™ JobZone: 3
Education & Training Code: No Level Set

For information on determining the proper occupation and wage level see the new Prevailing Wage Guidance on the Skill Level page.

The prevailing wage must be at, or above the federal or state or local minimum wage, whichever is higher. The federal minimum wage is $7.25/hr effective July 24, 2009.

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FLC Wage Results New Quick Search New Search Wizard

You selected the All Industries database for 7/2012 - 6/2013.

Your search returned the following: Print Format

Area Code:	44060
Area Title:	Spokane, WA MSA
OES/SOC Code:	39-1021
OES/SOC Title:	First-Line Supervisors of Personal Service Workers
GeoLevel:	1
Level 1 Wage:	$14.51 hour - $30,181 year
Level 2 Wage:	$17.39 hour - $36,171 year
Level 3 Wage:	$20.27 hour - $42,162 year
Level 4 Wage:	$23.15 hour - $48,152 year
Mean Wage (H-2B):	$20.27 hour - $42,162 year

This wage applies to the following O*Net occupations:

39-1021.00 First-Line Supervisors of Personal Service Workers

Directly supervise and coordinate activities of personal service workers, such as flight attendants, hairdressers, or caddies.
O*Net™ JobZone: 3
Education & Training Code: No Level Set

39-1021.01 Spa Managers

Plan, direct, or coordinate activities of a spa facility. Coordinate programs, schedule and direct staff, and oversee financial activities.
O*Net™ JobZone: 3
Education & Training Code: No Level Set

For information on determining the proper occupation and wage level see the new Prevailing Wage Guidance on the Skill Level page.

The prevailing wage must be at, or above the federal or state or local minimum wage, whichever is higher. The federal minimum wage is $7.25/hr effective July 24, 2009.

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FLC Wage Results New Quick Search New Search Wizard

You selected the All Industries database for 7/2012 - 6/2013.

Your search returned the following: Print Format

Area Code:	5300003
Area Title:	Central Washington nonmetropolitan area
OES/SOC Code:	39-1021
OES/SOC Title:	First-Line Supervisors of Personal Service Workers
GeoLevel:	1
Level 1 Wage:	$13.35 hour - $27,768 year
Level 2 Wage:	$15.95 hour - $33,176 year
Level 3 Wage:	$18.55 hour - $38,584 year
Level 4 Wage:	$21.15 hour - $43,992 year
Mean Wage (H-2B):	$18.55 hour - $38,584 year

This wage applies to the following O*Net occupations:

39-1021.00 First-Line Supervisors of Personal Service Workers

Directly supervise and coordinate activities of personal service workers, such as flight attendants, hairdressers, or caddies.
O*Net™ JobZone: 3
Education & Training Code: No Level Set

39-1021.01 Spa Managers

Plan, direct, or coordinate activities of a spa facility. Coordinate programs, schedule and direct staff, and oversee financial activities.
O*Net™ JobZone: 3
Education & Training Code: No Level Set

For information on determining the proper occupation and wage level see the new Prevailing Wage Guidance on the Skill Level page.

The prevailing wage must be at, or above the federal or state or local minimum wage, whichever is higher. The federal minimum wage is $7.25/hr effective July 24, 2009.

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FLC Wage Results New Quick Search New Search Wizard

You selected the All Industries database for 7/2012 - 6/2013.

Your search returned the following: Print Format

Area Code:	48300
Area Title:	Wenatchee, WA MSA
OES/SOC Code:	39-1021
OES/SOC Title:	First-Line Supervisors of Personal Service Workers
GeoLevel:	1
Level 1 Wage:	$15.90 hour - $33,072 year
Level 2 Wage:	$17.43 hour - $36,254 year
Level 3 Wage:	$18.97 hour - $39,458 year
Level 4 Wage:	$20.50 hour - $42,640 year
Mean Wage (H-2B):	$18.97 hour - $39,458 year

This wage applies to the following O*Net occupations:

39-1021.00 First-Line Supervisors of Personal Service Workers

Directly supervise and coordinate activities of personal service workers, such as flight attendants, hairdressers, or caddies.
O*Net™ JobZone: 3
Education & Training Code: No Level Set

39-1021.01 Spa Managers

Plan, direct, or coordinate activities of a spa facility. Coordinate programs, schedule and direct staff, and oversee financial activities.
O*Net™ JobZone: 3
Education & Training Code: No Level Set

For information on determining the proper occupation and wage level see the new Prevailing Wage Guidance on the Skill Level page.

The prevailing wage must be at, or above the federal or state or local minimum wage, whichever is higher. The federal minimum wage is $7.25/hr effective July 24, 2009.

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FLC Wage Results New Quick Search New Search Wizard

You selected the All Industries database for 7/2012 - 6/2013.

Your search returned the following: Print Format

Area Code:	44700
Area Title:	Stockton, CA MSA
OES/SOC Code:	39-1021
OES/SOC Title:	First-Line Supervisors of Personal Service Workers
GeoLevel:	1
Level 1 Wage:	$13.17 hour - $27,394 year
Level 2 Wage:	$15.43 hour - $32,094 year
Level 3 Wage:	$17.69 hour - $36,795 year
Level 4 Wage:	$19.95 hour - $41,496 year
Mean Wage (H-2B):	$17.69 hour - $36,795 year

This wage applies to the following O*Net occupations:

39-1021.00 First-Line Supervisors of Personal Service Workers

Directly supervise and coordinate activities of personal service workers, such as flight attendants, hairdressers, or caddies.
O*Net™ JobZone: 3
Education & Training Code: No Level Set

39-1021.01 Spa Managers

Plan, direct, or coordinate activities of a spa facility. Coordinate programs, schedule and direct staff, and oversee financial activities.
O*Net™ JobZone: 3
Education & Training Code: No Level Set

For information on determining the proper occupation and wage level see the new Prevailing Wage Guidance on the Skill Level page.

The prevailing wage must be at, or above the federal or state or local minimum wage, whichever is higher. The federal minimum wage is $7.25/hr effective July 24, 2009.

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You selected the All Industries database for 7/2012 - 6/2013.

Your search returned the following: Print Format

Area Code:	42220
Area Title:	Santa Rosa-Petaluma, CA MSA
OES/SOC Code:	39-1021
OES/SOC Title:	First-Line Supervisors of Personal Service Workers
GeoLevel:	1
Level 1 Wage:	$15.16 hour - $31,533 year
Level 2 Wage:	$18.81 hour - $39,125 year
Level 3 Wage:	$22.46 hour - $46,717 year
Level 4 Wage:	$26.11 hour - $54,309 year
Mean Wage (H-2B):	$22.46 hour - $46,717 year

This wage applies to the following O*Net occupations:

39-1021.00 First-Line Supervisors of Personal Service Workers

Directly supervise and coordinate activities of personal service workers, such as flight attendants, hairdressers, or caddies.
O*Net™ JobZone: 3
Education & Training Code: No Level Set

39-1021.01 Spa Managers

Plan, direct, or coordinate activities of a spa facility. Coordinate programs, schedule and direct staff, and oversee financial activities.
O*Net™ JobZone: 3
Education & Training Code: No Level Set

For information on determining the proper occupation and wage level see the new Prevailing Wage Guidance on the Skill Level page.

The prevailing wage must be at, or above the federal or state or local minimum wage, whichever is higher. The federal minimum wage is $7.25/hr effective July 24, 2009.

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You selected the All Industries database for 7/2012 - 6/2013.

Your search returned the following: Print Format

Area Code:	42060
Area Title:	Santa Barbara-Santa Maria, CA MSA
OES/SOC Code:	39-1021
OES/SOC Title:	First-Line Supervisors of Personal Service Workers
GeoLevel:	1
Level 1 Wage:	$13.37 hour - $27,810 year
Level 2 Wage:	$16.73 hour - $34,798 year
Level 3 Wage:	$20.09 hour - $41,787 year
Level 4 Wage:	$23.45 hour - $48,776 year
Mean Wage (H-2B):	$20.09 hour - $41,787 year

This wage applies to the following O*Net occupations:

39-1021.00 First-Line Supervisors of Personal Service Workers

Directly supervise and coordinate activities of personal service workers, such as flight attendants, hairdressers, or caddies.
O*Net™ JobZone: 3
Education & Training Code: No Level Set

39-1021.01 Spa Managers

Plan, direct, or coordinate activities of a spa facility. Coordinate programs, schedule and direct staff, and oversee financial activities.
O*Net™ JobZone: 3
Education & Training Code: No Level Set

For information on determining the proper occupation and wage level see the new Prevailing Wage Guidance on the Skill Level page.

The prevailing wage must be at, or above the federal or state or local minimum wage, whichever is higher. The federal minimum wage is $7.25/hr effective July 24, 2009.

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FLC Wage Results New Quick Search New Search Wizard

You selected the All Industries database for 7/2012 - 6/2013.

Your search returned the following: Print Format

Area Code:	41884
Area Title:	San Francisco-San Mateo-Redwood City, CA Metropolitan Division
OES/SOC Code:	39-1021
OES/SOC Title:	First-Line Supervisors of Personal Service Workers
GeoLevel:	1
Level 1 Wage:	$15.93 hour - $33,134 year
Level 2 Wage:	$20.04 hour - $41,683 year
Level 3 Wage:	$24.14 hour - $50,211 year
Level 4 Wage:	$28.25 hour - $58,760 year
Mean Wage (H-2B):	$24.15 hour - $50,232 year

This wage applies to the following O*Net occupations:

39-1021.00 First-Line Supervisors of Personal Service Workers

Directly supervise and coordinate activities of personal service workers, such as flight attendants, hairdressers, or caddies.
O*Net™ JobZone: 3
Education & Training Code: No Level Set

39-1021.01 Spa Managers

Plan, direct, or coordinate activities of a spa facility. Coordinate programs, schedule and direct staff, and oversee financial activities.
O*Net™ JobZone: 3
Education & Training Code: No Level Set

For information on determining the proper occupation and wage level see the new Prevailing Wage Guidance on the Skill Level page.

The prevailing wage must be at, or above the federal or state or local minimum wage, whichever is higher. The federal minimum wage is $7.25/hr effective July 24, 2009.

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Technical Support & Help FAQ page.

FLC Wage Results New Quick Search New Search Wizard

You selected the All Industries database for 7/2012 - 6/2013.

Your search returned the following: Print Format

Area Code:	41500
Area Title:	Salinas, CA MSA
OES/SOC Code:	39-1021
OES/SOC Title:	First-Line Supervisors of Personal Service Workers
GeoLevel:	1
Level 1 Wage:	$15.05 hour - $31,304 year
Level 2 Wage:	$18.65 hour - $38,792 year
Level 3 Wage:	$22.25 hour - $46,280 year
Level 4 Wage:	$25.85 hour - $53,768 year
Mean Wage (H-2B):	$22.25 hour - $46,280 year

This wage applies to the following O*Net occupations:

39-1021.00 First-Line Supervisors of Personal Service Workers

Directly supervise and coordinate activities of personal service workers, such as flight attendants, hairdressers, or caddies.
O*Net™ JobZone: 3
Education & Training Code: No Level Set

39-1021.01 Spa Managers

Plan, direct, or coordinate activities of a spa facility. Coordinate programs, schedule and direct staff, and oversee financial activities.
O*Net™ JobZone: 3
Education & Training Code: No Level Set

For information on determining the proper occupation and wage level see the new Prevailing Wage Guidance on the Skill Level page.

The prevailing wage must be at, or above the federal or state or local minimum wage, whichever is higher. The federal minimum wage is $7.25/hr effective July 24, 2009.

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FLC Wage Results New Quick Search New Search Wizard

You selected the All Industries database for 7/2012 - 6/2013.

Your search returned the following: Print Format

Area Code:	40900
Area Title:	Sacramento--Arden-Arcade--Roseville, CA MSA
OES/SOC Code:	39-1021
OES/SOC Title:	First-Line Supervisors of Personal Service Workers
GeoLevel:	1
Level 1 Wage:	$14.24 hour - $29,619 year
Level 2 Wage:	$17.33 hour - $36,046 year
Level 3 Wage:	$20.41 hour - $42,453 year
Level 4 Wage:	$23.50 hour - $48,880 year
Mean Wage (H-2B):	$20.41 hour - $42,453 year

This wage applies to the following O*Net occupations:

39-1021.00 First-Line Supervisors of Personal Service Workers

Directly supervise and coordinate activities of personal service workers, such as flight attendants, hairdressers, or caddies.
O*Net™ JobZone: 3
Education & Training Code: No Level Set

39-1021.01 Spa Managers

Plan, direct, or coordinate activities of a spa facility. Coordinate programs, schedule and direct staff, and oversee financial activities.
O*Net™ JobZone: 3
Education & Training Code: No Level Set

For information on determining the proper occupation and wage level see the new Prevailing Wage Guidance on the Skill Level page.

The prevailing wage must be at, or above the federal or state or local minimum wage, whichever is higher. The federal minimum wage is $7.25/hr effective July 24, 2009.

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FLC Wage Results New Quick Search New Search Wizard

You selected the All Industries database for 7/2012 - 6/2013.

Your search returned the following: Print Format

Area Code:	40140
Area Title:	Riverside-San Bernardino-Ontario, CA MSA
OES/SOC Code:	39-1021
OES/SOC Title:	First-Line Supervisors of Personal Service Workers
GeoLevel:	1
Level 1 Wage:	$13.53 hour - $28,142 year
Level 2 Wage:	$16.32 hour - $33,946 year
Level 3 Wage:	$19.11 hour - $39,749 year
Level 4 Wage:	$21.90 hour - $45,552 year
Mean Wage (H-2B):	$19.11 hour - $39,749 year

This wage applies to the following O*Net occupations:

39-1021.00 First-Line Supervisors of Personal Service Workers

Directly supervise and coordinate activities of personal service workers, such as flight attendants, hairdressers, or caddies.
O*Net™ JobZone: 3
Education & Training Code: No Level Set

39-1021.01 Spa Managers

Plan, direct, or coordinate activities of a spa facility. Coordinate programs, schedule and direct staff, and oversee financial activities.
O*Net™ JobZone: 3
Education & Training Code: No Level Set

For information on determining the proper occupation and wage level see the new Prevailing Wage Guidance on the Skill Level page.

The prevailing wage must be at, or above the federal or state or local minimum wage, whichever is higher. The federal minimum wage is $7.25/hr effective July 24, 2009.

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FLC Wage Results New Quick Search New Search Wizard

You selected the All Industries database for 7/2012 - 6/2013.

Your search returned the following: Print Format

Area Code:	36084
Area Title:	Oakland-Fremont-Hayward, CA Metropolitan Division
OES/SOC Code:	39-1021
OES/SOC Title:	First-Line Supervisors of Personal Service Workers
GeoLevel:	1
Level 1 Wage:	$11.66 hour - $24,253 year
Level 2 Wage:	$16.36 hour - $34,029 year
Level 3 Wage:	$21.05 hour - $43,784 year
Level 4 Wage:	$25.75 hour - $53,560 year
Mean Wage (H-2B):	$21.05 hour - $43,784 year

This wage applies to the following O*Net occupations:

39-1021.00 First-Line Supervisors of Personal Service Workers

Directly supervise and coordinate activities of personal service workers, such as flight attendants, hairdressers, or caddies.
O*Net™ JobZone: 3
Education & Training Code: No Level Set

39-1021.01 Spa Managers

Plan, direct, or coordinate activities of a spa facility. Coordinate programs, schedule and direct staff, and oversee financial activities.
O*Net™ JobZone: 3
Education & Training Code: No Level Set

For information on determining the proper occupation and wage level see the new Prevailing Wage Guidance on the Skill Level page.

The prevailing wage must be at, or above the federal or state or local minimum wage, whichever is higher. The federal minimum wage is $7.25/hr effective July 24, 2009.

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FLC Wage Results New Quick Search New Search Wizard

You selected the All Industries database for 7/2012 - 6/2013.

Your search returned the following: Print Format

Area Code:	33700
Area Title:	Modesto, CA MSA
OES/SOC Code:	39-1021
OES/SOC Title:	First-Line Supervisors of Personal Service Workers
GeoLevel:	1
Level 1 Wage:	$12.70 hour - $26,416 year
Level 2 Wage:	$15.14 hour - $31,491 year
Level 3 Wage:	$17.59 hour - $36,587 year
Level 4 Wage:	$20.03 hour - $41,662 year
Mean Wage (H-2B):	$17.59 hour - $36,587 year

This wage applies to the following O*Net occupations:

39-1021.00 First-Line Supervisors of Personal Service Workers

Directly supervise and coordinate activities of personal service workers, such as flight attendants, hairdressers, or caddies.
O*Net™ JobZone: 3
Education & Training Code: No Level Set

39-1021.01 Spa Managers

Plan, direct, or coordinate activities of a spa facility. Coordinate programs, schedule and direct staff, and oversee financial activities.
O*Net™ JobZone: 3
Education & Training Code: No Level Set

For information on determining the proper occupation and wage level see the new Prevailing Wage Guidance on the Skill Level page.

The prevailing wage must be at, or above the federal or state or local minimum wage, whichever is higher. The federal minimum wage is $7.25/hr effective July 24, 2009.

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FLC Wage Results New Quick Search New Search Wizard

You selected the All Industries database for 7/2012 - 6/2013.

Your search returned the following: Print Format

Area Code:	20940
Area Title:	El Centro, CA MSA
OES/SOC Code:	39-1021
OES/SOC Title:	First-Line Supervisors of Personal Service Workers
GeoLevel:	1
Level 1 Wage:	$13.59 hour - $28,267 year
Level 2 Wage:	$17.02 hour - $35,402 year
Level 3 Wage:	$20.45 hour - $42,536 year
Level 4 Wage:	$23.88 hour - $49,670 year
Mean Wage (H-2B):	$20.45 hour - $42,536 year

This wage applies to the following O*Net occupations:

39-1021.00 First-Line Supervisors of Personal Service Workers

Directly supervise and coordinate activities of personal service workers, such as flight attendants, hairdressers, or caddies.
O*Net™ JobZone: 3
Education & Training Code: No Level Set

39-1021.01 Spa Managers

Plan, direct, or coordinate activities of a spa facility. Coordinate programs, schedule and direct staff, and oversee financial activities.
O*Net™ JobZone: 3
Education & Training Code: No Level Set

For information on determining the proper occupation and wage level see the new Prevailing Wage Guidance on the Skill Level page.

The prevailing wage must be at, or above the federal or state or local minimum wage, whichever is higher. The federal minimum wage is $7.25/hr effective July 24, 2009.

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FLC Wage Results New Quick Search New Search Wizard

You selected the All Industries database for 7/2012 - 6/2013.

Your search returned the following: Print Format

Area Code:	20940
Area Title:	El Centro, CA MSA
OES/SOC Code:	43-9799
OES/SOC Title:	Office and Administrative Support Workers, All Other
GeoLevel:	1
Level 1 Wage:	$12.08 hour - $25,126 year
Level 2 Wage:	$14.41 hour - $29,973 year
Level 3 Wage:	$16.75 hour - $34,840 year
Level 4 Wage:	$19.08 hour - $39,686 year
Mean Wage (H-2B):	$16.75 hour - $34,840 year

This wage applies to the following O*Net occupations:

43-3099.00 Financial Clerks, All Other

All financial clerks not listed separately.
O*Net™ JobZone: NA
Education & Training Code: No Level Set

43-9199.00 Office and Administrative Support Workers, All Other

All office and administrative support workers not listed separately.
O*Net™ JobZone: NA
Education & Training Code: No Level Set

For information on determining the proper occupation and wage level see the new Prevailing Wage Guidance on the Skill Level page.

The prevailing wage must be at, or above the federal or state or local minimum wage, whichever is higher. The federal minimum wage is $7.25/hr effective July 24, 2009.

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FLC Wage Results New Quick Search New Search Wizard

You selected the All Industries database for 7/2012 - 6/2013.

Your search returned the following: Print Format

Area Code:	33700
Area Title:	Modesto, CA MSA
OES/SOC Code:	43-9799
OES/SOC Title:	Office and Administrative Support Workers, All Other
GeoLevel:	1
Level 1 Wage:	$8.60 hour - $17,888 year
Level 2 Wage:	$10.17 hour - $21,154 year
Level 3 Wage:	$11.73 hour - $24,398 year
Level 4 Wage:	$13.30 hour - $27,664 year
Mean Wage (H-2B):	$11.74 hour - $24,419 year

This wage applies to the following O*Net occupations:

43-3099.00 Financial Clerks, All Other

All financial clerks not listed separately.
O*Net™ JobZone: NA
Education & Training Code: No Level Set

43-9199.00 Office and Administrative Support Workers, All Other

All office and administrative support workers not listed separately.
O*Net™ JobZone: NA
Education & Training Code: No Level Set

For information on determining the proper occupation and wage level see the new Prevailing Wage Guidance on the Skill Level page.

The prevailing wage must be at, or above the federal or state or local minimum wage, whichever is higher. The federal minimum wage is $7.25/hr effective July 24, 2009.

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FLC Wage Results New Quick Search New Search Wizard

You selected the All Industries database for 7/2012 - 6/2013.

Your search returned the following: Print Format

Area Code:	36084
Area Title:	Oakland-Fremont-Hayward, CA Metropolitan Division
OES/SOC Code:	43-9799
OES/SOC Title:	Office and Administrative Support Workers, All Other
GeoLevel:	1
Level 1 Wage:	$8.81 hour - $18,325 year
Level 2 Wage:	$12.36 hour - $25,709 year
Level 3 Wage:	$15.91 hour - $33,093 year
Level 4 Wage:	$19.46 hour - $40,477 year
Mean Wage (H-2B):	$15.91 hour - $33,093 year

This wage applies to the following O*Net occupations:

43-3099.00 Financial Clerks, All Other

All financial clerks not listed separately.
O*Net™ JobZone: NA
Education & Training Code: No Level Set

43-9199.00 Office and Administrative Support Workers, All Other

All office and administrative support workers not listed separately.
O*Net™ JobZone: NA
Education & Training Code: No Level Set

For information on determining the proper occupation and wage level see the new Prevailing Wage Guidance on the Skill Level page.

The prevailing wage must be at, or above the federal or state or local minimum wage, whichever is higher. The federal minimum wage is $7.25/hr effective July 24, 2009.

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FLC Wage Results New Quick Search New Search Wizard

You selected the All Industries database for 7/2012 - 6/2013.

Your search returned the following: Print Format

Area Code:	40140
Area Title:	Riverside-San Bernardino-Ontario, CA MSA
OES/SOC Code:	43-9799
OES/SOC Title:	Office and Administrative Support Workers, All Other
GeoLevel:	1
Level 1 Wage:	$8.81 hour - $18,325 year
Level 2 Wage:	$10.93 hour - $22,734 year
Level 3 Wage:	$13.04 hour - $27,123 year
Level 4 Wage:	$15.16 hour - $31,533 year
Mean Wage (H-2B):	$13.05 hour - $27,144 year

This wage applies to the following O*Net occupations:

43-3099.00 Financial Clerks, All Other

All financial clerks not listed separately.
O*Net™ JobZone: NA
Education & Training Code: No Level Set

43-9199.00 Office and Administrative Support Workers, All Other

All office and administrative support workers not listed separately.
O*Net™ JobZone: NA
Education & Training Code: No Level Set

For information on determining the proper occupation and wage level see the new Prevailing Wage Guidance on the Skill Level page.

The prevailing wage must be at, or above the federal or state or local minimum wage, whichever is higher. The federal minimum wage is $7.25/hr effective July 24, 2009.

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FLC Wage Results New Quick Search New Search Wizard

You selected the All Industries database for 7/2012 - 6/2013.

Your search returned the following: Print Format

Area Code:	40900
Area Title:	Sacramento--Arden-Arcade--Roseville, CA MSA
OES/SOC Code:	43-9799
OES/SOC Title:	Office and Administrative Support Workers, All Other
GeoLevel:	1
Level 1 Wage:	$9.03 hour - $18,782 year
Level 2 Wage:	$10.88 hour - $22,630 year
Level 3 Wage:	$12.73 hour - $26,478 year
Level 4 Wage:	$14.58 hour - $30,326 year
Mean Wage (H-2B):	$12.73 hour - $26,478 year

This wage applies to the following O*Net occupations:

43-3099.00 Financial Clerks, All Other

All financial clerks not listed separately.
O*Net™ JobZone: NA
Education & Training Code: No Level Set

43-9199.00 Office and Administrative Support Workers, All Other

All office and administrative support workers not listed separately.
O*Net™ JobZone: NA
Education & Training Code: No Level Set

For information on determining the proper occupation and wage level see the new Prevailing Wage Guidance on the Skill Level page.

The prevailing wage must be at, or above the federal or state or local minimum wage, whichever is higher. The federal minimum wage is $7.25/hr effective July 24, 2009.

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FLC Wage Results New Quick Search New Search Wizard

You selected the All Industries database for 7/2012 - 6/2013.

Your search returned the following: Print Format

Area Code:	41500
Area Title:	Salinas, CA MSA
OES/SOC Code:	43-9799
OES/SOC Title:	Office and Administrative Support Workers, All Other
GeoLevel:	1
Level 1 Wage:	$9.94 hour - $20,675 year
Level 2 Wage:	$13.30 hour - $27,664 year
Level 3 Wage:	$16.66 hour - $34,653 year
Level 4 Wage:	$20.02 hour - $41,642 year
Mean Wage (H-2B):	$16.66 hour - $34,653 year

This wage applies to the following O*Net occupations:

43-3099.00 Financial Clerks, All Other

All financial clerks not listed separately.
O*Net™ JobZone: NA
Education & Training Code: No Level Set

43-9199.00 Office and Administrative Support Workers, All Other

All office and administrative support workers not listed separately.
O*Net™ JobZone: NA
Education & Training Code: No Level Set

For information on determining the proper occupation and wage level see the new Prevailing Wage Guidance on the Skill Level page.

The prevailing wage must be at, or above the federal or state or local minimum wage, whichever is higher. The federal minimum wage is $7.25/hr effective July 24, 2009.

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FLC Wage Results New Quick Search New Search Wizard

You selected the All Industries database for 7/2012 - 6/2013.

Your search returned the following: Print Format

Area Code:	41884
Area Title:	San Francisco-San Mateo-Redwood City, CA Metropolitan Division
OES/SOC Code:	43-9799
OES/SOC Title:	Office and Administrative Support Workers, All Other
GeoLevel:	1
Level 1 Wage:	$11.32 hour - $23,546 year
Level 2 Wage:	$15.10 hour - $31,408 year
Level 3 Wage:	$18.88 hour - $39,270 year
Level 4 Wage:	$22.66 hour - $47,133 year
Mean Wage (H-2B):	$18.88 hour - $39,270 year

This wage applies to the following O*Net occupations:

43-3099.00 Financial Clerks, All Other

All financial clerks not listed separately.
O*Net™ JobZone: NA
Education & Training Code: No Level Set

43-9199.00 Office and Administrative Support Workers, All Other

All office and administrative support workers not listed separately.
O*Net™ JobZone: NA
Education & Training Code: No Level Set

For information on determining the proper occupation and wage level see the new Prevailing Wage Guidance on the Skill Level page.

The prevailing wage must be at, or above the federal or state or local minimum wage, whichever is higher. The federal minimum wage is $7.25/hr effective July 24, 2009.

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You selected the All Industries database for 7/2012 - 6/2013.

Your search returned the following: Print Format

Area Code:	42060
Area Title:	Santa Barbara-Santa Maria, CA MSA
OES/SOC Code:	43-9799
OES/SOC Title:	Office and Administrative Support Workers, All Other
GeoLevel:	1
Level 1 Wage:	$8.64 hour - $17,971 year
Level 2 Wage:	$11.18 hour - $23,254 year
Level 3 Wage:	$13.71 hour - $28,517 year
Level 4 Wage:	$16.25 hour - $33,800 year
Mean Wage (H-2B):	$13.71 hour - $28,517 year

This wage applies to the following O*Net occupations:

43-3099.00 Financial Clerks, All Other

All financial clerks not listed separately.
O*Net™ JobZone: NA
Education & Training Code: No Level Set

43-9199.00 Office and Administrative Support Workers, All Other

All office and administrative support workers not listed separately.
O*Net™ JobZone: NA
Education & Training Code: No Level Set

For information on determining the proper occupation and wage level see the new Prevailing Wage Guidance on the Skill Level page.

The prevailing wage must be at, or above the federal or state or local minimum wage, whichever is higher. The federal minimum wage is $7.25/hr effective July 24, 2009.

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You selected the All Industries database for 7/2012 - 6/2013.

Your search returned the following: Print Format

Area Code:	42220
Area Title:	Santa Rosa-Petaluma, CA MSA
OES/SOC Code:	43-9799
OES/SOC Title:	Office and Administrative Support Workers, All Other
GeoLevel:	1
Level 1 Wage:	$9.57 hour - $19,906 year
Level 2 Wage:	$12.91 hour - $26,853 year
Level 3 Wage:	$16.25 hour - $33,800 year
Level 4 Wage:	$19.59 hour - $40,747 year
Mean Wage (H-2B):	$16.25 hour - $33,800 year

This wage applies to the following O*Net occupations:

43-3099.00 Financial Clerks, All Other

All financial clerks not listed separately.
O*Net™ JobZone: NA
Education & Training Code: No Level Set

43-9199.00 Office and Administrative Support Workers, All Other

All office and administrative support workers not listed separately.
O*Net™ JobZone: NA
Education & Training Code: No Level Set

For information on determining the proper occupation and wage level see the new Prevailing Wage Guidance on the Skill Level page.

The prevailing wage must be at, or above the federal or state or local minimum wage, whichever is higher. The federal minimum wage is $7.25/hr effective July 24, 2009.

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You selected the All Industries database for 7/2012 - 6/2013.

Your search returned the following: Print Format

Area Code:	44700
Area Title:	Stockton, CA MSA
OES/SOC Code:	43-9799
OES/SOC Title:	Office and Administrative Support Workers, All Other
GeoLevel:	1
Level 1 Wage:	$9.23 hour - $19,198 year
Level 2 Wage:	$12.85 hour - $26,728 year
Level 3 Wage:	$16.46 hour - $34,237 year
Level 4 Wage:	$20.08 hour - $41,766 year
Mean Wage (H-2B):	$16.46 hour - $34,237 year

This wage applies to the following O*Net occupations:

43-3099.00 Financial Clerks, All Other

All financial clerks not listed separately.
O*Net™ JobZone: NA
Education & Training Code: No Level Set

43-9199.00 Office and Administrative Support Workers, All Other

All office and administrative support workers not listed separately.
O*Net™ JobZone: NA
Education & Training Code: No Level Set

For information on determining the proper occupation and wage level see the new Prevailing Wage Guidance on the Skill Level page.

The prevailing wage must be at, or above the federal or state or local minimum wage, whichever is higher. The federal minimum wage is $7.25/hr effective July 24, 2009.

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You selected the All Industries database for 7/2012 - 6/2013.

Your search returned the following: Print Format

Area Code:	49740
Area Title:	Yuma, AZ MSA
OES/SOC Code:	43-9799
OES/SOC Title:	Office and Administrative Support Workers, All Other
GeoLevel:	1
Level 1 Wage:	$13.18 hour - $27,414 year
Level 2 Wage:	$15.78 hour - $32,822 year
Level 3 Wage:	$18.37 hour - $38,210 year
Level 4 Wage:	$20.97 hour - $43,618 year
Mean Wage (H-2B):	$18.37 hour - $38,210 year

This wage applies to the following O*Net occupations:

43-3099.00 Financial Clerks, All Other

All financial clerks not listed separately.
O*Net™ JobZone: NA
Education & Training Code: No Level Set

43-9199.00 Office and Administrative Support Workers, All Other

All office and administrative support workers not listed separately.
O*Net™ JobZone: NA
Education & Training Code: No Level Set

For information on determining the proper occupation and wage level see the new Prevailing Wage Guidance on the Skill Level page.

The prevailing wage must be at, or above the federal or state or local minimum wage, whichever is higher. The federal minimum wage is $7.25/hr effective July 24, 2009.

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You selected the All Industries database for 7/2012 - 6/2013.

Your search returned the following: Print Format

Area Code:	38060
Area Title:	Phoenix-Mesa-Scottsdale, AZ MSA
OES/SOC Code:	43-9799
OES/SOC Title:	Office and Administrative Support Workers, All Other
GeoLevel:	1
Level 1 Wage:	$12.19 hour - $25,355 year
Level 2 Wage:	$14.83 hour - $30,846 year
Level 3 Wage:	$17.48 hour - $36,358 year
Level 4 Wage:	$20.12 hour - $41,850 year
Mean Wage (H-2B):	$17.48 hour - $36,358 year

This wage applies to the following O*Net occupations:

43-3099.00 Financial Clerks, All Other

All financial clerks not listed separately.
O*Net™ JobZone: NA
Education & Training Code: No Level Set

43-9199.00 Office and Administrative Support Workers, All Other

All office and administrative support workers not listed separately.
O*Net™ JobZone: NA
Education & Training Code: No Level Set

For information on determining the proper occupation and wage level see the new Prevailing Wage Guidance on the Skill Level page.

The prevailing wage must be at, or above the federal or state or local minimum wage, whichever is higher. The federal minimum wage is $7.25/hr effective July 24, 2009.

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FLC Wage Results New Quick Search New Search Wizard

You selected the All Industries database for 7/2012 - 6/2013.

Your search returned the following: Print Format

Area Code:	49420
Area Title:	Yakima, WA MSA
OES/SOC Code:	43-9799
OES/SOC Title:	Office and Administrative Support Workers, All Other
GeoLevel:	1
Level 1 Wage:	$11.38 hour - $23,670 year
Level 2 Wage:	$12.98 hour - $26,998 year
Level 3 Wage:	$14.57 hour - $30,306 year
Level 4 Wage:	$16.17 hour - $33,634 year
Mean Wage (H-2B):	$14.57 hour - $30,306 year

This wage applies to the following O*Net occupations:

43-3099.00 Financial Clerks, All Other

All financial clerks not listed separately.
O*Net™ JobZone: NA
Education & Training Code: No Level Set

43-9199.00 Office and Administrative Support Workers, All Other

All office and administrative support workers not listed separately.
O*Net™ JobZone: NA
Education & Training Code: No Level Set

For information on determining the proper occupation and wage level see the new Prevailing Wage Guidance on the Skill Level page.

The prevailing wage must be at, or above the federal or state or local minimum wage, whichever is higher. The federal minimum wage is $7.25/hr effective July 24, 2009.

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You selected the All Industries database for 7/2012 - 6/2013.

Your search returned the following: Print Format

Area Code:	5300004
Area Title:	Eastern Washington nonmetropolitan area
OES/SOC Code:	43-9799
OES/SOC Title:	Office and Administrative Support Workers, All Other
GeoLevel:	1
Level 1 Wage:	$11.34 hour - $23,587 year
Level 2 Wage:	$13.79 hour - $28,683 year
Level 3 Wage:	$16.25 hour - $33,800 year
Level 4 Wage:	$18.70 hour - $38,896 year
Mean Wage (H-2B):	$16.24 hour - $33,779 year

This wage applies to the following O*Net occupations:

43-3099.00 Financial Clerks, All Other

All financial clerks not listed separately.
O*Net™ JobZone: NA
Education & Training Code: No Level Set

43-9199.00 Office and Administrative Support Workers, All Other

All office and administrative support workers not listed separately.
O*Net™ JobZone: NA
Education & Training Code: No Level Set

For information on determining the proper occupation and wage level see the new Prevailing Wage Guidance on the Skill Level page.

The prevailing wage must be at, or above the federal or state or local minimum wage, whichever is higher. The federal minimum wage is $7.25/hr effective July 24, 2009.

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You selected the All Industries database for 7/2012 - 6/2013.

Your search returned the following: Print Format

Area Code:	44060
Area Title:	Spokane, WA MSA
OES/SOC Code:	43-9799
OES/SOC Title:	Office and Administrative Support Workers, All Other
GeoLevel:	1
Level 1 Wage:	$11.18 hour - $23,254 year
Level 2 Wage:	$13.16 hour - $27,373 year
Level 3 Wage:	$15.15 hour - $31,512 year
Level 4 Wage:	$17.13 hour - $35,630 year
Mean Wage (H-2B):	$15.15 hour - $31,512 year

This wage applies to the following O*Net occupations:

43-3099.00 Financial Clerks, All Other

All financial clerks not listed separately.
O*Net™ JobZone: NA
Education & Training Code: No Level Set

43-9199.00 Office and Administrative Support Workers, All Other

All office and administrative support workers not listed separately.
O*Net™ JobZone: NA
Education & Training Code: No Level Set

For information on determining the proper occupation and wage level see the new Prevailing Wage Guidance on the Skill Level page.

The prevailing wage must be at, or above the federal or state or local minimum wage, whichever is higher. The federal minimum wage is $7.25/hr effective July 24, 2009.

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You selected the All Industries database for 7/2012 - 6/2013.

Your search returned the following: Print Format

Area Code:	5300003
Area Title:	Central Washington nonmetropolitan area
OES/SOC Code:	43-9799
OES/SOC Title:	Office and Administrative Support Workers, All Other
GeoLevel:	1
Level 1 Wage:	$11.50 hour - $23,920 year
Level 2 Wage:	$13.61 hour - $28,309 year
Level 3 Wage:	$15.71 hour - $32,677 year
Level 4 Wage:	$17.82 hour - $37,066 year
Mean Wage (H-2B):	$15.71 hour - $32,677 year

This wage applies to the following O*Net occupations:

43-3099.00 Financial Clerks, All Other

All financial clerks not listed separately.
O*Net™ JobZone: NA
Education & Training Code: No Level Set

43-9199.00 Office and Administrative Support Workers, All Other

All office and administrative support workers not listed separately.
O*Net™ JobZone: NA
Education & Training Code: No Level Set

For information on determining the proper occupation and wage level see the new Prevailing Wage Guidance on the Skill Level page.

The prevailing wage must be at, or above the federal or state or local minimum wage, whichever is higher. The federal minimum wage is $7.25/hr effective July 24, 2009.

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FLC Wage Results New Quick Search New Search Wizard

You selected the All Industries database for 7/2012 - 6/2013.

Your search returned the following: Print Format

Area Code:	48300
Area Title:	Wenatchee, WA MSA
OES/SOC Code:	43-9799
OES/SOC Title:	Office and Administrative Support Workers, All Other
GeoLevel:	1
Level 1 Wage:	$12.43 hour - $25,854 year
Level 2 Wage:	$14.64 hour - $30,451 year
Level 3 Wage:	$16.84 hour - $35,027 year
Level 4 Wage:	$19.05 hour - $39,624 year
Mean Wage (H-2B):	$16.84 hour - $35,027 year

This wage applies to the following O*Net occupations:

43-3099.00 Financial Clerks, All Other

All financial clerks not listed separately.
O*Net™ JobZone: NA
Education & Training Code: No Level Set

43-9199.00 Office and Administrative Support Workers, All Other

All office and administrative support workers not listed separately.
O*Net™ JobZone: NA
Education & Training Code: No Level Set

For information on determining the proper occupation and wage level see the new Prevailing Wage Guidance on the Skill Level page.

The prevailing wage must be at, or above the federal or state or local minimum wage, whichever is higher. The federal minimum wage is $7.25/hr effective July 24, 2009.

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FLC Wage Results New Quick Search New Search Wizard

You selected the All Industries database for 7/2012 - 6/2013.

Your search returned the following: Print Format

Area Code:	20940
Area Title:	El Centro, CA MSA
OES/SOC Code:	49-9071
OES/SOC Title:	Maintenance and Repair Workers, General
GeoLevel:	1
Level 1 Wage:	$10.51 hour - $21,861 year
Level 2 Wage:	$14.00 hour - $29,120 year
Level 3 Wage:	$17.50 hour - $36,400 year
Level 4 Wage:	$20.99 hour - $43,659 year
Mean Wage (H-2B):	$17.49 hour - $36,379 year

This wage applies to the following O*Net occupations:

49-9071.00 **Maintenance and Repair Workers, General**

Perform work involving the skills of two or more maintenance or craft occupations to keep machines, mechanical equipment, or the structure of an establishment in repair. Duties may involve pipe fitting; boiler making; insulating; welding; machining; carpentry; repairing electrical or mechanical equipment; installing, aligning, and balancing new equipment; and repairing buildings, floors, or stairs.
O*Net™ JobZone: 3
Education & Training Code: No Level Set

For information on determining the proper occupation and wage level see the new Prevailing Wage Guidance on the Skill Level page.

The prevailing wage must be at, or above the federal or state or local minimum wage, whichever is higher. The federal minimum wage is $7.25/hr effective July 24, 2009.

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FLC Wage Results New Quick Search New Search Wizard

You selected the All Industries database for 7/2012 - 6/2013.

Your search returned the following: Print Format

Area Code:	33700
Area Title:	Modesto, CA MSA
OES/SOC Code:	49-9071
OES/SOC Title:	Maintenance and Repair Workers, General
GeoLevel:	1
Level 1 Wage:	$11.79 hour - $24,523 year
Level 2 Wage:	$15.82 hour - $32,906 year
Level 3 Wage:	$19.84 hour - $41,267 year
Level 4 Wage:	$23.87 hour - $49,650 year
Mean Wage (H-2B):	$19.84 hour - $41,267 year

This wage applies to the following O*Net occupations:

49-9071.00 Maintenance and Repair Workers, General

Perform work involving the skills of two or more maintenance or craft occupations to keep machines, mechanical equipment, or the structure of an establishment in repair. Duties may involve pipe fitting; boiler making; insulating; welding; machining; carpentry; repairing electrical or mechanical equipment; installing, aligning, and balancing new equipment; and repairing buildings, floors, or stairs.
O*Net™ JobZone: 3
Education & Training Code: No Level Set

For information on determining the proper occupation and wage level see the new Prevailing Wage Guidance on the Skill Level page.

The prevailing wage must be at, or above the federal or state or local minimum wage, whichever is higher. The federal minimum wage is $7.25/hr effective July 24, 2009.

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FLC Wage Results New Quick Search New Search Wizard

You selected the All Industries database for 7/2012 - 6/2013.

Your search returned the following: Print Format

Area Code:	36084
Area Title:	Oakland-Fremont-Hayward, CA Metropolitan Division
OES/SOC Code:	49-9071
OES/SOC Title:	Maintenance and Repair Workers, General
GeoLevel:	1
Level 1 Wage:	$13.51 hour - $28,101 year
Level 2 Wage:	$17.48 hour - $36,358 year
Level 3 Wage:	$21.44 hour - $44,595 year
Level 4 Wage:	$25.41 hour - $52,853 year
Mean Wage (H-2B):	$21.44 hour - $44,595 year

This wage applies to the following O*Net occupations:

49-9071.00 Maintenance and Repair Workers, General

Perform work involving the skills of two or more maintenance or craft occupations to keep machines, mechanical equipment, or the structure of an establishment in repair. Duties may involve pipe fitting; boiler making; insulating; welding; machining; carpentry; repairing electrical or mechanical equipment; installing, aligning, and balancing new equipment; and repairing buildings, floors, or stairs.
O*Net™ JobZone: 3
Education & Training Code: No Level Set

For information on determining the proper occupation and wage level see the new Prevailing Wage Guidance on the Skill Level page.

The prevailing wage must be at, or above the federal or state or local minimum wage, whichever is higher. The federal minimum wage is $7.25/hr effective July 24, 2009.

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FLC Wage Results New Quick Search New Search Wizard

You selected the All Industries database for 7/2012 - 6/2013.

Your search returned the following: Print Format

Area Code:	40140
Area Title:	Riverside-San Bernardino-Ontario, CA MSA
OES/SOC Code:	49-9071
OES/SOC Title:	Maintenance and Repair Workers, General
GeoLevel:	1
Level 1 Wage:	$11.86 hour - $24,669 year
Level 2 Wage:	$15.13 hour - $31,470 year
Level 3 Wage:	$18.41 hour - $38,293 year
Level 4 Wage:	$21.68 hour - $45,094 year
Mean Wage (H-2B):	$18.41 hour - $38,293 year

This wage applies to the following O*Net occupations:

49-9071.00 Maintenance and Repair Workers, General

Perform work involving the skills of two or more maintenance or craft occupations to keep machines, mechanical equipment, or the structure of an establishment in repair. Duties may involve pipe fitting; boiler making; insulating; welding; machining; carpentry; repairing electrical or mechanical equipment; installing, aligning, and balancing new equipment; and repairing buildings, floors, or stairs.
O*Net™ JobZone: 3
Education & Training Code: No Level Set

For information on determining the proper occupation and wage level see the new Prevailing Wage Guidance on the Skill Level page.

The prevailing wage must be at, or above the federal or state or local minimum wage, whichever is higher. The federal minimum wage is $7.25/hr effective July 24, 2009.

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You selected the All Industries database for 7/2012 - 6/2013.

Your search returned the following: Print Format

Area Code:	40900
Area Title:	Sacramento--Arden-Arcade--Roseville, CA MSA
OES/SOC Code:	49-9071
OES/SOC Title:	Maintenance and Repair Workers, General
GeoLevel:	1
Level 1 Wage:	$12.68 hour - $26,374 year
Level 2 Wage:	$16.54 hour - $34,403 year
Level 3 Wage:	$20.39 hour - $42,411 year
Level 4 Wage:	$24.25 hour - $50,440 year
Mean Wage (H-2B):	$20.40 hour - $42,432 year

This wage applies to the following O*Net occupations:

49-9071.00 Maintenance and Repair Workers, General

Perform work involving the skills of two or more maintenance or craft occupations to keep machines, mechanical equipment, or the structure of an establishment in repair. Duties may involve pipe fitting; boiler making; insulating; welding; machining; carpentry; repairing electrical or mechanical equipment; installing, aligning, and balancing new equipment; and repairing buildings, floors, or stairs.
O*Net™ JobZone: 3
Education & Training Code: No Level Set

For information on determining the proper occupation and wage level see the new Prevailing Wage Guidance on the Skill Level page.

The prevailing wage must be at, or above the federal or state or local minimum wage, whichever is higher. The federal minimum wage is $7.25/hr effective July 24, 2009.

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You selected the All Industries database for 7/2012 - 6/2013.

Your search returned the following: Print Format

Area Code:	41500
Area Title:	Salinas, CA MSA
OES/SOC Code:	49-9071
OES/SOC Title:	Maintenance and Repair Workers, General
GeoLevel:	1
Level 1 Wage:	$12.43 hour - $25,854 year
Level 2 Wage:	$16.16 hour - $33,613 year
Level 3 Wage:	$19.90 hour - $41,392 year
Level 4 Wage:	$23.63 hour - $49,150 year
Mean Wage (H-2B):	$19.90 hour - $41,392 year

This wage applies to the following O*Net occupations:

49-9071.00 **Maintenance and Repair Workers, General**

Perform work involving the skills of two or more maintenance or craft occupations to keep machines, mechanical equipment, or the structure of an establishment in repair. Duties may involve pipe fitting; boiler making; insulating; welding; machining; carpentry; repairing electrical or mechanical equipment; installing, aligning, and balancing new equipment; and repairing buildings, floors, or stairs.
O*Net™ JobZone: 3
Education & Training Code: No Level Set

For information on determining the proper occupation and wage level see the new Prevailing Wage Guidance on the Skill Level page.

The prevailing wage must be at, or above the federal or state or local minimum wage, whichever is higher. The federal minimum wage is $7.25/hr effective July 24, 2009.

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FLC Wage Results New Quick Search New Search Wizard

You selected the All Industries database for 7/2012 - 6/2013.

Your search returned the following: Print Format

Area Code:	41884
Area Title:	San Francisco-San Mateo-Redwood City, CA Metropolitan Division
OES/SOC Code:	49-9071
OES/SOC Title:	Maintenance and Repair Workers, General
GeoLevel:	1
Level 1 Wage:	$14.55 hour - $30,264 year
Level 2 Wage:	$19.02 hour - $39,562 year
Level 3 Wage:	$23.50 hour - $48,880 year
Level 4 Wage:	$27.97 hour - $58,178 year
Mean Wage (H-2B):	$23.49 hour - $48,859 year

This wage applies to the following O*Net occupations:

49-9071.00 Maintenance and Repair Workers, General

Perform work involving the skills of two or more maintenance or craft occupations to keep machines, mechanical equipment, or the structure of an establishment in repair. Duties may involve pipe fitting; boiler making; insulating; welding; machining; carpentry; repairing electrical or mechanical equipment; installing, aligning, and balancing new equipment; and repairing buildings, floors, or stairs.
O*Net™ JobZone: 3
Education & Training Code: No Level Set

For information on determining the proper occupation and wage level see the new Prevailing Wage Guidance on the Skill Level page.

The prevailing wage must be at, or above the federal or state or local minimum wage, whichever is higher. The federal minimum wage is $7.25/hr effective July 24, 2009.

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FLC Wage Results New Quick Search New Search Wizard

You selected the All Industries database for 7/2012 - 6/2013.

Your search returned the following: Print Format

Area Code:	42060
Area Title:	Santa Barbara-Santa Maria, CA MSA
OES/SOC Code:	49-9071
OES/SOC Title:	Maintenance and Repair Workers, General
GeoLevel:	1
Level 1 Wage:	$10.94 hour - $22,755 year
Level 2 Wage:	$15.19 hour - $31,595 year
Level 3 Wage:	$19.43 hour - $40,414 year
Level 4 Wage:	$23.68 hour - $49,254 year
Mean Wage (H-2B):	$19.43 hour - $40,414 year

This wage applies to the following O*Net occupations:

49-9071.00 Maintenance and Repair Workers, General

Perform work involving the skills of two or more maintenance or craft occupations to keep machines, mechanical equipment, or the structure of an establishment in repair. Duties may involve pipe fitting; boiler making; insulating; welding; machining; carpentry; repairing electrical or mechanical equipment; installing, aligning, and balancing new equipment; and repairing buildings, floors, or stairs.
O*Net™ JobZone: 3
Education & Training Code: No Level Set

For information on determining the proper occupation and wage level see the new Prevailing Wage Guidance on the Skill Level page.

The prevailing wage must be at, or above the federal or state or local minimum wage, whichever is higher. The federal minimum wage is $7.25/hr effective July 24, 2009.

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FLC Wage Results New Quick Search New Search Wizard

You selected the All Industries database for 7/2012 - 6/2013.

Your search returned the following: Print Format

Area Code:	42220
Area Title:	Santa Rosa-Petaluma, CA MSA
OES/SOC Code:	49-9071
OES/SOC Title:	Maintenance and Repair Workers, General
GeoLevel:	1
Level 1 Wage:	$13.97 hour - $29,058 year
Level 2 Wage:	$17.19 hour - $35,755 year
Level 3 Wage:	$20.42 hour - $42,474 year
Level 4 Wage:	$23.64 hour - $49,171 year
Mean Wage (H-2B):	$20.41 hour - $42,453 year

This wage applies to the following O*Net occupations:

49-9071.00 Maintenance and Repair Workers, General

Perform work involving the skills of two or more maintenance or craft occupations to keep machines, mechanical equipment, or the structure of an establishment in repair. Duties may involve pipe fitting; boiler making; insulating; welding; machining; carpentry; repairing electrical or mechanical equipment; installing, aligning, and balancing new equipment; and repairing buildings, floors, or stairs.
O*Net™ JobZone: 3
Education & Training Code: No Level Set

For information on determining the proper occupation and wage level see the new Prevailing Wage Guidance on the Skill Level page.

The prevailing wage must be at, or above the federal or state or local minimum wage, whichever is higher. The federal minimum wage is $7.25/hr effective July 24, 2009.

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FLC Wage Results New Quick Search New Search Wizard

You selected the All Industries database for 7/2012 - 6/2013.

Your search returned the following: Print Format

Area Code:	44700
Area Title:	Stockton, CA MSA
OES/SOC Code:	49-9071
OES/SOC Title:	Maintenance and Repair Workers, General
GeoLevel:	1
Level 1 Wage:	$13.38 hour - $27,830 year
Level 2 Wage:	$16.79 hour - $34,923 year
Level 3 Wage:	$20.20 hour - $42,016 year
Level 4 Wage:	$23.61 hour - $49,109 year
Mean Wage (H-2B):	$20.20 hour - $42,016 year

This wage applies to the following O*Net occupations:

49-9071.00 Maintenance and Repair Workers, General

Perform work involving the skills of two or more maintenance or craft occupations to keep machines, mechanical equipment, or the structure of an establishment in repair. Duties may involve pipe fitting; boiler making; insulating; welding; machining; carpentry; repairing electrical or mechanical equipment; installing, aligning, and balancing new equipment; and repairing buildings, floors, or stairs.
O*Net™ JobZone: 3
Education & Training Code: No Level Set

For information on determining the proper occupation and wage level see the new Prevailing Wage Guidance on the Skill Level page.

The prevailing wage must be at, or above the federal or state or local minimum wage, whichever is higher. The federal minimum wage is $7.25/hr effective July 24, 2009.

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FLC Wage Results New Quick Search New Search Wizard

You selected the All Industries database for 7/2012 - 6/2013.

Your search returned the following: Print Format

Area Code:	49740
Area Title:	Yuma, AZ MSA
OES/SOC Code:	49-9071
OES/SOC Title:	Maintenance and Repair Workers, General
GeoLevel:	1
Level 1 Wage:	$9.75 hour - $20,280 year
Level 2 Wage:	$12.15 hour - $25,272 year
Level 3 Wage:	$14.55 hour - $30,264 year
Level 4 Wage:	$16.95 hour - $35,256 year
Mean Wage (H-2B):	$14.55 hour - $30,264 year

This wage applies to the following O*Net occupations:

49-9071.00 Maintenance and Repair Workers, General

Perform work involving the skills of two or more maintenance or craft occupations to keep machines, mechanical equipment, or the structure of an establishment in repair. Duties may involve pipe fitting; boiler making; insulating; welding; machining; carpentry; repairing electrical or mechanical equipment; installing, aligning, and balancing new equipment; and repairing buildings, floors, or stairs.
O*Net™ JobZone: 3
Education & Training Code: No Level Set

For information on determining the proper occupation and wage level see the new Prevailing Wage Guidance on the Skill Level page.

The prevailing wage must be at, or above the federal or state or local minimum wage, whichever is higher. The federal minimum wage is $7.25/hr effective July 24, 2009.

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FLC Wage Results New Quick Search New Search Wizard

You selected the All Industries database for 7/2012 - 6/2013.

Your search returned the following: Print Format

Area Code:	38060
Area Title:	Phoenix-Mesa-Scottsdale, AZ MSA
OES/SOC Code:	49-9071
OES/SOC Title:	Maintenance and Repair Workers, General
GeoLevel:	1
Level 1 Wage:	$11.25 hour - $23,400 year
Level 2 Wage:	$14.44 hour - $30,035 year
Level 3 Wage:	$17.63 hour - $36,670 year
Level 4 Wage:	$20.82 hour - $43,306 year
Mean Wage (H-2B):	$17.63 hour - $36,670 year

This wage applies to the following O*Net occupations:

49-9071.00 Maintenance and Repair Workers, General

Perform work involving the skills of two or more maintenance or craft occupations to keep machines, mechanical equipment, or the structure of an establishment in repair. Duties may involve pipe fitting; boiler making; insulating; welding; machining; carpentry; repairing electrical or mechanical equipment; installing, aligning, and balancing new equipment; and repairing buildings, floors, or stairs.
O*Net™ JobZone: 3
Education & Training Code: No Level Set

For information on determining the proper occupation and wage level see the new Prevailing Wage Guidance on the Skill Level page.

The prevailing wage must be at, or above the federal or state or local minimum wage, whichever is higher. The federal minimum wage is $7.25/hr effective July 24, 2009.

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FLC Wage Results New Quick Search New Search Wizard

You selected the All Industries database for 7/2012 - 6/2013.

Your search returned the following: Print Format

Area Code:	49420
Area Title:	Yakima, WA MSA
OES/SOC Code:	49-9071
OES/SOC Title:	Maintenance and Repair Workers, General
GeoLevel:	1
Level 1 Wage:	$11.05 hour - $22,984 year
Level 2 Wage:	$14.23 hour - $29,598 year
Level 3 Wage:	$17.40 hour - $36,192 year
Level 4 Wage:	$20.58 hour - $42,806 year
Mean Wage (H-2B):	$17.40 hour - $36,192 year

This wage applies to the following O*Net occupations:

49-9071.00 Maintenance and Repair Workers, General

Perform work involving the skills of two or more maintenance or craft occupations to keep machines, mechanical equipment, or the structure of an establishment in repair. Duties may involve pipe fitting; boiler making; insulating; welding; machining; carpentry; repairing electrical or mechanical equipment; installing, aligning, and balancing new equipment; and repairing buildings, floors, or stairs.
O*Net™ JobZone: 3
Education & Training Code: No Level Set

For information on determining the proper occupation and wage level see the new Prevailing Wage Guidance on the Skill Level page.

The prevailing wage must be at, or above the federal or state or local minimum wage, whichever is higher. The federal minimum wage is $7.25/hr effective July 24, 2009.

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FLC Wage Results New Quick Search New Search Wizard

You selected the All Industries database for 7/2012 - 6/2013.

Your search returned the following: Print Format

Area Code:	5300004
Area Title:	Eastern Washington nonmetropolitan area
OES/SOC Code:	49-9071
OES/SOC Title:	Maintenance and Repair Workers, General
GeoLevel:	1
Level 1 Wage:	$11.41 hour - $23,733 year
Level 2 Wage:	$14.76 hour - $30,701 year
Level 3 Wage:	$18.12 hour - $37,690 year
Level 4 Wage:	$21.47 hour - $44,658 year
Mean Wage (H-2B):	$18.12 hour - $37,690 year

This wage applies to the following O*Net occupations:

49-9071.00 **Maintenance and Repair Workers, General**

Perform work involving the skills of two or more maintenance or craft occupations to keep machines, mechanical equipment, or the structure of an establishment in repair. Duties may involve pipe fitting; boiler making; insulating; welding; machining; carpentry; repairing electrical or mechanical equipment; installing, aligning, and balancing new equipment; and repairing buildings, floors, or stairs.
O*Net™ JobZone: 3
Education & Training Code: No Level Set

For information on determining the proper occupation and wage level see the new Prevailing Wage Guidance on the Skill Level page.

The prevailing wage must be at, or above the federal or state or local minimum wage, whichever is higher. The federal minimum wage is $7.25/hr effective July 24, 2009.

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FLC Wage Results New Quick Search New Search Wizard

You selected the All Industries database for 7/2012 - 6/2013.

Your search returned the following: Print Format

Area Code:	48300
Area Title:	Wenatchee, WA MSA
OES/SOC Code:	49-9071
OES/SOC Title:	Maintenance and Repair Workers, General
GeoLevel:	1
Level 1 Wage:	$14.26 hour - $29,661 year
Level 2 Wage:	$16.83 hour - $35,006 year
Level 3 Wage:	$19.41 hour - $40,373 year
Level 4 Wage:	$21.98 hour - $45,718 year
Mean Wage (H-2B):	$19.41 hour - $40,373 year

This wage applies to the following O*Net occupations:

49-9071.00 Maintenance and Repair Workers, General

Perform work involving the skills of two or more maintenance or craft occupations to keep machines, mechanical equipment, or the structure of an establishment in repair. Duties may involve pipe fitting; boiler making; insulating; welding; machining; carpentry; repairing electrical or mechanical equipment; installing, aligning, and balancing new equipment; and repairing buildings, floors, or stairs.
O*Net™ JobZone: 3
Education & Training Code: No Level Set

For information on determining the proper occupation and wage level see the new Prevailing Wage Guidance on the Skill Level page.

The prevailing wage must be at, or above the federal or state or local minimum wage, whichever is higher. The federal minimum wage is $7.25/hr effective July 24, 2009.

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FLC Wage Results New Quick Search New Search Wizard

You selected the All Industries database for 7/2012 - 6/2013.

Your search returned the following: Print Format

Area Code:	5300003
Area Title:	Central Washington nonmetropolitan area
OES/SOC Code:	49-9071
OES/SOC Title:	Maintenance and Repair Workers, General
GeoLevel:	1
Level 1 Wage:	$12.10 hour - $25,168 year
Level 2 Wage:	$14.94 hour - $31,075 year
Level 3 Wage:	$17.77 hour - $36,962 year
Level 4 Wage:	$20.61 hour - $42,869 year
Mean Wage (H-2B):	$17.77 hour - $36,962 year

This wage applies to the following O*Net occupations:

49-9071.00 **Maintenance and Repair Workers, General**

Perform work involving the skills of two or more maintenance or craft occupations to keep machines, mechanical equipment, or the structure of an establishment in repair. Duties may involve pipe fitting; boiler making; insulating; welding; machining; carpentry; repairing electrical or mechanical equipment; installing, aligning, and balancing new equipment; and repairing buildings, floors, or stairs.
O*Net™ JobZone: 3
Education & Training Code: No Level Set

For information on determining the proper occupation and wage level see the new Prevailing Wage Guidance on the Skill Level page.

The prevailing wage must be at, or above the federal or state or local minimum wage, whichever is higher. The federal minimum wage is $7.25/hr effective July 24, 2009.

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FLC Wage Results New Quick Search New Search Wizard

You selected the All Industries database for 7/2012 - 6/2013.

Your search returned the following: Print Format

Area Code:	44060
Area Title:	Spokane, WA MSA
OES/SOC Code:	49-9071
OES/SOC Title:	Maintenance and Repair Workers, General
GeoLevel:	1
Level 1 Wage:	$12.14 hour - $25,251 year
Level 2 Wage:	$15.48 hour - $32,198 year
Level 3 Wage:	$18.83 hour - $39,166 year
Level 4 Wage:	$22.17 hour - $46,114 year
Mean Wage (H-2B):	$18.83 hour - $39,166 year

This wage applies to the following O*Net occupations:

49-9071.00 **Maintenance and Repair Workers, General**

Perform work involving the skills of two or more maintenance or craft occupations to keep machines, mechanical equipment, or the structure of an establishment in repair. Duties may involve pipe fitting; boiler making; insulating; welding; machining; carpentry; repairing electrical or mechanical equipment; installing, aligning, and balancing new equipment; and repairing buildings, floors, or stairs.
O*Net™ JobZone: 3
Education & Training Code: No Level Set

For information on determining the proper occupation and wage level see the new Prevailing Wage Guidance on the Skill Level page.

The prevailing wage must be at, or above the federal or state or local minimum wage, whichever is higher. The federal minimum wage is $7.25/hr effective July 24, 2009.

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UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES

In the Matter of:	*	
ADMINISTRATOR, WAGE AND HOUR DIVISION Plaintiff	*	**Case No.:** _____
	*	WHD Reference #: 1689932
v.	*	
BUTLER AMUSEMENTS, INC. Respondent	*	
	*	

* * * * * * * * * * * * * *

REQUEST FOR HEARING

Respondent hereby requests a hearing[1] on a determination dated February 6, 2018,[2] and issued by the Wage and Hour Division under Reference #: 1736916, and says:

This is a request for a hearing on a determination issued following an investigation of the Respondent, a participant in the H-2B program.

Pursuant to 29 C.F.R. § 503.43 (b) (3 & 4), Respondent now identifies issues and reasons why the determination is in error. In further response, Respondent says:

General statement of reasons why the determination is in error: The WHD has no basis to enforce the now-vacated 2008 Rule or any other relevant standard. The provisions of the 2015 IFR cannot be applied retroactively to this case. WHD lacks any basis to show a

[1] By filing this request, Respondent does not waive its right to seek immediate or other relief, including from the retroactive application of the 2015 IFR or the application of the now-vacated 2008 Rule.

[2] The determination letter "rescinded and replaced" a prior determination letter dated January 29, 2018. As such, any claim under the prior determination letter has been waived. To the extent that the prior determination letter has any operative effect, Respondent appeals it as well.

willful misrepresentation or a substantial failure. This employer is exempt from the Fair Labor Standards Act. The Wage and Hour Division has failed to proceed within the statute of limitations, in whole or in part. This employer reasonably relied upon professional counsel to prepare its #9142 and I-129. This employer used a prepayment plan and properly determined all deductions and any overtime obligations. Respondent did not act willfully by hiring professionals to advise it. Department of Labor has made it unnecessarily difficult to, and has failed to issue proper notice so that Respondent may, know with precision what it regards as the proper procedure. Wage and Hour Division has improperly calculated any alleged back wages, hours worked, or civil monetary penalties. Wage and Hour Division has improperly determined "compensable work time." Wage and Hour Division has improperly relied upon U.S. workers, but it has no jurisdiction over U.S. workers. Department of Labor has not promulgated meaningful regulations for how an FLSA-exempt employer is to proceed. Wage and Hour Division has failed to credit Respondent for facilities, such as bunkhouses, food, local convenience travel, in and out of country travel, a prepayment plan, prepaid spot-to-spot variations, bonuses, and reimbursement of employee expenses. Wage and Hour Division failed to credit Respondent according to governing special procedures. Wage and Hour Division lacks the authority to enforce the terms of the #9142 or I-129. Respondent did not substantially fail to meet a condition in its #9142 or I-129 or willfully misrepresent a material fact in its #9142 or I-129.

Issue No. 1: The Wage and Hour Division's determination fails to state any – much less an adequate - factual and legal basis, thereby depriving Respondent of due process notice of the allegations and impeding Respondent's ability to identify and articulate issues and supporting rationale.

Reasons why the determination is in error: 29 C.F.R. § 503.42(a)(5); Administrative Procedures Act.

Issue No. 2: To the extent that the WHD determination states any factual or legal basis, it is incorrect and legally insufficient.

Reasons why the determination is in error: General statement of reasons.

Issue No. 3: The penalties and back wages proposed in the WHD determination are excessive and otherwise inappropriate.

Reasons why the determination is in error: 29 C.F.R. § 503.19 & § 503.23; General statement of reasons.

Issue No. 4: Respondent is entitled to judgment as a matter of law.

Reasons why the determination is in error: General statement of reasons.

Issue No. 5.: Respondent did not engage in any willful or substantial failure to comply with H-2B program requirements.

Reasons why the determination is in error: General statement of reasons.

Issue No. 6: Respondent accurately described its job offer.

Reasons why the determination is in error: General statement of reasons.

Issue No. 7: Respondent did not offer job terms and working conditions that were less favorable than those offered to temporary foreign workers.

Reasons why the determination is in error: General statement of reasons.

Issue No. 8: Respondent properly paid wages as required by the H-2B program.

Reasons why the determination is in error: General statement of reasons.

Issue No. 9: Respondent was entitled to credit for providing bunkhouses, local convenience travel, in and out of country travel, and a prepayment plan.

Reasons why the determination is in error: General statement of reasons.

Issue No. 10: Respondent did not substantially fail to restrict H-2B workers to an approved itinerary.

Reasons why the determination is in error: General statement of reasons.

Issue No. 11: The Department of Labor lacks jurisdiction, rule-making authority or enforceable rules for the H-2B program.

Reasons why the determination is in error: *G.H. Daniels III & Assocs., Inc. v. Perez*, No. 13-1479, 2015 U.S. App. Lexis 15689, at *12 (10th Cir. Sept. 3, 2015); *Bayou Lawn & Landscape Servs. v. Secretary of Labor*, 713 F.3d 1080, 1085 (11th Cir. 2013); *Bayou Lawn & Landscape Servs. v. Solis*, No. 3:12cv183, 2012 U.S. Dist. Lexis 69297, at *13 & n. 10 (N.D. Fla. Apr. 26, 2012), *aff'd*, 713 F.3d 1080 (11th Cir. 2013); *Bayou Lawn & Landscape Servs. v. Perez*, 81 F. Supp. 3d 1291, 1293, 1295 (N.D. Fla. 2014), *vacated on other grounds*, 621 F. Appx. 620 (11th Cir. 2015); *Perez v. Perez*, No. 3:14-cv-682, 2015 U.S. Dist. Lexis 27606, at *7-12 (N.D. Fla. Mar. 4, 2015).

Issue No. 12: The employer is exempt from the Fair Labor Standards Act.

Reasons why the determination is in error: Fair Labor Standards Act.

Issue No. 13: The employer is not liable because it relied in good faith on a regulation, order, ruling, or interpretation of the Wage and Hour Division, or an administrative practice enforcement policy of the Wage and Hour Division.

Reasons why the determination is in error: 29 U.S.C. § 259.

Issue No. 14: The employer is not liable because of its good faith and reasonable grounds to believe there was no violation.

Reasons why the determination is in error: 29 U.S.C. § 260.

Issue No. 15: Neither DHS nor DOL have provided notice as to the method for and legal requirements for completing the I-129, and have misapplied the job classification to I-129's job description and wage rate.

Reasons why the determination is in error: DHS instructions for the I-129.

Issue No. 16: WHD failed to apply the "incidental activities" rule.

Reasons why the determination is in error: 73 Fed. Reg. 77110, 77117 (Dec. 18, 2008).

For these reasons, we request a hearing of the Wage and Hour Division's determination. Further communications should be directed to counsel at the address listed below.

R Wayne Pierce

R. WAYNE PIERCE
The Pierce Law Firm, LLC
133 Defense Highway, Suite 201
Annapolis, MD 21401
Phone: 410-573-9959
Fax: 410-573-9956

Email: wpierce@adventurelaw.com

Attorney for Respondent

CERTIFICATE OF SERVICE

Butler Amusements, Inc., hereby certifies that on **February 28, 2018**, the original of this Request for Hearing was shipped via Federal Express for overnight delivery, and a copy was telefaxed to:

U.S. Department of Labor
Chief Administrative Law Judge
800 K Street N.W., Room 400 North
Washington, DC 20001-8002

and via mail, postage pre-paid, to:

Administrator
U.S. Department of Labor
Wage and Hour Division
200 Constitution Avenue NW, Room S-3510
Washington, DC 20210

Associate Solicitor of Labor
Fair Labor Standards Division
U.S. Department of Labor
200 Constitution Avenue NW, Room N-2716
Washington, DC 20210

Regional Office of the Solicitor
U.S. Department of Labor
World Trade Center
350 South Figueroa Street, Suite 370
Los Angeles, California 90071

Regional Integration Coordinator
US Department Of Labor
Wage and Hour Division
2800 Cottage Way, W-1836
Sacramento, California 95825

Thomas L. Silva
District Director
U.S. Department of Labor
Wage and Hour Division
620 Southwest Main Street, Room 423

Portland, Oregon 97205

and via e-mail to:

Mick Brajevich
Chief Executive Officer
Butler Amusements, Inc.

R. WAYNE PIERCE

Bruce L. Brown
Associate Regional Solicitor
Jeannie Gorman, Attorney
Office of the Solicitor
U.S. Department of Labor
300 Fifth Avenue, Suite 1120
Seattle, WA 98104
(206) 757-6762

OFFICE OF THE ADMINISTRATIVE LAW JUDGES
UNITED STATES DEPARTMENT OF LABOR

ADMINISTRATOR, WAGE AND HOUR DIVISION, UNITED STATES DEPARTMENT OF LABOR, Prosecuting Party, v. BUTLER AMUSEMENTS, INC. and MICHAEL BRAJEVICH, Respondents.	ADMINISTRATIVE PROCEEDING Case No. 2018-TNE-00019 **ADMINISTRATOR'S FIRST SET OF DISCOVERY TO RESPONDENTS**

TO: Respondents, Butler Amusements, Inc., and Michael Brajevich: 3003 SW 153rd Drive, Suite 205, Beaverton, OR 97006

THROUGH: R. Wayne Pierce: The Pierce Law Firm, LLC, 133 Defense Highway, Suite 201, Annapolis, MD 21401

Pursuant to the regulations at 20 C.F.R. §655.72[1], 29 C.F.R. §18.50 *et seq.*, and the Court Order of November 30, 2018, the Administrator of the Wage and Hour Division, U.S. Department of Labor requests that Respondents answer fully and in writing each of these requests for admission, interrogatories and requests for production at the Office of the Solicitor, U.S. Department of Labor, 300 Fifth Avenue, Suite 1120, Seattle, WA 98104 within thirty (30) days of the date of service.

[1] Reference to the Administrator's H-2b regulations (29 C.F.R. §655, Subpart A) are to the 2008 regulations. *See* Bayou Lawn & Landscape Services, et al. v. Hilda L. Solis, et al., 12-cv-00183-RV-CJK (N.D. Fla. 2012).

a. In answering these discovery requests, please furnish such information and documents as are available to you, regardless of the source of the information and documents, whether the information and documents are obtained directly by you, or through your agents or representatives.

b. If these discovery requests are not or cannot be answered in full, please answer to the extent possible, specify the reason(s) for your inability to answer the remainder, and state whatever information or knowledge you have concerning the unanswered portions.

c. These discovery requests shall be deemed continuing and supplemental answers and responses are required if you obtain, directly or indirectly, further information of the nature sought herein between the time answers and responses are served and the time of the hearing. 29 C.F.R. §18.53. You are hereby notified that an order will be sought at hearing barring the admission of any evidence responsive to any discovery request which you have failed to disclose.

d. If any document requested herein was at one time in existence but has been lost, discarded, or destroyed, identify such document as completely as possible, providing as much of the following information as possible: the type of document; its date; the date or approximate date it was lost, discarded, or destroyed; the circumstances and manner in which it was lost, discarded, or destroyed; the reason or reasons for disposing of the document (if discarded or destroyed); the identity of all persons authorizing or having knowledge of the circumstances surrounding the disposal of the document; the identity of all persons who lost, discarded, or destroyed the document, and; the identity of all persons having knowledge of the contents thereof.

e. If you object to or otherwise decline to answer any portion of a discovery request, please provide all information/documents called for by that portion of the discovery request to which you do not object, or to which you do not decline to answer. If you object to a discovery request on the ground that it is too broad (i.e., that it calls both for information which is relevant to the subject matter of the action and information which is not), provide the information that is relevant. If you object to a

discovery request on the ground that to provide an answer would constitute an undue burden, provide all requested information that can be supplied without undertaking the undue burden. For those portions of a discovery request to which you object or otherwise decline to answer, state the reasons for such objection or declination.

DEFINITIONS

"Document" should be interpreted in the broadest possible manner and includes any written, graphic, printed, typed, photocopied, photographic, electronic, magnetic, recorded or tangible matter of any kind or character, or any recorded material, however produced or reproduced, whether prepared by you or otherwise, including all papers, books, records, transcripts, drafts, contracts, diaries, calendars, desk pads, minutes, lists of attendees, brochures, pamphlets, advertisements, circulars, press releases, correspondence, telephone records, communications, telegrams, teletypes, memoranda, notes, studies, work papers, summaries, analyses, reports, notebooks, manuals, guidelines, rules, instructions, operating procedures, drawings, blueprints, mylars, models, graphs, charts, maps, films, videotapes, photographs, electronic data storage materials, tapes, diskettes, digitally recorded information, lists, minutes, and entries in books of account, bills and invoices and also including every copy of a document that is not identical to the original (whether because of notes made on or attached to such copy or otherwise).

"H-2b Workers" means those workers who entered this country under the authorization of Respondents' TEC certified on December 14, 2012, bearing certified Case number H-400-12313-874905.

"Identify," "identification," or "state the identity of," unless otherwise defined, means:

(1) when applied to an individual person, to state the full name, employee identification number, present or last known business and residential addresses, present position and occupation held, and home and business telephone numbers of the person;

Butler: 2018-TNE-19
Administrator's Exhibit
Ex. L-3, Page 294

(2) when applied to a corporation or other business entity, to state the legal name, the date of incorporation, the state (location) of incorporation, each officer, director, or other managing agent, their title, the length of time in which such officer, director or other managing agent has held such position, the legal address of such entity, whether such entity is in good standing;

(3) when applied to oral communication, to identify (as defined in subparagraph (1)) the speaker(s), the person(s) addressed, the person(s) present during the communication, the date, the place and medium of the communication(s), and the content of the communication(s).

"Including" means including without limitation.

"Lawful deductions" shall mean each of those deductions required by law.

"Period of Intended Employment" shall mean the period from February 1, 2013 to October 31, 2013.

"Person," unless otherwise defined, includes individuals, corporations, partnerships, groups, associations, businesses and governmental agencies.

"TEC" means the Application for Temporary Employment Certification, ETA Form 9142 you filed to employ nonimmigrant workers for the period February 1, 2013 to October 31, 2013.

"You," "your," "Respondent" or "Respondents" includes Butler Amusements, LLC, Michael (Mick) Brajevich, and any assigns, agents and representatives, including attorneys and accountants.

Structural language limitations may preclude inclusion of both the singular and plural forms of speech. If a discovery request includes only the singular form of speech and the plural form of speech is applicable, please answer the request as if it is drafted to include the plural. If a discovery request includes only the plural form of speech and the singular form of speech is applicable, please answer the request as if it is drafted to include the singular.

///

///

Butler: 2018-TNE-19
Administrator's Exhibit
Ex. L-4, Page 295

REQUESTS FOR ADMISSION

REQUEST FOR ADMISSION NO. 1:

You filed a Temporary Employment Certification ("TEC") under 8 U.S.C. §1101(a)(15)(H)(ii)(b) ("H-2b") which was certified on December 14, 2012.

ANSWER:

REQUEST FOR ADMISSION NO. 2:

You employed H-2b Workers in positions other than as Amusement and Recreation Attendants.

ANSWER

REQUEST FOR ADMISSION NO. 3:

You provided free housing to each of your H-2b Workers.

ANSWER:

REQUEST FOR ADMISSION NO. 4:

The housing you provided to your H-2b Workers had no permanent address.

ANSWER:

REQUEST FOR ADMISSION NO. 5:

You have employed one or more of your H-2b Workers prior to your 2013 season.

ANSWER:

REQUEST FOR ADMISSION NO. 6:

You hired no domestic employee (non-H-2b Worker) to work in your employment during the Period of Intended Employment.

ANSWER:

Butler: 2018-TNE-19
Administrator's Exhibit
Ex. L-6, Page 297

REQUEST FOR ADMISSION NO. 7:

Michael (Mick) Brajavich controlled Butler Amusements, Inc. for at least the Period of Intended Employment.

ANSWER:

REQUEST FOR ADMISSION NO. 8:

Some of your H-2b Workers worked in Santa Barbara on April 23, 2013.

ANSWER:

REQUEST FOR ADMISSION NO. 9:

You paid your H-2b Workers a weekly salary regardless of the number of hours worked.

ANSWER:

Butler: 2018-TNE-19
Administrator's Exhibit
Ex. L-7, Page 298

REQUEST FOR ADMISSION NO. 10:

You did not keep records of the hours, days, and locations your H-2b Workers worked.

ANSWER:

INTERROGATORIES

INTERROGATORY NO. 1:

Unless you unconditionally admitted Request for Admission No. 1, provide the basis or bases upon which you rely for each part of your denial of Request for Admission No. 1.

ANSWER:

AR-121
Butler: 2018-TNE-19
Administrator's Exhibit
Ex. L-8, Page 299

INTERROGATORY NO. 2:

Unless you unconditionally admitted Request for Admission No. 2, provide the basis or bases upon which you rely for each part of your denial of Request for Admission No. 2.

ANSWER:

INTERROGATORY NO. 3:

Unless you unconditionally admitted Request for Admission No. 3, provide the basis or bases upon which you rely for each part of your denial of Request for Admission No. 3.

ANSWER:

Butler: 2018-TNE-19
Administrator's Exhibit
Ex. L-9, Page 300

INTERROGATORY NO. 4:

Unless you unconditionally admitted Request for Admission No. 7, provide the basis or bases upon which you rely for each part of your denial of Request for Admission No. 7.

ANSWER:

INTERROGATORY NO. 5:

If you are seeking a credit or other offset for furnishing housing to any of your H-2b Workers, please state the address of each housing furnished, the name of each of your H-2b Workers who resided in such housing, the time period of each of your H-2b Workers' residence, and the cost of the housing to you.

ANSWER:

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Administrator's Exhibit
Ex. L-10, Page 301

INTERROGATORY NO. 6:

Explain each basis upon which you relied for establishing your offered wage rate during the Period of Intended Employment.

ANSWER:

INTERROGATORY NO. 7:

Please identify each of your H-2b Workers. (For the purposes of this Interrogatory, the term "identify" shall include but not be limited to each H-2b Worker's: name, last known contact information [address, phone, email address]; job title; job duties; supervisor; rate of pay; method of pay, and period of employment with you for the Period of Intended Employment.)

ANSWER:

Butler: 2018-TNE-19
Administrator's Exhibit
Ex. L-11, Page 302

INTERROGATORY NO. 8:

Please identify each practice referenced in your statement that you follow "prevailing practices for the Traveling Amusement Industry in regards to housing, transportation and weekly salary for workers" on page 5, §G of your ETA Form 9142B.

ANSWER:

INTERROGATORY NO. 9:

If you dispute any of the Secretary's computations of backwages due your H-2b Workers (attached as **EXHIBIT A**), please identify and explain each such dispute.

ANSWER:

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Administrator's Exhibit
Ex. L-12, Page 303

INTERROGATORY NO. 10:

If you dispute the amount of the civil money penalties assessed in this matter, please identify each such dispute.

ANSWER:

INTERROGATORY NO. 11:

Please state each legal offset or other credit you are seeking or expect to seek in this matter to reduce your financial liability. (If you are seeking a housing credit, you need not repeat any information you included in your Answer to Interrogatory No. 5.)

ANSWER:

Butler: 2018-TNE-19
Administrator's Exhibit
Ex. L-13, Page 304

INTERROGATORY NO. 12

Please explain your corporate structure with such information to include but not be limited to: each principal with their name, title, job duties, and corporate address; the address of each entity; whether any principal has an interest in any other entity; the dates each entity has been in legal existence, whether any entity has a website, and if so, the website address.

ANSWER:

INTERROGATORY NO. 13:

If any information you indicated in your TEC has changed since filing, please identify and explain each such change. (For purposes of this Interrogatory, the term "identify and explain" shall include but not be limited to: an identification of the change, the location (form name, part or subsection, and page number) of each piece of changed information; the reason why the information changed (if any); and the individual or individuals responsible for each such piece of changed information.)

ANSWER:

Butler: 2018-TNE-19
Administrator's Exhibit
Ex. L-14, Page 305

INTERROGATORY NO. 14:

Please explain your method of paying each of your H-2b Workers. (For purposes of this interrogatory only, the term "explain your method of paying" shall include but not be limited to: how you determine the amount of pay, the name and title of each person who dispenses pay; the method of payment (such as whether cash, check, electronic funds transfer, or any other method), whether payment is made to all H-2b Workers at the same time; the name and title of the individual who determines who will be paid first; if pay is contained in an envelope, the name and title of each of your employees who handle the envelope before it is given to each H-2b Worker, and; whether all H-2b Workers are paid on the same day.)

ANSWER:

INTERROGATORYNO. 15:

Please identify each person involved in paying your H-2b Workers.

ANSWER:

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Administrator's Exhibit
Ex. L-15, Page 306

INTERROGATORY NO. 20:

Are you able to meet your financial obligations?

ANSWER:

REQUESTS FOR PRODUCTION

REQUEST FOR PRODUCTION NO. 1:

If you did not unconditionally admit Request for Admission No. 4, please produce each document upon which you rely for each part of your denial of Request for Admission No. 4.

RESPONSE:

REQUEST FOR PRODUCTION NO. 2:

If you did not unconditionally admit Request for Admission No. 5, please produce each document upon which you rely for each part of your denial of Request for Admission No. 5.

RESPONSE:

REQUEST FOR PRODUCTION NO. 3:

If you did not unconditionally admit Request for Admission No. 6, please produce each document upon which you rely for each part of your denial of Request for Admission No. 6.

RESPONSE:

REQUEST FOR PRODUCTION NO. 4:

If you did not unconditionally admit Request for Admission No. 8, please produce each document upon which you rely for each part of your denial of Request for Admission No. 8.

RESPONSE:

REQUEST FOR PRODUCTION NO. 5:

If you did not unconditionally admit Request for Admission No. 9, please produce each document upon which you rely for each part of your denial of Request for Admission No. 9.

RESPONSE:

Butler: 2018-TNE-19
Administrator's Exhibit
Ex. L-17, Page 308

REQUEST FOR PRODUCTION NO. 6:

If you did not unconditionally admit Request for Admission No. 10, please produce each document upon which you rely for each part of your denial of Request for Admission No. 10.

RESPONSE:

REQUEST FOR PRODUCTION NO. 7:

Produce each document which relates to your Answer to Interrogatory No. 2.

RESPONSE:

REQUEST FOR PRODUCTION NO. 8:

Produce each document which supports, contradicts, and/or relates to your Answer to Interrogatory No. 5. (For purposes of this Interrogatory, the records requested by this Interrogatory shall include but not be limited to documentation that: substantiates the cost of the housing furnished; substantiates the value of the housing furnished, and; demonstrates each of your H-2b Workers' voluntary and uncoerced acceptance of the housing furnished.)

RESPONSE:

REQUEST FOR PRODUCTION NO. 9:

Produce each document which supports or contradicts your Answer to Interrogatory No. 11.

RESPONSE:

REQUEST FOR PRODUCTION NO. 10:

Produce each document which supports or contradicts your Answer to Interrogatory No. 14.

RESPONSE:

REQUEST FOR PRODUCTION NO. 11:

Produce each statement (whether written, electronic, audio, or in some other format) upon which you will rely which was made by and/or taken by you from any person with knowledge of the relevant facts relating to the prosecution and/or defense of this matter.

RESPONSE:

REQUEST FOR PRODUCTION NO. 12:

Produce each document you have filed or otherwise submitted to any governmental organization (foreign or domestic) regarding your intent to employ H-2b workers for the 2019 season.

RESPONSE:

DATED this 14th day of December, 2018.

Kate O'Scannlain
Solicitor of Labor

Janet M. Herold
Regional Solicitor

Bruce L. Brown
Associate Regional Solicitor

Jeannie Gorman
Senior Trial Attorney

By: _____
U.S. DEPARTMENT OF LABOR
Attorneys for Plaintiff

Butler: 2018-TNE-19
Administrator's Exhibit
Ex. L-20, Page 311

EXHIBIT A TO ADMINISTRATOR'S FIRST SET OF DISCOVERY REQUESTS

Name	Job Performed	Amount Due
Saul Estadillo Herrera	Truck driver	$ 2,750.00
Gustavo Gamero	Truck driver	$ 2,750.00
Sergio Guzman	Truck driver	$ 2,750.00
Jaime Hernandez	Machine shop mechanic	$ 3,324.20
Omar Lopez Romero	Ride supervisor	$ 3,064.60
Antonio Mendez	Ride supervisor	$ 644.60
Jose Ivan Ortega Romo	Truck driver	$ 2,750.00
Fernando Preza	Truck driver	$ 2,750.00
Felipe Villegas Quijano	Machine shop mechanic	$ 4,204.20
	Total backwages due:	$24,987.60

Butler: 2018-TNE-19
Administrator's Exhibit
Ex. L-21, Page 312

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES

In the Matter of:	*	
ADMINISTRATOR,	*	
WAGE & HOUR DIVISION		**Case No.:** 2018-TNE-00019
Plaintiff	*	
		WHD Reference #: 1689932
v.	*	
BUTLER AMUSEMENTS, INC., and	*	
MICHAEL BRAJEVICH		
Respondents	*	

* * * * * * * * * * * * * *

RESPONDENTS' ANSWERS TO REQUEST FOR ADMISSIONS

R. Wayne Pierce, Esquire
The Pierce Law Firm, LLC
133 Defense Hwy, Suite 201
Annapolis, Maryland 21401-7015
410-573-9955
Fax 410-573-9956
wpierce@adventurelaw.com
Attorney for Respondents

January 16, 2019

FROM: Butler Amusements, Inc., and Michael Brajevich, Respondents

TO: Administrator, Wage & Hour Division, Plaintiff

Butler Amusements, Inc., and Michael Brajevich, Respondents, respond to Plaintiff's request for admissions as follows:

A. The information supplied in these responses is not based solely upon the knowledge of this party, but includes the knowledge of this party's agents, representatives, and counsel, unless privileged.

B. The word usage and sentence structure is that of counsel, who in fact prepared these answers. The language does not purport to be the exact language of this party.

C. These requests for admission have been interpreted and answered in accordance with the Rules of Procedure and plain English usage. To the extent the definitions or instructions included with the requests for admission are inconsistent therewith, this party disavows any intention to abide by them.

REQUEST NO. 1: You filed a Temporary Employment Certification ("TEC") under 8 U.S.C. § 1101 (a) (15) (H) (ii) (b) ("H-2B") which was certified on December 14, 2012.

Response No. 1: Respondents admit that Butler Amusements, Inc., filed an ETA Form 9142 that was certified by a letter dated December 14, 2012. The request is otherwise denied.

REQUEST NO. 2: You employed H-2B Workers in positions other than as Amusement and Recreation Attendants.

Response No. 2: *Objection.* This request is not limited in time, and is therefore largely irrelevant. Without waiving this objection, the request is denied as to the 2013 allegations in this case. The request is otherwise denied.

REQUEST NO. 3: You provided free housing to each of your H-2B Workers.

Response No. 3: *Objection.* This request is not limited in time, and is therefore largely irrelevant. Without waiving this objection, Respondents admit that, during the 2013 season, they provided H-2B workers with housing for which the H-2B workers did not pay a deduction, chargeback, or rent. The request is otherwise denied.

REQUEST NO. 4: The housing you provided to your H-2B Workers had no permanent address.

Response No. 4: *Objection.* This request is not limited in time, and is therefore largely irrelevant. Without waiving this objection,Respondents admit that the housing that they provided during the 2013 season was used at various locations. The request is otherwise denied.

REQUEST NO. 5: You have employed one or more of your H-2B Workers prior to your 2013 season.

Response No. 5: *Objection.* This request is not limited in time, and is therefore largely irrelevant. Without waiving this objection,Respondents admit that Butler Amusements, Inc., participated in the H-2B program before the 2013 season. The request is otherwise denied.

REQUEST NO. 6: You hired no domestic employee (non-H-2B Worker) to work in your employment during the Period of Intended Employment.

Response No. 6: Denied.

REQUEST NO. 7: Michael (Mick) Brajavich [sic] controlled Butler Amusements, Inc. for at least the Period of Intended Employment.

Response No. 7: Objection. The term "controlled" is not defined. Without waiving this objection, Respondents admit that Michael Brajevich served as Butler's chief executive officer during the 2013 season. The request is otherwise denied.

REQUEST NO. 8: Some of your H-2B Workers were in Santa Barbara on April 23, 2013.

Response No. 8: Admitted.

REQUEST NO. 9: You paid your H-2B Workers a weekly salary regardless of the number of hours worked.

Response No. 9: *Objection.* This request is not limited in time, and is therefore largely irrelevant. Without waiving this objection, the request is denied.

REQUEST NO. 10: You did not keep records of the hours, days, and locations your H-2B Workers worked.

Response No. 10: *Objection.* This request is not limited in time, and is therefore largely irrelevant. Without waiving this objection, the request is denied.

R. WAYNE PIERCE
The Pierce Law Firm, LLC
133 Defense Highway, Suite 201
Annapolis, MD 21401
Phone: 410-573-9955
Fax: 410-573-9956
Email: wpierce@adventurelaw.com

Attorney for Respondents

CERTIFICATE OF SERVICE

Respondents Butler Amusements, Inc., and Michael Brajevich, hereby certify that on **January 16, 2019,** copies of the following:

1. Respondents' Answers to Request for Admissions

Were mailed, and a copy was e-mailed, to:

Jeannie Gorman
US Department of Labor
Office of the Solicitor
300 5th Avenue, Suite 1120
Seattle, Washington 98104-2397
Ph: (206) 757-6762
Fax: (206) 757-6761
Gorman.jeannie@dol.gov

And a copy of the notice of service was mailed to:
Chief Docket Clerk
Office of Administrative Law Judges
800 K Street NW, Suite 400
Washington, DC 20001-8002

R. Wayne Pierce

R. WAYNE PIERCE

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES

In the Matter of:	*	
ADMINISTRATOR,	*	
WAGE & HOUR DIVISION		**Case No.:** 2018-TNE-00019
Plaintiff	*	
		WHD Reference #: 1689932
v.	*	
BUTLER AMUSEMENTS, INC., and	*	
MICHAEL BRAJEVICH		
Respondents	*	

* * * * * * * * * * * * * *

RESPONDENT'S ANSWERS TO INTERROGATORIES

R. Wayne Pierce, Esquire
The Pierce Law Firm, LLC
133 Defense Hwy, Suite 201
Annapolis, Maryland 21401-7015
410-573-9955
Fax 410-573-9956
wpierce@adventurelaw.com
Attorney for Respondents

January 16, 2019

FROM: Butler Amusements, Inc., and Michael Brajevich, Respondents

TO: Administrator, Wage & Hour Division, Plaintiff

Butler Amusements, Inc., and Michael Brajevich, Respondents, answer the Plaintiff's interrogatories and say:

A. The information supplied in these answers is not based solely upon the knowledge of the executing party, but includes the knowledge of the party's agents, representatives, and attorneys, unless privileged.

B. The word usage and sentence structure is that of the attorneys who in fact prepared these answers and language does not purport to be the exact language of the executing party.

C. These interrogatories have been interpreted and answered in accordance with the Rules of Procedure and plain English usage. To the extent the definitions and instructions included with the interrogatories are inconsistent therewith, this party disavows any intention to abide by them.

D. Defendant objects to the interrogatories to the extent that they purport to require answers on behalf of any entity other than this Defendant.

INTERROGATORY NO. 1: Unless you unconditionally admitted Request for Admission No. 1, provide the basis or bases upon which you rely for each part of your denial of Request for Admission No. 1.

ANSWER NO. 1: In addition to the basis obvious from the answer itself, the basis for the conditional answer is that the request was overbroad and included false statements or implications. The request also exceeded the permissible bounds for a request for admission of facts.

INTERROGATORY NO. 2: Unless you unconditionally admitted Request for Admission No. 2, provide the basis or bases upon which you rely for each part of your denial of Request for Admission No. 2.

ANSWER NO. 2: In addition to the basis obvious from the answer itself, the basis for the conditional answer is that the request was overbroad and included false statements or

implications. The request also exceeded the permissible bounds for a request for admission of facts.

INTERROGATORY NO. 3: Unless you unconditionally admitted Request for Admission No. 3, provide the basis or bases upon which you rely for each part of your denial of Request for Admission No. 3.

ANSWER NO. 3: In addition to the basis obvious from the answer itself, the basis for the conditional answer is that the request was overbroad and included false statements or implications. The request also exceeded the permissible bounds for a request for admission of facts.

INTERROGATORY NO. 4: Unless you unconditionally admitted Request for Admission No. 7, provide the basis or bases upon which you rely for each part of your denial of Request for Admission No. 7.

ANSWER NO. 4: In addition to the basis obvious from the answer itself, the basis for the conditional answer is that the request was overbroad and included false statements or implications. The request also exceeded the permissible bounds for a request for admission of facts.

INTERROGATORY NO. 5: If you are seeking a credit or other offset for furnishing housing to any of your H-2B Workers, please state the address of each housing furnished, the name of each of your H-2B Workers who resided in such housing, the time period of each of your H-2B Workers' residence, and the cost of the housing to you.

ANSWER NO. 5: *Objection.* This request is not limited in time or to the implicated workers, and is therefore largely irrelevant. Without waiving this objection, housing was made available at locations reflected on Butler's itinerary and previously produced. Each of the 9 implicated workers lived in the housing during the 2013 season. Respondents are still identifying and preparing cost documentation, and this answer will be supplemented.

INTERROGATORY NO. 6: Explain each basis upon which you rely for establishing your offered wage rate during the Period of Intended Employment.

ANSWER NO. 6: *Objection.* This interrogatory calls for a legal conclusions not appropriate for interrogatories. Without waiving this objection, "offered wage" is a term of art, and by definition, the basis for the offered wage rate is the ETA Form 9142.

INTERROGATORY NO. 7: Please identify each of your H-2B Workers. (For the purposes of this Interrogatory, the term "identify" shall include but not be limited to each H-2B Worker's: name, last known contact information [address, phone, e-mail address]; job title; job duties; supervisor; rate of pay; method of pay, and period of employment with you for the Period of Intended Employment.)

ANSWER NO. 7: *Objection.* This request is not limited in time or to the implicated workers, and is therefore largely irrelevant. Without waiving this objection, Butler's H-2B workers for the 2013 season were identified in the records already produced for inspection. Specifically, contact information is contained in the Excel spreadsheet for the 2013 H-2B workers.

INTERROGATORY NO. 8: Please identify each practice referenced in your statement that you follow "prevailing practices for the Traveling Amusement Industry in regards to housing, transportation and weekly salary for workers" on page 5, § G of your ETA Form 9142B.

ANSWER NO. 8: This statement indicates that Butler availed itself, as permitted under the 2008 rules, to follow industry practice to provide housing, in and out of country travel, and local convenience travel for a credit, and to use a prepayment plan for compensating wages. Respondents were also entitled to credits for providing visa and inspection fees, and bonuses or merit pay.

INTERROGATORY NO. 9: If you dispute any of the Secretary's computations of backwages to your H-2B Workers (attached as EXHIBIT A), please identify and explain each such dispute.

ANSWER NO. 9: *Objection.* The Administrator has not explained how those calculations were made, so it is not possible to answer this interrogatory. Further, by its very nature, once a dispute is acknowledged, there is nothing remaining to "identify and explain."

Without waiving this objection, Respondents believe that the Administrator made no allowance for proper credits (including for the duration of the season), nor the issues identified in Respondents' motion for summary judgment, including:

- The unenforceability of the 2008 regulations.
- The binding nature of ETA's prevailing wages.
- The absence of enforceable regulatory requirements.
- It is not necessary to identify every single job task when applying for a prevailing wage.
- The H-2B workers were entitled to work minor or incidental duties outside of their designated job code up to 20% of their time.
- The H-2B workers were entitled to work up to 80% of their time supervising others in the same job code.

INTERROGATORY NO. 10: If you dispute the amount of the civil money penalties assessed in this matter, please identify each such dispute.

ANSWER NO. 10: *Objection.* The Administrator has not explained how those calculations were made, so it is not possible to answer this interrogatory. Further, by its very nature, once a dispute is acknowledged, there is nothing remaining to "identify." Without waiving this objection, Respondents simply state that they identify the dispute by acknowledging that they dispute the amount.

INTERROGATORY NO. 11: Please state each legal offset or other credit you are seeking or expect to seek in this matter to reduce your financial liability. (If you are seeking a housing credit, you need not repeat any information you included in your Answer to Interrogatory No. 5.)

ANSWER NO. 11: This information was already provided in other answers.

INTERROGATORY NO. 12: Please explain your corporate structure with such information to include but not limited to: each principal with their name, title, job duties,

Butler: 2018-TNE-19
Administrator's Exhibit
Ex. N-5, Page 322

and corporate address; the address of each entity; whether any principal has an interest in any other entity; the dates each entity has been in legal existence, whether any entity has a website, and if so, the website address.

ANSWER NO. 12: *Objection.* This request is not limited in time, and is therefore largely irrelevant. Without waiving this objection, Butler's chief executive officer is Michael Brajevich. The Board of Directors consists of Michael Brajevich, Lance Moyer, and Tom Shobaken. Corporate shares are owned by Tammy Quint, Kelly Butler, Kris Brajevich, Jill Moyer, and Sean Butler.

INTERROGATORY NO. 13: If any information you indicated in your TEC has changed since filing, please identify and explain each such change. (For purposes of this Interrogatory, the term "identify and explain" shall include but not be limited to: an identification of the change, the location (form name, part or subsection, and page number) of each piece of changed information; the reason why the information changed (if any); and the individual or individuals responsible for each such piece of changed information.)

ANSWER NO. 13: *Objection.* This request is not limited in time, and is therefore largely irrelevant. Without waiving this objection, Respondents are not aware of any information in their ETA Form 9142 for the 2013 season that was not accurate at the time the form was submitted.

INTERROGATORY NO. 14: Please explain your method of paying each of your H-2B Workers. (For purposes of this interrogatory only, the term "explain your method of paying" shall include but not be limited to: how you determine the amount of pay, the name and title of each person who dispenses pay; the method of payment (such as whether cash, check, electronic funds transfer, or any other method), whether payment is made to all H-2B Workers at the same time; the name and title of the individual who determines who will be paid first; if pay is contained in an envelope, the name and title of each of your employees who handled the envelope before it is given to each H-2B Worker, and; whether all H-2B Workers are paid on the same day.)

ANSWER NO. 14: *Objection.* This request is not limited in time or to the implicated workers, and is therefore largely irrelevant. Without waiving this objection, in 2013, Butler's H-2B employees in 2013 were paid in cash on Sunday. They countersigned their pay statement, and the pay statements were sent to the Beaverton office.

INTERROGATORY NO. 15: Please identify each person involved in paying your H-2B Workers.

ANSWER NO. 15: *Objection.* This request is not limited in time or to the implicated workers, and is therefore largely irrelevant. Without waiving this objection, in 2013, Butler is the employer and was responsible for paying.

INTERROGATORY NO. 20 [sic]: Are you able to meet your financial obligations?

ANSWER NO. 20 [sic]: *Objection.* This request is not limited in time or to the implicated workers, and is therefore largely irrelevant. It also appears to go to collectibility, for which discovery is inappropriate at least until an adverse judgment is obtained. Without waiving this objection, in 2013, Butler satisfied DHS's definition of financial viability.

I, **Michael Brajevich**, am chief executive officer of BUTLER AMUSEMENTS, INC., and am duly authorized by the corporation to execute these answers to interrogatories under oath on its behalf. The information set forth in these answers was collected by others and such information is not necessarily within my personal knowledge. However, on behalf of the corporation, I solemnly affirm under penalties of perjury that the foregoing answers to interrogatories are true to the best of my knowledge, information and belief.

Michael Brajevich

I, **Michael Brajevich**, execute these answers to interrogatories under oath. The information set forth in these answers was collected by others and such information is not necessarily within my personal knowledge. I solemnly affirm under penalties of perjury that the foregoing answers to interrogatories are true to the best of my knowledge, information and belief.

Michael Brajevich

R. Wayne Pierce

R. WAYNE PIERCE
The Pierce Law Firm, LLC
133 Defense Highway, Suite 201

Annapolis, MD 21401
Phone: 410-573-9955
Fax: 410-573-9956
Email: wpierce@adventurelaw.com

Attorney for Respondents

CERTIFICATE OF SERVICE

Respondents Butler Amusements, Inc., and Michael Brajevich, hereby certify that on **January 16, 2019,** copies of the following:

1. Respondents' Answers to Interrogatories

Were mailed, and a copy was e-mailed, to:

Jeannie Gorman
US Department of Labor
Office of the Solicitor
300 5th Avenue, Suite 1120
Seattle, Washington 98104-2397
Ph: (206) 757-6762
Fax: (206) 757-6761
Gorman.jeannie@dol.gov

And a copy of the notice of service was mailed to:
Chief Docket Clerk
Office of Administrative Law Judges
800 K Street NW, Suite 400
Washington, DC 20001-8002

R. Wayne Pierce
R. WAYNE PIERCE

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES

In the Matter of:	*	
ADMINISTRATOR,	*	
WAGE & HOUR DIVISION		**Case No.:** 2018-TNE-00019
Plaintiff	*	
		WHD Reference #: 1689932
v.	*	
BUTLER AMUSEMENTS, INC., and	*	
MICHAEL BRAJEVICH		
Respondents	*	

* * * * * * * * * * * * * *

RESPONDENTS' ANSWERS TO REQUEST FOR PRODUCTION OF DOCUMENTS

R. Wayne Pierce, Esquire
The Pierce Law Firm, LLC
133 Defense Hwy, Suite 201
Annapolis, Maryland 21401-7015
410-573-9955
Fax 410-573-9956
wpierce@adventurelaw.com
Attorney for Respondents

January 16, 2019

FROM: Butler Amusements, Inc., and Michael Brajevich, Respondents

TO: Administrator, Wage & Hour Division, Plaintiff

Butler Amusements, Inc., and Michael Brajevich, Respondents, respond to Plaintiff's request for production of documents as follows:

GENERAL OBJECTIONS

A. These parties object to producing any documents requested that are privileged, including those protected by the attorney-client privilege and/or the work-product doctrine.

B. These parties object to those instructions and definitions set forth in the Request for Production of Documents that exceed the scope of the rules of procedure.

C. These parties object to the production schedule in the document requests. These parties will produce documents responsive to the Request for Production of Documents as they are kept in the usual course of business at the offices of The Pierce Law Firm, LLC, 133 Defense Highway, Suite 201, Annapolis, Maryland 21401-7015, on a date and at a time agreeable to counsel.

D. The statement that "documents will be produced" is not a representation that responsive documents exist, have ever existed, or can be found, only that such responsive documents as may be located will be provided.

REQUESTS AND RESPONSES

REQUEST NO. 1: If you did not unconditionally admit Request for Admission No. 4, please produce each document upon which you rely for each part of your denial of Request for Admission No. 4.

Response No. 1: In addition to the basis obvious from the answer itself, the basis for the conditional answer is that the request was overbroad and included false statements or implications. The request also exceeded the permissible bounds for a request for admission of facts.

Butler: 2018-TNE-19
Administrator's Exhibit
Ex. O-2, Page 328

REQUEST NO. 2: If you did not unconditionally admit Request for Admission No. 5, please produce each document upon which you rely for each part of your denial of Request for Admission No. 5.

Response No. 2: In addition to the basis obvious from the answer itself, the basis for the conditional answer is that the request was overbroad and included false statements or implications. The request also exceeded the permissible bounds for a request for admission of facts.

REQUEST NO. 3: If you did not unconditionally admit Request for Admission No. 6, please produce each document upon which you rely for each part of your denial of Request for Admission No. 6.

Response No. 3: *Objection.* It is unduly burdensome to produce "each" document to prove that Butler hired U.S. workers at some undisclosed point in time in the past. Without waiving this objection, this is readily apparent from the payroll and timekeeping records already produced.

REQUEST NO. 4: If you did not unconditionally admit Request for Admission No. 8, please produce each document upon which you rely for each part of your denial of Request for Admission No. 8.

Response No. 4: *Objection.* It is not possible to answer this request further as it is currently phrased.

REQUEST NO. 5: If you did not unconditionally admit Request for Admission No. 9, please produce each document upon which you rely for each part of your denial of Request for Admission No. 9.

Response No. 5: Respondents have already produced their payroll. Discovery continues and this response will be supplemented as needed.

REQUEST NO. 6: If you did not unconditionally admit Request for Admission No. 10, please produce each document upon which you rely for each part of your denial of Request for Admission No. 10.

Response No. 6: Respondents have already produced voluminous timekeeping records.

Butler: 2018-TNE-19
Administrator's Exhibit
Ex. O-3, Page 329

REQUEST NO. 7: Produce each document which relates to your Answer to Interrogatory No. 2.

Response No. 7: *Objection.* This request is so overbroad as to be impossible to answer. Without waiving this objection, Respondents believe that any documents identified in the interrogatory answers have already been produced.

REQUEST NO. 8: Produce each document which supports, contradicts, and/or relates to your Answer to Interrogatory No. 5. (For purposes of this Interrogatory, the records requested by this Interrogatory shall include but not be limited to documentation that: substantiates the cost of the housing furnished; substantiates the value of the housing furnished, and; demonstrates each of your H-2B Workers' voluntary and uncoerced acceptance of the housing furnished.)

Response No. 8: Discovery continues and this response will be supplemented as needed.

REQUEST NO. 9: Produce each document which supports or contradicts your Answer to Interrogatory No. 11.

Response No. 9: Objection. Those credits or offsets that Respondents claim have already been identified, and Respondents are not aware of further documents (other than the pleadings in this case) to substantiate the fact of what they are claiming in this case.

REQUEST NO. 10: Produce each document which supports or contradicts your Answer to Interrogatory No. 14.

Response No. 10: Discovery continues and this response will be supplemented as needed.

REQUEST NO. 11: Produce each statement (whether written, electronic, audio, or in some other format) upon which you will rely which was made by and/or taken by you from any person with knowledge of the relevant facts relating to the prosecution and/or defense of this matter.

Response No. 11: *Objection.* Statements made by individuals other than the parties are not discoverable. *Suggs v. Whitaker*, 152 F.R.D. 501, 505 (M.D.N.C. 1993) (no discovery of witness statements); *Fernandes v. United Fruit Co.*, 50 F.R.D. 82, 83-84 (D.Md. 1970) (no discovery of those persons from whom a statement was taken); *Board of Educ. v. Heating & Ventilating, Inc.*, 104 F.R.D. 23, 32 (N.D. Ill. 1984) (interrogator cannot ask who was

interviewed and whether a statement was prepared); *Uinta Oil Refining Co. v. Continental Oil Co.*, 226 F.Supp. 495, 500, 505-06 (D.Utah 1964) (no discovery of those persons from whom a statement was requested or taken); *Buining v. The Transporter*, 171 F. Supp. 127, 133 (D.Md. 1959) (court disallowed interrogatory seeking identity of any person who had given a written statement to the opponent); *O'Brien v. Equitable life Assur. Soc'y*, 13 F.R.D. 475, 477 (W.D. Mo. 1953) (same). Notwithstanding this objection, defendant is not aware of any such documents generated in the ordinary course of business. Respondents reserve the right to produce such statements as part of its exhibit list.

REQUEST NO. 12: Produce each document you have filed or otherwise submitted to any governmental organization (foreign or domestic) regarding your intent to employ H-2B workers for the 2019 season.

Response No. 12: Objection. This request does not seek information likely to lead to admissible evidence. Without waiving this objection, Respondents will produce their ETA Form 9142 and I-129 for the 2019 season.

R Wayne Pierce

R. WAYNE PIERCE
The Pierce Law Firm, LLC
133 Defense Highway, Suite 201
Annapolis, MD 21401
Phone: 410-573-9955
Fax: 410-573-9956
Email: wpierce@adventurelaw.com

Attorney for Respondents

CERTIFICATE OF SERVICE

Respondents Butler Amusements, Inc., and Michael Brajevich, hereby certify that on **January 16, 2019,** copies of the following:

1. Respondents' Answers to Request for Production of Documents

Were mailed, and a copy was e-mailed, to:

Jeannie Gorman
US Department of Labor
Office of the Solicitor
300 5th Avenue, Suite 1120
Seattle, Washington 98104-2397
Ph: (206) 757-6762
Fax: (206) 757-6761
Gorman.jeannie@dol.gov

And a copy of the notice of service was mailed to:
Chief Docket Clerk
Office of Administrative Law Judges
800 K Street NW, Suite 400
Washington, DC 20001-8002

R Wayne Pierce
R. WAYNE PIERCE

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES

In the Matter of:	*	
ADMINISTRATOR,	*	
WAGE & HOUR DIVISION		**Case No.:** 2018-TNE-00019
Plaintiff	*	
		WHD Reference #: 1689932
v.	*	
BUTLER AMUSEMENTS, INC., and	*	
MICHAEL BRAJEVICH		
Respondents	*	

* * * * * * * * * * * * * *

RESPONDENTS' SUPPLEMENTAL ANSWERS TO REQUEST FOR ADMISSIONS

R. Wayne Pierce, Esquire
The Pierce Law Firm, LLC
133 Defense Hwy, Suite 201
Annapolis, Maryland 21401-7015
410-573-9955
Fax 410-573-9956
wpierce@adventurelaw.com
Attorney for Respondents

April 1, 2019

FROM: Butler Amusements, Inc., and Michael Brajevich, Respondents

TO: Administrator, Wage & Hour Division, Plaintiff

Butler Amusements, Inc., and Michael Brajevich, Respondents, respond to Plaintiff's request for admissions as follows:

A. The information supplied in these responses is not based solely upon the knowledge of this party, but includes the knowledge of this party's agents, representatives, and counsel, unless privileged.

B. The word usage and sentence structure is that of counsel, who in fact prepared these answers. The language does not purport to be the exact language of this party.

C. These requests for admission have been interpreted and answered in accordance with the Rules of Procedure and plain English usage. To the extent the definitions or instructions included with the requests for admission are inconsistent therewith, this party disavows any intention to abide by them.

REQUEST NO. 1: You filed a Temporary Employment Certification ("TEC") under 8 U.S.C. § 1101 (a) (15) (H) (ii) (b) ("H-2B") which was certified on December 14, 2012.

Response No. 1: Respondents admit that Butler Amusements, Inc., filed an ETA Form 9142 that was certified by a letter dated December 14, 2012. The request is otherwise denied.

REQUEST NO. 2: You employed H-2B Workers in positions other than as Amusement and Recreation Attendants.

Response No. 2: *Objection.* This request is not limited in time, and is therefore largely irrelevant. Without waiving this objection, the request is denied as to the 2013 allegations in this case. The request is otherwise denied.

REQUEST NO. 3: You provided free housing to each of your H-2B Workers.

Response No. 3: *Objection.* This request is not limited in time, and is therefore largely irrelevant. Without waiving this objection, Respondents admit that, during the 2013 season, they provided H-2B workers with housing for which the H-2B workers did not pay a deduction, chargeback, or rent. The request is otherwise denied.

REQUEST NO. 4: The housing you provided to your H-2B Workers had no permanent address.

Response No. 4: *Objection.* This request is not limited in time, and is therefore largely irrelevant. Without waiving this objection,Respondents admit that the housing that they provided during the 2013 season was used at various locations. The request is otherwise denied.

Supplemental Response No. 4: Respondent's mobile housing is a corporate asset and is registered to specific addresses. The request is otherwise denied.

REQUEST NO. 5: You have employed one or more of your H-2B Workers prior to your 2013 season.

Response No. 5: *Objection.* This request is not limited in time, and is therefore largely irrelevant. Without waiving this objection,Respondents admit that Butler Amusements, Inc., participated in the H-2B program before the 2013 season. The request is otherwise denied.

Supplemental Response No. 5: According to the definitions, "H-2B Workers" means those H-2B workers who were certified to work for the Respondents during the 2013 season. As

such, Respondent Butler Amusements, Inc., admits this request. The request is otherwise denied.

REQUEST NO. 6: You hired no domestic employee (non-H-2B Worker) to work in your employment during the Period of Intended Employment.

Response No. 6: Denied.

REQUEST NO. 7: Michael (Mick) Brajavich [sic] controlled Butler Amusements, Inc. for at least the Period of Intended Employment.

Response No. 7: Objection. The term "controlled" is not defined. Without waiving this objection, Respondents admit that Michael Brajevich served as Butler's chief executive officer during the 2013 season. The request is otherwise denied.

REQUEST NO. 8: Some of your H-2B Workers were in Santa Barbara on April 23, 2013.

Response No. 8: Admitted.

REQUEST NO. 9: You paid your H-2B Workers a weekly salary regardless of the number of hours worked.

Response No. 9: *Objection.* This request is not limited in time, and is therefore largely irrelevant. Without waiving this objection, the request is denied.

REQUEST NO. 10: You did not keep records of the hours, days, and locations your H-2B Workers worked.

Response No. 10: *Objection.* This request is not limited in time, and is therefore largely irrelevant. Without waiving this objection, the request is denied.

R Wayne Pierce

R. WAYNE PIERCE
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133 Defense Highway, Suite 201
Annapolis, MD 21401
Phone: 410-573-9955

Fax: 410-573-9956
Email: wpierce@adventurelaw.com

Attorney for Respondents

CERTIFICATE OF SERVICE

Respondents Butler Amusements, Inc., and Michael Brajevich, hereby certify that on **April 1, 2019,** copies of the following:

1. Respondents' Answers to Request for Admissions

Were mailed, and a copy was e-mailed, to:

Jeannie Gorman
US Department of Labor
Office of the Solicitor
300 5th Avenue, Suite 1120
Seattle, Washington 98104-2397
Ph: (206) 757-6762
Fax: (206) 757-6761
Gorman.jeannie@dol.gov

And a copy of the notice of service was mailed to:
Chief Docket Clerk
Office of Administrative Law Judges
800 K Street NW, Suite 400
Washington, DC 20001-8002

R. WAYNE PIERCE

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES

In the Matter of:	*	
ADMINISTRATOR,	*	
WAGE & HOUR DIVISION		**Case No.:** 2018-TNE-00019
Plaintiff	*	
		WHD Reference #: 1689932
v.	*	
BUTLER AMUSEMENTS, INC., and	*	
MICHAEL BRAJEVICH		
Respondents	*	

* * * * * * * * * * * * * *

RESPONDENTS' SUPPLEMENTAL
ANSWERS TO REQUEST FOR PRODUCTION OF DOCUMENTS

RECEIVED
U.S. DOL - Office of The Solicitor
APR 02 2019
SEATTLE, WA

R. Wayne Pierce, Esquire
The Pierce Law Firm, LLC
133 Defense Hwy, Suite 201
Annapolis, Maryland 21401-7015
410-573-9955
Fax 410-573-9956
wpierce@adventurelaw.com
Attorney for Respondents

February 19, 2019

FROM: Butler Amusements, Inc., and Michael Brajevich, Respondents

TO: Administrator, Wage & Hour Division, Plaintiff

Butler Amusements, Inc., and Michael Brajevich, Respondents, respond to Plaintiff's request for production of documents as follows:

GENERAL OBJECTIONS

A. These parties object to producing any documents requested that are privileged, including those protected by the attorney-client privilege and/or the work-product doctrine.

B. These parties object to those instructions and definitions set forth in the Request for Production of Documents that exceed the scope of the rules of procedure.

C. These parties object to the production schedule in the document requests. These parties will produce documents responsive to the Request for Production of Documents as they are kept in the usual course of business at the offices of The Pierce Law Firm, LLC, 133 Defense Highway, Suite 201, Annapolis, Maryland 21401-7015, on a date and at a time agreeable to counsel.

D. The statement that "documents will be produced" is not a representation that responsive documents exist, have ever existed, or can be found, only that such responsive documents as may be located will be provided.

REQUESTS AND RESPONSES

REQUEST NO. 1: If you did not unconditionally admit Request for Admission No. 4, please produce each document upon which you rely for each part of your denial of Request for Admission No. 4.

Response No. 1: In addition to the basis obvious from the answer itself, the basis for the conditional answer is that the request was overbroad and included false statements or implications. The request also exceeded the permissible bounds for a request for admission of facts.

Supplemental Response No. 1: Request for admission #4 asked Respondent to admit that its mobile housing had no permanent address. As seen in Respondent's document production, the bunkhouses are registered to specific addresses.

REQUEST NO. 2: If you did not unconditionally admit Request for Admission No. 5, please produce each document upon which you rely for each part of your denial of Request for Admission No. 5.

Response No. 2: In addition to the basis obvious from the answer itself, the basis for the conditional answer is that the request was overbroad and included false statements or implications. The request also exceeded the permissible bounds for a request for admission of facts.

Supplemental Response No. 2: Request for admission #5 asked Respondent to admit that it employed one or more H-2B workers from the 2013 season during prior seasons. The request is denied as to Mr. Brajevich. See the #9142 and I-129, both of which identify the employer.

REQUEST NO. 3: If you did not unconditionally admit Request for Admission No. 6, please produce each document upon which you rely for each part of your denial of Request for Admission No. 6.

Response No. 3: *Objection.* It is unduly burdensome to produce "each" document to prove that Butler hired U.S. workers at some undisclosed point in time in the past. Without waiving this objection, this is readily apparent from the payroll and timekeeping records already produced.

Supplemental Response No. 3: Request for admission #6 asked Respondent to admit that it hired no U.S. workers during the 2013 season. Documentation showing that Respondent hired U.S. workers in 2013 has been produced in the payroll documents, such as Butler 000001-001074.

REQUEST NO. 4: If you did not unconditionally admit Request for Admission No. 8, please produce each document upon which you rely for each part of your denial of Request for Admission No. 8.

Response No. 4: *Objection.* It is not possible to answer this request further as it is currently phrased.

REQUEST NO. 5: If you did not unconditionally admit Request for Admission No. 9, please produce each document upon which you rely for each part of your denial of Request for Admission No. 9.

Response No. 5: Respondents have already produced their payroll. Discovery continues and this response will be supplemented as needed.

Supplemental Response No. 5: Request for admission #9 asked Respondent to admit that it paid a weekly salary regardless of the number of hours worked to the H-2B workers in the 2013 season. Payroll has been produced as Butler 000001-001074.

REQUEST NO. 6: If you did not unconditionally admit Request for Admission No. 10, please produce each document upon which you rely for each part of your denial of Request for Admission No. 10.

Response No. 6: Respondents have already produced voluminous timekeeping records.

Supplemental Response No. 6: Request for admission #10 asked Respondent to admit that it did not keep timekeeping records for H-2B workers during the 2013 season. Timekeeping records have been produced as Butler 000001-001074.

REQUEST NO. 7: Produce each document which relates to your Answer to Interrogatory No. 2.

Response No. 7: *Objection.* This request is so overbroad as to be impossible to answer. Without waiving this objection, Respondents believe that any documents identified in the interrogatory answers have already been produced.

Supplemental Response No. 7: Interrogatory #2 was directed to whether Respondent employed H-2B workers in 2013 in positions other than as amusement and recreation

attendants. Responsive documents have been produced in the payroll documents, such as Butler 000001-001074.

REQUEST NO. 8: Produce each document which supports, contradicts, and/or relates to your Answer to Interrogatory No. 5. (For purposes of this Interrogatory, the records requested by this Interrogatory shall include but not be limited to documentation that: substantiates the cost of the housing furnished; substantiates the value of the housing furnished, and; demonstrates each of your H-2B Workers' voluntary and uncoerced acceptance of the housing furnished.)

Response No. 8: Discovery continues and this response will be supplemented as needed.

Supplemental Response No. 8: Interrogatory #5 asked for the address of each bunkhouse provided, the name of each H-2B worker who resided in the bunkhouses, the timeframe that each H-2B worker resided in the bunkhouses, and the cost basis and fair market value for the bunkhouses. Documents are identified in the answer to interrogatory #5, and copies are attached.

REQUEST NO. 9: Produce each document which supports or contradicts your Answer to Interrogatory No. 11.

Response No. 9: Objection. Those credits or offsets that Respondents claim have already been identified, and Respondents are not aware of further documents (other than the pleadings in this case) to substantiate the fact of what they are claiming in this case.

Supplemental Response No. 9: Interrogatory #11 simply asked Respondent to identify each credit claimed in this case. Other than the request for hearing and discovery in this case, Respondent is not aware of other documents that corroborate what it is claiming. Coincidentally, Respondent is gathering supporting material for all credits, but Interrogatory #11 did *not* request that information.

REQUEST NO. 10: Produce each document which supports or contradicts your Answer to Interrogatory No. 14.

Response No. 10: Discovery continues and this response will be supplemented as needed.

Supplemental Response No. 10: Interrogatory #14 requested documents concerning the method for paying H-2B workers in the 2013 season. Payroll documents, including countersigned pay stubs, have been produced as Butler 000001-001074.

REQUEST NO. 11: Produce each statement (whether written, electronic, audio, or in some other format) upon which you will rely which was made by and/or taken by you from any person with knowledge of the relevant facts relating to the prosecution and/or defense of this matter.

Response No. 11: *Objection.* Statements made by individuals other than the parties are not discoverable. *Suggs v. Whitaker*, 152 F.R.D. 501, 505 (M.D.N.C. 1993) (no discovery of witness statements); *Fernandes v. United Fruit Co.*, 50 F.R.D. 82, 83-84 (D.Md. 1970) (no discovery of those persons from whom a statement was taken); *Board of Educ. v. Heating & Ventilating, Inc.*, 104 F.R.D. 23, 32 (N.D. Ill. 1984) (interrogator cannot ask who was interviewed and whether a statement was prepared); *Uinta Oil Refining Co. v. Continental Oil Co.*, 226 F.Supp. 495, 500, 505-06 (D.Utah 1964) (no discovery of those persons from whom a statement was requested or taken); *Buining v. The Transporter*, 171 F. Supp. 127, 133 (D.Md. 1959) (court disallowed interrogatory seeking identity of any person who had given a written statement to the opponent); *O'Brien v. Equitable life Assur. Soc'y*, 13 F.R.D. 475, 477 (W.D. Mo. 1953) (same). Notwithstanding this objection, defendant is not aware of any such documents generated in the ordinary course of business. Respondents reserve the right to produce such statements as part of its exhibit list.

Supplemental Response No. 11: Any such statements were prepared in anticipation of trial and will be produced according to the scheduling order.

REQUEST NO. 12: Produce each document you have filed or otherwise submitted to any governmental organization (foreign or domestic) regarding your intent to employ H-2B workers for the 2019 season.

Response No. 12: Objection. This request does not seek information likely to lead to admissible evidence. Without waiving this objection, Respondents will produce their ETA Form 9142 and I-129 for the 2019 season.

R. WAYNE PIERCE
The Pierce Law Firm, LLC
133 Defense Highway, Suite 201
Annapolis, MD 21401
Phone: 410-573-9955
Fax: 410-573-9956
Email: wpierce@adventurelaw.com

Attorney for Respondents

CERTIFICATE OF SERVICE

Respondents Butler Amusements, Inc., and Michael Brajevich, hereby certify that on **April 1, 2019,** copies of the following:

1. Respondents' Supplemental Answers to Request for Production of Documents

Were Federal Expressed, and a copy was e-mailed, to:

Jeannie Gorman
US Department of Labor
Office of the Solicitor
300 5th Avenue, Suite 1120
Seattle, Washington 98104-2397
Ph: (206) 757-6762
Fax: (206) 757-6761
Gorman.jeannie@dol.gov

And a copy of the notice of service was mailed to:
Chief Docket Clerk
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R. Wayne Pierce

R. WAYNE PIERCE

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF LOUISIANA
ALEXANDRIA DIVISION

THE LOUISIANA FORESTRY ASSOCIATION, INC., *et al.* Plaintiffs, v. HILDA L. SOLIS, *et al.* Defendants.	**Case No. 1:11-cv-01623** **Judge: DRELL** **Magistrate: KIRK**

Declaration of James Kendrick Judkins

ATTORNEY WORK PRODUCT – PRIVILEGED AND CONFIDENTIAL

I, James Kendrick Judkins, do hereby swear, affirm, and attest as follows, based upon my personal knowledge of the matters contained herein:

1. I am over 18 years of age and am competent to testify to the matters stated in this declaration. I make this declaration based upon my personal knowledge. I have not been promised any benefit, coerced or threatened in any manner in exchange for the testimony in this declaration.

2. I have been active in filing for, processing, facilitating, and employing non-immigrant foreign artists, support persons and workers for the Outdoor Mobile Entertainment Industry (Circus, Carnival and Concessions) industry since 1978, in my various capacities as Circus Manager, Circus Owner, H-2B Facilitator, Agent and Recruiter. As President of JKJ Workforce Agency, Inc., an H-2B facilitator, agent and recruiter specializing in the Mobile Entertainment Industry, I work with over 90 different Mobile Entertainment Employers, entertaining the American Public in communities in nearly every state from Maine to Hawaii, partnering with a myriad of local charitable, civic and social organizations in those communities.

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Exhibit 10

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Rebuttal: Ex. R - 1

3. I have participated in the H-2B program since its inception. The mobile entertainment industry has traditionally utilized legal foreign artists, riggers and workers, using legacy non-immigrant programs to be able to present to American Audiences "Artists from Around the Globe" for Generations. Although our H-2B Client Employers have experienced increased costs (filing fees, legal fees, recruitment fees, transportation fees) and regulatory mandated "prevailing wages" that exceed true industry prevailing wages and prevailing practices than their non H-2B competitors, and have struggled with the DOL bureaucracy to accommodate our industries congressionally mandated FLSA 13(a)(3) exemption within the constraints of the H-2B program, prior to the implementation of this new wage methodology the benefits of being in the program were sufficient to allow the employers to accept the additional costs. The benefits experienced by our H-2B Client Employers, by being Stakeholders in the H-2B program, include having a reliable and dependable labor force, and labor costs have been sufficiently reliable and predictable that the various business owners and managers can properly plan for their business needs.

4. Based upon the Department of Labor's (DOL) statement in the January 19, 2011 Final Wage Rule that the Rule would not be effective until January 1, 2012, past experience with rule changes whereby the effective dates of the rules applied prospectively and never retroactively, and that the Department was considering additional measures for phasing-in the implementation even after that date, I understood, and our H-2B Employer Clients understood, that the requirements of the Rule would not apply to my or their business operations in 2011. In addition, a majority of our H-2B Employer Clients applied for and received their FY 2011 Final Determination prior to issuance of the January 19, 2011 Final Wage Rule.

5. In reliance on the fact that the Wage Rule would not apply to any of our clients' businesses in 2011, in reliance on the variable prevailing wages ranging from $7.25 to $8.89 per hour, and an OES Category of 39.3091 that had been assigned to client companies by the Department of Labor (DOL), our client companies made decisions to participate in the H-2B program in 2011.

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a. As an agent for our H-2B Client Employers, prior to January 19, 2011, we assisted approximately 73 of our H-2B Client Employers with filing with the Department of Labor ETA for Temporary Labor Certification for approximately 3016 H-2B workers for the periods and prevailing wages indicated on [JKJ EXHIBIT 01] attached.

b. As an agent for our H-2B Client Employers, on or after January 19, 2011 but prior to August 1, 2011, we assisted approximately 16 of our H-2B Client Employers with filing with the Department of Labor ETA for Temporary Labor Certification for approximately 413 H-2B workers for the periods and prevailing wages indicated on [JKJ EXHIBIT 01] attached.

c. As an agent for our H-2B Client Employers, on or after August 1, 2011, we assisted approximately 0 of our H-2B Client Employers with filing with the Department of Labor ETA for Temporary Labor Certification for approximately 0 H-2B workers for the periods and prevailing wages indicated on [JKJ WF EXHIBIT 01] attached.

d. As an agent for our H-2B Client Employers, on or after August 1, 2011, we have efiled DOL ETA form 9141 for Prevailing Wage Determinations for approximately 33 H-2B Employer Clients. We intend to efile DOL ETA form 9141 for Prevailing Wage Determinations for approximately 57 additional H-2B Employer Clients within the next 30 days.

6. Upon receiving approval of the applicable Labor Certification for FY 2011, I assisted our H-2B Employer Clients in applying for approximately 3429 H-2B workers for applicable periods by submitting Form I-129s Petition to the United States Citizenship and Immigration Services (USCIS). The USCIS approved our H-2B Employer Clients' Form I-129s and issued corresponding forms I-797 showing the approval by USCIS of their visa petitions. Details on applications (dates applied for, numbers and approvals) indicated on [JKJ EXHIBIT 02] attached. I advised and assisted our H-2B Employer Clients in good faith belief that the terms and conditions of their approvals would not be

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drastically and retroactively changed. The H-2B Employer Clients filed in good faith belief that the terms and conditions of their approvals would not be drastically and retroactively changed.

7. In reliance on the DOL and USCIS approvals, I assisted our H-2B Client Employers (as needed) in recruitment, hiring and processing of H-2B workers at rates and periods as indicated on [JKJ EXHIBIT 02] attached, and each of our H-2B Employer Clients made their business planning, labor planning, sales contracts and commitments, insurance, cash flow, and other financial arrangements for the year. The H-2B Employer Clients acted in good faith that the terms and conditions of the employment of their H-2B Foreign Workers and Domestic Workers hired under the recruitment process would not be drastically and retroactively changed.

8. I now understand that the DOL Wage Rule published on August 1, 2011 will require our H-2B Employer Clients to drastically increase the wages they pay to H-2B employees and any U.S. workers hired in connection with H-2B certified application by imposing on those employers and their current H-2B employees and certain U.S. employees in 2011 a new wage methodology that previously did not apply to their business. As an agent for our client companies in filing for DOL Labor Certification, we receive notice of the Supplemental Prevailing Wage Determinations being issued by the US DOL ETA. As of September 13, 2011, only 17 days prior to the effective date for these so-called Supplemental Prevailing Wages, we have only received approximately 50% of the Supplemental Prevailing Wage Determinations that Department of Labor, Employment and Training Administration, Office of Foreign Labor Certification must issue and the employers must put into effect, on September 30, 2011. Our Mobile Entertainment H-2B Employer Clients perform services in multiple venues. The 46 Supplemental Prevailing Wage Determinations that I have received, provide approximately 890 distinct prevailing wage determinations, and any analysis of this data from DOL shows the following:

a. Wide ranges of H-2B wage increases for the various locations, ranging from Merced County, California which will increase from $8.66 to $9.05 per hour, which is a $0.39/hour or 4.5% increase to Kings, Queens, Putnam, Rockland and Westchester Counties, NY which will increase from $7.97 to $17.13 per hour, which is a $9.16/hour

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or 117% increase. [JKJ EXHIBIT 03] There does not appear to be any reasonable and logical explication or basis for the widely variable increases in Prevailing Wage Determinations for the same exact job title even in divergent physical locations. I could see no logical or apparent correlation between percentage or dollar increases v local unemployment rates or poverty levels. For instance, some of my H-2B Client Employers with work in Imperial County, California, with 30.8% unemployment and 22.8% poverty level are being given a Supplemental Prevailing Wage that is 72.14% higher than the previously certified wage. Just a few miles away, in Orange County, California, with an unemployment rate of 9.3% and a poverty level of 10.7%, some of my H-2B Client Employers are being provided a new Prevailing Wage Rate that is 9.48% higher than the previously certified wage. [The Orange County rate of $9.70 is $5.50 less than the Imperial County $15.20 rate]. [Poverty level rates from: http://www.ers.usda.gov/data/povertyrates/PovLstpct.asp?st=CA&lonqname=California and Unemployment level rates from: http://data.bls.gov/map/MapToolServlet]

b. Wide ranges of H-2B wages for the various locations, ranging from $8.21 in Louisville, KY to $17.13 in Rockland County, NY. If a mobile entertainment operator is traveling from one location to another, providing either free or fixed cost transportation and housing to employees, is there a reasonable basis for this 108% wage differential? [JKJ WF EXHIBIT 03] [This is not taking into account the Prevailing Wage Determinations that were generated by DOL as $0.00].

c. Wide ranges of H-2B wages for adjacent counties. It is not reasonable for an employer to be given a Supplemental Prevailing Wage in Rockland County, NY of $17.13 per hour, but $13.45 in the adjacent Orange County, NY. Or a prevailing wage of $8.21 in Louisville County, KY but $12.75 in Adair County, KY – a short 80 miles away. [JKJ WF EXHIBIT 04]

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d. Errors in DOL's process. One of our H-2B Client Employers was issued a Supplemental Prevailing Wage Determination of $0.00 wages per hour for 16 different physical locations [JKJ WF EXHIBIT 05].

e. All of these H-2B employer clients are mobile entertainment companies, not similarly situated to fixed entertainment parks, bowling alleys, video arcades, miniature golf courses, county clubs and/or sports parks, and it is my view that no industry-appropriate wage survey has been conducted by the BLS or USDOL on the mobile entertainment industry. Thus, the underlying data being used is invalid as the terms of employment being demanded by DOL are not "consistent with the nature of the occupation, activity and industry in the United States" in which the workers are employed. This is what I understand is part of the Department of Homeland Security USCIS rules under which DHS may consult with DOL for advice as to what wage rates should be required in the H-2B program according to 8 CFR § 214.2(h)(6)(iii)(B). See Ex. 10, p. 314. As I understand the applicable law, now DHS, formerly the U.S. Attorney General, is supposed to consult with the DOL as to whether to admit nonimmigrants into the country, but DHS has not fully delegated all decision-making about terms of employment to DOL and it does not appear to have that full delegation power under the law. Neither the *Wage Methodology for the Temporary Non-Agricultural Employment H-2B Program*, Final Rule, 76 Fed. Reg 45667 (Aug. 1, 2011) ("Wage Rule II"); nor the Wage Methodology for the Temporary Non-Agricultural Employment H-2B Program, Final Rule, 76 Fed Reg. 3452 (Jan. 19, 2011) ("Wage Rule I") provides a means for an industry wide prevailing wage survey to be done to remedy this problem, and DOL does not survey the occupation, activity or industry in which my mobile entertainment company clients and their employees work.

f. It should be noted that under current special procedures that the DOL ETA has established for the Mobile Entertainment Category, employers can either pay the highest

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prevailing wage on their route or a variable wage, changing at each location. Historically, the differential from one location to another has been minimal and a majority of our H-2B Client Employers have chosen to pay the highest prevailing wage on their route for the whole season. If it had been indicated in any way, shape or form, at the time of filing for Temporary Labor Certification that the DOL ETA would, contrary to prior practice, be generating extremely variable Supplemental Prevailing Wages based upon a variety of OES and SCA codes and applying them retroactively, I would have advised and our H-2B Client Employers would have mitigated the immediate financial damages by opting to pay the variable prevailing wages instead of the highest prevailing wage for their full route. It is assumed, but not clear, that the US DOL is effectively mandating a change in the basic terms and conditions of employment effective September 30, 2011 so the employers should be able to alter their decision to pay the highest prevailing wage on their route. It is also not clear how this new retroactively applied Prevailing Wage Methodology will be enforced by the US DOL, WHD. It is conceivable that a Mobile Entertainment Employer, with a season and wage rate that was approved from January 15, 2011 to November 15, 2011, with prior approved wages from $7.25 to $8.89 per hour, had attested that the "Employer will pay the highest prevailing wage in the listed venues as per the 9141 Attached", if issued a Supplemental Prevailing Wage that is $17.00 for a location that had been valid only for 1 week in July 2011, may be required to pay the $17.00 rate retroactively for all locations starting on January 15, 2011 and not simply for the locations it works in on and after September 30, 2011.

g. An individual employer receiving a Supplemental Prevailing Wage Determination from the DOL ETA would reasonably expect that other H-2B employers in the identical market area with the identical job category would receive an identical Supplemental Prevailing Wage. Without the US DOL ETA providing a method for H-2B employers to access and compare all Prevailing Wage Determinations issued, on a timely basis, that

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employer is unaware of any variations or deviations between its business and other similarly situated businesses. Without access this makes it impossible for those employers to request a fair review of their Supplemental Prevailing Wages or to adequately utilize the appeal process in place, effectively leaving those employers without a review or appeal process.

h. However, as an agent receiving multiple Supplemental Prevailing Wage Determinations for employers with multiple locations, all for the exact same OES Wage Category and job description, I am in a unique position to compare and contrast these various Supplemental Prevailing Wage Determinations as they are issued. For the past several seasons, we have been advised by the State Workforce Agencies (SWA) that OES Category 39-3091 Amusement Attendant applies to Carnival and Circus Amusement Ride and Concessions Operators, and the OES Description: "Perform variety of attending duties at amusement or recreation facility. May schedule use of recreation facilities, maintain and provide equipment to participants of sporting events or recreational pursuits, or operate amusement concessions and rides" is a comprehensive description covering this job. The DOL ETA has certified for several seasons that these are the correct job categories and that these prevailing wages do not adversely affect similarly employed US Workers as DOL ETA broadly defines this OES category. Although all of the original DOL ETA Prevailing Wage Determinations issued by US DOL for FY 2011 were for OES 39-3091 wages, the DOL ETA Supplemental Prevailing Wage Determinations that are now being issued by US DOL for FY 2011 are for 4 different OES and SCA Job Categories, without any given, implied or obvious reason for the differences. The job descriptions our office submitted and on which this patchwork of 4 different Job Codes and Categories is based can only be the result of arbitrary, capricious and unreasonable application of the applicable requirements. These results simply make no rational sense. We have only received approximately 50% of all the Supplemental Prevailing Wage Determinations

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that we should receive prior to September 30, 2011 and have 4 different Job Codes and Categories so far, but there may be more that appear in the remaining Supplemental Prevailing Wage Determinations. The 4 OES and SCA Job Categories received so far are as follows:

i. OES 39-3091.00, Amusement and Recreation Attendants. Perform variety of attending duties at amusement or recreation facility. May schedule use of recreation facilities, maintain and provide equipment to participants of sporting events or recreational pursuits, or operate amusement concessions and rides.

ii. SCA 28041, Carnival Equipment Operator. This operator works under supervision of carnival contractor who checks performance for safety, reliability and attentiveness, operates and maintains amusement rides such as roller coasters, ferris wheels, pony rides, etc, sets up and prepares amusement rides for use by the public, accepts ticket as tender for rides, performs other duties as assigned.

iii. SCA 28043, Carnival Worker. The Carnival Worker works under supervision of carnival contractor, receives change fund from supervisor and signs appropriate hand receipts, rings sales on cash register, collects admission fee/tickets as tender for participation in/on amusement rides and sideshows, etc. This worker makes necessary change. Accounts for cash issued at beginning of tour, and receipts for sales, refers unusual problems to supervisor, may conduct internal performance checks for carnival's compliance to contract specifications, and performs other duties as assigned.

iv. SCA 23470, Laborer. The Laborer performs tasks that require mainly physical abilities and effort involving little or no specialized skill or prior work experience. The following tasks are typical of this occupation: The Laborer loads and unloads trucks, and other conveyances, moves supplies and materials

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to proper location by wheelbarrow or hand truck; stacks materials for storage or binning, collects refuse and salvageable materials, and digs, fills and tamps earth excavations. The Laborer levels ground using pick, shovel, tamper and rake, shovels concrete and snow, cleans culverts and ditches, cuts tree and brush; operates power lawnmowers, moves and arranges heavy pieces of office and household furniture, equipment, and appliance, moves heavy pieces of automotive, medical engineering, and other types of machinery and equipment, spreads sand and salt on icy roads and other types of machinery and equipment, spreads sand and salt on icy roads and walkways, and picks up leaves and trash.

Of the 4 Job Descriptions being provided by the US DOL ETA in the Supplemental Prevailing Wage Determinations, the only category that even arguably correctly and accurately covers the work actually performed is the OES Category 39.3091.

Each of these differing job categories has differing Supplemental Prevailing Wages, and as the Supplemental Prevailing Wage Determinations are being received there, are no logical reasons why one employer/venue is provided with one code/wage and the same employer/different venue or different employer/same venue is provided a different code/wage. It appears that instead of providing the Job Code / Category that correctly identifies the work performed based on the existing certifications and past practice, the US DOL ETA has randomly chosen the category that provides the highest possible wage.

i. The mobile entertainment industry is a very competitive business. Being able to sign and maintain multiple year contracts with State and County Fairs and local charitable and community service groups are what make or break a mobile entertainment business. To secure the multiple year contract the Carnival will typically place a bid, paying a certain percentage of sales with a minimum guarantee. The Carnival Management must calculate expected expenses vs. expected income and hope that unpredictable weather and economic conditions do not adversely affect attendance and revenues. Labor costs

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are a huge component of the total expenses, and these must be predictable and competitive. For contracts already in place, if our H-2B Employer Clients pay the new mandated wages to their H-2B workers and US Workers hired as a result of the recruitment (and make the cascading wage increases that they would have to make within their organizations so that there is pay equity) they will be losing money on a daily basis. The H-2B Client Companies will be put into a competitive disadvantage against non H-2B Companies with far lower market-driven, as opposed to DOL-mandated, labor costs and are able to place more competitive bids.

j. In addition, as an agent receiving multiple Supplemental Prevailing Wage Determinations for employers with multiple locations, all for the exact same OES Wage Category, I am in a unique position to compare and contrast these various Supplemental Prevailing Wage Determinations as they are issued. As the US DOL ETA rushed the Supplemental Prevailing Wages out the door, DOL ETA has issued different Job Categories and Prevailing Wages for different employers for the same job category in the same DOL-mandated and defined market areas. I do not know if this is caused by simple mistakes on the part of the DOL ETA employees as they rush to meet their bosses unrealistic, artificial, self- imposed deadline on this job killing regulation of September 30, 2011, a mandate to establish the highest imaginational wage possible, or some bias for one particular employer over another. However, these differences are wide-spread and not only make some of our H-2B Client Employers non-competitive with their non H-2B Competition, they make them non-competitive against other H-2B Client Employers who were provided Supplemental Prevailing Wages much lower than the ones others of my H-2B client employers received. The results for my sample of H-2B Employers, with less than 50 Supplemental Prevailing Wage Determinations received to date, and with approximately 890 unduplicated determinations by employer / county are detailed in the attached [JKJ WF EXHIBIT 06], and are summarized as follows:

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i. Maricopa County, AZ. Six different employers, four given OES 39-3091 wage of $10.36 and two competitors given SCA 28041 wage of $13.84.

ii. Pima County, AZ. Five different employers, two given OES 39-3091 wage of $8.68 and three competitors given SCA 28041 wage of $9.50.

iii. Alameda County, CA. Two different employers, one given SCA 28043 wage of $10.77 and competitor given SCA 28041 wage of $13.91.

iv. Butte County, CA. Two different employers, one given SCA 28043 wage of $10.27 and competitor given SCA 28041 wage of $12.70.

v. Fresno County, CA. Six different employers, two given OES 39-3091 wage of $9.31 and four competitors given SCA 28041 wage of $11.26

vi. Glenn County, CA. Three different employers, one given SCA 28043 wage of $10.27 and two competitors given SCA 28041 wage of $12.70.

vii. Imperial County, CA. Five different employers, two given SCA 28043 wage of $10.89 and three competitors given SCA 28041 wage of $15.20.

viii. Los Angeles County, CA. Five different employers, three given OES 39-3091 wage of $9.99 and two competitors given SCA 28041 wage of $12.76

ix. Merced County, CA. Two different employers, one given OES 39-3091 wage of $9.05 and two competitors given SCA 28041 wage of $11.26

x. Nevada County, CA. Two different employers, one given SCA 28043 wage of $10.27 and one competitors given SCA 28041 wage of $12.70

xi. Orange County, CA. Five different employers, two given OES 39-3091 wage of $9.70 and three competitors given SCA 28041 wage of $12.76

xii. Riverside County, CA. Seven different employers, four given OES 39-3091 wage of $9.51 and three competitors given SCA 28041 wage of $12.51.

xiii. Sacramento County, CA. Two different employers, one given SCA 28043 wage of $10.27 and one competitors given SCA 28041 wage of $12.70

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xiv. San Bernardino County, CA. Three different employers, one given OES 39-3091 wage of $9.51 and two competitors given SCA 28041 wage of $12.51.

xv. San Diego County, CA. Eight different employers, four given SCA 28043 wage of $10.89 and four competitors given SCA 28041 wage of $15.20

xvi. San Joaquin County, CA. Three different employers, one given OES 39-3091 wage of $9.66 and two competitors given SCA 28041 wage of $10.99.

xvii. Santa Clara County, CA. Two different employers, one given SCA 28043 wage of $10.58 and a competitors given SCA 28041 wage of $13.09

xviii. Shasta County, CA. Two different employers, one given SCA 28043 wage of $10.27 and a competitors given SCA 28041 wage of $12.70.

xix. Solano County, CA. Two different employers, one given SCA 28043 wage of $10.58 and a competitors given SCA 28041 wage of $13.09.

xx. Sonoma County, CA. Two different employers, one given SCA 28043 wage of $10.58 and a competitors given SCA 28041 wage of $13.09.

xxi. Stanislaus County, CA. Two different employers, one given SCA 28043 wage of $9.40 and a competitors given SCA 28041 wage of $11.46.

xxii. Ventura County, CA. Four different employers, two given SCA 28043 wage of $10.30 and two competitors given SCA 28041 wage of $13.59.

xxiii. Brevard County, FL. Three different employers, one given OES 39-3091 wage of $10.77 and two competitors given SCA 28041 wage of $13.12.

xxiv. Broward County, FL. Two different employers, one given OES 39-3091 wage of $10.11 and a competitors given SCA 28041 wage of $10.35.

xxv. Volusia County, FL. Four different employers, one given OES 39-3091 wage of $9.74 and three competitors given SCA 28041 wage of $11.54.

xxvi. Gwinnett County, GA. Two different employers, one given OES 39-3091 wage of $9.15 and a competitor given SCA 28041 wage of $10.92.

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xxvii. Ware County, GA. Two different employers, one given OES 39-3091 wage of $8.99 and a competitor given SCA 28041 wage of $10.24.

xxviii. Ada County, ID. Two different employers, one given SCA 28043 wage of $10.11 and a competitor given SCA 28041 wage of $11.94.

xxix. Bingham County, ID. Two different employers, one given SCA 28043 wage of $10.11 and a competitor given SCA 28041 wage of $11.94.

xxx. Decatur County, IN. Two different employers, one given SCA 28043 wage of $8.85 and a competitor given SCA 28041 wage of $9.64.

xxxi. Jefferson-Louisville County, KY. Four different employers, one given OES 39-3091 wage of $0.00, a competitor given OES 39-3091 wage of $8.21, and two other competitors given SCA 28041 wage of $9.02.

xxxii. East Baton Rouge Parish, LA. Two different employers, one given OES 39-3091 wage of $8.78, a competitor given SCA 28041 wage of $10.04.

xxxiii. Cumberland County, ME. One employer, two locations in the same county, in one location given OES 39-3091 wage of $11.05, in a different location in the same county, SCA 28041 wage of $9.65.

xxxiv. Kennebec County, ME. Two different employers, one given SCA 28043 wage of $9.65 and a competitor given SCA 28041 wage of $10.98.

xxxv. Genesee County, MI. Two different employers, one given SCA 28043 wage of $12.22 and a competitor given SCA 28041 wage of $14.14.

xxxvi. Isabella County, MI. Four different employers, two given SCA 28043 wage of $10.00 and two competitors given SCA 28041 wage of $11.56.

xxxvii. Kent County, MI. Four different employers, one given SCA 28043 wage of $12.22 and three competitors given SCA 28041 wage of $14.12.

xxxviii. McComb County, MI. Three different employers, one given SCA 28043 wage of $12.22 and two competitors given SCA 28041 wage of $14.14.

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xxxix. Oakland County, MI. Four different employers, one given SCA 28043 wage of $12.22 and three competitors given SCA 28041 wage of $14.14.

xl. Ottawa County, MI. Four different employers, one given SCA 28043 wage of $10.08 and three competitors given SCA 28041 wage of $14.14.

xli. Saginaw County, MI. Two different employers, one given SCA 28043 wage of $10.00 and a competitor given SCA 28041 wage of $11.56.

xlii. St Clair County, MI. Four different employers, two given SCA 28043 wage of $12.22 and two competitors given SCA 28041 wage of $14.14.

xliii. Washtenaw County, MI. Three different employers, two given SCA 28043 wage of $12.22 and one competitor given SCA 28041 wage of $14.14.

xliv. Wayne County, MI. Five different employers, two given SCA 28043 wage of $12.22 and three competitors given SCA 28041 wage of $14.14.

xlv. Butler County, MO. Two different employers, one given SCA 28043 wage of $9.35 and a competitor given SCA 28041 wage of $10.38.

xlvi. Craven County, NC. Two different employers, one given OES 39-3091 wage of $9.27, a competitor given SCA 28041 wage of $11.38.

xlvii. Onslow County, NC. Two different employers, one given SCA 28043 wage of $8.90 and a competitor given SCA 28041 wage of $11.38.

xlviii. Pitt County, NC. Two different employers, one given SCA 28043 wage of $8.90 and a competitor given SCA 28041 wage of $11.38.

xlix. Swain County, NC. Two different employers, one given OES 39-3091 wage of $9.40, a competitor given SCA 28041 wage of $10.15.

l. Merrimack County, NH. Two different employers, one given SCA 28043 wage of $9.45 and a competitor given SCA 28041 wage of $11.41.

li. Bergen County, NJ. Three different employers, one given SCA 28043 wage of $10.96 and two competitors given SCA 28041 wage of $13.29.

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liii. Monmouth County, NJ. Two different employers, one given SCA 28043 wage of $10.35 and a competitor given SCA 28041 wage of $13.45.

liii. Sandoval County, NM. Two different employers, one given SCA 28043 wage of $9.34 and a competitor given SCA 28041 wage of $13.55.

liv. Clark County, NV. Three different employers, one given SCA 28043 wage of $10.24 and two competitors given SCA 28041 wage of $11.87.

lv. Saratoga County, NY. Two different employers, one given OES 39-3091 wage of $9.40, a competitor given SCA 28041 wage of $10.15.

lvi. Tulsa County, OK. Two different employers, one given OES 39-3091 wage of $9.37, a competitor given SCA 28041 wage of $11.38.

lvii. Houston County, TN. Two different employers, one given SCA 28043 wage of $11.64 and a competitor given SCA 28041 wage of $12.75.

lviii. Rutherford County, TN. Three different employers, one given SCA 28043 wage of $10.06 and two competitors given SCA 28041 wage of $12.75.

lix. El Paso County, TX. Two different employers, one given OES 39-3091 wage of $9.15, a competitor given SCA 28041 wage of $11.64.

lx. Harris County, TX. Four different employers, three given OES 39-3091 wage of $9.09, and one unlucky competitor given SCA 28041 wage of $11.63.

lxi. Milwaukee County, TX. Two different employers, one given OES 39-3091 wage of $8.94, a competitor given SCA 28041 wage of $10.46.

Although these employers have requested a review of their Supplemental Prevailing Wage Determinations and have a right to appeal the results of the review, the process is expected to take months to complete. If the wages are paid to employees and similarly employed employees, and the reviews and appeals produce reductions and corrections, then the employer will not be able to recover the wages paid and will have a difficult time reducing wages to pre-September 30, 2011 levels.

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Rebuttal Ex. R - 16

And in all of these locations, their competitors, those not involved in the H-2B program are able to pay the minimum applicable FLSA, State or Local wage. Please note that the Job Category of 39-3091 Amusement Attendant involves workers who spend a majority of their time performing such duties as opening a gate and taking tickets at amusement rides, handing basketballs to patrons to toss through a hoop, or scooping snow-cones and handing them to customers. It is difficult to believe that anyone would expect that these non-skilled, entry level positions would have a prevailing wage of up to $17.13 per hour or that an employer could stay in business with these mandated wages when their competition are paying the legal minimum wage.

k. I am put into an impossible situation due to these conflicting Supplemental Prevailing Wage Determinations. As an agent for a large number of fiercely competitive employers, I am trusted by each employer with confidential information, including their intended route, physical locations, contracts and employment plans, with the understanding that I will not reveal that confidential itinerary or other information to other employers. If I reveal the wage differential to competitive employers, then I have betrayed that confidentiality. If I do not reveal that wage differential to competitive employers, and they are unable to utilize that information in their individual Supplemental Prevailing Wage Reviews, Appeals, or individual Plaintiff Declarations in this legal filing, then I am also not fulfilling my ethical duty. The only course of action that I can take is to file a Plaintiff Declaration on behalf of my company and all our H-2B Client Employers so that these examples of capriciously, arbitrarily, unreasonably, and egregiously varying Supplemental Prevailing Wages can be provided to the Court.

l. I am put into a second impossible situation due to these conflicting Supplemental Prevailing Wage Determinations. As a recruiter for over 2500 Mexican workers, all of whom are seeking a reliable and predictable wage, employment that currently provides them with wages that are more than triple the wages they can earn at home, wages that

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Rebuttal: Ex. R - 17

they have depended upon to raise the standard of living for their families, I am faced with the inevitable result of this unwarranted increase of prevailing wages. Many of the employers will opt out of the H-2B program, either by simply closing their businesses, downsizing, be forced to lower standards and put their patrons at risk by hiring workers that are not drug free, or hire undocumented workers. This will result in a majority of the H-2B workers losing their opportunity to work legally in the USA. They may feel forced to take the dangerous path of illegal entry, risk real abuse and danger at the hands of those who traffic in illegal aliens and employers who hire them, simply to feed and house their families, send their children to schools, and provide basic medical care for those that depend upon them. I will have to decide, as a recruiter, which workers are able to continue legal employment and which workers will be forced to seek other methods of fulfilling their responsibilities to their families. I find it highly ironic that the Secretary of Labor is busy signing agreements with Latin American Countries stating that the full force of the U.S. Government will be directed toward protecting the rights of undocumented workers, while at the same time that same US Government will be forcing me to tell the H-2B guestworkers who have depended upon me for years, who have trusted me for years, who have respected and followed the law and faithfully returned to their home country each year at the end of their certification to work that they no longer are able to work legally in the USA with the employers that they have grown to think of as their family.

m. As noted earlier as of when I am preparing this Declaration, we have only received about 50% of the Supplemental Prevailing Wage Determinations that are to be issued for our H-2B Client Employers. It is noted on the Supplemental Prevailing Wage Determinations that are being issued that if the employer disagrees with the determination, the employer may either:

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Rebuttal: Ex. R - 18

i. Request review by the NPWC Director under 20 CFR § 655.11 within 10 days of the date of the issuance of the SPWD, or:

ii. Submit a new ETA Form 9141, Application for Prevailing Wage Determination.

Due to the extraordinarily abbreviated and irregular processes, combined with errors created by the US DOL ETA's haste in pushing the SPWD's out the door, even if all of our H-2B Client Employers request reviews, the reviews will not be completed before the effective date of the new wage rule and these new wages. In addition, if the employer does not agree with the review when it arrives, the opportunity to file an appeal will fall after the September 30, 2011 effective date of the new Prevailing Wage requirement. The review and appeal process has effectively become a farce, especially for those employers who have not yet received their Supplemental Prevailing Wage Determinations, and may not even have 10 days from the date their Supplemental Prevailing Wage Determinations are issued until the date they are mandated to pay the increased wages.

The second option is also a farce, because the DOL ETA has already announced that it is suspending the processing of new ETA Form 9141 until it has completed the issuance of all Supplemental Prevailing Wage Determinations, and its current backlog is over 60 days.

n. There are cascading effects that negatively impact all of our H-2B Employer Clients, recruited and processed H-2B workers as well as JKJ Workforce Agency, Inc. itself. The January 19, 2011 final rule defines the Wage Methodology for employment to commence on or after January 1, 2012. The errors, the discrepancies between and among employers, the erratic and capricious application of SCA wages and categories for historically OES positions, the Administrative Procedure Act Violations, the Regulatory Flexibility Act Violations, and the Takings Clause of the Fifth Amendment to the U.S. Constitution should be cause to invalidate this final rule. In addition, its haste in implementing the

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Rebuttal: Ex. R - 19

August 1, 2011 final rule, by admission of the US DOL ETA, has stretched the resources of the US DOL ETA staff up to, and perhaps, past the breaking point. They have suspended issuance of Prevailing Wage Determinations for employment to commence in FY 2012. This has caused the entire H-2B program to grind to a screeching halt because our H-2B Client Employers cannot begin the recruitment process, they are delayed in filing for Labor Certification, they are delayed in filing their forms I-129 with USCIS, effectively shutting down the program. We urge the Judge to consider the following additional remedies, if the Judge finds this case in our favor:

i. Mandate that the US DOL ETA issue Prevailing Wage Determinations within 30 days of electronic filing of the 9141. If the US DOL ETA does not issue prevailing wage determinations within 30 days of filing, the OES Level 1 Wages on the http://www.flcdatacenter.com/ would be accepted as valid for US DOL and US CIS processing and enforcement for FY 2012.

ii. Mandate that if the US DOL ETA does not issue Prevailing Wage Determinations within 30 days of electronic filing of the 9141, that the US DOL will expedite the processing of 9142 for H-2B employers and that the US CIS must process the H-2B Petition on a Premium Processing Basis without charging the Premium Processing Fee.

iii. Mandate that if the US DOL ETA is not able to process properly filed forms 9142 and issue Labor Certification within 30 days of filing, the employer will be allowed to file and US CIS must process form I-129s on the basis of the filed form 9142.

o. I cannot speak for all industries, but for many seasons it has been impossible for Mobile Entertainment Employers to hire sufficient US Workers to fill the key position of Amusement Attendants. The seasonal nature of the employment is aggravated by the travel from venue to venue, the need to live and work away from home for the extended

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Rebuttal: Ex. R - 20

touring season, the need to work on evenings, holidays and weekends, as well as industry best practices (and often state and local laws and regulations) that require both drug and background checks for these employees. JKJ WF EXHIBIT 07 attached, documents the recruitment effort for 2011 for our H-2B Client Employers.

i. Of the 90 Mobile Entertainment Companies for which my company is their agent and that we facilitate in the H-2B process, there were a total of 3583 positions needed. The mandated recruitment efforts produced 590 referrals from all of the various State Workforce Agencies (SWA) combined and 120 referrals from newspaper ads. If all of the referrals had been hired this would have only filled 19.82% of the need. However, many of the State Workforce Agencies merely produce lists of names that are simply in their computer systems and the recommended workers cannot even be contacted because there is no valid address or telephone number or when they are contacted, they have no interest in the employment and are actually offended that the employer is calling and offering a job.

ii. The 90 employers that we work with were able to contact and hire a total of only 98 US Workers to travel with the Circus, Carnival and Concessions operators. That is only 2.74% of the employers' needs. Of those total of 98 U.S. workers (approximately 1 per employer), not a single prospective one showed up for work and has completed the season. (Notably, if this new wage rule is allowed to become effective on September 30, every single worker that I understand is entitled to the new higher wage rate is a foreign H-2B guestworker - - not a single person is a U.S. worker to the best of my knowledge and belief.)

9. This new wage methodology that now will apply to my H-2B Client Employers businesses in 2011 was proposed on June 28, 2011 and adopted by DOL on August 1, 2011 without DOL providing me an opportunity to comment on the content and applicability of those requirements to my

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Rebuttal: Ex. R - 21

business in 2011. In fact, DOL provided the public with only 10 days to comment on its proposal to suddenly change the wage methodology in the middle of the year, which would apply new substantive obligations on employers, as well as change existing H-2B certifications that had already been approved by DHS. DOL also explicitly stated that it would not accept any comments regarding whether or to what extent certain provisions of the wage methodology should be adopted or modified, or whether the provisions should apply to my business. DOL only permitted the public to comment on whether the Rule should be effective on or about October 1, 2011. Of course in our industry, my Employer Clients generally are experiencing their busiest time of the year during the July 4 holiday period.

a. In my role as Chair of the Small Business Workforce Alliance (SBWA), I provided the attached comments JKJ WF EXHIBIT 08 to the Wage Methodology for the Temporary Non-Agricultural Employment H-2B Program, Notice of Proposed Rulemaking, 75 Fed. Reg. 61578 (October 5, 2010). It was clear that DOL ignored our comments, the comments of all of the other commentators that opposed the proposed rules all, or in part, including the comments submitted by the Federal government's own Small Business Administration, Office of Advocacy, in opposition to this rule. It was obvious that the DOL had blinders on, was acting on a political agenda, and had abdicated its responsibility to effectively manage the H-2B program as mandated by Congress to balance employer's needs and protection of U.S. workers who are similarly employed. DOL had become a rogue agency steamrolling over the business community, the rule of law, and the intent of Congress.

b. When the DOL issued the Final Rules on January 19, 2011 it appeared that this Steamroller was inevitable. Assuming that the Final Rule would be interpreted in the most logical and reasonable manner, and not be abusive to H-2B Employers, we began working with our clients to investigate the how it would be possible to utilize the applicable OES 39-3091 wage for employment starting January 1, 2012. Many of our clients indicated that they could not pay the increased wages, questioned how the DOL ETA could mandate any prevailing wage for a FLSA Section 13(a)(3) exempt employer, and asked me to investigate any and all options for the employer to remain within the H-2B program because the only other option would be shutting down the business.

9/19/2011 JKJ

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c. When the DOL issued the Wage Methodology for the Temporary Non-Agricultural Employment H-2B Program, Notice of Proposed Rulemaking, 76 Fed. Reg. 37686 (June 28, 2011) ("Wage NPRM II") it still was not clear that if SCA or DBA wages had not applied previously to H-2B employers, they would be applied if they simply existed within a region, but it was clear that the DOL was not only steamrolling ahead, ignoring employers as part of the equation, acting upon a political agenda but was upping the ante by now making the enforcement effective on September 30, 2011 – not for employment certification application filed on or after September 30, 2011 but for previously certified, contracted for, valid visa-holding, and employed workers on September 30, 2011. At this point in time it became clear that submission to the current DOL of comments would be ignored, and within in the realm of probability result in retaliatory action from the agency in regards to processing of future application and/or enforcement by the DOL WHD.

d. In addition, DOL would not accept comments on the substance of the wage requirements it proposed on June 28 to impose on our H-2B Client Employers in 2011, nor would DOL allow a reasonable amount of time to comment. Even though it was apparent that the comments would be ignored and I suspected would result in overt or covert retaliation, I would have provided comments to DOL, suggesting changes and modifications to the details/requirements of the wage methodology, and I would have explained the extreme hardship the proposal would cause.

e. I firmly believe that the US DOL was acting in a deceptive and fraudulent manner during the entire charade involved in the proposal and then supposed review of comments and then the issuances of the Wage Methodology for the Temporary Non-Agricultural Employment H-2B Program, Final Rule, 76 Fed. Reg. 45667 (Aug. 1, 2011) ("Wage Rule II"); Wage Methodology for the Temporary Non-Agricultural Employment H-2B Program, Notice of Proposed Rulemaking, 76 Fed. Reg. 37686 (June 28, 2011) ("Wage NPRM II"); Wage Methodology for the Temporary Non-Agricultural Employment H-2B Program, Final Rule, 76 Fed. Reg. 3452 (Jan. 19, 2011) ("Wage Rule I"); Wage Methodology for the Temporary Non-Agricultural Employment H-2B Program, Notice of Proposed Rulemaking, 75 Fed. Reg. 61578 (Oct. 5, 2010) ("Wage NPRM I"). As indicated in SBWA comments, the DOL stated very clearly

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that it firmly believed that the prevailing wages should be raised for the benefit of workers, society, the economy and nearly every possible beneficiary or interested party, excluding the actual H-2B Employers. I believe that in setting up this program to obtain foreign guestworkers Congress intended that the needs of employers be balanced with the needs of employees who are similarly employed to those the employer seeks to bring into the country as guestworkers; otherwise, why would Congress have even set up and provided for a guestworker program at all. In addition to the examples detailed in the SBWA comments, it should be noted that in its proposed rules, the DOL estimated that the proposed method of Prevailing Wage Determination would result in an average increase of $1.37 per hour for H-2B employees in the Amusement Industry. This would be based upon the assumption that the workers were not re-classified from OES Categories to SCA or DBA Categories and by not using the figures that included SCA or DBA categories. The DOL was deceptive in all of its calculations regarding potential impact on the affected Small Businesses and the Economy as well as the American workforce as a whole, including those that depend on my Employer Clients' businesses remaining in operation so they have jobs. In reality, using the Supplemental Prevailing Wage Determinations issued to our H-2B Client Employers, the increase is not $1.37 per hour, but rather $3.48 per hour (JKJ EXHIBIT 03) which is a whopping 250% deviation from the official DOL Estimate. If all of the underlying information provided in the rulemaking process is also off by 250%, the validity of the entire process must be questioned.

10. The first Supplemental Prevailing Wage Determinations that I received as agent for our H-2B Client Employers from US DOL ETA were dated August 9, 2011 and the last ones I have received (so far) as of Friday, September 16, were dated September 9, 2011. There were none that were dated 8/27/2011 to 9/6/2011 inclusive. When we received the first Supplemental Prevailing Wage Determinations, as per the procedures outlined by the US DOL, we filed requests for review for those outrageous increases. It was also common knowledge that we were looking at possible relief from the courts from the new prevailing wage methodology, the very basis of how it is being calculated and imposed upon employers retroactively. This action was filed on September 7, 2011. I recently received

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another set of Supplemental Prevailing Wage Determinations, all dated September 7, 2011, September 8, 2011 or September 9, 2011. There are notable differences between the Supplemental Prevailing Wage Determinations issued before September 7th versus those issued on September 7th or after. These are ALL for employers and job categories previously certified for OES 39-3091 Amusement Attendant positions. On the pre-September 7, 2011 Supplemental Prevailing Wage Determinations 155 or 33.19% were issued for the highest possible wage category, the SCA 28041 Carnival Equipment Operator, and 66.81% were issued for the other 3 possible wage categories. On those issued on or after September 7, 2011, 98.27% were issued for the highest possible wage category, the SCA 28041 Carnival Equipment Operator, and only 1.43% were issued for the previously approved OES 39-3091 Amusement Attendant category. [JKJ EXHIBIT 09]. This pause in issuing the Prevailing Wage Determinations plus the stark difference in how our many Employer Clients were treated leads me to believe that I have been targeted by the US DOL for retaliation either because I have filed for Administrative Review of the Supplemental Prevailing Wage Determinations or because I have been involved in the planning, fund raising and filing of the request for relief via the Courts from this horrible Prevailing Wage Methodology. I have worked with the various agencies and their legacy agencies (US Department of Labor, US Department of Homeland Security and US Department of State) on various levels and in various forums since 1978. I always trusted that I could be frank and honest in my discussions with the officers that represented their respective agency and the US Government in their roles in those agencies, and that neither I nor my clients would be retaliated against by those officers or agencies that administer these programs. Sadly, my faith in the honesty and integrity of the US DOL ETA has been broken by that agency's processes of finalizing the rules, dismissing our comments as irrelevant and by the issuance of these clearly retaliatory Supplemental Prevailing Wage Determinations starting September 7, 2011. This has caused me irreparable harm because clients would prefer to deal with an agent that by association will not result in retaliatory action from the US DOL ETA. In addition this has dealt irreparable harm to the US DOL ETA and their administration of the entire Foreign Labor Program, and casts doubt in my mind as to whether US DOL ETA can even be trusted to act as impartial administrator of the program without continued

 JKJ 9/14/2011

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Judicial review and oversight of the Agency's handling of the program. It appears that instead of taking the true interests of the H-2B Workers, of the very few US Workers who work in H-2B certified jobs in my industry and according to my understanding in any of the jobs for which employers seek H-2B workers, or of US Employers into account, the US DOL, is utilizing the H-2B Program and the new Wage Methodology as punishment for H-2B Employers simply trying to follow the regulations instead of hiring either undocumented workers or labor union workers, and the hammer is coming down harder on those who are legally challenging the Department of Labor's unjustified and unwarranted activities.

11. This wage rate increase will cause irreparable harm to my company. The harm to JKJ Workforce Agency is:

a. Upon receiving the Supplemental Prevailing Wage Determinations, our H-2B Client Employers have stated that they cannot pay the Supplemental Prevailing Wages indicated, that their competitors (non H-2B employers) are paying either the FLSA, State or Local Minimum Wage or they are FLSA 13(a)(3) exempt, paying as per industry prevailing practices, that they cannot compete and/or remain in business if they remain in the H-2B program, so they will either withdraw from the H-2B Program and/or close their businesses. This will reduce or eliminate my client base, forcing me to reduce and/or close my business and lay off all of my employees.

b. As demonstrated in 8.n. above the backlogs and delays in processing FY 2012 petitions, will make it impossible for me to effectively act as an agent and/or recruiter. This will reduce or eliminate business opportunities for my company.

c. The ethical problems outlined in 8.k above harm my reputation for impartiality and confidentiality and will cause current and potential clients who remain in the program to seek other agents, recruiters, facilitators in the future, causing me to reduce or close my business.

d. The ethical problems outlined in 8.l above harm my reputation for impartiality and confidentiality and will cause current and potential workers who remain in the program to

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Rebuttal: Ex. R - 26

seek other agents, recruiters, facilitators in the future, causing me to reduce or close my business.

c. As an American firmly believing that the mission of the US Government, its officers and agencies should be to provide impartial, honest regulation and guidance, without promoting a particular ideology, I feel that I have been betrayed by a process that is patently unfair. My faith in the US Government and the US Department of Labor's stewardship of the entire H-2B Program has been destroyed.

12. This wage rate increase will cause irreparable harm to our H-2B Client Employers. The harm to our H-2B Client Employers has been detailed above.

13. This wage rate increase will cause irreparable harm to the H-2B Current and Future Workers that JKJ Workforce Agency recruits and provides to our H-2B Client Employers. The harm to our H-2B Current and Future Workers has been detailed above.

14. This wage rate increase will cause irreparable harm to the sponsors and event organizers and their communities that depend upon our H-2B Client Employers as fund raisers for their Charitable, Social and Community Events by removing the events and entertainments that form the basis for their annual fund raising events. The cascading results will be reduced scholarships for FAA students, reduced glasses from Lions Clubs, reduced social services from local Churches and Charities, and the list goes on and on and on.

15. I expect that both my Company and those with whom we do business will suffer additional harms not specifically detailed above. However, given the short period of time within which this new Wage Rule was issued and will go into effect, I have not had an opportunity to fully evaluate all potential effects the Rule will have on the Company's operations.

16. I object to the content of this new wage methodology, the way in which it is applied and the manner in which the Wage Rule was issued by DOL. The mobile entertainment business was granted a FLSA 13(a)(3) exemption. I have been in the Mobile Entertainment Business since 1976, and based upon my 35 years of experience in this business, the new wages assigned by DOL under this new

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methodology bear no relation to the actual prevailing wages and prevailing practices paid in the occupation in the local area, and therefore violate the intent of Congress, establishing the H-2B program, as a balanced program to take into account the needs of employers and of U.S. workers who are similarly employed to the jobs that are available through the employer that seeks H-2B labor certification. Under *"101(a)(15)(H)(ii)(B). An H-2B nonagricultural temporary worker is an alien who is coming temporarily to the United States to perform temporary services or labor without displacing qualified United States workers available to perform such services and whose employment is not adversely affecting the wages and working conditions of United States workers."* The new wage methodology does adversely affect the wages and working conditions of United States workers by driving employers out of business, exports jobs and opportunities overseas, and is in violation of the mandate from Congress. It specifically adversely affects the wages and working conditions of United States workers in the Mobile Entertainment Industry by not effectively addressing true prevailing practices in that industry and destroying the jobs of U.S. workers who work in the industry in jobs that are not within the H-2B job description or job category, such as supervisors and managers, bookkeepers and accountants and many more.

17. I object to the assumptions made by the DOL in formulating the Wage Rule. The individuals drafting the DOL's proposed rule and the final rule made it clear that they held the H-2B Stakeholder Community in contempt, speaking about widespread fraud and abuse of the program without a scintilla of evidence or proof. In my role as agent and recruiter, I have had the pleasure of working with thousands of workers and hundreds of employers, managers and supervisors. I have had two amputees request employment; they were given jobs and issued visas. After reporting for work, one called me to tell me that his employer had brought him a newer and better prosthetic leg and has worked for that employer for 3 seasons. I have had 3 deaf workers who were given an opportunity for employment. When their employer discovered that they had never had an opportunity to learn to read or write or learn standardized sign language, the employer made arrangements for the three to receive tutoring. One of the three young men suffered from a birth defect, causing him embarrassment and possible future health issues, and the employer paid over $8000.00 for surgery to correct this deficit for this H-2B employee. I

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Rebuttal: Ex. R - 28

cannot tell the court how many times workers have been flown home at employers' expense for a family funeral, provided monies to assist with family medical emergencies, and taken to dentists and medical offices for personal medical care. When a hurricane damaged and destroyed many of our recommended workers' homes, I cannot tell you how many of my H-2B Employer Clients paid for new roofs for their workers' families homes. I long for the day when the H-2B Employers, who are striving to comply with the letter and spirit of the law and have rejected the option of hiring undocumented workers, receive the respect that they deserve from the US Department of Labor instead of scorn. And I long for the day when H-2B Stakeholders can return to a working partnership with the US Department of Labor in administration of the H-2B program.

18. The calculations and statistics contained in this Declaration were completed at 12:30 p.m. on Friday, September 16, 2011. Although additional Supplemental Prevailing Wage Determinations arrive on a daily basis, and each new Supplemental Prevailing Wage Determination that arrives increases the number of conflicting wage determinations between employers for the same original job category in the same county and further documents all of the irreparable harm detailed above, at this point in time, providing additional documentation it is like "killing a dead horse". Unfortunately, if the court does not provide relief from this new prevailing wage rule, the dead horse will be my business, my clients' businesses and the jobs currently being filled by our H-2B guestworkers.

19. Prior to signing this declaration, I was provided with a full opportunity to carefully review this declaration and freely make any corrections and additions of any kind. I verify that the information I have provided in this declaration is true and correct.

PURSUANT TO 28 U.S.C. § 1746, I VERIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES OF AMERICA THAT THE FOREGOING IS TRUE AND CORRECT.

Executed in Monterrey, NL, Mexico, this 19th day September, 2011.

James Kendrick Judkins

Butler: 2018-TNE-19
Administrator's Exhibit
Rebuttal: Ex. R - 29

UNITED STATES DEPARTMENT OF LABOR

OFFICE OF ADMINISTRATIVE LAW JUDGES

In the Matter of:	)	
	)	
ADMINISTRATOR. WAGE & HOUR DIVISION,	)	
	)	
Prosecuting Party,	)	
	)	
vs.	)	Case No. 2018-TNE-00019
	)	
BUTLER AMUSEMENTS, INC., AND MICHAEL BRAJEVICH, AN INDIVIDUAL,	)	
	)	
Respondent.	)	

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LOCATION: San Francisco, California

DATE: May 9, 2019

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UNITED STATES DEPARTMENT OF LABOR

OFFICE OF ADMINISTRATIVE LAW JUDGES

In the Matter of:	)	
	)	
ADMINISTRATOR, WAGE AND HOUR DIVISION, U.S. DEPARTMENT OF LABOR,	)	
	)	
Prosecuting Party,	)	
	)	
vs.	)	Case No. 2018-TNE-00019
	)	
BUTLER AMUSEMENTS, INC., MICHAEL BRAJEVICH,	)	
	)	
Employer,	)	
	)	

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JUN 24 2019

Office of Administrative Law Judges
San Francisco, CA

Thursday,
May 9, 2019

Federal Building
90 Seventh Street
San Francisco, California

The above-entitled matter came on for hearing, pursuant to notice, at 8:58 a.m.

BEFORE: THE HONORABLE RICHARD M. CLARK
Administrative Law Judge

APPEARANCES:

On behalf of the Prosecuting Party

JEANNIE GORMAN, ESQ.
U.S. Department of Labor
Office of the Solicitor
300 Fifth Avenue, Suite 1120
Seattle, Washington 98104

On behalf of the Respondent:

R. WAYNE PIERCE, ESQ.
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Annapolis, Maryland 21401-7015

I N D E X

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WITNESSES:	DIRECT	CROSS	REDIRECT	RECROSS	ALJ
Tom Shobaken	232	247	259		
Michael Brajevich	264	323	367	370	

EXHIBITS:	IDENTIFIED	RECEIVED	REJECTED
ADMINISTRATOR			
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PROCEEDINGS

(8:58 o'clock a.m.)

JUDGE CLARK: Good morning. We're on the record in the matter of The Administrator, Wage and Hour Division, versus Butler Amusements, case 2018-TNE-00019.

Today is May 9th, 2019. And this is the second day of our hearing. We are in San Francisco.

We have two additional witnesses to call, one by telephone, who is waiting to go. And then, we have one additional live witness this morning.

Is there anything for the record before we get started, Ms. Gorman?

MS. GORMAN: No, sir.

JUDGE CLARK: Mr. Pierce?

MR. PIERCE: No, Your Honor.

JUDGE CLARK: Okay. We do have a witness. It is Mr. Shobaken.

MR. PIERCE: Shobaken.

JUDGE CLARK: Shobaken. Mr. Shobaken, can you hear me okay?

MR. SHOBAKEN: Yes, I can.

JUDGE CLARK: Okay. So I'm going to have you raise your right hand, if you would, please?

THE WITNESS: Yes, got it up.

JUDGE CLARK: Very good.

Whereupon,

THOMAS SHOBAKEN

having been first duly sworn by the Administrative Law Judge, was examined and testified as follows:

JUDGE CLARK: If you will, state your name, and then spell it for our record, please.

THE WITNESS: My name is Thomas Shobaken. Last name is S-h-o-b-a-k-e-n.

JUDGE CLARK: Okay, thank you, Mr. Shobaken. Both attorneys are going to ask you questions, starting with Mr. Pierce.

We are recording everything that is said here, and obviously, we can't see you. So I need you to use words, and not say, "Uh-huh," and "Uh-uh."

And you can't shake your head because we can't see that. So you have to say yes or no. Do you understand?

THE WITNESS: I understand.

JUDGE CLARK: Do your best to let the lawyers ask a complete question before you give an answer, because we can't record two people at one time. Do you understand?

THE WITNESS: Yes.

JUDGE CLARK: Okay. If one of the lawyers makes an objection, just stop talking. I will let you know whether or not you can answer the question. Fair enough?

THE WITNESS: Fair enough.

JUDGE CLARK: All right. We'll get started. Mr. Pierce, please.

DIRECT EXAMINATION

BY MR. PIERCE:

Q Good morning, Mr. Shobaken.

A Good morning.

Q Can you tell us where you are presently located today?

A I'm here in Beaverton, Oregon at our corporate administrative office. The exact address is 8035 Southwest Cirrus Drive, Suite 2180. That is C-i-r-r-u-s. We're here in Beaverton, zip code 97008.

Q Could you tell us a little bit about your position and your background with the Butler Amusements Company?

A Yes. My position is I'm the corporate treasurer. I've been with the Butler organization since the corporation, and well before that, going back to my collegiate years.

My background is I have a bachelor of science degree in business administration from Creighton University.

I've been internal auditor for the K-Mart Corporation back in their heydays out of Detroit. I was the audit department manager for the corporate auditors out of Detroit.

I came west. Earl and Butch Butler, the cofounders of Butler Amusements, Inc., made the purchase of a large

amusement ride, and I worked into their office situation back in the mid eighties, and I've been there ever since.

Butler was incorporated back in February of 1984. We've been around since, working in the accounting area.

Basically, the duties are to direct the cash flow coming in to the bank accounts, all the credit card data that comes at us. We check the bank account status daily.

We basically arrange for heavy-weight finance companies to provide financing for our major acquisitions.

And we compile and submit all the data that's necessary on a monthly, quarterly, annual basis to the various entities out there, federal, state, local.

We are active in shopping for work comp insurance, and have been with the various work comp carriers. In California, we've been with work comp state fund, in California since -- for over 30 years. So those are some of the duties.

JUDGE CLARK: Mr. Shobaken?

THE WITNESS: Yes.

JUDGE CLARK: I'm going to have you stop there, and have Mr. Pierce ask you another question.

THE WITNESS: Okay. If we're going to go on ad nauseam, that's probably close enough on the bio.

JUDGE CLARK: It's a little narrative at this point. Thank you.

BY MR. PIERCE:

Q Mr. Shobaken, did you receive from my office a group of a half a dozen exhibits?

A We did. We printed that out, had a little difficulty, printed that out yesterday. We do have those exhibits.

Q And do you have them available to you so we can reference them as needed?

A Yes. They on the conference table. I'm here in my office. I can just step out real quick. It just takes a second to grab a particular exhibit in question.

Q Well, if you could scoop them all up and have them in front of you?

A Okay. I'm going to put you on hold, and I'm going to switch to a telephone that I will be right at the conference table. Hopefully, I will not cut you off. So hold steady for just about a second. Hello, are you with me?

Q Yes.

A Okay, we're back with you. I'm looking at all of the exhibits right in front of me.

Q All right. Let me start by asking you a couple of questions about Exhibit 24.

A Yes.

Q Do you recognize this as a list of witnesses that your office provided for the individuals who were working as

H-2B in the 2013 season?

A Yes.

Q And then, down the left hand column, the heading is Date. Is it your understanding that that shows the date that these various individuals were processed through the Consulate?

A Right. That would be my understanding.

Q And then --

A In some cases, we spoke with the Border officials at the Port of Entry. On occasion, they would have a question or two. But that is my understanding.

MR. PIERCE: Your Honor, the nine individuals at issue here are identified in specific lines throughout this, 19, 20, 29, 33, 39, 48, 63, 74 and 156.

THE WITNESS: I have here a complete form here. I have a separate list on the individuals.

MR. PIERCE: Tom? Tom?

JUDGE CLARK: Hold on a second, please, Mr. Shobaken. You just need to answer whatever questions are asked of you. So you don't need to volunteer any information. Just wait for a question from Mr. Pierce, or when Ms. Gorman asks some questions.

THE WITNESS: Okay. Will do.

JUDGE CLARK: Will you repeat those lines again, please?

MR. PIERCE: The nine individuals are on lines 19, 20, 29, 33, 39, 48, 63, 74 and 156.

JUDGE CLARK: Thank you.

BY MR. PIERCE:

Q Mr. Shobaken, you have also been leading the charge gathering the payroll information that has been collectively gathered as Exhibit 26, did you not?

A Yes.

Q And those were the records that were generated and maintained by the company in the normal course of business?

A Yes.

Q Let's go down to Exhibit 27. Actually, back up for one moment. As to the payroll, do you remember when you originally produced them?

They were in individual packets labeled in the envelope with the name and dates for the locations where those time sheets were generated?

A Excuse me. As far as the generation source, these were generated on site by the offices on site, would be the original starting point.

Q Right. And then it came through your office. Did you actually see it? There was like 35 packets, envelopes with those time sheets. Did you physically see that?

A For each and every one of these, we have a storage system where we, if there's no demand for the documents, we

place them in storage boxes, and label accordingly.

So as far as having any reason to note that we have these individual ones, we would've labeled them 2013 payroll stubs, et cetera.

But so, we would have them in a generic yearly box by location.

MS. GORMAN: Your Honor, objection. I move to strike as unresponsive. The witness did not answer the question.

JUDGE CLARK: I'm not going to strike the answer. Well, I think he did answer. I don't know that it was specific to the question you asked. So ask it again.

MR. PIERCE: Well, I'd actually like to ask the question that she thinks I didn't ask, which is going to go to --

JUDGE CLARK: Well, the objection is overruled. You can ask another question. The answer will stand.

BY MR. PIERCE:

Q Mr. Shobaken, in the paper, versus electronic record retention policy, where is the Butler organization on keeping lots of paper, versus trying to put it digital into the computer?

A Where are we at in this point?

Q Right. Are you --

A What's that?

Q Are you paper heavy? Or, are you electronic heavy?

A If you look at 2013, we're paper heavy.

Q And originally when this audit first started in 2013, at what address was the office located at that time?

A We were over at 3003 153rd Drive in Beaverton. We had been there for 21 years.

Q And what was the arrangement for keeping your paper heavy record retention policy?

A The arrangement was to keep it in storage a few feet from the administrative office.

Q Did you have a big, I'll call it a big bay area, like an open garage area?

A Right.

Q And how were the boxes of papers organized in the bay area at your original location?

A They were organized in banker boxes with labels noting what particular unit they originated from, what operational unit.

Q And once you moved -- when was the move to the new location?

A The move to the new location was about five years ago. That was forced by Nike, which you don't need to know, took over our premises.

Q And what did that do to the organization of your paper-heavy records from 2013?

A That made it -- let's say that move, after 21 years, was haphazard, difficult to bring it back up to good Dewey Decimal retrieval-type scenarios. It's a major one you don't want to face. It was difficult.

Q Okay. Now if you would direct your attention to Exhibit 27?

A Yes.

Q You recognize this as a schedule for the show as it was operating in the 2013 season?

A That's correct.

Q And if you were to take the payroll -- well, excuse me. Down the middle column, two columns on Exhibit 27, you see the reference to Butch's Unit?

A Yes.

Q What is Butch's Unit?

A Butch's, excuse me, Butch's Unit would be -- would've been the unit operated by our co-founder, Earl Butch Butler. And that unit has continued with that reference since Mr. Butler's passing in 2011.

And these are -- these locations, cities that are noted are the fairs that have been contracted, many long-term contracts.

Most of these locations are carved in stone in terms of they are repeat venue sites that we play continuously.

So this would've been Mr. Butler's main operating unit that he managed, hands on.

Q Mr. Shobaken, looking now at the evidence summary, Exhibit 28, if you were to take the information contained in the payroll for where Butch's Unit was working, and the itinerary in Exhibit 27, would that allow you to be able to show the specific working addresses for Butch's Unit throughout the 2013 initial part of the season as reflected in Exhibit 28?

A Right. That should be, like I say, should be somewhat -- corresponds with your statement or question.

Q Okay. And then Exhibit 29, you recognize that as a listing of the specific addresses for the various locations that the show would play throughout the 2013 season?

A Correct. Yes.

Q Then going now to Exhibit 37 --

A Thirty-seven, I may not have.

Q You're not seeing it?

A No, unless I've covered it.

Q Do you remember not too many weeks ago putting together some W-2 information for me?

A Hold on. I do have that. I just moved a page here. Bear with me for a second. I did have that here for a second. Give me one more second to locate it. Sorry about that. I have it in hand.

Q All right. And this is a document that you were involved in preparing or gathering the information. Correct?

A Yes, that's correct.

Q And on the first page of Exhibit 37, what are the pay figures that are reflected for these various individuals?

A What we have in the column almost to the far right side is the weekly wage at the time of the start of the first quarter of the 2013 season.

Q And what was the source from which you got these numbers?

A The source was from the -- the payroll sheet that we had for documenting the entry workers. I had a summary of workers coming in, and their initial arrival date. So it was the arrival date that I had. An employee back then let me know when these H-2B workers arrived.

Q And if you would flip to page 13 within Exhibit 37?

A Page 13 of Exhibit 37?

Q That's right.

A Okay. Okay, on page -- are we looking at the employee earnings summary?

Q Yes.

A Okay. That's the compilation. Once we submit our payroll documents, these are the quarterly work ups for the amount of gross pay, the amount of federal and state and Social Security and MediCare tax, whatever is applicable.

That's a spreadsheet that breaks it out.

Q So this quarterly report for the start of the 2013 season would pick up about the first seven weeks of the actual employment for most of these individuals?

A Correct. The -- that would reflect back on the schedule that you have for the start of the main fair season -- not the main season. But our first fair would've been at Indio, and that normally starts in mid February, and that would be reflective.

Q Who was actually paying the mandatory income tax withholdings related to these various individuals?

A The official payment would have been out of here when we compiled and sent in the documents to the federal government and to the state government. That would've been paid here in the electronic funds transfer payment service to the IRS. That's the main payment source to the federal government.

And then we have the state government that we have to send a payment in quarterly, and then monthly, and then, some cases, weekly deposits are required. They want weekly deposits. But they're paid out of here in terms of the actual payments of the liability that's due.

Q On the employee earnings summary on page 13, which of the columns are reflective of what Butler was paying for the individual taxes on the workers involved?

A Well, if you go over to the charts that show the federal, that would be the federal. Then you would have MediCare. You'd break that down, MediCare.

Then you would have Social Security. That's a standard at 6.2. Then you would have MediCare at 1.45. So you've probably got a grand total of about 7.65 that the employee pays. The 7.65 that, under normal circumstances, that Butler has matched. That's what all employers do.

Q Okay. But some of these taxes that you were paying, the company was not obligated to do that. Correct?

A I don't know what actually took place at the scene, at the on-site management scene where the operational managers are, how the employees receive their pay, whether they received the gross and not the net.

But I believe the paycheck stubs would reflect what the net should be. But I believe there might have been some situations that I've -- where Butler has paid more of the gross than the net.

Q Now, if you would, look at the third page of Exhibit 37.

A Okay, got it right here.

Q And do you see a series of collections from the W-2's for the individuals that are at issue in this case?

A Yes.

Q Starting with the first one on page three, Saul

Estadillo, which were the numbers that the company was paying that would have been the employee's responsibility?

A It would have the -- on the break down on the W-2, you would have the federal income tax withheld, number two, and then number four, Social Security tax withheld, and then number six, the MediCare tax withheld.

Q All right. So if you added those three numbers in the upper right corner on the third page of Exhibit 37, that would give you the total tax payment that the company took on that was the individual's responsibility for the full 2013 season, would it not?

A That would be my understanding, yes.

Q And in order to come up with a fair estimate of the proportion of those taxes that were incurred during the first 11 weeks of the season for 2013, would it have been a fair estimate to just take a proportion out of the full length of the operating season?

A That would be probably a comparable number with the starting point being federal income tax, Social Security and MediCare. Going with Social Security and MediCare, that's automatic, 7.65 percent.

The additional federal income tax, I don't know what that percentage would be. But it would probably be above the 7.65 percent, which is locked in. That's automatically paid in.

Q And if you take the wage rate for this individual that we're talking about, Saul Estadillo Herrera, on the first page, that's $500.00 weekly, and divide that into the total payment as reflected on the third page, would that give you how many operating weeks there were in the 2013 season?

A Right. That would probably be -- you'd probably have it almost right on the head, 500 into the 17 five, you would probably have the operating season.

Q So that would be about a 35-week season that Mr. Estadillo Herrera was with the company?

A Yeah, I'd have to track him individually. But if you took that 500 into the 17 five, I guess you'd multiply it by two, and have about 35, yes, that would be correct, about 35 weeks should be reflective of when he arrived and when he departed, the span in between.

Q There was a question that was raised yesterday whether the company was actually paying workers' compensation insurance premiums related to these individuals in 2013.

Was the company paying workers' compensation premiums for these individuals in 2013?

A Yes.

Q Do you need to think about that? Is there any hesitation?

A Oh, there's no hesitation. The hesitation was on the part that we definitely -- that is one of our most

tremendous costs, especially in the State of California. That's based on a gross wage figure. Then it's based on an experienced mod factored into the class rating.

And our class rating, some people used to say, that worked for state comp, it's comparable to a deep sea diver, well beyond roofers. So it's in a high risk category.

Definitely the people that you have here on this exhibit, we paid work comp for sure.

Q There was also a question raised yesterday. So I would ask you this question: When it comes to actually issuing the payments for various company expenses, does Steve Nittler, as the outside company accountant, play any role in payments that are issued for Butler expenses?

A Mr. Nittler tracks the expenses based on the fact we send him the data. But I make payments to State of California work comp monthly out of this office by an electronic funds transfer immediately.

They do not allow you any slack. If you're late, they're quick to push a button to say cancel. The insurance has been cancelled. So I make the electronic payments. I make them monthly. That's on the work comp payments. That's done electronically.

Mr. Nittler would see the data on our check register, on our -- he would see the money taken out of our statements. But I make the payments every month.

MR. PIERCE: Mr. Shobaken, that is the end of my Direct Examination. If you could hold on for a minute?

JUDGE CLARK: Ms. Gorman, do you have questions?

MS. GORMAN: I do, Your Honor. Can I do it from here? He was hearing you, I figured because you were amplified.

JUDGE CLARK: Let's ask him.

MS. GORMAN: All right. Mr. Shobaken, my name is Jeannie Gorman. I'm an attorney for the U.S. Department of Labor.

CROSS-EXAMINATION

BY MS. GORMAN:

Q Can you hear me?

A Yes, I can hear you.

Q Excellent, thank you.

A Loud and clear.

Q Just give me one moment here, sir. Mr. Shobaken, you were talking with Mr. Pierce about the document in Exhibit 27. Can you go back to that document, please?

A Yes.

Q And let me know when you have it in front of you.

A I have it right in front of me.

Q Did you create this document?

A No. No, I didn't.

Q Did you confirm any data that is contained within

this document?

A Yes. This is based on my long-term service with the corporation. I get a copy of this document. It's put together by our booking and promotion office.

These are based on the solid contracts that we have. And they have the contracts for each individual location.

So this one is formulated not out of this office, but it's based on the contracts we have in place for these various venues.

Q Did you take any data that is contained in the document at Exhibit 27 and confirm its accuracy, or confirm it against any other document that you know -- that you know about?

A I can confirm all the -- the accuracy of everything that involves the sales tax to the 58 counties in California. Each and every quarter, I have to track and pay to the State of California for each and every venue that we have. So I know each and every one of these locations intimately.

Q So by looking at this document, you can confirm that it is true and correct. Is that what you're saying?

A It is true and correct as far as doing a 98 percent scenario. Once in a while, there might be a smaller site that may or may not go on with their festival or festivity or church activity or school fund raiser. But this document is

at least 98 percent accurate.

Q The document at Exhibit 28, can you turn to that, please?

A Yes, I have it right here.

Q Did you create that document?

A No, I didn't.

Q Did you confirm any of the data on this document?

A I looked at it, and I'm in agreement that these are the locations that we played in 2013.

Q How do you know that?

A How do I know that? Well, I get the sales and the deposits from the Indio, California date. That is -- we track that. I talk to the people in Indio. That's a fair contract that we've had for years and years and years.

And the revenue that comes in, I track from Indio. So that's as close of a confirmation that I can say. It's a solid contractual document.

If we didn't play there, there would be lawsuits. There would be additional penalties if we didn't play Indio.

Q All right.

A The Elderage in Arizona, they have each and every county and city there jealously needs their sales tax scenario. So we did sales tax spreadsheets personally on each and every one of these locations for Arizona. If you don't file these quarterlies, they will come get you with

penalties and interest that you can't possibly match how they compute and get larger.

So I can confirm that each and every one of these addresses here, we reported to the State Board of Equalization in terms of sales tax.

Q And what about with the dates associated with each of the locations?

A Could you repeat that?

Q Yeah. What about the dates, can you -- I mean as you look at the document at Exhibit 28, can you confirm the accuracy of the dates associated with each of the locations? I mean do you know them off the top of your head, is what I'm getting at?

A I don't know them off the top of my head, but they fit right into the program. We left Phoenix and headed to Lompoc, which is a smaller venue. And then, they go on to Santa Barbara. And that's been an ongoing fair for some time.

As to whether it corresponds exactly, this is the time of the year. Looking at Santa Barbara, the dates there are fairly close.

Like I say, on one document, it might say the 24th through the 28th. And on the other one, we've got the 22nd through the 28th of April. But it's in the correct week scenario.

Q But you didn't independently confirm these dates for the creation of the document in Exhibit 28. Correct?

A I didn't create this document. But I look at each and every one of the items on the document, and it fits into the general time frame of when we would have been there. I haven't personally gone back and checked the exact dates for the starting dates. But these are the normal starting scenarios. This, the date here for Indio might be slightly off, if you look at it. But the Indio fair took place in February.

Q Okay. And I think you answered my question. Thank you, sir. I want to go back to Exhibit 27 that we were just talking about. Are you there?

A Go ahead.

Q Okay. It looks like this document contains information for four different units, Nick's Unit, Butch's Unit, Lance's Unit and Washington. Is that correct?

A That is how the spreadsheet is laid out here, yes.

Q Okay. And then, there's this one column kind of in the middle-ish, towards the right that does not have a unit name on it.

A Right.

Q It starts with 28/3, Goodyear, 8/10, Chandler. Do you see that column?

A Yes, I do.

Q What is that? What does that correspond to?

A That would -- can you hear me?

Q I can.

A That would correspond to events in Arizona. We would have the huge fair constituent group that left Indio to work in Arizona. We have plenty of equipment. So that would've been two dates going on at the same time, two venues.

Q Would those employees be associated with a particular unit?

A They would. Like I said, they were part of the -- should've been part of the Butch Butler Unit.

Q And who -- I think you mentioned that Mr. Butler passed in 2011. Who took over his unit, if he has passed?

A Well, one of the main contact operators, operations operators would be his daughter and his son.

Q And his daughter's name is?

A Kelly Butler.

Q And so she would have been the operator, the operational head, I guess, for Butch's Unit?

A Operations manager, right, in addition, probably co-sharing the duties with her brother, Sean Butler.

Q And would the operations manager be on site with the employees?

A Yes, that would normally be the case.

Q Do you know if it was the case in 2013?

A In 2013, unless there were some personal situations, the Butler would've, a daughter or a son would have been on site for actual operation management control.

Q Okay. And I wanted to call your attention to Exhibit 37 that you were discussing with Mr. Pierce.

A Yes, I have it in front of me.

Q Okay. And pardon me, give me one moment, please, sir. Okay, thank you for your patience. On this first page, looking at -- this is a list of, I think the employees that the Department of Labor has determined are due back wages in this case.

And I want to focus on number nine. It's kind of handwritten number nine, Felipe Villegas Quijano. Do you see him?

A Yes, I do.

Q Okay. And as I read this document, this document says that Mr. Quijano was paid $365.00 a week for the seven weeks -- for the seven weeks from -- for the first quarter of 2013. Did I get that right?

A In terms of the document here, that's what I see on the document, yes.

Q Okay. Do you have a copy of the -- and I think Mr. Pierce referenced Exhibit 26, which is about four inches of paper?

A I have a huge document here in front of me.

Q Okay. I think that's probably Exhibit 26. If I can draw your attention, please, to Exhibit 26 at page 56?

A Could you give me a second? I'm trying to determine on the pages whether they're --

Q Down at the bottom, they're stamped at the bottom of the page.

A Okay, I'm looking at the numbers. Okay, I have page 56 in front of me.

Q Okay. And 56 looks to be three smaller slips of paper, all photocopied on the same page. Right?

A Yes.

Q And the last one on that page says Felipe Villegas?

A Yes.

Q Okay. And that document shows that for a week in the beginning of February, Mr. Villegas, who worked for all days during that week, was paid $320.00. Right?

A That's what the document says here.

Q How does that 320 -- is that 320 factored into the 365 that we see on Exhibit 37?

A This appears to be -- I don't know. Having not looked to see when Mr. Villegas entered the country, entered the work scenario, that's about the time Indio started. So it might be close to. I haven't had a chance to check Exhibit 24. It might be pretty close to the time he arrived

stateside.

Q Okay. So, but if we look at Exhibit 26 at page 56, it shows that Mr. Villegas worked for all days within that work week. Right?

A What I'm looking at, based on this sheet here, I see seven days. So it would appear that he's got a seven-day scenario based on this paycheck stub, based on what you've had me refer to here on page 56.

Q Okay. So the document in Exhibit 37 shows that he was paid 365 a week. But then, the document at Exhibit 26 at page 56 looks like that he was only paid 320. You would agree with that. Right?

A Well, we're looking at a net, as opposed to a gross. So general principle, I would say the net here was 320. The other is based on gross.

Q So you're saying weekly wage. So the handwritten information on Exhibit 37 says weekly wage. And you're saying that that is not the same weekly wage that we see on Exhibit 26?

A What I'm saying is based on what we're seeing here, this is what he received net wise.

Q Okay. So still on Exhibit 26, I'm going to call your attention to page 160.

A Yes, I have it right here.

Q In the middle of that document, do you see what

purports to be a time stub for Mr. Villegas?

A Yes.

Q Okay. And that one shows a payment of $395.00. Right?

A Right.

Q How does that factor into the 365 that we see on Exhibit 37?

A I don't know the details on that one. That is, like I say, apparently -- I haven't tracked the next one. But looking at this one, we've got apparently more of a full week here.

This would be probably, looking at the dates, this would probably be his first or second week of arrival at the on-site location. So I would say there's probably some adjustments for his arrival.

Q You are speculating on that answer, right? You don't know the answer?

A Right. I don't know. I was not on site to tell what took place as far as operations.

Q And you would agree that the time period at page 160 is after the time period that we were looking at page 56. Right? I mean the time period at page 160 is the middle of March. And the previous document at page 56 was the beginning of February. Right?

A I'm looking at what you directed me to on 56.

We've got dates of February 4th through February 10th. And you've directed me to page 160 where we're talking February 11th through February 17th. So I would say it's the following week.

A Fair enough. You're right. My eyes are terrible. I can't make a two from a three. But you would agree then, that the document -- well, you just testified that the document at page 56 shows, reflects that Mr. Villegas worked for all seven days on that document. Right?

A Based on looking at this document, yes.

Q Okay. And you would also agree that the document at page 160 shows that Mr. Villegas worked for all seven days during that pay period?

A Based on what I'm looking at, I would say yes, based on the document I'm looking at.

Q You also testified, Mr. Shobaken, that the Employer is not required to pay all taxes for an employee. And I think you went through with Mr. Pierce on Exhibit 37, page 13, oh, actually, it wasn't that one. If we take a look at page three of Exhibit 37?

A I'm back on Exhibit 37.

Q At page three?

A Okay, go ahead.

Q If I understood your testimony, it was that this is a copy of a W-2 wage statement. And if I understood your

testimony, it was that the dollar amounts contained in boxes two, four and six on the right hand side were not required to be paid by the Employer?

A We did pay those by the Employer.

Q Right, but that the Employer was not required to pay those? Perhaps I misunderstood your testimony.

A No, we did pay those. In addition, the corporation manages that on the 941 forms.

Q I understand that you did pay them. If I understood your testimony, it was that the Employer was not required to pay them.

A I'm -- if you could repeat that again, I'm confused as to your question.

Q Was the Employer required to pay the dollar amounts in boxes two, four and six from Exhibit 37, page three?

A Normally, this would be paid by the employee.

Q But here, the Employer paid these amounts. Right? It equals about 1,800 -- about $1,800.00 or so?

A That would be -- again, that would be my assumption. I wasn't there at the actual site. I'm looking at what -- I work off the documents that I receive.

But two, four and six would be what normally the employee would pay.

Q You said the employee. Correct?

A Yes.

Q Okay. And here, did the Employer pay these amounts in boxes two, four and six?

A I don't know on this individual case. I'm looking at documents that would indicate that we -- it's difficult, without having been actually on site making the payroll payments.

MS. GORMAN: Thank you, sir. I have nothing further.

JUDGE CLARK: Anything further, Mr. Pierce?

MR. PIERCE: Yes.

REDIRECT EXAMINATION

BY MR. PIERCE:

Q Mr. Shobaken, what you were just trying to indicate to Ms. Gorman was because you're not physically present at the time the cash payment occurs, you don't know whether or not taxes were withheld at that time at the location level. Is that your testimony?

MS. GORMAN: Objection to leading and testifying.

JUDGE CLARK: Sustained. Rephrase your question.

BY MR. PIERCE:

Q Are you physically present on pay day when the folks are being paid at these various units?

A No.

Q Do you have any way of knowing what taxes are withheld for the individuals each time they get paid in cash?

A No.

Q If you go through the pay slips that are gathered in Exhibit 26, is there any indication there that the employees were paying taxes for the wages that they were receiving?

A No.

Q If the employees were paying it, and the W-2's are reflecting that taxes were paid, who was paying the taxes?

MS. GORMAN: Objection. Calls for speculation.

JUDGE CLARK: Overruled. If you know?

BY MR. PIERCE:

Q You can answer, Tom. Did you hear me?

A Yes. Well, we pay the taxes out of this office to the federal government.

Q And that's the taxes reflected on the W-2 that you're talking about?

A Correct.

Q Now in the case of Felipe Villegas Quijano, that's page one of Exhibit 37, you have inserted a line there that he was being paid $365.00 for a seven-week period. Do you see that?

A Yes, I do.

Q And how did you derive that particular figure for the seven-week period?

A That figure was derived based on the gross amount

that I was supplied a document with, that they were paying Mr. Quijano upon arrival. And that would've covered the first quarter of 2013.

Q All right. So if you look at page 15 of Exhibit 37, towards the bottom, you see the entry for Felipe Villigas, who we've been talking about.

Were you attempting to use that information in some way to calculate the $365.00 figure?

A Was I attempting to use this information?

Q Right. Yes.

A No. This is a summation, a compilation of the weeks involved in his work in the first quarter based on the gross pay that we were informed he was being paid.

Q I think we're saying the same thing. You got the quarterly figures from page 15 of Exhibit 37, did you not?

A Yes.

Q And I did not send to you, Mr. Shobaken, Exhibit 45.

A Okay.

MR. PIERCE: But I think it would be useful to point out that whether taking the time to do it with the payroll that he has, if you go to the bottom line of Exhibit 45, the Bates numbers are there.

That shows the actual the actual payment for Mr. Villigas. And if you were to follow through each one of

those for that first week, which was low, I believe that you would find that in all those other ones, they're $395.00.

I just don't think it would be a good use of time to go and look at each one of those pages. I'm just pointing out that that information is there.

JUDGE CLARK: Okay.

MS. GORMAN: And I think that is argument for a post-hearing brief, and not for a trial.

JUDGE CLARK: I appreciate you pointing it out, but that is something you have to argue. It's not really evidence at this point. I appreciate the guidance, but you can put that in your brief.

MR. PIERCE: I will. But it goes beyond an argument. I'm just summarizing the evidence in Exhibit 46 and telling you for your convenience there is an answer to this.

JUDGE CLARK: Okay. Appreciate that.

MR. PIERCE: That's all, Your Honor.

JUDGE CLARK: Ms. Gorman, anything further?

MS. GORMAN: No.

JUDGE CLARK: Mr. Shobaken, you're done. Thank you so much for your time this morning. You're free to go.

THE WITNESS: Okay. I'm heading back to my McDonald's coffee. Thank you.

JUDGE CLARK: Thank you. Have a good day.

(Witness excused.)

MR. PIERCE: Should we all be so lucky.

JUDGE CLARK: Okay. Any further witnesses on behalf of -- you do have Mr. Brajevich. Let's take a quick break. Let's take about a five or six-minute break. We will come back at 10:00 and start with Mr. Brajevich. Off the record.

(Off the record.)

JUDGE CLARK: We are back on the record. All parties are present. Ms. Aguilar is not here, but Ms. Gorman is going to proceed in her absence for the moment.

MS. GORMAN: Thank you.

JUDGE CLARK: Mr. Pierce, do you have another witness?

MR. PIERCE: Yes, Your Honor. We would call Mr. Michael Brajevich.

JUDGE CLARK: Mr. Brajevich, before you sit, raise your right hand.

Whereupon,

MICHAEL BRAJEVICH

having been first duly sworn by the Administrative Law Judge, was examined and testified as follows:

JUDGE CLARK: Have a seat, please. And if you would state your name, and spell it for our record, please?

THE WITNESS: Michael Brajevich, B-r-a-j-e-v-i-c-h.

JUDGE CLARK: Thank you. Mr. Brajevich, you were here when I gave the admonitions to the other witnesses. Correct?

THE WITNESS: Yes.

JUDGE CLARK: Do you have those in mind?

THE WITNESS: Yes.

JUDGE CLARK: Okay. We can go ahead and get started, Mr. Pierce.

DIRECT EXAMINATION

BY MR. PIERCE:

Q Mr. Brajevich, what is your position with Butler Amusements Company?

A Currently I'm the president of Butler Amusements.

Q And you are also the individual that has been named individually in this particular enforcement action. Correct?

A Yes.

Q Let's talk a little bit about your background. Could you summarize your educational background?

A I graduated from high school in 1976. I went to Palamar College for one year. And then a couple years later, I went to Miramar College, where I graduated from the San Diego Fire Academy. And I've been in the carnival business since then.

Q When did you first start working in the carnival business?

A In the summer of 1976.

Q And when did it become a full-time occupation?

A I would say 1983.

Q And just sort of walk through. You stayed in the California area most of your life?

A Yes. I moved to California with my family when I was two years old, and my residence has always been in California.

Q And the shows that you were working?

A Yeah. When I started working in the carnival business, I predominantly only worked in the California shows. I've worked for a number of them.

I was hired in 1990 to come be a manager for Butler Amusements.

Q And as you have evolved since 1990, have positions have you had with the Butler organization?

A Well, I was hired as an assistant manager, and I was an assistant manager until about 1998. In '98, Bud Butler, one of the owners of the company died, and I took over his position running that particular unit, which is now referred to as the Nick's Unit.

And I've been doing that since, continuously. I still operate those two units.

Q All right. And there came a point when you eventually married the boss' daughter?

A Well, yeah. We started dating in 1995, and we got married in 1998.

JUDGE CLARK: I'm sorry, you said you're overseeing two units. Did I understand you say that?

THE WITNESS: Well, Nick's Unit. And if you look on the, we call them the route sheet, I have two units. In order to play big events, you have to have X amount of people and equipment.

But when you don't have a big spot to go to, everybody still has to get paid. So we break into smaller units and play smaller events.

But I'm still -- it's my equipment that I'm over, and those are the people that I -- are physically under my control.

JUDGE CLARK: Okay. So the Nick's Unit, and there's second on that one document. I think it said Washington, maybe. Is that --

THE WITNESS: No, the Washington is all the way off to the other side. And actually, that -- yes.

JUDGE CLARK: Okay, got it. I think I understand.

BY MR. PIERCE:

Q Well, talk a little bit more about Exhibit 26 -- excuse me, 27.

A Okay.

Q The Nick's Unit you're referring to covers the

first two coves?

A Correct.

Q And what was their relationship or affiliation? Were they like a sister sub unit.

A Well, this is all -- all this equipment is owned -- most of the equipment is owned by Butler Amusements. What we have is like Nick's Unit, Butch's Unit, and then Lance's Unit, then the Washington Unit that's on here.

So my unit is totally independent of all the other units. Butch's Unit and Lance's Unit, if you look on the schedule, they do combine at different times to play bigger events.

But like I said, when you don't have big -- there's only so many big events.

So we break into smaller -- smaller units to play smaller events so that everybody continues to work. But like we never cross paths. As you see, I'm always in another location.

And then if you go over to the Washington unit, just for clarity, once it gets to -- after Gate Harbor, that's when I go north to Washington County, and that equipment actually comes in, and I actually use some of that equipment, and the employees while I'm in the State of Washington.

Q Okay. So you started as assistant manager. How

did you progress within the company?

A I was an assistant manager on -- on like two different like branch off units. And then, like I said, in 1998, Bud Butler passed away, and I became the unit manager for the unit that he oversaw.

Q All right. And eventually -- well, what was the time line for you becoming CEO?

A I stayed in that position right there from 1998, and I became a vice president in about 2008. But we had -- there's multiple vice presidents. It all has to do with tax law and different types of things, workmen's comp.

But Butch Butler passed away in December of 2011, and I became the president of the company upon his death. It was a continuum in that position.

Q Okay. And was Butch Butler, is he more-or-less the Butler in Butler Amusements?

A Absolutely.

Q So what was your involvement with the H-2B program before becoming CEO?

A Limited. I did use some H-2B's. But I -- I was not involved with any recruiting. I did not -- I wasn't involved in any of the procedures of how we obtained them.

All I know is that, you know, at the time, it would be, "How many guys do you think you might need," and I think when I first started, I had like 12. So I had 12, and we

tried to incorporate them into our business. And over time, we got more.

Q Had you signed any of the H-2B paperwork before taking over as CEO?

A No.

Q Who is Jim Judkins?

A Jim Judkins is a recruiter. I believe he's out of the State of Texas. But he's a recruiter that helps us obtain the workers.

Q All right. And what is his presence in the amusement industry? How much of the market does he have? What does he deal with?

A He's the largest. He's the largest recruiter in the carnival industry in the United States.

Q And what is your understanding as far as his history and background for providing consulting services related to the H-2B program?

MS. GORMAN: Objection, to the extent that it calls for speculation. If this witness relied on that history, that's one thing.

JUDGE CLARK: Overruled. I'll allow you to get some background.

THE WITNESS: Can you restate that?

BY MR. PIERCE:

Q What is Mr. Judkins's background, as you understand

it, in the amusement industry?

A Well, I'd say in my opinion, and many others, that Jim Judkins would be the person that would give you the best information. He's the most knowledgeable in the H-2B system.

Q And any idea how long he's been doing it?

A Well, we started in, I think the year 2000, and he had been doing that previous to that. He had been bringing in service workers and I think some carnival workers. I can't speak to how long before that. But he was already established in that business prior to us entering.

Q And is he recognized in the industry?

A Yes, he is.

Q And when I say recognized, recognized for his abilities, his expertise?

A Correct.

Q Did you rely on Mr. Judkins as you took over, shortly after Mr. Butler's passing?

A Yes, I did.

Q Was the paperwork that we are here for today to get started in the 2013 season, was that literally your very first time signing H-2B paperwork?

A First time seeing it, and signing it.

Q And how important was Mr. Judkins's participation in order to get your feet under you as you got into the H-2B program?

A It was crucial, because again, I had no understanding of the workings of the H-2B systems as far as bringing in the workers and acquiring them.

Q Had you dealt with Mr. Judkins before going through the process of submitting the paperwork for the 2013 season?

A I don't believe so.

Q Were you aware of the company having any issues, you know, from either Butch Butler or anybody else, having any issues with Mr. Judkins's reliability before you started dealing with him?

A I'm not aware of any.

Q So the Exhibit 7 is the 9142 that started the ball rolling from the 2013 season. And you actually signed off on this. Correct?

A Hold on one sec?

Q The very last page.

A Yes.

Q Now who actually filled out the paperwork itself?

A I don't know, but it wasn't me.

Q Do you have any reason to believe that it was anyone, other than someone with Mr. Judkins's office?

A I have no reason to believe that.

Q That --

A I believe that Jim Judkins's office generated this document.

Q All right. And there's some attachments. There's a Statement of Temporary Need at page 19. There's an addendum on page 12. And there's a little bit of language at the bottom of the itinerary on page 17. Do you similarly believe that it was Mr. Judkins's office that actually came up with the wording?

A Yes.

Q And then, the itinerary that is reflected on page 15, you would have supplied that. Correct?

A Fifteen?

Q Right.

A The itinerary, we would have generated.

Q So after Mr. Judkins's office had prepared the guts of the 9142 submission, did it come back to you?

A You mean after I signed it?

A Before you signed it, did it come back to you? In order for you to sign it, you were presented with the full paperwork?

A Correct.

Q And what did you do with that?

A I'm sure that I e-mailed a copy back. Then I mailed the hard copy back to their office.

Q Did you attempt to review it?

A I did review it.

Q All right.

MS. GORMAN: Your Honor, I'm sorry, did the witness say did or didn't?

THE WITNESS: Did.

BY MR. PIERCE:

Q Did you have any discussions that you recall with Mr. Judkins related to the build up or actual preparation or submission of the 2013 paperwork?

A Not that I can think of.

Q Okay. Let me ask it a little bit differently. Who was primarily interacting with Mr. Judkins's office in order to get the raw material to him that he would use to then generate the final product?

A Well, I would've been involved with that. But again, like the itinerary, when it came out of our booking and promotion office, you know, they're the ones that actually have the contracts. That's where they're kept. So they would have that.

But when they were asking how many do we need and the different things, I would be the one supplying that information.

Q All right. And how long had you been with Mr. Judkins? I don't think you said.

A Myself?

Q No, the company.

A I believe it was the year 2000.

Q And has it been your experience that from year to year, a significant part of the guts of the 9142 get repeated?

A Yes.

Q And when you reviewed it, do you remember whether or not it provoked any questions?

A I don't remember anything that came to mind that I was concerned of.

Q Did anything seem to be out of the ordinary or untoward or suspicious?

A No.

Q Do you remember having any discussions at all with Mr. Judkins about -- along those lines? Is this --

A No.

Q -- the usual way it's done, or anything like that?

A Well, I'm sure I asked him, you know, how the procedure worked. You know, I'm sure that he told me that he takes care of all the paperwork, and that he'll send me the information, that he knows the processes, and how -- how to go about bringing them in.

And basically, I would give him, you know, how many we would need, and then our itinerary. Then he would generate the rest of the paperwork.

Q Okay. Are you aware of whether there were any indications by Mr. Judkins about the ability of people to

provide, for example, driving services or some of the things that were at issue here today?

A Yeah, I -- I -- I think that back when we were doing this, that we could use these attendants in a way that made our company the most efficient.

Q Okay. And what I mean is I'm not limiting it to just to the 2013 season.

A Always. We -- we -- we, at that time, we were -- we were doing what we were allowed to do. There was nothing that said we couldn't do these things.

There wasn't any -- there wasn't any reason why we didn't think that we could do that.

Q Okay. And did you have an understanding as to whether or not Mr. Judkins, over the years -- it would've been 13 years from 2000 to 2013 -- that he had ever commented on the ability of these individuals to provide other related services?

A We were under the impression that we could use these workings in the carnival business. And the way we run our business, these guys, we were bringing these in and paying them to help us. And we were using them to be as efficient as we could.

Q Okay. Let's pull that part.

A Okay.

Q You know the carnival business.

A Yes.

Q Correct? You have served on the OBA business association?

A Eleven years I spent on that.

Q On the board of directors?

A Yes.

Q You know a lot of your peers?

A Correct.

Q You get around and you see their operations.

A True.

Q You've had discussions with them about how they staff and how they provide services within their companies?

A Yes.

Q Was there anything about how you were staffing and running your operation that was out of the ordinary, or how any other carnival was staffed?

A We were consistent with everybody in the industry.

Q Now in order to get the guys here into this country, you are aware that they must be processed through the Department of State Consulates at the Mexican border?

A Yes.

Q And over the years, as you have dealt with Mr. Judkins, what is your understanding as to how he goes about educating his workers to know -- so that they know what the deal will be when they get here?

A Yeah, it's pretty extensive. He brings them in in groups, and he gets together with that ground, and he explains to them, you know, how -- how the carnival business works, how Butler Amusements works, and then also, you know, some things along the lines about, you know, the laws are different in America and you have to do -- some things that might be okay in Mexico might not be okay in America, and they have to watch themselves.

Q But generally, it's just what is expected from them, and what's expected from us.

And does that include discussions between Mr. Judkins and people who work with him regarding pay or working conditions or things that are more germane to the case?

A Yes.

MS. GORMAN: Objection. Calls for speculation. This witness hasn't testified that he was present for any of these meetings.

JUDGE CLARK: Sustained. Rephrase your question, Mr. Pierce. See if you can lay a foundation for how he knows that.

BY MR. PIERCE:

Q Do you have an understanding as to how it is that, or the subject matters as to which Mr. Judkins or his protegees communicate with the workers?

A Yes. Mr. Judkins has told me himself that he gets

them together, and instructs them on what we can -- what is expected from them and what is expected from us as an Employer.

Q Okay. And are you aware of what happens if a recruit shows up at the consulate, gets asked questions, and doesn't know basic answers like, "How are you going to be paid," or other relevant job terms?

A I think at that particular juncture, they will either be denied -- but I actually have had the consulate call me to clarify a question that they may have had.

Q And in addition to the instructions that Mr. Judkins would provide, how many of your workers on average are returnees and therefore, already knew the system because they had worked it?

A Ninety-something percent. Over 90 percent are returning workers.

Q And for those who were returning in the 2013 season, do you have any idea what the typical length of stay might be with your company?

A I do not know a typical length of stay.

Q And if you would, now look at Exhibit 39.

A Okay.

Q Could you explain what it is that Exhibit 39 represents?

A It appears that this is a letter that the employee

signed that they understand the rules.

Q Okay. And specifically, in paragraph three, you see a reference about a prevailing wage and that Mr. Judkins or whoever is working with him had played a role in advising of that?

A Yes.

Q Is that your understanding of Mr. Judkins's role?

A Yes.

Q And then in the fourth paragraph, there are some statements there about providing of valuable benefits and a variety of other things. Was that you understanding of how the deal was set up with your workers, as well?

A Yes.

Q And then, the signature page, this was signed off, do you remember, about five or six weeks ago, something like that? The date isn't filled in for each one of these. But you remember I sent you --

A I remember that, yes.

Q So it was this year. And for those individuals who are still with you from the 2013 season, and therefore, would be relevant to this case, you see, for example, the fifth page of Exhibit 39, at the very top is one of the individuals, Saul Estadillo Herrera?

A Okay. That's marked three on mine. Oh, I see five different, all right, yeah, I see.

Q And a couple of lines below that is another individual, Jose Ivan Ortega Roma?

A Yes.

Q He is also involved. And if I flip the page, at the bottom of page six, we see Jaime Hernandz Serrano. He's also involved.

A Yes, I do.

Q As far as you know, have the -- out of the nine individuals, not all of them are still working for the company, are they?

A No.

Q Okay. And once the workers have been instructed by the Jim Judkins operation, processed through the consulate, arrive on site, what is the procedure or protocol for having a meeting or whatever so that they understand what the job terms are going to be?

A Yeah, we -- we -- we bring all the guys together again, and that's when we give them an orientation. We talk to them about again, how things work, what the processes are.

Usually at that time, I also try to test them, just to make sure that they're acquainted with the qualifications.

Q All right. And does the orientation cover things like how they're going to be paid and things like that?

A Absolutely.

Q And you said if they weren't returning, and didn't

otherwise know?

A Yes.

Q So in the 2013 season, there are some indications in the payroll records that these individuals started working on February the 2nd. Does that sound about right to you?

A For some, yes.

Q And the summary that has been provided by the Administrator -- I believe it is their Exhibit I -- indicates that all these fellows were working in Yakima or Holtville. Did any of them ever work in Yakima or Holtville?

A Well, I can definitely say none were in Yakima, and I can't say if they were in Holtville or not. I don't -- February 2nd, I believe that that would not make it possible.

JUDGE CLARK: Where is it?

THE WITNESS: Holtville is about 70 miles south of the Palm Springs area, near the Mexico/California border.

JUDGE CLARK: Thank you.

BY MR. PIERCE:

Q Is Holtville a location that would be -- that would appear in the itinerary?

A I would think so.

Q Okay. And all these individuals worked for Butch's Unit?

A Yes.

Q Yesterday, there was a little bit of discussion

with Mr. Nittler about there being 395 or something like that on Exhibit 34, 395 workers.

Can you say what's going on with the numbers there in that particular exhibit?

A Can you tell me where to look?

Q Thirty-four.

A Okay. This looks like some type of a spreadsheet here, travel confirmation.

Q Yeah, this is a document from Mr. Nittler.

A Okay. Okay, this looks like it's the, you know, how -- how -- how they were -- how we paid for to send the guys back to Mexico.

Q Okay. There's some pretty big numbers towards the middle related to the CEA travel, where it appears these folks were going to the Los Angeles airport.

Would there have been any reason to send workers at that point in the season to the Los Angeles airport, other than to get H-2B workers back to Mexico?

A No.

Q Given that those big numbers were related to H-2B return travel, any idea how that number, that big number, 395 showed up?

A I do not.

Q But in all events, you expect that the expenses reflected in Exhibit 34 were related to return travel for H-

2B workers?

A Absolutely.

Q Okay. Go, if you would, to Exhibit 7.

A Okay.

Q All right. And specifically on page seven, about a third of the way down --

A Okay.

Q -- do you see the line were it says, "Employer follows prevailing practices for the traveling amusement industry in regards to housing, transportation and weekly salary for workers," do you see that?

A Yes.

Q And if you'll hold your finger there, and flip to page 14?

A Page what?

Q Fourteen.

A Okay.

Q Now about a quarter of the way down, there's a paragraph that says, "As part of prevailing practices of the mobile amusement industry," and then there's three bullet items underneath, elaborating on those same topics, housing, transportation, et cetera. Do you see that, Michael?

A I do.

Q Are you familiar with industry practice within the mobile carnival industry in 2013?

A Yes.

Q Okay. And that is based on your years and background?

A Correct.

Q Was there anything out of the ordinary about you paying a set amount week-by-week relative to how the industry handles it?

A No, no difference.

Q Same question regarding housing, was the fact that you were providing housing consistent with how the industry was by-and-large providing housing?

A The same.

Q And then, the same question for transportation, either in and out of the country, if they're a participant in the H-2B program, or local convenience travel to get to Wal-Mart, was there any difference in how you were handling that, versus your peers?

A The only thing that I would say we might do different is when our guys leave, or we fly them to Mexico City -- we used to bus them, but the busses were being robbed, and our guys said it wasn't safe and they had money and their possessions when they were going home; it's just a fact -- so we -- it's a little more expensive. But we fly them to Mexico so that we know they're going to get home safe.

Q Okay. So then there's similar language you see in the I-129 submission, Exhibit 10, page 16.

A Okay.

Q Now that first paragraph also refers to you filing industry practice for those same three topics. Correct?

A I'm trying to read it real quick. Yes.

Q All right. So under prevailing practice within the industry, and as you were doing it within the Butler operation, was there such a thing as a credit for overpayment from one week to another?

A Yes.

Q How did that work?

A Well, it works because we come out in February -- well, actually not -- you asked me about how it works. How it works is that we -- we -- we take the total amount. If they worked 40 hours a week, we took how much they would make over the course of a year, and we divided it by that many weeks, and that's how much we paid.

Now some weeks, they would work less than 40 hours, but they would get the full pay. Some weeks, they would work more.

That's the nature of the outdoor amusement business, because we are dealing with the weather. We can go days without even opening, but we still pay the guys, because they need to know that they have a reliable amount of money

coming in.

And then when the sun is shining, they might end up working 43 hours in a week because that's when the people are there.

But it averages out so that they always get what they're supposed to have coming, just not that day.

Q Okay. Why is a plan like that, where you are effectively -- in the beginning of the season, is it slow or nigh activity?

A Oh, it's much slower activity. And usually, if you look on those schedules, a lot of those events are just, you know, a weekend event, open on Thursday, and a lot of them open on Friday. So we're only open two and a half days.

But we still pay the full week. So there's days that they're not even working at all during that week, but we make up for it over time by having over the course of the year.

Q And the big dates with the big hours come when?

A Usually, you know, in the summer months. It would be like August and September.

Q Okay. So in the beginning of the season, you expect there would be an overpayment because they're not working at 40.

A Correct, yeah.

Q But then, as you get to the big dates with more

hours, maybe they go over 40, hence creating a need for a credit because you had already paid them?

A Correct.

Q Now do you get audited by the various state wage and hour officials from time-to-time?

A Yes, we do.

Q How frequently do they show up?

A Well, there's -- they usually have a schedule. Some of them are yearly, and some of them are that they have to do it every three years at the minimum.

Q Okay. How many states do you operate in?

A We operate in six western states.

Q And over the course of being audited by the state officials on all these occasions, have any of them ever suggested that there is a problem with the fact that you are prepaying and taking a credit for that?

A No.

Q During the course of being audited by these numerous states on numerous occasions, have any of them ever suggested that there was a problem with your time-keeping system?

A We did have an issue in the 2000 years, right in the middle of the 2000s. I wasn't there, but I know it was in our company that happened.

We were playing the California State Fair. We'd

just picked it up. And because that's where the state capital is, we had some Labor people out there, and they -- well, they didn't like our record keeping/time keeping.

So we changed it at that point. And that's what you see today, is what we were instructed by the State of California, how our time cards should look.

Q Okay. So the slips that we're talking about, the pay slips that show hours and amount of pay, is that something that was done in order to satisfy the officials here in California?

A Yes, it was.

Q And once you implemented that system that is reflected in the payroll records, was the California official satisfied with your time keeping?

A Yes, they were.

Q Have any other officials in any other state, as you've been audited, ever suggested that there was some sort of deficiency with your time keeping?

A No, they haven't.

Q Have they ever suggested that your time keeping was less than reliable?

A No, they haven't.

Q Okay. When you submitted the 9142 that's marked as Exhibit 7, and the I-129, marked as Exhibit 10, reflecting that you followed prevailing practice and got approved for

that --

A Yes.

Q -- what did you think that that meant that you could do in order to continue those prevailing practices?

A Well, I thought we could continue the way -- what we were doing, and in an efficient manner, to run our business.

Q Did you see disapproval in the fact that you told them specifically that you filed prevailing practice?

A No.

Q You also have discussions with Mr. Judkins from time-to-time on wage and hour type of topics, do you not?

A Yes.

Q Had Mr. Judkins ever suggested that there was a problem with prepaying the guys in advance of when they would be owed that money?

A No. He told me that it was -- that everybody was doing it, and that it was fine.

Q But in all events, it wasn't a flat salary, was it? You were not going to pay them, irregardless. Was there an attempt to reconcile at the end of the season? Do you know what I mean by that?

A Yeah. No, yeah, I -- I can't say that I did that myself. But I'm sure we're supposed to. I can't tell you who did it. But yeah, we're supposed to. We're supposed to

make sure, because we do get audited by the Department. I have had a different audit, and our paperwork, we've never had it come back to the paperwork was that we underpaid according to the hours that they had worked.

Q Okay. And when these state officials show up for the audits, you would make the same time records that were provided to Ms. Aguilar available to the state officials?

A Yes.

Q Now you've heard the evidence regarding the fact that your company is exempt from the Fair Labor Standards Act?

A Correct.

Q Are you aware of any rules that specifically apply to employers who are exempt from the Fair Labor Standards Act, who want to participate in the H-2B program specified in the 2008 regulations?

A No.

Q As to the credit related to the housing, are you aware of anything that prohibited you from taking a credit for providing of housing in the 2008 regulations?

A No.

Q Was the credit that you were claiming related to the bunk house that you were providing any different from a credit that any other carnival might have employed, assuming that they were exempt from the Fair Labor Standards Act?

A No.

Q Could you describe your bunk houses?

A Sure. They're pulled by semi tractor. They're -- the length varies from 48 to 53 feet long. They average 10 rooms per trailer, individual rooms where the person has their own space.

And then they also have two showers in the back that they can access through the back door, so they self contain the showers for the guys, too.

Q Electrical?

A Oh, it has heating and electrical, and air conditioning and electrical 24 hours. We run generators. If we're in a location where they can't plug in, we run a generating to keep all the living quarters fully powered 24 hours a day.

Q Is there enough room for personal items, like if they want to have a bow and arrow, or jogging shoes, or whatever they want in their personal life, did they have room for that?

A Yeah, they do. I think they -- I think the rooms average about 27 square feet.

Q Okay.

A I guess they're not square feet. I guess it's not. They're eight and a half feet wide. I believe they're about six feet wide, and they're eight and a half feet tall.

Q Okay. And how deep? As wide as a trailer?

A Yeah, eight and a half feet deep.

Q Okay. And why is providing bunk houses to H-2B workers or any other worker who is living a mobile carnival lifestyle a good thing for the worker?

A Well, it gives them a place to go. It gives them a place to, you know, call home. It's where they store their personal belongings, so that they're, you know, safe and out of the weather, and they can go and get out of the weather.

Q Okay.

A And also when they take and have their breaks, you know, that gives them a place to go. They can watch movies, lay down, read a book, whatever, take a nap or whatever they want.

Q Have you observed that that gives them an opportunity to socialize with friends and peers?

A Oh, absolutely.

Q If they were to take a hotel room somewhere nearby, how much of a pain would it be getting back-and-forth from the fairgrounds to wherever the hotel might be on busy fair days?

A Oh, it would be incredibly difficult if you tried to leave the fairgrounds, especially on a busy day, try to get back in.

You know, when they're on break, their breaks run

from either one hour to two hours long on average. You would spend a substantial amount of time in traffic.

Q And most of your -- well, a good part of your season is in the hot part of the country, California and Arizona. Right?

A Correct.

Q And how important is being able to get into air conditioning when you're operating in an environment like that?

A It makes all the difference.

Q Does that include -- does the ability to cool off on hot days improve employee morale?

A Absolutely.

Q And conversely, what are the negatives to your company for providing of bunk housing, for example, the obvious one, who is paying for it?

A Well, the cost is the thing that would jump out first, is to acquire the equipment, insure it, maintain it, move it down the road.

Q Are you aware of shows that have lost contracts because -- well, let me ask you before I get to that where do you actually park the bunk houses?

A We -- we park them in the back lot where the fair would give us a designated area to park them.

Q So it's close walking distance between living and

working?

A Reasonably close, yeah.

Q Have you -- are you aware that some shows have lost important contracts because they've got guys living on the facility and a fight or something like that breaks out?

A That happens quite a bit. You know, if you don't have bunk houses and then, you just let people put up like tents, they turn into tent cities.

And what happens is when you don't have any way to lock up the room in the area, you get people that are not supposed to be in that area, in that area.

Q Okay. And on the question of who primarily benefits, assuming that role applies here, who primarily benefits, Butler Amusements Company by providing bunk houses, or the workers who get to live in them for free? Obviously benefits is what I meant.

A Oh, absolutely the most benefit is to the employee.

Q Okay. Are you providing any service to them that they would not otherwise have incurred as a normal living expense?

A Could you restate that?

Q You're not overinflating this. You're not giving them a 60-inch panel television or anything like that?

A No.

Q You're giving them basic living expenses that they

would incur pretty much anywhere?

A Correct.

Q There was also some testimony as to whether or not the bunk houses comply with health and safety standards. Do you get inspected for providing the bunk houses by any of the various jurisdictions where you operate?

A Yes, we have had bunk house inspections?

Q Have you ever gotten any indication that your bunk houses weren't up to snuff when it comes to health and safety standards?

A No.

Q I think there was also some testimony that maybe the guys don't get to choose voluntarily to live in your bunk houses. Is that true? Do they get to choose?

A Absolutely they get to choose.

Q Do you force them, in order to work for you, to live in your bunk houses?

A No. No.

Q If you had a choice, would it be just okay with you if they chose to go live in a motel or something?

A It would be quite a bit cheaper for our company to have them do that. But the cost of hotels would eat their whole paycheck up.

Q Okay. And I'm not sure I asked this. But were you aware of any regulation that prohibited you from taking

credit for providing the bunk houses in the 2013 season?

A No.

Q You heard Mr. Shobaken talking about the income tax issue. Were you aware of any prohibition against the company paying income taxes for their workers?

A Can you restate that?

Q Are you aware of any regulatory provision that prohibited the company from paying the income tax portion that the individual would otherwise be responsible for?

A No.

Q Who primarily benefits when you voluntarily pay the income taxes for your workers?

A The employee.

Q And you are aware, as we've got more than 1,000 pages worth of payroll. Is there any indication that any of these workers were paying income taxes in 2013 by themselves?

A No. They were not.

Q Okay.

A If I can tell you why we did that, is because there was problems out in the industry about the different types of audits and the accounting and people who are getting accused.

So I said, "Well, listen, we will just pay theirs, we will, Butler will pay theirs, and that way, we're going to give them what we said we were going to give them in cash, and then anything else that we pay," which is the taxes,

"that is going to buffer us, and let the case come in," because you know, when you get audited, they come up with different types of things.

So I said, "We're going to do this, so that we know that when we're done being audited, we've paid the money."

Q And when you use the term, buffer, that means -- is that the same thing as saying taking a credit for?

A Taking a credit for it, and also paying the taxes because that's -- we pay that, so that's money that they should've paid, but we paid, which means that if they come in and say, "You're underpaying," or, "You've done something like that, we don't want that to happen," which would be in non compliance. So, "We'll just pay the taxes."

That's worth a couple of, you know, a few hours every week, type. And so that way, when we get audited, we're fine.

Q In and out of country, or relocation travel, are you aware of any regulatory prohibition that prohibited an FSLA-exempt employer in 2013 from taking a credit for in and out of the country travel?

A No.

Q In the instance of relocation travel, who primarily benefits when you volunteer to pay their expense to get into the country to work for you, then pay to get them back home?

A The company pays.

Q No, I understand that. But who primarily benefits from the fact that you're --

A The employee.

Q And why do you say that?

A Well, because if they had to incur that cost out of their own paycheck, then they would have less money.

Q All right. And in the case of local convenience travel, for what purposes would the Butler operation make vans or other means of transportation to take care of personal errands?

A Are you asking why we do it?

Q Yeah.

A Well, we do it because it's -- the guys need to -- they need things to live their lives. You know, they need food. They need, you know, soap and shampoo. They need clothing. They go to the movies sometimes. They just do different things.

So we -- we -- they pretty much have the run of those vans. They have the keys, and they get together, and off they go.

It's a morale-type thing, too, you know. We're trying to make it as easy as we can on them.

Q Are there occasions when they may want to wire money home?

A Absolutely.

Q Get to the laundry mat?

A Absolutely.

Q Who primarily benefits when your company takes on the expense so they can take care of personal business?

A Well, they are the ones that would benefit the most.

Q Are you aware of anything that prohibited you from taking any credit related to local convenience travel in 2013?

A No.

Q And when you make a van available, who is actually doing the driving to get them to a Wal-Mart or wherever?

A It has to be somebody that has a driver's license.

Q But an H-2B, off duty, with a license, is okay with the company?

A Yes.

Q All right. Next topic: In order to staff company operations, could you say a little bit about how the carnival staffs up? How important is efficiency, and just some general management-type considerations for you?

A Well, when we put together, you know, a unit or play in a spot, there are certain jobs that have to be filled. And then, most of all the work in the carnival business is just general work.

So you know, when we -- when we need 25 guys, we

just get 25 guys and we put them wherever they are that makes the carnival business the most efficient that we can to operate.

Q As you signed off on your first ever H-2B application for the 2013 season, were you aware of any rules that limited or specified the type of job code that you could request?

A Say that again?

Q Were you aware of any rules, as you signed off for the 2013 application, that limited the type of job code that you could request?

A No.

Q Had you ever even heard of a SOC code before yesterday?

A No.

Q Do you even know what it is today?

A Still don't know what it is.

Q Okay. Did you have any idea when you signed this paperwork how OFC goes about job coding when they receive your application?

A No.

Q Did you have any idea of what the proper test might be for determining of a job code?

A No.

Q Did you have any idea of whether the regulations

even specify what the proper test --

A No.

Q -- is for determining a job code?

A I did not.

Q Did you have any idea what limitations there might be for guys working outside of a job code?

A No.

Q Until I went through the exercise with Ms. Aguilar yesterday, had you ever read the detailed report related to an amusement and recreation attendant's job duties?

A No.

Q Were you aware of any rules that limited what it is that someone can do, if approved for an amusement and recreation attendant as found in the 2008 regulations?

A Can you restate that?

Q Were you aware of any rules in the 2008 regulations that limited what it is that amusement and recreation attendants could do, or could not do?

A No.

Q Were you aware of any rules in the 2008 regulations that indicated how much details you were to provide in a job code when you submitted an application?

A No.

Q How important was Mr. Judkins in making sure that you were staying within the lines?

A Well, I followed his direction.

Q You heard some testimony yesterday that there was a misrepresentation in the reasons why you needed temporary employment.

And if I directed you to Exhibit 7, page 19, did the company misrepresent any of the factual reasons for temporary need, as reflected on page 19?

A No.

Q Even as you're here now, is it obvious to you how to go about stating a job description for varied responsibilities as you employ individuals for the Butler operation in 2013?

A No.

Q Now you previously indicated that Butch's Unit and Lance's Unit were independent. And during the operating season, do you like go over and check them out or visit them or physically eyeball them?

A No.

Q Do you really know what they're doing with how they staff, particularly Butch's Unit in 2013?

A No.

Q All right. Now if you will flip to Exhibit 77?

A Okay.

Q Have you ever seen the USCIS regulations regulating the H-2B program as they existed for the 2013 season?

A No.

Q There actually is a regulation here that specifies how you are to work these guys. If you will flip to page four, that the very top of the first column ends with this wording: "You shall offer terms and conditions of employment, which are consistent with the nature of the occupation, activity and industry." Do you see that?

A Yes.

MS. GORMAN: Where are you? I don't see it.

MR. PIERCE: Top of the first column on page four.

BY MR. PIERCE:

Q Did Butler Amusements Company's job terms and conditions, were they consistent with the amusement industry in the 2013 season?

A Yes.

Q Do you have any doubt in your mind about that?

A Absolutely none.

Q And Exhibit 86, if you'll flip to that, have you ever seen the 2009 OFLC prevailing wage guidance document that is gathered in Exhibit 86?

A No.

Q Is that the sort of thing that you would count on Mr. Judkins to be familiar with?

A Yes.

Q And in that document, it indicates that they would

like to receive enough detail to generate a relevant job code. Did your application provide enough detail for them to generate a relevant job code as far as you know?

A I believe it did, yeah.

Q You didn't get a -- do you remember getting a request for evidence in which they said, "You didn't give us enough information. We can't even generate a relevant job code," did you?

A No.

Q It also indicates that you were to give a job title that you believed most clearly describes the work to be done. Is the job title that you gave for amusement and recreation attendant, in your mind, does that clearly describe the work to be done?

A Yes.

Q You heard Ms. Aguilar talk yesterday about the predominant -- their primary duty role. Have you ever heard of the primary duty role?

A No.

Q She talked, I believe, about the predominant time test and where guys spend their time. Have you ever even heard of the predominant time test?

A No.

Q She talked about the most closely aligned test. Have you ever heard of that?

A No.

Q Are you aware of whether any of those purported tests even exist in the 2008 regulations?

A I don't think they were.

Q If the regulations don't tell you the tasks to apply or the rules to follow, what are you supposed to do as an employer?

A Well, we did the best that we could with the information that we had.

Q As you are sitting here today, having heard the Administrator's case, is there anything that you're aware of that would lead you to believe that the job title SOC code failed, that it was wrong, that it failed to comply with some rule?

A No.

Q But those are the sorts of judgments that you would hope and expect that your professional consultant, Mr. Judkins would be able to address?

A Correct.

Q As you have talked with other employers, your peers, do you from time-to-time find out about so-and-so got audited, or you know, that this is what they were told by the Wage and Hour Division? Does that come up from time-to-time?

A Yes, it has.

Q Is that the kind of thing that comes up in talking

with Mr. Judkins?

A At times, yes.

Q In the course of those discussions, have you ever heard that somebody was audited, and there was an issue related to driving, or something else that's germane to this case, where the Administrator didn't pursue that action?

A I don't know.

Q So these kind of things come up, but you just don't remember as being a subject matter?

A That's correct.

MS. GORMAN: Objection. That was testifying. I think the witness -- I think the question should be struck, and the witness' answer should stand.

JUDGE CLARK: Sustained. I'll strike that answer and question. You can rephrase it.

MR. PIERCE: I don't remember what it was. I was just trying to speed this up.

JUDGE CLARK: Okay. Appreciate that.

BY MR. PIERCE:

Q Mr. Brajevich, do you know the Wage and Hour regulations better than Ms. Aguilar?

A We don't.

Q You have worked for H-2B workers for a long time?

A Yes.

Q And interacted with them, and have a pretty good

understanding of what their expectations are, and their understandings, do you not?

A Yes.

Q And your company uses an appreciable number of breaks?

A Absolutely.

Q Why do you do that?

A Well, we do it for a number of reasons. If you look at our route schedule, we're a rather large company playing a lot of events.

And sometimes, we have to break up. And in order to move the equipment and get it set back up, and then play the spot, and then tear it back down, it takes a lot of people.

And so, we have more employees than it actually takes to run the ride.

But in order to set up and tear down efficiently and move it, and get back up to do business at the next location, we handle so many that we actually have more employees than what the average carnival would actually have.

But because we have been at this a long time, we play -- we have big events. And we generate the money that we hire extra employees, so that we can make these moves, you know, efficiently and honor our contracts, and go -- go about our business.

Q All right. And you don't take on more workers than you need because you want to drive yourself out of business, do you?

A No. Absolutely not.

Q And as you talked with the guys over the years, have you ever found that some of them will say, "Oh, I worked 12 hours yesterday," when in fact, they were working six hours, and had six hours of breaks?

A Yeah. That's pretty common in the fair industry, just not in the carnival side, even in the other parts of the fair. When the fair opens at noon, and let's say it goes from noon to 11 that night, well, the fair is open for 11 hours. So people reference that, that they were working 11 hours. They don't work 11 hours.

Our guys work every other hour. At the minimum, they would only work, you know, a maximum of half of the day, because we run an hour on/an hour off.

And what they do is sometimes they might say, "Hey, I want to take two hours because I'm going to watch a movie, but then I'll come back and you do the next two hours," and then they'll switch off somewhat on that.

But our guys work an hour on/an hour off. So that's why it appears that there's all these breaks.

Q When Ms. Aguilar gathers a witness statement indicating the slow part of the season, the start of the 2013

season, that somebody was pulling 60 or 70 hours on Butch's Unit, how likely is that?

A Not likely, just no way.

Q Okay. And whose unit was operating in Santa Barbara at the time Wage and Hour showed up for the on site interviews?

A Butch's Unit.

Q Do you have any reason to believe that any of these nine individuals worked anywhere, other than with Butch's Unit?

A No.

MS. GORMAN: Your Honor, I'm going to object, like three questions ago. I apologize.

JUDGE CLARK: Go ahead.

MS. GORMAN: Thank you.

JUDGE CLARK: Three questions ago is sort of a late objection.

MS. GORMAN: I understand. But it was that it called for speculation when counsel asked a question that if Ms. Aguilar calculated 70 hours, and then the rest of the question. That was a hypothetical. That didn't happen here.

Only 40 hours a work week were calculated for the employees at issue here.

JUDGE CLARK: The objection is overruled.

MS. GORMAN: Thank you.

MR. PIERCE: Yeah, I don't think I said that. Okay.

BY MR. PIERCE:

Q You have talked about the acceptability of your time sheets in the eyes of the various state authorities that you work with. Do you have any reason to question the reliability of your time-keeping method?

A I do not.

Q Do your time sheets reflect actual hours worked?

A Yes.

Q Do you have any hesitancy in holding out to state authorities at this site, or anybody else as being actual hours?

A No, no problem.

Q If you would flip to Exhibit 28, does this chart reflect the work site where the individuals working for Butch's Unit would have worked in early 2013?

A Yes.

Q You heard Ms. Aguilar saying that she regarded that everyone worked 40 hours every week, win, lose or draw. Did your company ever guarantee that someone would always work exactly 40 hours every week throughout the entire season?

A No.

Q When you submitted your 9142, was there any particular skill level or advanced whatever needs that you

indicated that you were recruiting for in order to get folks to work for you in the capacity of amusement and recreation attendant?

A No.

Q All right. Flip, if you would, to Exhibit 76. Are you there?

A Yes.

Q And specifically, page 46.

A Okay.

Q In the third column, about in the middle, there are seven factors, and I'm going to ask you about them

A Okay.

Q Has Butler had any previous history of violations under the immigration statute?

A No.

Q Question number two: How many U.S. and H-2B workers were employed by Butler in early 2013? Can you give us a ball park?

A Early, that time of the year, probably roughly 350.

Q Okay. And out of that number -- well, that's interesting. I'm not getting some cooperation here, Your Honor.

JUDGE CLARK: What are you trying to do?

MR. PIERCE: I was going to do a quick math.

JUDGE CLARK: Oh, I see.

MR. PIERCE: And my calculator is not cooperating. I wonder why. It just worked this morning. Well, I'm going to move on. I apologize. That's strange.

BY MR. PIERCE:

Q So anyway, nine divided by 350 is going to be well less than one percent. Can we agree?

A Less than on percent?

Q Yes.

A I think it would be closer to two, two point something.

Q I lost my calculator, or I would've told you exactly. Okay. Number three in the list of regulations, the gravity of the violation or violations, I'm not sure that you really have a relevant opinion on that.

So let's go to number four, efforts made by you in good faith to comply with the immigration requirements, in addition to keeping up with your peers, consulting with your consultant, Mr. Judkins, are there some industry publications that come out from time-to-time related to H-2B compliance?

A Yes.

Q And you read those?

A Yes.

Q And when you were on the board of directors, you got various communications through the trade association on compliance related type topics?

A Yes.

Q Are there any other things you can think of that you attempt to do to keep on top of all these compliance related issues for the H-2B program?

A Well, I can't think of anything off the top. I do want to supplement what you said. But that's pretty extensive right there.

Q Okay. And how important is it to the company to comply, and be able to participate in the program?

A It's crucial. It's crucial to our company that we comply so that we can continue to get the workers.

Q And without compliance, what would that do to the company's survivability?

A It -- it -- it's crucial that we have employees. And the H-2B system is managed so that we can have a, you know, committed work force that comes in and works the whole season.

When you try to hire people and train them, and they quit after two days or three weeks, you know, and you're always rotating people in and out, there's so much safety factors involved here on the training part, and then also, the cost of trying to train people all the time, it's crucial that we're in the program.

Q Okay. Item number five, explanation regarding the violations, are you aware even today that there has been a

violation?

A No.

Q Item number six, your commitment to future compliance, is there any reason to question that you are committed to complying going forward?

A We are committed 100 percent to comply.

Q All right. The last item, extent to which you achieved a financial gain due to a violation, so I'm not sure that there is a violation to predicate this on.

But let me ask this: You had -- you've heard many of the diverse work activities and job duties that amusement attendants can take on.

And you had such a good-size operation that those duties that any of those attendants could have done, do they give you -- how did you use efficiency in how you structured your operation in order to be able to meet the job duties that fall within that description for an amusement attendant?

A Well, what I think your question is, what we do is we just take the best person that can do every particular job. We have, let's say there's 40 guys out there working. And we put the people in the best places that we can, so that we can efficiently operate.

Q But your staffing level is so much higher, your operations are so much higher than -- there's a one-man Subway shop on the corner from here.

A Right.

Q How much specialization can you have in order to be able to structure your operation, say, within the job code, and still be efficient?

A Well, there -- there -- there's -- again, we take the people's talents. We don't have one guy doing everything.

Like, let's just say -- let's just say that we're doing, you know, inspections on the rides prior to opening. Well, when we get those back, we're going to have, you know, there can be a multiple;e of issues that we're trying to deal with right then.

Well, instead of having, you know, five different guys or 10 different guys trying to run to the shop and do that, we send the shop out there, and they take care of all the 10 things right away, instead of trying to have -- otherwise, you know, you couldn't control that. You couldn't -- you couldn't organize that, if everybody was trying to do their own thing. So everything has got a department.

Q Let's use another example. The job description for the amusement and recreation attendant, it states in many different locations that they are authorized to do repairs.

A True.

Q So maybe out of your 200 H-2B employees, maybe they spend five minutes a day per person, if you spread it all

out?

A Yeah.

Q Are you aware of anything that prohibited you from concentrating your needs for repair in one or two guys, and not have 200 different people spending five or 10 minutes a day?

A No, I'm not aware of that.

Q Okay. If you would look at Exhibit 47?

A Yes.

Q And let me say that my temperamental calculator is working again.

JUDGE CLARK: Okay.

MR. PIERCE: And Your Honor, it's Exhibit 47.

JUDGE CLARK: Thank you.

MR. PIERCE: Now Mr. Brajevich, let's walk through what we have attempted to gather here for the various evidence that has been presented.

In Exhibit 47, the first column for these nine individuals reflects the number of work weeks.

And Your Honor, just for your benefit, these numbers were prepared several weeks ago on a different version of their wage calculation.

The prior version indicated that three of these people were not working the full 11 weeks, and that's why it reads that. They changed that. I'm not objecting or

anything. I'm just telling you there is a reason why my numbers don't match theirs. It's because they changed theirs.

JUDGE CLARK: Okay.

MR. PIERCE: So we're starting with their numbers. So let's go to the gentleman that was added as our test case, as our example, Sergio Guzman, number three. They have indicated that he worked for 11 weeks.

BY MR. PIERCE:

Q Mr. Brajevich, I'm going to ask you to use my calculator here. So we've got 11 weeks for Mr. Guzman. The second column, hours per week is derived, as indicated in the heading, from Exhibit 46, which is another compilation of work hours, as reported through the time slips that we then averaged, to indicate that Mr. Guzman's average hours worked through those 11 weeks was 26.1 hours.

So if you would multiply 11 weeks by an average of 26.1 hours per week?

And then, I'm going to skip the third column for a minute, and go to the fourth column, average pay rate for each of the four metropolitan statistical areas, for his job code, if you were to look at what we have gathered as Exhibit 42, Mr. Guzman is listed as a driver, which is a code of 533032, and there are four of them for each of the metropolitan statistical areas.

You take the average pay rate for those four, it gets you to $19.29 as an average.

If you were to, Mr. Brajevich, multiply 11 weeks by 26.1 by a driver's pay rate of $19.29, what total does that get you to?

A $5,538.16.

Q Okay. Now coming back to the third column for the pay rate, we don't agree that the wage calculation should be based on the mean figure. We believe it was skill level one.

So if you go to that same source on Exhibit 42 for a driver, skill level one, and you take those wages for those four areas, that number is -- I didn't actually do this. But that number is about $13.00 or something like that.

It's going to lower that number by about 40 percent. It just -- Mr. Brajevich, if you were to multiply 11 weeks by 26.1 by 13 bucks an hour, what figure have you got?

A Times how much an hour?

Q Thirteen.

A $3,732.30.

Q Okay. And now, if we take the right hand half of Exhibit 47, their exhibit, and we agree, Mr. Guzman was paid $5,500.00.

The income tax is based on what is found in Exhibit 37, the housing per week, as reflected in our Exhibit 31, the

relocation travel as Exhibit 34, the local convenience travel, which we also provided in Exhibit 36, and add those columns -- I'm not going to ask you to do this -- but those numbers come out to $8,433.00.

So this was our attempt to synthesize for Your Honor's benefit all the different credits that you've heard in our view of their case.

JUDGE CLARK: Thank you.

BY MR. PIERCE:

Q Mr. Brajevich, I just have a couple more things to ask you. If you would, flip now to Exhibit 76. And I'm going to direct your attention to page five.

The end of the first paragraph in the left column, you see the statement there about a five-year recreation policy is an unnecessary burden for mobile employers, do you see that?

A Yes.

Q And hold your finger there, and go to page 25.

A Okay.

Q Right in the middle of the left hand column, you see there's a discussion there where the Department agrees that requiring carnivals to keep records for five years is an unnecessary burden.

And they reduced the requirement from five years to three years?

A Yes.

Q Is that the sort of thing that you attempt to comply with and abide by?

A Yes.

Q And you have also indicated that some of these H-2B workers that are issue from the 2013 season are no longer with you?

A Correct.

Q And we heard from Mr. Shobaken about how your paper-heavy operations, keeping all our evidence together is difficult.

So my question first is do you have any other testimony about potential loss of documentary evidence that would be relevant to the case that we haven't otherwise covered from the passage of time?

A Well, from the passage of time, yeah. You know, when we made that move right there, you know, things are going to be misfiled and we can't find them.

We also, you know, when we're trying to talk to people about this, from 2013, some people, not just our employees, some of our management people are gone.

So we can't -- it's hard for us to try to get what happened all together again six years later.

Q And let's talk about loss of witnesses since 2013 and the passage of time. Who is Kurt Vomburg?

Q Kurt Vomburg was the unit manager in the Santa Barbara location where we had an on-site audit.

Q As the unit manager, how important was he to being able to present testimony regarding the operation?

A Well, extremely important.

Q Does Mr. Vomburg still work for the company?

A No. Mr. Vomburg has been gone from the company for at least three years. I think that we're into the fourth year right now.

Q Any idea where he wound up?

A I do not.

Q Who is -- and you are aware that Mr. Vomburg apparently gave an interview that was summarized in the witness statement that Ms. Aguilar cited?

A Yes.

Q Who is Bill Truax?

A Billie Truax was the head ride superintendent on that unit.

Q Where is Mr. Truax these days?

A Well, Mr. Truax has taken a similar-type job on the east coast. He's been gone for a number of years, too.

Q Okay. How important was Mr. Truax to being able to give a description about how things were operating on Butch's Unit?

A Well, he was extremely important. I wasn't there.

Q Okay. Who is a gentleman by the name of Paul Farnham?

A Paul Farnham, he was an assistant manager on that unit. And he's been gone -- this will be his third year that he's been gone.

Q And where is he these days?

A I -- I -- he got into the food business, and he operates in food, and I really don't know where.

Q Okay. The three of them, did they more-or-less represent the driving management for Butch's Unit in 2013?

A Yes.

MR. PIERCE: That's all, Your Honor.

JUDGE CLARK: Thank you, Mr. Pierce. Ms. Gorman, may we take a quick break? Do you need five minutes, or do you need 10 minutes?

MS. GORMAN: I can do 10.

JUDGE CLARK: Let's do a 10-minute break. We will start back at 11:45.

MS. GORMAN: Thank you.

JUDGE CLARK: We are off the record.

(Off the record.)

JUDGE CLARK: We are back on the record. All parties are present. The witness is back on the stand. Cross-Examination, Ms. Gorman. Go ahead.

MS. GORMAN: Thank you, Your Honor.

CROSS-EXAMINATION

BY MS. GORMAN:

Q Mr. Brajevich, do you remember the testimony about the size of the bunk houses?

A Yes.

Q I think you testified that there were two showers on the other side of the bunk houses. Do you remember that?

A There's a total of two in the bunk house, correct.

Q And do employees have to go outside in order to access the showers? Or, can you get to them through --

A No, they can not get to them. There is no interior hallway. Each room is separate from every other room. There is no hallway.

Q So you must go outside to use the showers?

A Correct.

Q Are there lavatories in the bunk houses, as well?

A Not in the bunk houses, but there's lavatories.

Q Those are Port-O-Potties that you use?

A Or, if we're at a place that has a permanent restroom facility in the RV area, yes.

Q Oh, like a camping site sort of thing?

A Correct.

Q I see, okay. Do employees have keys to their own bunk house rooms?

A Yes, they do.

Q Okay. If you can let me finish my question?

A I thought that was it. I'm sorry.

Q That's okay. I know sometimes I drag it out, and I apologize. But I think it's much easier

A Okay.

Q -- for the record. And can employees access their own bunk house room at any time throughout the day?

A Yes.

Q And they can lock their bunk house room?

A Yes.

Q And none of the keys are the same. A key for room number one won't open up room number two?

A No.

Q So that is correct?

A That is correct.

Q Other than -- oh. Are employees assigned the same bunk house at the beginning of the season, and they stay within that room? Or, do they change rooms throughout the season?

A They could change rooms. Usually they keep the same room. But like, remember when I was saying if we play a big spot and everybody's together and when we play a smaller spot, we break it into two?

Well, as we divide it into two, somebody might -- they might have to swap a bunk house.

But when they come back together, they go back to their original rooms.

Q But when they swap out, they need to -- they need to clear everything out --

A Right.

Q -- and take it with them?

A Oh, yeah.

Q Okay. And is there any lockable storage in the room, other than the front door to the room?

A Well, there's a dresser in there, but it does not have a lock on it.

Q Is there like any footlocker or storage locker, anything like that where an employee can keep their precious or private belongings?

A You mean besides the dresser?

Q Besides, yes.

A Well, there's not one that's in there. But the way the bunks are, they're like, you know, two and a half feet off the ground. And so there's space. They put like slidable things underneath the bed that pull out for more storage. So that's, you know, under the bed, just more storage space.

Q Does Butler Amusements provide that slidable thing?

A We do not.

Q But you're aware that some employees bring it in

and have more storage under the bed?

A Well, as they bring in more stuff. If they -- if they acquire more stuff than what the dresser would hold, then they're going to put it somewhere, so yeah.

I mean, they don't have to. They can throw it under there. But I would guess that they would, you know, organize it a little bit.

Q And I'm sorry, you said the bunks were how far off the ground?

A Well, I was guessing. But they're off the ground like a -- like a normal bed, so two and a half. I just guessed two and a half feet. That's a guess.

Q And these are twin-size beds in the bunk house?

A Yes.

Q Do any rooms accommodate for -- or have any beds larger than a twin-size bed?

A Yes, some of the bunk house because they're on -- some of them are on a fifth-wheel trailer. So the front room is actually a bigger room. It has a queen bed. So every fifth-wheel room would have a queen bed in it.

Q And who determines who gets those?

A I really couldn't tell you.

Q You have three books in front of you. I know you have been here from the beginning, and you know this. But I'm going to refer you to Exhibit 26.

A Okay.

Q Oh, actually, before I do that, pardon me. Go to Respondent's Exhibit 31.

JUDGE CLARK: Thirty-one?

MS. GORMAN: Thirty-one, exactly.

THE WITNESS: Okay.

BY MS. GORMAN:

Q And please correct me if I'm not reading this right. But I read this as a summary of many things that Mr. Pierce went through with Mr. Nittler yesterday, that housing costs per employee were $134.39. Do you see that in the little box at the top left?

A So 134, yeah, it's very small, but yes.

Q Okay, great. I just wanted to make sure. And that's what the Respondents here are claiming were the weekly housing costs. Correct?

A Correct.

Q Okay. And then I'm going to refer you to Exhibit 35, please.

A Okay.

Q And again, the first page, that one is a lot larger. It's easier for me to read.

A Yes.

Q The Respondents here are claim what I understand to be incidental travel worth $50.25 a week. Right?

A Correct.

Q Okay. And so, would you agree with me -- I'm going to use round numbers here -- that 134 and $50.00 is a total of 184 a week?

A Yes.

Q And then now, I'm going to ask you to take a look at Exhibit 26.

A Okay.

Q And I'm on page 120.

A Okay.

Q And I'm using this base pay rate in the fourth column down. Do you see that?

A Yes.

Q Okay. And we've got varying amounts of weekly pay from a low -- I don't see anything lower than 300 -- to a high -- I don't see anything higher than 500. Do you see those two amounts on this?

A I see 300 and 500, yeah.

Q Right. And you don't see anything lower than 300 or anything higher than 500. Right?

A That's correct.

Q I just wanted to make sure that both you and I are agreed on the range for that. So for the employees making $300.00, the credit of $184.00 a week would leave an employee with $126.00 a week. Do you agree with that?

A No, because I'm not sure how you arrived at the figure. I'd need to do some subtraction there.

Q Sure.

A So we're saying -- so I'm clear, you're saying that if they back that out of their check, that's what they would have left?

Q Right.

A Correct.

Q Okay. So with the housing and the incidental travel expense that the Respondents are seeking here, if an employee making $300.00, if those exemptions or offsets are applied to an employee making $300.00, that employee would have for themselves for that week of work, $126.00. Right?

A Yes.

Q Are Respondents applying for the housing and incidental travel exemption for any employee, other than the nine for whom the Wage and Hour Division has calculated back wages?

A We have not calculated everybody's. We just did the nine.

Q Are you asking for the offset for any employee, other than the nine?

A No, not at this time.

Q Isn't that only because the Wage and Hour Division has calculated back wages for those nine workers?

A And we calculated how much we really paid.

Q Okay. But I still don't, I don't think you have answered my question. Weren't those nine selected because they are the only employees who the Wage and Hour Division calculated back wages for?

A That's correct.

Q There's no other reason. Correct?

A That's correct.

Q So you're not asking for this offset for any other H-2B employees?

A No, we have absorbed that cost.

Q You absorbed it for the nine, as well. You're just asking for it back for them. Right?

A We're asking for credit for it.

Q You're asking for credit, which is asking for it back. Right?

A Well, I'll say that we're asking for credit. I don't know about back. We're not taking the money -- oh, I guess we are, the way this works out.

Q Yes, you are.

A Yeah, that's what we're doing.

Q Thank you. You and Mr. Pierce were talking about an exhibit at -- a document at Exhibit 33, Defendant's, Respondent's Exhibit 33.

A Okay. It's here. Okay.

Q And I am on page eight.

A Eight, okay.

Q Do you see in the blue box in the bottom of the page, it looks like a handwritten box with the number of passengers handwritten in?

A I must be on the wrong page.

Q I'm on Exhibit 33 ==

A Right.

Q -- page eight.

A Okay, this is a -- okay. We're under passengers?

Q Yes, exactly, passengers, right, okay. And this is a copy of a credit card statement, a Butler Amusements credit card that it looks like was used to pay CEA Travel?

A Yes.

Q CEA Travel for about 300 employees, give or take. Correct?

A Yes.

Q And I think during your Direct Examination, you testified that one of the things that Butler Amusements does is that they send H-2B employees back to Mexico via air travel because it's safer than bus travel?

A That's correct.

Q And, that this reflects some of that air travel. Correct -- or, pardon me. Let me strike that. Let me rephrase that.

This document that we are looking at reflects Butler's payment to a travel agency for that air travel?

A Yes.

JUDGE CLARK: He said yes.

THE WITNESS: Oh, sorry. Yes.

MS. GORMAN: Oh, okay. Thank you. You can move the microphone closer, also. You don't have to move into it so much.

BY MS. GORMAN:

Q And does this date reflect the date of travel for employees?

A No.

Q This date would reflect the date that Butler Amusements paid for the air travel. Correct?

A Booked it, correct.

Q Booked it on the credit card?

A Yes.

Q Okay. And then if I can call your attention to Exhibit 34, please, the first page?

A Yes.

Q Do you recall your testimony that this document reflected the dates that employees were traveling back to Mexico?

A Well, this, it says the date of charge or departure date. Okay.

Q You have no reason to doubt the reliability of the date in the departure date column. Correct?

A Well, it doesn't look correct to me, but this isn't my group of people.

Q Well, were you responsible for the travel for your group of people? Or, was some other division within Butler?

A Yeah. Well, each individual unit gets their own people home. All these people on this list are from Butch's Unit.

Q And so, do you have any reason to believe that this document is not reliable?

A No, I have no reason to believe that it's not reliable.

Q Okay. So wouldn't you agree that this document reflects that at least 10-ish employees actually left Butler's employ and traveled back to Mexico at the end of August?

A August --

Q And we've got dates that we're looking at between August 27th and August 30th.

A Okay, yeah, I see that.

Q And does this document reflect that information?

A Well, it appears. Yeah, I've never seen this before. But yeah, I would -- I would assume, yeah.

Q Okay. But you testified about it earlier, though.

You testified about this document on Direct Examination.

A Okay.

Q You would agree with me that August -- that the end of August is before October 31st. Correct?

A Yes.

Q Are you aware that your TEC's to -- do you know what I mean when I say TEC?

A Well, I'm guessing it's one of the forms that we filled out that said our date of need and all that.

Q Right.

A Okay.

Q Right. And that form is sometimes referred to as TEC, and sometimes referred to as the 9142. In the book with the green on it, if you would go to Exhibit C, as in cat?

A Okay.

Q And if you would go to page C-1, page eight?

A C-1, page eight?

Q Right.

A I've got it.

Q I've got two page numbers on there. Do you see in box number five, it says beginning dates of the period of intended employment?

A Right.

Q And end date of period of intended employment, you see that?

A Right.

Q And that that period of time is February 1st, 2013 through October 31st, 2013?

A Right.

Q What is your understanding of what those dates mean?

A Well, it's the period of intended employment. That's the date they can start, and that's the last date they can work, or that they have to be out of the country. I'm not really sure which that date is.

Q Okay. So is it your understanding that Butler Amusements must employ these people up until the end date?

A No.

Q Or, they can let them go before that end date?

A Well, yeah, we can let them go when we're done, when our route is over. We don't have any -- we don't have any dates that go late.

I don't know where that date actually comes from. But most of these people are flying out after the Fresno fair, and that's in the middle of October.

Q Can I'm going to call your attention to Exhibit C-9, which is page 16 within that same exhibit.

A Okay.

Q There is a signature on that page. Do you recognize that?

A Yes, that's mine.

Q Okay. Calling your attention to Exhibit 39 of the Respondent's Exhibits --

A Okay.

Q -- this is the document that has all of the -- it is undated. And it has all of the employees' signatures on it, if you can just take a minute and look through it. It goes for 10 pages.

A Okay.

Q Were you present when the employees signed this document?

A I was not.

Q You don't know what was said to them when this document was signed. Right?

A I do not.

Q Do you know who presented this document to them?

A I do not.

Q Do you -- do you have reason to believe that it was a Butler manager?

A I have reason to believe that it was a Butler manager.

Q Do you have any reason to believe that it was somebody who worked for Mr. Judkins?

A I do not believe that it was anybody with Mr. Judkins.

Q Why do you believe that it was a Butler manager?

A Well, because who else would've? In my mind, I'm thinking who else would've done it. Jim Judkins wasn't around. So I'm sure it was one of our managers.

Q And you have no idea who?

A No.

Q Do you know if this document was created because somebody asked you to create it, and have the employees sign it?

A I don't -- I do not know this document.

Q Is this a document that Butler Amusements has ever produced before the 2013 season, and asked employees to sign?

A I'm not aware that we have.

Q So this was probably the first time that this document was created?

A Could be. Probably, yes.

Q And you, as CEO, you did not -- you did not have involvement in creating this document?

A No.

Q Is it consistent with Butler's business practices that some other Butler manager could have the authority to create this document, have over -- I don't remember the exact number of employees who signed it, but it's something like 50 or 70 -- 50 employees sign it, and you did not know about it?

A Oh, absolutely that could happen.

Q Do you think that's what happened here?

A I -- I'm not sure exactly sure what this is, actually is. I haven't read it. But I -- I do not know this document myself. So again, I don't know. I'm going to guess. I've never seen this before. So I'm going to say this is new. It's dated March.

Q When you contracted for the services of the H-2B program with Mr. Judkins, Mr. Brajevich, was one of the things that you contracted for, was it assistance from Mr. Judkins's office in any enforcement action regarding your request for H-2B employees?

A No.

Q That wasn't part of the contract with him, that, "Hey, if you're audited by the U.S. Department of Labor, we'll come in and assist you in some way."

A Well, I've never -- actually, we get invoiced, but I've never actually signed a contract with him. Maybe there is one in existence prior to me taking over, and we're just, you know, following the terms of that.

But, you know, Jim sends out an e-mail and says, "Hey, we need to start working on your petition for next year," you know, and he'll contact the booking thing, you know, and have them send him over the itinerary for the following year that's coming up.

And he'll say, "How many workers, or the same

amount of workers," and we'll say yeah. And then he just says, "Okay, I'm going to get the ball rolling. I'll send you something, sign it and send it back," and that's what we do. We don't have a contract that I know of.

So I can't speak for what's included or not included. I don't know.

Q I'm going to go back to the Administrator's Exhibits, the green --

A Okay.

Q -- the green book. And Exhibit C at page C-13, or overall 20.

A C-13.

Q Yes.

A Okay.

Q You recognize this as the Respondent's or Butler Amusements' itinerary that accompanied the TEC or the 9142, the application for H-2B employees?

A I do.

Q Okay. And do you agree with me that the second line on the itinerary says Holtville, California?

A I do.

Q The next exhibit after C is D in the Administrator's book.

A Yes.

Q And I'm at D-2, page 31 overall. And actually --

A Okay, I've got it.

Q Yeah, let's go to D-1, and this is the -- do you recognize this document as the I-129 petition for a non immigrant worker?

A Not really.

Q Have you ever seen this document before today?

A You know, possibly. But, you know, possibly.

Q Okay. If I can refer you to D-5, please, of this document?

A Okay.

Q Do you recognize the signature?

A That's my signature.

Q Okay. Going to D-2, do you see that it says, "Information about this petition," up in the top, where it says Part Two?

A Yes.

Q And number two says, "Basis for classification," and it says, "New employment."

A Yes, I do.

Q And what is your understanding of what that means?

A Well, my understanding is that we're getting new workers starting for the next season, and they're starting new employment.

Q This 2013 TEC was the first TEC that you signed. Right, the document that we're looking at --

A Yes.

Q -- in Exhibit C?

A Yeah.

Q Okay. In 2012, who signed the TEC for Butler Amusements?

A Well, for the 2012, it would've been signed in 2011, and Butch signed in December. So he took care of all of this, so it would've been, I'm sure Butch Butler.

Q Did the office have copies of previous TEC's, previous -- the TEC forms in the office?

A I couldn't say.

Q You never looked for any. Right?

A I never looked for any.

Q Okay. And you never -- you never referenced any before?

A Well, we didn't have an office like --

Q I'm sorry, I need to finish my question.

A Sorry.

Q I'm asking whether you ever referenced any of the previous TEC's before filing and signing your own TEC.

A No. No.

Q And the answer was no.

A No.

JUDGE CLARK: Mr. Brajevich, you might be a little tired from being on the stand. But your voice is trailing

off a little bit. So do your best to keep it up.

MS. GORMAN: Your Honor, I mean I've probably got more than a half an hour or so. We can certainly keep going. But also, as you just mentioned, the witness might be tired. I have no problem --

JUDGE CLARK: I think we're going to go a little longer.

MS. GORMAN: Okay, great. Thank you.

BY MS. GORMAN:

Q You testified on Direct to the 2008 rules. And Mr. Pierce was asking you whether there was anything in the 2008 rules that you were aware of that prohibited you from providing housing and taking it as a cost offset to your employees. Do you remember that testimony?

A Um-hum. Yes.

Q And do you remember the testimony when Mr. Pierce asked you were you ever aware of anything in the 2008 rules that prohibited Butler Amusements from taking a credit for in and out of country travel?

A I remember that.

Q Do you remember your testimony where Mr. Pierce asked you whether you were aware of anything in the 2008 reg's that prohibited Butler from charging employees for local convenience travel?

A Can you restate that?

Q Sure. I can repeat it, probably. Do you remember your testimony with Mr. Pierce, where he asked you whether you were aware of anything in the 2008 regulations that prohibited Butler Amusements from charging employees for local convenience travel?

A Yes, I remember.

Q Okay. And do you remember your testimony where Mr. Pierce asked you whether you were aware of any 2008 regulations that required Butler to define the recreation and amusement attendant's job duties?

A I remember.

Q Have you ever read the 2008 regulations, sir?

A No.

Q Have you ever referenced the 2008 regulations?

A No.

Q When you gave that testimony, did you have any basis for concluding what the 2008 regulations prohibited?

A Yes, I did, because --

Q Let me finish my sentence -- question, please.

A Sorry.

Q Did you have any basis for your conclusion as to what the 2008 regulations prohibit, preclude or permit?

A What I'm basing it off of is conversations I've had since all of this has started.

But prior to this, no. Prior to this court case,

this whole thing starting, prior to that, no.

Q You have never -- you've never looked at the 2008 reg's.

A No.

Q You were relying on, perhaps, advice.

A Well, Jim Judkins probably would be the most that I relied on.

Q I need to be able to finish my question, sir.

JUDGE CLARK: You are. You are stepping in a little too soon. Just let her ask the full question so that the record is clear.

THE WITNESS: I'm sorry.

BY MS. GORMAN:

Q Your testimony about the 2008 reg's was relied on the advice of either counsel, and/or other professionals with whom you contracted for the 2013 TEC. Correct?

A Correct.

Q You have -- there was no independent basis that you have for indicating what the 2008 regulations permit, preclude, or prohibit?

A Correct.

Q Would you agree that your business depends on workers being available in remote sites?

A I'm not really sure. Can you define remote?

Q Well, you're the -- you travel. You're the one

that travels to these locations. Right? And the locations that your carnival operates in, some of them are not in urban areas. Correct?

A Well, that's not really true, because we go where the customers live. So either we're at a fairgrounds, which is right in the town, too.

Or, if we're doing a smaller event, you know, at a church or a school, we're right there where people live.

We do not set up out of town, and have people try and drive to us. That does not work, if that's what you're implying. I'm not really sure what you're getting at.

Q Okay. I -- I -- I understand. Some of your amusement services are provided in places that are not in the middle of the cities. Correct?

A Yes.

Q I believe that on your testimony, you used the word remote. I think that you had said out in the middle of nowhere. Either you or Mr. Shobaken used that term.

A That would've been Tom Shobaken.

Q Fair enough.

A Yeah.

Q Do you know what he means when he says out in the middle of nowhere?

A Well, no. But Tom Shobaken hasn't been on a carnival since the seventies. So, you know, I can't -- can

only guess what he was thinking.

Q Through the 2013 season, did Butler Amusements ever operate a carnival in a location that you would consider to be remote?

A Again, if you can define remote for me? If we're talking about a small town, as opposed to a big town, then that would be remote.

But if you're saying do we set up where there's no conveniences and no services and no people there, no, we do not. We set up where the people are.

Q Do you ever set up in locations that do not have hotels within walking distance of the location you set up?

A Within walking distance?

Q Yes.

A Correct, there are some that are out from walking distance.

Q So wouldn't you agree then, that it is to Butler's benefit to have employees that are available when they have no other alternative, for places to stay?

A Well again, no, I don't. You know what? I feel like this is all for them. And again, when you say walking distance, I'm thinking about me. But we're talking about most of the guys are people that are in their twenties and thirties. That's pretty much -- maybe some in their forties.

So I'm thinking walking distance, I'm thinking, you

know, I'm going a mile, I'm getting in a car. Somebody else might think three miles is a reasonable figure to walk. I don't know.

Q So you don't think that it benefits your business by having employees on site and available to -- to -- to -- to work the rides and amusements and take care of the machinery.

A Well, they need to be there when you're assigned.

Q I need to be able to finish my answer (sic), sir.

JUDGE CLARK: Ms. Gorman, I appreciate that. Don't quarrel with the witness. If you've got something you need me to do, direct it to me. Okay?

Mr. Brajevich, you are stepping on her. You're cutting in too soon. Let her ask the question. And she'll let you give your answer. Okay?

THE WITNESS: Sorry again.

JUDGE CLARK: Go ahead, Ms. Gorman.

MS. GORMAN: May I ask the court reporter to read it back? Is that possible? Fair enough.

JUDGE CLARK: Would you care to reask it?

BY MS. GORMAN:

Q I want to make sure that I understand your testimony, Mr. Brajevich. And that is your testimony is that Butler Amusements gains no benefit by having employees that are on site and available to work at the locations where you

are performing amusement services.

A No, I'm not saying that there are no benefits. But I thought you were asking me who had the best benefit, who had the most benefit.

Q I did not ask that.

A I'm sorry. Then I misunderstood. Is there a benefit? Yes, there is a benefit to us.

Q And I want to make sure that I understand your testimony with Mr. Pierce. Looking back at the TEC, which is Exhibit C in the green book --

A Okay.

Q -- and as you see on page C on Exhibit C-1, page eight, on number three of the Temporary Need Information, it says SOC, parenthesis, ONET/OES, parenthesis, occupation title, with an asterisk. Do you see that?

A I see that.

Q And written in there, per your TEC, it says amusement and recreation attendants. Right?

A Correct.

Q And I want to make sure that I understand your testimony, that you used that job title because all of the employees that worked for Butler Amusements performed carnival work. Right?

A That's correct.

Q And you don't differentiate between the different

types of carnival work. Correct?

A Well, maybe a little bit more -- you could ask it a little bit differently. But the way we look at it, the way we do it, we need X amount of workers. We need the workers, and we just put them wherever we can get them to be efficient.

Q And if you need them to be commercial drivers for tractor/trailers to haul these large rides and the bunk houses and the different things, you consider all of that to be part of the carnival world. Right?

A It is.

Q Okay. And if you have workers that are just working in the shop maintaining equipment, and oiling and greasing and fixing and making sure everything runs properly, but that's all they're doing, that is also part of carnival work?

A Yes.

Q And if you have employees that are supervising other employees, and they're not associated with taking tickets at a ride or helping passengers onto a ride, all they're doing is telling other employees, "Go over here, do this thing for an hour, we'll relieve you," those people are also performing carnival work?

A Correct.

Q Going back to the TEC, C-3, page 10 --

A Okay.

Q -- do you see in box (f), the job offer information, do you see that box, kind of towards the bottom of the page?

A Yes, I do.

Q And it says number of hours of work per week, and it says 40 in there. Right?

A Correct.

Q And for the hourly work schedule, what you're stating is that employees are working from one a.m. to 10 p.m. Correct?

A No. I'm reading this, and it says a.m. one o'clock, then p.m., could go as late as 10:00. But the carnival is not open until like around 11 or 12. People are sleeping. I don't understand.

Q But that's what it says here.

A It does say that, yes.

Q It's one a.m. to 10 p.m. Correct?

A Yeah.

Q And that when Butler filed this TEC, that you were indicating that a job offer was being made to each H-2B employee to employ them for 40 hours a week. Right?

A Well, we were estimating that there could be 40 hours a week, yeah.

Q Can you tell me where you see the word, estimate on

this document?

A Well, I'm going by -- I'm using the same reasoning when I read work schedule from one a.m. until 10, which means possibly they could work in those hours, possibly. Possibly, 40 hours. That's what I'm -- I didn't fill this out. I may have signed it. I don't see that, either. But I don't know what the person was thinking when they wrote it.

I'm just using the same logic that I use when I read one a.m. to 10 p.m. That's 21 hours a day. So I don't know where that came from.

Q Okay. If you could go to page C-8, please, of this same exhibit?

A Yes.

Q And do you see in part (b), where it says Employer Declarations?

A Yes.

Q And I'm not going to read all of them. But they go on to the next page, page C-9, and there are 14 of them. Do you see them?

A I do.

Q And your signature appears below them?

A It does.

Q And can you read the language for me, please, right above the box that has your signature that starts out, "I declare?"

A "I declare under penalty of perjury that I have read and reviewed this application, and that to the best of my knowledge, the information contained here within is true and correct. I understand that to knowingly furnish false information in the preparation of this form or any supplement thereto, to aid or abet or counsel others to do so is a felony punishable by $250,000.00 or five years in the federal penitentiary or both, 18 USC 1001."

Q And for number 13, in the Department of Labor, we call these the Employer attestations, and I think you heard testimony that related to the attestations yesterday. And so these are the attestations we were referring to.

A Okay. I lost the page. Can you tell -- oh, I found it, 16. Number 13?

Q Yes. 13. This is the attestation that's at issue in this case.

A Okay.

Q And if you could read number 13 into the record, please?

A "The dates of temporary need, reasons for temporary need, and the number of worker positions being requested for certification have been truly and accurately stated in this application."

Q It doesn't say anything about an estimate, does it?

A No, it does not.

Q Okay. You testified earlier that there were -- that of the nine employees for whom the Department of Labor has calculated back wages, not all of them are working for you anymore?

A That's correct.

Q Okay. Are they not working for you because of this case?

A No.

Q They're not. Is it that they are not working for you because the Department of Labor has calculated back wages for them?

A Absolutely not.

Q There are other reasons?

A Well, I don't know why they're not here. But what we're doing here has not bearing on them. They probably don't even know we're in this case. We don't talk to them about this.

I'm sure they don't even know that this is going on, that I'm even here. These people are running the other units. I didn't even tell them that I'm coming to this thing. This is just something I'm trying to take care of for our company. But we're not out there talking about it.

Q Are you aware that one of the remedies that the U.S. Department of Labor has asked for in this case is a statement of non retaliation against the employees who

provided the government with any information?

A Well, I'm not aware of that, but that seems reasonable.

Q Okay. And I said that at the beginning in the opening yesterday morning.

A Okay.

Q That was one of the things that I mentioned. And you don't have a problem agreeing to that. Correct?

A Absolutely not.

JUDGE CLARK: Ms. Gorman, this might be a good time to stop now, if you still have more. If you have a little bit more, we can stay. If you have a lot more, we can take our lunch.

MS. GORMAN: I have a little bit more.

JUDGE CLARK: Let's stay.

MS. GORMAN: Thank you. You know what? Actually, well, I do have a little bit more. But I need to get, perhaps, more organized, but that's okay. I can get there.

JUDGE CLARK: Okay. So I'm thinking. I don't know. Do you have a lot more, Mr. Pierce, at this point?

MR. PIERCE: Right now, I have four questions.

JUDGE CLARK: Okay. So maybe we'll finish and then we'll go to lunch because we're done with the case, is what I'm thinking. So if we need a break or a stretch break, we can go off the record, so you can organize, Ms. Gorman.

MS. GORMAN: No, I'm moving forward, sir. Thank you.

BY MS. GORMAN:

Q If I understood your testimony, Mr. Brajevich, on Direct Examination, you stated that you don't plan on changing any of your business practices as a result of this case. Did I get that right?

A No. What I said was that we were doing everything that we thought was in compliance at that time. We do have different compliance issues that we're dealing with now. And we're doing those things.

Maybe I didn't -- got the question wrong. What I was answering was at the time, I wouldn't have done anything different, because I didn't think at the time we were doing anything wrong.

Q Are your business practices today different?

A Yes, they are.

Q Because of this case?

A Yes.

Q What is different?

JUDGE CLARK: Mr. Brajevich, remember, let her ask the question.

THE WITNESS: I'm sorry.

BY MS. GORMAN:

Q What's different?

A Well, I can't speak to everything that I wasn't prepared to have an answer to. I know that we're following this case, and following other cases and seeing what we can.

You know, if I could say it, the problem that we have on our side is they have rules, but the rules aren't printed anywhere. And we don't know what to do.

And then, he brought up yesterday -- I'm sorry. May I speak?

JUDGE CLARK: It's non responsive.

THE WITNESS: All right.

JUDGE CLARK: Ms. Gorman, ask another question.

BY MS. GORMAN:

Q Did you apply for H-2B workers for the 2019 season?

A 2019, yes.

Q And you made that application in 2018. Correct?

A I did.

Q Okay. And did you file more than one TEC?

A I did what we -- what we normally do. If we did more than one before, then we did more than one. If we did one, we did one.

Q If you did one in 2013, did you do one in 2018?

A I'm going to guess that I did, yeah.

Q Okay.

A I can't think that we did anything different as far as filing the TEC.

Q So you filed the same TEC in 2018 that you did for 2013. I just want to make sure we're clear on that.

A Well, I believe we did.

Q You don't recall signing more than one TEC?

A I do not.

Q Do you recall signing one TEC?

A I remember -- well, you guys call it a TEC, so that's not a word that's in our vocabulary. So to make sure, I -- I filled out an application, if that's a TEC. I filled out an application for workers, and it was approved and we got them.

Q Sure. And if you go to Exhibit C-1?

A Yeah.

Q And up at the very top, it says Application for Temporary Employment Certification. Do you see that?

A Yes.

Q That's why I call it a TEC, is the Temporary Employment Certification part.

A Oh, I see. Right, right.

Q But I can call it anything that -- that -- that makes it easier for you to understand what I'm working with. I don't need to, but I use government speak.

A Yeah. I only know what -- how Jim Judkins refers to the paperwork. And I'm looking at this. Maybe he says 9142. I don't know.

Q If I refer to it as the 9142, is that better?

A No, I think we're fine. I don't think either one is going to -- you know, I think I've got a basic idea of what we're talking about with both now.

Q And you, just so we're clear, you don't recall signing more than one 9142?

A That's correct, I don't recall doing that.

Q For the 2019 season, that was filed in 2018?

A Correct.

Q And do you know whether the occupation title of the 2018 9142 that you submitted was for amusement and recreation attendants?

A I do not know that, but I'm -- I do not know that.

Q Do you recall what it was?

A Well, that's what I'm saying. I don't know, you know. I'm going to guess it's the same because everything looked the same. But I wasn't looking for anything different. Or, I wasn't aware that he had done anything different. I just don't know.

Q But your practices haven't changed from the 2018 9142 that you submitted, from the 9142 that you submitted for the 2013 season?

A I'm not really sure.

Q Okay. Are you aware that one of the factors in what Ms. Aguilar cited as the mitigating factors for the

civil monetary penalties is the Employer's assurance of future compliance?

A Well, I'm kind of waiting for the outcome on this to see what I can and can not do, because I feel like there was -- I didn't feel like we didn't do anything wrong, because I didn't see any rules that said we were doing something wrong.

So depending on how the judge rules, then I'll know how to go forward. But I can tell you 100 percent I'm going to follow the regulations as they're spelled out.

Q Calling your attention to Exhibit 19 of the Administrator's Exhibits -- oh, I'm sorry -- of the Respondent's Exhibits, because it's a number, not a letter.

A Okay.

Q And you see that this is a letter from the U.S. Department of Labor directed to you dated February 6, 2018?

A Yes.

Q Do you recall seeing this letter?

A Yeah, I think so. Yes.

Q Do you see in the second paragraph towards the end of the paragraph, the letter states in part -- well, actually that whole paragraph says, "An investigation conducted by this office of Butler Amusements, Inc. covering the period from February 1, 2013 to April 24, 2013 disclosed that Butler Amusements committed the following violations." And then it

goes on. Do you see that?

A I see that.

Q Okay. And is it your testimony today that you were waiting for a court order that that determination by the U.S. Department of Labor did not alter any of your business practices?

A Okay. I'm reading this right here. And I guess what I'm trying to say is that if -- if this was right, why are we here? I thought we were here to determine who's right, or how to interpret all this.

So I'm waiting to find the ruling on the interpretation of this rule, non rules, or whatever these violations. I'm trying to get to the bottom of it so I can make a decision on how we're going to run our business. It doesn't seem unreasonable to me.

Q So it's correct then, what I said.

A And what did you say again, please.

Q I said isn't it true that your business practices haven't changed, notwithstanding a determination by the U.S. Department of Labor that your company is in violation.

A Well, I'm not going to say we're in violation because I don't believe that. But I would say that we're waiting, yeah. My answer is we are waiting for the judge's ruling.

Q And your business practices haven't changed.

Right?

A I'm not really prepared to say that because I'm not really sure what we've done, what changes we've made, and what this actual -- what this thing is accusing us of.

Q But there has been no change in your business practices since you received this letter. Correct?

A I can't -- oh, since I received this letter?

Q Right.

A February 6th, 2018? No, I would say that we have not made a change since then.

Q Calling your attention to the Respondent's Exhibit Number 76?

A Okay.

Q And I'm on page 46.

A Okay.

Q And you were going over this on your Direct Testimony, Mr. Brajevich. You were in the third column, and these are the -- I referred to this before, and I got off track. These are the mitigating factors that you heard testimony about yesterday for the assessment of the civil monetary penalties?

A Correct.

Q Okay. And over in the far right hand column, there are seven different paragraphs. Right?

A Okay.

Q Mr. Pierce stopped at number five. And so I want to actually pick it up there, because I think that's important. One of the factors that the U.S. Department of Labor considers when assessing, both recommending, determining and assessing the civil monetary penalties is the Employer's explanation of the violation or violations. Do you see that?

A I do.

Q Okay. And if I understand your testimony correctly, that you believe that Butler Amusements is not in violation here, that you're waiting for a judge to tell you that you were in violation, but you don't accept any violations as we sit here right now today. Correct?

A Well, I have not seen any rule that said I'm in violation. I've heard that I'm accused of it. But I can't find it in a book.

Q So it's correct then, that I'm understanding --

A Yes, you're correct.

Q -- your testimony correctly.

A You're correct.

Q That you do not admit to any violations?

A At this -- yeah, I don't admit that we did anything.

Q Okay. Number six is the Employer's commitment to future compliance. Do you see that?

A Yes.

Q And would you agree with me that if you are not changing your practices, you are not changing anything as a result?

A No, I'm not going to agree to that, because this says the Employer's commitment to future compliance, and I will comply.

JUDGE CLARK: Mr. Brajevich, I appreciate that. But you didn't let her give the full answer -- I mean full question.

THE WITNESS: Oh, I'm sorry.

MS. GORMAN: I have not asked my question, sir.

THE WITNESS: I'm sorry.

BY MS. GORMAN:

Q Would you agree with me that I understand your testimony to be that you are not changing any of your business practices as a result of the case that brought us here today?

A No, that's not what I'm testifying. I'm testifying that I - unless the judge tells me that I did something wrong, I can't find I did anything wrong anywhere.

Q And you're not changing anything, right, until the judge tells you you're wrong? Correct? Your business isn't changing in any way?

A Well, I would say that I'm waiting for the judge's

ruling, yes.

Q And so no change is being made until you get the judge's ruling. Right?

A That's right.

Q Okay. Number seven is the extent to which the Employer achieved a financial gain, due to the violation, or the potential financial loss of the Employer's workers. Do you see that?

A Yes, I do.

Q Okay. And I believe you testified on Direct Examination that the H-2B program is, quote, crucial, end quote, to the operation of Butler's business. Right?

A That's right.

Q Thank you. During your Direct Testimony, Mr. Brajevich, you testified that you -- that Mr. Judkins is the most knowledgeable in the H-2B system?

A That I'm aware of, yes.

Q That you're aware of. He is the best source of information about the H-2B program that you're aware of?

A For me, correct.

Q For you, absolutely. And that he is recognized for his expertise, do you remember that?

A I do.

Q Okay. Would it surprise you to know that Mr. Judkins has expressed hostility to the way that the U.S.

Department of Labor enforces the H-2B program?

A Would I be surprised?

Q Yes.

A Well, I would be surprised.

MS. GORMAN: Thank you. Your Honor, if I may approach with a rebuttal document?

JUDGE CLARK: Will you show it to Mr. Pierce first? But yes, you may. Thank you. Are you going to ask to have this marked?

MS. GORMAN: I am.

JUDGE CLARK: I will mark this as your next in order, which is R, Administrator's Exhibit R. You've already marked it, thank you.

(Administrator's Exhibit No. R was marked for identification.)

MS. GORMAN: And Mr. Brajevich, I've handed you a document.

MR. PIERCE: Your Honor, can I have a moment? This is a 29-page affidavit, and it has not been part of the case until 20 seconds ago. Can I look at this?

JUDGE CLARK: Yes. We will go off the record briefly while you have a chance to review it.

(Off the record.)

JUDGE CLARK: Back on the record. Ms. Gorman.

BY MS. GORMAN:

Q Mr. Brajevich, I have handed you a document. That is an in-court statement in the form of a declaration made by Mr. Judkins in a completely unrelated case in 2011.

A Okay.

Q But the statement was made in federal court.

A Okay.

Q There are rules that lawyers follow about evidence that is made either in court and out of court. And this is an in-court statement, so just in case you're not familiar with those rules.

I'd like to call your attention to page 22 of this document. And on paragraph (a) which is kind of in the top-ish middle of the page --

A I see it.

Q -- right, the end -- the end of number (a) says, quote, "It was obvious that the DOL had blinders on, was acting on a political agenda, and had abdicated its responsibility to effectively manage the H-2B program, as mandated by Congress, to balance employers' needs, and protection of U.S. workers who are similarly employed. DOL had become a rogue agency steam rolling over the business community the rule of law, and the intent of Congress," end quote. Do you see that?

A I do.

Q Did you ever discuss that with Mr. Judkins?

A No.

Q Did you ever discuss his animosity towards the U.S. Department of Labor in enforcement actions of the H-2B program?

A No.

MR. PIERCE: Objection to the characterization.

JUDGE CLARK: Overruled. And his answer was no.

MS. GORMAN: Thank you. I have nothing further.

JUDGE CLARK: Mr. Pierce.

MR. PIERCE: Yes, thank you.

REDIRECT EXAMINATION

BY MR. PIERCE:

Q Mr. Brajevich, the views expressed on page 22 of Exhibit R, are you aware that they were shared by quite a few people at that point in the regulatory history of the H-2B program?

A Is this the one we were just on?

Q Yes.

A Is this the quote we just read?

Q Yes.

A Am I aware of what?

Q Are you aware that many people shared the views that are expressed in the quote on page 22 of Exhibit R?

A I know that there are people that are frustrated with the rule makers.

Q Let's go back and pick up the workers. Is it true that some of your H-2B workers are entrepreneurial? They come here, they work, they buy things. They take them home and resale them, and actually make money?

A Absolutely.

Q Is it true that, in the old days, before bunk houses started being used, housing was handled pretty differently, wasn't it?

A Yes, it was.

MS. GORMAN: Objection. Vague as to old days.

JUDGE CLARK: Clarify that for me, please, if you would, Mr. Pierce.

BY MS. GORMAN:

Q Was there a period when bunk houses started becoming common practice?

A Bunk house really came in when the H-2B system was introduced to the outdoor amusement industry. We started buying bunk houses.

Q Meaning 20 years ago?

A Roughly, yeah, 20 years ago would be a good time.

Q Before bunk houses came, how was housing handled before bunk houses became a much more common practice?

A Right. Back before we got into the bunk housing, it was really just people had a back pack and a sleeping bag. And if somebody had a car, they might sleep in a car. But

most people slept in a sleeping bag.

Either, if they worked in a game, they would sleep in the game, and then roll it up. Then they didn't have access to that the rest of the day.

Or, they might set up a tent, or they might sleep underneath a ride. But once the ride is open and operating, that's when you can't go near the ride in that capacity. So the people sleep wherever they could.

As an example, for myself, I started driving a truck right away because it gave me a place to stay. That was the best thing I did, is I had a place to stay.

Q And now, in Exhibit 34, you were asked a series of questions about the calculation for the relocation costs. And my question for you is do you really know what Steve Nittler was trying to capture in Exhibit 34?

A Well, I'm not there. But do I know what his intent was?

Q Yeah. Do you know the specific type -- you were asked questions about departure dates, and did these guys quit two months early. Do you even know what he was trying to capture there?

A No, not really -- oh, on the credit card receipt thing? No, I do not.

Q And you were also asked questions about whether or not you benefitted from having workers around in the area.

Have you ever once had the need to have an emergency call, and have workers come work at 3:00 in the morning?

A No.

Q Would you even have a way? You said earlier that once they go off the shift and they disappear in the crowd, you can't find them.

Would you even have a way to put them on call, and bring them back at the drop of a hat?

A No. We do not. We do not collect cellphone numbers, and they do not carry radios. When they leave their job, they leave when they're off.

But just, when they walk off the ride, they're just part of the crowd. I don't know what they're doing. Then they just show up to work the next shift, the next hour, the next two hours, whatever.

Q And that's the way the whole industry is?

A Absolutely true.

JUDGE CLARK: Ms. Gorman, anything further?

MS. GORMAN: Sure, just super quickly.

RECROSS-EXAMINATION

BY MS. GORMAN:

Q You don't keep in touch with your workers after they -- after they work for you for a season. Correct?

A No.

Q So you don't really know if they are

entrepreneurial when they return home. Right?

A Well, I here stories because you know what some of them did. For example, this has been a few years now. But they could find in Washington state where I'm at, they could buy used vehicles up there. And then they would want to buy them, return them, and then sell them for taxi cabs and stuff back in Mexico. They were doing that, and they were doing pretty good.

But what happened on that -- and I haven't heard that lately. But I do know that once some people in Mexico found out that these guys were coming back into the country at this time of the year, they were -- you know, it was a big problem. They were being robbed. They'd steal the car, too. You know, so that kind of squashed that part of it. But no, they acquire things throughout the year.

Q You don't have any first hand knowledge of that, though. You just hear stories from other folks. Right?

A Well, from them, too. But I haven't seen them actually make the purchase. But I've seen the car, you know, that type of thing.

MS. GORMAN: Nothing further.

JUDGE CLARK: No further questions. You're done. Thank you so much for your time. You're free to step down.

(Witness excused.)

JUDGE CLARK: Anything further on behalf of the

Respondents?

MR. PIERCE: We want to clarify something.

JUDGE CLARK: Okay.

MR. PIERCE: I want to fill in what I regard as a gap in the rules of procedure. It doesn't specifically talk about motions for judgment, for example.

But the federal rules do, and they are sort of incorporated. I just want to verify that the closing brief will be regarded effectively as a motion for judgment, that I'm not losing anything by not making a motion for judgment.

JUDGE CLARK: Correct. And if you characterize it that way, that's correct. I will consider everything in your brief when I consider all the facts of the case, and address all your arguments.

So if you make all your argument, such as Latches, for instance, which I think you had reserved at some point, and think you might want to make again, I will consider all those arguments in your brief.

MR. PIERCE: I just wanted to make sure I wasn't waiving anything. But otherwise, I'll regard it that we have rested.

JUDGE CLARK: Anything further on behalf of the Administrator?

MS. GORMAN: Yes, Your Honor. We move to admit Exhibit R-1.

JUDGE CLARK: Any objection to R-1? Did you say no?

MR. PIERCE: I said, "Eh."

JUDGE CLARK: "Eh," I see. So you want the whole exhibit, and not just page 22?

MS. GORMAN: I would be fine with the first page and 22. But I wanted to give -- I may want to refer to context. That's a possibility.

And I think that the -- the statements for which I am offering it are benefitted by the context of the declaration that he has given here.

JUDGE CLARK: The whole declaration, not page one and page 22.

MS. GORMAN: Correct, correct.

JUDGE CLARK: Mr. Pierce?

MR. PIERCE: Your Honor, I don't think this is worth fighting about. This is my case. And when I asked if there were a lot of us that shared these views, there were a lot of us who shared these views. But if she wants it admitted, I'm not going to object.

JUDGE CLARK: Then Exhibit R is admitted into the record for rebuttal purposes.

(Administrator's Exhibit No. R was received in evidence.)

MS. GORMAN: Thank you.

JUDGE CLARK: Anything else on behalf of the Administrator?

MS. GORMAN: I have another copy that I did not include in my exhibits. Those are in here.

JUDGE CLARK: I have it.

MS. GORMAN: You have it, excellent, thank you. No, nothing further, thank you.

JUDGE CLARK: Okay. Then we have come to the conclusion of the evidentiary portion of the case. I'm sorry, Mr. Pierce?

MR. PIERCE: I just wanted to ask if you're going to cover it now or in a subsequent order, the briefing schedule.

JUDGE CLARK: We are going to go off the record and we're talk about our closing procedures. Then we'll go back on the record.

So we have reached the conclusion of the case. We are going to go off the record, and discuss with counsel just the closing procedures and briefing schedules. Then we'll go back on the record, and conclude. So we're off the record.

(Off the record.)

JUDGE CLARK: We are back on the record. I have talked with the counsel about closing procedures. We have agreed to submit written closing briefs postmarked no later than July 9th, 2019.

Don't fax it to this office.

There is a 30-page page limit on the briefs. Don't feel the need to use the full 30 pages. That's caption, two signature lines, standard legal writing, standard legal type.

They are simultaneous briefs, just postmarked, and I'll receive them in due course. And I'll make them a part of the record, and consider them.

No reply briefs at this point.

Then we did briefly talk about the regulation at 29 CFR 503.50(a), which talks a decision within 60 days of completing the hearing, or closing the record. And because we're going beyond 60 days, we're already waiving that requirement. Any objection to that, Mr. Pierce?

MR. PIERCE: No.

JUDGE CLARK: And Ms. Gorman?

MS. GORMAN: No.

JUDGE CLARK: And I think -- let's see, the FOIA exemption, I'll be issuing an order regarding Exhibit 20 and 21. And Mr. Pierce had indicated that he is seeking to seal the testimony of Mr. Nittler regarding those two exhibits. Correct, Mr. Nittler? I'm sorry. Correct, Mr. Pierce?

MR. PIERCE: That is correct.

JUDGE CLARK: Okay. And any objection, Ms. Gorman?

MS. GORMAN: No.

JUDGE CLARK: Then I will process that order, as

well, as part of the FOIA order for the sealing of those two exhibits.

Bathroom keys accounted for? They are.

And I think that takes care of it. Anything further for the record today, Ms. Gorman?

MS. GORMAN: No, Your Honor.

JUDGE CLARK: And Mr. Pierce?

MR. PIERCE: No.

JUDGE CLARK: Thank you all for your time. And we are off the record.

(Whereupon, the proceedings concluded at 1:03 o'clock p.m.)

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REPORTER'S CERTIFICATE

TITLE: BUTLER AMUSEMENTS, INC., AND MICHAEL BRAJEVICH

CASE NUMBER: 2018-TNE-00019

DATE: MAY 9, 2019

LOCATION: SAN FRANCISCO, CALIFORNIA

This is to certify that the attached proceedings before the United States Department of Labor, were held according to the record and that this is the original, complete, true and accurate transcript which has been compared to the reporting or recording accomplished at the hearing.

William Ryherd — June 25, 2019

SIGNATURE OF REPORTER — DATE

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES

In the Matter of:	*	
ADMINISTRATOR,	*	
WAGE & HOUR DIVISION		**Case No.:** 2018-TNE-00019
Plaintiff	*	
		WHD Reference #: 1689932
v.	*	
BUTLER AMUSEMENTS, INC., and	*	
MICHAEL BRAJEVICH		
Respondents	*	

* * * * * * * * * * * * * *

RESPONDENTS' TRIAL EXHIBITS No. 1-25 & 27-106

(Judge Clark)

Job Details

Occupational Catagory: **Personal Care and Service Occupations**

Amusement and Recreation Attendants

WorkSource Job Number: **WS413925495**
Listed By: **Butler Amusements** on **Oct 18, 2012**
Last Modified on: **Oct 18, 2012**
Closes on: **Oct 28, 2012**

Description

CARNIVAL AMUSEMENT & RECREATION ATTENDANTS wanted for Butler Amusements, 250 temporary positions open from 1-Feb-13 through 31-Oct-13. Job involves: Perform variety of attending duties at amusement facility (traveling carnival). Set-up, tear-down, operate amusement rides, food concessions and/or games. Post-employment random drug testing and background checks may be required. Travel with the Carnival is required.
No training or experience is required. Equal Opportunity, FLSA (13)(a)(3) exempt employer not subject to Federal hourly wage, overtime or recordkeeping requirements. No overtime expected. Overtime, if any, calculated and paid as per applicable regulations.
The work schedule varies widely, typically 40 Hrs/Wk Wed-Sun, 1:00PM to 10:00PM. The employer will pay the weekly salary for each week that the worker is employed.
Employer will pay the applicable variable prevailing weekly wage for each location starting in Yakima, WA and traveling to various locations in WA, CA, AZ, NV, OR & ID ranging from $323.60/wk (lowest) to $368.40/wk (highest): $347.88 Average Weekly Wage.
Employer certifies that if there are changes in work locations, employer will obtain applicable prevailing wage for work location and pay such wage.
Merit increases and/or bonuses may be awarded at employer discretion.
Employer makes available mobile housing valued at $125.00 /week.
Employer makes available transportation from venue to venue and scheduled transportation to laundry, shopping valued at $25.00 / week.
Send resume to Attn: Sally Shaffer, Butler Amusements, PO box 2210 Fairfield, CA 94533, or fax to 707-429-4787. Please include complete contact information in your submission.
H2b job posting.

Job Location(s)

Location:	City:	State:	Zip Code:	Number of Openings:
Yakima	YAKIMA	WA	98901	250

Other Information

Butler's Exh. 1 p. 001 Butler 01236

Minimum Pay: $8.09
Maximum Pay: $9.21
Pay Unit: Hour
Educational Requirement: No Educational Requirement

Duration: Full Time, Over 150 Days
Minimum hours per week: 40
Maximum hours per week: 40

Entry Level: No

This job has been viewed **2** time(s).

Return to Manage Jobs | Printable Version

How To Apply

NOTE: You must be logged in to use the Prospects Folder.

Or, if you prefer not to apply online, you may send your résumé to the employer using the information shown below. Be sure to include the Employer Job Number and your contact information.

Employer Job Number:

Butler Amusements
PO Box 2210
Fairfield, CA 94533

Contact Name: Sally Shaffer
Fax: (707) 429-4787
Email: sallybshaffer@yahoo.com

Apts Unfurnished

LAKE Aspen

One & Two Bdrms
- Exercise Room
- Volleyball Court
- Private Lake
- Patio/Balcony
- Laundry Facilities
- Swimming Pools

**No Pets

(509)248-5351
1800 River Road
Office Hours
Monday - Thursday
8 am to 5 pm
Friday 8 am to 4 pm

www.lakeaspen apartments.com

Price red.! 2br/1.5 ba, wsg pd. No pets. $675mo $200dep. 248-4786

Quail Ridge Apartments
1, 2 & 3 Bdrm Apts!
- **Central Heat/AC**
- **Pool**
- **Pets OK**

Rent: $500 - $750

TWO LOCATIONS!

1500 W. Mead Ave.
1405 S. 18th Ave.

Call for Availability
509-248-1562
Se Habla Espanol
509-728-7241

N. 5th Ave 2br, AC, wsg pd, coin-op. $510 ADPM 452-3848

Selah Park & Park Village Apts. are taking applications for 1 & 2BR apts. Starting at $562-$595mo. Income limits apply. Pickup apps at 554 S. 5th St., Selah or call (509)697-9830

This cute 1 bd room upstairs apt on a W/S estate has a view. Non smoking; no pets. Wtr/G pd. $450. 248-1838

N. 2nd St 2br1ba, appl, elec ht, ac, wsg pd, $525 ADPM 452-3848

Looking for... Classified has it! 452-7355

Value You Desire, Quality You Deserve.

Starting at $665

Tranquil Park Setting Offering 1, 2 & 3 Bedroom Apt. Homes

- *Pet Friendly
- *W/S/G Paid
- *Conveniently Located
- *Beautiful Park Area
- *Reserved Covered Parking Available
- *W/D hook ups available

GLENMOOR GREEN APTS
4602 Tieton Drive
(509) 966-1567
9am to 6pm Mon-Sat

Certain requirements apply to promotional offers

Apts Unfurnished

Viola, Viola II & Spruce St 1121 E. Viola 2, 3 & 4 BRs. Preference Given to Agricultural Workers. 509-426-2139

$200 off! Lincoln Ave TH 2br1.5ba, elec ht, wsg pd, $700 ADPM 452-3848

Houses Unfurnished

3 bdrm, 2 bath, 2 car gar, in W. Valley. 1004 S. 89th Ave. #2 $1100/$500. RCH Inv., 966-6161

4-yr-old WV 3bd/2ba $1295/mo, $800/dep. ss appl, 2 car gar., fen. yd call Leslie @ 480-0747

4br/3ba, 2400sq.ft., inground pool, possible lease option. $1650+dep. (503)410-6391

Brand new 3 BR, 2 bath, all appls, central air, 2 car gar, professionally landscaped, no pets, great Westside neighborhood, $1,150/$750. 945-3006; 952-9762

Hanraty Dr 3br2ba, appl, elec ht, ac, wd hkup, $895 ADPM 452-3848

Cute 4 bdrm, 2 bath home located in nice Selah neighborhood. Possible rent to own contract. $1,200 mo., $800 dep. Call 406-498-1068

702 Beacon $1500/mon Spacious Terrace Heights Hm. HomeSource 452-2720

Douglas Dr. 3br, 2ba, gar AC, gas, auto sprinks, fenced $1,295. 966-5090

Fruit stand w/living qrts, near Naches on Hwy. 12, 5br/3ba, $1400/mo w/dep. Call Bill 930-5835

N. 42nd Ave lrg 3br1.5ba, gas ht, ac, wd inc. garage. $1300 ADPM 452-3848

Rent to own in Yakima 55+ court. Remodeled, 3br/2ba single wide w/ tipout, forced air, covered patio, underground sprinklers. Dishwasher, washer, dryer included. Water/sewer/garbage & lot rent pd. $750+dep. 697-6763

Terrace Hgts, very clean 3br/1ba, full bsmt. Cent Ht & AC, 2 carport. $875/$450. 952-7572

Tieton Dr., country setting, quiet area, 3 br, den, 2 ba, central heat & air, fridge, dishwasher, carport. No pets/smk. $985, 1st, last, $500 deposit. 965-3233 or 969-0760 before 9pm.

Union Gap, darling 2bd, carport, strg, sml yard. w/s/g pd. $695 965-6977

Very clean 2br YVC area, appls, a/c, wd hkup, crprt, no pets $575. 575-8523

W.V. 707 S 68th Ave, nice nhd. 3br/2ba, 2-car gar, no smk/pet. $900/$900 dep, 1yr. lease. 965-6482

21st Ave 3br1ba, appl, gas ht, wd hkup, carport, fpl. $950 ADPM 452-3848

West side, large 2bd, fenced yard, w/s/g pd. $1,000/mo. Call 952-1616

Westside 2bd, 1ba, immaculate, park like setting, dead end street, bsmnt, 2 car carport, wsg pd, no pets. $500 dep. $875/mo. 965-5959

WV 3BR, FR, Wd stove Appls.gar+carpt.Fen yd, Cpt,drps $875+. 678-0305

3501 Summitview $1300 2-story home w/yard! HomeSource 452-2720

Duplexes Unfurnished

bath, $400/$300 1, fncd yd, no pets, 4th Ave. 966-7815

126 N. 18th Ave. 2br/1ba, gas furnace, no pets. $600/$500. 910-0600

1br in 4plex 1529 Garfield-Yak. No smk/pets $400/$200. 945-5225

2 bd, 65th Ave. wsg pd $675, carport, coin-op 949-2525, 966-3099

3br, 2 ba, cathedral ceilings, cent. ht/air, gar., no pets. $920/$500dep. 815 Jamie Dr. 728-2246

S. 17th 2br, elec ht, ac, wd hkp, wsg pd, gar, $725 ADPM 452-3848

CANTERWOOD
S. 16th Ave. & Perry Loop
Quiet private neighborhood, 2 br, 2 ba, gar, elec heat/AC, WD hkup, all kit. appls, patio, UG sprinks, yd service, snow removal, no pets/smk. $775/$600 dep. 952-3962

37th & Englewood 2br/2ba dbl gar, wsg pd, elec ht, wd incl. $850 ADPM 452-3848

WV 2br/2ba dbl gar, cath. ceiling, gas ht, ac, wd/hk $895 ADPM 452-3848

S. 50th, 4-plx, 2br, 1ba, appl, new crpt, w/s/g pd. $695 ADPM 452-3848

Largest in town 2Br, 1Ba, wsg pd, w/d incl, busline, no pets, $535. 965-6977

20th Ave 2br1ba, appl, ht, ac, wd inc, carport. $695 ADPM 452-3848

2&3 Bdrm units West Yakima $895-$1100/mo HomeSource 452-2720

TH, 2br, gar., gas ht, A/C, fplc-on frplc, vltd ceiling! No pets. $795. 952-9631

Very nice remodeled 2br, sm yd, WD hkup, 1605 S. 3rd Ave. $595. 302-3824

S. 48th Ave, 2 br, 1 bath, appl, fenced yd, garage $775 ADPM 452-3848

WSide 2br, v/clean quiet cmplx, new appl, enrgy eff, w/d hkup, $560. 966-0477

WV spacious 3br, 2 ba, CA/gas ht, lawn care, $975/$500. 930-5499

Selah private lane; NEW 3-p, 2br, 2ba, elec ht, wsg pd, dbl gar, $975 ADPM 452-3848

WV 3br/2ba, appl, elec ht, ac, wd hkup, gar. $850 ADPM 452-3848

Townhomes/Condos

Selah 2 BR condo, 2.5 ba, 2 car garage, $900 mo, $500 dep. Call RCH Investments, 966-6161

Mobile Homes

3 bdrm, 2 bath, gated community, AC, 3005 Castlevale Rd #15, $795/$700. 945-0589

Rooms/Room & Board

Female to share with female a spacious new duplex, $550 includes everything. 469-0579

Storage Space

#1 BIG STORAGE SALE 10x20 unit, $65/mo, till January 1st. 453-2931

420 S. 76th Ave. Various sizes from 6x6 to 12x30. (509) 248-6517

Affordable prices! 10x30 for $110, 10x20 for $70. Advanced Secure Storage. Call 453-1745.

VIKING STORAGE-Selah 408 S 1st St - All sizes 697-4874 grafinv.com

Office/Building Rentals

Ideal start-up office for medical & related business, will finish to tenant needs. Exc. exposure, priced well below mkt. Jerry, 952-1616 anytime.

Westside close-in, 1,800 sq. ft. Will finish to your needs. Secure. Below market price. Please call 952-1616 anytime

Other Rentals

Board your horse & room for your 5th-whl. $500mo. 945-9868.

Looking For... Classified has it! 452-7355

FINANCE

Financial Services

Ever Consider a Reverse Mortgage? At least 62 years old? Stay in your home & increase cash flow! Safe & Effective! Call Now for your FREE DVD! Call Now 888-785-5938. (PNDC)

GET FREE OF CREDIT CARD DEBT NOW! Cut payments by up to half. Stop creditors from calling. 866-775-9621. (PNDC)

Money To Lend

Private Money Available Construction & Business Loans 509-961-9166

EMPLOYMENT

Employment

Administrative

ADMINISTRATIVE DIRECTOR/DISTRICT SECRETARY

SPOKANE COUNTY FIRE DISTRICT 10 seeks a highly qualified admin team member. Ideal candidate is experienced in accounting, payroll, and local government practices, skilled in a variety of computer applications, flexible, able to multi-task, with excellent writing and data entry skills. Salary range: $45,000-$50,000 + excellent benefits. Application packets are available during business hours at the District Office, 929 S Garfield Rd, Airway Heights WA, or at www.scfd10.org. Completed applications must be received at the District Office by 5pm on Oct. 26.

Agriculture
Experienced orchard equipment operator. Sprayer experience required. Send resume to: PO Box 1869, Zillah, WA 98953

Employment

Agriculture
If you're ready to take your orchard management skills to the next level, we're looking for you. If you think you can handle 300 acres of apples and cherries in southeastern Washington, you will have these attributes: Managerial experience, bilingual preferred, and the ability to keep accurate computer records; the talent to supervise all farming operations, orchard renewal and development, record keeping and payroll; a current applicators license. This position comes with a full benefit package, company pickup, medical, dental, vision, 401k, vacation. All applicants must pass a pre-employment drug test. Send resume and salary requirement to: CM258 Yakima Herald-Republic P.O. Box 9668, Yakima, WA 98909

Auto Tech
Qualified Body Tech.
Well established shop, should have knowledge of frame & panel replacement, must have own tools, 4 yrs. or more exp. (I-car a plus.) Valid driver's lic. Benefits incl. medical, dental, pd. vacation, 401k. Pay DOE. Email resume to: autobody@drivevalley.com or call (509)575-0883

Automotive Technicians
Expanding Automotive Dealership has immediate openings for Trained and certified technicians with at least 3 years' experience. Very competitive wage as well as a great benefit package. Apply in person to Mid Valley Chrysler Jeep and Dodge located at 501 E. Stover Rd. Grandview, WA 509-882-5005

Looking for... Classified has it! 452-7355

Banking

SOLARITY CREDIT UNION

Solarity Credit Union is hiring for a Mortgage Loan Officer. High school graduate or equivalent required. One to two years of loan origination experience required. Experience in mortgage lending. Non-recoverable base pay with incentive. We offer a professional work environment with an excellent benefits package. Visit solaritycu.org for more information and application instructions.

Caregiver
NAC/NAR for Adult Family Home. Fri-Mon, 3:30pm-8:30pm. Call Debby (509) 388-5692

Cashier
7-11 in Terrace Heights seeks cashier, FT, flexible hours. Must be able to lift 5 gal., pass background check & have cashier exp. Pick up application at Terrace Heights 7-11 3908 Terrace Hts. Dr.

Customer Service
Pingrey Ford looking for an experienced service writer.
Inquire within:
102 W. Naches Ave, Selah, WA

Deli
Wait person FT, exc. hrs., contact Dick, 415 W. Walnut, 2:30-4 Mon-Fri.

Employment

Driver
Long well established company seeking Full Time Yakima based CDL Truck Driver. All stops are regional route based deliveries throughout the Pacific Northwest, Montana, Idaho, British Columbia, Alberta and Saskatchewan. Pay is up to $15.71 /hr with OT paid for 40+ hours. Position may require 1-4 nights/week out of town (home most every weekend) and the ability to travel into/out of Canada (valid passport or ability to get one). Fluent in English including reading and writing preferred. Benefits Include: Medical, Dental, Vision, Paid Holidays, Paid Vacation and 401-K. Please email resume to: truckdriver@alexmo.com

Driver
FBT Long Lasley Trucking Inc.
Looking for Regional Drivers WA, OR, MT. Also need drivers to run reefers from Yakima, WA to Midwest & East Coast. I-90 & I-94. Teams & solos welcome. Call Connie today. 800-537-9599, ext. 106 www.bltinsky.com

Driver
OTR Drivers with Class A CDL and Experience
Join an Industry Leader!
$1500 Sign On, Great Pay, Full Benefits, and Achievable Bonuses
Call us at:
1-800-973-9161 or go to www.heyl.net

DRIVERS
OTR drivers, home regularly, Medical, 401K and paid vacation. Run Western and Midwest States. 2 years OTR exp, tanker endorsement required. Food grade products. Call Idaho Milk Transport, Inc. 509-453-6514

Drivers
WE PAY TOP DOLLAR FOR DRIVERS
Top Petroleum Distributor is hiring Driver's. $18-$20/hour load rates DOE. Medical, Dental & Vision Insurance. Paid 401k. Uniforms provided. 60-70 hours week guaranteed. Top Quality equipment
Requirements:
CDL Class A Doubles, Tanker, Hazmat, & TWIC Apply: 1 E. "I" St., Yakima. 509-453-3147

Education
Granger School District No. 204 is currently accepting applications for
High School Boys Basketball
C Squad Coach
Deadline for application: September 23, 2012
Applications available at district office. (509) 854-1515 EOE

Looking For... Classified has it! 452-7355

Education
Oakridge Elem. is looking for a Spanish Teacher, 2 days a week for 1 hr. Fax resume to 966-3618

Employment

Education
HEP Instructor
Full-Time
Track Facul[illegible]ition
Available: Jan. 2, 2013
Salary: $45,000
Closing Date: November 5, 2012
The High School Equivalency Program (HEP) Instructor is responsible for administering cultural relevant English/Spanish GED preparation instruction and materials to all migrant/seasonal farm worker students in the HEP Program. The HEP Instructor leads, develops and coordinates student curriculum and assessment and as the only full-time instructor in the HEP Program provides academic and career advising in order to enhance the success of students in the program. The HEP Instructor reports to the HEP Director and is also under the general supervision of the Assistant Dean for Basic Skills. To see the position description and/or apply, please visit our website at:
http://www.columbiabasin.edu/index.aspx?page=205
or call (509) 542-4833.
CBC is an EEO/AA Employer. Protected groups are encouraged to apply.
Columbia Basin College Human Resources
2600 N. 20th Ave
Pasco, WA 99301

Looking for... Classified has it! 452-7355

EDUCATION
TOPPENISH SCHOOL DISTRICT
Graduation Specialist
EAGLE High School
Until End of the School Year Only
For complete job announcement go to: www.toppenish.wednet.edu or 306 Bolin Drive, Toppenish WA (509) 865-4455 EOE

Electrician
VanDoren Sales, manufacturer of fruit handling machinery, is accepting applications for a FT Journeyman Electrician at our Wenatchee plant. Candidates should be proficient in power & control wiring, & experienced in control system troubleshooting. Mechanical bkgnd is also a plus. Excellent pay & benefit pkg avail. No phone calls please. Send resume to: VanDoren Sales H.R. Dept. P.O. Box 1746 Wenatchee, WA 98807

General
Hard worker? Dependable? Honest and caring? Housekeeping skills? Full Time, Mon-Fri, apply in person, Ponderosa, 3300 Englewood Ave. Yakima

Find your dream home, in today's Yakima Herald-Republic CLASSIFIEDS

General
Looking for exp. pruner, leaf cleanup, yard person. Exp. only apply. 949-5059

General
Looking for PT glazier. Must have valid DL. Call Yakima Glass, 452-8507

Employment

General
CARNIVAL AMUSEMENT & RECREATION ATTENDANTS wanted for Butler Amusements. 250 temporary positions open from 1-Feb-13 through 31-Oct-13. Job involves: Perform variety of attending duties at amusement facility (traveling carnival); Set-up, tear-down, operate amusement rides, food concessions and/or games. Post-employment random drug testing and background checks may be required. Travel with the Carnival is required. No training or experience is required. Equal Opportunity. FLSA (13)(a)(3) exempt employer not subject to Federal hourly wage, overtime or record-keeping requirements. No overtime expected. Overtime, if any, calculated and paid as per applicable regulations. The work schedule varies widely, typically 40 Hrs/Wk Wed-Sun, 1:00PM to 10:00PM. The employer will pay the weekly salary for each week that the worker is employed. Employer will pay the applicable variable prevailing weekly wage for each location starting in Yakima, WA and traveling to various locations in WA, CA, AZ, NV, OR & ID ranging from $323.60/wk (lowest) to $368.40/wk (highest); $347.88 Average Weekly Wage. Employer certifies that if there are changes in work locations, employer will obtain applicable prevailing wage for work location and pay such wage. Merit increases and/or bonuses may be awarded at employer discretion. Employer makes available mobile housing valued at $125.00 / week. Employer makes available transportation from venue to venue and scheduled transportation to laundry, shopping valued at $25.00 / week. Send resume to Attn: Sally Shafter, Butler Amusements, PO box 2210 Fairfield, CA 94533, or fax to 707-429-4787. Please include complete contact information in your submission.

Find your dream home, in today's Yakima Herald-Republic CLASSIFIEDS

Human Resources
KVCH
Human Resources Assistant Administrator open at our award winning hospital, Kittitas Valley Community Hospital in Ellensburg. Full-time key leadership position in HR requires Bachelors; Masters preferred, PHR desirable, five years progressive management experience in HR Administration. Apply at www.kvch.com Posting #12-134

Employment

Human Resources
HUMAN RESOURCES MANAGER
Key member of executive management team, assisting the Publisher in setting and achieving long-range mission and goals. Leads and directs all facets of the human relations and labor relations functions at the Yakima Herald-Republic, including employee benefits and safety programs. Responsible for budget administration of the human resources department and employee benefits. Must be a highly effective communicator, negotiator and conciliator. Administers labor contracts and acts as liaison between management and the labor organizations. Excellent benefits.
Submit your resume to hr@yakimaherald.com or send mail to HR Department, PO BOX 9668, Yakima, WA 98909

Yakima Herald-Republic
The Yakima Herald-Republic is an equal opportunity employer and is committed to a policy of equal employment opportunity for all persons.

Janitorial
Service seeking PT person, must have reliable transp. 10-15 hrs /wk. (509)480-0561, 697-9565

CLASSIFIED ADVERTISING SELLS! 452-7355

Legal
Legal Secretary 1 - Litigation
$2,466-$3,194/Mo
Washington State Attorney General's Office in Yakima. A litigation practice primarily dedicated to supporting cases regarding juvenile dependency, guardianship, and termination of parental rights in Yakima/Klickitat County Juvenile Courts. To apply go to www.careers.wa.gov, search for Attorney General's Office under the "Department" tab. For info call: Connie Williams at (509) 454-7638.

Legal
LITIGATION PARALEGAL: This position requires past experience managing cases in litigation including scheduling depositions, answering interrogatories, working with expert witnesses, and preparing cases for trial. Must also have strong writing skills, ability to work well as a team member, and excellent clerical, multi-tasking, and organization skills.
Mail resume to Tamaki Law, 1340 No. 16th Ave., Ste. C, Yakima, WA 98902 or send by email to Admin.Tamaki@TamakiLaw.com

Maintenance
MAINTENANCE WORKER
$13.05 per hour
There is one opening with the Yakima County Public Services Department, Solid Waste Division. Performs routine maintenance activities including the operation of maintenance and vehicle equipment and maintains the Solid Waste facilities grounds in safe and orderly condition. Experience and Training: HS Diploma or GED and 1 year facility maintenance experience. Valid Washington State Drivers License required at time of appointment. Applications must be submitted to Yakima County Human Resources Department, 128 North 2nd Street Room B27 Yakima, Washington 98901, (509) 574 2210 by 4:00 pm, Thursday October 25, 2012. EOE
www.co.yakima.wa.us

Search Local Listings at www.yakhomes.com

See these friendly faces of real estate at yakhomes.com

Alice Villasenor
ASPEN REAL ESTATE
(509)480.1122

Rich Walker
RE/MAX TRADITIONS
(509)930.2959

Judy Sinclair
COLDWELL BANKER
(509)945.6884

Candy Stump
ASPEN REAL ESTATE
(509)307.6827

Dave Smeback
CLARK JENNINGS
(509)969.0312

Cory Bemis
CREEKSIDE REALTY
(509)833.9467

Looking to Buy, Looking to Sell We Can Help!

Local agents, local listings... www.yakhomes.com

BILINGUAL SALES REPRESENTATIVE
(English/Spanish) (El Sol de Yakima)

Are you a motivated goal oriented individual looking for a rewarding career in a fast paced, fun & friendly working environment?

This is the job for you!

El Sol de Yakima, our Spanish language publication, is looking for the right person to fill a full time opening in our sales department.

Requirements:
- Bilingual/biliterate skills in English and Spanish is required.
- Prior sales experience is desired.
- Daily outbound calls
- Regular presentations and proposals to customers and prospects.
- Building and maintaining good relationships with clients and colleagues.

Compensation includes full benefit package

If this sounds like the job for you, pick up an application and job description today at:

Yakima Herald-Republic
114 N. 4th St., Yakima, WA 98901
Monday-Friday
or email resume to:
csolorzano@yakimaherald.com

El Sol Yakima

The Yakima Herald-Republic is an equal opportunity employer.

CLASSIFIED

To place an ad call...
452.7355 or 800.343.2799
fax 509.577.7766 • online yakimaherald.com/ads

PREMIERING TODAY: NEW CLASSIFIED ADS

1 BR, 1 bath, Westside, all utilities paid + cable, $500 mo. 968-5440

Powerhouse Village Apartments
EXCELLENT VALUE!!
Large 1 bdrms - $505
- *Reserved Parking*
- *AC, D/W, Disposal*
- *Patio/Balcony with Storage*
- *Heated Pool*
- *W/S/G Paid*
- *Laundry On-Site*
- *On Busline*
- *Close to Shopping*
- *No Pets*

2000 W. Lincoln
(509) 654-5600
or 654-6208

3bd, 2ba, West side, hrdwd firs, w/d hkup, gar, w/extra prkng. $800/$350 480-0624

we've got SUVs Cars TRUCKS in the Classifieds

W.V. 2 BR/1.5 BA, 1-car gar. w/opener, wd hkup. $700 month 1st/last + $375 dep. No smk/pets 961-7404

Front Office
Front office staff position. Busy physical therapy clinic is recruiting for a PT front office personnel. Duties include patient scheduling, chart filing, processing insurance benefits & other office related tasks. Candidate must be highly personable, multi tasker who enjoys a fast paced environment and is fully computer literate. Previous medical experience highly preferred. Salary DOE. Send resume with salary history to Pro-Motion Physical Therapy. 2006 W. Lincoln, Yakima 98902

Medical
Full Time RN for Nurse Family Partnership Home Visiting Program in Jefferson County, Oregon. Must be able to work independently, be comfortable making weekly home visits to low income, first time mothers. Will require travel and coordination within the tri-county area. A solid background and/or education in Public Health Nursing and Spanish speaking abilities are preferred. Salary range: $21 to $28/hr. Apply through Human Resources: http://www.co.jefferson.or.us, phone 541-325-5002.

Nursing
Caregivers, CNA exp. $15/hr. (509) 961-1586

Office
Payroll/Accounts Payable Assistant
This position is to assist the payroll clerk & the accounts payable clerk. Under general supervision, ensures compliance w/established policies & procedures as well as federal & state regulations. Maintains accurate payroll & accounts payable records, reviews data submitted by departments & data for system input. Audits transactions submitted for payment & inputs data. Skilled w/ Microsoft Office a must. Exp. w/MAS 90 is a plus. $15-$16.25 - DOE. Med, dent, vaca. 401(k). For consideration please submit your cover letter & resume to: fiscal@community-living.org

Office/Nursing

Neighborhood Health

Bilingual Case Manager
To work with pregnant/postpartum women and children in Sunnyside. BA or master's degree in Social Service related field with at least one year working in public health, crisis intervention, outreach or other social-service related field. Reply to Yakima Neighborhood Health Services, PO Box 2605 Yakima WA 98907 or to humanresources@ynhs.org Applications available at 12 South 8th Street in Yakima, at 617 Scoon Rd. in Sunnyside, or at www.ynhs.org

Restaurant
Mickey's Pub now hiring. All phases of restaurant, waitstaff, busboys, dishwashers, prep. Experience helpful, but not necessary. Health cards and server cards required. 21 & over. Apply at: 215 North 4th St., Yakima (509)248-1360

FALL BAZAAR
Selah Civic Center
Saturday,Oct. 27th
9am-3pm
OVER 40 VENDORS
Baked goods, homemade crafts, quilts, purses, jewelry, home based businesses.
Raffles every 1/2 hour
Proceeds from raffle are being donated to The Yakima Humane Society

Looking For...
Classified has it!
452-7355

BIG CHEAP SALE
at the Tree Top Store & Visitor Center on select juice and apple sauce.
204 E. Second Ave.
Selah
Proceeds benefit United Way.
Saturday 10/27
9am to 2pm

TOPPENISH LIVESTOCK COMPANY
Thursday Oct 25
11:00 am Expecting
20 mix Cow & Calfs
25 mix strs - hfrs 600-750#
40 mix strs - hfrs 300-600#
60 Angstrs - hfrs 400-600#
100 mix strs-hfrs 600-900#
400 Butcher Cows
Next special Roundup Sale Tues, Oct. 30 6:00pm
For More info or Hauling give us a call. Toppenish Livestock 509-865-2820

HERITAGE-MOULTRAY
REAL ESTATE SERVICES, LLC
WEEKLY SPOTLIGHT!
Yakima $178,500
- 1636SF w/ living space
- 4BR max full baths & 1/2
- 3 Bedrooms, 2 Baths
- Tiled roof, lg. porch
- Comm. pool & tennis crt

Rick Lind 945-0244

Wapato $109,950
- Upstairs galley
- Family LR & family room
- 3 Bedroom, 1 Bath
- Lg updated kitchen
- Partial basement

Wayne Nelson 945-6043

Naches $269,000
- 4BR, 2BA, 2568SF, RV Ac
- New roof, new ext. paint
- Updated kit & bath
- LL has huge family room
- LL has 2BR, 1BA

Amanda Decker 985-8486

Terrace Heights $178,000
- 3BR, 2BA, 1542SF
- Fenced yd, UGS
- Deck & paver patios
- Open concept
- Master BR w/ WIC, BA

Amanda Decker 985-8486

5625 Summitview 248-9400
www.heritagemoultray.com

Apts Unfurnished

2BR @ 418 S 61st Ave new vinyl & countertops garage/wd hkup/wsg pd $725 CWP 697-6700

320 N 41st Ave-Yakima 2BR $685 month/Patio WD hookup & wsg pd grafinv.com 697-4874

409 So. 10th Ave. Lg 1 bdrm, walk in closet, on-site laundry. Upstairs apt. No pets. $450/$300 (509) 248-6517

Grail Investments
410 S 1st St-Selah
M-F 8:00-5:30
509-697-4874
www.grafinv.com
Call, stop by, or scan for current rental listings!

Affordable Living
*Rents from $290
*Furnished Studios
*Controlled access.
*Some w/clawfoot tubs, kitchenettes & views!
*Free electric and gas
*Mini Storage
*On-site Management, laundry, TV room
248-2146

Beech Street Apartments
Apply At
Viola Apartments
1121 E. Viola
* W/S/G Paid.
* Central Heat & Air
* W/D Hookups.
* Playground
* Community Room.
* Professional On-Site Management.
* Income Limits Apply.
*Preference Given to Agricultural Workers
509-426-2139

CASTLE CREEK
Gated Premier Apartment Homes
1, 2 & 3BR
Starting at $650
706-1204 Sq.Ft.
* WSG Paid
* 1100 sf fitness area
* W/D in each unit
* Westside location
* Stainless Steel Appliances
* Children's gated playground
(509) 965-4057
5200 W. Nob Hill Blvd
Office Hours
Monday-Friday
8:00 AM-5:00 PM
liveatcastlecreek.com

Mesa Apartments
Move-In Special
Ask us about special
For New Residents
We pay W/S/G and expanded cable
*Large studios
*1 & 2 bedrooms
*Short Lease Avail.
*Easy access from I-82
*Assistance Animals Welcome
*BBQ area
*Swimming Pool
*Pet friendly
575-4819

Apts Unfurnished

LAKE Aspen APARTMENTS
One & Two Bdrms
* Exercise Room
* Volleyball Court
* Private Lake
* Patio/Balcony
* Laundry Facilities
* Swimming Pools
**No Pets
(509)248-5351
1800 River Road
Office Hours
Monday - Thursday
8 am to 5 pm
Friday 8 am to 4 pm
www.lakeaspenapartments.com

Powerhouse Village Apartments
EXCELLENT VALUE!!
Large 1 bdrms - $505
- *Reserved Parking*
- *AC, D/W, Disposal*
- *Patio/Balcony with Storage*
- *Heated Pool*
- *W/S/G Paid*
- *Laundry On-Site*
- *On Busline*
- *Close to Shopping*
- *No Pets*

2000 W. Lincoln
(509) 654-5600
or 654-6208

Price red.! 2br/1.5 ba, wsg pd. No pets. $675mo $300dep. 248-4786

Quail Ridge Apartments
1, 2 & 3 Bdrm Apts!
•Central Heat/AC
•Pool
•Pets OK
Rent: $500 - $750
TWO LOCATIONS!
1500 W. Mead Ave.
1405 S. 18th Ave.
Call for Availability
509-248-1562
Se Habla Espanol
509-728-7241

N. 5th Ave 2br, AC, wsg pd, coin-op. $510 ADPM 452-3848

Looking For...
Classified has it!
452-7355

Selah Park & Park Village Apts are taking applications for 1 & 2BR apts. Starting at $562-$595mo. Income limits apply. Pickup apps at 554 S. 5th St., Selah or call (509)697-9830

This cute 1 bd room upstairs apt on a W/S estate has a view. Non smoking, no pets. Wtr/G pd. $450. 248-1838

N. 2nd St 2br1ba, appl, elec ht, ac, wsg pd. $525 ADPM 452-3848

Viola, Viola II & Spruce St
1121 E. Viola
2, 3 & 4 BRs Preference
* Agricultural Workers
* Assistance Animals Welcome

Apts Unfurnished

Value You Desire, Quality You Deserve.
Starting at $665
Tranquil Park Setting
Offering 1, 2 & 3 Bedroom Apt. Homes
*Pet Friendly
*W/S/G Paid
*Conveniently Located
*Beautiful Park Area
*Reserved Covered Parking Available
*W/D hook ups available
GLENMOOR GREEN APTS
4602 Tieton Drive
(509) 966-1567
9am to 6pm Mon-Sat
Certain requirements apply to prequalified applicants

$200 off! Lincoln Ave TH 2br1.5ba, elec ht, wsg pd. $700 ADPM 452-3848

Houses Unfurnished

2 bedroom house located at 2105 W Nob Hill. Great Yard!!! $650 month, $350 Deposit. (509)457-3536

3 bdrm, 2 bath, 2 car gar, in W. Valley, 1004 S. 89th Ave. #2 $1100/$500. RCH Inv., 966-6161

4-yr-old WV 3bd/2ba $1295/mo, $800/dep, ss appl, 2 car gar, fen. yd call Leslie @ 480-0747.

4br/3ba, 2400sq ft., inground pool, possible lease option. $1650+dep. (503)410-6391

Brand new 3 BR, 2 bath, all appls, central air, 2 car gar, professionally landscaped, no pets, great Westside neighborhood. $1,150/$750. 945-3006. 952-9762

Harratty Dr 3br2ba, appl, elec ht, ac, w/d hkup. $895 ADPM 452-3848

702 Beacon $1500/mon Spacious Terrace Heights Hm HomeSource 452-2720

Douglas Dr. 3br, 2ba, gar AC, gas, auto sprnklr, fenced $1,295. 966-5090

Fruit stand w/living qrts, near Naches on Hwy. 12, 5br/3ba, $1,200/mo w/dep. Call Bill 930-5835

N. 42nd Ave lrg 3br1.5ba, gas ht, ac, wd inc, garage. $1300 ADPM 452-3848

Rent to own in Yakima 55+ court. Remodeled 3br/2ba single wide w/ tipout, forced air, covered patio, underground sprinklers. Dishwasher, washer, dryer included. Water/sewer/garbage & lot rent pd. $750+dep. 697-6763

Union Gap, darling 2bd, carport, strg, sml yard. w/s/g pd. $695 965-6977

Very clean 2br YVC area, appls, a/c, wd hkup, crprt, no pets $575. 575-8529

W.V. 707 S 68th Ave, nice nhd, 3br/2ba, 2-car gar, no smk/pet, $900/$900 dep, 1yr. lease. 965-8482

21st Ave 3br1ba, appl, gas ht, wd hkup, carport, fpl. $950 ADPM 452-3848

West side, large 2bd, fenced yard, w/s/g pd. $1,000/mo. Call 952-1616

Westside 2bd 1ba, immaculate, park like setting, dead end street, bsmnt, 2 car carport, wsg pd, no pets. $800 dep. $875/mo. 965-5959

WV 3BR, FR, Wd stove Appls,gar+carpt Fen yd Cpt,drps $875+. 678-0305

3501 Summitview $1300 2-story home w/yard! HomeSource 452-2720

Duplexes Unfurnished

1 BR, 1 bath, $400/$300. WSG pd, fncd yd, no pets, 408 N. 4th Ave. 966-7815

126 N. 18th Ave, 2br/1ba, gas furnace, no pets. $600/$500. 910-0600

1br in 4plex 1529 Garfield-Yak. No smk/pets $400/$200. 945-5225

2 bd, 65th Ave. wsg pd $675. carport, coin-op 949-2525, 966-3099

2br, 2ba nice, fenced, private/secure parking, no smoking inside, pets neg. 1120 Pleasant Ave. #B, $725+dep. 509-728-3385

3bd, 2ba, West side, hrdwd firs, w/d hkup, gar. w/extra prkng. $800/$350 480-0624

3br, 2 ba., cathedral ceilings, cent. ht/air, gar., no pets. $920/$500dep. 815 Jamie Dr. 728-2246

S. 17th 2br, elec ht, ac, wd hkp, wsg pd, gar. $725 ADPM 452-3848

CANTERWOOD
S. 16th Ave. & Perry Loop
Quiet private neighborhood, 2 br, 2 ba, gar, elec heat/AC, W/D hkup, all kit appls, patio, UG sprinks, yd service, snow removal, no pets/smk. $775/$600 dep. 952-3962

37th & Englewood 2br2ba dbl gar, wsg pd, elec ht, w/d incl. $850 ADPM 452-3848

WV 2br2ba dbl gar, cathedral ceiling, gas ht, ac, w/d hk ADPM 452-3848

WV 3br, 1.5 ba, 4-plx, 2br, 1ba, new crpt, w/s/g pd, $695 ADPM 452-3848

Largest in town 2Br, 1Ba, wsg pd, w/d incl, busline, no pets. $535. 965-6977

Duplexes Unfurnished

20th Ave 2br1ba, appl, ht, ac, wd inc, carport. $695 ADPM 452-3848

2&3 Bdrm units West Yakima $895-$1100/mo HomeSource 452-2720

Selah 3br, 1.5ba, WD hkp, ac, garage with opener, all on 1 level 913 Jamie Dr. No pets $900/$500dep. 697-5041

TH, 2br, gar., gas ht, A/C, flick-on triplc, vltd ceiling/ No pets. $795. 952-9631

Very nice remodeled 2br, sm yd, WD hkup, 1605 S. 3rd Ave. $595. 302-3824

W.V. 2 BR/1.5 BA, 1-car gar. w/opener, wd hkup. $700 month 1st/last + $375 dep. No smk/pets 961-7404

S. 48th Ave, 2 br, 1 bath, appl, fenced yd, garage $775 ADPM 452-3848

WSide 2br, w/clean quiet cmplx, new appl, enrgy eff, w/d hkup, $560. 966-0477

WV spacious 3br, 2 ba, CA/gas ht, lawn care. $975/$500. 930-5499

Selah private lane; NEW 3-p, 2br, 2ba, elec ht, wsg pd, dbl gar. $975 ADPM 452-3848

WV 3br/2ba, appl, elec ht, ac, w/d hkup. $850 ADPM 452-3848

Zillah - private neighborhood, 3BR, 1.5ba, gar, CA, very clean, no pets, $850+dep. 829-9322

Townhomes/Condos

Selah 2 BR condo, 2.5 ba, 2 car garage, $900 mo, $500 dep. Call RCH Investments, 966-6161

Mobile Homes

3 bdrm, 2 bath, gated community. AC, 3005 Castlevale Rd. #15. $795/$700. 945-0589

Storage Space

#1 BIG STORAGE SALE 10x20 unit, $65/mo, 18 January 1st. 453-2331

420 S. 78th Ave. Various sizes from 6x6 to 12x30. (509) 248-6517

Affordable prices! 10x30 for $110, 10x20 for $70. Advanced Secure Storage. Call 453-1745.

VIKING STORAGE-Selah 408 S 1st St - All sizes 697-4874 grafinv.com

Office/Building Rentals

Ideal start-up office for medical & related business, will finish to tenant needs. Exc. exposure, priced well below mkt. Jerry, 952-1616 anytime.

FINANCE

Money To Lend

Private Money Available. Construction & Business Loans 509-961-9166

EMPLOYMENT

Employment

Agriculture
Experienced orchard equipment operator. Sprayer experience required. Send resume to: PO Box 1869, Zillah, WA 98953

Agriculture
If you're ready to take your agricultural management skills to the next level, we're looking for you! You think you can handle 300 acres of apples and cherries in southeast Washington, you will have these attributes: Managerial experience, bilingual preferred, and the ability to keep accurate computer records; the talent to supervise all farming operations, orchard renewal and development; record keeping and payroll; a current applicators license. This position comes with a full benefit package, company pickup, medical, dental, vision, 401k, vacation. All applicants must pass a pre-employment drug test. Send resume and salary requirement to: CM258 Yakima Herald-Republic P.O. Box 9668, Yakima, WA 98909

Auto Tech
Qualified Body Tech. Well established shop, should have knowledge of frame & panel replacement, must have own tools, 4 yrs min exp. (1-car a plus.) Valid driver's lic. Benefits incl. medical, dental, pd vacation, 401k. Pay DOE. Email resume to autobody@drivevalley.com or call (509)575-0883

Cashier
7-11 In Terrace Heights seeks cashier, FT, flexible hours. Must be able to lift 5 gal., pass background check & have cashier exp. Pick up application at Terrace Heights 7-11 3908 Terrace Hts. Dr.

Employment

Deli
Wait person FT, exc. hrs., Auditor. Hours: 11:00 pm to 7:00 am. Experience preferred but not required. Wage DOE. Apply in person at the Fairfield Inn & Suites 137 N. Fair Ave. Yakima, WA 98901

Driver
Long well established company seeking Full Time Yakima based CDL Truck Driver. All stops are regional route based deliveries throughout the Pacific Northwest. Montana, Idaho, British Columbia, Alberta and Saskatchewan. Pay is up to $15.71 /hr with OT paid for 40+ hours. Position may require 1-4 nights/week out of town (home most every weekend) and the ability to travel into/out of Canada (valid passport or ability to get one). Fluent in English including reading and writing preferred. Benefits Include: Medical, Dental, Vision, Paid Holidays, Paid Vacation and 401-K. Please email resume to: truckdriver@alexmo.com.

Driver
Midwest-West Coast Refrigerated & dry goods. Experienced drivers only. Union Gap terminal. Call DR Brown Trucking. Call Dennis at (509)952-5999

Education
Oakridge Elem. is looking for a Spanish Teacher, 2 days a week for 1 hr. Fax resume to 966-3618

Electrician
VanDoren Sales, manufacturer of fruit handling machinery, is accepting applications for a FT Journeyman Electrician at our Wenatchee plant. Candidates should be proficient in power & control wiring, & experienced in control system troubleshooting. Mechanical bkgnd is also a plus. Excellent pay & benefits pkg avail. No phone calls please. Send resume to: VanDoren Sales H.R. Dept., P.O. Box 1746 Wenatchee, WA 98807

Front Office
Front office staff position. Busy physical therapy clinic is recruiting for a PT front office personnel. Duties include patient scheduling, chart filing, processing insurance benefits & other office related tasks. Candidate must be highly personable, multi tasker who enjoys a fast paced environment and is fully computer literate. Previous medical experience highly preferred. Salary DOE. Send resume with salary history to Pro-Motion Physical Therapy. 2006 W. Lincoln, Yakima 98902

General
Cambridge Management
Committed to Quality Affordable Housing
We are growing fast and need talented people to join our team.
Multiple positions coming available soon. Apartment Manager, Leasing Agents, Maintenance Techs & Groundskeepers. Full time and Part Time positions. All associates must pass background check and drug test. Valid WA State Driver's License required. Apply in Person at Viola Apartments 1211 E. Viola, Yakima.

General
CARNIVAL AMUSEMENT & RECREATION ATTENDANTS wanted for Butler Amusements, 250 temporary positions open from 1-Feb-13 through 31-Oct-13. Job involves: Perform variety of attending duties at amusement facility (traveling carnival). Set-up, tear-down, operate amusement rides, food concessions and/or games. Post-employment random drug testing and background checks may be required. Travel with the Carnival is required. No training or experience is required. Equal Opportunity. FLSA (13)(a)(3) exempt employer not subject to Federal hourly wage, overtime or recordkeeping requirements. No overtime expected. Overtime, if any, calculated and paid as per applicable regulations. The work schedule varies widely, typically 40 Hrs/Wk Wed-Sun, 1:00PM to 10:00PM. The employer will pay the weekly salary for each week that the worker is employed. Employer will pay the applicable variable prevailing weekly wage for each location starting in Yakima, WA and traveling to various locations in WA, CA, AZ, NV, OR & ID ranging from $323.60/wk (lowest) to $368.40/wk (highest); $347.88 Average Weekly Wage. Employer certifies that if there are changes in work locations, employer will pay equivalent from a technical school/military with a focus on maintenance is preferred. PLC or computer programming knowledge is a plus. High school diploma or GED required. Must be able to pass a drug/alcohol screen & a background check on criminal/work history.
Interested candidates should submit their resume via e-mail to wajobs@takata.com

Medical
NAC
Join Crescent Health and reap the benefits of working with a group of professionals. Send resume or apply in person: 505 N. 40th Ave. EOE.
Crescent Health Care Redefining Excellence

Human Resources
KVCH
Human Resources Assistant Administrator open at our award winning hospital, Kittitas Valley Community Hospital in Ellensburg. Full-time key leadership position in HR requires Bachelors, Masters preferred, PHR desirable, five years progressive management experience in HR Administration.
Apply at www.kvch.com
Posting #12-134

Human Resources
HUMAN RESOURCES MANAGER
Key member of executive management team, assisting the Publisher in setting and achieving long-range mission and goals. Leads and directs all facets of the human relations and labor relations functions at the Yakima Herald-Republic, including employee benefits and safety programs. Responsible for budget administration of the human resources department and employee benefits. Must be a highly effective communicator, negotiator and conciliator. Administers labor contracts and acts as liaison between management and the labor organizations. Excellent benefits.
Submit your resume to hr@yakimaherald.com or send mail to HR Department, PO BOX 9668, Yakima, WA 98909.

Yakima Herald-Republic
The Yakima Herald-Republic is an equal opportunity employer and is committed to a policy of equal employment opportunity for all persons.

Legal
Legal Secretary 1 - Litigation
$2,466- $3,194/Mo
Washington State Attorney General's Office in Yakima. A litigation practice primarily dedicated to supporting cases regarding juvenile dependency, guardianship, and termination of parental rights in Yakima/Klickitat County Juvenile Courts. To apply go to www.careers.wa.gov, search for Attorney General's Office under the "Department" tab. For info call: Connie Williams at (509)454-7638.

Legal
LITIGATION PARALEGAL: This position requires past experience managing cases in litigation including scheduling depositions, answering interrogatories, working with expert witnesses, and preparing cases for trial. Must also have strong writing skills, ability to work well as a team member, and excellent clerical, multi-tasking, and organization skills.
Mail resume to Tamaki Law, 1340 No. 16th Ave., Ste. C, Yakima, WA 98902 or send by email to Admin.Tamaki@tamaklaw.com

Maintenance
TAKATA
Assembly Line Maintenance Technician
Takata, a global manufacturer of custom automotive safety systems, has an opening at its facility in Moses Lake, Washington for a Maintenance Technician on swing/graveyard shift. The successful candidate must have three years' experience in an industrial maintenance department & be able to perform moderately complex tasks requiring skills in the set-up, maintenance & troubleshooting of mechanical, pneumatic, hydraulic, electrical, Allen-Bradley PLC & computer-based control systems. A two year degree, certificate, or equivalent from a technical school/military with a focus on maintenance is preferred. PLC or computer programming knowledge is a plus. High school diploma or GED required. Must be able to pass a drug/alcohol screen & a background check on criminal/work history.
Interested candidates should submit their resume via e-mail to wajobs@takata.com

General
Looking for PT glazier. Must have valid DL. Call Yakima Glass, 452-8507

For Sale By Owner

Naches--1260 Cleman Dr. Rare find~ quiet, private, in Naches. 2 Acres, irrigation shares. 2,700 SF one-owner home, 3 large bedrooms, 3 bath with Jacuzzi tub in master bath, formal dining room, large living room, family/rec room, breakfast nook, hot tub, 40' RV cover w/ lights & power, fenced yard, underground sprinklers, 2 car attached garage. Country living with the best view of the valley, yet close to town $299,000. 509-930-6639

PRICE REDUCED!!
809 S. 25th Ave. 2bd, 1ba, nice yard, 1-car garage, carport, cov'd deck, range, new DW, W/D included, refrig., AC, gas heat w/cent. air, new carpet, nice starter home. $95,000 obo. 201-0027 serious inquiries only.

Looking For...
Classified has it!
452-7355

Selah. Open concept home on just under 1 acre. 3 bdrm, 2 baths, 1,800 sq. ft., attached 2 car garage, many updates. $181,000. 509-945-4307.

Farms & Ranches

2.5 ac. Private county setting. Updated 1968 1500 sq ft. 3 bd 1.5 ba. Fresh paint inside, almost all fixtures are new. led lights, sinks, lg rooms with big closets. Kitchen, bath and master bdrm are big. Hardwood flooring throughout. Newer "Trane" heat pump forced air furn + AC. Private well & septic. Attached garage. View property w/deck off back of house. Wapato irrigation. $154,000. 402 S. Wapato Rd. Wapato. For showing, 509-969-5829.

Condominiums

Cottonwood Grove Condo For Sale
$155,000
3 br, 2 ba, 2 car garage
1005 S. 90th Ave #1
For Sale by Owner
966-6060, 945-6675

Manufactured Homes

1989 Marlette, 3br, 2bs New carpet, hardwood firs, paint inside/out, air, $48,000. Meadowbrook Mobile, 834-3269

'79 Broadmore trlr, 2br w/ tip out. Great shape, must see to appreciate, loc. in Selah. $10k. 698-5119

Acreages/Lots

REDUCED!
$104,950
View 5.4 acre lot. All utilities. (509)654-4447 www.7tokens.com/land

Apts/Duplexes

W. Valley duplex for sale by owner, 2br, 2 ba, 2 car garage, $305,000. Summitcrest Construction. 509-968-6060

Commercial Property

QUILT SHOP FOR SALE in Ellensburg, WA. Turnkey operation, thriving business, owner retiring. Call Greta: 509-929-4061 for more information.

RENTALS

Apts Furnished

Clean, quiet, cable. 1 BR/studios, kitchenettes. 2101 Fruitvale. 452-7532

Apts Unfurnished

1 BR apartments. No smkg. Must be at least 62 yrs or older. Rent 30% of adjusted income. Income restrictions apply.
MABEL SWAN MANOR
509-248-5151

1 BR, 1 bath, Westside, all utilities paid + cable, $500 mo. 968-5440

1, 2 3 br apts $490-$625
3 BR manufactured homes, $790.
Megalodon. 453-8161

$100 Off 1st Month!!
2BR @ 1502 S. 10th Ave $625 WSG pd/laundry grafinv.com 697-4874

1206 Jefferson. 2br/1ba, wsg. pd., carpeted, all appl's. $525/mo, 1st, last, sec. dep. (509)901-7310

1405 #6 Folsom 2bd $500 W/D Hkup & W/S/G PAID HomeSource 452-2720

1BR - Quiet Location 2718 Kateenah/Yakima $540/WSG pd/Laundry 248-5937 grafinv.com

1br West Side no pets. $500/$300 dep 453-1036

$200 Off 1st Month!! 905 S 44th Ave-Yakima 2bd $660/2br-1.5ba $880 grafinv.com 697-4874

2br/1ba. W/Dy. Clean, quiet, low utils. No pets/smking. $625. 952-9631

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Powerhouse Village Apartments
EXCELLENT VALUE!!
Large 1 bdrms - $505
- *Reserved Parking*
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Very nice remodeled 2br, sm yd, WD hkup, 1605 S. 3rd Ave. $595. 302-3824

W.V. 2 BR/1.5 BA, 1-car gar. w/opener, wd hkup. $700 month 1st/last + $375 dep. No smk/pets 961-7404

S. 48th Ave, 2 br, 1 bath, appl, fenced yd, garage $775 ADPM 452-3848

WSide 2br, w/clean quiet cmplx, new appl, enrgy eff, w/d hkup, $560. 966-0477

WV spacious 3br, 2 ba, CA/gas ht, lawn care. $975/$500. 930-5499

Selah private lane; NEW 3-p, 2br, 2ba, elec ht, wsg pd, dbl gar. $975 ADPM 452-3848

WV 3br/2ba, appl, elec ht, ac, w/d hkup. $850 ADPM 452-3848

Zillah - private neighborhood, 3BR, 1.5ba, gar, CA, very clean, no pets, $850+dep. 829-9322

Townhomes/Condos

Selah 2 BR condo, 2.5 ba, 2 car garage, $900 mo, $500 dep. Call RCH Investments, 966-6161

Mobile Homes

3 bdrm, 2 bath, gated community. AC, 3005 Castlevale Rd. #15. $795/$700. 945-0589

Storage Space

#1 BIG STORAGE SALE 10x20 unit, $65/mo, 18 January 1st. 453-2331

420 S. 78th Ave. Various sizes from 6x6 to 12x30. (509) 248-6517

Affordable prices! 10x30 for $110, 10x20 for $70. Advanced Secure Storage. Call 453-1745.

VIKING STORAGE-Selah 408 S 1st St - All sizes 697-4874 grafinv.com

Office/Building Rentals

Ideal start-up office for medical & related business, will finish to tenant needs. Exc. exposure, priced well below mkt. Jerry, 952-1616 anytime.

FINANCE

Money To Lend

Private Money Available. Construction & Business Loans 509-961-9166

EMPLOYMENT

Employment

Agriculture
Experienced orchard equipment operator. Sprayer experience required. Send resume to: PO Box 1869, Zillah, WA 98953

Agriculture
If you're ready to take your agricultural management skills to the next level, we're looking for you! You think you can handle 300 acres of apples and cherries in southeast Washington, you will have these attributes: Managerial experience, bilingual preferred, and the ability to keep accurate computer records; the talent to supervise all farming operations, orchard renewal and development; record keeping and payroll; a current applicators license. This position comes with a full benefit package, company pickup, medical, dental, vision, 401k, vacation. All applicants must pass a pre-employment drug test. Send resume and salary requirement to: CM258 Yakima Herald-Republic P.O. Box 9668, Yakima, WA 98909

Auto Tech
Qualified Body Tech. Well established shop, should have knowledge of frame & panel replacement, must have own tools, 4 yrs min exp. (1-car a plus.) Valid driver's lic. Benefits incl. medical, dental, pd vacation, 401k. Pay DOE. Email resume to autobody@drivevalley.com or call (509)575-0883

Cashier
7-11 In Terrace Heights seeks cashier, FT, flexible hours. Must be able to lift 5 gal., pass background check & have cashier exp. Pick up application at Terrace Heights 7-11 3908 Terrace Hts. Dr.

Employment

Deli
Wait person FT, exc. hrs., Auditor. Hours: 11:00 pm to 7:00 am. Experience preferred but not required. Wage DOE. Apply in person at the Fairfield Inn & Suites 137 N. Fair Ave. Yakima, WA 98901

Driver
Long well established company seeking Full Time Yakima based CDL Truck Driver. All stops are regional route based deliveries throughout the Pacific Northwest. Montana, Idaho, British Columbia, Alberta and Saskatchewan. Pay is up to $15.71 /hr with OT paid for 40+ hours. Position may require 1-4 nights/week out of town (home most every weekend) and the ability to travel into/out of Canada (valid passport or ability to get one). Fluent in English including reading and writing preferred. Benefits Include: Medical, Dental, Vision, Paid Holidays, Paid Vacation and 401-K. Please email resume to: truckdriver@alexmo.com.

Driver
Midwest-West Coast Refrigerated & dry goods. Experienced drivers only. Union Gap terminal. Call DR Brown Trucking. Call Dennis at (509)952-5999

Education
Oakridge Elem. is looking for a Spanish Teacher, 2 days a week for 1 hr. Fax resume to 966-3618

Electrician
VanDoren Sales, manufacturer of fruit handling machinery, is accepting applications for a FT Journeyman Electrician at our Wenatchee plant. Candidates should be proficient in power & control wiring, & experienced in control system troubleshooting. Mechanical bkgnd is also a plus. Excellent pay & benefits pkg avail. No phone calls please. Send resume to: VanDoren Sales H.R. Dept., P.O. Box 1746 Wenatchee, WA 98807

Front Office
Front office staff position. Busy physical therapy clinic is recruiting for a PT front office personnel. Duties include patient scheduling, chart filing, processing insurance benefits & other office related tasks. Candidate must be highly personable, multi tasker who enjoys a fast paced environment and is fully computer literate. Previous medical experience highly preferred. Salary DOE. Send resume with salary history to Pro-Motion Physical Therapy. 2006 W. Lincoln, Yakima 98902

General
Cambridge Management
Committed to Quality Affordable Housing
We are growing fast and need talented people to join our team.
Multiple positions coming available soon. Apartment Manager, Leasing Agents, Maintenance Techs & Groundskeepers. Full time and Part Time positions. All associates must pass background check and drug test. Valid WA State Driver's License required. Apply in Person at Viola Apartments 1211 E. Viola, Yakima.

General
CARNIVAL AMUSEMENT & RECREATION ATTENDANTS wanted for Butler Amusements, 250 temporary positions open from 1-Feb-13 through 31-Oct-13. Job involves: Perform variety of attending duties at amusement facility (traveling carnival). Set-up, tear-down, operate amusement rides, food concessions and/or games.

OMB Approval: 1205-NEW2
Expiration Date: 10/31/2012

Application for Prevailing Wage Determination
ETA Form 9141 – General Instructions
U.S. Department of Labor

IMPORTANT: Please read these instructions carefully before completing the ETA Form 9141 –Application for Prevailing Wage Determination. These instructions contain full explanations of the questions that make up the ETA Form 9141.

Anyone, who knowingly and willingly furnishes any false information in the preparation of ETA Form 9141 and any supporting documentation, or aids, abets, or counsels another to do so is committing a federal offense, punishable by fine or imprisonment up to five years or both (18 U.S.C. §§ 2, 1001). Other penalties apply as well to fraud or misuse of this immigration document and to perjury with respect to this form (18 U.S.C. §§ 1546, 1621).

Symbol Legend: * means that the information requested is mandatory.
§ means the information requested is mandatory if the previous question was answered in the affirmative or in the manner specified in the marked question

ANY MANDATORY FIELD LEFT BLANK OR INCOMPLETE WILL RESULT IN THE APPLICATION BEING VOIDED AND RETURNED TO THE REQUESTOR.

Section A
Employment - Based Nonimmigrant Visa Information

1. Enter the following classification symbol to indicate the type of visa supported by this application: "**H-2B**", "**H-1B**", "**H-1B1 Chile**", "**H-1B1 Singapore**", "**E-3 Australian**", "**PERM**"

Section B
Requestor Point-of-Contact Information

1. Enter the last (family) name of the requestor's point of contact.
2. Enter the first (given) name of the requestor's point of contact.
3. Enter the middle name of the requestor's point of contact.
4. Enter the job title of the requestor's point of contact.
5. Enter the business street address for the requestor's point of contact.
6. If additional space is needed for the street address, use this line to complete the street address.
7. Enter the city of the requestor's point of contact. If the city and country are the same, the name must still be entered in both fields.
8. Enter the state of the requestor's point of contact.
9. Enter the postal (zip) code of the requestor's point of contact.
10. Enter the country of the requestor's point of contact. If the city and country are the same, the name must still be entered in both fields.
11. Enter the province of the requestor's point of contact, if applicable.

Butler's Exh. 4, p. 001

Butler 01861

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Section B (cont.)
Requestor Point-of-Contact Information (cont.)

12. Enter the area code and business telephone number of the requestor's point of contact. Include country code, if applicable.

13. Enter the extension of the telephone number of the requestor's point of contact, if applicable.

14. Enter the business fax number, if applicable.

15. Enter the business e-mail address of the requestor's point of contact in the format name@emailaddress.top-level domain, if applicable.

Section C
Employer Information

1. Enter the full legal name of the business, person, association, firm, corporation, or organization, i.e., the employer filing this application. The employer's full legal name is the exact name of the individual, corporation, LLC, partnership, or other organization that is reported to the Internal Revenue Service.

2. Enter the full trade name or "Doing Business As" (DBA) name, if applicable, of the business, person, association, firm, corporation, or organization, i.e., the employer filing this application.

3. Enter the street address of the employer's principal place of business.

4. If additional space is needed for the street address, use this line to complete the employer's street address.

5. Enter the city of the employer's principal place of business. If the city and country are the same, the name must still be entered in both fields.

6. Enter the state of the employer's principal place of business.

7. Enter the postal (zip) code of the employer's principal place of business.

8. Enter the country of the employer's principal place of business. If the city and country are the same, the name must still be entered in both fields.

9. Enter the province of the employer's principal place of business, if applicable.

10. Enter the area code and telephone number for the employer's principal place of business. Include country code, if applicable.

11. Enter the extension of the telephone number for the employer's principal place of business, if applicable.

12. Enter the nine-digit Federal Employer identification Number (FEIN) as assigned by the IRS. Do not enter a social security number.

    Note: All employers, including private households, MUST obtain an FEIN from the IRS before completing this application. Information on obtaining an FEIN can be found at www.IRS.gov.

13. Enter the four to six-digit North American Industry Classification System (NAICS) code that best describes the employer's business, not the foreign worker's job. A listing of NAICS codes can be found at http://www.census.gov/epcd/www/naics.html

Application for Prevailing Wage Determination
ETA Form 9141 – General Instructions
U.S. Department of Labor

Section D
Wage Processing Information

1. Mark "Yes" or "No" as to whether the employer is covered by the American Competitiveness and Workforce Improvement Act (ACWIA) pursuant to 20 CFR §656.40(e) as either an institution of higher education (20 CFR 656.40(e)(1)(i)), an affiliated or related nonprofit entity (20 CFR 656.40(e)(1)(ii)), or a nonprofit research or Governmental research organization (20 CFR 656.40(e)(1)(iii)).

2. Mark "Yes" or "No" as to whether the position offered is covered by a Collective Bargaining Agreement (CBA).

2a. If "Yes" in question 2, indicate whether the employer will submit a copy of the CBA electronically with the application or will mail in a copy of the CBA.

3. Mark "Yes" or "No" as to whether the employer is requesting a prevailing wage determination pursuant to the Davis-Bacon Act (DBA) or the McNamara Service Contract Act (SCA). Indicate under which Act the employer is requesting a determination (DBA or SCA).

4. Mark "Yes" or "No" as to whether the employer is requesting a prevailing wage determination pursuant to an alternate survey.

4a. If "Yes" in question 4, provide the name of the survey under which the employer is requesting a determination.

4b. If "Yes" in question 4, provide the date of publication of the survey under which the employer is requesting a determination.

4c. If "Yes" in question 4, indicate whether the employer will submit a copy of the survey electronically with the application or will mail in a copy of the survey.

Section E
Job Offer Information

a. Job Description

1 Enter the title of the job opportunity.

2. Enter the suggested six or eight-digit Standard Occupational Classification (SOC)/Occupational Network (O*NET) code for the occupation, which most clearly describes the work to be performed. The suggested SOC may be used as a tool in the determination process; however, the SOC issued with the determination may differ. SOC/O*Net Search Wizard

2a. Enter the suggested occupational title associated with the SOC/O*NET (OES) code. The suggested occupational title may be used as a tool in the determination process; however, the SOC and occupational title issued with the determination may differ. SOC/O*Net Search Wizard

3. Identify the title of the supervisor who will be supervising the work of the foreign worker(s), if applicable.

4. Mark "Yes" or "No" as to whether the job opportunity supervises the work of other employees.

4a. If "Yes" in question 4, enter the total number of employees the job opportunity will supervise.

4b. If "Yes" in question 4, indicate the level of the employee(s) to be supervised as either subordinate, peer, and/or other. If the employee supervises other individuals in a lower level occupation (e.g., a Software Engineer supervising Programmers), those employees would be subordinates. However, if any employee supervises other individuals in the same or equivalent occupation (e.g., a Software Engineer supervising other Software Engineers), those employees would be peers.

6. Describe the job duties, in detail, to be performed by any worker filling the job opportunity. Specify the field(s) and/or product(s)/industry(ies) involved, any equipment to be used, and pertinent working conditions. The duties provided must be specific enough to be classified under a relevant SOC pursuant to the O*Net publication.

7 Mark "Yes" or "No" as to whether the job requires any travel.

Butler's Exh. 4, p. 00□

Butler 01863

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Section E (cont.)
Job Offer Information (cont.)

a. Job Description (cont.)

7a. If "Yes" in question 6, provide details as to the area(s) of travel required, the frequency of the travel required, and the nature of the travel (e.g., whether relocation is/will be required). Note that a prevailing wage cannot be provided for unanticipated worksites.

b. Minimum Requirements

1. Identify whether the minimum U.S. diploma or degree required by the employer for the job opportunity is none, high school/GED, Associates, Bachelor's, Master's, Doctorate, or Other. Only mark one box.

1a. If "Other" in question 1, enter the specific U.S. diploma or degree required. (Example: JD, MD, DDS, etc.). If the answer to question 1 is not "Other," enter "N/A."

1b. Enter the major(s) and/or field(s) of study required by the employer for the job opportunity. You may list more than one field and/or more than one related major. If the answer to question 1 is "None" or "High School", enter "N/A."

2. If the employer requires a second U.S. diploma or degree for the job opportunity, mark "Yes." Otherwise, mark "No."

2a. If "Yes" in question 2, enter the specific second U.S. diploma or degree required. If the answer to question 2 is "No", enter "N/A."

3. If the employer requires training for the job opportunity, mark "Yes." Otherwise, mark "No." Training may include, but is not limited to: programs, coursework, or training experience (other than employment). When answering this question, do not duplicate requirements – the training required should not be counted as education or experience required.

3a. If "Yes" in question 3, enter the number of months of training required by the employer for the job opportunity. If the answer to question 3 is "No", enter "0" (zero). When answering this question, do not duplicate time requirements – the training time required should not be counted as (added to) education or experience time required.

3b. If "Yes" in question 3, enter the field(s) and/or name(s) of the training required by the employer for the job opportunity. You may list more than one field and/or more than one name. If the answer to question 3 is "No", enter "N/A."

4. If the employer requires employment experience, mark "Yes." Otherwise, mark "No."

4a. If "Yes" in question 4, enter the number of months of experience required by the employer. If the answer to question 4 is "No", enter "0" (zero).

4b. If "Yes" in question 4, enter the occupation in which experience is required by the employer for the job opportunity. If the answer to question 4 is "No", enter "N/A."

5. Enter the job related special requirements. Examples are shorthand and typing speeds, specific foreign language proficiency, test results. Document business necessity for a foreign language requirement.

c. Place of Employment

It is important for the employer to define the area of intended employment with as much geographic specificity as possible. This information is used for purposes of reviewing and verifying regulatory compliance with advertising, positive recruitment requirements, and prevailing wage determinations.

1 Enter the street address of the worksite location identified in question1, where work will be performed. The worksite address must be a physical location and cannot be a P.O. Box.

2. If additional space is needed for the street address, use this line. If no additional space is needed, enter "N/A."

3. Enter the city of the worksite location.

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Section E (cont.)
Job Offer Information (cont.)

c. Place of Employment (cont.)

4. Enter the county of the worksite location.

5. Enter the state/district/territory of the worksite location.

6. Enter the postal (zip) code of the worksite location.

7. If work will be performed in location(s) in addition to the address listed in questions 1-6 above, mark "Yes" and complete question 7-A. If work will not be performed in location(s) other than the address listed in questions 1-6 above, mark "No."

7a. If "Yes" in question 7, identify the geographic place(s) of employment indicating each Metropolitan Statistical Areas (MSAs) or the independent city(ies)/township(s)/county(ies) (borough(s)/parish(es)) and the corresponding state(s) where work will be performed. The employer must provide enough geographic detail to cover all the known worksite locations of intended employment. If the number of known worksite locations exceeds our system limits, you will be required to submit more than one application. Please note that wages cannot be provided for unspecified/unanticipated locations.

Section F

Prevailing Wage Determination – DO NOT FILL OUT THIS SECTION – FOR GOVERNMENT USE ONLY.

This section will be filled out by the government and returned to you with the appropriate prevailing wage.

Section G

OMB Notice – Please read.

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OMB Approval: 1205-0466
Expiration Date: □□/□□/2012

Application for Prevailing Wage Determination
ETA Form 9141
U.S. Department of Labor

Please read and review the instructions carefully before completing this form and print legibly. A copy of the instructions can be found at http://www.foreignlaborcert.doleta.gov/.

A. Employment-Based Visa Information

1. Indicate the type of visa classification supported by this application *(Write classification symbol)*: *	H-2B

B. Requestor Point-of-Contact Information

1. Contact's last (family) name *	2. First (given) name *	3. Middle name(s) *
JUDKINS	JAMES	KENDRICK
4. Contact's job title * Agent for the Employer		
5. Address 1 * JKJ WORKFORCE AGENCY, INC		
6. Address 2 32775 FM 106		
7. City * RIO HONDO	8. State * TX	9. Postal code * 78583
10. Country * UNITED STATES OF AMERICA	11. Province N/A	
12. Telephone number * 956-748-0550	13. Extension N/A	14. Fax Number 510-588-5547
15. E-Mail Address CARNIVAL.WORKFORCE@GMAIL.COM		

C. Employer Information

1. Legal business name * Butler Amusements, Inc.		
2. Trade name/Doing Business As (DBA), if applicable N/A		
3. Address 1 * 3003 SW 153rd Drive Suite 205		
4. Address 2 N/A		
5. City * Beaverton	6. State * OR	7. Postal code * 97006
8. Country * UNITED STATES OF AMERICA	9. Province N/A	
10. Telephone number * 503-643-6610	11. Extension N/A	
12. Federal Employer Identification Number (FEIN from IRS) * 770014796	13. NAICS code (must be at least 4-digits) * 713990	

D. Job Offer Information

a. Job Description:

1. Job Title * Amusement and Recreation Attendants - Traveling Carnival	
2. *Suggested* SOC (ONET/OES) code * 39-3091	2a. *Suggested* SOC (ONET/OES) occupation title * Amusement and Recreation Attendants

PW Tracking Number: P-400-12279-745190 Case Status: DETERMINATION ISSUED Validity Period: 11/02/2012 to 02/03/2013

Butler's Exh. 5, p. 001 Butler 01240

Application for Prevailing Wage Determination
ETA Form 9141
U.S. Department of Labor

a. Job Description *(continued)*

3. Number of hours of work per week * Basic: 40 Overtime*: 0	3a. Hourly Work Schedule * From 01:00 PM to 10:00 PM
4. Job Title of Supervisor for the Workers (if applicable) Carnival Manager	
5. Does this position supervise the work of other employees? * ❑ Yes ☑ No	5a. If yes, number of employees worker will supervise (if applicable) N/A
6. Job duties – A description of the job duties to be performed **MUST** begin in this space. If necessary, add attachment to continue and complete description. * Perform variety of attending duties at amusement facility (traveling carnival). Set-up, tear-down, operate amusement rides, food concessions and/or games.	
7. Will travel be required in order to perform the job duties? * ☑ Yes ❑ No	7a. If "Yes", please explain the travel requirements: SEE ADDENDUM
8. Are there any other working conditions that affect the rate of pay? * ☑ Yes ❑ No	8a. If "Yes", please specify the working conditions. SEE ADDENDUM

Application for Prevailing Wage Determination
ETA Form 9141
U.S. Department of Labor

b. Minimum Job Requirements:

1. Education: minimum U.S. diploma/degree required * ☑ None ☐ High School/GED ☐ Associate's ☐ Bachelor's ☐ Master's ☐ Doctorate (PhD) ☐ Other degree (JD, MD, etc.)	
1a. If "Other degree" in question 1, specify the diploma/ degree required N/A	1b. Indicate the major(s) and/or field(s) of study required (May list more than one related major and more than one field) N/A
2. Does the employer require a second U.S. diploma/degree? *	❑ Yes ☑ No
2a. If "Yes" in question 2, indicate the second U.S. diploma/degree and the major(s) and/or field(s) of study required N/A	
3. Is training for the job opportunity required? *	❑ Yes ☑ No
3a. If "Yes" in question 3, specify the number of months of training required N/A	3b. Indicate the field(s)/name(s) of training required (May list more than one related field and more than one type) N/A
4. Is employment experience required? *	❑ Yes ☑ No
4a. If "Yes" in question 4, specify the number of months of experience required N/A	4b. Indicate the occupation required N/A
5. Special Requirements - List specific skills, licenses/certificates/certifications, and requirements of the job opportunity. * Prevailing Practice and State/Local regulations may require post-employment, scheduled and/or random drug checks (at the employer's expense). Background checks may be required.	

c. Place of Employment Information:

1. Worksite address 1 * 1301 South Fair Avenue	
2. Address 2 N/A	
3. City * Yakima	4. County * Yakima
5. State/District/Territory * WA	6. Postal code * 98901
7. Will work be performed in multiple worksites within an area of intended employment or a location(s) other than the address listed above? *	☑ Yes ❑ No
7a. If Yes in question 7, identify the geographic place(s) of employment with as much specificity as possible. If necessary, submit an attachment to continue and complete a listing of all anticipated worksites. SEE ADDENDUM	

OMB Approval: 1205-0466
Expiration Date: □□□□/2012

Application for Prevailing Wage Determination
ETA Form 9141
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E. Prevailing Wage Determination

FOR OFFICIAL GOVERNMENT USE ONLY

1. PW tracking number P-400-12279-745190	2. Date PW request received 10/09/2012
3. SOC (ONET/OES) code 39-3091	3a. SOC (ONET/OES) occupation title Amusement and Recreation Attendants
4. Prevailing wage $ 8.98	4a. Wage level ☑ I ☐ II ☐ III ☐ IV ☐ N/A
5. Per: (Choose only one) ☑ Hour ☐ Week ☐ Bi-Weekly ☐ Month ☐ Year ☐ Piece Rate	
5a. If Piece Rate is indicated in question 2, specify the wage offer requirements :* N/A	
6. Prevailing wage source (Choose only one) ☑ OES ☐ CBA ☐ DBA ☐ SCA ☐ Other/Alternate Survey	
6a. If "Other/Alternate Survey" in question 6, specify N/A	
7. Additional Notes Regarding Wage Determination The wage entered in item E.4 reflects the area of intended employment entered in D.c.4 and D.c.5. SEE ADDENDUM FOR ADDITIONAL WORKSITE WAGE DETERMINATIONS	
8. Determination date 11/02/2012	9. Expiration date 02/03/2013

F. OMB Paperwork Reduction Act *(1205-0466)*

Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. Respondent's reply to these reporting requirements is mandatory to obtain the benefits of temporary employment certification (Immigration and Nationality Act, Section 101). Public reporting burden for this collection of information is estimated to average 55 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate to the Office of Foreign Labor Certification * U.S. Department of Labor * Room C4312 * 200 Constitution Ave., NW * Washington, DC * 20210. **Do NOT send the completed application to this address.**

Application for Prevailing Wage Determination
ETA Form 9141
U.S. Department of Labor

ADDENDUM

SECTION D.a.7a: Travel Requirements

Employer is an Outdoor Traveling Amusement Attraction. Travel is required from event location to event location as per the attached itinerary. Transportation to/from each event location is offered to all employees under this job offer. Employer makes available transportation from venue to venue and scheduled transportation to laundry, shopping valued at $25.00 per week.

ADDENDUM

SECTION D.a.8a: Working Conditions

D.A.3.a varies from location to location due to a variety of factors, including hours set by the event organizers, local customs and regulations, weather and business conditions. Hours indicated are typical, evenings and weekends, and vary greatly. Merit increases and/or bonuses may be awarded at employer discretion. Employer makes available mobile housing valued at $125.00 per week.

Application for Prevailing Wage Determination
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U.S. Department of Labor

ADDENDUM

SECTION D.c: Additional Worksites

STATE	AREA BASIS	AREA
Washington	County/Township	YAKIMA - YAKIMA, WA MSA
California	County/Township	IMPERIAL - EL CENTRO, CA MSA
California	County/Township	SONOMA - SANTA ROSA-PETALUMA, CA MSA
California	County/Township	RIVERSIDE - RIVERSIDE-SAN BERNARDINO-ONTAR ...
Washington	County/Township	KITTITAS - CENTRAL WASHINGTON NONMETROPOL ...
California	County/Township	SAN BERNARDINO - RIVERSIDE-SAN BERNARDINO ...
Arizona	County/Township	MARICOPA - PHOENIX-MESA-SCOTTSDALE, AZ MSA
California	County/Township	ALAMEDA - OAKLAND-FREMONT-HAYWARD, CA ME ...
Washington	County/Township	CHELAN - WENATCHEE, WA MSA
California	County/Township	SAN JOAQUIN - STOCKTON, CA MSA
California	County/Township	MONTEREY - SALINAS, CA MSA
California	County/Township	STANISLAUS - MODESTO, CA MSA
Washington	County/Township	GRANT - CENTRAL WASHINGTON NONMETROPOLI ...
California	County/Township	CONTRA COSTA - OAKLAND-FREMONT-HAYWARD, ...
Arizona	County/Township	YUMA - YUMA, AZ MSA
California	County/Township	SACRAMENTO - SACRAMENTO--ARDEN-ARCADE--R ...
Washington	County/Township	SPOKANE - SPOKANE, WA MSA
California	County/Township	SAN MATEO - SAN FRANCISCO-SAN MATEO-REDWO ...
Washington	County/Township	WHITMAN - EASTERN WASHINGTON NONMETROPO ...
California	County/Township	SANTA BARBARA - SANTA BARBARA-SANTA MARI ...

Application for Prevailing Wage Determination
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U.S. Department of Labor

ADDENDUM

SECTION D.c: Additional Worksites

STATE	AREA BASIS	AREA
California	County/Township	SANTA CLARA - SAN JOSE-SUNNYVALE-SANTA CL ...
California	County/Township	MERCED - MERCED, CA MSA
Washington	County/Township	WALLA WALLA - EASTERN WASHINGTON NONMET ...
California	County/Township	PLACER - SACRAMENTO--ARDEN-ARCADE--ROSEV ...
California	County/Township	SAN BENITO - SAN JOSE-SUNNYVALE-SANTA CLA ...
Nevada	County/Township	CLARK - LAS VEGAS-PARADISE, NV MSA
California	County/Township	SOLANO - VALLEJO-FAIRFIELD, CA MSA
Washington	County/Township	BENTON - KENNEWICK-RICHLAND-PASCO, WA MSA
California	County/Township	TULARE - VISALIA-PORTERVILLE, CA MSA
California	County/Township	GLENN - NORTH VALLEY REGION OF CALIFORNIA ...
California	County/Township	ORANGE - SANTA ANA-ANAHEIM-IRVINE, CA METR ...
Washington	County/Township	CLARK - PORTLAND-VANCOUVER-BEAVERTON, O ...
California	County/Township	BUTTE - CHICO, CA MSA
Washington	County/Township	COWLITZ - LONGVIEW, WA MSA
California	County/Township	FRESNO - FRESNO, CA MSA
California	County/Township	SAN DIEGO - SAN DIEGO-CARLSBAD-SAN MARCOS ...
California	County/Township	MENDOCINO - NORTH COAST REGION OF CALIFO ...
Washington	County/Township	THURSTON - OLYMPIA, WA MSA
Washington	County/Township	KING - SEATTLE-BELLEVUE-EVERETT, WA METROP ...
California	County/Township	SHASTA - REDDING, CA MSA

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SECTION D.c: Additional Worksites

STATE	AREA BASIS	AREA
Washington	County/Township	SNOHOMISH - SEATTLE-BELLEVUE-EVERETT, WA ...
Washington	County/Township	PIERCE - TACOMA, WA METROPOLITAN DIVISION
California	County/Township	MARIN - SAN FRANCISCO-SAN MATEO-REDWOOD C ...
Oregon	County/Township	LINCOLN - COASTAL OREGON NONMETROPOLITA ...
Oregon	County/Township	COOS - COASTAL OREGON NONMETROPOLITAN AREA
Oregon	County/Township	WASHINGTON - PORTLAND-VANCOUVER-BEAVER ...
California	County/Township	VENTURA - OXNARD-THOUSAND OAKS-VENTURA, ...
California	County/Township	NEVADA - NORTHERN MOUNTAINS REGION OF CA ...
Washington	County/Township	LEWIS - SOUTHWESTERN WASHINGTON NONMET ...
Idaho	County/Township	ADA - BOISE CITY-NAMPA, ID MSA
California	County/Township	INYO - EASTERN SIERRA REGION OF CALIFORNI ...
Idaho	County/Township	BINGHAM - EAST IDAHO NONMETROPOLITAN AREA
California	County/Township	KERN - BAKERSFIELD, CA MSA

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SECTION E: Additional Worksite Wage Determinations

STATE:	Washington
AREA BASED ON:	County/Township
AREA:	YAKIMA - YAKIMA, WA MSA
WAGE SOURCE:	OES
OTHER WAGE SOURCES:	
PREVAILING WAGE:	8.98 per Hour
PIECE RATE REQUIREMENTS:	

STATE:	California
AREA BASED ON:	County/Township
AREA:	IMPERIAL - EL CENTRO, CA MSA
WAGE SOURCE:	OES
OTHER WAGE SOURCES:	
PREVAILING WAGE:	8.65 per Hour
PIECE RATE REQUIREMENTS:	

STATE:	California
AREA BASED ON:	County/Township
AREA:	SONOMA - SANTA ROSA-PETALUMA, CA MSA
WAGE SOURCE:	OES
OTHER WAGE SOURCES:	
PREVAILING WAGE:	8.66 per Hour
PIECE RATE REQUIREMENTS:	

STATE:	California
AREA BASED ON:	County/Township
AREA:	RIVERSIDE - RIVERSIDE-SAN BERNARDINO-ONTARIO, CA MSA
WAGE SOURCE:	OES
OTHER WAGE SOURCES:	
PREVAILING WAGE:	8.63 per Hour
PIECE RATE REQUIREMENTS:	

STATE:	Washington
AREA BASED ON:	County/Township
AREA:	KITTITAS - CENTRAL WASHINGTON NONMETROPOLITAN AREA
WAGE SOURCE:	OES
OTHER WAGE SOURCES:	
PREVAILING WAGE:	8.96 per Hour
PIECE RATE REQUIREMENTS:	

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SECTION E: Additional Worksite Wage Determinations

STATE:	California
AREA BASED ON:	County/Township
AREA:	SAN BERNARDINO - RIVERSIDE-SAN BERNARDINO-ONTARIO, CA MSA
WAGE SOURCE:	OES
OTHER WAGE SOURCES:	
PREVAILING WAGE:	8.63 per Hour
PIECE RATE REQUIREMENTS:	

STATE:	Arizona
AREA BASED ON:	County/Township
AREA:	MARICOPA - PHOENIX-MESA-SCOTTSDALE, AZ MSA
WAGE SOURCE:	OES
OTHER WAGE SOURCES:	
PREVAILING WAGE:	8.23 per Hour
PIECE RATE REQUIREMENTS:	

STATE:	California
AREA BASED ON:	County/Township
AREA:	ALAMEDA - OAKLAND-FREMONT-HAYWARD, CA METROPOLITAN D ...
WAGE SOURCE:	OES
OTHER WAGE SOURCES:	
PREVAILING WAGE:	8.61 per Hour
PIECE RATE REQUIREMENTS:	

STATE:	Washington
AREA BASED ON:	County/Township
AREA:	CHELAN - WENATCHEE, WA MSA
WAGE SOURCE:	OES
OTHER WAGE SOURCES:	
PREVAILING WAGE:	8.97 per Hour
PIECE RATE REQUIREMENTS:	

STATE:	California
AREA BASED ON:	County/Township
AREA:	SAN JOAQUIN - STOCKTON, CA MSA
WAGE SOURCE:	OES
OTHER WAGE SOURCES:	
PREVAILING WAGE:	8.64 per Hour
PIECE RATE REQUIREMENTS:	

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SECTION E: Additional Worksite Wage Determinations

STATE:	California
AREA BASED ON:	County/Township
AREA:	MONTEREY - SALINAS, CA MSA
WAGE SOURCE:	OES
OTHER WAGE SOURCES:	
PREVAILING WAGE:	8.59 per Hour
PIECE RATE REQUIREMENTS:	

STATE:	California
AREA BASED ON:	County/Township
AREA:	STANISLAUS - MODESTO, CA MSA
WAGE SOURCE:	OES
OTHER WAGE SOURCES:	
PREVAILING WAGE:	8.59 per Hour
PIECE RATE REQUIREMENTS:	

STATE:	Washington
AREA BASED ON:	County/Township
AREA:	GRANT - CENTRAL WASHINGTON NONMETROPOLITAN AREA
WAGE SOURCE:	OES
OTHER WAGE SOURCES:	
PREVAILING WAGE:	8.96 per Hour
PIECE RATE REQUIREMENTS:	

STATE:	California
AREA BASED ON:	County/Township
AREA:	CONTRA COSTA - OAKLAND-FREMONT-HAYWARD, CA METROPOLI ...
WAGE SOURCE:	OES
OTHER WAGE SOURCES:	
PREVAILING WAGE:	8.61 per Hour
PIECE RATE REQUIREMENTS:	

STATE:	Arizona
AREA BASED ON:	County/Township
AREA:	YUMA - YUMA, AZ MSA
WAGE SOURCE:	OES
OTHER WAGE SOURCES:	
PREVAILING WAGE:	8.22 per Hour
PIECE RATE REQUIREMENTS:	

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SECTION E: Additional Worksite Wage Determinations

STATE:	California
AREA BASED ON:	County/Township
AREA:	SACRAMENTO - SACRAMENTO--ARDEN-ARCADE--ROSEVILLE, CA MSA
WAGE SOURCE:	OES
OTHER WAGE SOURCES:	
PREVAILING WAGE:	8.62 per Hour
PIECE RATE REQUIREMENTS:	

STATE:	Washington
AREA BASED ON:	County/Township
AREA:	SPOKANE - SPOKANE, WA MSA
WAGE SOURCE:	OES
OTHER WAGE SOURCES:	
PREVAILING WAGE:	8.99 per Hour
PIECE RATE REQUIREMENTS:	

STATE:	California
AREA BASED ON:	County/Township
AREA:	SAN MATEO - SAN FRANCISCO-SAN MATEO-REDWOOD CITY, CA ...
WAGE SOURCE:	OES
OTHER WAGE SOURCES:	
PREVAILING WAGE:	9.12 per Hour
PIECE RATE REQUIREMENTS:	

STATE:	Washington
AREA BASED ON:	County/Township
AREA:	WHITMAN - EASTERN WASHINGTON NONMETROPOLITAN AREA
WAGE SOURCE:	OES
OTHER WAGE SOURCES:	
PREVAILING WAGE:	9.02 per Hour
PIECE RATE REQUIREMENTS:	

STATE:	California
AREA BASED ON:	County/Township
AREA:	SANTA BARBARA - SANTA BARBARA-SANTA MARIA, CA MSA
WAGE SOURCE:	OES
OTHER WAGE SOURCES:	
PREVAILING WAGE:	8.55 per Hour
PIECE RATE REQUIREMENTS:	

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STATE:	California
AREA BASED ON:	County/Township
AREA:	SANTA CLARA - SAN JOSE-SUNNYVALE-SANTA CLARA, CA MSA
WAGE SOURCE:	OES
OTHER WAGE SOURCES:	
PREVAILING WAGE:	8.68 per Hour
PIECE RATE REQUIREMENTS:	

STATE:	California
AREA BASED ON:	County/Township
AREA:	MERCED - MERCED, CA MSA
WAGE SOURCE:	OES
OTHER WAGE SOURCES:	
PREVAILING WAGE:	8.61 per Hour
PIECE RATE REQUIREMENTS:	

STATE:	Washington
AREA BASED ON:	County/Township
AREA:	WALLA WALLA - EASTERN WASHINGTON NONMETROPOLITAN AREA
WAGE SOURCE:	OES
OTHER WAGE SOURCES:	
PREVAILING WAGE:	9.02 per Hour
PIECE RATE REQUIREMENTS:	

STATE:	California
AREA BASED ON:	County/Township
AREA:	PLACER - SACRAMENTO--ARDEN-ARCADE--ROSEVILLE, CA MSA
WAGE SOURCE:	OES
OTHER WAGE SOURCES:	
PREVAILING WAGE:	8.62 per Hour
PIECE RATE REQUIREMENTS:	

STATE:	California
AREA BASED ON:	County/Township
AREA:	SAN BENITO - SAN JOSE-SUNNYVALE-SANTA CLARA, CA MSA
WAGE SOURCE:	OES
OTHER WAGE SOURCES:	
PREVAILING WAGE:	8.68 per Hour
PIECE RATE REQUIREMENTS:	

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STATE:	Nevada
AREA BASED ON:	County/Township
AREA:	CLARK - LAS VEGAS-PARADISE, NV MSA
WAGE SOURCE:	OES
OTHER WAGE SOURCES:	
PREVAILING WAGE:	8.15 per Hour
PIECE RATE REQUIREMENTS:	

STATE:	California
AREA BASED ON:	County/Township
AREA:	SOLANO - VALLEJO-FAIRFIELD, CA MSA
WAGE SOURCE:	OES
OTHER WAGE SOURCES:	
PREVAILING WAGE:	8.73 per Hour
PIECE RATE REQUIREMENTS:	

STATE:	Washington
AREA BASED ON:	County/Township
AREA:	BENTON - KENNEWICK-RICHLAND-PASCO, WA MSA
WAGE SOURCE:	OES
OTHER WAGE SOURCES:	
PREVAILING WAGE:	9.21 per Hour
PIECE RATE REQUIREMENTS:	

STATE:	California
AREA BASED ON:	County/Township
AREA:	TULARE - VISALIA-PORTERVILLE, CA MSA
WAGE SOURCE:	OES
OTHER WAGE SOURCES:	
PREVAILING WAGE:	8.77 per Hour
PIECE RATE REQUIREMENTS:	

STATE:	California
AREA BASED ON:	County/Township
AREA:	GLENN - NORTH VALLEY REGION OF CALIFORNIA NONMETROPO ...
WAGE SOURCE:	OES
OTHER WAGE SOURCES:	
PREVAILING WAGE:	8.59 per Hour
PIECE RATE REQUIREMENTS:	

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SECTION E: Additional Worksite Wage Determinations

STATE:	California
AREA BASED ON:	County/Township
AREA:	ORANGE - SANTA ANA-ANAHEIM-IRVINE, CA METROPOLITAN DIVISION
WAGE SOURCE:	OES
OTHER WAGE SOURCES:	
PREVAILING WAGE:	8.90 per Hour
PIECE RATE REQUIREMENTS:	

STATE:	Washington
AREA BASED ON:	County/Township
AREA:	CLARK - PORTLAND-VANCOUVER-BEAVERTON, OR-WA MSA
WAGE SOURCE:	OES
OTHER WAGE SOURCES:	
PREVAILING WAGE:	8.90 per Hour
PIECE RATE REQUIREMENTS:	

STATE:	California
AREA BASED ON:	County/Township
AREA:	BUTTE - CHICO, CA MSA
WAGE SOURCE:	OES
OTHER WAGE SOURCES:	
PREVAILING WAGE:	8.59 per Hour
PIECE RATE REQUIREMENTS:	

STATE:	Washington
AREA BASED ON:	County/Township
AREA:	COWLITZ - LONGVIEW, WA MSA
WAGE SOURCE:	OES
OTHER WAGE SOURCES:	
PREVAILING WAGE:	9.05 per Hour
PIECE RATE REQUIREMENTS:	

STATE:	California
AREA BASED ON:	County/Township
AREA:	FRESNO - FRESNO, CA MSA
WAGE SOURCE:	OES
OTHER WAGE SOURCES:	
PREVAILING WAGE:	8.62 per Hour
PIECE RATE REQUIREMENTS:	

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STATE:	California
AREA BASED ON:	County/Township
AREA:	SAN DIEGO - SAN DIEGO-CARLSBAD-SAN MARCOS, CA MSA
WAGE SOURCE:	OES
OTHER WAGE SOURCES:	
PREVAILING WAGE:	8.67 per Hour
PIECE RATE REQUIREMENTS:	

STATE:	California
AREA BASED ON:	County/Township
AREA:	MENDOCINO - NORTH COAST REGION OF CALIFORNIA NONMETR ...
WAGE SOURCE:	OES
OTHER WAGE SOURCES:	
PREVAILING WAGE:	8.57 per Hour
PIECE RATE REQUIREMENTS:	

STATE:	Washington
AREA BASED ON:	County/Township
AREA:	THURSTON - OLYMPIA, WA MSA
WAGE SOURCE:	OES
OTHER WAGE SOURCES:	
PREVAILING WAGE:	9.02 per Hour
PIECE RATE REQUIREMENTS:	

STATE:	Washington
AREA BASED ON:	County/Township
AREA:	KING - SEATTLE-BELLEVUE-EVERETT, WA METROPOLITAN DIVISION
WAGE SOURCE:	OES
OTHER WAGE SOURCES:	
PREVAILING WAGE:	9.04 per Hour
PIECE RATE REQUIREMENTS:	

STATE:	California
AREA BASED ON:	County/Township
AREA:	SHASTA - REDDING, CA MSA
WAGE SOURCE:	OES
OTHER WAGE SOURCES:	
PREVAILING WAGE:	8.54 per Hour
PIECE RATE REQUIREMENTS:	

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STATE:	Washington
AREA BASED ON:	County/Township
AREA:	SNOHOMISH - SEATTLE-BELLEVUE-EVERETT, WA METROPOLITAN ...
WAGE SOURCE:	OES
OTHER WAGE SOURCES:	
PREVAILING WAGE:	9.04 per Hour
PIECE RATE REQUIREMENTS:	

STATE:	Washington
AREA BASED ON:	County/Township
AREA:	PIERCE - TACOMA, WA METROPOLITAN DIVISION
WAGE SOURCE:	OES
OTHER WAGE SOURCES:	
PREVAILING WAGE:	9.02 per Hour
PIECE RATE REQUIREMENTS:	

STATE:	California
AREA BASED ON:	County/Township
AREA:	MARIN - SAN FRANCISCO-SAN MATEO-REDWOOD CITY, CA METR ...
WAGE SOURCE:	OES
OTHER WAGE SOURCES:	
PREVAILING WAGE:	9.12 per Hour
PIECE RATE REQUIREMENTS:	

STATE:	Oregon
AREA BASED ON:	County/Township
AREA:	LINCOLN - COASTAL OREGON NONMETROPOLITAN AREA
WAGE SOURCE:	OES
OTHER WAGE SOURCES:	
PREVAILING WAGE:	8.94 per Hour
PIECE RATE REQUIREMENTS:	

STATE:	Oregon
AREA BASED ON:	County/Township
AREA:	COOS - COASTAL OREGON NONMETROPOLITAN AREA
WAGE SOURCE:	OES
OTHER WAGE SOURCES:	
PREVAILING WAGE:	8.94 per Hour
PIECE RATE REQUIREMENTS:	

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SECTION E: Additional Worksite Wage Determinations

STATE:	Oregon
AREA BASED ON:	County/Township
AREA:	WASHINGTON - PORTLAND-VANCOUVER-BEAVERTON, OR-WA MSA
WAGE SOURCE:	OES
OTHER WAGE SOURCES:	
PREVAILING WAGE:	8.90 per Hour
PIECE RATE REQUIREMENTS:	

STATE:	California
AREA BASED ON:	County/Township
AREA:	VENTURA - OXNARD-THOUSAND OAKS-VENTURA, CA MSA
WAGE SOURCE:	OES
OTHER WAGE SOURCES:	
PREVAILING WAGE:	8.64 per Hour
PIECE RATE REQUIREMENTS:	

STATE:	California
AREA BASED ON:	County/Township
AREA:	NEVADA - NORTHERN MOUNTAINS REGION OF CALIFORNIA NO ...
WAGE SOURCE:	OES
OTHER WAGE SOURCES:	
PREVAILING WAGE:	8.61 per Hour
PIECE RATE REQUIREMENTS:	

STATE:	Washington
AREA BASED ON:	County/Township
AREA:	LEWIS - SOUTHWESTERN WASHINGTON NONMETROPOLITAN AREA
WAGE SOURCE:	OES
OTHER WAGE SOURCES:	
PREVAILING WAGE:	8.99 per Hour
PIECE RATE REQUIREMENTS:	

STATE:	Idaho
AREA BASED ON:	County/Township
AREA:	ADA - BOISE CITY-NAMPA, ID MSA
WAGE SOURCE:	OES
OTHER WAGE SOURCES:	
PREVAILING WAGE:	8.10 per Hour
PIECE RATE REQUIREMENTS:	

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SECTION E: Additional Worksite Wage Determinations

STATE:	California
AREA BASED ON:	County/Township
AREA:	INYO - EASTERN SIERRA REGION OF CALIFORNIA NONMETROPO ...
WAGE SOURCE:	OES
OTHER WAGE SOURCES:	
PREVAILING WAGE:	8.62 per Hour
PIECE RATE REQUIREMENTS:	

STATE:	Idaho
AREA BASED ON:	County/Township
AREA:	BINGHAM - EAST IDAHO NONMETROPOLITAN AREA
WAGE SOURCE:	OES
OTHER WAGE SOURCES:	
PREVAILING WAGE:	8.09 per Hour
PIECE RATE REQUIREMENTS:	

STATE:	California
AREA BASED ON:	County/Township
AREA:	KERN - BAKERSFIELD, CA MSA
WAGE SOURCE:	OES
OTHER WAGE SOURCES:	
PREVAILING WAGE:	8.52 per Hour
PIECE RATE REQUIREMENTS:	

OMB Approval: 1205-0509
Expiration Date: *10/31/2015*

H-2B Application for Temporary Employment Certification
Form ETA-9142B – General Instructions
U.S. Department of Labor

IMPORTANT: Please read these instructions carefully before completing the Form ETA-9142B –Application for Temporary Employment Certification. These instructions contain full explanations of the questions and attestations that make up the Form ETA-9142B. ***In accordance with Federal Regulations, incomplete or obviously inaccurate applications will not be certified by the Department of Labor. If you need additional room to complete an answer, please begin the answer in the space provided and attach an addendum to the relevant section and item identifying each clearly, ALL required items must be completed as well as any fields/items where a response is conditioned on the response to another required field/item.***

Anyone, who knowingly and willingly furnishes any false information in the preparation of Form ETA-9142B and any supporting documentation, or aids, abets, or counsels another to do so is committing a federal offense, punishable by fine or imprisonment up to five years or both (18 U.S.C. §§ 2, 1001). Other penalties apply as well to fraud or misuse of this immigration document and to perjury with respect to this form (18 U.S.C. §§ 1546, 1621).

Public Burden Statement *(1205-0509)*

Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. Public reporting burden for this collection of information is estimated to average 1 hour to complete the form, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The obligation to respond to this data collection is required to obtain/retain benefits (Immigration and Nationality Act, 8 U.S.C. 1101, et seq.). Please send comments regarding this burden estimate or any other aspect of this information collection to the Office of Foreign Labor Certification * U.S. Department of Labor * Room C4312 * 200 Constitution Ave., NW, * Washington, DC * 20210. **Please do not send the completed application to this address.**

Section A
Employment - Based Nonimmigrant Visa Information

1. Enter the following classification symbol to indicate the type of visa supported by this application: "**H-2B**".

Section B
Temporary Need Information

1. Enter the title of the job opportunity for which the application for temporary employment certification is being sought by the employer.

2. Enter the six or eight-digit Standard Occupational Classification (SOC)/Occupational Network (O*NET) code for the occupation, which most clearly describes the work to be performed. For example, the six-digit SOC code for a fruit or vegetable harvester or orchard worker is 45-2092.02 (Farmworkers and Laborers, Crop).

3. Enter the occupational title associated with the SOC/O*NET (OES) code. For example, the occupational title associated with SOC/O*NET code 45-2092.02 is "Farmworkers and Laborers, Crop".

4. Enter whether this position is full-time by indicating "Yes" or "No". Although there is no regulatory definition for full-time employment, the Department generally considers 35 hours per week as the distinction point between full-time and part-time.

5. Enter the beginning date for the worker's period of employment. Use a month/day/full year (MM/DD/YYYY) format.

6. Enter the end date for the worker's period of employment. Use a month/day/full year (MM/DD/YYYY) format.

7. The collection of this item contains two parts. First, enter the number of workers being requested for certification. Second, use collection items (a) through (f) to enter the number of workers in each applicable category based on the answer to the first part of this item. Every box MUST be filled. If the employer has no workers in a particular category, please indicate "0 (zero)."

8. Mark the appropriate box to indicate the nature of the employer's temporary need for the services or labor to be performed. Only one standard of temporary need may be selected. The following definitions generally apply to temporary agricultural and non-agricultural work:

Butler's Exh. 6, p. 001

Butler 01866

AR - 1475

Seasonal Need: The employer must establish that the services or labor is traditionally tied to a season of the year by an event or pattern and is of a recurring nature. The employer shall specify the period(s) of time during each year in which it does not need the services or labor. The employment is not seasonal if the period during which the services or labor is not needed is unpredictable or subject to change or is considered a vacation period for the employer's permanent employees.

Peakload Need: The employer must establish that (1) it regularly employs permanent workers to perform the services or labor at the place of employment and that it needs to supplement its permanent staff at the place of employment on a temporary basis due to a seasonal or short-term demand, and (2) the temporary additions to staff will not become a part of the employer's regular operation.

One-Time Occurrence: The employer must establish that either (1) it has not employed workers to perform the services or labor in the past and that it will not need workers to perform the services or labor in the future, or (2) it has an employment situation that is otherwise permanent, but a temporary event of short duration has created the need for a temporary worker(s).

Intermittent or Other Temporary Need: The employer must establish that it has not employed permanent or full-time workers to perform the services or labor, but occasionally or intermittently needs temporary workers to perform services or labor for short periods.

9. Provide a statement clearly describing the employer's temporary need for the services or labor to be performed. The employer's statement must explain (a) the nature of the employer's business or operations, (b) why the job opportunity and number of workers being requested for certification reflect a temporary need, and (c) how the employer's request for the services or labor to be performed meets the chosen standard under Question 8 of a seasonal, peakload, one-time occurrence, or an intermittent basis.

Section C
Employer Information

1. Enter the full name of the individual employer, joint employer, job contractor, partnership, corporation, i.e. the employer filing this application. The employer's full legal name is the exact name of the individual, corporation, LLC, partnership, or other organization that is reported to the Internal Revenue Service.

2. Enter the full trade name or "Doing Business As" (DBA) name, if applicable, of the business, person, association, firm, corporation, or organization, i.e., the employer filing this application.

3. Enter the street address of the employer's principal place of business.

4. If additional space is needed for the street address, use this line to complete the employer's street address.

5. Enter the city of the employer's principal place of business. If the city and country are the same, the name must still be entered in both fields.

6. Enter the state of the employer's principal place of business.

7. Enter the postal (zip) code of the employer's principal place of business.

8. Enter the country of the employer's principal place of business. If the city and country are the same, the name must still be entered in both fields.

9. Enter the province of the employer's principal place of business, if applicable.

10. Enter the area code and telephone number for the employer's principal place of business. Include country code, if applicable.

11. Enter the extension of the telephone number for the employer's principal place of business, if applicable.

Butler's Exh. 6, p. 002

Butler 01867

AR - 1476

H-2B Application for Temporary Employment Certification
Form ETA-9142B – General Instructions
U.S. Department of Labor

12. Enter the nine-digit Federal Employer identification Number (FEIN) as assigned by the IRS. Do not enter a social security number.

    Note: All employers, including private households, MUST obtain an FEIN from the IRS before completing this application. Information on obtaining an FEIN can be found at www.IRS.gov.

13. Enter the four to six-digit North American Industry Classification System (NAICS) code that best describes the employer's business, not the alien's job. A listing of NAICS codes can be found at http://www.census.gov/epcd/www/naics.html.

14. Mark the appropriate to indicate the type of application being filed for temporary employment certification. Only one application type may be selected.

15. Enter the employer's total annual receipts of the last complete fiscal year.

16. Enter the year the employer's business was established under the current FEIN number.

17. Mark the appropriate to indicate the type of application being filed for temporary employment certification. Only one application type can be selected.

Section D
Employer Point of Contact Information

An employer point of contact is an employee of the employer whose position authorizes the employee to provide information and supporting documentation concerning this Application for Temporary Employment Certification and to communicate with the Department of Labor on behalf of the employer. The employer point of contact should be the individual most familiar with the content of this application and circumstances of the foreign worker's employment.

Note: The employer point of contact information in this Section, specifically the name, telephone number, and email address, must be different from the attorney/agent information listed in Section E, unless the attorney is an employee of the employer.

1. Enter the last (family) name of the employer's point of contact.

2. Enter the first (given) name of the employer's point of contact.

3. Enter the middle name of the employer's point of contact.

4. Enter the job title of the employer's point of contact.

5. Enter the business street address for the employer's point of contact.

6. If additional space is needed for the street address, use this line to complete the street address.

7. Enter the city of the employer's point of contact. If the city and country are the same, the name must still be entered in both fields.

8. Enter the state of the employer's point of contact.

9. Enter the postal (zip) code of the employer's point of contact.

10. Enter the country of the employer's point of contact. If the city and country are the same, the name must still be entered in both fields.

11. Enter the province of the employer's point of contact, if applicable.

12. Enter the area code and business telephone number of the employer's point of contact. Include country code, if applicable.

13. Enter the extension of the telephone number of the employer's point of contact, if applicable.

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14. Enter the business e-mail address of the employer's point of contact in the format name@emailaddress.top-level domain.

Section E
Attorney or Agent Information (if applicable)

Note: The attorney/agent information in this Section, specifically the name, telephone number, and email address, must be different from the employer's point of contact information in Section D, unless the attorney is an employee of the employer.

1. Identify whether the employer is represented by an attorney or agent in the process of filing this application. Only mark one box. If "Yes", complete the remainder of Section E. If "No" in question 1, skip questions 2 to 19 and continue to Section F.
2. Enter the last (family) name of the attorney/agent.
3. Enter the first (given) name of the attorney/agent.
4. Enter the middle name of the attorney/agent.
5. Enter the street address of the attorney/agent.
6. If additional space is needed for the street address, use this line to complete the attorney/agent's street address.
7. Enter the city of the attorney/agent. If the city and country are the same, the name must still be entered in both fields.
8. Enter the state of the attorney/agent.
9. Enter the postal (zip) code of the attorney/agent.
10. Enter the country of the attorney/agent. If the city and country are the same, the name must still be entered in both fields.
11. Enter the province of the attorney/agent, if applicable.
12. Enter the area code and telephone number of the attorney/agent. Include country code, if applicable.
13. Enter the extension of the telephone number of the attorney/agent, if applicable.
14. Enter the e-mail address of the attorney/agent in the format name@emailaddress.top-level domain.
15. Enter the attorney/agent's law firm or business name.
16. Enter the attorney/agent's law firm or business nine-digit FEIN as assigned by the IRS.
17. Enter the attorney's state Bar number. If the attorney is licensed in more than one state, enter only one state Bar number. If submitting this form electronically and the attorney is licensed in a state which does not issue state Bar numbers, leave the field blank and once confirmed it will be automatically pre-populated with "N/A."

Note: The answers to questions 18 and 19 below should correspond to the same state for which a Bar number was provided in question 17, if any.

18. Enter the state of the highest court where the attorney is in good standing.
19. Enter the name of the highest court in the state where the attorney is in good standing.

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OMB Approval: 1205-0509
Expiration Date: *10/31/2015*

H-2B Application for Temporary Employment Certification
Form ETA-9142B – General Instructions
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Section F
Job Offer Information

a. Job Description

1. Enter the same job title as the one entered under Section B question 1.

2. Enter the basic hours of work required per week and overtime hours per week in accordance with State and Federal law for the work and area of employment.

3. Enter the daily work schedule for the job opportunity (e.g., 9 a.m. to 5 p.m., 7 a.m. to 11 a.m. and 4 p.m. to 8 p. m.).

4. Mark "Yes" or "No" as to whether the job opportunity supervises the work of other employees.

5. If "Yes" is marked in question 4, enter the total number of employees the job opportunity will supervise .

6. Describe the job duties, in detail, to be performed by any worker filling the job opportunity. Specify any equipment to be used and pertinent working conditions.

b. Minimum Requirements

1. Identify whether the minimum U.S. diploma or degree required by the employer for the job opportunity is none, high school/GED, Associates, Bachelor's, Master's, Doctorate, or Other. Only mark one box.

1a.. If "Other" in question 1, enter the specific U.S. diploma or degree required. (Example: JD, MD, DDS, etc.). If the answer to question 1 is not "Other," enter "N/A."

1b. Enter the major(s) and/or field(s) of study required by the employer for the job opportunity. You may list more than one field and/or more than one related major. If the answer to question 1 is "None" or "High School", enter "N/A."

2. If the employer requires a second U.S. diploma or degree for the job opportunity, mark "Yes." Otherwise, mark "No."

2a. If "Yes" in question 2, enter the specific second U.S. diploma or degree required. If the answer to question 2 is "No", enter "N/A."

3. If the employer requires training for the job opportunity, mark "Yes." Otherwise, mark "No." Training may include, but is not limited to: programs, coursework, or training experience (other than employment). When answering this question, do not duplicate requirements – the training required should not be counted as education or experience required.

3a. If "Yes" in question 3, enter the number of months of training required by the employer for the job opportunity. If the answer to question 3 is "No", enter "0" (zero). When answering this question, do not duplicate time requirements – the training time required should not be counted as (added to) education or experience time required.

3b. If "Yes" in question 3, enter the field(s) and/or name(s) of the training required by the employer for the job opportunity. You may list more than one field and/or more than one name. If the answer to question 3 is "No", enter "N/A."

4. If the employer requires employment experience, mark "Yes." Otherwise, mark "No."

4a. If "Yes" in question 4, enter the number of months of experience required by the employer. If the answer to question 4 is "No", enter "0" (zero).

4b. If "Yes" in question 4, enter the occupation in which experience is required by the employer for the job opportunity. If the answer to question 4 is "No", enter "N/A."

5. Enter the job related special requirements. Examples are shorthand and typing speeds, specific foreign language proficiency, test results. Document business necessity for a foreign language requirement.

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Section F
Job Offer Information *(continued)*

c. Place of Employment

It is important for the employer to define the area of intended employment with as much geographic specificity as possible. This information is used for purposes of reviewing and verifying regulatory compliance with advertising, positive recruitment requirements, and prevailing wage determinations.

Important Note: For farm labor or job contractors filing under the H-2A or H-2B visa programs where multiple worksites are involved or where special procedures apply, submit a separate attachment identifying, by business name and address, all physical locations where the services or labor is expected to be performed. Enter the address of the first worksite location on the form using questions 1 through 7, and then use question 7-A to identify the business name for the first worksite location and write the words "See attached worksites".

1. Enter the street address of the worksite location identified in item 1, where work will be performed. The worksite address must be a physical location and cannot be a P.O. Box.

2. If additional space is needed for the street address, use this line. If no additional space is needed, enter "N/A."

3. Enter the city of the worksite location.

4. Enter the county of the worksite location.

5. Enter the state/district/territory of the worksite location.

6. Enter the postal (zip) code of the worksite location.

7. If work will be performed in location(s) other than the address listed in questions 1-6 above, mark "Yes" and complete question 7a. If work will not be performed in location(s) other than the address listed in questions 1-6 above, mark "No.

7a. If "Yes" in question 7, identify the geographic place(s) of employment with as much specificity as possible, such as the Metropolitan Statistical Areas (MSAs) or the city(ies)/township(s)/county(ies) and the corresponding state(s) where work will be performed. The employer must provide enough geographic detail to cover all the worksite locations of intended employment.

Section G
Rate of Pay

1. Enter the rate of pay to be paid to the nonimmigrant workers. If the wage offer is expressed as a range, enter the bottom of the wage range to be paid.

   Enter the top of the wage range to be paid to the nonimmigrant workers in the section indicating "To (Optional)."

1a. Enter the rate of overtime pay, if applicable, to be paid to the nonimmigrant workers. If the wage offer is expressed as a range, enter the bottom of the wage range to be paid.

   Enter the top of the wage range to be paid to the nonimmigrant workers in the section indicating "To (Optional)."

2. Enter whether the rate of pay is in terms of per year, month, two weeks, week or hour in the section indicating "Rate is Per." Mark only one box.

2a. If the answer to question 2 is "Piece Rate", enter the wage offer requirements. Describe the unit size that governs how the piece rate is paid, such as tree size/spacing, weight/size/number of boxes picked/packed, dimensions of bags or boxes filled. For example: 5/8 bushel, 90 pound bag or box, 10 box bin.

3. Enter any additional wage information covered by the job opportunity and the anticipated area(s) of intended employment (e.g., itinerant work, multi-state worksite locations). In order to expedite the application review process, employers are **strongly encouraged** to list all valid prevailing wage determinations received by the OFLC National Processing Center

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(NPC) in support of the application as well as all corresponding wage offers.

Section H
Recruitment Information

Important Note: Employers are no longer required to Complete Section H of the ETA Form 9142. Under the new 2015 H-2B Interim Final Rule, the employer will be required to conduct positive recruitment of U.S. workers after your H-2B application is submitted to the Department for processing. Please continue to Section I.

1. Enter the name of the State Workforce Agency which received the job offer from the employer and placed a job order on its active file for recruitment of U.S. workers.

2. Enter the unique job order number provided by the State Workforce Agency.

2-A Enter the start date of the SWA job order. Use a month/day/full year (MM/DD/YYYY) format.

2-B Enter the end date of the SWA job order. Use a month/day/full year (MM/DD/YYYY) format. H-2A applicants must enter the date that is the midpoint of the contract period, which reflects the end of the 50% rule period as described in 20 CFR 655.135(d).

3. Mark "Yes" or "No" whether there is a Sunday edition of a newspaper (of general circulation) in the area of intended employment.

   Note: Only if the job opportunity is located in a rural area of intended employment that does not have a newspaper that publishes a Sunday edition, is the employer permitted to use the newspaper edition with the widest circulation in the area of intended employment, and not a Sunday edition.

4. Enter the name of the newspaper of general circulation or other publication in which the H-2B employer placed an advertisement for the job opportunity. H-2A employers enter "N/A."

   For the named newspaper/publication, enter the start and end dates in which the newspaper advertisement referenced was printed. Use a month/day/full year (MM/DD/YYYY) format. If the newspaper advertisement or publication took place on 1 day, then enter the same date in the "From:" and "To:".

5. H-2B employers enter the name of the newspaper of general circulation or other publication in which the employer placed an advertisement for the job opportunity. H-2A employers enter "N/A."

   For the named newspaper/publication, enter the start and end dates in which the newspaper advertisement referenced was printed. Use a month/day/full year (MM/DD/YYYY) format. If the newspaper advertisement or publication took place on 1 day, then enter the same date in the "From:" and "To:".

6. H-2B employers describe other efforts to positively recruit U.S. workers for the job opportunity. For each positive recruitment activity, identify the type or source of recruitment (e.g., additional SWA job orders, out-of-state newspaper, contact with former employees) and the date(s) on which the recruitment was conducted. H-2A employers enter "N/A."

Section I
Declaration of Employer and Attorney/Agent

Employer must read and agree to all the applicable terms, assurances, and obligations as a condition for receiving a temporary labor certification from the U.S. Department of Labor. Mark "Yes" or "No" to confirm that Appendix B is complete and is being submitted with the filing of this application.

Section J
Preparer

This section must be completed if the preparer of this application is a person other than the one identified in either Section D (employer point of contact) or E (attorney or agent) of this application.

1. Enter the last (family) name of the person preparing this application by or on behalf of the employer.

2. Enter the first (given) name of the person preparing this application by or on behalf of the employer.

Butler's Exh. 6, p. 007

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3. If applicable, enter the middle name of the person with preparing this application by or on behalf of the employer.
4. Enter the job title of the person who prepared the application.
5. Enter the Firm/Business name of the person with preparing this application by or on behalf of the employer.
6. Enter the email address of the person with preparing this application by or on behalf of the employer. Format must be in the format name@emailaddress.top-level domain.

Section K
U.S. Government Agency User ONLY

Read this section. No entries required.

Public Burden Statement *Control Number 1205-NEW1*

Please read this disclosure. No entries are required.

APPENDIX B

Employer and Attorney/Agent Declarations for H-2B Employers

A. Attorney/Agent Declaration

1. Enter the last (family) name of the attorney/agent representing the employer in the filing of this application.
2. Enter the first (given) name of the attorney/agent representing the employer in the filing of this application.
3. Enter the middle initial of the attorney/agent representing the employer in the filing of this application.
4. Enter the Firm/Business name of the attorney/agent representing the employer in the filing of this application.
5. Enter the email address of the attorney/agent representing the employer in the filing of this application. Format must be in the format name@emailaddress.top-level domain.
6. The attorney/agent must sign the application. Read the entire application and verify all contained information prior to signing.
7. The attorney/agent must date the application. Use a month/day/full year (MM/DD/YYYY) format.

B. Employer Declaration

1. Enter the last (family) name of the person with authority to sign on behalf of the employer.
2. Enter the first (given) name of the person with authority to sign on behalf of the employer.
3. Enter the middle name of the person with authority to sign on behalf of the employer.
4. Enter the job title of the person with authority to sign on behalf of the employer.
5. The person with authority to sign on behalf of the employer must sign the application. Read the entire application and verify all contained information prior to signing.
6. The person with authority to sign on behalf of the employer must date the application. Use a month/day/full year (MM/DD/YYYY) format.

Important Note: The footer in Appendix B is to be completed by the employer upon certification of its ETA Form 9142B

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JKJ WORKFORCE AGENCY, INC

LABOR SOLUTIONS THAT WORK!!

H2B CONSULTANT AND FACILITATOR

November 7, 2012

U.S. Department of Labor
Office of Foreign Labor Certification
ETA - Chicago National Processing Center
11 West Quincy Court
Chicago, IL 60604-2105
Phone: 312-886-8000 - Fax: 312-353-8830

Re: 9142 and 9142 Appendix B.1, Application for Temporary Employment Certification
Employer: Butler Amusements, Inc.

Dear Sir/Madam:

In regard to the above captioned matter, please find enclosed the following documents and supporting information.

1. Original ETA Form 9142, 9142 Appendix B.1, and 9142 Addendum, Application for Temporary Employment Classification for Butler Amusements, Inc., a Traveling Carnival Operator.

2. Original itinerary for the dates requested under this ETA Form 9142, as this is a mobile entertainment employer.

3. Pursuant to current USDOL H-2B regulations for the entertainment industry, please also take note that this job offer was both posted with the SWA for the required 10 day period with advertising published in the local newspaper of general circulation serving the area of intended employment as specified in 20 CFR 655.15(f) on 2 separate days, one of which was a Sunday Advertisement.

4. Original letter from the employer with details on their recruitment results.

5. Also attached is a statement from the employer, detailing their business history, products and services, schedule of operation and explanation of the employers seasonal temporary need for these foreign workers.

The employer's need is for 250 temporary positions, 4 US workers were hired as a result of the recruitment process, leaving 246 total worker positions being requested for

JKJ WORKFORCE AGENCY, INC
LABOR SOLUTIONS THAT WORK!!

H2B CONSULTANT AND FACILITATOR
3277 FM 906
ROCKWALL, TX 75087
PHONE 956-748-0550
FAX 956-748-0553

certification. The intention of the employer is to file for new employment for all positions certified by the USDOL as per (B)(7). If the Certification is approved after all of the available visas are allocated by USCIS, the employer would attempt to locate in status H-2b workers who would be available for (B)(7)(c) Change in employer.

Accordingly, I ask for your prompt review of this information and request issuance of Temporary Employment Certification.

Sincerely,

James K. Judkins
JKJ Workforce Agency

OMB Approval: 1205-0466
Expiration Date: 11/30/2012

Application for Temporary Employment Certification
ETA Form 9142
U.S. Department of Labor

Please read and review the filing instructions carefully before completing the ETA Form 9142. A copy of the instructions can be found at http://www.foreignlaborcert.doleta.gov/. In accordance with Federal Regulations, incomplete or obviously inaccurate applications will not be certified by the Department of Labor. If submitting this form non-electronically, ALL required fields/items containing an asterisk (*) must be completed as well as any fields/items where a response is conditional as indicated by the section (§) symbol.

A. Employment-Based Nonimmigrant Visa Information

1. Indicate the type of visa classification supported by this application *(Write classification symbol)*: *	H-2B

B. Temporary Need Information

1. Job Title * Amusement and Recreation Attendants - Traveling Ca

2. SOC (ONET/OES) code *	3. SOC (ONET/OES) occupation title *
39-3091	Amusement and Recreation Attendants

4. Is this a full-time position? * ☑ Yes ☐ No

Period of Intended Employment

5. Begin Date * (mm/dd/yyyy) 02/01/2013

6. End Date * (mm/dd/yyyy) 10/31/2013

7. Worker positions needed/basis for the visa classification supported by this application

246 **Total** Worker Positions Being Requested for Certification *

Basis for the visa classification supported by this application
(indicate the total workers in each applicable category based on the total workers identified above)

246	a. New employment *	0	d. New concurrent employment *
0	b. Continuation of previously approved employment * without change with the same employer	0	e. Change in employer *
0	c. Change in previously approved employment *	0	f. Amended petition *

8. Nature of Temporary Need: (Choose only one of the standards) *

☑ Seasonal ☐ Peakload ☐ One-Time Occurrence ☐ Intermittent or Other Temporary Need

9. Statement of Temporary Need *

SEE ADDENDUM

OFFICIAL DOL GOVERNMENT DOCUMENT

Case Number: H-400-12313-874905 Case Status: In Process Validity Period: to

OMB Approval: 1205-0466
Expiration Date: 11/30/2012

Application for Temporary Employment Certification
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C. Employer Information

Important Note: Enter the full name of the individual employer, partnership, or corporation and all other required information in this section. For joint employer or master applications filed on behalf of more than one employer under the H-2A program, identify the main or primary employer in the section below and then submit a separate attachment that identifies each employer, by name, mailing address, and total worker positions needed, under the application.

1. Legal business name * BUTLER AMUSEMENTS, INC		
2. Trade name/Doing Business As (DBA), if applicable N/A		
3. Address 1 * 3003 SW 153RD DR STE 205		
4. Address 2 N/A		
5. City * BEAVERTON	6. State * OR	7. Postal code * 97006
8. Country * UNITED STATES OF AMERICA	9. Province N/A	
10. Telephone number * 408-210-6653	11. Extension N/A	
12. Federal Employer Identification Number (FEIN from IRS) * 770014796	13. NAICS code (must be at least 4-digits) * 713990	
14. Number of non-family full-time equivalent employees 500	15. Annual gross revenue $32,000,000.00	16. Year established 1969

17.. Type of employer application (choose only one box below) *

- [x] Individual Employer
- [ ] H-2A Labor Contractor or Job Contractor
- [ ] Association – Sole Employer (H-2A only)
- [ ] Association – Joint Employer (H-2A only)
- [ ] Association – Filing as Agent (H-2A only)

D. Employer Point of Contact Information

Important Note: The information contained in this Section must be that of an employee of the employer who is authorized to act on behalf of the employer in labor certification matters. The information in this Section must be different from the agent or attorney information listed in Section E, unless the attorney is an employee of the employer. For joint employer or master applications filed on behalf of more than one employer under the H-2A program, enter only the contact information for the main or primary employer (e.g., contact for an association filing as joint employer) under the application.

1. Contact's last (family) name * BRAJEVICH	2. First (given) name * MICHAEL	3. Middle name(s) * N/A	
4. Contact's job title * CEO			
5. Address 1 * 3003 SW 153RD DR STE 205			
6. Address 2 N/A			
7. City * BEAVERTON		8. State * OR	9. Postal code * 97006
10. Country * UNITED STATES OF AMERICA		11. Province N/A	
12. Telephone number * 408-210-6653	13. Extension N/A	14. E-Mail address MICKBRAJEVICH@AOL.COM	

OMB Approval: 1205-0466
Expiration Date: 11/30/2012

Application for Temporary Employment Certification
ETA Form 9142
U.S. Department of Labor

E. Attorney or Agent Information (If applicable)

1. Is/are the employer(s) represented by an attorney or agent in the filing of this application (including associations acting as agent under the H-2A program)? If "Yes", complete Section E. *			☑ Yes ☐ No
2. Attorney or Agent's last (family) name §	3. First (given) name §	4. Middle name(s) §	
Judkins	James	K	
5. Address 1 §			
32775 FM 106			
6. Address 2			
N/A			
7. City §	8. State §	9. Postal code §	
Rio Hondo	TX	78583	
10. Country §	11. Province		
UNITED STATES OF AMERICA	N/A		
12. Telephone number §	13. Extension	14. E-Mail address	
956-748-0550	N/A	carnival.workforce@gmail.com	
15. Law firm/Business name §		16. Law firm/Business FEIN §	
JKJ Workforce Agency, Inc.		841626921	
17. State Bar number (only if attorney) §		18. State of highest court where attorney is in good standing (only if attorney) §	
N/A		N/A	
19. Name of the highest court where attorney is in good standing (only if attorney) §			
N/A			

F. Job Offer Information

a. Job Description

1. Job Title *		
Amusement and Recreation Attendants - Traveling Ca		
2. Number of hours of work per week	3. Hourly Work Schedule *	
Basic *: 40 Overtime: 0	A.M. (h:mm): 1 : 00	P.M. (h:mm): 10 : 00
4. Does this position supervise the work of other employees? * ☐ Yes ☑ No	4a. If yes, number of employees worker will supervise (if applicable) § N/A	

5. Job duties – A description of the duties to be performed **MUST** begin in this space. If necessary, add attachment to continue and complete description. *

Perform variety of attending duties at amusement facility (traveling carnival). Set-up, tear-down, operate amusement rides, food concessions and/or games.

CERTIFICATION DOCUMENT

Application for Temporary Employment Certification
ETA Form 9142
U.S. Department of Labor

F. Job Offer Information *(continued)*

b. Minimum Job Requirements

1. Education: minimum U.S. diploma/degree required *

☑ None ☐ High School/GED ☐ Associate's ☐ Bachelor's ☐ Master's ☐ Doctorate (PhD) ☐ Other degree (JD, MD, etc.)

1a. If "Other degree" in question 1, specify the diploma/ degree required §	1b. Indicate the major(s) and/or field(s) of study required § (May list more than one related major and more than one field)
N/A	N/A

2. Does the employer require a second U.S. diploma/degree? *	☐ Yes ☑ No
2a. If "Yes" in question 2, indicate the second U.S. diploma/degree and the major(s) and/or field(s) of study required §	
N/A	
3. Is training for the job opportunity required? *	☐ Yes ☑ No

3a. If "Yes" in question 3, specify the number of months of training required §	3b. Indicate the field(s)/name(s) of training required § (May list more than one related field and more than one type)
N/A	N/A

4. Is employment experience required? *	☐ Yes ☑ No

4a. If "Yes" in question 4, specify the number of months of experience required §	4b. Indicate the occupation required §
N/A	N/A

5. Special Requirements - List specific skills, licenses/certifications, and requirements of the job opportunity. *

No special skills, licenses/certifications for this employment. However, these employees come into contact with children at our entertainment events and our company policy, local sponsor policy and common practice mean that the applicants must be able to pass post-employment drug and background checks in regards to Megan's Law, Felonys and Convictions that would require the employee to register as a sexual offender or predator.

c. Place of Employment Information

1. Worksite address 1 *
1301 South Fair Avenue

2. Address 2
N/A

3. City *	4. County *
Yakima	Yakima County
5. State/District/Territory *	6. Postal code *
WA	98901
7. Will work be performed in multiple worksites within an area of intended employment or a location(s) other than the address listed above? *	☑ Yes ☐ No

7a. If Yes in question 7, identify the geographic place(s) of employment with as much specificity as possible. If necessary, submit an attachment to continue and complete a listing of all anticipated worksites. §

SEE ADDENDUM FOR ADDITIONAL WORKSITE FOR PLACE OF EMPLOYMENT

Butler's Exh. 7, p. 006 Butler 01265

Application for Temporary Employment Certification
ETA Form 9142
U.S. Department of Labor

G. Rate of Pay

1. Basic Rate of Pay Offered *	1a. Overtime Rate of Pay *(if applicable)* §
From: $ 323 . 60 To (Optional): $ 368 . 40	From: $ N/A . N/A To (Optional): $ N/A . N/A

2. Per: (Choose only one) * ☐ Hour ☑ Week ☐ Bi-Weekly ☐ Month ☐ Year ☐ Piece Rate

2a. If Piece Rate is indicated in question 2, specify the wage offer requirements: §
N/A

3. Additional Wage Information (e.g., multiple worksite applications, itinerant work, or other special procedures). If necessary, add attachment to continue and complete description. §
FLSA exemption 13(a)(3) applies to this employer in State and Local venues that respect the FLSA exemption 13 (a)(3).

Employer follows prevailing practices for the Traveling Amusement Industry in regards to housing, transportation and weekly salary for workers.

H. Recruitment Information

1. Name of State Workforce Agency (SWA) serving the area of intended employment *
Washington State WorkSource

2. SWA job order identification number *	2a. Start date of SWA job order *	2b. End date of SWA job order * (In H-2A this date is 50% of contract period)
WS413925495	10/18/2012	10/28/2012

3. Is there a Sunday edition of a newspaper (of general circulation) in the area of intended employment? * ☑ Yes ☐ No

Name of Newspaper/Publication *(in area of intended employment for H-2B only)* *	Dates of Print Advertisement §	
4. Yakima Herald Republic	From: 10/21/2012	To: 10/21/2012
5. Yakima Herald Republic	From: 10/24/2012	To: 10/24/2012

6. Additional Recruitment Activities for H-2B program. Use the space below to identify the type(s) or source(s) of recruitment, geographic location(s) of recruitment, and the date(s) on which recruitment was conducted. If necessary, add attachment to continue and complete description. *
Employer recruits workers by:
Contacting local recruitment agencies for "spot help" to fill in at specific locations.
Posting Help Wanted Signs at all events.

Butler's Exh. 7, p. 007 Butler 01266

OMB Approval: 1205-0466
Expiration Date: 11/30/2012

Application for Temporary Employment Certification
ETA Form 9142
U.S. Department of Labor

I. Declaration of Employer and Attorney/Agent

In accordance with Federal regulations, the employer must attest that it will abide by certain terms, assurances and obligations as a condition for receiving a temporary labor certification from the U.S. Department of Labor. Applications that fail to attach Appendix A.2 or Appendix B.1 will be considered incomplete and not accepted for processing by the ETA application processing center.

1. For H-2A Applications ONLY, please confirm that you have read and agree to all the applicable terms, assurances and obligations contained in **Appendix A.2.** §	☐ Yes ☐ No ☐ N/A
2. For H-2B Applications ONLY, please confirm that you have read and agree to all the applicable terms, assurances and obligations contained in **Appendix B.1.** §	☑ Yes ☐ No ☐ N/A

J. Preparer

Complete this section if the preparer of this application is a person other than the one identified in either Section D (employer point of contact) or E (attorney or agent) of this application.

1. Last (family) name §	2. First (given) name §	3. Middle initial §
N/A	N/A	N/A
4. Job Title § N/A		
5. Firm/Business name § N/A		
6. E-Mail address § N/A		

K. U.S. Government Agency Use (ONLY)

Pursuant to the provisions of Section 101 (a)(15)(h)(ii) of the Immigration and Nationality Act, as amended, I hereby certify that there are not sufficient U.S. workers available and the employment of the above will not adversely affect the wages and working conditions of workers in the U.S. similarly employed. By virtue of the signature below, the Department of Labor hereby acknowledges the following:

This certification is valid from N/A to N/A.

Department of Labor, Office of Foreign Labor Certification	N/A Determination Date (date signed)
N/A Case number	N/A Case Status

L. OMB Paperwork Reduction Act *(1205-0466)*

Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. Respondent's reply to these reporting requirements is mandatory to obtain the benefits of temporary employment certification (Immigration and Nationality Act, Section 101 (a)(15)(H)(ii)). Public reporting burden for this collection of information is estimated to average 1 hour per response for H-2A and 2 hours 45 minutes for H-2B, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate to the Office of Foreign Labor Certification * U.S. Department of Labor * Room C4312 * 200 Constitution Ave., NW * Washington, DC * 20210. **Do NOT send the completed application to this address.**

NOT AN OFFICIAL DOL LABOR CERTIFICATION DOCUMENT

OMB Approval: 1205-0466
Expiration Date: 10/31/2012

Application for Temporary Employment Certification
ETA Form 9142
U.S. Department of Labor

ADDENDUM

ADDENDUM SECTION F.c.7: Additional Worksites

1. California County/Township MERCED - MERCED, CA MSA 2. California County/Township KERN - BAKERSFIELD, CA MSA 3. California County/Township ALAMEDA - OAKLAND-FREMONT-HAYWARD, CA METROPOLITAN DIVISION 4. California County/Township STANISLAUS - MODESTO, CA MSA 5. California County/Township SANTA CLARA - SAN JOSE-SUNNYVALE-SANTA CLARA, CA MSA 6. California County/Township FRESNO - FRESNO, CA MSA 7. Washington County/Township YAKIMA - YAKIMA, WA MSA 8. California County/Township KERN - BAKERSFIELD, CA MSA 9. California County/Township SAN JOAQUIN - STOCKTON, CA MSA 10. Nevada County/Township CLARK - LAS VEGAS-PARADISE, NV MSA 11. Washington County/Township SPOKANE - SPOKANE, WA MSA 12. Idaho County/Township BINGHAM - EAST IDAHO NONMETROPOLITAN AREA 13. California County/Township INYO - EASTERN SIERRA REGION OF CALIFORNIA NONMETROPOLITAN AREA 14. Washington County/Township SNOHOMISH - SEATTLE-BELLEVUE-EVERETT, WA METROPOLITAN DIVISION 15. Idaho County/Township ADA - BOISE CITY-NAMPA, ID MSA 16. Washington County/Township LEWIS - SOUTHWESTERN WASHINGTON NONMETROPOLITAN AREA 17. California County/Township NEVADA - NORTHERN MOUNTAINS REGION OF CALIFORNIA NONMETROPOLITAN AREA 18. Washington County/Township CLARK - PORTLAND-VANCOUVER-BEAVERTON, OR-WA MSA 19. California County/Township MENDOCINO - NORTH COAST REGION OF CALIFORNIA NONMETROPOLITAN AREA 20. California County/Township SANTA CLARA - SAN JOSE-SUNNYVALE-SANTA CLARA, CA MSA 21. California County/Township SOLANO - VALLEJO-FAIRFIELD, CA MSA 22. California County/Township VENTURA - OXNARD-THOUSAND OAKS-VENTURA, CA MSA 23. Oregon County/Township WASHINGTON - PORTLAND-VANCOUVER-BEAVERTON, OR-WA MSA 24. Oregon County/Township COOS - COASTAL OREGON NONMETROPOLITAN AREA 25. Oregon County/Township LINCOLN - COASTAL OREGON NONMETROPOLITAN AREA 26. California County/Township STANISLAUS - MODESTO, CA MSA 27. California County/Township SACRAMENTO - SACRAMENTO--ARDEN-ARCADE--ROSEVILLE, CA MSA 28. Washington County/Township KING - SEATTLE-BELLEVUE-EVERETT, WA METROPOLITAN DIVISION 29. California County/Township SAN MATEO - SAN FRANCISCO-SAN MATEO-REDWOOD CITY, CA METROPOLITAN DIVISION 30. California County/Township MARIN - SAN FRANCISCO-SAN MATEO-REDWOOD CITY, CA METROPOLITAN DIVISION 31. California County/Township SANTA CLARA - SAN JOSE-SUNNYVALE-SANTA CLARA, CA MSA 32. Washington County/Township PIERCE - TACOMA, WA METROPOLITAN DIVISION 33. California County/Township CONTRA COSTA - OAKLAND-FREMONT-HAYWARD, CA METROPOLITAN DIVISION 34. California County/Township SANTA BARBARA - SANTA BARBARA-SANTA MARIA, CA MSA 35. Washington County/Township KING - SEATTLE-BELLEVUE-EVERETT, WA METROPOLITAN DIVISION 36. California County/Township SAN JOAQUIN - STOCKTON, CA MSA 37. California County/Township ALAMEDA - OAKLAND-FREMONT-HAYWARD, CA METROPOLITAN DIVISION 38. Washington County/Township SNOHOMISH - SEATTLE-BELLEVUE-EVERETT, WA METROPOLITAN DIVISION 39. California County/Township MERCED - MERCED, CA MSA 40. California County/Township SHASTA - REDDING, CA MSA 41. California County/Township SAN MATEO - SAN FRANCISCO-SAN MATEO-REDWOOD CITY, CA METROPOLITAN DIVISION 42. California County/Township SANTA CLARA - SAN JOSE-SUNNYVALE-SANTA CLARA, CA MSA 43. Washington County/Township KING - SEATTLE-BELLEVUE-EVERETT, WA METROPOLITAN DIVISION 44. California County/Township RIVERSIDE - RIVERSIDE-SAN BERNARDINO-ONTARIO, CA MSA 45. California County/Township SAN MATEO - SAN FRANCISCO-SAN MATEO-REDWOOD CITY, CA METROPOLITAN DIVISION 46. California County/Township MENDOCINO - NORTH COAST REGION OF CALIFORNIA NONMETROPOLITAN AREA 47. California County/Township ALAMEDA - OAKLAND-FREMONT-HAYWARD, CA METROPOLITAN DIVISION 48. Washington County/Township THURSTON - OLYMPIA, WA MSA 49. California County/Township MENDOCINO - NORTH COAST REGION OF CALIFORNIA NONMETROPOLITAN AREA 50. California County/Township SAN DIEGO - SAN DIEGO-CARLSBAD-SAN MARCOS, CA MSA 51. California County/Township FRESNO - FRESNO, CA MSA 52. California County/Township ORANGE - SANTA ANA-ANAHEIM-IRVINE, CA METROPOLITAN DIVISION 53. Washington County/Township COWLITZ - LONGVIEW, WA MSA 54. California County/Township BUTTE - CHICO, CA MSA 55. Washington County/Township CLARK - PORTLAND-VANCOUVER-BEAVERTON, OR-WA MSA 56. California County/Township ORANGE - SANTA ANA-ANAHEIM-IRVINE, CA METROPOLITAN DIVISION 57. California County/Township MONTEREY - SALINAS, CA MSA 58. California County/Township SACRAMENTO - SACRAMENTO--ARDEN-ARCADE--ROSEVILLE, CA MSA 59. California County/Township GLENN - NORTH VALLEY REGION OF CALIFORNIA NONMETROPOLITAN AREA 60. California County/Township TULARE - VISALIA-PORTERVILLE, CA MSA 61. California County/Township SANTA CLARA - SAN JOSE-SUNNYVALE-SANTA CLARA, CA MSA 62. California County/Township SAN BENITO - SAN JOSE-SUNNYVALE-SANTA CLARA, CA MSA 63. Washington County/Township BENTON - KENNEWICK-RICHLAND-PASCO, WA MSA 64. California County/Township SOLANO - VALLEJO-FAIRFIELD, CA MSA 65. Nevada County/Township CLARK - LAS VEGAS-PARADISE, NV MSA 66. California County/Township PLACER - SACRAMENTO--ARDEN-ARCADE--ROSEVILLE, CA MSA 67. California County/Township SAN BERNARDINO - RIVERSIDE-SAN BERNARDINO-ONTARIO, CA MSA 68. Washington County/Township WALLA WALLA - EASTERN WASHINGTON NONMETROPOLITAN AREA 69. California County/Township MERCED - MERCED, CA MSA 70. California County/Township SAN MATEO - SAN FRANCISCO-SAN MATEO-REDWOOD CITY, CA METROPOLITAN DIVISION 71. California County/Township SANTA BARBARA - SANTA BARBARA-SANTA MARIA, CA MSA 72. California County/Township CONTRA COSTA - OAKLAND-FREMONT-HAYWARD, CA METROPOLITAN DIVISION 73. California County/Township SANTA CLARA - SAN JOSE-SUNNYVALE-SANTA CLARA, CA MSA 74. California County/Township SANTA BARBARA - SANTA BARBARA-SANTA MARIA, CA MSA 75. California County/Township SAN MATEO - SAN FRANCISCO-SAN MATEO-REDWOOD CITY, CA METROPOLITAN DIVISION 76. Washington County/Township WHITMAN - EASTERN WASHINGTON NONMETROPOLITAN AREA 77. California County/Township CONTRA COSTA - OAKLAND-FREMONT-HAYWARD, CA METROPOLITAN DIVISION 78. California County/Township SAN MATEO - SAN FRANCISCO-SAN MATEO-REDWOOD CITY, CA METROPOLITAN DIVISION 79. California County/Township SAN JOAQUIN - STOCKTON, CA MSA 80. Arizona County/Township MARICOPA - PHOENIX-MESA-SCOTTSDALE, AZ MSA 81. Washington County/Township SPOKANE - SPOKANE, WA MSA 82. California County/Township SACRAMENTO - SACRAMENTO--ARDEN-ARCADE--ROSEVILLE, CA MSA 83. California County/Township SONOMA - SANTA ROSA-PETALUMA, CA MSA 84. California County/Township CONTRA COSTA - OAKLAND-FREMONT-HAYWARD, CA METROPOLITAN DIVISION 85. Arizona County/Township YUMA - YUMA, AZ MSA 86. California County/Township CONTRA COSTA - OAKLAND-FREMONT-HAYWARD, CA METROPOLITAN DIVISION 87. California County/Township ALAMEDA - OAKLAND-FREMONT-HAYWARD, CA METROPOLITAN DIVISION 88. Washington County/Township GRANT - CENTRAL WASHINGTON NONMETROPOLITAN AREA 89. California County/Township STANISLAUS - MODESTO, CA MSA 90. Arizona County/Township MARICOPA - PHOENIX-MESA-SCOTTSDALE, AZ MSA 91. California County/Township ALAMEDA - OAKLAND-FREMONT-HAYWARD, CA METROPOLITAN DIVISION 92. California County/Township MONTEREY - SALINAS, CA MSA 93. California County/Township SAN JOAQUIN - STOCKTON, CA MSA 94. Arizona County/Township MARICOPA - PHOENIX-MESA-SCOTTSDALE, AZ MSA 95. Washington County/Township CHELAN - WENATCHEE, WA MSA 96. California County/Township SAN BERNARDINO - RIVERSIDE-SAN BERNARDINO-ONTARIO, CA MSA 97. California County/Township ALAMEDA - OAKLAND-FREMONT-HAYWARD, CA METROPOLITAN DIVISION 98. California County/Township RIVERSIDE - RIVERSIDE-SAN BERNARDINO-ONTARIO, CA MSA 99. Arizona County/Township MARICOPA - PHOENIX-MESA-SCOTTSDALE, AZ MSA 100. California County/Township SAN BERNARDINO - RIVERSIDE-SAN BERNARDINO-ONTARIO, CA MSA 101. Washington County/Township KITTITAS - CENTRAL WASHINGTON NONMETROPOLITAN AREA 102. California County/Township SONOMA - SANTA ROSA-PETALUMA, CA MSA 103. California County/Township RIVERSIDE - RIVERSIDE-SAN BERNARDINO-ONTARIO, CA MSA 104. California County/Township SONOMA - SANTA ROSA-PETALUMA, CA MSA 105. Washington County/Township YAKIMA - YAKIMA, WA MSA 106. California County/Township IMPERIAL - EL CENTRO, CA MSA 107. Washington County/Township YAKIMA - YAKIMA, WA MSA

OMB Control Number: 1205-0466
Expiration Date: 10/31/2012

Application for Temporary Employment Certification

ETA Form 9142 – APPENDIX B.1
U.S. Department of Labor

For Use in Filing Applications Under the H-2B Non-Agricultural Program ONLY

A. Attorney or Agent Declaration

I hereby certify that I am an employee of, or hired by, the employer listed in Section C of the ETA Form 9142, and that I have been designated by that employer to act on its behalf in connection with this application. I also certify that to the best of my knowledge the information contained herein is true and correct. I understand that to knowingly furnish false information in the preparation of this form and any supplement hereto or to aid, abet, or counsel another to do so is a felony punishable by a $250,000 fine or 5 years in a Federal penitentiary or both (18 U.S.C. 1001).

1. Attorney or Agent's last (family) name	2. First (given) name	3. Middle initial
Judkins	James	K
4. Firm/Business name JKJ Workforce Agency, Inc.		
5. E-Mail address carnival.workforce@gmail.com		
6. Signature		7. Date signed

B. Employer Declaration

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

1. The job opportunity is a bona fide, full-time temporary position, the qualifications for which are consistent with the normal and accepted qualifications required by non-H-2B employers in the same or comparable occupations.
2. The job opportunity is not vacant because the former occupant(s) is (are) on strike or locked out in the course of a labor dispute involving a work stoppage.
3. The job opportunity is open to any qualified U.S. worker regardless of race, color, national origin, age, sex, religion, handicap, or citizenship, and the employer has conducted the required recruitment in accordance with regulations, and has been unsuccessful in locating sufficient numbers of qualified U.S. applicants for the job opportunity for which certification is sought. Any U.S. workers who applied or apply for the job were or will be rejected only for lawful, job-related reasons, and the employer must retain records of all rejections.
4. The offered terms and working conditions of the job opportunity are normal to workers similarly employed in the area(s) of intended employment and are not less favorable than those offered to the foreign worker(s) and are not less than the minimum terms and conditions required by Federal regulation at 20 CFR 655, Subpart A.
5. The offered wage equals or exceeds the highest of the most recent prevailing wage that is or will be issued by the Department to the employer for the time period the work is performed, or the applicable Federal, State, or local minimum wage, and the employer will pay the offered wage.
6. The offered wage is not based on commissions, bonuses or other incentives, unless the employer guarantees a wage paid on a weekly, bi-weekly, or monthly basis that equals or exceeds the prevailing wage, or the legal Federal or State minimum wage, whichever is highest.
7. During the period of employment that is the subject of the labor certification application, the employer will comply with applicable Federal, State and local employment-related laws and regulations, including employment-related health and safety laws;
8. The employer has not laid off and will not lay off any similarly employed U.S. worker in the occupation that is the subject of the Application for Temporary Employment Certification in the area of intended employment within the period beginning 120 days before the date of need, except where the employer also attests that it offered the job opportunity that is the subject of the application to those laid-off U.S. worker(s) and the U.S. worker(s) either refused the job opportunity or was rejected for the job opportunity for lawful, job-related reasons.

NOT OFFICIAL DOL LABOR CERTIFICATION DOCUMENT

Application for Temporary Employment Certification

ETA Form 9142 – APPENDIX B.1
U.S. Department of Labor

9. The employer and its agents and/or attorneys have not sought or received payment of any kind from the employee for any activity related to obtaining labor certification, including payment of the employer's attorneys' fees, application fees, or recruitment costs. For purposes of this paragraph, payment includes, but is not limited to, monetary payments, wage concessions (including deductions from wages, salary, or benefits), kickbacks, bribes, tributes, in kind payments, and free labor.

10. Unless the H-2B worker is being sponsored by another subsequent employer, the employer will inform H-2B workers of the requirement that they leave the U.S. at the end of the period certified by the Department or separation from the employer, whichever is earlier, as required under § 655.35, and that if dismissed by the employer prior to the end of the period, the employer is liable for return transportation.

11. Upon the separation from employment of any foreign worker(s) employed under the labor certification application, if such separation occurs prior to the end date of the employment specified in the application, the employer will notify the Department and DHS in writing or any other method specified of the separation from employment not later than forty-eight (48) hours after such separation is discovered by the employer.

12. The employer will not place any H-2B workers employed pursuant to this application outside the area of intended employment listed on the Application for Temporary Employment Certification unless the employer has obtained a new temporary labor certification from the Department.

13. The dates of temporary need, reason(s) for temporary need, and number of worker positions being requested for certification have been truly and accurately stated on the application.

14. If the application is being filed as a job contractor, the employer will not place any H-2B workers employed pursuant to the labor certification application with any other employer or at another employer's worksite unless:

    (i) The employer applicant first makes a bona fide inquiry as to whether the other employer has displaced or intends to displace a similarly employed U.S. worker within the area of intended employment within the period beginning 120 days before and throughout the entire placement of the H-2B worker, the other employer provides written confirmation that it has not so displaced and does not intend to displace such U.S. workers; and
    (ii) All worksites are listed on the certified Application for Temporary Employment Certification

I hereby designate the agent or attorney identified in section D (if any) of the ETA Form 9142 to represent me for the purpose of labor certification and, by virtue of my signature in Block 3 below, I take full responsibility for the accuracy of any representations made by my agent or attorney.

I declare under penalty of perjury that I have read and reviewed this application and that to the best of my knowledge the information contained therein is true and accurate. I understand that to knowingly furnish false information in the preparation of this form and any supplement thereto or to aid, abet, or counsel another to do so is a felony punishable by a $250,000 fine or 5 years in the Federal penitentiary or both (18 U.S.C. 1001).

1. Last (family) name	2. First (given) name	3. Middle initial
BRAJEVICH	MICHAEL	N/A
4. Title		
CEO		
5. Signature		6. Date signed

ADDENDUM TO ETA 9142

Section F.a.2. Number of Hours Per Week

This Mobile Entertainment Employer is a FLSA (13)(a)(3) exempt employer not subject to an hourly wage, overtime or recordkeeping requirements. The weekly wage has been calculated based upon a standard 40-hour week using the methodology detailed in Section G.1.

If state or local law requires overtime it will be calculated and paid as per applicable federal, state or local regulations. However for purposes of the Federal H-2B Program which respects the employers FLSA 13(a)(3) exemption, employer is not offering an overtime rate of pay nor overtime.

Section F.a.3. Hourly Work Schedule

The work schedule varies widely due to weather conditions, local event organizers, local customs, attendance at the event, day of the week, time of the year and a myriad of other factors. The employer will pay the weekly salary for each week that the worker is employed. Both the SWA and DOL in electronic filings require a set start time and set end time to be posted. The times being posted for recruitment and filing are to provide potential applicants and the agency with a general idea of the afternoon and evening schedules that are typical. Hours on week days will probably be reduced, hours on weekends will probably be increased, and all of the above named conditions can affect the hours actually worked. The employer is not representing to either the applicants or the agencies that these hours are fixed and predictable.

Section F.b.5. Post-Employment Drug and Background Checks

The background checks when conducted do not favor either US or H-2B workers, they are conducted on an equal basis for all employees. Employees come into contact with children at our entertainment events and our company policy, local sponsor policy and common industry practice means that the applicants must be able to pass post-employment background checks in regards to Megan's Law, Felonies and Convictions that would require the employee to register as a sexual offender or predator. Various states, counties, cities and venues require that mobile entertainment operators submit all employees to background checks prior to issuance of operating permits and/or credentials for the workers. These background checks, when conducted, are POST-EMPLOYMENT and are conducted by state/local permitting authorities and/or the venue and apply across the board to all workers, including owners and managers.

The background check is included as a term and condition of employment because employees come into contact with children at our entertainment events and our company policy, local sponsor policy and common industry practice means that the applicants must be able to pass post-employment background checks in regards to Megan's Law, Felonies and Convictions that would require the employee to register as a sexual offender or predator. Not only would we be considered negligent, we could be subject to litigation or criminal prosecution if employees were not subject to background checks. Many fairs (venues) mandate the background checks, so if they were not conducted we would not be able to operate.

We believe that the terms and conditions of employment are normal to similarly employed US workers in this industry. The OABA (Outdoor Amusement Business Association) in conjunction with the IAFE (International Association of Fairs and Expositions) published their "Best Practices" recommendations for Mobile

Entertainment Operators and the Venues, and in those recommendations in 2006, best practices in regards to hiring:

- *"Methods and procedures for obtaining background checks on new employees should be shared by the parties."*
- *"Fairs and Mobile amusement operators should access web sites that provide a register of sex offenders, especially in states that enforce Megan's Law..."*
- *"The hiring practices of both parties should be examined and, whenever possible, steps should be taken to create better employee recruitment and training programs."*

All of the mobile entertainment employers are subject to the same venue & regulatory requirements, so similarly employed workers (US and Foreign) would all be subject to the same terms and conditions.

Various states, localities and venues require either that either the employer conducts drug/background checks or they themselves conduct the drug/background checks prior to issuing operating permits/credentials for the event. As an example of guidelines applicable for industry: http://www.state.il.us/agency/idol/faq/faqcarn.htm *These Illinois regulations require background check for all carnival employees and bar employment for convictions for various violent and sexual offences, require drug screening and are similar to local / venue regulations / requirements*

These terms and conditions are not less favorable than those offered to H-2B workers because all of the mobile entertainment employers are subject to the same venue & regulatory requirements, so similarly employed workers (US and H-2B) would all be subject to the same terms and conditions.

Our terms and conditions of employment are not less than the minimum terms and conditions required by the regulation.

Further and without question, these tests will be administered equally between all US and H2B workers.

It is highly unlikely that any H-2B worker, who passed the background check conducted by the Department of State prior to visa issuance and the Department of Homeland Security CBP prior to visa issuance, would fail the background check, but if the background check indicated something serious (ie: Megan's Law Violation, Conviction for a Sexual Offence, Felony) then we would have to terminate the US or H-2B worker and follow all applicable regulations in providing transportation home, etc.

Section G.1. Basic Rate of Pay Offered

Mobile Entertainment Employer will pay the variable prevailing wage ($323.60 to $368.40, Average $347.88) as per 9141 Prevailing Wage Determination [P-400-12279-745190] attached. If there are changes in work locations, employer will obtain applicable prevailing wage for work location and pay such wage.

Section G.1.a. Overtime Rate of Pay

This Mobile Entertainment Employer is a FLSA (13)(a)(3) exempt employer not subject to an hourly wage, overtime or recordkeeping requirements. If state or local law requires overtime it will be calculated and paid as per applicable Federal, state or local regulations. However for purposes of the Federal H-2B Program which respects the employers FLSA 13(a)(3) exemption, employer is not offering an overtime rate of pay nor overtime.

Section G.3. Additional Wage Information:

On the date that the recruitment commenced the Department of Labor's H-2B Wage Methodology was subject to litigation. It is unknown if the Department will further postpone the effective date, or will be legally barred from implementing, the Wage Methodology for the Temporary Non-Agricultural Employment H-2B Program Final Rule, 76 FR 3452 (Jan 19, 2011).

Accordingly, the employer will pay the Variable Prevailing Wage Determination that is valid at the time of employment. Merit increases and/or bonuses may be awarded at employer discretion.

As per prevailing practices of the mobile entertainment industry for both similarly employed US and foreign workers:

- *Employer makes available mobile housing valued at $125.00 per week.*
- *Employer makes available transportation from venue to venue and scheduled transportation to laundry, shopping valued at $25.00 per week.*
- *Employer is an Equal Opportunity, FLSA Section 13(a)(3) Exempt Employer. Depending upon applicable wage laws, wage to be paid as either weekly or hourly salary, no overtime expected.*

If the wage to be paid is higher that the Variable Prevailing Wage Determination, the employer reserves the right to charge a fee for housing and transportation, but the effective rate of pay will not be lower than the Variable Prevailing Wage Determination.

I declare under penalty of perjury that I have read and reviewed this application and that to the best of my knowledge the information contained therein is true and accurate. *I understand that to knowingly furnish false information in the preparation of this form and any supplement thereto or to aid, abet, or counsel another to do so is a felony punishable by a $250,000 fine or 5 years in the Federal penitentiary or both (18 U.S.C. 1001).*

November 7, 2012

Michael Brajevich, CEO
Butler Amusements, Inc.

Butler's Exh. 7, p. 014 Butler 01273

AR - 1496

Corporate Office
3003 S.W. 153rd Drive Suite 205
Beaverton, Oregon 97006

ATTACHEMENT TO 9142

G.3 Additional Wage Information

START DATE	END DATE	City, State	County	Wage	Weekly
2/1/2013	2/10/2013	Yakima, WA	Yakima County	$8.98	$359.20
2/7/2013	2/10/2013	Holtville, CA	Imperial County	$8.65	$346.00
2/14/2013	2/17/2013	Sunnyside, WA	Yakima County	$8.98	$359.20
2/15/2013	2/18/2013	Cloverdale, CA	Sonoma County	$8.66	$346.40
2/15/2013	2/28/2013	Indio,CA	Riverside County	$8.63	$345.20
2/21/2013	2/24/2013	Petaluma, CA	Sonoma County	$8.66	$346.40
2/22/2013	3/3/2013	Ellensburg, WA	Kittitas County	$8.96	$358.40
2/28/2013	3/3/2013	El Mirage, CA	San Bernardino County	$8.63	$345.20
2/28/2013	3/3/2013	Goodyear, AZ	Maricopa County	$8.23	$329.20
2/28/2013	3/3/2013	Jurupa Valley, CA	Riverside County	$8.63	$345.20
3/1/2013	3/14/2013	Oakland, CA	Alameda, County	$8.61	$344.40
3/7/2013	3/10/2013	Hesperia, CA	San Bernardino County	$8.63	$345.20
3/7/2013	3/17/2013	Wenatchee, WA	Chelan County	$8.97	$358.80
3/8/2013	3/10/2013	Chandler, AZ	Maricopa County	$8.23	$329.20
3/14/2013	3/17/2013	Manteca, CA	San Joaquin County	$8.64	$345.60
3/14/2013	3/17/2013	Soledad, CA	Monterey County	$8.59	$343.60
3/15/2013	3/24/2013	Hayward, CA	Alameda, County	$8.61	$344.40
3/15/2013	3/24/2013	Phoenix, AZ	Maricopa County	$8.23	$329.20
3/15/2013	3/24/2013	Mesa, AZ	Maricopa County	$8.23	$329.20
3/22/2013	3/31/2013	Modesto, CA	Stanislaus County	$8.59	$343.60
3/22/2013	3/31/2013	Moses Lake, WA	Grant County	$8.96	$358.40
3/22/2013	3/31/2013	Oakland, CA	Alameda, County	$8.61	$344.40
3/28/2013	3/31/2013	Martinez, CA	Contra Costa County	$8.61	$344.40
4/2/2013	4/7/2013	Yuma, AZ	Yuma County	$8.22	$328.80
4/4/2013	4/7/2013	Bay Point, CA	Contra Costa County	$8.61	$344.40
4/4/2013	4/7/2013	Santa Rosa, CA	Sonoma County	$8.66	$346.40
4/4/2013	4/7/2013	Antelope, CA	Sacramento County	$8.62	$344.80
4/5/2013	4/14/2013	Spokane, WA	Spokane County	$8.99	$359.60
4/10/2013	4/14/2013	Phoenix, AZ	Maricopa County	$8.23	$329.20
4/11/2013	4/14/2013	Tracy, CA	San Joaquin County	$8.64	$345.60
4/11/2013	4/14/2013	Daly City, CA	San Mateo County	$9.12	$364.80
4/11/2013	4/14/2013	Richmond, CA	Contra Costa County	$8.61	$344.40
4/18/2013	4/28/2013	Pullman, WA	Whitman County	$9.02	$360.80
4/19/2013	4/21/2013	San Mateo, CA	San Mateo County	$9.12	$364.80
4/19/2013	4/21/2013	Lompoc, CA	Santa Barbara County	$8.55	$342.00

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4/19/2013	4/21/2013	Morgan Hill, CA	Santa Clara County	$8.68	$347.20
4/19/2013	4/21/2013	Concord, CA	Contra Costa County	$8.61	$344.40
4/24/2013	4/28/2013	Santa Barbara, CA	Santa Barbara County	$8.55	$342.00
4/26/2013	4/28/2013	Redwood City, CA	San Mateo County	$9.12	$364.80
5/1/2013	5/5/2013	Los Banos, CA	Merced County	$8.61	$344.40
5/2/2013	5/5/2013	Walla Walla, WA	Walla Walla County	$9.02	$360.80
5/2/2013	5/5/2013	Barstow, CA	San Bernardino County	$8.63	$345.20
5/2/2013	5/5/2013	Lincoln, CA	Placer County	$8.62	$344.80
5/3/2013	5/5/2013	Hollister, CA	San Benito County	$8.68	$347.20
5/8/2013	5/12/2013	Las Vegas, NV	Clark County	$8.15	$326.00
5/9/2013	5/12/2013	Dixon, CA	Solano County	$8.73	$349.20
5/9/2013	5/12/2013	Kennewick, WA	Benton County	$9.21	$368.40
5/10/2013	5/12/2013	Mountain View, CA	Santa Clara County	$8.68	$347.20
5/15/2013	5/19/2013	Porterville, CA	Tulare County	$8.77	$350.80
5/16/2013	5/19/2013	Orland, CA	Glenn County	$8.59	$343.60
5/16/2013	5/19/2013	Orangevale, CA	Sacramento County	$8.62	$344.80
5/16/2013	5/19/2013	King City, CA	Monterey County	$8.59	$343.60
5/16/2013	5/19/2013	Westminster, CA	Orange County	$8.90	$356.00
5/16/2013	5/19/2013	Vancouver, WA	Clark County	$8.90	$356.00
5/23/2013	5/27/2013	Chico, CA	Butte County	$8.59	$343.60
5/23/2013	5/26/2013	Kelso, WA	Cowlitz County	$9.05	$362.00
5/24/2013	5/27/2013	Garden Grove, CA	Orange County	$8.90	$356.00
5/24/2013	5/27/2013	Coalinga, CA	Fresno County	$8.62	$344.80
5/30/2013	6/2/2013	San Diego, CA	San Diego County	$8.67	$346.80
5/30/2013	6/2/2013	Fort Bragg, CA	Mendocino County	$8.57	$342.80
5/30/2013	6/2/2013	Olympia, WA	Thurston County	$9.02	$360.80
5/31/2013	6/9/2013	Oakland, CA	Alameda, County	$8.61	$344.40
5/31/2013	6/2/2013	Ukiah, CA	Mendocino County	$8.57	$342.80
5/31/2013	6/2/2013	Foster City, CA	San Mateo County	$9.12	$364.80
6/6/2013	6/9/2013	Beaumont, CA	Riverside County	$8.63	$345.20
6/6/2013	6/9/2013	Covington, WA	King County	$9.04	$361.60
6/7/2013	6/9/2013	San Jose, CA	Santa Clara County	$8.68	$347.20
6/8/2013	6/16/2013	San Mateo, CA	San Mateo County	$9.12	$364.80
6/12/2013	6/16/2013	Anderson, CA	Shasta County	$8.54	$341.60
6/12/2013	6/16/2013	Merced, CA	Merced County	$8.61	$344.40
6/13/2013	6/16/2013	Snohomish, WA	Snohomish County	$9.04	$361.60
6/19/2013	7/7/2013	Pleasanton, CA	Alameda, County	$8.61	$344.40
6/20/2013	6/23/2013	Stockton, CA	San Joaquin County	$8.64	$345.60
6/20/2013	6/23/2013	Auburn, WA	King County	$9.04	$361.60

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6/26/2013	6/30/2013	Lompoc, CA	Santa Barbara County	$8.55	$342.00
6/27/2013	6/30/2013	Martinez, CA	Contra Costa County	$8.61	$344.40
6/27/2013	6/30/2013	Lakewood, WA	Pierce County	$9.02	$360.80
6/28/2013	6/30/2013	San Jose, CA	Santa Clara County	$8.68	$347.20
7/3/2013	7/7/2013	San Rafael, CA	Marin County	$9.12	$364.80
7/4/2013	7/7/2013	Redwood City, CA	San Mateo County	$9.12	$364.80
7/4/2013	7/7/2013	Seattle, WA	King County	$9.04	$361.60
7/12/2013	7/28/2013	Sacramento, CA	Sacramento County	$8.62	$344.80
7/12/2013	7/21/2013	Turlock, CA	Stanislaus County	$8.59	$343.60
7/12/2013	7/14/2013	Lincoln, OR	Lincoln County	$8.94	$357.60
7/23/2013	7/27/2013	Myrtle Point, OR	Coos County	$8.94	$357.60
7/25/2013	7/28/2013	Hillsboro, OR	Washington County	$8.90	$356.00
7/31/2013	8/11/2013	Ventura, CA	Ventura County	$8.64	$345.60
7/31/2013	8/4/2013	Vallejo, CA	Solano County	$8.73	$349.20
8/1/2013	8/4/2013	San Jose, CA	Santa Clara County	$8.68	$347.20
8/1/2013	8/4/2013	Ukiah, CA	Mendocino County	$8.57	$342.80
8/2/2013	8/11/2013	Ridgefield, WA	Clark County	$8.90	$356.00
8/7/2013	8/11/2013	Grass Valley, CA	Nevada County	$8.61	$344.40
8/13/2013	8/18/2013	Chehalis, WA	Lewis County	$8.99	$359.60
8/16/2013	8/25/2013	Boise, ID	Ada County	$8.10	$324.00
8/22/2013	9/2/2013	Monroe, WA	Snohomish County	$9.04	$361.60
8/27/2013	8/31/2013	Bishop, CA	Inyo County	$8.62	$344.80
8/31/2013	9/7/2013	Blackfoot, ID	Bingham County	$8.09	$323.60
9/6/2013	9/15/2013	Spokane, WA	Spokane County	$8.99	$359.60
9/10/2013	9/15/2013	Las Vegas, NV	Clark County	$8.15	$326.00
9/12/2013	9/15/2013	Lodi, CA	San Joaquin County	$8.64	$345.60
9/20/2013	9/29/2013	Bakersfield, CA	Kern County	$8.52	$340.80
9/20/2013	9/29/2013	Yakima, WA	Yakima County	$8.98	$359.20
10/2/2013	10/13/2013	Fresno, CA	Fresno County	$8.62	$344.80
10/4/2013	10/6/2013	Los Gatos, CA	Santa Clara County	$8.68	$347.20
10/4/2013	10/6/2013	Ceres, CA	Stanislaus County	$8.59	$343.60
10/11/2013	10/20/2013	Hayward, CA	Alameda County	$8.61	$344.40
10/17/2013	10/20/2013	Ridgecrest, CA	Kern County	$8.52	$340.80
10/21/2013	10/31/2013	Los Banos, CA	Merced County	$8.61	$344.40

Employer will pay variable prevailing wage in the listed venues as per the 9141 Attached.

Employer is traveling amusement operation. Above is a complete listing of booked and anticipated (pending) locations for the time period covered by this Job Order, listing city, county, state and prevailing wage listing from ONET/OES Site. It should be noted that for

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several dates there are multiple locations listed. Due to the nature of the business, there are some events that are large enough to support the entire carnival. At other points in time the show must spend some equipment (and workers) to additional locations. When our tour schedule requires our show to handle simultaneous locations or overlapping locations, employer will send workers to locations depending upon the venue and how many rides we will have operating at one venue in comparison to the number of rides operating at the other venues. Our unit continues with the other listed venues and we repeat the process when we encounter simultaneous or overlapping locations again.

11/7/2012

Michael Brajevich
CEO

Corporate Office
3003 S.W. 153rd Drive Suite 205
Beaverton, Oregon 97006

U.S. Department of Labor
Office of Foreign Labor Certification
ETA - Chicago National Processing Center
11 West Quincy Court
Chicago, IL 60604-2105
Phone: 312-886-8000 - Fax: 312-353-8830

November 7, 2012

Re: STATEMENT OF TEMPORARY NEED - Employer: Butler Amusements, Inc.
9142 and 9142 Appendix B.1, Application for Temporary Employment Certification

Dear Sir/Madam:

Our family has been in the Carnival Business all of our lives, providing rides, games and concessions to fairs and festivals on a seasonal basis. This company was founded in 1969 and incorporated in 1984.

We have a seasonal need for these workers, recurring on an annual basis. This is because we are open for a specific season each year and we are a traveling business, the work is evenings and weekends, and it is very difficult to find workers willing to travel from State to State. Even with the economic downturn people do not want to leave their homes and families to travel from event to event. We are unable to find available workers in the US to fill the positions to travel with the show.

This is a need that is seasonal and expected to be recurrent annually from February through October each year. The business has been seasonal since we began, completely shutting down for the months of November through end of January each year, and our need for seasonal workers (US Workers and Foreign) has grown as our business has grown.

We engage in extensive recruiting in hopes of fulfilling our seasonal needs. This recruiting process includes newspaper ads, using the DOL Job Search Protocol and help wanted signs at all of our locations. We have a chronic need for employees that is not filled.

We have applied for labor certification in the past and the number of workers being requested is statistically consistent with previous applications.

Sincerely,

Michael Brajevich
CEO

OMB Control Number: 1205-0466
Expiration Date: 10/31/2012

Application for Temporary Employment Certification

ETA Form 9142 – APPENDIX B.1
U.S. Department of Labor

For Use in Filing Applications Under the H-2B Non-Agricultural Program ONLY

A. Attorney or Agent Declaration

I hereby certify that I am an employee of, or hired by, the employer listed in Section C of the ETA Form 9142, and that I have been designated by that employer to act on its behalf in connection with this application. I also certify that to the best of my knowledge the information contained herein is true and correct. *I understand that to knowingly furnish false information in the preparation of this form and any supplement hereto or to aid, abet, or counsel another to do so is a felony punishable by a $250,000 fine or 5 years in a Federal penitentiary or both (18 U.S.C. 1001).*

1. Attorney or Agent's last (family) name	2. First (given) name	3. Middle initial
Judkins	James	K
4. Firm/Business name		
JKJ Workforce Agency, Inc		
5. E-Mail address		
carnival.workforce@gmail.com		
6. Signature		7. Date signed
		11/07/2012

B. Employer Declaration

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

1. The job opportunity is a bona fide, full-time temporary position, the qualifications for which are consistent with the normal and accepted qualifications required by non-H-2B employers in the same or comparable occupations.
2. The job opportunity is not vacant because the former occupant(s) is (are) on strike or locked out in the course of a labor dispute involving a work stoppage.
3. The job opportunity is open to any qualified U.S. worker regardless of race, color, national origin, age, sex, religion, handicap, or citizenship, and the employer has conducted the required recruitment, in accordance with regulations, and has been unsuccessful in locating sufficient numbers of qualified U.S. applicants for the job opportunity for which certification is sought. Any U.S. workers who applied or apply for the job were or will be rejected only for lawful, job-related reasons, and the employer must retain records of all rejections.
4. The offered terms and working conditions of the job opportunity are normal to workers similarly employed in the area(s) of intended employment and are not less favorable than those offered to the foreign worker(s) and are not less than the minimum terms and conditions required by Federal regulation at 20 CFR 655, Subpart A.
5. The offered wage equals or exceeds the highest of the most recent prevailing wage that is or will be issued by the Department to the employer for the time period the work is performed, or the applicable Federal, State, or local minimum wage, and the employer will pay the offered wage.
6. The offered wage is not based on commissions, bonuses or other incentives, unless the employer guarantees a wage paid on a weekly, bi-weekly, or monthly basis that equals or exceeds the prevailing wage, or the legal Federal or State minimum wage, whichever is highest.
7. During the period of employment that is the subject of the labor certification application, the employer will comply with applicable Federal, State and local employment-related laws and regulations, including employment-related health and safety laws.
8. The employer has not laid off and will not lay off any similarly employed U.S. worker in the occupation that is the subject of the Application for Temporary Employment Certification in the area of intended employment within the period beginning 120 days before the date of need, except where the employer also attests that it offered the job opportunity that is the subject of the application to those laid-off U.S. worker(s) and the U.S. worker(s) either refused the job opportunity or was rejected for the job opportunity for lawful, job-related reasons.

Application for Temporary Employment Certification

ETA Form 9142 – APPENDIX B.1
U.S. Department of Labor

9. The employer and its agents and/or attorneys have not sought or received payment of any kind from the employee for any activity related to obtaining labor certification, including payment of the employer's attorneys' fees, application fees, or recruitment costs. For purposes of this paragraph, payment includes, but is not limited to, monetary payments, wage concessions (including deductions from wages, salary, or benefits), kickbacks, bribes, tributes, in kind payments, and free labor.

10. Unless the H-2B worker is being sponsored by another subsequent employer, the employer will inform H-2B workers of the requirement that they leave the U.S. at the end of the period certified by the Department or separation from the employer, whichever is earlier, as required under § 655.35, and that if dismissed by the employer prior to the end of the period, the employer is liable for return transportation.

11. Upon the separation from employment of any foreign worker(s) employed under the labor certification application, if such separation occurs prior to the end date of the employment specified in the application, the employer will notify the Department and DHS in writing or any other method specified of the separation from employment not later than forty-eight (48) hours after such separation is discovered by the employer.

12. The employer will not place any H-2B workers employed pursuant to this application outside the area of intended employment listed on the Application for Temporary Employment Certification unless the employer has obtained a new temporary labor certification from the Department.

13. The dates of temporary need, reason(s) for temporary need, and number of worker positions being requested for certification have been truly and accurately stated on the application.

14. If the application is being filed as a job contractor, the employer will not place any H-2B workers employed pursuant to the labor certification application with any other employer or at another employer's worksite unless:

    (i) The employer applicant first makes a bona fide inquiry as to whether the other employer has displaced or intends to displace a similarly employed U.S. worker within the area of intended employment within the period beginning 120 days before and throughout the entire placement of the H-2B worker, the other employer provides written confirmation that it has not so displaced and does not intend to displace such U.S. workers; and
    (ii) All worksites are listed on the certified Application for Temporary Employment Certification

I hereby designate the agent or attorney identified in section D (if any) of the ETA Form 9142 to represent me for the purpose of labor certification and, by virtue of my signature in Block 3 below, **I take full responsibility** for the accuracy of any representations made by my agent or attorney.

I declare under penalty of perjury that I have read and reviewed this application and that to the best of my knowledge the information contained therein is true and accurate. *I understand that to knowingly furnish false information in the preparation of this form and any supplement thereto or to aid, abet, or counsel another to do so is a felony punishable by a $250,000 fine or 5 years in the Federal penitentiary or both (18 U.S.C. 1001).*

1. Last (family) name	2. First (given) name	3. Middle initial
Brajevich	Michael	N/A
4. Title		
CEO		
5. Signature		6. Date signed
		11/07/2012

Case Number:_____ Case Status: _____Period of Employment: _____to _____

U.S. Department of Labor

Employment and Training Administration
Office of Foreign Labor Certification
Chicago National Processing Center
11 West Quincy Court
Chicago , IL 60604-2105

FINAL DETERMINATION

December 14, 2012

James K Judkins
32775 FM 106
Rio Hondo, TX 78583

ETA Case Number: H-400-12313-874905
Number of Openings: 246
Occupation: Amusement and Recreation Attendants
Period of Certification: 02/01/2013 - 10/31/2013

RE: BUTLER AMUSEMENTS, INC

Dear Sir/Madam:

Your application seeking temporary labor certification under the H-2B temporary nonagricultural program has been reviewed and **certified**. The Department of Labor (Department) has made a final determination on your *Application for Temporary Employment Certification* in accordance with Departmental regulations at 20 Code of Federal Regulations (CFR) sec. 655, Subpart A. Based on the documentation and attestations provided by the employer, the Department hereby certifies that a sufficient number of able, willing and qualified U.S. workers have not been identified as being available at the time and place needed to fill the job opportunities for which certification is sought, and the employment of the H-2B temporary workers in such labor or services will not adversely affect the wages and working conditions of U.S. workers.

The *Application for Temporary Employment Certification*, ETA Form 9142, **has been certified and is enclosed.**

Upon receipt of this notification, you will need to submit Form I-129 and all required documentation, including the original, certified H-2B *Application for Temporary Employment Certification* to the appropriate U.S. Citizenship and Immigration Service (USCIS) office. The USCIS application form and additional information can be obtained at http://www.uscis.gov.

Important Note

With respect to the offered wage guarantee, this certification assumes that the employer will pay the certified weekly wage for 40 hours of work per week, as

indicated in Section G of the employer's ETA Form 9142. Please remember that consistent with the Department's regulations at 20 C.F.R. sec. 655.22(e) the employer is required to pay the H-2B workers and U.S. workers recruited in connection with an H-2B application, the certified offered wage during the entire period of the approved H-2B labor certification. The offered wage must equal or exceed the highest of the most recent prevailing wage that is or will be issued by the Department to the employer for the time period the work is performed, or the applicable Federal, State, or local minimum wage. If that prevailing wage was issued by the Department as an hourly wage (indicating that similarly-employed U.S. workers earn that wage for each hour of work), then the employer is required to pay H-2B or U.S. workers recruited in connection with an H-2B application at least that hourly wage for all hours worked, including those hours in excess of 40 hours of work per week. This requirement of the H-2B program is independent of any applicable exemption from the provisions of the Fair Labor Standards Act. Please remember that the H-2B regulations also require compliance with applicable State and local employment laws, which may require a higher rate of pay for overtime hours.

Important Reminders

In accordance with Departmental regulations at 20 CFR sec. 655.24(a), the Department has the authority to conduct audits of H-2B temporary labor certification applications. Employers with certified applications selected for audit will receive an official letter from our office requesting documentation in support of the application. Failure to comply with the audit process may result in the employer being placed on supervised recruitment in accordance with Departmental regulations at 20 CFR sec. 655.30, or debarment in accordance with Departmental regulations at 20 CFR sec. 655.31.

In accordance with Departmental regulations at 20 CFR sec. 655.22(f), upon separation from employment of H-2B worker(s) employed under the labor certification application, if such separation occurs prior to the end date of the employment specified in the application, the employer will notify the Department and DHS in writing of the separation from employment not later than 2 work days after such separation is discovered by the employer. An abandonment or abscondment shall be deemed to begin after a worker fails to report for work at the regularly scheduled time for 5 consecutive working days without the consent of the employer. Employees may be terminated for cause.

Terminations and job abandonment notifications sent to the Department, must be sent to the email address at H2B.Abandonment&Termination.Chicago@dol.gov. Employers without Internet access may also send written notification by facsimile to (312) 886-1688 (ATTN: H-2B Abandonment and Termination).

For all future applications or requests for extension, the employer must submit the most current:

- ETA Form 9142: www.foreignlaborcert.doleta.gov/pdf/ETA_Form_9142.pdf
- ETA Form 9142, Appendix B.1: http://www.foreignlaborcert.doleta.gov/pdf/ETA_Form_9142_APPENDIX_B1.pdf.

Questions concerning this case can be directed via e-mail to TLC.Chicago@dol.gov, phone at (312) 886-8000, or facsimile at (312) 886-1688.

Sincerely,

H-2B Certifying Officer

cc: BUTLER AMUSEMENTS, INC

Enclosures: ETA Form 9142

OMB Approval: 1205-0466
Expiration Date: 12/31/2012

Application for Temporary Employment Certification
ETA Form 9142
U.S. Department of Labor

Please read and review the filing instructions carefully before completing the ETA Form 9142. A copy of the instructions can be found at http://www.foreignlaborcert.doleta.gov/. In accordance with Federal Regulations, incomplete or obviously inaccurate applications will not be certified by the Department of Labor. If submitting this form non-electronically, ALL required fields/items containing an asterisk (*) must be completed as well as any fields/items where a response is conditional as indicated by the section (§) symbol.

A. Employment-Based Nonimmigrant Visa Information

1. Indicate the type of visa classification supported by this application *(Write classification symbol)*: *	H-2B

B. Temporary Need Information

1. Job Title * Amusement and Recreation Attendants - Traveling Ca

2. SOC (ONET/OES) code *	3. SOC (ONET/OES) occupation title *
39-3091	Amusement and Recreation Attendants

4. Is this a full-time position? * ☑ Yes ☐ No

Period of Intended Employment

5. Begin Date * 02/01/2013 *(mm/dd/yyyy)*

6. End Date * 10/31/2013 *(mm/dd/yyyy)*

7. Worker positions needed/basis for the visa classification supported by this application

246 **Total Worker Positions Being Requested for Certification ***

Basis for the visa classification supported by this application
(*indicate the total workers in each applicable category based on the total workers identified above*)

246	a. New employment *	0	d. New concurrent employment *
0	b. Continuation of previously approved employment * without change with the same employer	0	e. Change in employer *
0	c. Change in previously approved employment *	0	f. Amended petition *

8. Nature of Temporary Need: (Choose only one of the standards) *

☑ Seasonal ☐ Peakload ☐ One-Time Occurrence ☐ Intermittent or Other Temporary Need

9. Statement of Temporary Need *

This company has been in business since 1969. The business is a traveling amusement enterprise, closing down completely from November through end of January each year, and has been seasonal in nature since inception. The temporary need is expected to be seasonal, recurring annually.

Because the work involves travel from location to location, with work being performed in the evenings, weekends and holidays, there has been a chronic, seasonal need for foreign workers that is not filled by US Workers.

OMB Approval: 1205-0466
Expiration Date: 12/31/2012

Application for Temporary Employment Certification
ETA Form 9142
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C. Employer Information

Important Note: Enter the full name of the individual employer, partnership, or corporation and all other required information in this section. For joint employer or master applications filed on behalf of more than one employer under the H-2A program, identify the main or primary employer in the section below and then submit a separate attachment that identifies each employer by name, mailing address, and total worker positions needed, under the application.

1. Legal business name * BUTLER AMUSEMENTS, INC		
2. Trade name/Doing Business As (DBA), if applicable N/A		
3. Address 1 * 3003 SW 153RD DR STE 205		
4. Address 2 N/A		
5. City * BEAVERTON	6. State * OR	7. Postal code * 97006
8. Country * UNITED STATES OF AMERICA	9. Province N/A	
10. Telephone number * 408-210-6653	11. Extension N/A	
12. Federal Employer Identification Number (FEIN from IRS) * 770014796	13. NAICS code (must be at least 4-digits) * 713990	
14. Number of non-family full-time equivalent employees 500	15. Annual gross revenue $32,000,000.00	16. Year established 1969

17. Type of employer application (choose only one box below) *

- [x] Individual Employer
- [ ] H-2A Labor Contractor or Job Contractor
- [ ] Association – Sole Employer (H-2A only)
- [ ] Association – Joint Employer (H-2A only)
- [ ] Association – Filing as Agent (H-2A only)

D. Employer Point of Contact Information

Important Note: The information contained in this Section must be that of an employee of the employer who is authorized to act on behalf of the employer in labor certification matters. The information in this Section must be different from the agent or attorney information listed in Section E, unless the attorney is an employee of the employer. For joint employer or master applications filed on behalf of more than one employer under the H-2A program, enter only the contact information for the main or primary employer (e.g., contact for an association filing as joint employer) under the application.

1. Contact's last (family) name * BRAJEVICH	2. First (given) name * MICHAEL	3. Middle name(s) * N/A	
4. Contact's job title * CEO			
5. Address 1 * 3003 SW 153RD DR STE 205			
6. Address 2 N/A			
7. City * BEAVERTON		8. State * OR	9. Postal code * 97006
10. Country * UNITED STATES OF AMERICA		11. Province N/A	
12. Telephone number * 408-210-6653	13. Extension N/A	14. E-Mail address MICKBRAJEVICH@AOL.COM	

OMB Approval: 1205-0466
Expiration Date: 12/31/2012

Application for Temporary Employment Certification
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E. Attorney or Agent Information (If applicable)

1 Is/are the employer(s) represented by an attorney or agent in the filing of this application (including associations acting as agent under the H-2A program)? If "Yes", complete Section E. *			☑ Yes ☐ No
2. Attorney or Agent's last (family) name §	3. First (given) name §	4. Middle name(s) §	
Judkins	James	K	
5. Address 1 §			
32775 FM 106			
6. Address 2			
N/A			
7. City §	8. State §	9. Postal code §	
Rio Hondo	TX	78583	
10. Country §	11. Province		
UNITED STATES OF AMERICA	N/A		
12. Telephone number §	13. Extension	14. E-Mail address	
956-748-0550	N/A	carnival.workforce@gmail.com	
15. Law firm/Business name §		16. Law firm/Business FEIN §	
JKJ Workforce Agency, Inc.		841626921	
17. State Bar number (only if attorney) §		18. State of highest court where attorney is in good standing (only if attorney) §	
N/A		N/A	
19. Name of the highest court where attorney is in good standing (only if attorney) §			
N/A			

F. Job Offer Information

a. Job Description

1. Job Title *	
Amusement and Recreation Attendants - Traveling Ca	
2. Number of hours of work per week	3. Hourly Work Schedule *
Basic *: 40 Overtime: 0	A.M. (h:mm): 1 00 P.M. (h:mm): 10 00
4. Does this position supervise the work of other employees? * ☐ Yes ☑ No	4a. If yes, number of employees worker will supervise (if applicable) § N/A

5. Job duties – A description of the duties to be performed MUST begin in this space. If necessary, add attachment to continue and complete description. *

Perform variety of attending duties at amusement facility (traveling carnival). Set-up, tear-down, operate amusement rides, food concessions and/or games.

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F. Job Offer Information *(continued)*

b. Minimum Job Requirements

1. Education: minimum U.S. diploma/degree required *

☑ None ☐ High School/GED ☐ Associate's ☐ Bachelor's ☐ Master's ☐ Doctorate (PhD) ☐ Other degree (JD, MD, etc.)

1a. If "Other degree" in question 1, specify the diploma/ degree required §	1b. Indicate the major(s) and/or field(s) of study required § (May list more than one related major and more than one field)
N/A	N/A

2. Does the employer require a second U.S. diploma/degree? *	☐ Yes	☑ No
2a. If "Yes" in question 2, indicate the second U.S. diploma/degree and the major(s) and/or field(s) of study required §		
N/A		
3. Is training for the job opportunity required? *	☐ Yes	☑ No

3a. If "Yes" in question 3, specify the number of months of training required §	3b. Indicate the field(s)/name(s) of training required § (May list more than one related field and more than one type)
N/A	N/A

4. Is employment experience required? *	☐ Yes	☑ No

4a. If "Yes" in question 4, specify the number of months of experience required §	4b. Indicate the occupation required §
N/A	N/A

5. Special Requirements - List specific skills, licenses/certifications, and requirements of the job opportunity. *

No special skills, licenses/certifications for this employment. However, these employees come into contact with children at our entertainment events and our company policy, local sponsor policy and common practice mean that the applicants must be able to pass post-employment drug and background checks in regards to Megan's Law, Felonys and Convictions that would require the employee to register as a sexual offender or predator.

c. Place of Employment Information

1. Worksite address 1 *
1301 South Fair Avenue

2. Address 2
N/A

3. City *	4. County *
Yakima	Yakima County
5. State/District/Territory * WA	6. Postal code * 98901
7. Will work be performed in multiple worksites within an area of intended employment or a location(s) other than the address listed above? *	☑ Yes ☐ No

7a. If Yes in question 7, identify the geographic place(s) of employment with as much specificity as possible. If necessary, submit an attachment to continue and complete a listing of all anticipated worksites. §

SEE ADDENDUM FOR ADDITIONAL WORKSITE FOR PLACE OF EMPLOYMENT

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G. Rate of Pay

1. Basic Rate of Pay Offered *	1a. Overtime Rate of Pay *(if applicable)* §
From: $ 323 . 60 To (Optional): $ 368 . 40	From: $ N/A . N/A To (Optional): $ N/A . N/A

2. Per: (Choose only one) * ☐ Hour ☑ Week ☐ Bi-Weekly ☐ Month ☐ Year ☐ Piece Rate

2a. If Piece Rate is indicated in question 2, specify the wage offer requirements: §
N/A

3. Additional Wage Information (e.g., multiple worksite applications, itinerant work, or other special procedures). If necessary, add attachment to continue and complete description. §
FLSA exemption 13(a)(3) applies to this employer in State and Local venues that respect the FLSA exemption 13 (a)(3).

Employer follows prevailing practices for the Traveling Amusement Industry in regards to housing, transportation and weekly salary for workers.

H. Recruitment Information

1. Name of State Workforce Agency (SWA) serving the area of intended employment *
Washington State WorkSource

2. SWA job order identification number *	2a. Start date of SWA job order *	2b. End date of SWA job order * (In H-2A this date is 50% of contract period)
WS413925495	10/18/2012	10/28/2012

3. Is there a Sunday edition of a newspaper (of general circulation) in the area of intended employment? * ☑ Yes ☐ No

Name of Newspaper/Publication *(in area of intended employment for H-2B only)* *	Dates of Print Advertisement §	
4. Yakima Herald Republic	From: 10/21/2012	To: 10/21/2012
5. Yakima Herald Republic	From: 10/24/2012	To: 10/24/2012

6. Additional Recruitment Activities for H-2B program. Use the space below to identify the type(s) or source(s) of recruitment, geographic location(s) of recruitment, and the date(s) on which recruitment was conducted. If necessary, add attachment to continue and complete description. *
Employer recruits workers by:
Contacting local recruitment agencies for "spot help" to fill in at specific locations.
Posting Help Wanted Signs at all events.

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I. Declaration of Employer and Attorney/Agent

In accordance with Federal regulations, the employer must attest that it will abide by certain terms, assurances and obligations as a condition for receiving a temporary labor certification from the U.S. Department of Labor. Applications that fail to attach Appendix A.2 or Appendix B.1 will be considered incomplete and not accepted for processing by the ETA application processing center.

1. For H-2A Applications ONLY, please confirm that you have read and agree to all the applicable terms, assurances and obligations contained in **Appendix A.2.** §	☐ Yes ☐ No ☐ N/A
2. For H-2B Applications ONLY, please confirm that you have read and agree to all the applicable terms, assurances and obligations contained in **Appendix B.1.** §	☑ Yes ☐ No ☐ N/A

J. Preparer

Complete this section if the preparer of this application is a person other than the one identified in either Section D (employer point of contact) or E (attorney or agent) of this application.

1. Last (family) name §	2. First (given) name §	3. Middle initial §
N/A	N/A	N/A
4. Job Title § N/A		
5. Firm/Business name § N/A		
6. E-Mail address § N/A		

K. U.S. Government Agency Use (ONLY)

Pursuant to the provisions of Section 101 (a)(15)(h)(ii) of the Immigration and Nationality Act, as amended, I hereby certify that there are not sufficient U.S. workers available and the employment of the above will not adversely affect the wages and working conditions of workers in the U.S. similarly employed. By virtue of the signature below, the Department of Labor hereby acknowledges the following:

This certification is valid from 02/01/2013 to 10/31/2013.

William L. Carlson
Department of Labor, Office of Foreign Labor Certification

12/14/2012
Determination Date (date signed)

H-400-12313-874905
Case number

CERTIFIED
Case Status

L. OMB Paperwork Reduction Act *(1205-0466)*

Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. Respondent's reply to these reporting requirements is mandatory to obtain the benefits of temporary employment certification (Immigration and Nationality Act, Section 101 (a)(15)(H)(ii)). Public reporting burden for this collection of information is estimated to average 1 hour per response for H-2A and 2 hours 45 minutes for H-2B, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate to the Office of Foreign Labor Certification * U.S. Department of Labor * Room C4312 * 200 Constitution Ave., NW * Washington, DC * 20210. **Do NOT send the completed application to this address.**

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CORRECTION APPROVED BY NATIONAL PROCESSING CENTER
SA ON 12-14-12
DATE

ADDENDUM

Complete worksite location list is attached.

ADDENDUM SECTION F.c.7: Additional Worksites

1. California County/Township MERCED - MERCED, CA MSA
2. California County/Township KERN - BAKERSFIELD, CA MSA
3. California County/Township ALAMEDA - OAKLAND-FREMONT-HAYWARD, CA METROPOLITAN DIVISION
4. California County/Township STANISLAUS - MODESTO, CA MSA
5. California County/Township SANTA CLARA - SAN JOSE-SUNNYVALE-SANTA CLARA, CA MSA
6. California County/Township FRESNO - FRESNO, CA MSA
7. Washington County/Township YAKIMA - YAKIMA, WA MSA
8. California County/Township KERN - BAKERSFIELD, CA MSA
9. California County/Township SAN JOAQUIN - STOCKTON, CA MSA
10. Nevada County/Township CLARK - LAS VEGAS-PARADISE, NV MSA
11. Washington County/Township SPOKANE - SPOKANE, WA MSA
12. Idaho County/Township BINGHAM - EAST IDAHO NONMETROPOLITAN AREA
13. California County/Township INYO - EASTERN SIERRA REGION OF CALIFORNIA NONMETROPOLITAN AREA
14. Washington County/Township SNOHOMISH - SEATTLE-BELLEVUE-EVERETT, WA METROPOLITAN DIVISION
15. Idaho County/Township ADA - BOISE CITY-NAMPA, ID MSA
16. Washington County/Township LEWIS - SOUTHWESTERN WASHINGTON NONMETROPOLITAN AREA
17. California County/Township NEVADA - NORTHERN MOUNTAINS REGION OF CALIFORNIA NONMETROPOLITAN AREA
18. Washington County/Township CLARK - PORTLAND-VANCOUVER-BEAVERTON, OR-WA MSA
19. California County/Township MENDOCINO - NORTH COAST REGION OF CALIFORNIA NONMETROPOLITAN AREA
20. California County/Township SANTA CLARA - SAN JOSE-SUNNYVALE-SANTA CLARA, CA MSA
21. California County/Township SOLANO - VALLEJO-FAIRFIELD, CA MSA
22. California County/Township VENTURA - OXNARD-THOUSAND OAKS-VENTURA, CA MSA
23. Oregon County/Township WASHINGTON - PORTLAND-VANCOUVER-BEAVERTON, OR-WA MSA
24. Oregon County/Township COOS - COASTAL OREGON NONMETROPOLITAN AREA
25. Oregon County/Township LINCOLN - COASTAL OREGON NONMETROPOLITAN AREA
26. California County/Township STANISLAUS - MODESTO, CA MSA
27. California County/Township SACRAMENTO - SACRAMENTO--ARDEN-ARCADE--ROSEVILLE, CA MSA
28. Washington County/Township KING - SEATTLE-BELLEVUE-EVERETT, WA METROPOLITAN DIVISION
29. California County/Township SAN MATEO - SAN FRANCISCO-SAN MATEO-REDWOOD CITY, CA METROPOLITAN DIVISION
30. California County/Township MARIN - SAN FRANCISCO-SAN MATEO-REDWOOD CITY, CA METROPOLITAN DIVISION
31. California County/Township SANTA CLARA - SAN JOSE-SUNNYVALE-SANTA CLARA, CA MSA
32. Washington County/Township PIERCE - TACOMA, WA METROPOLITAN DIVISION
33. California County/Township CONTRA COSTA - OAKLAND-FREMONT-HAYWARD, CA METROPOLITAN DIVISION
34. California County/Township SANTA BARBARA - SANTA BARBARA-SANTA MARIA, CA MSA
35. Washington County/Township KING - SEATTLE-BELLEVUE-EVERETT WA METROPOLITAN DIVISION
36. California County/Township SAN JOAQUIN - STOCKTON, CA MSA
37. California County/Township ALAMEDA - OAKLAND-FREMONT-HAYWARD, CA METROPOLITAN DIVISION
38. Washington County/Township SNOHOMISH - SEATTLE-BELLEVUE-EVERETT, WA METROPOLITAN DIVISION
39. California County/Township MERCED - MERCED, CA MSA
40. California County/Township SHASTA - REDDING, CA MSA
41. California County/Township SAN MATEO - SAN FRANCISCO-SAN MATEO-REDWOOD CITY, CA METROPOLITAN DIVISION
42. California County/Township SANTA CLARA - SAN JOSE-SUNNYVALE-SANTA CLARA, CA MSA
43. Washington County/Township KING - SEATTLE-BELLEVUE-EVERETT, WA METROPOLITAN DIVISION
44. California County/Township RIVERSIDE - RIVERSIDE-SAN BERNARDINO-ONTARIO, CA MSA
45. California County/Township SAN MATEO - SAN FRANCISCO-SAN MATEO-REDWOOD CITY, CA METROPOLITAN DIVISION
46. California County/Township MENDOCINO - NORTH COAST REGION OF CALIFORNIA NONMETROPOLITAN AREA
47. California County/Township ALAMEDA - OAKLAND-FREMONT-HAYWARD, CA METROPOLITAN DIVISION
48. Washington County/Township THURSTON - OLYMPIA, WA MSA
49. California County/Township MENDOCINO - NORTH COAST REGION OF CALIFORNIA NONMETROPOLITAN AREA
50. California County/Township SAN DIEGO - SAN DIEGO-CARLSBAD-SAN MARCOS, CA MSA
51. California County/Township FRESNO - FRESNO, CA MSA
52. California County/Township ORANGE - SANTA ANA-ANAHEIM-IRVINE, CA METROPOLITAN DIVISION
53. Washington County/Township COWLITZ - LONGVIEW, WA MSA
54. California County/Township BUTTE - CHICO, CA MSA
55. Washington County/Township CLARK - PORTLAND-VANCOUVER-BEAVERTON, OR-WA MSA
56. California County/Township ORANGE - SANTA ANA-ANAHEIM-IRVINE, CA METROPOLITAN DIVISION
57. California County/Township MONTEREY - SALINAS, CA MSA
58. California County/Township SACRAMENTO - SACRAMENTO--ARDEN-ARCADE--ROSEVILLE, CA MSA
59. California County/Township GLENN - NORTH VALLEY REGION OF CALIFORNIA NONMETROPOLITAN AREA
60. California County/Township TULARE - VISALIA-PORTERVILLE, CA MSA
61. California County/Township SANTA CLARA - SAN JOSE-SUNNYVALE-SANTA CLARA, CA MSA
62. California County/Township SAN BENITO - SAN JOSE-SUNNYVALE-SANTA CLARA, CA MSA
63. Washington County/Township BENTON - KENNEWICK-RICHLAND-PASCO, WA MSA
64. California County/Township SOLANO - VALLEJO-FAIRFIELD, CA MSA
65. Nevada County/Township CLARK - LAS VEGAS-PARADISE, NV MSA
66. California County/Township PLACER - SACRAMENTO--ARDEN-ARCADE--ROSEVILLE, CA MSA
67. California County/Township SAN BERNARDINO - RIVERSIDE-SAN BERNARDINO-ONTARIO, CA MSA
68. Washington County/Township WALLA WALLA - EASTERN WASHINGTON NONMETROPOLITAN AREA
69. California County/Township MERCED - MERCED, CA MSA
70. California County/Township SAN MATEO - SAN FRANCISCO-SAN MATEO-REDWOOD CITY, CA METROPOLITAN DIVISION
71. California County/Township SANTA BARBARA - SANTA BARBARA-SANTA MARIA, CA MSA

OMB Control Number: 1205-0466
Expiration Date: 12/31/2012

Application for Temporary Employment Certification

ETA Form 9142 – APPENDIX B.1
U.S. Department of Labor

For Use in Filing Applications Under the H-2B Non-Agricultural Program ONLY

A. Attorney or Agent Declaration

I hereby certify that I am an employee of, or hired by, the employer listed in Section C of the ETA Form 9142, and that I have been designated by that employer to act on its behalf in connection with this application. I also certify that to the best of my knowledge the information contained herein is true and correct. I understand that to knowingly furnish false information in the preparation of this form and any supplement hereto or to aid, abet, or counsel another to do so is a felony punishable by a $250,000 fine or 5 years in a Federal penitentiary or both (18 U.S.C. 1001).

1. Attorney or Agent's last (family) name	2. First (given) name	3. Middle initial
Judkins	James	K
4. Firm/Business name JKJ Workforce Agency, Inc.		
5. E-Mail address carnival.workforce@gmail.com		
6. Signature		7. Date signed 12/17/2012

B. Employer Declaration

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

1. The job opportunity is a bona fide, full-time temporary position, the qualifications for which are consistent with the normal and accepted qualifications required by non-H-2B employers in the same or comparable occupations.
2. The job opportunity is not vacant because the former occupant(s) is (are) on strike or locked out in the course of a labor dispute involving a work stoppage.
3. The job opportunity is open to any qualified U.S. worker regardless of race, color, national origin, age, sex, religion, handicap, or citizenship, and the employer has conducted the required recruitment, in accordance with regulations, and has been unsuccessful in locating sufficient numbers of qualified U.S. applicants for the job opportunity for which certification is sought. Any U.S. workers who applied or apply for the job were or will be rejected only for lawful, job-related reasons, and the employer must retain records of all rejections.
4. The offered terms and working conditions of the job opportunity are normal to workers similarly employed in the area(s) of intended employment and are not less favorable than those offered to the foreign worker(s) and are not less than the minimum terms and conditions required by Federal regulation at 20 CFR 655, Subpart A.
5. The offered wage equals or exceeds the highest of the most recent prevailing wage that is or will be issued by the Department to the employer for the time period the work is performed, or the applicable Federal, State, or local minimum wage, and the employer will pay the offered wage.
6. The offered wage is not based on commissions, bonuses or other incentives, unless the employer guarantees a wage paid on a weekly, bi-weekly, or monthly basis that equals or exceeds the prevailing wage, or the legal Federal or State minimum wage, whichever is highest.
7. During the period of employment that is the subject of the labor certification application, the employer will comply with applicable Federal, State and local employment-related laws and regulations, including employment-related health and safety laws;
8. The employer has not laid off and will not lay off any similarly employed U.S. worker in the occupation that is the subject of the Application for Temporary Employment Certification in the area of intended employment within the period beginning 120 days before the date of need, except where the employer also attests that it offered the job opportunity that is the subject of the application to those laid-off U.S. worker(s) and the U.S. worker(s) either refused the job opportunity or was rejected for the job opportunity for lawful, job-related reasons.

Application for Temporary Employment Certification

ETA Form 9142 – APPENDIX B.1
U.S. Department of Labor

9. The employer and its agents and/or attorneys have not sought or received payment of any kind from the employee for any activity related to obtaining labor certification, including payment of the employer's attorneys' fees, application fees, or recruitment costs. For purposes of this paragraph, payment includes, but is not limited to, monetary payments, wage concessions (including deductions from wages, salary, or benefits), kickbacks, bribes, tributes, in kind payments, and free labor.

10. Unless the H-2B worker is being sponsored by another subsequent employer, the employer will inform H-2B workers of the requirement that they leave the U.S. at the end of the period certified by the Department or separation from the employer, whichever is earlier, as required under § 655.35, and that if dismissed by the employer prior to the end of the period, the employer is liable for return transportation.

11. Upon the separation from employment of any foreign worker(s) employed under the labor certification application, if such separation occurs prior to the end date of the employment specified in the application, the employer will notify the Department and DHS in writing or any other method specified of the separation from employment not later than forty-eight (48) hours after such separation is discovered by the employer.

12. The employer will not place any H-2B workers employed pursuant to this application outside the area of intended employment listed on the Application for Temporary Employment Certification unless the employer has obtained a new temporary labor certification from the Department.

13. The dates of temporary need, reason(s) for temporary need, and number of worker positions being requested for certification have been truly and accurately stated on the application.

14. If the application is being filed as a job contractor, the employer will not place any H-2B workers employed pursuant to the labor certification application with any other employer or at another employer's worksite unless:

    (i) The employer applicant first makes a bona fide inquiry as to whether the other employer has displaced or intends to displace a similarly employed U.S. worker within the area of intended employment within the period beginning 120 days before and throughout the entire placement of the H-2B worker, the other employer provides written confirmation that it has not so displaced and does not intend to displace such U.S. workers; and
    (ii) All worksites are listed on the certified Application for Temporary Employment Certification.

I **hereby designate** the agent or attorney identified in section D (if any) of the ETA Form 9142 to represent me for the purpose of labor certification and, by virtue of my signature in Block 3 below, I **take full responsibility** for the accuracy of any representations made by my agent or attorney.

I **declare** under penalty of perjury that I have read and reviewed this application and that to the best of my knowledge the information contained therein is true and accurate. I understand that to knowingly furnish false information in the preparation of this form and any supplement thereto or to aid, abet, or counsel another to do so is a felony punishable by a $250,000 fine or 5 years in the Federal penitentiary or both (18 U.S.C. 1001).

1. Last (family) name	2. First (given) name	3. Middle initial
BRAJEVICH	MICHAEL	N/A
4. Title		
CEO		
5. Signature		6. Date signed
Michael Brajevich		12/17/2012

OMB No. 1615-0009; Expires 10/31/2013

Department of Homeland Security
U.S. Citizenship and Immigration Services

Instructions for Form I-129, Petition for a Nonimmigrant Worker

NOTE: You may file Form I-129 electronically. Go to our Internet Web site at www.uscis.gov and follow the detailed instructions on e-filing.

Instructions

Read these instructions carefully to properly complete this form. If you need more space to complete an answer, go to Part 9 and indicate the question number of the item to which the answer refers.

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What Is the Purpose of This Form?

This form is used by an employer to petition U.S. Citizenship and Immigration Services (USCIS) for an alien beneficiary to come as a nonimmigrant to the United States temporarily to perform services or labor, or to receive training.

Form I-129 consists of the:

1. Basic petition;
2. Individual supplements relating to specific classifications; and
3. H-1B Data Collection and Filing Fee Exemption Supplement (required for H-1B classifications only).

These instructions are divided into two parts:

PART 1: Classifications that always require a petition:

E-2 CNMI, treaty investor exclusively in the Commonwealth of the Northern Mariana Islands (CNMI).

H-1B, specialty occupations; an alien coming to perform services of an exceptional nature relating to a project administered by the U.S. Department of Defense, or a fashion model who has national and international acclaim.

H-1C, registered nurse.

H-2A, temporary agricultural worker.

H-2B, temporary nonagricultural worker.

H-3, trainee.

L-1, intracompany transferee.

O-1, alien of extraordinary ability in arts, science, education, business, or athletics.

O-2, accompanying alien who is coming to the United States to assist in the artistic or athletic performance of an O-1 artist or athlete.

P-1, major league sports.

P-1, internationally recognized athlete/entertainment group.

P-1S, essential support personnel for a P-1.

P-2, artist/entertainer in reciprocal exchange program.

P-2S, essential support personnel for a P-2.

P-3, artist/entertainer coming to the United States to perform, teach, or coach under a program that is culturally unique.

P-3S, essential support personnel for a P-3.

Q-1, alien coming temporarily to participate in an international cultural exchange program.

R-1, religious worker.

PART 2: Classification that requires a petition only if the beneficiary is already in the United States and requesting an extension of stay or change of status:

E-1, treaty trader.

E-2, treaty investor (not including E-2 CNMI treaty investors).

E-3, Free Trade Agreement professionals from Australia.

Free Trade Nonimmigrants, H-1B1 aliens from Chile or Singapore and TN aliens from Canada or Mexico.

NOTE: A petition must always be filed for an E-2 CNMI investor classification.

Who May File This Form I-129?

General. A U.S. employer may file this form and applicable supplements to classify an alien in any nonimmigrant classification listed in **Part 1** and **Part 2** of these instructions. A foreign employer may file for certain classifications as indicated in the specific instructions.

Agents. A U.S. individual or company in business as an agent may file for types of workers who are traditionally self-employed or who traditionally use an agent to arrange short-term employment with numerous employers. A petition filed by an agent must include a complete itinerary of services or engagements, including dates, names, and addresses of the actual employers, and the locations where the services will be performed. A petition filed by a U.S. agent must guarantee the wages and other terms and conditions of employment by contractual agreement with the beneficiary or beneficiaries of the petition. The agent/employer must also provide an itinerary of definite employment and information on any other services planned for the period of time requested.

Including more than one alien in a petition. Multiple aliens who will seek admission in H-1C, H-2A, H-2B, H-3, P-1, P-2, P-3, O-2, or Q-1 classification may be included on the same petition provided:

1. They will all be employed for the same period of time; and
2. They will all perform the same services, receive the same training, or participate in the same international cultural exchange program.

Exception: H-2A and H-2B petitions for workers from countries not listed on the respective "Eligible Countries List" should be filed separately. See www.uscis.gov for the list of H-2A and H-2B participating countries.

Multiple locations. A petition for alien(s) to perform services or labor or receive training in more than one location must include an itinerary with the dates and locations where the services or training will take place.

Naming beneficiaries. All beneficiaries in a petition must be named except for an H-2A agricultural worker or an H-2B temporary nonagricultural worker. **Exceptions:** You must provide the name, date of birth, country of birth, and country of nationality of all H-2A and H-2B workers when: **(1)** the petition is filed for a worker who is a national of a country not designated by the Secretary of Homeland Security as eligible to participate in the H-2A or H-2B program, or **(2)** the beneficiary is in the United States. In addition, USCIS may require the petitioner to name H-2B beneficiaries where the name is needed to establish eligibility for H-2B nonimmigrant status.

Where some or all of the beneficiaries are not named, specify the total number of unnamed beneficiaries and total number of beneficiaries in the petition.

General Filing Instructions

1. Complete the basic form and any relating supplement.
2. Type or print legibly in blue or black ink.
3. If extra space is needed to complete any item, go to **Part 9,** Explanation Page, indicate the item number, and date and sign the sheet.
4. Answer all questions fully and accurately. State that an item is not applicable with "N/A." If the answer is none, write "none."
5. Submit a duplicate copy of the petition and all supporting documentation.

Basis for Classification

The following is an explanation of the choices listed on **Page 2, Part 2, Item 2** of the Form I-129.

a. **New employment.** Check this box if the beneficiary:

(1) Is outside the U.S. and holds no classification;

(2) Is to begin employment for new U.S. employer in a different nonimmigrant classification than the alien currently holds; **or**

(3) Will work for the same employer but in a different nonimmigrant classification.

b. **Continuation of previously approved employment without change with the same employer.** Check this box if applying to continue employment of the beneficiary in the same nonimmigrant classification the beneficiary currently holds and there has been no change to the employment.

c. **Change in previously approved employment.** Check this box if applying to notify USCIS of a non-material change to the previously approved employment such as a change in job title without a material change in job duties.

d. **New concurrent employment.** Check this box if applying for a beneficiary to begin new employment with an additional employer in the same nonimmigrant classification the beneficiary currently holds while the beneficiary will continue working for his or her current employer in the same classification.

e. **Change of employer.** Check this box if applying for a beneficiary to begin employment working for a new employer in the same nonimmigrant classification that the beneficiary currently holds.

f. **Amended Petition.** Check this box if applying to notify USCIS of a material change in the terms or conditions of employment or training or the beneficiary's eligibility as specified in the original approved petition. Additionally, petitioners requesting H-2A or H-2B substitutions should check this box.

Requested Action

The following is an explanation of the types of action a petitioner/employer may choose for **Page 2, Part 2, Item 4** of Form I-129. Choose only one action.

a. **Notify the office in Part 4 so the person(s) can obtain a visa or be admitted.** Check this box if the beneficiary is currently outside of the United States, or, if the beneficiary is in the United States, he or she will leave the United States to obtain a visa/admission abroad.

b. **Change the person(s) status and extend their stay since the person(s) are all now in the United States in another status.** Check this box if the beneficiary is currently in the United States in a different nonimmigrant classification and is applying to change to a new, nonimmigrant status.

c. **Extend the stay of the person(s) since they now hold this status.** Check this box if the beneficiary is currently in the United States in a nonimmigrant classification and is requesting an extension of his or her stay in the same nonimmigrant classification.

d. **Amend the stay of the person(s) since they now hold this status.** Check this box if the beneficiary is currently in the United States in the same nonimmigrant classification and filing the petition to notify USCIS of any material changes in the terms and conditions of employment, training or the beneficiary's eligibility as specified in the original approved petition.

e. **Extend the status of a nonimmigrant classification based on a Free Trade Agreement.** Check this box if the beneficiary is currently in the United States based on a Free Trade Agreement (H-1B1 Chile/Singapore or TN classification) and is requesting an extension of his or her stay in that same classification.

f. **Change status to a nonimmigrant classification based on a Free Trade Agreement.** Check this box if the beneficiary is currently in the United States in a different nonimmigrant classification based on a Free Trade Agreement (H-1B1 Chile/Singapore or TN classification).

Certification Pertaining to the Release of Controlled Technology or Technical Data to Foreign Persons in the United States

U.S. Export Controls on Release of Controlled Technology or Technical Data to Foreign Persons. The Export Administration Regulations (EAR) (15 CFR Parts 770-774) and the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130) require U.S. persons to seek and receive authorization from the U.S. Government before releasing to foreign persons in the United States controlled technology or technical data. Under both the EAR and the ITAR, release of controlled technology or technical data to foreign persons in the United States--even by an employer--is deemed to be an export to that person's country or countries of nationality. One implication of this rule is that a U.S. company must seek and receive a license from the U.S. Government before it releases controlled technology or technical data to its nonimmigrant workers employed as H-1B, L-1 or O-1A beneficiaries.

Requirement to Certify Compliance with U.S. Export Control Regulations. The U.S. Government requires each company or other entity to certify that it has reviewed the EAR and ITAR and determined whether it will require a U.S. Government export license to release controlled technology or

technical data to the beneficiary. If an export license is required, then the company or other entity must further certify that it will not release or otherwise provide access to controlled technology or technical data to the beneficiary until it has received from the U.S. Government the required authorization to do so. The petitioner must indicate whether or not a license is required on **Page 5, Part 6** of Form I-129.

Controlled Technology and Technical Data. The licensing requirements described above will affect only a small percentage of petitioners because most types of technology are not controlled for export or release to foreign persons. The technology and technical data that are, however, controlled for release to foreign persons are identified on the EAR's Commerce Control List (CCL) and the ITAR's U.S. Munitions List (USML). The CCL is found at 15 CFF Part 774, Supp. 1. See **http://www.access.gpo.gov/bis/ear/ear_data.html#ccl**. The USML is at 22 CFR 121.1. See **http://www.pmddtc.state.gov/regulations_laws/itar.html**. The EAR-controlled technology on the CCL generally pertains to that which is for the production, development, or use of what are generally known as "dual-use" items. The ITAR-controlled technical data on the USML generally pertains to that which is directly related to defense articles.

The U.S. Department of Commerce's Bureau of Industry and Security administers the CCL and is responsible for issuing licenses for the release to foreign persons of technology controlled under the EAR. The U.S. Department of State's Directorate of Defense Trade Controls (DDTC) administers the USML and is responsible for issuing licenses for the release to foreign persons of technical data controlled under the ITAR. Information about the EAR and how to apply for a license from BIS are at www.bis.doc.gov. Specific information about EAR's requirements pertaining to the release of controlled technology to foreign persons is at www.bis.doc.gov/deemedexports. Information about the ITAR and how to apply for a license from DDTC are at www.pmdtc.gov. Specific information about the ITAR's requirements pertaining to the release of controlled technical data is at http://www.pmddtc.state.gov/faqs/license_foreignpersons.html.

Classification - Initial Evidence

For all classifications, if a beneficiary is seeking a **change of status** or **extension of stay**, evidence of maintenance of status must be included with the new petition. If the beneficiary is employed in the United States, the petitioner may submit copies of the last 2 pay stubs and, when available, Form W-2, as well as a copy of the Form I-94 or I-797, Approval Notice.

The beneficiary's dependent family members (generally, spouses and children under 21) should use Form I-539, Application to Change/Extend Nonimmigrant Status, to apply for a change of status or extension of stay.

A nonimmigrant, who must have a passport to be admitted, must keep that passport valid during his or her entire stay. If a required passport is not valid, include a full explanation with the petition.

The following nonimmigrants are not eligible to change status:

1. An alien admitted under a visa waiver program;
2. An alien is transit (C) or in transit without a visa (TWOV);
3. A crewman (D);
4. A fiancé(e) (K-1) or his or her dependent (K-2);
5. A spouse of a U.S. citizen (K-3) or his or her dependent (K-4);
6. A J-1 exchange visitor whose status was for the purpose of receiving graduate medical training (unless a waiver has been granted under section 214(l) of the Immigration and Nationality Act);
7. A J-1 exchange visitor subject to the foreign residence requirement who has not received a waiver of that requirement; and
8. An M-1 student to an H classification, if training received as an M-1 helped him or her qualify for H classification.

Part 1: Petition Always Required

The following classifications always require a petition.

The initial evidence listed below and the initial evidence listed under the instructions for a change of status or extension of stay must be included with a petition for a new or concurrent employment or for an extension where there is a change in previously approved employment.

However, a petition for extension based on unchanged, previously approved employment should only be filed with the initial evidence required in the extension of stay instructions.

E-2 CNMI

An E-2 CNMI investor is an alien seeking to enter or remain in the Commonwealth of Northern Mariana Islands (CNMI) in order to maintain an investment in the CNMI that was approved by the CNMI government prior to November 28, 2009. An E-2 CNMI investor classification is specifically limited to an alien investor who has previously been granted a qualifying long term investor status under the laws of the CNMI. This

H-1C

An H-1C is an alien coming temporarily to perform services as a registered nurse at a qualifying health care facility. This classification expired on December 20, 2009.

Write **H-1C** in the classification requested block on the petition.

Petitioners should complete and sign relevant sections of the H Classification Supplement and additionally submit evidence that the beneficiary:

1. Has obtained a health care worker certification or certified statement in accordance with section 212(a)(5)(c) of the INA, from the Commission on Graduates of Foreign Nursing Schools (CGFNS) or another approved credentialing organization;
2. Has obtained a full and unrestricted license to practice nursing in the country where the alien obtained nursing education, or has received nursing education in the United States;
3. Has passed the examination by the CGFNS or has obtained a full and unrestricted (permanent) license to practice as a registered nurse in the State of intended employment, or has obtained a full and unrestricted (permanent) license in any State or territory of the United States and received temporary authorization to practice as a registered nurse in the State of intended employment;
4. Is fully qualified and eligible under the laws governing the place of intended employment to practice as a registered nurse immediately upon admission to the United States (including such temporary or interim licensing requirements that authorize employment), and is authorized under such laws to be employed by the employer. For purposes of this paragraph, the temporary or interim licensing may be obtained immediately after the alien enters the United States; and
5. Will be authorized by a State Board of Nursing to engage in registered nurse practice in a State or U.S. territory and will be practicing in a facility that provides health care services.
6. The following must also be submitted:
   - **A.** A current copy of the U.S. Department of Labor's notice of acceptance of the filing of its attestation on Form ETA 9081;
   - **B.** Statement describing any limitations that the laws of the State or jurisdiction of intended employment place on each beneficiary's services;
   - **C.** Evidence that each beneficiary's name on the petition meets the definition of a registered nurse as defined in 8 CFR 214.2(h)(3)(i)(A) and satisfies the requirements contained in Section 212(m)(1) of the INA;
   - **D.** The employment contract; and
   - **E.** Evidence of each beneficiary's previously granted classification in the past 3 years if he or she was in the United States during this time.

Completing Section 2 of the H Classification Supplement to Form I-129

All petitioners seeking workers in H-1C classification must complete **Section 2** of the H classification to Form I-129 (**page 12** of the form).

H-2A

An H-2A is an alien coming temporarily to perform agricultural labor or services of a temporary or seasonal nature.

Write **H-2A** in the classification block on the petition.

The petition must be filed by a U.S. employer or its U.S. agent or an association of U.S. agricultural producers named as a joint employer on the temporary labor certification. The petitioner or employer (if different from the petitioner), and each joint employer must complete and sign relevant sections of the H Classification Supplement and additionally submit the following evidence:

1. A single, valid temporary labor certification;* and
2. Copies of evidence showing that each named beneficiary meets the minimum job requirements stated in the certification at the time the labor certification application was filed.

***NOTE:** Under certain emergent circumstances, as determined by USCIS, petitions requesting a continuation of employment with the same employer for 2 weeks or less are exempt from the temporary labor certification requirement. See 8 CFR 214.2(h)(5)(x).

H-2B

An H-2B is an alien coming temporarily to engage in temporary nonagricultural services or labor that is based on the employer's seasonal, intermittent, peakload, or one-time need.

Write **H-2B** in the classification block on the petition.

The petition must be filed by a U.S. employer, a U.S. agent, or a foreign employer filing through a U.S. agent. The petitioner must complete and sign relevant sections of the H Classification Supplement and additionally submit the following evidence.

1. A temporary labor certification* from the U.S. Department of Labor, or the Governor of Guam (if the proposed employment is solely in Guam); and

2. If applicable, copies of evidence showing that each named beneficiary meets the minimum job requirements stated on the temporary labor certification (such as employment letters and training certificates, etc.).

***NOTE:** Petitions filed on behalf of Canadian musicians who will be performing for 1 month or less within 50 miles of the U.S.-Canadian border do not require a temporary labor certification.

H-3 (Two types)

An H-3 is an alien coming temporarily to participate in a special education exchange visitor program in the education of children with physical, mental, or emotional disabilities.

Write **H-3** in the classification block on the petition.

Any custodial care of the children must be incidental to the training program. The petition must be filed by the U.S. employer, which must be a facility which has professionally trained staff and a structured program for providing education to children with disabilities and for providing training and hands-on experience to participants in the special education exchange visitor program. The petition must contain:

1. A description of the training, staff, and facilities; evidence that the program meets the above conditions; and details of the beneficiary's participation in the program; and

2. Evidence showing that the beneficiary is nearing completion of a baccalaureate degree in special education, or already holds such a degree, or has extensive prior training and experience in teaching children with physical, mental, or emotional disabilities.

An H-3 is also an alien who is coming temporarily to receive training from an employer in any field other than graduate medical education or training.

Write **H-3** in the classification block on the petition.

The petition must be filed with:

1. A detailed description of the structured training program, including the number of classroom hours per week and the number of hours of on-the-job training per week;

2. A summary of the prior training and experience of each beneficiary in the petition; and

3. An explanation stating why the training is required, whether similar training is available in the beneficiary's country, how the training will benefit the beneficiary in pursuing a career abroad, the source of any remuneration the trainee will receive and any benefit the petitioner will obtain by providing the training.

L-1 (2 Types)

An L-1A is an alien coming temporarily to perform services in a managerial or executive capacity for the same employer (or for the parent, branch, subsidiary, or affiliate of the employer) that employed the alien abroad in a capacity that was managerial or executive in nature, or one that required specialized knowledge, for at least 1 continuous year within the last 3 years.

Write **L-1A** in the classification requested block on the petition.

A U.S. employer or foreign employer may file the petition, but the foreign employer must have a legal business entity in the United States.

An L-1B is an alien coming temporarily to perform services that require specialized knowledge for the same employer (or for the parent, branch, subsidiary, or affiliate of the employer) that employed the alien abroad (in a managerial, executive or specialize knowledge capacity) for at least 1 continuous year within the last 3 years. **Specialized knowledge** is special knowledge of the petitioning employer's product, service, research, equipment, techniques, management, or other interests and its application in international markets or an advanced level of knowledge or expertise in the employing organization's processes or procedures.

Write **L-1B** in the classification requested block on the petition.

General L Classification Requirements

Either the U.S. or foreign employer may file the petition. The petition must be submitted with:

1. Evidence establishing the existence of the qualifying relationship between the U.S. and foreign employer based on ownership and control, such as: an annual report, articles of incorporation, financial statements, or copies of stock certificates; **NOTE:** Whether such evidence will be sufficient to meet the petitioner's burden of establishing such a qualifying relationship will depend on the quality and probative value of the evidence submitted.

2. A letter from the beneficiary's foreign qualifying employer detailing his or her dates of employment, job duties, qualifications, and salary, along with supporting documentary evidence; and

3. A description of the proposed job duties and qualifications, and evidence showing that the proposed employment is in an executive, managerial, or specialized knowledge capacity.

Evidence for a New Office

If the beneficiary is coming to the United States to open a new office, additional evidence must be submitted to show that the employer:

1. Already has sufficient premises to house the new office;

2. Has or will have the required qualifying relationship to the foreign employer;

3. Has the financial ability to remunerate the beneficiary and to begin doing business in the United States including evidence which shows:

   A. Size of the U.S. investment;

   B. The organizational structure of both firms; and

   C. The financial size and condition of the foreign employer.

If the petition is requesting L-1A classification, evidence to establish the intended U.S. operation will be capable of supporting the executive or managerial position within 1 year.

NOTE: There are additional fees associated with certain L-1A and L-1B petitions. Please see the **"What is the Filing Fee?"** section of these form instructions for further information about these fees.

L Blanket Petitions

An L Blanket petition simplifies the petitioning process for employers that seek L-1 workers on a continual basis by obtaining advance approval from USCIS that the requisite intracompany relationship exists. In obtaining an L Blanket petition, a qualified employer may file for any number of L-1A aliens and L-1B specialized knowledge professionals.

Write **LZ** in the classification requested block. Do not include an individual employee on the petition.

Submit evidence to establish that the employer (including its parent, branches, subsidiaries, and/or affiliates):

1. Is engaged in commercial trade or services;

2. Has an office in the United States that has been doing business for 1 year or more;

3. Has three or more domestic and foreign branches, subsidiaries, or affiliates; and

4. **(A)** Has obtained approved petitions for at least 10 L-1A managers or executives or L-1B specialized knowledge professional workers in the past 12 months; **(B)** has U.S. subsidiaries or affiliates with combined annual sales of at least $25 million; or **(C)** has a U.S. workforce of at least 1,000 employees.

After approval of a blanket petition, the employer may file for individual employees to enter as either L-1A workers or L-1B specialized knowledge professionals under the L Blanket petition. If the beneficiary is outside the United States, file a Form I-129S, Nonimmigrant Petition Based on Blanket L Petition. If the beneficiary is already lawfully in the United States and otherwise eligible for a change of nonimmigrant status to L-1A or L-1B, file Form I-129 to request a change of status based on the blanket petition with the following:

1. A copy of the USCIS approval notice for the blanket petition;

2. A letter from the beneficiary's foreign qualifying employer detailing his or her dates of employment, job duties and qualifications and salary for the previous 3 years, or in the case of a beneficiary who is currently lawfully employed by a qualifying organization in the United States a letter detailing the above with respect to the 3-year period prior to the beneficiary's lawful admission to the United States and establishing that the beneficiary has been continuously employed lawfully by a qualifying organization since the time of lawful admission to the United States;

3. Evidence that the beneficiary has been lawfully employed by the petitioning organization since arriving in the United States; and

4. If the beneficiary is a specialized knowledge professional, evidence of that he or she has earned U.S. degree or foreign degree equivalent to a U.S. degree.

O-1A

An O-1A is an alien coming temporarily who has extraordinary ability in the sciences, education, business, or athletics (not including the arts, motion picture, or television industry). The extraordinary ability must be demonstrated by sustained national or international acclaim.

Write **O-1A** in the classification block on the petition. The petition must be submitted with:

1. A written consultation from a peer group or labor management organization with expertise in the field.

4. Evidence the beneficiary continues to meet the licensing requirements for the profession or occupation, if applicable;

5. If requesting an extension of H-1B status (including H-1B1 Chile/Singapore), evidence that a labor condition application for the specialty occupation valid for the period of time requested has been certified by the Department of Labor;

6. If requesting H-2A status, submit a temporary labor certification valid for the dates of the extension, unless it is based on a continuation of previously approved employment due to exigent circumstances and the extension will last no longer than 2 weeks;

7. If requesting H-2B status, submit a U.S. Department of Labor approved temporary labor certification valid for the dates of extension.

Special Considerations for Beneficiaries Residing in CNMI

An alien who was admitted to the CNMI prior to November 28, 2009 may not currently hold a Federal nonimmigrant classification that permits a change of status. However, in certain situations, a petitioner may request that the beneficiary be granted initial status in the CNMI. This will allow certain beneficiaries who were present in the CNMI prior to the transition date and are currently lawfully present in the CNMI with a valid unexpired CNMI status to be granted an initial status without having to depart the CNMI. Additionally, an alien who is currently in parole status in the CNMI may also be granted an initial status in the CNMI.

The E-2 CNMI investor regulations permit a petitioner to request that the alien be granted an *initial* E-2 CNMI investor status in the CNMI. In addition to the classification requirements, the petitioner must submit documentation that the beneficiary is currently lawfully present in the CNMI.

The regulation at 8 CFR 212.4(k) indicates that if the beneficiary is lawfully present in the CNMI as described, the beneficiary may apply for a change of status with this form without having to seek consular processing. In addition to the classification requirements, the petitioner must submit documentation that the beneficiary is currently lawfully present in the CNMI.

A petition for a *grant of initial* status for a beneficiary currently in the CNMI with a CNMI issued permit must be filed on or before November 27, 2011.

General Evidence

Written consultation. Noted classifications require a written consultation with a recognized peer group, union, and/or management organization regarding the nature of the work to be done and the beneficiary's qualifications before the petition may be approved.

To obtain timely adjudication of a petition, you should obtain a written advisory opinion from an appropriate peer group, union, and/or management organization and submit it with the petition.

If you file a petition without the advisory opinion, you should send a copy of the petition and all supporting documents to the appropriate organization when you file the petition with USCIS, and name that organization in the petition.

Explain to the organization that USCIS will contact them for an advisory opinion. If an accepted organization does not issue an advisory opinion within a given time period, a decision will be made based upon the evidence of record.

If you do not know the name of an appropriate organization with which to consult, indicate that on the petition. However, a petition filed without the actual advisory opinion will require substantially longer processing time.

Translations. Any foreign language document must be accompanied by a full English translation that the translator has certified as complete and correct, and by the translator's certification that he or she is competent to translate the foreign language into English.

Copies. Unless specifically required that an original document be filed with an application or petition, an ordinary legible photocopy (standard 8 1/2 x 11 letter size) may be submitted. Original documents submitted when not required will remain a part of the record.

Liability for Return Transportation

The Immigration and Nationality Act makes a petitioner liable for the reasonable cost of return transportation for an H-1B, H-2B, O, and P beneficiary who is dismissed before the end of the period of authorized employment.

When to File?

Generally, a Form I-129 petition may not be filed more than 6 months prior to the date employment is scheduled to begin. Petitioners should review the appropriate regulatory provisions in 8 CFR that relate to the nonimmigrant classification sought.

File the petition as soon as possible before the proposed employment begins or before an extension of stay will be required. If the petition is not submitted at least 45 days before the employment begins, petition processing and subsequent visa issuance may not be completed before the alien's services are required or previous employment authorization ends.

Where to File?

Regular Processing

Generally, except for the classifications listed below, the Form I-129 is filed at the California Service Center or Vermont Service Center, **depending on the location of the temporary employment or training.** When the temporary employment or training will be multiple locations, the State where your company or organization is located will determine which Service Center you should send your petition to.

Prior to submitting your form(s), note the different addresses (see **"Mailing Addresses"** section on **page 20**).

Exceptions: Regardless of work locations, the following types of petitions should always be sent to the **California Service Center**.

1. H-2A
2. R-1
3. H-1B petitions where the employer is statutorily exempt from the cap
4. E-1 and E-2, petitions for extension of stay or change of status only

Regardless of work locations, the following types of petitions should always be sent to the **Vermont Service Center**.

1. H-1C
2. E-3, Petitions for extension of stay or change of status only
3. Free Trade Nonimmigrants (H-1B1 aliens from Chile/ Singapore and TN aliens from Canada or Mexico), petitions for extension of stay or change of status only
4. P-1, Major League Sports Organizations

Failure to follow these instructions may result in the rejection, delay, or denial of your petition.

California Service Center Filings

File Form I-129 with the California Service Center if the beneficiary is or will be employed temporarily or receiving training in:

Alaska
Arizona
California
Colorado
CNMI*
Guam
Hawaii
Idaho
Illinois
Indiana
Iowa
Kansas
Michigan
Minnesota
Missouri
Montana
Nebraska
Nevada
North Dakota
Ohio
Oregon
South Dakota
Utah
Washington
Wisconsin
Wyoming

*Commonwealth of the Northern Mariana Islands

Vermont Service Center Filings

File Form I-129 with the Vermont Service Center if the beneficiary is or will be employed temporarily or receiving training in:

Alabama
Arkansas
Connecticut
Delaware
District of Columbia
Florida
Georgia
Kentucky
Louisiana
Maine
Maryland
Massachusetts
Mississippi
New Hampshire
New Jersey
New Mexico
New York
North Carolina
Oklahoma
Pennsylvania
Puerto Rico
Rhode Island
South Carolina
Tennessee
Texas
Vermont
Virginia
U.S. Virgin Islands
West Virginia

Premium Processing:

If you are requesting Premium Processing Services for a Form I-129, you must also file a Form I-907, Request for Premium Processing Services. Before you file the I-129/I-907 package, check www.uscis.gov Web site to ensure that the requested classification is eligible for premium processing.

E-Filing

If you are e-filing this petition, it will automatically be routed to the appropriate Service Center. You will receive a receipt indicating the location to which it was routed. The submission of supporting documents and any other communication regarding your e-filed petition should be directed to the receiving location indicated on your receipt.

File

Corporate Office
3003 S.W. 153rd Drive Suite 205
Beaverton, Oregon 97006

December 17, 2012

Department of Homeland Security
USCIS - California Service Center
PREMIUM PROCESSING SERVICE
ATTN: I-129 H2B
24000 Avila Road, 2nd Floor, Room 2312
Laguna Niguel, CA 92677

RE: I-129 246 H2B UNNAMED BENEFICIARIES
RE: I-907 Premium Processing Request Filed Concurrently

I have attached a copy of the Department of Labor Certification that we were issued for this season. This DOL ETA-9142 Final Determination has been certified for 246 Amusement Attendants.

As per current DHS procedures, we are requesting 246 unnamed beneficiaries.

We have a seasonal need for these workers, recurring on an annual basis. This is because we are open for a specific season each year and we are a traveling business, the work is evenings and weekends, and it is very difficult to find workers willing to travel from Location to Location. Even with the economic downturn people do not want to leave their homes and families to travel from event to event. We are unable to find available workers in the US to fill the positions to travel with the show. This is a need that is seasonal and expected to be recurrent annually from January through October each year.

Our family has been in the Carnival Business all of our lives, providing rides, games and concessions to fairs and festivals on a seasonal basis. This company was founded in 1969 and incorporated in 1984. Our season is from February through October, and we close down for the months of November through end of January, to perform simple maintenance and office work.

We engage in extensive recruiting in hopes of fulfilling our seasonal needs. This recruiting process includes newspaper ads and help wanted signs at all of our venues. We have a chronic need for employees that is not filled by US Workers willing to travel and to work evenings and weekends on a regular basis.

I hope that after reviewing this application you will be able to grant these visas to fill our need. I appreciate your assistance in this matter.

Sincerely,

Michael Brajevich, CEO
Butler Amusements, Inc.

OMB No 1615-0009, Expires 10/31/2013

Department of Homeland Security
U.S. Citizenship and Immigration Services

I-129, Petition for a Nonimmigrant Worker

START HERE - Type or print in black ink.

Part 1. Petitioner Information

*(If the employer is an individual, complete **Number 1**; Organizations complete **Number 2.**) Use the mailing address of the petitioner*

1. Legal Name of Employer:

   a. Last Name *(Family Name)*

   b. First Name *(Given Name)*

   c. Full Middle Name

2. Company or Organization:

   Name of Company or Organization

   Butler Amusements, Inc.

3. Mailing Address:

   a. C/O: *(In Care Of, if any)*

   Michael Brajevich, CEO

   b. Street Number and Name

   3003 SW 153rd Drive

   c. Suite/Apt. Number

   Ste 205

   d. City

   Beaverton

   e. State/Province

   OR

   f. Country

   USA

   g. Zip/Postal Code

   97006

   h. Telephone Number (include area code) *(Do not leave spaces or type any special characters)*

   (503) 643-6610

   i. E-Mail Address

   carnival.workforce@gmail.co

   j. Federal Employer Identification Number

   77-0014796

   k. Individual Tax Number

   N/A

   l. Social Security Number

   N/A

Receipt

Class: _____

# of Workers: _____

Job Code: _____

Validity Dates: _____

From: _____

To: _____

☐ **Classification Approved**
- ☐ Consulate/POE/PFI Notified At _____
- ☐ Extension Granted
- ☐ COS/Extension Granted

Partial Approval *(explain)*

Action Block

Part 2. Information About This Petition *(See instructions for fee information.)*

1. **Requested Nonimmigrant Classification** *(Write classification symbol).* H-2B

2. **Basis for Classification** *(Check one).*

- [x] **a.** New employment.
- [ ] **b.** Continuation of previously approved employment without change with the same employer.
- [ ] **c.** Change in previously approved employment.
- [ ] **d.** New concurrent employment.
- [ ] **e.** Change of employer.
- [ ] **f.** Amended petition.

3. Provide the most recent petition/application receipt number for the beneficiary. If none exists, indicate "N/A."

N/A

4. **Requested Action** *(Check one).*

- [x] **a.** Notify the office in **Part 4** so each beneficiary can obtain a visa or be admitted. (**NOTE:** *A petition is not required for an E-1, E-2, H-1B1 Chile Singapore, or TN visa.*)
- [ ] **b.** Change each beneficiary's status and extend their stay since he, she, or they are all now in the U.S. in another status *(see instructions for limitations)*. This is available only where you check "New Employment" in **Item 2**, above.
- [ ] **c.** Extend the stay of each beneficiary since he, she, or they now hold this status.
- [ ] **d.** Amend the stay of each beneficiary since he, she, or they now hold this status.
- [ ] **e.** Extend the status of a nonimmigrant classification based on a Free Trade Agreement. *(See Free Trade Supplement for TN and H1B1 to Form I-129.)*
- [ ] **f.** Change status to a nonimmigrant classification based on a Free Trade Agreement. *(See Free Trade Supplement for TN and H1B1 to Form I-129.)*

5. **Total number of workers in petition** *(See instructions relating to when more than one worker can be included).* 246

Butler's Exh. 10, p. 003 Butler 01300

AR - 1527

Part 3. Beneficiary Information: Information about the beneficiary/beneficiaries you are filing for. *Complete the blocks below. Use the continuation sheet to name each beneficiary included in this petition.*

1.1 If an Entertainment Group, Give the Group Name

N/A

a. Family Name *(Last Name)*: 246 UNNAMED H-2B WORKERS

b. Given Name *(First Name)*: N/A

c. Full Middle Name: N/A

d. All Other Names Used *(include aliases, maiden name and names from all previous marriages)*: N/A | N/A | N/A

e. Date of Birth *(mm/dd/yyyy)*: N/A

f. Gender: ☐ Male ☐ Female

g. U.S. Social Security Number *(if any)*: N/A

h. A-Number *(if any)*: A- N/A

i. Country of Birth: N/A

j. Province of Birth: N/A

k. Country of Citizenship: N/A

2.1 If in the United States, complete the following:

a. Date of Last Arrival *(mm/dd/yyyy)*: N/A

b. I-94 Number *(Arrival/Departure Document)*: N/A

c. Current Nonimmigrant Status: N/A

d. Date Status Expires *(mm/dd/yyyy) or D/S*: N/A

e. Student & Exchange Visitor Information System (SEVIS) Number *(if any)*: N/A

f. Employment Authorization Document (EAD) Number *(if any)*: N/A

g. Passport Number: N/A

h. Date Passport Issued *(mm/dd/yyyy)*: N/A

i. Date Passport Expires *(mm/dd/yyyy)*: N/A

j. Current U.S. Address (if applicable): N/A

Part 4. Processing Information

1. If the beneficiary or beneficiaries named in **Part 3** is/are outside the United States or a requested extension of stay or change of status cannot be granted, state the U.S. consulate or inspection facility you want notified if this petition is approved.

a. Type of Office *(Check one)*: ☒ Consulate ☐ Pre-flight inspection ☐ Port of Entry

b. Office Address *(City)*: Monterrey

c. U.S. State or Foreign Country: Mexico

d. Beneficiary's Foreign Address: N/A Unnamed Beneficiaries

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Part 4. Processing Information *(Continued)*

2. Does each person in this petition have a valid passport?

☐ Not required to have passport ☐ No - Go to **Page 7, Part 9** and write your explanation ☒ Yes

3.	Are you filing any other petitions with this one?	☒ No	☐ Yes - How many?
4.	Are applications for replacement/initial I-94s being filed with this petition?	☒ No	☐ Yes - How many?
5.	Are applications by dependents being filed with this petition?	☒ No	☐ Yes - How many?
6.	Is any beneficiary in this petition in removal proceedings?	☒ No	☐ Yes - explain on **Page 7, Part 9**
7.	Have you ever filed an immigrant petition for any beneficiary in this petition?	☒ No	☐ Yes - explain on **Page 7, Part 9**
8.	If you indicated you were filing a new petition in **Part 2** within the past 7 years, has any beneficiary in this petition:		
	a. Ever been given the classification you are now requesting?	☐ No	☒ Yes - explain on **Page 7, Part 9**
	b. Ever been denied the classification you are now requesting?	☐ No	☒ Yes - explain on **Page 7, Part 9**
9.	Have you ever previously filed a petition for this beneficiary?	☐ No	☒ Yes - explain on **Page 7, Part 9**
10.	If you are filing for an entertainment group, has any beneficiary in this petition not been with the group for at least 1 year?	☐ No	☐ Yes - explain on **Page 7, Part 9**
11a.	Has any beneficiary in this petition ever been a J-1 exchange visitor or J-2 dependent of a J-1 exchange visitor?	☒ No	☐ Yes

11b. If yes to **11a**, provide the dates the beneficiary maintained status as a J-1 exchange visitor or J-2 dependent. Also, provide evidence of this status by attaching a copy of either a DS-2019, Certificate of Eligibility for Exchange Visitor status, a Form IAP-66, or a copy of the passport that includes the J visa stamp.

Part 5. Basic Information About the Proposed Employment and Employer *(Attach the supplement relating to the classification you are requesting.)*

1. Job Title

Amusement and Recreation Attendants

2. LCA or ETA Case Number

H-400-1[illegible]-874905

3. Address where the beneficiary(es) will work if different from address in **Part 1**. *(Street number and name, city/town, state, zip code)*

MOBILE ENTERTAINMENT - TRAVEL AS PER THE ATTACHED ITINERARY

4. Is an itinerary included with the petition? ☐ No ☒ Yes

5. Will the beneficiary work off-site? ☒ No ☐ Yes

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Part 5. Basic Information About the Proposed Employment and Employer (*Attach the supplement relating to the classification you are requesting.*) *(Continued)*

6. Will the beneficiary(ies) work exclusively in the CNMI? ☒ No ☐ Yes

7. Is this a full-time position?
☐ No ☒ Yes If "No." Hours per week:

8. Wages per week or per year:
AS PER ATTACHED

9. Other Compensation *(Explain)*

10. Dates of intended employment *(mm/dd/yyyy)*: From: 02/01/2013 To: 10/31/2013

11. Type of Business
MOBILE ENTERTAINMENT - TRAVELING CARNIVAL COMPANY

12. Year Established	13. Current Number of Employees in the U.S.	14. Gross Annual Income	15. Net Annual Income
1969	VARY 0-500	$32,000,000.00	$425,985.00

Part 6. Certification Regarding the Release of Controlled Technology or Technical Data to Foreign Persons in the United States

(For H-1B, H-1B1 Chile/Singapore, L-1, and O-1A petitions only. This section of the form is not required for all other classifications. See **Page 3** of the Instructions before completing this section.)

Check Box 1 or Box 2 as appropriate:

With respect to the technology or technical data the petitioner will release or otherwise provide access to the beneficiary, the petitioner certifies that it has reviewed the Export Administration Regulations (EAR) and the International Traffic in Arms Regulations (ITAR) and has determined that:

☐ 1. A license is not required from either U.S. Department of Commerce or the U.S. Department of State to release such technology or technical data to the foreign person; or

☐ 2. A license is required from the U.S. Department of Commerce and/or the U.S. Department of State to release such technology or technical data to the beneficiary and the petitioner will prevent access to the controlled technology or technical data by the beneficiary until and unless the petitioner has received the required license or other authorization to release it to the beneficiary.

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Part 7. Signature *Read the information on penalties in the instructions before completing this section.*

I certify, under penalty of perjury that this petition and the evidence submitted with it are true and correct to the best of my knowledge. I authorize the release of any information from my records, or from the petitioning organization's records that U.S. Citizenship and Immigration Services needs to determine eligibility for the benefit being sought. I recognize the authority of USCIS to conduct audits of this petition using publicly available open source information. I also recognize that supporting evidence submitted may be verified by USCIS through any means determined appropriate by USCIS, including but not limited to, on-site compliance reviews.

If filing this petition on behalf of an organization, I certify that I am authorized to do so by the organization.

Signature

Daytime Phone Number *(Area/Country Code)*

503-643-6610

Print Name

Michael Brajevich, CEO

Date *(mm dd/yyyy)*

12 17 2012

NOTE: If you do not completely fill out this form and the required supplement, or fail to submit required documents listed in the instructions, the person(s) filed for may not be found eligible for the requested benefit and this petition may be denied.

Part 8. Signature of Person Preparing Form, If Other Than Above

I declare that I prepared this petition at the request of the above person and I certify that it is true and correct to the best of my knowledge.

Signature

Daytime Phone Number *(Area/Country Code)*

956-748-[illegible]

Print Name

JAMES ~~KENDRICK~~ JUDKINS

Date *(mm dd/yyyy)*

12 [illegible] 2012

Firm Name and Address

JKJ WORKFORCE AGENCY
32775 FM 106
RIO HONDO, TX 78583

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Part 9. Explanation Page

4.8.A. UNNAMED BENEFICIARIES.
4.8.B. UNNAMED BENEFICIARIES.
4.9. UNNAMED BENEFICIARIES.

5.8. MOBILE ENTERTAINMENT - EMPLOYER WILL PAY THE VARIABLE PREVAILING WAGE AS PER DOL ETA 9142 LABOR CERTIFICATION AND ITEMIZED ITINERARY ATTACHED.

Signature

Date *(mm dd yyyy)*

12/17/2012

Print Name

Michael Brajevich, CEO

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OMB No. 1615-0009, Expires 10/07/2013

Department of Homeland Security
U.S. Citizenship and Immigration Services

H Classification Supplement to Form I-129

1. Name of the petitioner

Butler Amusements, Inc.

2. Name of the beneficiary or if this petition includes multiple beneficiaries, the total number of beneficiaries

246 UNNAMED BENEFICIARIES

3. List each beneficiary's prior periods of stay in H or L classification in the United States for the last 6 years (beneficiaries requesting H-2A or H-2B classification need only list the last 3 years). Be sure to only list those periods in which each beneficiary was actually in the United States in an H or L classification. Do not include periods in which the beneficiary was in a dependent status, for example, H-4 or L-2 status.

NOTE: Submit photocopies of Forms I-94, I-797, and/or other USCIS issued documents noting these periods of stay in the H or L classification. If more space is needed, attach an additional sheet.

Subject's Name	Period of Stay *(mm/dd/yyyy)* From	To
N/A UNNAMED BENEFICIARIES		

4. Classification sought *(Check one)*

- ☐ **a.** H-1B Specialty Occupation
- ☐ **b.** H-1B2 Exceptional services relating to a cooperative research and development project administered by the U.S. Department of Defense (DOD)
- ☐ **c.** H-1B3 Fashion model of national or international acclaim
- ☐ **d.** H-1C Registered Nurse
- ☐ **e.** H-2A Agricultural worker
- ☒ **f.** H-2B Non-agricultural worker
- ☐ **g.** H-3 Trainee
- ☐ **h.** H-3 Special education exchange visitor program

5. Are you filing this petition on behalf of an alien subject to the Guam-CNMI cap exemption under Public Law 110-229? ☒ No ☐ Yes

Section 1. Complete This Section If Filing for H-1B Classification

1. Describe the proposed duties

2. Beneficiary's present occupation and summary of prior work experience

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Section 1. Complete This Section If Filing for H-1B Classification *(Continued)*

Statement for H-1B specialty occupations only:

By filing this petition, I agree to, and will abide by, the terms of the labor condition application (LCA) for the duration of the beneficiary's authorized period of stay for H-1B employment. I certify that I will maintain a valid employer-employee relationship with the beneficiary at all times. If the beneficiary is assigned to a position in a new location I will obtain and post an LCA for that site prior to reassignment.

I further understand that I cannot charge the beneficiary the ACWIA fee, and that any other required reimbursement will be considered an offset against wages and benefits paid relative to the LCA.

Signature of Petitioner	Print or Type Name	Date *(mm dd yyyy)*

Statement for H-1B specialty occupations and U.S. Department of Defense projects:

As an authorized official of the employer, I certify that the employer will be liable for the reasonable costs of return transportation of the alien abroad if the beneficiary is dismissed from employment by the employer before the end of the period of authorized stay.

Signature of Authorized Official of Employer	Print or Type Name	Date *(mm dd/yyyy)*

Statement for H-1B U.S. Department of Defense projects only:

I certify that the beneficiary will be working on a cooperative research and development project or a co-production project under a reciprocal government-to-government agreement administered by the U.S. Department of Defense.

Signature of DOD Project Manager	Print or Type Name	Date *(mm dd yyyy)*

Section 2. Complete This Section If Filing For H-1C Classification

I certify under penalty of perjury, under the laws of the United States of America, that this attachment and the evidence submitted with it is true and correct. If filing this petition on behalf of an organization or entity, I certify that I am empowered to do so by that organization or entity. I authorize the release of any information from my records, or from the petitioning organization or entity's records, that U.S. Citizenship and Immigration Services may need to determine eligibility for the benefit being sought.

Signature	Print or Type Name
Title	**Date** *(mm dd/yyyy)*

Firm Name and Address

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Section 3. Complete This Section If Filing for H-2A or H-2B Classification

1. Employment is: *(Check one)*

- [x] a. Seasonal
- [ ] b. PeakLoad
- [ ] c. Intermittent
- [ ] d. One-time occurrence

2. Temporary need is: *(Check one)*

- [ ] a. Unpredictable
- [ ] b. Periodic
- [x] c. Recurrent annually

3. Explain your temporary need for the beneficiary or beneficiaries' services *(Attach a separate sheet if additional space is needed.)*

Our family has been in the Carnival Business all of our lives,providing entertainment, rides, games and concessions on a seasonal basis. This company was founded in 1969.

We have a seasonal need for these workers, recurring on an annual basis. This is because we are open for a specific season each year and we are a traveling business, the work is evenings and weekends, and it is very difficult to find workers willing to travel from State to State. Even with the economic downturn people do not want to leave their homes and families to travel from event to event. We are unable to find available workers in the US to fill the positions to travel with the show.

This is a need that is seasonal and expected to be recurrent annually from February through October each year. The business has been seasonal since we began, completely shutting down for the months of November through end of January each year, and the need for seasonal workers has been constant.

We engage in extensive recruiting in hopes of fulfilling our seasonal needs. This recruiting process includes newspaper ads, using the DOL Job Search Protocol and help wanted signs at all of our locations. Our chronic need for employees is not filled.

While our need for temporary workers is recurrent annually, predictable and seasonal, the nature of the outdoor amusement business is that our events have longer hours and higher attendance when school is not in session, requiring an increase in staff when school vacation starts. We request permission for staggered entry for a limited number of workers when our temporary need increases based upon this business need.

4. List the country(ies) of citizenship of the H-2A/H-2B worker(s) you plan to hire.

Name of country(ies):

MEXICO

5. If the H-2A or H-2B workers you plan to hire are not from a country that has been designated as a participating country in accordance with 8 CFR 214.2(h)(5)(i)(F)(1) or 214.2(h)(6)(i)(E)(1), you must provide all the information requested below. See www.uscis.gov Web site for the list of participating countries. (Attach a separate sheet if additional space is needed.)

Family Name (Last Name): N/A

Given Name (First Name): N/A

Full Middle Name: N/A

Date of Birth *(mm dd yyyy)*: N/A

All Other Names Used: N/A

Country of Birth: N/A

Country of Citizenship: N/A

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Section 3. Complete This Section If Filing for H-2A or H-2B Classification *(Continued)*

6a. Have any of the workers listed in Number 5 above ever been admitted to the United States previously in H-2A/H-2B status ? ☐ No ☐ Yes

Visa Classification (H-2A or H-2B): [ ]

b. If you answered question **6a** "Yes," did they comply with the terms of their status? ☐ No ☐ Yes

If you answered question **6b** "Yes," attach evidence of the workers' compliance.

c. If the H-2A or H-2B worker(s) you plan to hire are from a country not on the list of eligible countries, and you want the petition to be considered for approval, you must also provide evidence that: (1) a worker with the required skills is not available from a country on the list of eligible countries; (2) there is no potential for abuse, fraud, or other harm to the integrity of the H-2A/H-2B visa program through the potential admission of these worker(s) that you plan to hire; and (3) there are other factors that would serve the U.S. interest (if any).

7. Did you or do you plan to use a staffing, recruiting, or similar placement service or agent to locate the H-2A/H-2B workers that you intend to hire by filing this petition? ☐ No ☒ Yes

If "Yes," list the name and address of service used.

Name: JKJ Workforce Agency, Inc

Address: 32775 FM 106, Rio Hondo, TX 78583

8a. Did any of the H-2A/H-2B workers that you have located or plan to hire pay you, the above service, or any service or agent, any form of compensation as a condition of the employment or do they have an agreement to pay you or the service at a later date? (Do not include reasonable travel expenses, government visa fees, or other reasonable fees for which the worker is responsible.) See 8 CFR 214.2(h)(5)(xi)(A) or 214.2(h)(6)(i)(B). ☒ No ☐ Yes

b. If the workers paid a fee, have they been reimbursed for such fees or compensation, or if the workers had an agreement to pay a fee that has not been paid, has that agreement been terminated before being paid by the workers? ☐ No ☐ Yes

(Attach evidence of termination or reimbursement to this petition.)

9a. Have you ever had an H-2A/H-2B petition denied or revoked because an employee paid a job placement fee or other similar compensation as a condition of the job offer? ☒ No ☐ Yes

If "Yes," When? _____

Receipt Number: _____

b. Was the worker reimbursed for such fees and compensation? ☐ No ☐ Yes
(Attach evidence of reimbursement.) If you answered "No" because of a failure to locate the worker, attach evidence of the efforts to locate the worker.

10. If you are an H-2A petitioner, are you a participant in the E-Verify program? ☐ No ☐ Yes

If "Yes," E-Verify Company ID or Client Company ID: _____

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The H-2A/H-2B petitioner and each employer consent to allow Government access to the site where the labor is being performed for the purpose of determining compliance with H-2A/H-2B requirements. The petitioner further agrees to notify DHS beginning on a date and in a manner specified in a notice published in the Federal Register within 2 workdays if: an H-2A/H-2B worker fails to report for work within 5 workdays after the employment start date stated on the petition or, applicable to H-2A petitioners only, within 5 workdays of the start date established by the petitioner, whichever is later; the agricultural labor or services for which H-2A/H-2B workers were hired is completed more than 30 days early; or the H-2A/H-2B worker absconds from the worksite or is terminated prior to the completion of agricultural labor or services for which he or she was hired. The petitioner agrees to retain evidence of such notification and make it available for inspection by DHS officers for a 1-year period. "Workday" means the period between the time on any particular day when such employee commences his or her principal activity and the time on that day at which he or she ceases such principal activity or activities.

For H-2A petitioners only: The petitioner agrees to pay $10 in liquidated damages for each instance where it cannot demonstrate it is in compliance with the notification requirement.

The petitioner must execute **Part A**. If the petitioner is the employer's agent, the employer must execute **Part B**. If there are joint employers, they must each execute **Part C**.

Part A. Petitioner:

By filing this petition, I agree to the conditions of H-2A/H-2B employment and agree to the notification requirements. For H-2A petitioners: I also agree to the liquidated damages requirements defined in 8 CFR 214.2(h)(5)(vi)(B)(3).

Signature of Petitioner	Print or Type Name	Date *(mm dd yyyy)*
Michael Brajevich	Michael Brajevich, CEO	12/17/2012

Part B. Employer who is not the petitioner:

I certify that I have authorized the party filing this petition to act as my agent in this regard. I assume full responsibility for all representations made by this agent on my behalf and agree to the conditions of H-2A/H-2B eligibility.

Signature of Employer	Print or Type Name	Date *(mm dd yyyy)*

Part C. Joint Employers:

I agree to the conditions of H-2A eligibility.

Signature of Joint Employer	Print or Type Name	Date *(mm dd yyyy)*
Signature of Joint Employer	**Print or Type Name**	**Date** *(mm dd yyyy)*
Signature of Joint Employer	**Print or Type Name**	**Date** *(mm dd yyyy)*
Signature of Joint Employer	**Print or Type Name**	**Date** *(mm dd yyyy)*

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ATTACHMENT TO I-129

5.3 ADDRESS WHERE BENEFICIARY WILL WORK AND MOBILE ENTERTAINMENT ITINERARY - STARTING LOCATION:

1301 SOUTH FAIR AVENUE, YAKIMA, WA 98901

5.8 WAGE INFORMATION

AS PER CURRENT US DOL AND US CIS PROCEDURES FOR THE MOBILE ENTERTAINMENT, EMPLOYER WILL BE PAYING A VARIABLE WEEKLY WAGE AS FOLLOWS:

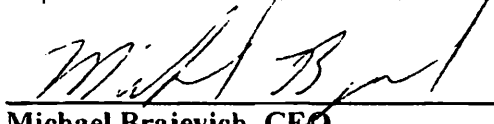
START DATE	END DATE	City, State	County	Wage	Weekly
2/1/2013	2/10/2013	Yakima, WA	Yakima County	$8.98	$359.20
2/7/2013	2/10/2013	Holtville, CA	Imperial County	$8.65	$346.00
2/14/2013	2/17/2013	Sunnyside, WA	Yakima County	$8.98	$359.20
2/15/2013	2/18/2013	Cloverdale, CA	Sonoma County	$8.66	$346.40
2/15/2013	2/28/2013	Indio,CA	Riverside County	$8.63	$345.20
2/21/2013	2/24/2013	Petaluma, CA	Sonoma County	$8.66	$346.40
2/22/2013	3/3/2013	Ellensburg, WA	Kittitas County	$8.96	$358.40
2/28/2013	3/3/2013	El Mirage, CA	San Bernardino County	$8.63	$345.20
2/28/2013	3/3/2013	Goodyear, AZ	Maricopa County	$8.23	$329.20
2/28/2013	3/3/2013	Jurupa Valley, CA	Riverside County	$8.63	$345.20
3/1/2013	3/14/2013	Oakland, CA	Alameda, County	$8.61	$344.40
3/7/2013	3/10/2013	Hesperia, CA	San Bernardino County	$8.63	$345.20
3/7/2013	3/17/2013	Wenatchee, WA	Chelan County	$8.97	$358.80
3/8/2013	3/10/2013	Chandler, AZ	Maricopa County	$8.23	$329.20
3/14/2013	3/17/2013	Manteca, CA	San Joaquin County	$8.64	$345.60
3/14/2013	3/17/2013	Soledad, CA	Monterey County	$8.59	$343.60
3/15/2013	3/24/2013	Hayward, CA	Alameda, County	$8.61	$344.40
3/15/2013	3/24/2013	Phoenix, AZ	Maricopa County	$8.23	$329.20
3/15/2013	3/24/2013	Mesa, AZ	Maricopa County	$8.23	$329.20
3/22/2013	3/31/2013	Modesto, CA	Stanislaus County	$8.59	$343.60
3/22/2013	3/31/2013	Moses Lake, WA	Grant County	$8.96	$358.40
3/22/2013	3/31/2013	Oakland, CA	Alameda, County	$8.61	$344.40
3/28/2013	3/31/2013	Martinez, CA	Contra Costa County	$8.61	$344.40
4/2/2013	4/7/2013	Yuma, AZ	Yuma County	$8.22	$328.80
4/4/2013	4/7/2013	Bay Point, CA	Contra Costa County	$8.61	$344.40
4/4/2013	4/7/2013	Santa Rosa, CA	Sonoma County	$8.66	$346.40
4/4/2013	4/7/2013	Antelope, CA	Sacramento County	$8.62	$344.80
4/5/2013	4/14/2013	Spokane, WA	Spokane County	$8.99	$359.60
4/10/2013	4/14/2013	Phoenix, AZ	Maricopa County	$8.23	$329.20
4/11/2013	4/14/2013	Tracy, CA	San Joaquin County	$8.64	$345.60
4/11/2013	4/14/2013	Daly City, CA	San Mateo County	$9.12	$364.80
4/11/2013	4/14/2013	Richmond, CA	Contra Costa County	$8.61	$344.40
4/18/2013	4/28/2013	Pullman, WA	Whitman County	$9.02	$360.80
4/19/2013	4/21/2013	San Mateo, CA	San Mateo County	$9.12	$364.80
4/19/2013	4/21/2013	Lompoc, CA	Santa Barbara County	$8.55	$342.00

4/19/2013	4/21/2013	Morgan Hill, CA	Santa Clara County	$8.68	$347.20
4/19/2013	4/21/2013	Concord, CA	Contra Costa County	$8.61	$344.40
4/24/2013	4/28/2013	Santa Barbara, CA	Santa Barbara County	$8.55	$342.00
4/26/2013	4/28/2013	Redwood City, CA	San Mateo County	$9.12	$364.80
5/1/2013	5/5/2013	Los Banos, CA	Merced County	$8.61	$344.40
5/2/2013	5/5/2013	Walla Walla, WA	Walla Walla County	$9.02	$360.80
5/2/2013	5/5/2013	Barstow, CA	San Bernardino County	$8.63	$345.20
5/2/2013	5/5/2013	Lincoln, CA	Placer County	$8.62	$344.80
5/3/2013	5/5/2013	Hollister, CA	San Benito County	$8.68	$347.20
5/8/2013	5/12/2013	Las Vegas, NV	Clark County	$8.15	$326.00
5/9/2013	5/12/2013	Dixon, CA	Solano County	$8.73	$349.20
5/9/2013	5/12/2013	Kennewick, WA	Benton County	$9.21	$368.40
5/10/2013	5/12/2013	Mountain View, CA	Santa Clara County	$8.68	$347.20
5/15/2013	5/19/2013	Porterville, CA	Tulare County	$8.77	$350.80
5/16/2013	5/19/2013	Orland, CA	Glenn County	$8.59	$343.60
5/16/2013	5/19/2013	Orangevale, CA	Sacramento County	$8.62	$344.80
5/16/2013	5/19/2013	King City, CA	Monterey County	$8.59	$343.60
5/16/2013	5/19/2013	Westminster, CA	Orange County	$8.90	$356.00
5/16/2013	5/19/2013	Vancouver, WA	Clark County	$8.90	$356.00
5/23/2013	5/27/2013	Chico, CA	Butte County	$8.59	$343.60
5/23/2013	5/26/2013	Kelso, WA	Cowlitz County	$9.05	$362.00
5/24/2013	5/27/2013	Garden Grove, CA	Orange County	$8.90	$356.00
5/24/2013	5/27/2013	Coalinga, CA	Fresno County	$8.62	$344.80
5/30/2013	6/2/2013	San Diego, CA	San Diego County	$8.67	$346.80
5/30/2013	6/2/2013	Fort Bragg, CA	Mendocino County	$8.57	$342.80
5/30/2013	6/2/2013	Olympia, WA	Thurston County	$9.02	$360.80
5/31/2013	6/9/2013	Oakland, CA	Alameda, County	$8.61	$344.40
5/31/2013	6/2/2013	Ukiah, CA	Mendocino County	$8.57	$342.80
5/31/2013	6/2/2013	Foster City, CA	San Mateo County	$9.12	$364.80
6/6/2013	6/9/2013	Beaumont, CA	Riverside County	$8.63	$345.20
6/6/2013	6/9/2013	Covington, WA	King County	$9.04	$361.60
6/7/2013	6/9/2013	San Jose, CA	Santa Clara County	$8.68	$347.20
6/8/2013	6/16/2013	San Mateo, CA	San Mateo County	$9.12	$364.80
6/12/2013	6/16/2013	Anderson, CA	Shasta County	$8.54	$341.60
6/12/2013	6/16/2013	Merced, CA	Merced County	$8.61	$344.40
6/13/2013	6/16/2013	Snohomish, WA	Snohomish County	$9.04	$361.60
6/19/2013	7/7/2013	Pleasanton, CA	Alameda, County	$8.61	$344.40
6/20/2013	6/23/2013	Stockton, CA	San Joaquin County	$8.64	$345.60
6/20/2013	6/23/2013	Auburn, WA	King County	$9.04	$361.60
6/26/2013	6/30/2013	Lompoc, CA	Santa Barbara County	$8.55	$342.00
6/27/2013	6/30/2013	Martinez, CA	Contra Costa County	$8.61	$344.40
6/27/2013	6/30/2013	Lakewood, WA	Pierce County	$9.02	$360.80
6/28/2013	6/30/2013	San Jose, CA	Santa Clara County	$8.68	$347.20
7/3/2013	7/7/2013	San Rafael, CA	Marin County	$9.12	$364.80
7/4/2013	7/7/2013	Redwood City, CA	San Mateo County	$9.12	$364.80
7/4/2013	7/7/2013	Seattle, WA	King County	$9.04	$361.60
7/12/2013	7/28/2013	Sacramento, CA	Sacramento County	$8.62	$344.80
7/12/2013	7/21/2013	Turlock, CA	Stanislaus County	$8.59	$343.60
7/12/2013	7/14/2013	Lincoln, OR	Lincoln County	$8.94	$357.60
7/23/2013	7/27/2013	Myrtle Point, OR	Coos County	$8.94	$357.60
7/25/2013	7/28/2013	Hillsboro, OR	Washington County	$8.90	$356.00
7/31/2013	8/11/2013	Ventura, CA	Ventura County	$8.64	$345.60
7/31/2013	8/4/2013	Vallejo, CA	Solano County	$8.73	$349.20

8/1/2013	8/4/2013	San Jose, CA	Santa Clara County	$8.68	$347.20
8/1/2013	8/4/2013	Ukiah, CA	Mendocino County	$8.57	$342.80
8/2/2013	8/11/2013	Ridgefield, WA	Clark County	$8.90	$356.00
8/7/2013	8/11/2013	Grass Valley, CA	Nevada County	$8.61	$344.40
8/13/2013	8/18/2013	Chehalis, WA	Lewis County	$8.99	$359.60
8/16/2013	8/25/2013	Boise, ID	Ada County	$8.10	$324.00
8/22/2013	9/2/2013	Monroe, WA	Snohomish County	$9.04	$361.60
8/27/2013	8/31/2013	Bishop, CA	Inyo County	$8.62	$344.80
8/31/2013	9/7/2013	Blackfoot, ID	Bingham County	$8.09	$323.60
9/6/2013	9/15/2013	Spokane, WA	Spokane County	$8.99	$359.60
9/10/2013	9/15/2013	Las Vegas, NV	Clark County	$8.15	$326.00
9/12/2013	9/15/2013	Lodi, CA	San Joaquin County	$8.64	$345.60
9/20/2013	9/29/2013	Bakersfield, CA	Kern County	$8.52	$340.80
9/20/2013	9/29/2013	Yakima, WA	Yakima County	$8.98	$359.20
10/2/2013	10/13/2013	Fresno, CA	Fresno County	$8.62	$344.80
10/4/2013	10/6/2013	Los Gatos, CA	Santa Clara County	$8.68	$347.20
10/4/2013	10/6/2013	Ceres, CA	Stanislaus County	$8.59	$343.60
10/11/2013	10/20/2013	Hayward, CA	Alameda County	$8.61	$344.40
10/17/2013	10/20/2013	Ridgecrest, CA	Kern County	$8.52	$340.80
10/21/2013	10/31/2013	Los Banos, CA	Merced County	$8.61	$344.40

FLSA exemption 13(a)(3) applies to this employer in State and Local venues that respect the FLSA exemption 13(a)(3). California Industrial Welfare Commission Order 10-2001 applies to this employer while working in the State of California. Employer follows prevailing practices for the Traveling Amusement Industry in regards to housing, transportation and weekly salary for workers.

Employer is traveling amusement operation. Above is a complete listing of booked and anticipated (pending) locations for the time period covered by this Job Order, listing city, county, state and prevailing wage listing from ONET/OES Site. It should be noted that for several dates there are multiple locations listed. Due to the nature of the business, there are some events that are large enough to support the entire carnival. At other points in time the show must spend some equipment (and workers) to additional locations. When our tour schedule requires our show to handle simultaneous locations or overlapping locations, employer will send workers to locations depending upon the venue and how many rides we will have operating at one venue in comparison to the number of rides operating at the other venues. Our unit continues with the other listed venues and we repeat the process when we encounter simultaneous or overlapping locations again.



12/17/2012

Michael Brajevich, CEO
Butler Amusements, Inc.

Department of Homeland Security
U.S. Citizenship and Immigration Ser

I-797B, Notice of Action

THE UNITED STATES OF AMERICA

RECEIPT NUMBER		CASE TYPE
WAC-13-058-50641		I129 PETITION FOR A NONIMMIGRANT WORKER
RECEIPT DATE	**PRIORITY DATE**	**PETITIONER**
December 26, 2012		BUTLER AMUSEMENTS INC
NOTICE DATE	**PAGE**	**BENEFICIARY**
January 4, 2013	1 of 2	TWO HUNDRED FORTY SIX UNNAMED

BUTLER AMUSEMENTS INC
C/O MICHAEL BRAJEVICH CEO
3003 SW 153RD DR STE 205
BEAVERTON OR 97006

Notice Type: Approval Notice
Class: H2B
Valid from 02/01/2013 to 10/31/2013
Consulate: MONTERREY

The above petition has been approved, and notification has been sent to the listed consulate. You may also send the tear-off bottom part of this notice to the worker(s) to show the approval. Please contact the consulate with any questions about visa issuance. THIS FORM IS NOT A VISA AND MAY NOT BE USED IN PLACE OF A VISA.

Petition approval does not authorize employment or training. When the workers are granted status upon admission to the United States, they can then work for the petitioner, but only as detailed in the petition and for the period authorized. Please contact the IRS with any questions about tax withholding.

If circumstances change, the petitioner can file Form I-824 to have us notify another consulate of this approval. If any of the workers are already in the U.S. the petitioner can file a new Form I-129 to seek to change or extend their status based on this petition. Changes in employment or training may also require a new petition. Include a copy of this notice with any other required documentation.

If any of the worker(s) included in this petition do not actually enter the United States, and substitutions of different workers are not made, the petitioner must notify this office so the allocated nonimmigrant visa numbers can be re-used.

The approval of this visa petition does not in itself grant any immigration status and does not guarantee that the alien beneficiary will subsequently be found to be eligible for a visa, for admission to the United States, or for an extension, change, or adjustment of status.

Number of workers: 246

Name	DOB	COB	Class	Consulate / POE	OCC
TWO HUNDRED FORTY SIX UNNAMED			H2B	MONTERREY	460

The Small Business Regulatory Enforcement and Fairness Act established the Office of the National Ombudsman (ONO

Please see the additional information on the back. You will be notified separately about any other cases you filed.

U.S. CITIZENSHIP & IMMIGRATION SVC
CALIFORNIA SERVICE CENTER
P. O. BOX 30111
LAGUNA NIGUEL CA 92607-0111

Customer Service Telephone: (800) 375-5283

Form I797B (Rev. 10/31/05)N

Please tear off portion below and forward it to the alien worker.

The alien may use this portion when applying for a visa at an American consulate abroad, or if no visa is required, when applying for admission to the U.S

Receipt#: WAC-13-058-50641 Case Type: I129
Notice Date: January 4, 2013 Petitioner: BUTLER AMUSEMENTS INC
Petitioner Validity Dates: Valid from 02/01/2013 to 10/31/2013 Number of Workers: 246

Name	DOB	COB	Class	Consulate / POE	OCC
TWO HUNDRED FORTY SIX UNNAMED			H2B	MONTERREY	460

Butler's Exh. 11, p. 001 Butler 01336

AR - 1541

Form I-797B (Rev. 10/31/05) N

THE UNITED STATES OF AMERICA

RECEIPT NUMBER		CASE TYPE
WAC-13-058-50641		I129 PETITION FOR A NONIMMIGRANT WORKE
RECEIPT DATE	**PRIORITY DATE**	**PETITIONER**
December 26, 2012		BUTLER AMUSEMENTS INC
NOTICE DATE	**PAGE**	**BENEFICIARY**
January 4, 2013	2 of 2	TWO HUNDRED FORTY SIX UNNAMED

(continued)
at the Small Business Administration. The ONO assists sma.. businesses with issues related to federal regulations. If you are a small business with a comment or complaint about regulatory enforcement, you may contact the ONO at www.ombudsman.sba.gov or phone 202-205-2417 or fax 202-481-5719.

NOTICE: Although this application/petition has been approved, USCIS and the U.S. Department of Homeland Security reserve the right to verify the information submitted in this application, petition and/or supporting documentation to ensure conformity with applicable laws, rules, regulations, and other authorities. Methods used for verifying information may include, but are not limited to: the review of public information and records, contact by correspondence, the Internet, or telephone, and site inspections of businesses and residences. Information obtained during the course of verification will be used to determine whether revocation, rescission, and/or removal proceedings are appropriate. Applicants, petitioners, and representatives of record will be provided an opportunity to address derogatory information before any formal proceeding is initiated.

Please see the additional information on the back. You will be notified separately about any other cases you filed.

U.S. CITIZENSHIP & IMMIGRATION SVC
CALIFORNIA SERVICE CENTER
P. O. BOX 30111
LAGUNA NIGUEL CA 92607-0111

Customer Service Telephone: (800) 375-5283

Form I797B (Rev. 10/31/05)N

Please tear off portion below and forward it to the alien worker.

The alien may use this portion when applying for a visa at an American consulate abroad, or if no visa is required, when applying for admission to the U.S.

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U.S. Department of Labor

Wage and Hour Division
620 SW Main Street, Room 423
Portland, OR 97205
Phone/Fax: (503) 552-5634

Transmitted via US mail

March 22, 2013

Michael Brajevich, CEO
Butler Amusements, Inc.
3003 SW 153rd Drive, Suite 205
Beaverton, OR 97006

Dear Mr. Brajevich:

The Wage and Hour Division is responsible for conducting investigations to determine compliance with the H-2B provisions of the Immigration and Nationality Act (INA) and all other applicable federal labor statutes. This is to notify you that your firm has been scheduled for investigation pursuant to and under authority of the INA and implementing regulations at 20 C.F.R. Part 655 subpart A.

At this time I have set Thursday, April 11th at 10 a.m. as the date and time for the initial conference. I will visit the establishment to initiate the review at 3003 SW 153rd Drive, Suite 205, Beaverton, OR 97006. I will need to meet with you or a designated representative at that time in order to obtain information about the company, its operations and to review documentation as described below. Such documentation are those that must be maintained by employers as required under 20 C.F.R. Part 655 subpart A and 29 C.F.R. Part 516.

On the day and time of the investigation I will need to review and discuss with you the following documentation applicable to ETA Form 9142, Application for Temporary Employment Certification # H-400-12313-874905 certified for the employment period of February 1, 2013 to October 13, 2013.

A. ETA Form 9141, Application for Prevailing Wage Determination

B. Documentation of the recruitment and advertising efforts:
   1. Job Order submitted to the State Workforce Agency
   2. Print advertisements that were published
   3. Full recruitment report
   4. Resumes of all U.S. workers that were submitted

C. ETA Form 9142 & Appendix B.1,
   Application for Temporary Employment Certification

D. Statement of temporary need and any additional documentation supporting the temporary need for H-2B workers submitted with the ETA Form 9142

E. Form I-129 - Petition for a Nonimmigrant Worker

F. Form I-797A - Notice of Action

G. A list of any U.S. workers that were laid off or terminated 120 days before or after the first day of the certified employment period as listed on ETA Form 9142

H. Written notification to ETA and USCIS as it pertains to any H-2B worker that was dismissed prior to the last day of the certified employment period

I. Payroll information and time records from April 2010 – April 2013

J. U.S. and H-2B workers' contact information

In addition to the above information I will also need to review the total monthly sales receipts for calendar years 2009 - 2012. Additional documents and information will be requested as needed to complete the investigation. Your anticipated cooperation in this matter is appreciated.

Please contact me by 3/28/13 to verify the above date and time and to discuss the requested information as a preface to the initial conference.

Sincerely,

Carrie Aguilar
Wage and Hour Investigator
503-552-5634

Enclosures
Handy Reference Guide, FLSA
Fact Sheet #44
Fact Sheet 77A
Fact Sheet #28D

Wayne Pierce

From: "Wayne Pierce" <wpierce@adventurelaw.com>
Date: April 04, 2013 7:31 PM
To: "Aguilar, Carrie E - WHD" <Aguilar.Carrie@dol.gov>
Attach: 2013.0404.1a Calculation of FLSA Exemption – 2009-2012.doc
Subject: Re: ButlerAmusements

I have now attached what I believe constitutes our final calculation for exemption from the FLSA for each calendar year 2009-2012. The only change here is that I have now completed the calculation for 2009.

I have asked about your request that an original source document or a knowledgeable person be available for the audit on Wednesday.

Sincerely,

R. Wayne Pierce
Adventure Lawyer
THE PIERCE LAW FIRM, LLC
133 Defense Highway, Suite 106
Annapolis, Maryland 21401-7015
Work: 410-573-9955
Fax: 410-573-9956
Home: 410-923-1107
E-mail: wpierce@adventurelaw.com

Dictated with voice recognition.

From: Wayne Pierce
Sent: Tuesday, April 02, 2013 8:22 PM
To: Aguilar, Carrie E - WHD
Subject: Re: ButlerAmusements

Attached is a template that I have developed for establishing that a carnival operation is FLSA exempt. I have filled in the monthly gross revenues. You will see that we can only meet the ratio test for calendar years 2010, 2011, and 2012.

Now, you had also asked for 2009. You will recall that I have expressed my doubts that the statute of limitations for FLSA-exempt operations will reach back to cover 2010, and I fully expect that those numbers will corroborate what you have now received. Nevertheless, I will now go back to my contact to see about getting 2009 gross revenue figures.

I also have what I believe are the various documents for the H-2B paperwork for the current season. I just need to go through them and send them to you. I believe I may have the payroll and time she records delivered on Thursday.

I am still planning on your on-site visit next Wednesday, April 10, and I still think it is likely that you will have the documents before that date.

Sincerely,

R. Wayne Pierce
Adventure Lawyer
THE PIERCE LAW FIRM, LLC
133 Defense Highway, Suite 106
Annapolis, Maryland 21401-7015
Work: 410-573-9955
Fax: 410-573-9956
Home: 410-923-1107
E-mail: wpierce@adventurelaw.com

Dictated with voice recognition.

From: Wayne Pierce
Sent: Friday, March 29, 2013 7:45 PM
To: Aguilar, Carrie E - WHD
Subject: Re: Butler

Thank you so much.

Jody

Please get Carrie into TM, coded as we have for other WHD investigators.

Sincerely,

R. Wayne Pierce
Adventure Lawyer
THE PIERCE LAW FIRM, LLC
133 Defense Highway, Suite 106
Annapolis, Maryland 21401-7015
Work: 410-573-9955
Fax: 410-573-9956
Home: 410-923-1107
E-mail: wpierce@adventurelaw.com

Dictated with voice recognition.

BUTLER AMUSEMENTS

FLSA Exemption

29 U.S.C. § 213 –
(a) Minimum wage and maximum hour requirements. The provisions of sections 6 (except section 6(d) in the case of paragraph (1) of this subsection) and 7 [29 USCS §§ 206, 207] shall not apply with respect to--

(3) any employee employed by an establishment which is an amusement or recreational establishment, . . . if (A) it does not operate for more than seven months in any calendar year, or (B) during the preceding calendar year, its average receipts for any six months of such year were not more than 33 1/3 per centum of its average receipts for the other six months of such year . . . .

29 C.F.R. § 516.11 –
With respect to each and every employee exempt from both the minimum wage and overtime pay requirements of the Act pursuant to the provisions of section 13(a) (2), (3), (4), (5), (8), (10), (12), or 13(d) of the Act, employers shall maintain and preserve records containing the information and data required by § 516.2(a) (1) through (4).

29 C.F.R. § 516.2 –
(a) Items required. Every employer shall maintain and preserve payroll or other records containing the following information and data with respect to each employee to whom section 6 or both sections 6 and 7(a) of the Act apply:

(1) Name in full, as used for Social Security recordkeeping purposes, and on the same record, the employee's identifying symbol or number if such is used in place of name on any time, work, or payroll records,

(2) Home address, including zip code,

(3) Date of birth, if under 19,

(4) Sex and occupation in which employed (sex may be indicated by use of the prefixes Mr., Mrs., Miss., or Ms.) (Employee's sex identification is related to the equal pay provisions of the Act which are administered by the Equal Employment Opportunity Commission. Other equal pay recordkeeping requirements are contained in 29 CFR part 1620.)

Application of the FLSA Exemption

Butler Amusements is a carnival and operates as an "amusement establishment."

1. *Gibbs v. Montgomery County Agric. Soc'y*, 140 F. Supp. 2d 835, 2001 U.S. Dist. LEXIS 5431 (2001) (county agency operating county fairgrounds and county fair was an amusement establishment).
2. Wage and Hour Division, *Field Operations Handbook* § 25j13 (amusement park maintenance workers are exempt while performing maintenance and repair work).
3. Wage and Hour Division, *Field Operations Handbook* § 25j14 (state or county fairs are analogous to exempt carnivals because they provide rides, exhibitions, and sideshows).

Receipts Test

Gross revenue from all sources

CY 2009			
6 Lowest Months	**Receipts**	**6 Highest Months**	**Receipts**
January	$18,229.45	April	$2,019,550.00
February	$1,648,628.31	May	$3,270,266.93
March	$1,755,386.01	July	$4,247,914.17
June	$1,826,209.88	August	$4,182,376.32
November	$54,541.70	September	$8,661,650.78
December	$520,223.72	October	$3,945,526.06
Average Monthly Receipts	$5,823,218.90/6 = $970,536.48		$26,327,283/6 = $4,387,880.50
Ratio	$970,536.48/$4,387,880.50 = **22.12%** (which is less than 33.3%)		

CY 2010			
6 Lowest Months	**Receipts**	**6 Highest Months**	**Receipts**
January	$0	May	$3,949,354.16
February	$1,681,855.00	June	$2,529,661.83
March	$2,017,072.00	July	$3,646,240.81
April	$1,329,088.15	August	$8,312,256.63
November	$0	September	$5,249,817.25
December	$537,297.55	October	$4,405,292.34
Average Monthly Receipts	$5,565,312.60/6 = $927,552.10		$28,092,621/6 = $4,682,103.50
Ratio	$927,552.10/$4,682,103 = **19.81%** (which is less than 33.3%)		

CY 2011			
6 Lowest Months	**Receipts**	**6 Highest Months**	**Receipts**
January	$0	May	$3,924,803.92
February	$1,912,326.27	June	$2,349,197.26
March	$1,567,169.33	July	$8,513,839.10
April	$1,472,684.55	August	$4,397,350.84
November	$129,641.23	September	$4,497,055.28
December	$713,025.79	October	$8,724,584.38
Average Monthly Receipts	$5,794,846.90/6 = $965,807.81		$32,406,829/6 = $5,401,138
Ratio	$965,807.81/5,401,138 = **17.88%** (which is less than 33.3%)		

CY 2012			
6 Lowest Months	**Receipts**	**6 Highest Months**	**Receipts**
January	$0	May	$3,686,940.98
February	$2,531,340.25	June	$2,996,341.83

March	$1,933,845.57	July	$7,304,150.30
April	$2,536,530.62	August	5,159,695.67
November	$59,132.50	September	$6,052,069.38
December	$592,556.01	October	$5,204,578.01
Average Monthly Receipts	$7,653,404.94/6 = $1,275,567.40		$30,403,775/6 = $5,067,295.80
Ratio	$1,275,567.40/$5,067,295.80 = **25.17%** (which is less than 33.3%)		

Summary of Unpaid Wages

U.S. Department of Labor
Wage and Hour Division

Office Address:	Portland District Office 620 SW Main Street, Room 423 Portland, OR 97205-3037 503-326-3057	**Investigator:** Carrie Aguilar	**Date:** 11/22/2013
		Employer Fed Tax ID Number:	77-0014796

1. Name	2. Address	3. Period Covered by Work Week Ending Dates	4. Act(s)	5. BWs Due	Total
Saul Estadillo Herrera		02/02/2013 to 04/27/2013	H2B	$3,022.80	$3,022.80
				$3,022.80	$3,022.80
Gustavo Gamero		02/02/2013 to 04/27/2013	H2B	$3,022.80	$3,022.80
				$3,022.80	$3,022.80
Sergio Guzman		02/02/2013 to 04/27/2013	H2B	$3,022.80	$3,022.80
				$3,022.80	$3,022.80
Jaime Hernandez		02/02/2013 to 04/27/2013	H2B	$2,989.80	$2,989.80
				$2,989.80	$2,989.80
Omar Lopez		02/02/2013 to 04/27/2013	H2B	$2,576.20	$2,576.20
				$2,576.20	$2,576.20
Antonio Mendez		02/02/2013 to 04/27/2013	H2B	$156.20	$156.20
				$156.20	$156.20

I agree to pay the listed employees the amount due shown above by **Signed:** _____ **Date:** _____	**Employer Name and Address:** Butler Amusements Butler Amusements, Inc. 3003 SW 153rd Drive, Suite 205 Beaverton OR 97006	**Subtotal:**	$14,790.60	$14,790.60

Form WH-56

Butler's Exh. 14, p. 001 Butler 01673

AR - 1550

Summary of Unpaid Wages

U.S. Department of Labor
Wage and Hour Division

Office Address:	Portland District Office 620 SW Main Street, Room 423 Portland, OR 97205-3037 503-326-3057	**Investigator:** Carrie Aguilar	**Date:** 11/22/2013
		Employer Fed Tax ID Number:	77-0014796

1. Name	2. Address	3. Period Covered by Work Week Ending Dates	4. Act(s)	5. BWs Due	Total
Jose Ortego		02/02/2013 to 04/27/2013	H2B	$3,022.80	$3,022.80
				$3,022.80	$3,022.80
Fernando Preza		02/02/2013 to 04/27/2013	H2B	$3,022.80	$3,022.80
				$3,022.80	$3,022.80
Felipe Villegas Quijano		02/02/2013 to 04/27/2013	H2B	$3,869.80	$3,869.80
				$3,869.80	$3,869.80
Marilu Zepeda		02/02/2013 to 04/27/2013	H2B	$1,240.80	$1,240.80
				$1,240.80	$1,240.80

I agree to pay the listed employees the amount due shown above by	**Employer Name and Address:** Butler Amusements Butler Amusements, Inc. 3003 SW 153rd Drive, Suite 205 Beaverton OR 97006	**Subtotal:**	$11,156.20	$11,156.20
		Total:	$25,946.80	$25,946.80
Signed: _____				
Date: _____				

Form WH-56

Shayla King

From: "Wayne Pierce" <wpierce@adventurelaw.com>
Date: Friday, December 27, 2013 10:22 PM
To: "Aguilar, Carrie E - WHD" <Aguilar.Carrie@dol.gov>
Subject: Re: Backwage Compliance and Payment Agreement

I am following up on the status of the audit. You have identified 10 employees that you believe should have been paid according to the following job codes:

Position	*Job code*	*Wage*
1. Drivers	*53-3032*	*$19.37*
2. 1st line supervisors	*39-1021*	*$18.98*
3. Office support personnel	*43-9199*	*$17.82*
4. Maintenance workers	*49-9071*	*$18.67*

According to your back wage calculations, these 10 employees are owed back wages for the period February 2 through April 27, 2013, as follows:
1. Saul Estadillo Herrera – $3022.80 (driver)
2. Gustavo Gamero – $3022.80 (driver)
3. Sergio Guzman – $3022.80 (driver)
4. Jaime Hernandez – $2989.80
5. Omar Lopez – $2576.20
6. Antonio Mendez – $156.20
7. Jose Ortego – $3022.80 (driver)
8. Fernando Preza – $3022.80 (driver)
9. Felipe Villegas Quijano – $3869.80
10. Marilu Zepeda – $1240.80 (office administrative functions)
During our discussion on November 22, you did not identify which of these 5 individuals were drivers, but I assume they are the 5 for which you calculated the same amount of back wages. I understand that the individual performing office administrative functions was apparently a female, which I assume is Marilu Zepeda. I have not currently identified which 2 individuals were performing the "machine shop mechanics" jobs or the 2 individuals functioning as "ride supervisors."

I had requested 2 additional weeks within which to evaluate and respond on the following issues:
1. Whether, and the extent to which – these 10 individuals were working outside of their approved job code?
2. If any of these individuals were working outside of their job code, what was the appropriate job code and wage rate? We believe that we may be able to identify job codes in early 2013.
3. Do the math to calculate any back wages.

At this moment, we were not able to investigate this to a conclusion. I have asked my assistant to confirm that the 4 job codes that you have identified were the appropriate ones, or whether an alternative job code is more appropriate. Based on her work schedule, and the holidays, it might not be until the 1st full week in January before she can complete her review.

Nevertheless, let me venture a few observations. Most importantly, as I read the regulations, I do not see any basis for imposing back wages in the event that a worker is working outside of an approved job code.

20 C.F.R. § 655.65 (i) (if "an employer has not paid wages at the wage level specified under the application and required by § 655.22 (e), the Administrator may require the employer to provide for payment of such amounts as may be required to comply with the requirements of § 655.22 (e).") The only responsibility is to pay the "offered wage" that "equals or exceeds the highest of the prevailing wage, the applicable Federal minimum wage, the State minimum wage, and local minimum wage and the employer will pay the offered wage during the entire period of the approved H-2B labor certification." 20 C.F.R. § 655.22 (e). This is very similar to the rule governing civil money penalties for "willful" failure to pay wages, in which event civil money penalties "are equal to the difference between the amount that should have been paid and the amount that actually was paid to such nonimmigrant(s)." 20 C.F.R. § 655.65 (a). In fact, we did pay the offered wage, and that was the only amount that should have been paid "to such nonimmigrants," and I can find no other legal authority for imposing back wages under these circumstances. Further, I can think of no reason why any employer would want to pay back wages under these circumstances, only to have the same allegation leveled as a civil money penalty at some point in the future.

As to the 5 drivers, I will confirm who they are. If I understood our conversation correctly, you credited each of them for 40 hours per week. The problem with this position is that:
1. Assuming for the moment that any of these workers can be paid back wages for working outside of their job code, they only served in the capacity as drivers for a few hours each week. I will try to determine with greater precision what that figure might be.
2. Their actual hours during the audit time period were substantially less than 40 hours per week. I will verify how many hours these individuals worked.

As to the 2 ride supervisors, I am attempting to determine how much of their work time was as a supervisor, rather than the approved ride operator. We are also verifying that their actual hours were less than the 40 hours per week that you calculated.

As to the 2 machine shop mechanics, I am attempting to verify how much of their work time was in this job code, rather than the approved ride operator. The approved job code, 39-3091.00, includes "recording details of ... repair activities," "cleaning" equipment, "inspect equipment to detect wear and damage and perform minor repairs, adjustments or maintenance tasks such as oiling parts," and "maintain inventories of equipment, storing and retrieving items and assembling and disassembling equipment as necessary." Further, we are also verifying that their actual hours were less than 40 hours per week that you calculated.

As to the 1 office worker, I am attempting to verify how much of their work time was in this job code, rather than the approve ride operator. The approved job code, 39-3091.00, specifically contemplates the sort of paperwork that you referenced. For example, this job code includes "record details of attendance, sales, receipts, reservations, or repair activities." Further, we are also verifying that their actual hours were less than the 40 hours per week that you calculated.

Sincerely,

R. Wayne Pierce
Adventure Lawyer
THE PIERCE LAW FIRM, LLC

Shayla King

From: "Aguilar, Carrie E - WHD" <Aguilar.Carrie@dol.gov>
Date: Tuesday, February 25, 2014 6:03 PM
To: "Wayne Pierce" <wpierce@adventurelaw.com>
Attach: Summary of Unpaid Wages WH-56 2.26.14.pdf
Subject: Updated Summary of Unpaid Wages for Butler Amusements

Please find attached. As discussed.

Wage data available: http://www.flcdatacenter.com/OesWizardStart.aspx
Please let me know if you have questions.

Thanks,
Carrie Aguilar, Investigator
United States Department of Labor
Wage Hour Division
620 SW Main St Room 423
Portland, OR 97205
503-552-5634(office and fax)
503-890-8167 (cell)

Summary of Unpaid Wages

U.S. Department of Labor
Wage and Hour Division

Office Address:	Portland District Office 620 SW Main Street, Room 423 Portland, OR 97205-3037 503-326-3057	**Investigator:** Carrie Aguilar	**Date:** 02/25/2014
		Employer Fed Tax ID Number:	77-0014796

1. Name	2. Address	3. Period Covered by Work Week Ending Dates	4. Act(s)	5. BWs Due	Total
Saul Estadillo Herrera		02/02/2013 to 04/27/2013	H2B	$2,750.00	$2,750.00
				$2,750.00	$2,750.00
Gustavo Gamero		02/02/2013 to 04/27/2013	H2B	$2,750.00	$2,750.00
				$2,750.00	$2,750.00
Sergio Guzman		02/02/2013 to 04/27/2013	H2B	$2,750.00	$2,750.00
				$2,750.00	$2,750.00
Jaime Hernandez		02/02/2013 to 04/27/2013	H2B	$3,324.20	$3,324.20
				$3,324.20	$3,324.20
Omar Lopez		02/02/2013 to 04/27/2013	H2B	$3,064.60	$3,064.60
				$3,064.60	$3,064.60
Antonio Mendez		02/02/2013 to 04/27/2013	H2B	$644.60	$644.60
				$644.60	$644.60

I agree to pay the listed employees the amount due shown above by **Signed:** _____ **Date:** _____	**Employer Name and Address:** Butler Amusements Butler Amusements, Inc. 3003 SW 153rd Drive, Suite 205 Beaverton OR 97006	**Subtotal:**	$15,283.40	$15,283.40

Form WH-56

AR - 1555

Butler's Exh. 16, p. 002 Butler 01680

Summary of Unpaid Wages

U.S. Department of Labor
Wage and Hour Division

Office Address:	Portland District Office 620 SW Main Street, Room 423 Portland, OR 97205-3037 503-326-3057	**Investigator:** Carrie Aguilar	**Date:** 02/25/2014
		Employer Fed Tax ID Number:	77-0014796

1. Name	2. Address	3. Period Covered by Work Week Ending Dates	4. Act(s)	5. BWs Due	Total
Jose Ortego		02/02/2013 to 04/27/2013	H2B	$2,750.00	$2,750.00
				$2,750.00	$2,750.00
Fernando Preza		02/02/2013 to 04/27/2013	H2B	$2,750.00	$2,750.00
				$2,750.00	$2,750.00
Felipe Villegas Quijano		02/02/2013 to 04/27/2013	H2B	$4,204.20	$4,204.20
				$4,204.20	$4,204.20

I agree to pay the listed employees the amount due shown above by **Signed:** _____ **Date:** _____	**Employer Name and Address:** Butler Amusements Butler Amusements, Inc. 3003 SW 153rd Drive, Suite 205 Beaverton OR 97006	**Subtotal:**	$9,704.20	$9,704.20
		Total:	$24,987.60	$24,987.60

Exhibit 17

WHD's Investigative Narrative was not produced by WHD.

Exhibit 18

WHD's original file entry for calculating back wages was not produced by WHD.

U.S. Department of Labor

Wage & Hour Division
Portland District Office
620 SW Main Street, Room 423
Portland, OR 97205
(503) 326-3057

CERTIFIED MAIL RETURN RECEIPT REQUESTED: # **1ZW8Y8320298496004**

February 6, 2018

Michael Brajevich, CEO
Butler Amusements, Inc.
8035 SW CIRRUS DRIVE, SUITE # 21-E
Beaverton, OR 97008

Subject: **Administrator's Determination Pursuant to Section 214(c)(14) of the Immigration and Nationality Act (INA) and Applicable Regulations Pertaining to Violations Involving H-2B Nonimmigrant Workers**

Reference #: 1689932

Dear Mr. Brajevich:

On January 29, 2018 you were served with a determination letter with certified mail number 1ZW8Y8320292571353. This letter was sent in error. This letter dated February 6, 2018 rescinds and replaces the January 29, 2018 letter.

An investigation conducted by this office of Butler Amusements, Inc. (herein Butler Amusements) under the H-2B provisions of the INA, as amended, 8 U.S.C. § 1101(a)(15)(H)(ii)(b) *et seq.*, 1184(c)(14), and 20 CFR Part 655, subpart A (2008) and applicable procedural regulations in 29 CFR Part 503 (2015), covering the period from February 1, 2013 to April 24, 2013, disclosed that Butler Amusements committed the following violations regarding the USCIS Form I-129, Petition for a Nonimmigrant Worker (I-129 Petition) and the Application for Temporary Employment Certification (ETA Form 9142 with Appendix B) (9142 Application) filed under the 2008 regulations: substantial failure to comply with the proper job classification requirement. Any I-129 Petition or 9142 Application included in this investigation is listed or enclosed.

The enclosed Summary of Violations and Remedies indicates the specific violation regarding the I-129 Petition and 9142 Application, which we discussed in the final conference, and the remedy imposed for the violation.

As a consequence of this H-2B violation, $24,987.20 in unpaid wages is owed to 9 H-2B nonimmigrant workers. The same violation also resulted in the assessment of civil money penalties in the total amount of $10,000.00. These amounts are explained in detail in the

Butler's Exh. 19, p. 001

enclosed Summary of Violation and Remedy. Please note that where Butler Amusements violated both an I-129 requirement and the corresponding 9142 Application requirement, the associated back wages and civil money penalties are both listed under the citation on the enclosed Summary of Violation and Remedy. However, the back wages and civil money penalties for such violations will be collected under only one citation.

Butler Amusements is liable for any ongoing violations. Butler Amusements must pay these back wages and civil money penalties no later than 30 calendar days after the date of this determination unless Butler Amusements requests an appeal as described below. The civil money penalties must be paid by submitting a certified check or money order payable to "Wage and Hour Division - Labor" to the Wage and Hour Division, U.S. Department of Labor, 620 SW Main Street, Room 423, Portland, OR 97205.

Butler Amusements must pay back wages in the amounts listed on the Summary of Unpaid Wages, Form WH-56, which was previously provided to Butler Amusements. Butler Amusements is responsible for withholding the legally required deductions (*e.g.,* Federal and State income tax and FICA) and paying these amounts and Butler Amusements' contributions to the appropriate entities. A certified check or money order in the net amount of back wages should be made payable to the names of the individuals owed back wages or "Wage and Hour Division - Labor" to the Wage and Hour Division, U.S. Department of Labor, 620 SW Main Street, Room 423, Portland, OR 97205-3028.

This debt is subject to the assessment of interest, administrative cost charges and penalties in accordance with the Debt Collection Improvement Act of 1996 and U.S. Department of Labor policies. Interest will be assessed at the Treasury Tax and Loan Account rate on any principal that becomes delinquent. The rate is currently 1%. Administrative cost charges will be assessed to help defray the Government's cost of collecting this debt. A penalty at the rate of 6% will be assessed on any portion of the debt remaining delinquent for more than 90 days. In order to avoid these charges, Butler Amusements must forward payment of the civil money penalties to the Wage and Hour Division, U.S. Department of Labor, 620 SW Main Street, Room 423, Portland, OR 97205 by the indicated due date. Please note that any pending bankruptcy action may affect the foregoing remedies. Where appropriate, the Department of Homeland Security and the Department of Labor's Office of Foreign Labor Certification (OFLC) will be notified about H-2B violations.

Additionally, pursuant to 20 CFR 655.31(d)(4) (2008), if Butler Amusements fails to pay the back wages and/or civil money penalties by the indicated due date, OFLC may seek to debar Butler Amusements from receiving future labor certifications for a prescribed period of time.

Butler Amusements has the right to request a hearing on this determination. Such a request must be dated, be typewritten or legibly written, specify the issues stated in this notice of determination on which a hearing is requested, state the specific reasons why the requestor believes this determination to be in error, be signed by the requestor or by an authorized representative, and include the address at which the requestor or the authorized representative desires to receive further communications relating to the hearing request.

The request must be made to and received by the Chief Administrative Law Judge (OALJ) at the following address no later than 30 calendar days after the date of this determination:

Chief Administrative Law Judge
U.S. Department of Labor
800 K Street NW, Room 400 North
Washington, DC 20001-8002

If Butler Amusements does not make a timely request for a hearing, this determination will become a final order of the Secretary of Labor and may no longer be appealed.

The procedure for filing a request for a hearing is provided in 29 C.F.R. 503.43. Please note that 29 CFR 503.43(f) requires that a copy of any such request for a hearing must also be sent to me and to those parties listed below. Due to the delayed delivery of mail in certain areas, you may wish to transmit your request to the OALJ via facsimile at 202-693-7365 to ensure timely receipt.

The fact that the above sanctions/remedies are being imposed for the H-2B violations found at this time does not preclude the taking of other enforcement action as is deemed appropriate by the Department of Labor or the assessment of back wages or civil money penalties for additional violations of the H-2B provisions found at some future time.

A copy of 20 CFR Part 655 subpart A (2008) can be found at the following web address: https://www.gpo.gov/fdsys/pkg/FR-2008-12-19/pdf/E8-29995.pdf and a copy of 29 CFR Part 503 (2015) can be found at the following web address: http://www.gpo.gov/fdsys/pkg/FR-2015-04-29/pdf/2015-09694.pdf

Sincerely,

Thomas Silva
District Director

Enclosures: Copy / List of Applications and I-129 Petitions
Summary of Violation and Remedy

cc: Chief Administrative Law Judge
U.S. Department of Labor
800 K Street NW Room 400 North
Washington, DC 20001-8002

Administrator
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue NW, Room S-3510
Washington, DC 20210

Butler's Exh. 19, p. 003

Associate Solicitor of Labor
Fair Labor Standards Division
U.S. Department of Labor
200 Constitution Avenue NW, Room N-2716
Washington, DC 20210

Regional Office of the Solicitor
World Trade Center
350 S. Figueroa Street, Suite 370
Los Angeles, CA 90071

Regional Immigration Coordinator
U.S. Department of Labor
Wage and Hour Division
2800 Cottage Way, W-1836
Sacramento, CA 95825

R. Wayne Pierce, Esq.
The Pierce Law Firm, LLC
133 Defense Highway, Ste. 106
Annapolis, MD 21401-7015

Summary of Violation and Remedy

Please note that where Butler Amusements, Inc. violated both an I-129 requirement and the corresponding 9142 Application requirement, the associated back wages and civil money penalties are listed under each citation. However, the back wages and civil money penalties for such violations will be collected under only one citation.

Violation Name/ Description	Type of Violation	Applied Enforcement Document(s)	Affected 9142 Application and/or I-129 Petition	Violated Attestation and/or Requirement	Back Wages Assessed	Civil Money Penalty Assessed	Total(s) Due for Payment Regarding this Violation
Improper Job Classification: Butler Amusements, Inc. placed workers in occupation(s) other than listed on the I-129 Petition or the 9142 Application.	[X] Substantial Failure	9142	H-400-12313-874905	Attestation #13 & 20 CFR 655.22(n)	$ 26,955.40	$10,000.00	Back wages: $ 26,955.40
	[ ] Willful Misrepresentation	I-129	I-129 dated 12/17/2012	Part 5, question 1	$ 26,955.40	$10,000.00	CMP: $10,000.00

Exh. 19, p. 005

THE PIERCE LAW FIRM, LLC

AdventureLaw

E-mail: wpierce@adventurelaw.com

MEMORANDUM

TO: Department of Labor

FROM: Wayne Pierce, authorized counsel for the submitter

RE: Advance Notice of FOIA-Exempt Confidential Commercial Information

DATE: April 15, 2019

Exhibits 20 and 21 contain confidential commercial information; further disclosure is exempt from the Freedom of Information Act.

Advance Notice of Exempt Information

Authority. In the event that you receive a FOIA request related to this case, as well as any documents containing information derived therefrom, we hereby advise that the following information is regarded as confidential commercial information and is exempt from production under FOIA pursuant to:

- 5 U.S.C. § 552 (b) (4) (exempting matters that are "trade secrets and commercial or financial information obtained from a person and privileged or confidential");
- Executive Order 12600, § 2 (a) ("confidential commercial information" means records that "arguably" might contain exempt material "because disclosure could reasonably be expected to cause substantial competitive harm.") & § 3 (b) (at the time of submission, the submitter may claim exemption for information that "could reasonably be expected to cause substantial competitive harm.");

- 29 C.F.R. § 70.26 (b) (submitter will "use good-faith efforts" to designate at the time of submission to DoL "any portions of its submission that it considers to be protected from disclosure under Exemption 4" for 10 years); and
- Department of Labor Employment & Training Administration, Field Memorandum No. 14-03, ¶ 4.A.2.(a) (July 18, 2003) ("Information of a commercial or trade nature ... shall be withheld .... The release of such information could result in harm to an employer if it became available to a competitor of the employer.").

Pursuant to 29 C.F.R. § 70.26 (b), please ensure that a copy of this correspondence is filed and remains with the pertinent original records. In the event that some or all of

- these papers are transferred to another agency or location, or
- the information contained in these papers is placed in other documents,

please ensure that a copy of this notice is attached thereto.

Specific Designations. This advance notice includes the following specific information:

- annual gross revenue
- revenue per location

As specified in 29 C.F.R. § 70.26 (b) and 6 C.F.R. § 5.8 (c), each of these designations are further identified by "appropriate markings," viz.: They are included in the exhibits and described in detail in this advance notice.

Additional Contact for Notification

Pursuant to 29 C.F.R. § 70.26 (j), we further request that copies of any (1) notice of proposed disclosure, (2) request for reasons supporting status as confidential commercial information, (3) explanations why these objections were not sustained, and (4) notice of suits, be sent concurrently to our counsel at:

R. Wayne Pierce
The Pierce Law Firm, LLC
133 Defense Highway, Suite 201
Annapolis, Maryland 21401
410-573-9955
obowp@AdventureLaw.com

Exhibit 20

This is a collection of confidential financial documents that provide the source material for calculating the Respondent's exemption from the Fair Labor Standards Act as calculated in Exh. 21.

THE PIERCE LAW FIRM, LLC

AdventureLaw

E-mail: wpierce@adventurelaw.com

MEMORANDUM

TO: Department of Labor

FROM: Wayne Pierce, authorized counsel for the submitter

RE: Advance Notice of FOIA-Exempt Confidential Commercial Information

DATE: April 15, 2019

Exhibits 20 and 21 contain confidential commercial information; further disclosure is exempt from the Freedom of Information Act.

Advance Notice of Exempt Information

Authority. In the event that you receive a FOIA request related to this case, as well as any documents containing information derived therefrom, we hereby advise that the following information is regarded as confidential commercial information and is exempt from production under FOIA pursuant to:

- 5 U.S.C. § 552 (b) (4) (exempting matters that are "trade secrets and commercial or financial information obtained from a person and privileged or confidential");
- Executive Order 12600, § 2 (a) ("confidential commercial information" means records that "arguably" might contain exempt material "because disclosure could reasonably be expected to cause substantial competitive harm.") & § 3 (b) (at the time of submission, the submitter may claim exemption for information that "could reasonably be expected to cause substantial competitive harm.");

- 29 C.F.R. § 70.26 (b) (submitter will "use good-faith efforts" to designate at the time of submission to DoL "any portions of its submission that it considers to be protected from disclosure under Exemption 4" for 10 years); and
- Department of Labor Employment & Training Administration, Field Memorandum No. 14-03, ¶ 4.A.2.(a) (July 18, 2003) ("Information of a commercial or trade nature ... shall be withheld .... The release of such information could result in harm to an employer if it became available to a competitor of the employer.").

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- these papers are transferred to another agency or location, or
- the information contained in these papers is placed in other documents,

please ensure that a copy of this notice is attached thereto.

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- annual gross revenue
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R. Wayne Pierce
The Pierce Law Firm, LLC
133 Defense Highway, Suite 201
Annapolis, Maryland 21401
410-573-9955
obowp@AdventureLaw.com

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES

In the Matter of:	*	
ADMINISTRATOR,	*	
WAGE & HOUR DIVISION		**Case No.:** 2018-TNE-00019
Plaintiff	*	
		WHD Reference #: 1689932
v.	*	
BUTLER AMUSEMENTS, INC., and	*	
MICHAEL BRAJEVICH		
Respondents	*	

* * * * * * * * * * * * * *

RESPONDENTS' DISCLOSURES FOR HYBRID FACT/EXPERT WITNESSES

R. Wayne Pierce, Esquire
The Pierce Law Firm, LLC
133 Defense Hwy, Suite 201
Annapolis, Maryland 21401-7015
410-573-9955
Fax 410-573-9956
wpierce@adventurelaw.com
Attorney for Respondent

April 15, 2019

RESPONDENTS' DISCLOSURES FOR HYBRID FACT/EXPERT WITNESSES

Pursuant to the Scheduling Order and 29 C.F.R. § 18.50 (c) (2) (iii) Respondents provide the following disclosures:

1. Identification. Plaintiff identifies the following individuals as hybrid fact/expert witnesses who may present expert opinion evidence and whose duties do not regularly involve giving expert opinion testimony:

Mr. Michael Brajevich

Mr. Steve Nittler

2. Subject matter. Mssrs. Brajevich and Nittler may address the following subject matters pursuant to expert opinion testimony:

- Industry custom and practice in the mobile amusement industry.
- Respondents' conformance to industry custom and practice.
- Determination of back wages based upon hours worked in various job codes and areas of intended employment.
- Determination of credits to which Respondents are entitled by virtue of providing housing, relocation travel, local convenience travel, and income tax payments.
- Prejudice to Respondents from late filing.
- Rebuttal of the Administrator's evidence once those theories are identified and elaborated.

3. Opinions and facts. A summary of the facts and opinions to which Mssrs. Brajevich and Nittler are expected to testify include:

Respondents conformed to industry custom and practice in 2013 when providing bunkhouses, relocation travel, and local convenience travel, as well as using a prepayment plan.

Respondents' pay practices conformed to industry custom and practice in 2013.

It is common and customary in the mobile amusement industry in 2013 to provide bunkhouses, relocation travel, and local convenience travel for a wage credit.

It is customary in the mobile amusement industry that the employer is entitled to rely upon his agent to discuss and recommend appropriate job codes.

Respondents are entitled to the credit for

- Bunkhouses reflected in Respondents' Exh. 31 and 47.
- Relocation travel reflected in Respondents' Exh. 34 and 47.
- Local convenience travel reflected in Respondents' Exh. 36 and 47.
- Income tax payments reflected in Respondents' Exh. 37 and 47.
- Overpayment for hours worked reflected in Respondents' Exh. 45, 46, and 47.

Back wages, if any, are calculated and reflected in Respondents' Exh. 47.

Respondents' exemption from the FLSA is determined and reflected in Respondents' Exh. 21.

Respondents were prejudiced by the unnecessary delay in filing the determination letter because of the loss of documentation, witnesses, and memories.

The grounds for these opinions are the discovery conducted in this case; the anticipated trial testimony of the witnesses; Mssrs. Brajevich and Nittler's knowledge regarding industry custom and practice; their factual involvement with Respondents' employment practices and documentation; and his investigations related to the case.

4. Reservation. These disclosures are not intended to be exhaustive or complete in every detail. Respondents reserve the right to amend or supplement these disclosures in light of further discovery, as well as any information provided by the Administrator.

R. WAYNE PIERCE
The Pierce Law Firm, LLC
133 Defense Highway, Suite 201
Annapolis, MD 21401
Phone: 410-573-9955
Fax: 410-573-9956
Email: wpierce@adventurelaw.com

Attorney for Respondents

CERTIFICATE OF SERVICE

Respondents Butler Amusements, Inc., and Michael Brajevich hereby certify that on **April 15, 2019,** copies of the following:

1. Respondents' Disclosures for Hybrid Fact/Expert Witnesses

Were mailed, and a copy was e-mailed, to:

Jeannie Gorman
US Department of Labor
Office of the Solicitor
300 5th Avenue, Suite 1120
Seattle, Washington 98104-2397
Ph: (206) 757-6762
Fax: (206) 757-6761
Gorman.jeannie@dol.gov

And a copy was mailed to:
Chief Docket Clerk
Office of Administrative Law Judges
800 K Street NW, Suite 400
Washington, DC 20001-8002

R. Wayne Pierce

R. WAYNE PIERCE

STEVEN A. NITTLER
CERTIFIED PUBLIC ACCOUNTANT

Information

- Steven A. Nittler, CPA
  2270 Douglas Blvd, Ste 108
  Roseville, CA 95661
  T (916) 787-0450
  F (916) 787-0452
  Email sncpa@nittler.us

Education

- California State University, Sacramento
  Sacramento, CA
  Graduated June 1979 with the degree of Bachelor of Science in Business Administration (Accounting) with Honors

- Golden Gate University
  San Francisco, CA
  Graduated August 1986 with the degree of Master of Business Administration in Taxation

Employment

- Alexander Grant CPA's, employed 1979-1982
- Motes & Company, CPA's, employed/minority owner 1982-1984
- Nittler & Walton, CPA's and Nittler, Walton & Frame, CPA's, owner 1984-1991
- Steven A. Nittler, CPA, owner, 1991-present

Professional licenses

- State of California, State Board of Accountancy
  Certified Public Accountant, License #33572E, December 5, 1981

- State of Oregon, Oregon Board of Accountancy
  Certified Public Accountant, License #11333, November 5, 2005

Industry experience

- Accounting, auditing and taxation, 1979-present
- Amusement/carnival industry, 1979-present
- Medical industry, 1979-present
- Various industries, 1979-present

	DATE	Consulate	Passport #	Last Names	First Names	Birth Dates	Home Street Address	Colonia	City	State	Postal	Home Telephone
1	30-Jan-13	Monterrey ASC	Confidential	Aburto Gonzalez	Rosalino	Confidential	Confidential	Confidential	Confidential	Confidential	Confidential	Confidential
2	30-Jan-13	Monterrey ASC		Alvarado Benitez	Ana Julia							
3	30-Jan-13	Monterrey ASC		Andrade Gomez	Daniel							
4	30-Jan-13	Monterrey ASC		Apolinar Barrios	Jose Luis							
5	30-Jan-13	Monterrey ASC		Armenta Calderon	Carlos							
6	30-Jan-13	Monterrey ASC		Armenta Calderon	Julian							
7	30-Jan-13	Monterrey ASC		Baez Martinez	Raul							
8	30-Jan-13	Monterrey ASC		Barreda Alarcon	German							
9	30-Jan-13	Monterrey ASC		Barrios Romero	Juan Daniel							
10	30-Jan-13	Monterrey ASC		Bello Garcia	Juan							
11	30-Jan-13	Monterrey ASC		Bello Vazquez	Gabriel							
12	30-Jan-13	Monterrey ASC		Benavides Arista	Alberto							
13	30-Jan-13	Monterrey ASC		Benitez Cortes	Ana Lilia							
14	30-Jan-13	Monterrey ASC		Caela Sanchez	Martin							
15	30-Jan-13	Monterrey ASC		Calderon Garcia	German							
16	30-Jan-13	Monterrey ASC		Campos Hernandez	Mario Emilio							
17	30-Jan-13	Monterrey ASC		De la Cruz Herrera	Esteban							
18	30-Jan-13	Monterrey ASC		Espinoza Alarcon	Agustin							
19	30-Jan-13	Monterrey ASC		Estudillo Herrera	Saul							
20	30-Jan-13	Monterrey ASC		Gamero Aguilar	Gustavo Ildelfonso							
21	30-Jan-13	Monterrey ASC		Gamero Aguilar	Javier							
22	30-Jan-13	Monterrey ASC		Garcia Gasca	Julio							
23	30-Jan-13	Monterrey ASC		Garcia Romero	Antonino							
24	30-Jan-13	Monterrey ASC		Gonzalez Gonzalez	Ediliberto							
25	30-Jan-13	Monterrey ASC		Guevara Garcia	Arnulfo							
26	30-Jan-13	Monterrey ASC		Guevara Hernandez	Roger							
27	30-Jan-13	Monterrey ASC		Guevara Rivera	Juan Carlos							
28	30-Jan-13	Monterrey ASC		Guzman Mendez	Rutilio							
29	30-Jan-13	Monterrey ASC		Guzman Quijano	Sergio							
30	30-Jan-13	Monterrey ASC		Hernandez Avila	David Isidro							
31	30-Jan-13	Monterrey ASC		Hernandez Melgarejo	Gregorio							
32	30-Jan-13	Monterrey ASC		Hernandez Perez	Bernardo							
33	30-Jan-13	Monterrey ASC		Hernandez Serrano	Jaime							
34	30-Jan-13	Monterrey ASC		Herrera Lopez	Carlos Manuel							
35	30-Jan-13	Monterrey ASC		Herrera Rojas	Joan Carlos							
36	30-Jan-13	Monterrey ASC		Huerta Bautista	Ricardo							
37	30-Jan-13	Monterrey ASC		Lopez Felix	Angel							
38	30-Jan-13	Monterrey ASC		Lopez Romero	Jair							
39	30-Jan-13	Monterrey ASC		Lopez Romero	Omar							
40	30-Jan-13	Monterrey ASC		Manriquez Castro	Daniel							
41	30-Jan-13	Monterrey ASC		Marquez Gonzalez	Aurelio							
42	30-Jan-13	Monterrey ASC		Martinez Andrade	Jesus Alberto							
43	30-Jan-13	Monterrey ASC		Martinez Bandala	Marcos							
44	30-Jan-13	Monterrey ASC		Martinez Garcia	Vicente							
45	30-Jan-13	Monterrey ASC		Martinez Herrera	Julio Alberto							
46	30-Jan-13	Monterrey ASC		Martinez Vasquez	Sergio Rolando							
47	30-Jan-13	Monterrey ASC		Mendez Serrano	Jose							
48	30-Jan-13	Monterrey ASC		Mendez Serrano	Jose Antonio							
49	30-Jan-13	Monterrey ASC		Mendez Serrano	Juan David							
50	30-Jan-13	Monterrey ASC		Mendoza Ronquillo	Francisco							
51	30-Jan-13	Monterrey ASC		Montalvo Vivanco	Ismael							
52	30-Jan-13	Monterrey ASC		Mora Ronquillo	Hugo Enrique							
53	30-Jan-13	Monterrey ASC		Mota Benavides	Eduardo							
54	30-Jan-13	Monterrey ASC		Murrieta Lara	Armando							
55	30-Jan-13	Monterrey ASC		Oliva Morales	Florencio							
56	30-Jan-13	Monterrey ASC		Paredes Fernandez	Jose Luis							
57	30-Jan-13	Monterrey ASC		Paredes Fernandez	Juan Carlos							
58	30-Jan-13	Monterrey ASC		Pedro Herrera	Omar							
59	30-Jan-13	Monterrey ASC		Pena Cortez	Clemente							
60	30-Jan-13	Monterrey ASC		Pena Reyes	Roberto							

61	30-Jan-13	Monterrey ASC	Confidential	Perdomo Enriquez	Carlos
62	30-Jan-13	Monterrey ASC		Perdomo Rendon	Felipe Neri
63	30-Jan-13	Monterrey ASC		Preza Morales	Fernando
64	30-Jan-13	Monterrey ASC		Rivera Garcia	Edgar
65	30-Jan-13	Monterrey ASC		Rivera Ventura	Jose
66	30-Jan-13	Monterrey ASC		Roano Hernandez	Aldo
67	30-Jan-13	Monterrey ASC		Salas Mendez	Fernando
68	30-Jan-13	Monterrey ASC		Salazar Munoz	Jose Ivan
69	30-Jan-13	Monterrey ASC		Salvador Hernandez	Javier
70	30-Jan-13	Monterrey ASC		Sanchez Hernandez	Jose Ciro
71	30-Jan-13	Monterrey ASC		Sanchez Luna	Roberto
72	30-Jan-13	Monterrey ASC		Sedano Gonzalez	Raul
73	30-Jan-13	Monterrey ASC		Silva Galicia	Elix Alberto
74	30-Jan-13	Monterrey ASC		Villegas Quijano	Felipe
75	6-Feb-13	Monterrey ASC		Adame Rodriguez	Roman
76	6-Feb-13	Monterrey ASC		Alonso Portilla	Irving Elias
77	6-Feb-13	Monterrey ASC		Alvarado Martinez	Alfonso
78	6-Feb-13	Monterrey ASC		Alvarez Triano	Tito
79	6-Feb-13	Monterrey ASC		Andrade	Andres
80	6-Feb-13	Monterrey ASC		Apodaca Vazquez	Juan Carlos
81	6-Feb-13	Monterrey ASC		Apodaca Vazquez	Victor
82	6-Feb-13	Monterrey ASC		Apolinar Barrios	Armando
83	6-Feb-13	Monterrey ASC		Arellano Aguilar	Omar Encarnacion
84	6-Feb-13	Monterrey ASC		Arellano Lopez	Alejandro
85	6-Feb-13	Monterrey ASC		Armas Lara	Lorenzo
86	6-Feb-13	Monterrey ASC		Carballo Nava	Ignacio
87	6-Feb-13	Monterrey ASC		Cardena Garcia	Mateo
88	6-Feb-13	Monterrey ASC		Carmona Ramirez	Jose Manuel
89	6-Feb-13	Monterrey ASC		Castillo Mancilla	Jose Angel
90	6-Feb-13	Monterrey ASC		Castro Sanchez	Benjamin
91	6-Feb-13	Monterrey ASC		Castro Vazquez	Jose Leobardo
92	6-Feb-13	Monterrey ASC		Cervantes Mendez	Eduardo
93	6-Feb-13	Monterrey ASC		COLIO APODACA	INES
94	6-Feb-13	Monterrey ASC		Colio Apodaca	Zosimo
95	6-Feb-13	Monterrey ASC		Doroteo Ramirez	Dionicio
96	6-Feb-13	Monterrey ASC		Enriquez Andrade	Carlos
97	6-Feb-13	Monterrey ASC		Flores Carranza	Edgar Osvaldo
98	6-Feb-13	Monterrey ASC		Flores Carranza	Jorge Armando
99	6-Feb-13	Monterrey ASC		Frias Scandon	Marco Antonio
100	6-Feb-13	Monterrey ASC		Garcia Alvarez	Rodolfo
101	6-Feb-13	Monterrey ASC		Garcia Alvarez	Salvador
102	6-Feb-13	Monterrey ASC		Garcia Andrade	Miguel
103	6-Feb-13	Monterrey ASC		Gonzalez Gomez	Mariano
104	6-Feb-13	Monterrey ASC		Gonzalez Rojas	Amancio
105	6-Feb-13	Monterrey ASC		Gracia Martinez	Luis Hector
106	6-Feb-13	Monterrey ASC		Grajales Garcia	Jesus
107	6-Feb-13	Monterrey ASC		Guevara Garcia	Alfonso
108	6-Feb-13	Monterrey ASC		Hernandez Cruz	Jose Manuel
109	6-Feb-13	Monterrey ASC		Hernandez Garcia	Julian
110	6-Feb-13	Monterrey ASC		Hernandez Guerra	Maria Isabel
111	6-Feb-13	Monterrey ASC		Hernandez Perez	Jose Luis
112	6-Feb-13	Monterrey ASC		Longoria Pino	Edson Rene
113	6-Feb-13	Monterrey ASC		Lopez Hernandez	Constantino
114	6-Feb-13	Monterrey ASC		Lopez Lopez	Leobardo
115	6-Feb-13	Monterrey ASC		Lopez Sanchez	Luis Alberto
116	6-Feb-13	Monterrey ASC		Lozano Herrera	Pedro
117	6-Feb-13	Monterrey ASC		Luna Campos	Enrique
118	6-Feb-13	Monterrey ASC		Luna Guzman	Jeronimo
119	6-Feb-13	Monterrey ASC		Mendoza Garcia	Alfonso
120	6-Feb-13	Monterrey ASC		Mendoza Mundo	Jaime
121	6-Feb-13	Monterrey ASC		Miranda Mendoza	Atenodoro
122	6-Feb-13	Monterrey ASC		Munoz Pena	Manolo

Confidential
Confidential
Confidential

Butler's Exh. 24, p. 002

123	6-Feb-1	errey ASC	Confidential	Nolasco Alarcon	Miguel Angel
124	6-Feb-13	Monterrey ASC		Ojeda de Jesus	Francisco
125	6-Feb-13	Monterrey ASC		Ojeda Garcia	Jesus
126	6-Feb-13	Monterrey ASC		Oliva Morales	Isidro
127	6-Feb-13	Monterrey ASC		Ortiz Cervantes	Rosendo
128	6-Feb-13	Monterrey ASC		Pena Aguilar	Jorge
129	6-Feb-13	Monterrey ASC		Pena Armenta	Roberto Antonio
130	6-Feb-13	Monterrey ASC		Pena Contreras	Jose Luis
131	6-Feb-13	Monterrey ASC		Pena Cortes	Crescenciano
132	6-Feb-13	Monterrey ASC		Perdomo Mendoza	Lourdes
133	6-Feb-13	Monterrey ASC		Perez de la Rosa	Alejandro
134	6-Feb-13	Monterrey ASC		Perez Hernandez	Rogelio
135	6-Feb-13	Monterrey ASC		Perez Melgarejo	Edgar
136	6-Feb-13	Monterrey ASC		Quijano Juarez	Lazaro
137	6-Feb-13	Monterrey ASC		Quijano Ojeda	Bonifacio
138	6-Feb-13	Monterrey ASC		Quirino Ruiz	Ricardo Anibal
139	6-Feb-13	Monterrey ASC		Ramos Lopez	Felix
140	6-Feb-13	Monterrey ASC		Roa San Juan	Mariano
141	6-Feb-13	Monterrey ASC		Rodriguez Carballo	Javier
142	6-Feb-13	Monterrey ASC		Rodriguez Mendez	Guadalupe
143	6-Feb-13	Monterrey ASC		Rojas Marcos	Edilberto Santos
144	6-Feb-13	Monterrey ASC		Romero Villa	Patricia
145	6-Feb-13	Monterrey ASC		Ruiz Lopez	Juan
146	6-Feb-13	Monterrey ASC		Salazar Salazar	Isidro
147	6-Feb-13	Monterrey ASC		Salvador Mateo	Primitivo
148	6-Feb-13	Monterrey ASC		Sanchez Fuentes	Ramiro
149	6-Feb-13	Monterrey ASC		Sedano Aburto	Elpidio
150	6-Feb-13	Monterrey ASC		Sedano Aburto	Faustino
151	6-Feb-13	Monterrey ASC		Tejeda Guerrero	Jorge Luis
152	6-Feb-13	Monterrey ASC		Vazquez Alejo	Ascencion
153	6-Feb-13	Monterrey ASC		Vidal Romero	Ernesto
154	11-Feb-13	Nuevo Laredo ASC		Herrera Valenciano	Miguel Angel
155	11-Feb-13	Nuevo Laredo ASC		Martinez Barrera	Victor Javier
156	11-Feb-13	Nuevo Laredo ASC		Ortega Romo	Jose Ivan
157	11-Feb-13	Nuevo Laredo ASC		Santiago Hernandez	Valentino
158	11-Feb-13	Nuevo Laredo ASC		Severo Lopez	Raul
159	11-Feb-13	Nuevo Laredo ASC		Trejo Barrios	Moises Fernando
160	19-Feb-13	Monterrey ASC		Cardena Valentin	Veronico
161	19-Feb-13	Monterrey ASC		Contreras Enriquez	Jose Antonio
162	19-Feb-13	Monterrey ASC		Hernandez Machuca	Javier
163	20-Feb-13	Nuevo Laredo ASC		Agustin Mota	Juan Carlos
164	20-Feb-13	Nuevo Laredo ASC		Lechero Sanchez	Ubaldo
165	20-Feb-13	Monterrey ASC		Rivas Garcia	Jorge Manuel
166	5-Mar-13	Nuevo Laredo ASC		Alvarado Ponce	Miguel Angel
167	5-Mar-13	Nuevo Laredo ASC		Alvarez Miranda	Ivan Baldemar
168	5-Mar-13	Nuevo Laredo ASC		Aparicio Nepomuceno	Francisco
169	5-Mar-13	Nuevo Laredo ASC		Bello Apodaca	Rafael
170	5-Mar-13	Nuevo Laredo ASC		Cabanas Gonzalez	Ivan
171	5-Mar-13	Nuevo Laredo ASC		Carreon Castillo	Noe Aldheir
172	5-Mar-13	Nuevo Laredo ASC		Catalina Juarez	Roberto
173	5-Mar-13	Nuevo Laredo ASC		Flores Romano	Efrain Jonathan
174	5-Mar-13	Nuevo Laredo ASC		Galan Pereda	Guadalupe
175	5-Mar-13	Nuevo Laredo ASC		Garcia Andrade	Juan
176	5-Mar-13	Nuevo Laredo ASC		Hernandez Sierra	Antonio
177	5-Mar-13	Nuevo Laredo ASC		Marin Alarcon	Claudio
178	5-Mar-13	Nuevo Laredo ASC		Mauricio de la Cruz	Casimiro
179	5-Mar-13	Nuevo Laredo ASC		Morgado Diaz	David
180	5-Mar-13	Nuevo Laredo ASC		Ortiz Libreros	Jose Luis
181	5-Mar-13	Nuevo Laredo ASC		Pazos Sainz	Diego Emilio
182	5-Mar-13	Nuevo Laredo ASC		Pena Rosas	Juan Pablo
183	5-Mar-13	Nuevo Laredo ASC		SANCHEZ ANDRADE	JUAN CARLOS
184	5-Mar-13	Nuevo Laredo ASC		Vazquez Herrera	Jaime

Confidential
Confidential
Confidential

185	5-Mar-13	Nuevo Laredo ASC	Confidential	Vazquez Luciano	Oscar	Confidential	Confidential
186	6-Mar-13	Nuevo Laredo ASC		Cortes Hernandez	Valentina		
187	6-Mar-13	Nuevo Laredo ASC		Jarquin Diaz	Dario		

Exhibit 25

Withdrawn.

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES

In the Matter of:	*	
ADMINISTRATOR,	*	
WAGE & HOUR DIVISION		**Case No.:** 2018-TNE-00019
Plaintiff	*	
		WHD Reference #: 1689932
v.	*	
BUTLER AMUSEMENTS, INC., and	*	
MICHAEL BRAJEVICH		
Respondents	*	

* * * * * * * * * * * * * * *

RESPONDENTS' TRIAL EXHIBITS No. 26

(Judge Clark)

Exhibit 26

This is a collection of documents that provide the source material for determining the start of the season, working hours, job duties, and pay. The significance of this information is expressed in Respondents' Exhs. 45 and 46.

Insert -> Footer -> Edit Footer -> Insert -> Quick parts -> Field -> File name -> (none) -> Add path to file name -> okay

Duplicate

VOID

(3)

01/28/2013 - 02/03/2013 1 & 2

and 02/11/2013 - 02/11/2013

1/28 - 2/1/13

Butler's Exh. 26, p. 001

PAY: 71.43
DRAWS:
NET: 71.43

NAME: GUSTAVO GAMERO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	1/28/2013	OFF	OFF	0	0
TUESDAY	1/29/2013	OFF	OFF	0	0
WEDNESDAY	1/30/2013	OFF	OFF	0	0
THURSDAY	1/31/2013	OFF	OFF	0	0
FRIDAY	2/1/2013	OFF	OFF	0	0
SATURDAY	2/2/2013	OFF	OFF	0	0
SUNDAY	2/3/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 7

EMPLOYEE SIGNATURE: [redacted] Confidential

PAY: 71
DRAWS: $0.00
NET: 71

NAME: JUAN PAREDES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	1/28/2013	OFF	OFF	0	0
TUESDAY	1/29/2013	OFF	OFF	0	0
WEDNESDAY	1/30/2013	OFF	OFF	0	0
THURSDAY	1/31/2013	OFF	OFF	0	0
FRIDAY	2/1/2013	OFF	OFF	0	0
SATURDAY	2/2/2013	OFF	OFF	0	0
SUNDAY	2/3/2013	9 A.M	5 P.M.	2	6

WORKWEEK HOURS TOTAL: 6

EMPLOYEE SIGNATURE: [redacted] Confidential

PAY: $45.71
DRAWS: $0.00
NET: $45.71

NAME: MARTIN CAELA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	1/28/2013	OFF	OFF	0	0
TUESDAY	1/29/2013	OFF	OFF	0	0
WEDNESDAY	1/30/2013	OFF	OFF	0	0
THURSDAY	1/31/2013	OFF	OFF	0	0
FRIDAY	2/1/2013	OFF	OFF	0	0
SATURDAY	2/2/2013	OFF	OFF	0	0
SUNDAY	2/3/2013	9 A.M	5 P.M.	2	6

WORKWEEK HOURS TOTAL: 6

EMPLOYEE SIGNATURE: [redacted] Confidential

PAY: $45.71
DRAWS: $0.00
NET: $45.71

NAME: GABRIELLE BELLO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	1/28/2013	OFF	OFF	0	0
TUESDAY	1/29/2013	OFF	OFF	0	0
WEDNESDAY	1/30/2013	OFF	OFF	0	0
THURSDAY	1/31/2013	OFF	OFF	0	0
FRIDAY	2/1/2013	OFF	OFF	0	0
SATURDAY	2/2/2013	OFF	OFF	0	0
SUNDAY	2/3/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 6

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $45.71
DRAWS: $0.00
NET: $45.71

NAME: EDUARDO MOTA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	1/28/2013	OFF	OFF	0	0
TUESDAY	1/29/2013	OFF	OFF	0	0
WEDNESDAY	1/30/2013	OFF	OFF	0	0
THURSDAY	1/31/2013	OFF	OFF	0	0
FRIDAY	2/1/2013	OFF	OFF	0	0
SATURDAY	2/2/2013	OFF	OFF	0	0
SUNDAY	2/3/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 6

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $45.71
DRAWS:
NET: $45.71

NAME: ROBERTO SANCHEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	1/28/2013	OFF	OFF	0	0
TUESDAY	1/29/2013	OFF	OFF	0	0
WEDNESDAY	1/30/2013	OFF	OFF	0	0
THURSDAY	1/31/2013	OFF	OFF	0	0
FRIDAY	2/1/2013	OFF	OFF	0	0
SATURDAY	2/2/2013	OFF	OFF	0	0
SUNDAY	2/3/2013	9 A.M	5 P.M.	2	6

WORKWEEK HOURS TOTAL: 6

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $45.71
DRAWS: $0.00
NET: $45.71

NAME: JULIO GASCA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	1/28/2013	OFF	OFF	0	0
TUESDAY	1/29/2013	OFF	OFF	0	0
WEDNESDAY	1/30/2013	OFF	OFF	0	0
THURSDAY	1/31/2013	OFF	OFF	0	0
FRIDAY	2/1/2013	OFF	OFF	0	0
SATURDAY	2/2/2013	OFF	OFF	0	0
SUNDAY	2/3/2013	9 A.M	5 P.M.	2	6

WORKWEEK HOURS TOTAL: 6

EMPLOYEE SIGNATURE:

PAY: $45.71
DRAWS: $0.00
NET: $45.71

NAME: ARNULFO GARCIA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	1/28/2013	OFF	OFF	0	0
TUESDAY	1/29/2013	OFF	OFF	0	0
WEDNESDAY	1/30/2013	OFF	OFF	0	0
THURSDAY	1/31/2013	OFF	OFF	0	0
FRIDAY	2/1/2013	OFF	OFF	0	0
SATURDAY	2/2/2013	OFF	OFF	0	0
SUNDAY	2/3/2013	9 A.M	5 P.M.	2	6

WORKWEEK HOURS TOTAL: 6

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $45.71
DRAWS: $0.00
NET: $45.71

NAME: HUGO RONQUILLO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	1/28/2013	OFF	OFF	0	0
TUESDAY	1/29/2013	OFF	OFF	0	0
WEDNESDAY	1/30/2013	OFF	OFF	0	0
THURSDAY	1/31/2013	9 A.M	OFF	0	0
FRIDAY	2/1/2013	OFF	OFF	0	0
SATURDAY	2/2/2013	OFF	OFF	0	0
SUNDAY	2/3/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 6

EMPLOYEE SIGNATURE: Confidential [redacted]

Bu[redacted]26, p. 004

PAY: $45.71
DRAWS: $0.00
NET: $45.71

NAME: ALBERTO BENEVIDES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	1/28/2013	OFF	OFF	0	0
TUESDAY	1/29/2013	OFF	OFF	0	0
WEDNESDAY	1/30/2013	OFF	OFF	0	0
THURSDAY	1/31/2013	OFF	OFF	0	0
FRIDAY	2/1/2013	OFF	OFF	0	0
SATURDAY	2/2/2013	OFF	OFF	0	0
SUNDAY	2/3/2013	9 A.M	5 P.M.	2	6

WORKWEEK HOURS TOTAL: 6

Confidential

EMPLOYEE SIGNATURE:

PAY: 71
DRAWS:
NET: 71

NAME: DANIEL ANDRADE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	1/28/2013	OFF	OFF	0	0
TUESDAY	1/29/2013	OFF	OFF	0	0
WEDNESDAY	1/30/2013	OFF	OFF	0	0
THURSDAY	1/31/2013	OFF	OFF	0	0
FRIDAY	2/1/2013	OFF	OFF	0	0
SATURDAY	2/2/2013	OFF	OFF	0	0
SUNDAY	2/3/2013	9 A.M	5 P.M.	2	6

WORKWEEK HOURS TOTAL: 6

Confidential

EMPLOYEE SIGNATURE:

PAY: 71.43
DRAWS:
NET: 71.43

NAME: SERGIO GUZMAN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	1/28/2013	OFF	OFF	0	0
TUESDAY	1/29/2013	OFF	OFF	0	0
WEDNESDAY	1/30/2013	OFF	OFF	0	0
THURSDAY	1/31/2013	OFF	OFF	0	0
FRIDAY	2/1/2013	OFF	OFF	0	0
SATURDAY	2/2/2013	OFF	OFF	-2	2
SUNDAY	2/3/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 8

Confidential

EMPLOYEE SIGNATURE:

PAY: $58.57
AWS: $0.00
NET: $58.57

NAME: REGGIE ROSS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	1/28/2013	OFF	OFF	0	0
TUESDAY	1/29/2013	OFF	OFF	0	0
WEDNESDAY	1/30/2013	OFF	OFF	0	0
THURSDAY	1/31/2013	OFF	OFF	0	0
FRIDAY	2/1/2013	OFF	OFF	0	0
SATURDAY	2/2/2013	OFF	OFF	0	0
SUNDAY	2/3/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 6

EMPLOYEE SIGNATURE:

Confidential

PAY: $45.71
DRAWS:
NET: $45.71

NAME: JULIEN ARMENTA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	1/28/2013	OFF	OFF	0	0
TUESDAY	1/29/2013	OFF	OFF	0	0
WEDNESDAY	1/30/2013	OFF	OFF	0	0
THURSDAY	1/31/2013	OFF	OFF	0	0
FRIDAY	2/1/2013	OFF	OFF	0	0
SATURDAY	2/2/2013	OFF	OFF	0	0
SUNDAY	2/3/2013	9 A.M	5 P.M.	2	6

WORKWEEK HOURS TOTAL: 6

EMPLOYEE SIGNATURE:

Confidential

PAY: $45.71
DRAWS: $0.00
NET: $45.71

NAME: GERMAN ALARCON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	1/28/2013	OFF	OFF	0	0
TUESDAY	1/29/2013	OFF	OFF	0	0
WEDNESDAY	1/30/2013	OFF	OFF	0	0
THURSDAY	1/31/2013	OFF	OFF	0	0
FRIDAY	2/1/2013	OFF	OFF	0	0
SATURDAY	2/2/2013	OFF	OFF	0	0
SUNDAY	2/3/2013	9 A.M	5 P.M.	2	6

WORKWEEK HOURS TOTAL: 6

EMPLOYEE SIGNATURE:

Confidential

PAY: $3[illegible]0
DRAWS: $40.00
NET: $310.00

NAME: FRANK MOBLEY

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	1/28/2013	9 A.M.	5 P.M.	2	6
TUESDAY	1/29/2013	9 A.M.	5 P.M.	4	4
WEDNESDAY	1/30/2013	9 A.M.	5 P.M.	2	6
THURSDAY	1/31/2013	9 A.M.	5 P.M.	2	6
FRIDAY	2/1/2013	9 A.M.	5 P.M.	4	4
SATURDAY	2/2/2013	9 A.M.	5 P.M.	2	6
SUNDAY	2/3/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 38

Confidential

EMPLOYEE SIGNATURE: [redacted]

PAY: $45.71
DRAWS: $0.00
NET: $45.71

NAME: ESTEBAN DELA CRUZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	1/28/2013	OFF	OFF	0	0
TUESDAY	1/29/2013	OFF	OFF	0	0
WEDNESDAY	1/30/2013	OFF	OFF	0	0
THURSDAY	1/31/2013	OFF	OFF	0	0
FRIDAY	2/1/2013	OFF	OFF	0	0
SATURDAY	2/2/2013	OFF	OFF	0	0
SUNDAY	2/3/2013	9 A.M	5 P.M.	2	6

WORKWEEK HOURS TOTAL: 6

Confidential

EMPLOYEE SIGNATURE: [redacted]

PAY: $45.71
DRAWS: $0.00
NET: $45.71

NAME: GERMAN CALDERON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	1/28/2013	OFF	OFF	0	0
TUESDAY	1/29/2013	OFF	OFF	0	0
WEDNESDAY	1/30/2013	OFF	OFF	0	0
THURSDAY	1/31/2013	OFF	OFF	0	0
FRIDAY	2/1/2013	OFF	OFF	0	0
SATURDAY	2/2/2013	OFF	OFF	0	0
SUNDAY	2/3/2013	9 A.M	5 P.M.	2	6

WORKWEEK HOURS TOTAL: 6

Confidential

EMPLOYEE SIGNATURE: [redacted]

PAY: $45.71
DRAWS: $0.00
NET: $45.71

NAME: MARIO CAMPOS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	1/28/2013	OFF	OFF	0	0
TUESDAY	1/29/2013	OFF	OFF	0	0
WEDNESDAY	1/30/2013	OFF	OFF	0	0
THURSDAY	1/31/2013	OFF	OFF	0	0
FRIDAY	2/1/2013	OFF	OFF	0	0
SATURDAY	2/2/2013	OFF	OFF	-1	1
SUNDAY	2/3/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 7

EMPLOYEE SIGNATURE:

Confidential

PAY: $45.71
DRAWS: $0.00
NET: $45.71

NAME: CARLOS ARMENTA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	1/28/2013	OFF	OFF	0	0
TUESDAY	1/29/2013	OFF	OFF	0	0
WEDNESDAY	1/30/2013	OFF	OFF	0	0
THURSDAY	1/31/2013	OFF	OFF	0	0
FRIDAY	2/1/2013	OFF	OFF	0	0
SATURDAY	2/2/2013	OFF	OFF	0	0
SUNDAY	2/3/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 6

EMPLOYEE SIGNATURE:

PAY: $45.71
DRAWS: $0.00
NET: $45.71

NAME: RICARDO HUERTA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	1/28/2013	OFF	OFF	0	0
TUESDAY	1/29/2013	OFF	OFF	0	0
WEDNESDAY	1/30/2013	OFF	OFF	0	0
THURSDAY	1/31/2013	OFF	OFF	0	0
FRIDAY	2/1/2013	OFF	OFF	0	0
SATURDAY	2/2/2013	OFF	OFF	0	0
SUNDAY	2/3/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 6

EMPLOYEE SIGNATURE:

Confidential

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PAY: $45.71
DRAWS:
NET: $45.71

NAME: BENJAMIN CASTRO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	1/28/2013	OFF	OFF	0	0
TUESDAY	1/29/2013	OFF	OFF	0	0
WEDNESDAY	1/30/2013	OFF	OFF	0	0
THURSDAY	1/31/2013	OFF	OFF	0	0
FRIDAY	2/1/2013	OFF	OFF	0	0
SATURDAY	2/2/2013	OFF	OFF	0	0
SUNDAY	2/3/2013	9 A.M	5 P.M.	2	6

WORKWEEK HOURS TOTAL: 6

EMPLOYEE SIGNATURE:

PAY: $45.71
DRAWS: $0.00
NET: $45.71

NAME: RAUL SEDANO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	1/28/2013	OFF	OFF	0	0
TUESDAY	1/29/2013	OFF	OFF	0	0
WEDNESDAY	1/30/2013	OFF	OFF	0	0
THURSDAY	1/31/2013	OFF	OFF	0	0
FRIDAY	2/1/2013	OFF	OFF	0	0
SATURDAY	2/2/2013	OFF	OFF	0	0
SUNDAY	2/3/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: Confidential 6

EMPLOYEE SIGNATURE:

PAY: $45.71
DRAWS: $0.00
NET: $45.71

NAME: JOSE C. SANCHEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOU
MONDAY	1/28/2013	OFF	OFF	0	0
TUESDAY	1/29/2013	OFF	OFF	0	0
WEDNESDAY	1/30/2013	OFF	OFF	0	0
THURSDAY	1/31/2013	OFF	OFF	0	0
FRIDAY	2/1/2013	OFF	OFF	0	0
SATURDAY	2/2/2013	OFF	OFF	0	0
SUNDAY	2/3/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: Confidential 6

EMPLOYEE SIGNATURE:

PAY: 45.71
DRAWS: $0.00
NET: $45.71

NAME: OMAR PEDRO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	1/28/2013	OFF	OFF	0	0
TUESDAY	1/29/2013	OFF	OFF	0	0
WEDNESDAY	1/30/2013	OFF	OFF	0	0
THURSDAY	1/31/2013	OFF	OFF	0	0
FRIDAY	2/1/2013	OFF	OFF	0	0
SATURDAY	2/2/2013	OFF	OFF	0	0
SUNDAY	2/3/2013	9 A.M	5 P.M.	2	6

WORKWEEK HOURS TOTAL: 6

EMPLOYEE SIGNATURE: _____

PAY: $45.71
DRAWS:
NET: $45.71

NAME: JOSE MENDEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	1/28/2013	OFF	OFF	0	0
TUESDAY	1/29/2013	OFF	OFF	0	0
WEDNESDAY	1/30/2013	OFF	OFF	0	0
THURSDAY	1/31/2013	OFF	OFF	0	0
FRIDAY	2/1/2013	OFF	OFF	0	0
SATURDAY	2/2/2013	OFF	OFF	-2	2
SUNDAY	2/3/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 8

EMPLOYEE SIGNATURE: [redacted]

Confidential

PAY: $106.43
DRAWS:
NET: $106.43

NAME: ANTONIO MENDEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	1/28/2013	OFF	OFF	0	0
TUESDAY	1/29/2013	OFF	OFF	0	0
WEDNESDAY	1/30/2013	OFF	OFF	0	0
THURSDAY	1/31/2013	OFF	OFF	0	0
FRIDAY	2/1/2013	OFF	OFF	0	0
SATURDAY	2/2/2013	OFF	OFF	0	0
SUNDAY	2/3/2013	9 A.M	5 P.M.	2	6

WORKWEEK HOURS TOTAL: 6

EMPLOYEE SIGNATURE: [redacted]

Confidential

PAY: $45.71
DRAWS: $0.00
NET: $45.71

NAME: JUAN PUAC

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	1/28/2013	OFF	OFF	0	0
TUESDAY	1/29/2013	OFF	OFF	0	0
WEDNESDAY	1/30/2013	OFF	OFF	0	0
THURSDAY	1/31/2013	OFF	OFF	0	0
FRIDAY	2/1/2013	OFF	OFF	0	0
SATURDAY	2/2/2013	OFF	OFF	0	0
SUNDAY	2/3/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 6

Confidential

EMPLOYEE SIGNATURE:

PAY: $45.71
DRAWS: $0.00
NET: $45.71

NAME: CARLOS RIVERA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	1/28/2013	OFF	OFF	0	0
TUESDAY	1/29/2013	OFF	OFF	0	0
WEDNESDAY	1/30/2013	OFF	OFF	0	0
THURSDAY	1/31/2013	OFF	OFF	0	0
FRIDAY	2/1/2013	OFF	OFF	0	0
SATURDAY	2/2/2013	OFF	OFF	0	0
SUNDAY	2/3/2013	9 A.M	5 P.M.	2	6

WORKWEEK HOURS TOTAL: 6

Confidential

EMPLOYEE SIGNATURE:

PAY: $45.71
DRAWS: $0.00
NET: $45.71

NAME: DAVID HERNANDEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	1/28/2013	OFF	OFF	0	0
TUESDAY	1/29/2013	OFF	OFF	0	0
WEDNESDAY	1/30/2013	OFF	OFF	0	0
THURSDAY	1/31/2013	OFF	OFF	0	0
FRIDAY	2/1/2013	OFF	OFF	0	0
SATURDAY	2/2/2013	OFF	OFF	0	0
SUNDAY	2/3/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 6

Confidential

EMPLOYEE SIGNATURE:

PAY: $45.71
DRAWS: .00
NET: $45.71

NAME: JAMIE HERNANDEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	1/28/2013	OFF	OFF	0	0
TUESDAY	1/29/2013	OFF	OFF	0	0
WEDNESDAY	1/30/2013	OFF	OFF	0	0
THURSDAY	1/31/2013	OFF	OFF	0	0
FRIDAY	2/1/2013	OFF	OFF	0	0
SATURDAY	2/2/2013	OFF	OFF	0	0
SUNDAY	2/3/2013	9 A.M	5 P.M.	2	6

WORKWEEK HOURS TOTAL: 6

Confidential

EMPLOYEE SIGNATURE:

PAY: $45.71
DRAWS: $0.00
NET: $45.71

NAME: CARLOS HERRERA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	1/28/2013	OFF	OFF	0	0
TUESDAY	1/29/2013	OFF	OFF	0	0
WEDNESDAY	1/30/2013	OFF	OFF	0	0
THURSDAY	1/31/2013	OFF	OFF	0	0
FRIDAY	2/1/2013	OFF	OFF	0	0
SATURDAY	2/2/2013	OFF	OFF	-2	2
SUNDAY	2/3/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 8

Confidential

EMPLOYEE SIGNATURE:

PAY: 45.71
DRAWS: -
NET: 45.71

NAME: ANGEL SEPULVEDA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	1/28/2013	OFF	OFF	0	0
TUESDAY	1/29/2013	OFF	OFF	0	0
WEDNESDAY	1/30/2013	OFF	OFF	0	0
THURSDAY	1/31/2013	OFF	OFF	0	0
FRIDAY	2/1/2013	OFF	OFF	0	0
SATURDAY	2/2/2013	OFF	OFF	0	0
SUNDAY	2/3/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 6

EMPLOYEE SIGNATURE:

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PAY: $45
DRAWS: $0.00
NET: $45.71

NAME: FLORENCIO OLIVA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	1/28/2013	OFF	OFF	0	0
TUESDAY	1/29/2013	OFF	OFF	0	0
WEDNESDAY	1/30/2013	OFF	OFF	0	0
THURSDAY	1/31/2013	OFF	OFF	0	0
FRIDAY	2/1/2013	OFF	OFF	0	0
SATURDAY	2/2/2013	OFF	OFF	0	0
SUNDAY	2/3/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 6

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: 45.71
DRAWS:
NET:

NAME: CARLOS PERDOMO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	1/28/2013	OFF	OFF	0	0
TUESDAY	1/29/2013	OFF	OFF	0	0
WEDNESDAY	1/30/2013	OFF	OFF	0	0
THURSDAY	1/31/2013	OFF	OFF	0	0
FRIDAY	2/1/2013	OFF	OFF	0	0
SATURDAY	2/2/2013	OFF	OFF	0	0
SUNDAY	2/3/2013	9 A.M	5 P.M.	2	6

WORKWEEK HOURS TOTAL: 6

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $45.71
DRAWS: $0.00
NET: $45.71

NAME: ROBERTO PENA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	1/28/2013	OFF	OFF	0	0
TUESDAY	1/29/2013	OFF	OFF	0	0
WEDNESDAY	1/30/2013	OFF	OFF	0	0
THURSDAY	1/31/2013	OFF	OFF	0	0
FRIDAY	2/1/2013	OFF	OFF	0	0
SATURDAY	2/2/2013	OFF	OFF	0	0
SUNDAY	2/3/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 6

EMPLOYEE SIGNATURE: Confidential [redacted]

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PAY: $45.71
DRAWS: $0.00
NET: $45.71

NAME: JULIO MARTINEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	1/28/2013	OFF	OFF	0	0
TUESDAY	1/29/2013	OFF	OFF	0	0
WEDNESDAY	1/30/2013	OFF	OFF	0	0
THURSDAY	1/31/2013	OFF	OFF	0	0
FRIDAY	2/1/2013	OFF	OFF	0	0
SATURDAY	2/2/2013	OFF	OFF	0	0
SUNDAY	2/3/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 6

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $45.71
DRAWS: $0.00
NET: $45.71

NAME: EDILBERTO GONZALEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	1/28/2013	OFF	OFF	0	0
TUESDAY	1/29/2013	OFF	OFF	0	0
WEDNESDAY	1/30/2013	OFF	OFF	0	0
THURSDAY	1/31/2013	OFF	OFF	0	0
FRIDAY	2/1/2013	OFF	OFF	0	0
SATURDAY	2/2/2013	OFF	OFF	0	0
SUNDAY	2/3/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 6

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $45.71
DRAWS: $0.00
NET: $45.71

NAME: JESUS MARTINEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	1/28/2013	OFF	OFF	0	0
TUESDAY	1/29/2013	OFF	OFF	0	0
WEDNESDAY	1/30/2013	OFF	OFF	0	0
THURSDAY	1/31/2013	OFF	OFF	0	0
FRIDAY	2/1/2013	OFF	OFF	0	0
SATURDAY	2/2/2013	OFF	OFF	0	0
SUNDAY	2/3/2013	9 A.M	5 P.M.	2	6

WORKWEEK HOURS TOTAL: 6

EMPLOYEE SIGNATURE: Confidential [redacted]

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PAY: $45.71
DRAWS: $0.00
NET: $45.71

NAME: RAUL BAEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	1/28/2013	OFF	OFF	0	0
TUESDAY	1/29/2013	OFF	OFF	0	0
WEDNESDAY	1/30/2013	OFF	OFF	0	0
THURSDAY	1/31/2013	OFF	OFF	0	0
FRIDAY	2/1/2013	OFF	OFF	0	0
SATURDAY	2/2/2013	OFF	OFF	0	0
SUNDAY	2/3/2013	9 A.M	5 P.M.	2	6

WORKWEEK HOURS TOTAL: 6

Confidential

EMPLOYEE SIGNATURE:

PAY: $471.43
DRAWS:
NET: $471.43

NAME: BOBBY MERTEN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	1/28/2013	OFF	OFF	0	0
TUESDAY	1/29/2013	OFF	OFF	0	0
WEDNESDAY	1/30/2013	OFF	OFF	0	0
THURSDAY	1/31/2013	OFF	OFF	0	0
FRIDAY	2/1/2013	OFF	OFF	0	0
SATURDAY	2/2/2013	OFF	OFF	0	0
SUNDAY	2/3/2013	9 A.M	5 P.M.	2	6

WORKWEEK HOURS TOTAL: 6

Confidential

EMPLOYEE SIGNATURE:

PAY: $45.71
DRAWS: $0.00
NET: $45.71

NAME: ROGER HERNANDEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	1/28/2013	OFF	OFF	0	0
TUESDAY	1/29/2013	OFF	OFF	0	0
WEDNESDAY	1/30/2013	OFF	OFF	0	0
THURSDAY	1/31/2013	OFF	OFF	0	0
FRIDAY	2/1/2013	OFF	OFF	0	0
SATURDAY	2/2/2013	OFF	OFF	0	0
SUNDAY	2/3/2013	9 A.M	5 P.M.	2	6

WORKWEEK HOURS TOTAL: 6

Confidential

EMPLOYEE SIGNATURE:

PAY: $45.71
DRAWS:
NET: $45.71

NAME: JOSE GUTIERREZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	1/28/2013	OFF	OFF	0	0
TUESDAY	1/29/2013	OFF	OFF	0	0
WEDNESDAY	1/30/2013	OFF	OFF	0	0
THURSDAY	1/31/2013	OFF	OFF	0	0
FRIDAY	2/1/2013	OFF	OFF	0	0
SATURDAY	2/2/2013	OFF	OFF	0	0
SUNDAY	2/3/2013	9 A.M	5 P.M.	2	6

WORKWEEK HOURS TOTAL: 6

Confidential

EMPLOYEE SIGNATURE:

PAY: $45.71
DRAWS: $0.00
NET: $45.71

NAME: RUTILIO GUZMAN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	1/28/2013	OFF	OFF	0	0
TUESDAY	1/29/2013	OFF	OFF	0	0
WEDNESDAY	1/30/2013	OFF	OFF	0	0
THURSDAY	1/31/2013	OFF	OFF	0	0
FRIDAY	2/1/2013	OFF	OFF	0	0
SATURDAY	2/2/2013	OFF	OFF	0	0
SUNDAY	2/3/2013	9 A.M	5 P.M.	2	6

WORKWEEK HOURS TOTAL: 6

Confidential

EMPLOYEE SIGNATURE:

PAY: 71.43
DRAWS: $0.00
NET: 71.43

NAME: JAVIER GAMERO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	1/28/2013	OFF	OFF	0	0
TUESDAY	1/29/2013	OFF	OFF	0	0
WEDNESDAY	1/30/2013	OFF	OFF	0	0
THURSDAY	1/31/2013	OFF	OFF	0	0
FRIDAY	2/1/2013	OFF	OFF	0	0
SATURDAY	2/2/2013	OFF	OFF	0	0
SUNDAY	2/3/2013	9 A.M	5 P.M.	2	6

WORKWEEK HOURS TOTAL: 6

Confidential

EMPLOYEE SIGNATURE:

PAY: $45.71
DRAWS: $0.00
NET: $45.71

NAME: SCOTT CERVARICH

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	1/28/2013	OFF	OFF	0	0
TUESDAY	1/29/2013	OFF	OFF	0	0
WEDNESDAY	1/30/2013	OFF	OFF	0	0
THURSDAY	1/31/2013	OFF	OFF	0	0
FRIDAY	2/1/2013	OFF	OFF	0	0
SATURDAY	2/2/2013	OFF	OFF	0	0
SUNDAY	2/3/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 6

EMPLOYEE SIGNATURE: Confidential

PAY: $45.71
DRAWS: $0.00
NET: $45.71

NAME: EDGAR RIVERA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	1/28/2013	OFF	OFF	0	0
TUESDAY	1/29/2013	OFF	OFF	0	0
WEDNESDAY	1/30/2013	OFF	OFF	0	0
THURSDAY	1/31/2013	OFF	OFF	0	0
FRIDAY	2/1/2013	OFF	OFF	0	0
SATURDAY	2/2/2013	OFF	OFF	0	0
SUNDAY	2/3/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 6

EMPLOYEE SIGNATURE: Confidential

PAY: $64.29
DRAWS: $0.00
NET: $64.29

NAME: MIKE BROWN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	1/28/2013	OFF	OFF	0	0
TUESDAY	1/29/2013	OFF	OFF	0	0
WEDNESDAY	1/30/2013	OFF	OFF	0	0
THURSDAY	1/31/2013	OFF	OFF	0	0
FRIDAY	2/1/2013	OFF	OFF	0	0
SATURDAY	2/2/2013	OFF	OFF	0	0
SUNDAY	2/3/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 6

EMPLOYEE SIGNATURE: Confidential

PAY: $45.71
DRAWS: $0.00
NET: $45.71

NAME: JOSE PAREDES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	1/28/2013	OFF	OFF	0	0
TUESDAY	1/29/2013	OFF	OFF	0	0
WEDNESDAY	1/30/2013	OFF	OFF	0	0
THURSDAY	1/31/2013	OFF	OFF	0	0
FRIDAY	2/1/2013	OFF	OFF	0	0
SATURDAY	2/2/2013	OFF	OFF	0	0
SUNDAY	2/3/2013	9 A.M	5 P.M.	2	6

WORKWEEK HOURS TOTAL: 6

EMPLOYEE SIGNATURE:

Confidential

PAY: $45.71
DRAWS: $0.00
NET: $45.71

NAME: ARRELIO MARQUEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	1/28/2013	OFF	OFF	0	0
TUESDAY	1/29/2013	OFF	OFF	0	0
WEDNESDAY	1/30/2013	OFF	OFF	0	0
THURSDAY	1/31/2013	OFF	OFF	0	0
FRIDAY	2/1/2013	OFF	OFF	0	0
SATURDAY	2/2/2013	OFF	OFF	0	0
SUNDAY	2/3/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 6

EMPLOYEE SIGNATURE:

Confidential

PAY: $45.71
DRAWS: $0.00
NET: $45.71

NAME: CLEMENTA PENA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	1/28/2013	OFF	OFF	0	0
TUESDAY	1/29/2013	OFF	OFF	0	0
WEDNESDAY	1/30/2013	OFF	OFF	0	0
THURSDAY	1/31/2013	OFF	OFF	0	0
FRIDAY	2/1/2013	OFF	OFF	0	0
SATURDAY	2/2/2013	OFF	OFF	0	0
SUNDAY	2/3/2013	9 A.M	5 P.M.	2	6

WORKWEEK HOURS TOTAL: 6

EMPLOYEE SIGNATURE:

Confidential

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PAY: $45.71
DRAWS: $0.00
NET: $45.71

NAME: ALDO ROANO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	1/28/2013	OFF	OFF	0	0
TUESDAY	1/29/2013	OFF	OFF	0	0
WEDNESDAY	1/30/2013	OFF	OFF	0	0
THURSDAY	1/31/2013	OFF	OFF	0	0
FRIDAY	2/1/2013	OFF	OFF	0	0
SATURDAY	2/2/2013	OFF	OFF	0	0
SUNDAY	2/3/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 6

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $45.71
DRAWS: $0.00
NET: $45.71

NAME: ARMONDO MURRIETA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	1/28/2013	OFF	OFF	0	0
TUESDAY	1/29/2013	OFF	OFF	0	0
WEDNESDAY	1/30/2013	OFF	OFF	0	0
THURSDAY	1/31/2013	OFF	OFF	0	0
FRIDAY	2/1/2013	OFF	OFF	0	0
SATURDAY	2/2/2013	OFF	OFF	0	0
SUNDAY	2/3/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 6

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: 67
DRAWS: $0.00
NET: 67

NAME: DAVID MENDEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	1/28/2013	OFF	OFF	0	0
TUESDAY	1/29/2013	OFF	OFF	0	0
WEDNESDAY	1/30/2013	OFF	OFF	0	0
THURSDAY	1/31/2013	OFF	OFF	0	0
FRIDAY	2/1/2013	OFF	OFF	0	0
SATURDAY	2/2/2013	OFF	OFF	0	0
SUNDAY	2/3/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 6

EMPLOYEE SIGNATURE: Confidential [redacted]

PA: $45.71
DRAWS: $0.00
NET: $45.71

NAME: OMAR ARELLANO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	1/28/2013	OFF	OFF	0	0
TUESDAY	1/29/2013	OFF	OFF	0	0
WEDNESDAY	1/30/2013	OFF	OFF	0	0
THURSDAY	1/31/2013	OFF	OFF	0	0
FRIDAY	2/1/2013	OFF	OFF	0	0
SATURDAY	2/2/2013	OFF	OFF	0	0
SUNDAY	2/3/2013	9 A.M	5 P.M.	2	6

WORKWEEK HOURS TOTAL: 6

EMPLOYEE SIGNATURE: Confidential

PAY: $45.71
DRAWS: $0.00
NET: $45.71

NAME: JAVIER SALVADORE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	1/28/2013	OFF	OFF	0	0
TUESDAY	1/29/2013	OFF	OFF	0	0
WEDNESDAY	1/30/2013	OFF	OFF	0	0
THURSDAY	1/31/2013	OFF	OFF	0	0
FRIDAY	2/1/2013	OFF	OFF	0	0
SATURDAY	2/2/2013	OFF	OFF	0	0
SUNDAY	2/3/2013	9 A.M	5 P.M.	2	6

WORKWEEK HOURS TOTAL: 6

EMPLOYEE SIGNATURE: Confidential

PAY: $45.71
DRAWS: $0.00
NET: $45.71

NAME: FELIPE VILLEGAS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	1/28/2013	OFF	OFF	0	0
TUESDAY	1/29/2013	OFF	OFF	0	0
WEDNESDAY	1/30/2013	OFF	OFF	0	0
THURSDAY	1/31/2013	OFF	OFF	0	0
FRIDAY	2/1/2013	OFF	OFF	0	0
SATURDAY	2/2/2013	OFF	OFF	0	0
SUNDAY	2/3/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 6

EMPLOYEE SIGNATURE: Confidential

Butler's Exh. 26, p. 020

PAY: $45.71
DRAWS: $0.00
NET: $45.71

NAME: AUGUSTINE ESPINOZA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	1/28/2013	OFF	OFF	0	0
TUESDAY	1/29/2013	OFF	OFF	0	0
WEDNESDAY	1/30/2013	OFF	OFF	0	0
THURSDAY	1/31/2013	OFF	OFF	0	0
FRIDAY	2/1/2013	OFF	OFF	0	0
SATURDAY	2/2/2013	OFF	OFF	0	0
SUNDAY	2/3/2013	9 A.M	5 P.M.	2	6

WORKWEEK HOURS TOTAL: 6

Confidential

EMPLOYEE SIGNATURE:

PAY: $45.71
DRAWS: $0.00
NET: $45.71

NAME: FERNANDO SALAS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	1/28/2013	OFF	OFF	0	0
TUESDAY	1/29/2013	OFF	OFF	0	0
WEDNESDAY	1/30/2013	OFF	OFF	0	0
THURSDAY	1/31/2013	OFF	OFF	0	0
FRIDAY	2/1/2013	OFF	OFF	0	0
SATURDAY	2/2/2013	OFF	OFF	0	0
SUNDAY	2/3/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 6

Confidential

EMPLOYEE SIGNATURE:

PAY: $71.43
DRAWS: $0.00
NET: $71.43

NAME: JOSE VENTURA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	1/28/2013	OFF	OFF	0	0
TUESDAY	1/29/2013	OFF	OFF	0	0
WEDNESDAY	1/30/2013	OFF	OFF	0	0
THURSDAY	1/31/2013	OFF	OFF	0	0
FRIDAY	2/1/2013	OFF	OFF	0	0
SATURDAY	2/2/2013	OFF	OFF	0	0
SUNDAY	2/3/2013	9 A.M	5 P.M.	2	6

WORKWEEK HOURS TOTAL: 6

Confidential

EMPLOYEE SIGNATURE:

AR - 1602

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Butler000021

PAY: $45.71
DRAWS: $0.00
NET: $45.71

NAME: ANTONIO RAMIRO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	1/28/2013	OFF	OFF	0	0
TUESDAY	1/29/2013	OFF	OFF	0	0
WEDNESDAY	1/30/2013	OFF	OFF	0	0
THURSDAY	1/31/2013	OFF	OFF	0	0
FRIDAY	2/1/2013	OFF	OFF	0	0
SATURDAY	2/2/2013	OFF	OFF	0	0
SUNDAY	2/3/2013	9 A.M	5 P.M.	2	6

WORKWEEK HOURS TOTAL: 6

EMPLOYEE SIGNATURE:

Confidential

PAY: $45.71
DRAWS: $0.00
NET: $45.71

NAME: ROSALINO GONZALEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	1/28/2013	OFF	OFF	0	0
TUESDAY	1/29/2013	OFF	OFF	0	0
WEDNESDAY	1/30/2013	OFF	OFF	0	0
THURSDAY	1/31/2013	OFF	OFF	0	0
FRIDAY	2/1/2013	OFF	OFF	0	0
SATURDAY	2/2/2013	OFF	OFF	0	0
SUNDAY	2/3/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 6

EMPLOYEE SIGNATURE:

PAY: 71.43 ~~$45.71~~
DRAWS: $0.00
NET: 71.43 ~~$45.71~~

NAME: FERNANDO PREZA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	1/28/2013	OFF	OFF	0	0
TUESDAY	1/29/2013	OFF	OFF	0	0
WEDNESDAY	1/30/2013	OFF	OFF	0	0
THURSDAY	1/31/2013	OFF	OFF	0	0
FRIDAY	2/1/2013	OFF	OFF	0	0
SATURDAY	2/2/2013	OFF	OFF	0	0
SUNDAY	2/3/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 6

EMPLOYEE SIGNATURE:

Confidential

PAY: 45.71
DRAWS:
NET: 45.71

NAME: FERNANDO SALAS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	1/28/2013	OFF	OFF	0	0
TUESDAY	1/29/2013	OFF	OFF	0	0
WEDNESDAY	1/30/2013	OFF	OFF	0	0
THURSDAY	1/31/2013	OFF	OFF	0	0
FRIDAY	2/1/2013	OFF	OFF	0	0
SATURDAY	2/2/2013	OFF	OFF	0	0
SUNDAY	2/3/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 6

EMPLOYEE SIGNATURE: Confidential

PAY: 72.00
DRAWS: $0.00
NET: 72.00

NAME: OMAR LOPEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	1/28/2013	OFF	OFF	0	0
TUESDAY	1/29/2013	OFF	OFF	0	0
WEDNESDAY	1/30/2013	OFF	OFF	0	0
THURSDAY	1/31/2013	OFF	OFF	0	0
FRIDAY	2/1/2013	OFF	OFF	0	0
SATURDAY	2/2/2013	OFF	OFF	0	0
SUNDAY	2/3/2013	9 A.M	5 P.M.	2	6

Confidential

WORKWEEK HOURS TOTAL: 6

EMPLOYEE SIGNATURE:

PAY: $45.71
DRAWS: $0.00
NET: $45.71

NAME: FELIPE RENDON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	1/28/2013	OFF	OFF	0	0
TUESDAY	1/29/2013	OFF	OFF	0	0
WEDNESDAY	1/30/2013	OFF	OFF	0	0
THURSDAY	1/31/2013	OFF	OFF	0	0
FRIDAY	2/1/2013	OFF	OFF	0	0
SATURDAY	2/2/2013	OFF	OFF	0	0
SUNDAY	2/3/2013	9 A.M	5 P.M.	2	6

WORKWEEK HOURS TOTAL: 6

Confidential

EMPLOYEE SIGNATURE:

PAY: $142.86
DRAWS: $0.00
NET: $142.86

NAME: TONY RENARD

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	1/28/2013	OFF	OFF	0	0
TUESDAY	1/29/2013	OFF	OFF	0	0
WEDNESDAY	1/30/2013	OFF	OFF	0	0
THURSDAY	1/31/2013	OFF	OFF	0	0
FRIDAY	2/1/2013	OFF	OFF	0	0
SATURDAY	2/2/2013	OFF	OFF	0	0
SUNDAY	2/3/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 6

Confidential

EMPLOYEE SIGNATURE:

PAY: $45.71
DRAWS: $0.00
NET: $45.71

NAME: JAMES AARON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	1/28/2013	OFF	OFF	0	0
TUESDAY	1/29/2013	OFF	OFF	0	0
WEDNESDAY	1/30/2013	OFF	OFF	0	0
THURSDAY	1/31/2013	OFF	OFF	0	0
FRIDAY	2/1/2013	OFF	OFF	0	0
SATURDAY	2/2/2013	OFF	OFF	0	0
SUNDAY	2/3/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 6

Confidential

EMPLOYEE SIGNATURE:

PAY: $45.71
DRAWS: $0.00
NET: $45.71

NAME: JOSE SALAZAR

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	1/28/2013	OFF	OFF	0	0
TUESDAY	1/29/2013	OFF	OFF	0	0
WEDNESDAY	1/30/2013	OFF	OFF	0	0
THURSDAY	1/31/2013	OFF	OFF	0	0
FRIDAY	2/1/2013	OFF	OFF	0	0
SATURDAY	2/2/2013	OFF	OFF	0	0
SUNDAY	2/3/2013	9 A.M	5 P.M.	2	6

WORKWEEK HOURS TOTAL: 6

Confidential

EMPLOYEE SIGNATURE:

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PAY: $45.71
DRAWS:
NET: $45.71

NAME: GREGORIO HERNANDEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	1/28/2013	OFF	OFF	0	0
TUESDAY	1/29/2013	OFF	OFF	0	0
WEDNESDAY	1/30/2013	OFF	OFF	0	0
THURSDAY	1/31/2013	OFF	OFF	0	0
FRIDAY	2/1/2013	OFF	OFF	0	0
SATURDAY	2/2/2013	OFF	OFF	0	0
SUNDAY	2/3/2013	9 A.M	5 P.M.	2	6

WORKWEEK HOURS TOTAL: 6

Confidential

EMPLOYEE SIGNATURE:

PAY: $45.71
DRAWS: $0.00
NET: $45.71

NAME: ALEX SILVA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	1/28/2013	OFF	OFF	0	0
TUESDAY	1/29/2013	OFF	OFF	0	0
WEDNESDAY	1/30/2013	OFF	OFF	0	0
THURSDAY	1/31/2013	OFF	OFF	0	0
FRIDAY	2/1/2013	OFF	OFF	0	0
SATURDAY	2/2/2013	OFF	OFF	0	0
SUNDAY	2/3/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 6

Confidential

EMPLOYEE SIGNATURE:

PAY: $45.71
DRAWS: $0.00
NET: $45.71

NAME: VINCENTE MARTINEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	1/28/2013	OFF	OFF	0	0
TUESDAY	1/29/2013	OFF	OFF	0	0
WEDNESDAY	1/30/2013	OFF	OFF	0	0
THURSDAY	1/31/2013	OFF	OFF	0	0
FRIDAY	2/1/2013	OFF	OFF	0	0
SATURDAY	2/2/2013	OFF	OFF	0	0
SUNDAY	2/3/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 6

Confidential

EMPLOYEE SIGNATURE:

Playlist

INDIO

2013

01/28/2013 - 02/03/2013

and 02/04/2013 - 02/10/2013

1/28 - 2/10/13

PAY: $745.00
DRAWS: $180.00
NET: $565.00

NAME: ANTONIO MENDEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/4/2013	9 A.M	5 P.M.	2	6
TUESDAY	2/5/2013	9 A.M	5 P.M.	2.5	5.5
WEDNESDAY	2/6/2013	9 A.M	5 P.M.	2	6
THURSDAY	2/7/2013	9 A.M	5 P.M.	2	6
FRIDAY	2/8/2013	9 A.M	5 P.M.	2	6
SATURDAY	2/9/2013	9 A.M	3 P.M.	2	4
SUNDAY	2/10/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 39.5

Confidential

EMPLOYEE SIGNATURE:

PAY: $91.43
DRAWS: $0.00
NET: $60.00

NAME: SERGIO MARTINEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/4/2013	OFF	OFF	0	0
TUESDAY	2/5/2013	OFF	OFF	0	0
WEDNESDAY	2/6/2013	OFF	OFF	0	0
THURSDAY	2/7/2013	OFF	OFF	0	0
FRIDAY	2/8/2013	OFF	[redacted]	[redacted]	[redacted]
SATURDAY	2/9/2013	9 A.M	3 P.M.	2	4
SUNDAY	2/10/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 10

Confidential

EMPLOYEE SIGNATURE:

PAY: $91.43
DRAWS:
NET: $91.43

NAME: JOSE CARMONA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/4/2013	OFF	OFF	0	0
TUESDAY	2/5/2013	OFF	OFF	0	0
WEDNESDAY	2/6/2013	OFF	OFF	0	0
THURSDAY	2/7/2013	OFF	OFF	0	0
FRIDAY	2/8/2013	OFF	OFF	0	0
SATURDAY	2/9/2013	9 A.M	3 P.M.	0	6
SUNDAY	2/10/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 12

Confidential

EMPLOYEE SIGNATURE:

PAY: $91.43
DRAWS: $0.00
NET: $91.43

NAME: ATENDORO MIRANDA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/4/2013	OFF	OFF	0	0
TUESDAY	2/5/2013	OFF	OFF	0	0
WEDNESDAY	2/6/2013	OFF	OFF	0	0
THURSDAY	2/7/2013	OFF	OFF	0	0
FRIDAY	2/8/2013	OFF	OFF	0	0
SATURDAY	2/9/2013	9 A.M	3 P.M.	1.5	4.5
SUNDAY	2/10/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 10.5

EMPLOYEE SIGNATURE: Confidential

PAY: $91.43
DRAWS: $0.00
NET: $91.43

NAME: ROMERO SANCHEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/4/2013	OFF	OFF	0	0
TUESDAY	2/5/2013	OFF	OFF	0	0
WEDNESDAY	2/6/2013	OFF	OFF	0	0
THURSDAY	2/7/2013	OFF	OFF	0	0
FRIDAY	2/8/2013	OFF	OFF	0	0
SATURDAY	2/9/2013	9 A.M	3 P.M.	1	5
SUNDAY	2/10/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 11

EMPLOYEE SIGNATURE: Confidential

PAY: $320.00
DRAWS:
NET: $320.00

NAME: JAMES AARON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/4/2013	OFF	OFF	0	0
TUESDAY	2/5/2013	OFF	OFF	0	0
WEDNESDAY	2/6/2013	OFF	OFF	0	0
THURSDAY	2/7/2013	OFF	OFF	0	0
FRIDAY	2/8/2013	OFF	OFF	0	0
SATURDAY	2/9/2013	9 A.M	3 P.M.	0	6
SUNDAY	2/10/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 12

EMPLOYEE SIGNATURE: Confidential

PAY: $320.00
DRAWS: $0.00
NET: $320.00

NAME: STEVE BINNEBOSE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/4/2013	OFF	OFF	2	6
TUESDAY	2/5/2013	OFF	OFF	3	5
WEDNESDAY	2/6/2013	OFF	OFF	2.5	5.5
THURSDAY	2/7/2013	9 A.M	5 P.M	2	6
FRIDAY	2/8/2013	9 A.M	5 P.M	3	5
SATURDAY	2/9/2013	9 A.M	3 P.M.	2	4
SUNDAY	2/10/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 37.5

EMPLOYEE SIGNATURE: Confidential

PAY: $91.43
DRAWS:
NET: $91.43

NAME: JESUS OJEDA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/4/2013	OFF	OFF	0	0
TUESDAY	2/5/2013	OFF	OFF	0	0
WEDNESDAY	2/6/2013	OFF	OFF	0	0
THURSDAY	2/7/2013	OFF	OFF	0	0
FRIDAY	2/8/2013	OFF	OFF	0	0
SATURDAY	2/9/2013	9 A.M	3 P.M.	0	6
SUNDAY	2/10/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 12

EMPLOYEE SIGNATURE: Confidential

PAY: 500
DRAWS: $80.00
NET: 420

NAME: JUAN PAREDES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/4/2013	9 A.M	5 P.M	2	6
TUESDAY	2/5/2013	9 A.M	5 P.M	3	5
WEDNESDAY	2/6/2013	9 A.M	5 P.M	2.5	5.5
THURSDAY	2/7/2013	9 A.M	5 P.M	2	6
FRIDAY	2/8/2013	9 A.M	5 P.M	3	5
SATURDAY	2/9/2013	9 A.M	3 P.M.	1.5	4.5
SUNDAY	2/10/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 38

EMPLOYEE SIGNATURE: Confidential Butler 26, p. 029

PAY: $320.00
DRAWS: $0.00
NET: $320.00

NAME: MARTIN CAELA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/4/2013	9 A.M	5 P.M.	2	6
TUESDAY	2/5/2013	9 A.M	5 P.M.	2.5	5.5
WEDNESDAY	2/6/2013	9 A.M	5 P.M.	2	6
THURSDAY	2/7/2013	9 A.M	5 P.M.	2	6
FRIDAY	2/8/2013	9 A.M	5 P.M.	2	6
SATURDAY	2/9/2013	9 A.M	3 P.M.	3	3
SUNDAY	2/10/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 38.5

EMPLOYEE SIGNATURE: Confidential

PAY: $91.43
DRAWS: $40.00
NET: $51.43

NAME: ALFONSO ALVARADO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/4/2013	OFF	OFF	0	0
TUESDAY	2/5/2013	OFF	OFF	0	0
WEDNESDAY	2/6/2013	OFF	OFF	0	0
THURSDAY	2/7/2013	OFF	OFF	0	0
FRIDAY	2/8/2013	OFF	OFF	0	0
SATURDAY	2/9/2013	9 A.M	3 P.M.	1.5	4.5
SUNDAY	2/10/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 10.5

EMPLOYEE SIGNATURE: Confidential

PAY: $320.00
DRAWS: $180.00
NET: $140.00

NAME: GABRIELLE BELLO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/4/2013	9 A.M	5 P.M.	2.5	5.5
TUESDAY	2/5/2013	9 A.M	5 P.M.	2.5	5.5
WEDNESDAY	2/6/2013	9 A.M	5 P.M.	3.5	4.5
THURSDAY	2/7/2013	9 A.M	5 P.M.	3	5
FRIDAY	2/8/2013	9 A.M	5 P.M.	1.5	6.5
SATURDAY	2/9/2013	9 A.M	3 P.M.	2	4
SUNDAY	2/10/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 37

EMPLOYEE SIGNATURE: Confidential Butler's E 30

PAY: $320.00
DRAWS: $0.00
NET: $320.00

NAME: ROBERTO SANCHEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/4/2013	9 A.M	5 P.M.	2	6
TUESDAY	2/5/2013	9 A.M	5 P.M.	2.5	5.5
WEDNESDAY	2/6/2013	9 A.M	5 P.M.	2	6
THURSDAY	2/7/2013	9 A.M	5 P.M.	3	5
FRIDAY	2/8/2013	9 A.M	5 P.M.	1	7
SATURDAY	2/9/2013	9 A.M	3 P.M.	3	3
SUNDAY	2/10/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 38.5

EMPLOYEE SIGNATURE: Confidential

PAY: $320.00
DRAWS: $60.00
NET: $260.00

NAME: JULIO GASCA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/4/2013	9 A.M	5 P.M.	2	6
TUESDAY	2/5/2013	9 A.M	5 P.M.	2.5	5.5
WEDNESDAY	2/6/2013	9 A.M	5 P.M.	2	6
THURSDAY	2/7/2013	9 A.M	5 P.M.	2	6
FRIDAY	2/8/2013	9 A.M	5 P.M.	2	6
SATURDAY	2/9/2013	9 A.M	3 P.M.	2	4
SUNDAY	2/10/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 39.5

EMPLOYEE SIGNATURE: Confidential

PAY:
DRAWS:
NET: $51.43

NAME: RICARDO RUIZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/4/2013	OFF	OFF	0	0
TUESDAY	2/5/2013	OFF	OFF	0	0
WEDNESDAY	2/6/2013	OFF	OFF	0	0
THURSDAY	2/7/2013	OFF	OFF	0	0
FRIDAY	2/8/2013	OFF	OFF	0	0
SATURDAY	2/9/2013	9 A.M	3 P.M.	1.5	4.5
SUNDAY	2/10/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 10.5

EMPLOYEE SIGNATURE: Confidential Butler[redacted]. 26, p. 031

AR - 1612

PAY: $320.00
DRAWS: $140.0
NET: $180.

NAME: ARNULFO GARCIA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOU
MONDAY	2/4/2013	9 A.M	5 P.M.	2.5	5.5
TUESDAY	2/5/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	2/6/2013	9 A.M	5 P.M.	2.5	5.5
THURSDAY	2/7/2013	9 A.M	5 P.M.	2	6
FRIDAY	2/8/2013	9 A.M	5 P.M.	2.5	5.5
SATURDAY	2/9/2013	9 A.M	3 P.M.	2	4
SUNDAY	2/10/2013	9 A.M	5 P.M	3	5

WORKWEEK HOURS TOTAL: 38

Confidential

EMPLOYEE SIGNATURE:

PAY: $320.00
DRAWS: $140.00
NET: $180.00

NAME: HUGO RONQUILLO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/4/2013	9 A.M	5 P.M.	2.5	5.5
TUESDAY	2/5/2013	9 A.M	5 P.M.	2.5	5.5
WEDNESDAY	2/6/2013	9 A.M	5 P.M.	2.5	5.5
THURSDAY	2/7/2013	9 A.M	5 P.M.	3	5
FRIDAY	2/8/2013	9 A.M	5 P.M.	1.5	6.5
SATURDAY	2/9/2013	9 A.M	3 P.M.	2	4
SUNDAY	2/10/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 38

Confidential

EMPLOYEE SIGNATURE:

PAY: $320.00
DRAWS: $140.00
NET: $180.00

NAME: ALBERTO BENEVIDES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/4/2013	9 A.M	5 P.M.	2	6
TUESDAY	2/5/2013	9 A.M	5 P.M.	2.5	5.5
WEDNESDAY	2/6/2013	9 A.M	5 P.M.	2	6
THURSDAY	2/7/2013	9 A.M	5 P.M.	3	5
FRIDAY	2/8/2013	9 A.M	5 P.M.	1	7
SATURDAY	2/9/2013	9 A.M	3 P.M.	3	3
SUNDAY	2/10/2013	9 A.M	5 P.M	3	5

WORKWEEK HOURS TOTAL: 37.5

Confidential

EMPLOYEE SIGNATURE:

Butler[redacted]26, p. 032

PAY: $320.00
DRAWS: $0.00
NET: $320.00

NAME: ANGEL LOPEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/4/2013	9 A.M	5 P.M.	2.5	5.5
TUESDAY	2/5/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	2/6/2013	9 A.M	5 P.M.	3.5	4.5
THURSDAY	2/7/2013	9 A.M	5 P.M.	2	6
FRIDAY	2/8/2013	9 A.M	5 P.M.	1.5	6.5
SATURDAY	2/9/2013	9 A.M	3 P.M.	3	3
SUNDAY	2/10/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 38

EMPLOYEE SIGNATURE: Confidential

Confidential

PAY: $91.43
DRAWS: $0.00
NET: $91.43

NAME: JERONIMO GUZMAN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/4/2013	OFF	OFF	0	0
TUESDAY	2/5/2013	OFF	OFF	0	0
WEDNESDAY	2/6/2013	OFF	OFF	0	0
THURSDAY	2/7/2013	OFF	OFF	0	0
FRIDAY	2/8/2013	OFF	OFF	0	0
SATURDAY	2/9/2013	9 A.M	3 P.M.	1.5	4.5
SUNDAY	2/10/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 10.5

EMPLOYEE SIGNATURE:

PAY: $320.00
DRAWS: $140.00
NET: $180.00

NAME: GERMAN ALARCON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/4/2013	9 A.M	5 P.M.	2	6
TUESDAY	2/5/2013	9 A.M	5 P.M.	2.5	5.5
WEDNESDAY	2/6/2013	9 A.M	5 P.M.	2	6
THURSDAY	2/7/2013	9 A.M	5 P.M.	4	4
FRIDAY	2/8/2013	9 A.M	5 P.M.	2	6
SATURDAY	2/9/2013	9 A.M	3 P.M.	3	3
SUNDAY	2/10/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 36.5

EMPLOYEE SIGNATURE: Confidential

Butler's Exh. 26, p. 033

PAY: $2,000.00

DRAWS:

NET: $2,000.00

NAME: MANUEL MARTINEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/4/2013	OFF	OFF	2	6
TUESDAY	2/5/2013	OFF	OFF	3	5
WEDNESDAY	2/6/2013	OFF	OFF	2.5	5.5
THURSDAY	2/7/2013	9 A.M	5 P.M	2	6
FRIDAY	2/8/2013	9 A.M	5 P.M	3	5
SATURDAY	2/9/2013	9 A.M	3 P.M.	2	4
SUNDAY	2/10/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 37.5

EMPLOYEE SIGNATURE: Confidential

PAY: $320.00

DRAWS: $120.00

NET: $200.00

NAME: JULIEN ARMENTA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/4/2013	9 A.M	5 P.M.	2	6
TUESDAY	2/5/2013	9 A.M	5 P.M.	2.5	5.5
WEDNESDAY	2/6/2013	9 A.M	5 P.M.	2	6
THURSDAY	2/7/2013	9 A.M	5 P.M.	2	6
FRIDAY	2/8/2013	9 A.M	5 P.M.	2	6
SATURDAY	2/9/2013	9 A.M	3 P.M.	4	2
SUNDAY	2/10/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 37.5

EMPLOYEE SIGNATURE: Confidential

PAY: $415.00

DRAWS: $220.00

NET: $195.00

NAME: REGGIE ROSS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/4/2013	9 A.M	5 P.M	2	6
TUESDAY	2/5/2013	9 A.M	5 P.M	2	6
WEDNESDAY	2/6/2013	9 A.M	5 P.M	2	6
THURSDAY	2/7/2013	9 A.M	5 P.M	2.5	5.5
FRIDAY	2/8/2013	9 A.M	5 P.M	2	6
SATURDAY	2/9/2013	9 A.M	3 P.M.	2	4
SUNDAY	2/10/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 39.5

EMPLOYEE SIGNATURE: Confidential Butler

Confidential

PAY: $650.00
DRAWS: $200.00
NET:

NAME: BENNY HILL

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/4/2013	9 A.M	5 P.M.	2	6
TUESDAY	2/5/2013	9 A.M	5 P.M.	2.5	5.5
WEDNESDAY	2/6/2013	9 A.M	5 P.M.	2	6
THURSDAY	2/7/2013	9 A.M	5 P.M.	2	6
FRIDAY	2/8/2013	9 A.M	5 P.M.	2	6
SATURDAY	2/9/2013	9 A.M	3 P.M.	2	4
SUNDAY	2/10/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 39.5

EMPLOYEE SIGNATURE: Confidential

PAY: $182.86
DRAWS: $80.00
NET: $102.86

NAME: JACOB GARCZYNSKI

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/4/2013	OFF	OFF	0	0
TUESDAY	2/5/2013	OFF	OFF	0	0
WEDNESDAY	2/6/2013	OFF	OFF	0	0
THURSDAY	2/7/2013	9 A.M	5 P.M	2	6
FRIDAY	2/8/2013	9 A.M	5 P.M	3	5
SATURDAY	2/9/2013	9 A.M	3 P.M.	1.5	4.5
SUNDAY	2/10/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 21.5

EMPLOYEE SIGNATURE: Confidential

PAY: $91.43
DRAWS: $0.00
NET: $91.43

NAME: FELIX RAMOS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/4/2013	OFF	OFF	0	0
TUESDAY	2/5/2013	OFF	OFF	0	0
WEDNESDAY	2/6/2013	OFF	OFF	0	0
THURSDAY	2/7/2013	OFF	OFF	0	0
FRIDAY	2/8/2013	OFF	OFF	0	0
SATURDAY	2/9/2013	9 A.M	3 P.M.	1.5	4.5
SUNDAY	2/10/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 10.5

EMPLOYEE SIGNATURE: Confidential

PAY: $91.43
DRAWS: $0.00
NET: $91.43

NAME: CRESENCIANO PENA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/4/2013	OFF	OFF	0	0
TUESDAY	2/5/2013	OFF	OFF	0	0
WEDNESDAY	2/6/2013	OFF	OFF	0	0
THURSDAY	2/7/2013	OFF	OFF	0	0
FRIDAY	2/8/2013	OFF	OFF	0	0
SATURDAY	2/9/2013	9 A.M	3 P.M.	1.5	4.5
SUNDAY	2/10/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 10.5

EMPLOYEE SIGNATURE: Confidential

PAY: $91.43
DRAWS: $0.00
NET: $91.43

NAME: BONAFACIO QUIJANO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/4/2013	OFF	OFF	0	0
TUESDAY	2/5/2013	OFF	OFF	0	0
WEDNESDAY	2/6/2013	OFF	OFF	0	0
THURSDAY	2/7/2013	OFF	OFF	0	0
FRIDAY	2/8/2013	OFF	OFF	0	0
SATURDAY	2/9/2013	9 A.M	3 P.M.	1.5	4.5
SUNDAY	2/10/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 10.5

EMPLOYEE SIGNATURE: Confidential

PAY: $320.00
DRAWS: $80.00
NET: $240.00

NAME: MARIO CAMPOS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/4/2013	9 A.M	5 P.M.	2.5	5.5
TUESDAY	2/5/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	2/6/2013	9 A.M	5 P.M.	2.5	5.5
THURSDAY	2/7/2013	9 A.M	5 P.M.	2	6
FRIDAY	2/8/2013	9 A.M	5 P.M.	1.5	6.5
SATURDAY	2/9/2013	9 A.M	3 P.M.	2	4
SUNDAY	2/10/2013	9 A.M	5 P.M	3	5

WORKWEEK HOURS TOTAL: 39

EMPLOYEE SIGNATURE: Confidential

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PAY: $320.00
DRAWS: $0.00
NET: $320.00

NAME: JOSE C. SANCHEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/4/2013	9 A.M	5 P.M.	2.5	5.5
TUESDAY	2/5/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	2/6/2013	9 A.M	5 P.M.	2.5	5.5
THURSDAY	2/7/2013	9 A.M	5 P.M.	2	6
FRIDAY	2/8/2013	9 A.M	5 P.M.	1.5	6.5
SATURDAY	2/9/2013	9 A.M	3 P.M.	3	3
SUNDAY	2/10/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 39

EMPLOYEE SIGNATURE: Confidential

PAY: $91.43
DRAWS: $40.00
NET: $51.43

NAME: IRVING PORTILLA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/4/2013	OFF	OFF	0	0
TUESDAY	2/5/2013	OFF	OFF	0	0
WEDNESDAY	2/6/2013	OFF	OFF	0	0
THURSDAY	2/7/2013	OFF	OFF	0	0
FRIDAY	2/8/2013	OFF	OFF	[redacted]	[redacted]
SATURDAY	2/9/2013	9 A.M	3 P.M.	2	4
SUNDAY	2/10/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 10 [redacted]

EMPLOYEE SIGNATURE: Confidential

PAY: $91.43
DRAWS:
NET: $91.43

NAME: ISIDRO MORALES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/4/2013	OFF	OFF	0	0
TUESDAY	2/5/2013	OFF	OFF	0	0
WEDNESDAY	2/6/2013	OFF	OFF	0	0
THURSDAY	2/7/2013	OFF	OFF	0	0
FRIDAY	2/8/2013	OFF	OFF	0	0
SATURDAY	2/9/2013	9 A.M	3 P.M.	0	6
SUNDAY	2/10/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 12

EMPLOYEE SIGNATURE: Confidential Butler's [redacted] 26, p. 037

PAY: $320.00
DRAWS: $60.00
NET: $260.00

NAME: RICARDO HUERTA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/4/2013	9 A.M	5 P.M.	2.5	5.5
TUESDAY	2/5/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	2/6/2013	9 A.M	5 P.M.	2.5	5.5
THURSDAY	2/7/2013	9 A.M	5 P.M.	2	6
FRIDAY	2/8/2013	9 A.M	5 P.M.	1.5	6.5
SATURDAY	2/9/2013	9 A.M	3 P.M.	3	3
SUNDAY	2/10/2013	9 A.M	5 P.M	3	5

WORKWEEK HOURS TOTAL: 38

Confidential

EMPLOYEE SIGNATURE:

PAY: $91.43
DRAWS: $0.00
NET: $91.43

NAME: ANDRES ANDRADE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/4/2013	OFF	OFF	0	0
TUESDAY	2/5/2013	OFF	OFF	0	0
WEDNESDAY	2/6/2013	OFF	OFF	0	0
THURSDAY	2/7/2013	OFF	OFF	0	0
FRIDAY	2/8/2013	OFF	OFF	0	0
SATURDAY	2/9/2013	9 A.M	3 P.M.	1.5	4.5
SUNDAY	2/10/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 10.5

Confidential

EMPLOYEE SIGNATURE:

PAY: $500.00
DRAWS: $320.00
NET: $180.00

NAME: FERNANDO PREZA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/4/2013	9 P.M.	5 P.M.	2.5	5.5
TUESDAY	2/5/2013	9 P.M.	5 P.M.	1.5	6.5
WEDNESDAY	2/6/2013	9 P.M.	5 P.M.	2.5	5.5
THURSDAY	2/7/2013	9 P.M.	5 P.M.	2	6
FRIDAY	2/8/2013	9 P.M.	5 P.M.	1.5	6.5
SATURDAY	2/9/2013	9 A.M	3 P.M.	3	3
SUNDAY	2/10/2013	9 A.M	5 P.M	3	5

WORKWEEK HOURS TOTAL: 38

Confidential

EMPLOYEE SIGNATURE:

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Butler000038

PAY: $320.00
DRAWS: $0.00
NET: $320.00

NAME: BENJAMIN CASTRO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/4/2013	9 A.M	5 P.M	3	5
TUESDAY	2/5/2013	9 A.M	5 P.M	2	6
WEDNESDAY	2/6/2013	9 A.M	5 P.M	2	6
THURSDAY	2/7/2013	9 A.M	5 P.M	2.5	5.5
FRIDAY	2/8/2013	9 A.M	5 P.M	2	6
SATURDAY	2/9/2013	9 A.M	3 P.M.	2	4
SUNDAY	2/10/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 38.5

Confidential [redacted]

EMPLOYEE SIGNATURE:

PAY: $91.43
DRAWS: $0.00
NET: $91.43

NAME: ARELLANO AGUILAR

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/4/2013	OFF	OFF	0	0
TUESDAY	2/5/2013	OFF	OFF	0.5	-0.5
WEDNESDAY	2/6/2013	OFF	OFF	0	0
THURSDAY	2/7/2013	OFF	OFF	0	0
FRIDAY	2/8/2013	OFF	OFF	-1	1
SATURDAY	2/9/2013	9 A.M	3 P.M.	2	4
SUNDAY	2/10/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 10.5

Confidential [redacted]

EMPLOYEE SIGNATURE:

PAY: $320.00
DRAWS: $120.00
NET: $200.00

NAME: CARLOS ARMENTA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/4/2013	9 A.M	5 P.M.	2.5	5.5
TUESDAY	2/5/2013	9 A.M	5 P.M.	2.5	5.5
WEDNESDAY	2/6/2013	9 A.M	5 P.M.	2.5	5.5
THURSDAY	2/7/2013	9 A.M	5 P.M.	2	6
FRIDAY	2/8/2013	9 A.M	5 P.M.	1.5	6.5
SATURDAY	2/9/2013	9 A.M	3 P.M.	3	3
SUNDAY	2/10/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 38

Confidential [redacted]

EMPLOYEE SIGNATURE:

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PAY: $91.43
DRAWS: $40.00
NET: $51.43

NAME: JUAN RUIZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/4/2013	OFF	OFF	0	0
TUESDAY	2/5/2013	OFF	OFF	0	0
WEDNESDAY	2/6/2013	OFF	OFF	0	0
THURSDAY	2/7/2013	OFF	OFF	0	0
FRIDAY	2/8/2013	OFF	OFF	0	0
SATURDAY	2/9/2013	9 A.M	3 P.M.	1.5	4.5
SUNDAY	2/10/2013	9 A.M	5 P.M	2	6

WORKWEEK HRS TOTAL: 10.5

EMPLOYEE SIGNATURE: Confidential

PAY: $320.00
DRAWS: $0.00
NET: $320.00

NAME: OMAR PEDRO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/4/2013	9 A.M	5 P.M.	2	6
TUESDAY	2/5/2013	9 A.M	5 P.M.	2.5	5.5
WEDNESDAY	2/6/2013	9 A.M	5 P.M.	2	6
THURSDAY	2/7/2013	9 A.M	5 P.M.	4	4
FRIDAY	2/8/2013	9 A.M	5 P.M.	1	7
SATURDAY	2/9/2013	9 A.M	3 P.M.	3	3
SUNDAY	2/10/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 37.5

EMPLOYEE SIGNATURE: Confidential

PAY: $320.00
DRAWS: $160.00
NET: $160.00

NAME: JOSE MENDEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/4/2013	9 A.M	5 P.M.	2	6
TUESDAY	2/5/2013	9 A.M	5 P.M.	2.5	5.5
WEDNESDAY	2/6/2013	9 A.M	5 P.M.	2	6
THURSDAY	2/7/2013	9 A.M	5 P.M.	3	5
FRIDAY	2/8/2013	9 A.M	5 P.M.	1	7
SATURDAY	2/9/2013	9 A.M	3 P.M.	3	3
SUNDAY	2/10/2013	9 A.M	5 P.M	3	5

WORKWEEK HOURS TOTAL: 37.5

EMPLOYEE SIGNATURE: Confidential

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PAY: $320.00
DRAWS: $0.00
NET: $320.00

NAME: JUAN PUAC

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/4/2013	9 A.M	5 P.M.	2.5	5.5
TUESDAY	2/5/2013	9 A.M	5 P.M.	2.5	5.5
WEDNESDAY	2/6/2013	9 A.M	5 P.M.	1.5	6.5
THURSDAY	2/7/2013	9 A.M	5 P.M.	2	6
FRIDAY	2/8/2013	9 A.M	5 P.M.	1.5	6.5
SATURDAY	2/9/2013	9 A.M	3 P.M.	3	3
SUNDAY	2/10/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 39

EMPLOYEE SIGNATURE: Confidential

PAY: $320.00
DRAWS: $180.00
NET: $140.00

NAME: CARLOS RIVERA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/4/2013	9 A.M	5 P.M.	2.5	5.5
TUESDAY	2/5/2013	9 A.M	5 P.M.	2.5	5.5
WEDNESDAY	2/6/2013	9 A.M	5 P.M.	2.5	5.5
THURSDAY	2/7/2013	9 A.M	5 P.M.	3	5
FRIDAY	2/8/2013	9 A.M	5 P.M.	1.5	6.5
SATURDAY	2/9/2013	9 A.M	3 P.M.	3	3
SUNDAY	2/10/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 37

EMPLOYEE SIGNATURE: Confidential

PAY: $320.00
DRAWS: $180.00
NET: $140.00

NAME: DAVID HERNANDEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/4/2013	9 A.M	5 P.M.	2.5	5.5
TUESDAY	2/5/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	2/6/2013	9 A.M	5 P.M.	2.5	5.5
THURSDAY	2/7/2013	9 A.M	5 P.M.	2	6
FRIDAY	2/8/2013	9 A.M	5 P.M.	1.5	6.5
SATURDAY	2/9/2013	9 A.M	3 P.M.	3	3
SUNDAY	2/10/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 39

EMPLOYEE SIGNATURE: Butler's Confidential p. 041

PAY: $320.00
DRAWS: $80.00
NET: $240.00

NAME: ANGEL SEPULVEDA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/4/2013	OFF	OFF	2	6
TUESDAY	2/5/2013	OFF	OFF	3	5
WEDNESDAY	2/6/2013	OFF	OFF	2.5	5.5
THURSDAY	2/7/2013	9 A.M	5 P.M	2	6
FRIDAY	2/8/2013	9 A.M	5 P.M	3	5
SATURDAY	2/9/2013	9 A.M	3 P.M.	2	4
SUNDAY	2/10/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 37.5

Confidential

EMPLOYEE SIGNATURE:

PAY: $320.00
DRAWS: $100.00
NET: $220.00

NAME: FLORENCIO OLIVA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/4/2013	9 A.M	5 P.M	3	5
TUESDAY	2/5/2013	9 A.M	5 P.M	2	6
WEDNESDAY	2/6/2013	9 A.M	5 P.M	2	6
THURSDAY	2/7/2013	9 A.M	5 P.M	2.5	5.5
FRIDAY	2/8/2013	9 A.M	5 P.M	3	5
SATURDAY	2/9/2013	9 A.M	3 P.M.	2	4
SUNDAY	2/10/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 37.5

Confidential

EMPLOYEE SIGNATURE:

PAY: $320.00
DRAWS: $40.00
NET: $280.00

NAME: CARLOS PERDOMO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/4/2013	OFF	OFF	0	0
TUESDAY	2/5/2013	OFF	OFF	0	0
WEDNESDAY	2/6/2013	OFF	OFF	0	0
THURSDAY	2/7/2013	9 A.M	5 P.M	2	6
FRIDAY	2/8/2013	9 A.M	5 P.M	3	5
SATURDAY	2/9/2013	9 A.M	3 P.M.	1.5	4.5
SUNDAY	2/10/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 21.5

Confidential

EMPLOYEE SIGNATURE:

Butler's Exh. 042

PAY: $91.43
DRAWS: $40.00
NET: $51.43

NAME: MANOLO MUNOZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/4/2013	OFF	OFF	0	0
TUESDAY	2/5/2013	OFF	OFF	0	0
WEDNESDAY	2/6/2013	OFF	OFF	0	0
THURSDAY	2/7/2013	OFF	OFF	0	0
FRIDAY	2/8/2013	OFF	OFF	0	0
SATURDAY	2/9/2013	9 A.M	3 P.M.	1	5
SUNDAY	2/10/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 11

EMPLOYEE SIGNATURE: Confidential

PAY: $91.43
DRAWS: $0.00
NET: $91.43

NAME: ISIDRO SALAZAR

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/4/2013	OFF	OFF	0	0
TUESDAY	2/5/2013	OFF	OFF	0	0
WEDNESDAY	2/6/2013	OFF	OFF	0	0
THURSDAY	2/7/2013	OFF	OFF	0	0
FRIDAY	2/8/2013	OFF	OFF	0	0
SATURDAY	2/9/2013	9 A.M	3 P.M.	2	4
SUNDAY	2/10/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 10

EMPLOYEE SIGNATURE: Confidential

PAY: $320.00
DRAWS: $120.00
NET: $200.00

NAME: ROBERTO PENA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/4/2013	9 A.M	5 P.M	3	5
TUESDAY	2/5/2013	9 A.M	5 P.M	2	6
WEDNESDAY	2/6/2013	9 A.M	5 P.M	2	6
THURSDAY	2/7/2013	9 A.M	5 P.M	1.5	6.5
FRIDAY	2/8/2013	9 A.M	5 P.M	3	5
SATURDAY	2/9/2013	9 A.M	3 P.M.	2	4
SUNDAY	2/10/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 38.5

EMPLOYEE SIGNATURE: Confidential

Butler's Exh. 26, p. 043

PAY: $320.00
DRAWS: $160.00
NET: $160.00

NAME: JULIO MARTINEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/4/2013	9 A.M	5 P.M.	2.5	5.5
TUESDAY	2/5/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	2/6/2013	9 A.M	5 P.M.	2.5	5.5
THURSDAY	2/7/2013	9 A.M	5 P.M.	2	6
FRIDAY	2/8/2013	9 A.M	5 P.M.	1.5	6.5
SATURDAY	2/9/2013	9 A.M	3 P.M.	3	3
SUNDAY	2/10/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 39

EMPLOYEE SIGNATURE: Confidential

PAY: $91.43
DRAWS: $0.00
NET: $91.43

NAME: JOSE HERNANDEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/4/2013	OFF	OFF	0	0
TUESDAY	2/5/2013	OFF	OFF	0	0
WEDNESDAY	2/6/2013	OFF	OFF	0	0
THURSDAY	2/7/2013	OFF	OFF	0	0
FRIDAY	2/8/2013	OFF	OFF	0	0
SATURDAY	2/9/2013	9 A.M	3 P.M.	1.5	4.5
SUNDAY	2/10/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 10.5

EMPLOYEE SIGNATURE: Confidential

PAY: $320.00
DRAWS: $100.00
NET: $220.00

NAME: EDILBERTO GONZALEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/4/2013	9 A.M	5 P.M.	2.5	5.5
TUESDAY	2/5/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	2/6/2013	9 A.M	5 P.M.	2.5	5.5
THURSDAY	2/7/2013	9 A.M	5 P.M.	2	6
FRIDAY	2/8/2013	9 A.M	5 P.M.	1.5	6.5
SATURDAY	2/9/2013	9 A.M	3 P.M.	3	3
SUNDAY	2/10/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 39

EMPLOYEE SIGNATURE: Confidential

Butler's Exh. 26, p. 044

PAY: $91.43
DRAWS: $0.00
NET: $91.43

NAME: PEDRO LAZANO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/4/2013	OFF	OFF	0	0
TUESDAY	2/5/2013	OFF	OFF	0	0
WEDNESDAY	2/6/2013	OFF	OFF	0	0
THURSDAY	2/7/2013	OFF	OFF	0	0
FRIDAY	2/8/2013	OFF	OFF	[redacted]	[redacted]
SATURDAY	2/9/2013	9 A.M	3 P.M.	2	4
SUNDAY	2/10/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: Confidential 10

EMPLOYEE SIGNATURE: [redacted]

PAY: $320.00
DRAWS: $20.00
NET: $300.00

NAME: JESUS MARTINEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/4/2013	9 A.M	5 P.M.	3	5
TUESDAY	2/5/2013	9 A.M	5 P.M.	2.5	5.5
WEDNESDAY	2/6/2013	9 A.M	5 P.M.	2	6
THURSDAY	2/7/2013	9 A.M	5 P.M.	4	4
FRIDAY	2/8/2013	9 A.M	5 P.M.	2	6
SATURDAY	2/9/2013	9 A.M	3 P.M.	3	3
SUNDAY	2/10/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: Confidential 35.5

EMPLOYEE SIGNATURE: [redacted]

PAY: $320.00
DRAWS: $140.00
NET: $180.00

NAME: RAUL BAEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/4/2013	9 A.M	5 P.M.	2	6
TUESDAY	2/5/2013	9 A.M	5 P.M.	2.5	5.5
WEDNESDAY	2/6/2013	9 A.M	5 P.M.	2	6
THURSDAY	2/7/2013	9 A.M	5 P.M.	3	5
FRIDAY	2/8/2013	9 A.M	5 P.M.	1	7
SATURDAY	2/9/2013	9 A.M	3 P.M.	3	3
SUNDAY	2/10/2013	9 A.M	5 P.M	3	5

WORKWEEK HOURS TOTAL: 37.5

EMPLOYEE SIGNATURE: Confidential [redacted]

Butler's Exh. 26, p. 045

PAY: $91.43
DRAWS: $40.00
NET: $51.43

NAME: JESUS GRAJALES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/4/2013	OFF	OFF	0	0
TUESDAY	2/5/2013	OFF	OFF	0	0
WEDNESDAY	2/6/2013	OFF	OFF	0	0
THURSDAY	2/7/2013	OFF	OFF	0	0
FRIDAY	2/8/2013	OFF	OFF	-1	1
SATURDAY	2/9/2013	9 A.M	3 P.M.	2	4
SUNDAY	2/10/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 11

EMPLOYEE SIGNATURE: Confidential

PAY: $2,000.00
DRAWS: $0.00
NET: $2,000.00

NAME: BILLY TRUAX

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/4/2013	9 A.M	5 P.M	3	5
TUESDAY	2/5/2013	9 A.M	5 P.M	2	6
WEDNESDAY	2/6/2013	9 A.M	5 P.M	2	6
THURSDAY	2/7/2013	9 A.M	5 P.M	2.5	5.5
FRIDAY	2/8/2013	9 A.M	5 P.M	2	6
SATURDAY	2/9/2013	9 A.M	3 P.M.	2	4
SUNDAY	2/10/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 38.5

EMPLOYEE SIGNATURE: Confidential

PAY: $1,650.00
DRAWS:
NET: $1,650.00

NAME: BOBBY MERTEN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/4/2013	9 A.M	5 P.M.	2	6
TUESDAY	2/5/2013	9 A.M	5 P.M.	2.5	5.5
WEDNESDAY	2/6/2013	9 A.M	5 P.M.	2	6
THURSDAY	2/7/2013	9 A.M	5 P.M.	2	6
FRIDAY	2/8/2013	9 A.M	5 P.M.	3	5
SATURDAY	2/9/2013	9 A.M	3 P.M.	2	4
SUNDAY	2/10/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 38.5

EMPLOYEE SIGNATURE: Confidential

Butler's Exh. 26, p. 046

PAY: $320.00
DRAWS: $180.00
NET: $140.00

NAME: ROGER HERNANDEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/4/2013	9 A.M	5 P.M.	2	6
TUESDAY	2/5/2013	9 A.M	5 P.M.	2.5	5.5
WEDNESDAY	2/6/2013	9 A.M	5 P.M.	2	6
THURSDAY	2/7/2013	9 A.M	5 P.M.	4	4
FRIDAY	2/8/2013	9 A.M	5 P.M.	2	6
SATURDAY	2/9/2013	9 A.M	3 P.M.	3	3
SUNDAY	2/10/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 36.5

Confidential

EMPLOYEE SIGNATURE:

PAY: $320.00
DRAWS: $160.00
NET: $160.00

NAME: MIKE PITTS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/4/2013	9 A.M	5 P.M.	2.5	5.5
TUESDAY	2/5/2013	9 A.M	5 P.M.	2.5	5.5
WEDNESDAY	2/6/2013	9 A.M	5 P.M.	3.5	4.5
THURSDAY	2/7/2013	9 A.M	5 P.M.	2	6
FRIDAY	2/8/2013	9 A.M	5 P.M.	3	5
SATURDAY	2/9/2013	9 A.M	3 P.M.	2	4
SUNDAY	2/10/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 36.5

Confidential

EMPLOYEE SIGNATURE:

PAY: $320.00
DRAWS: [illegible]0.00
NET: $320.00

NAME: MIKE PITTS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/4/2013	9 P.M.	5 P.M.	2.5	5.5
TUESDAY	2/5/2013	9 P.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/6/2013	9 P.M.	5 P.M.	3.5	4.5
THURSDAY	2/7/2013	9 P.M.	5 P.M.	2	6
FRIDAY	2/8/2013	9 P.M.	5 P.M.	3	5
SATURDAY	2/9/2013	9 A.M	3 P.M.	2	4
SUNDAY	2/10/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 36.5

EMPLOYEE SIGNATURE:

PAY: $91.43
DRAWS: $0.00
NET: $91.43

NAME: IGNACIO CARBALLO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/4/2013	OFF	OFF	0	0
TUESDAY	2/5/2013	OFF	OFF	0	0
WEDNESDAY	2/6/2013	OFF	OFF	0	0
THURSDAY	2/7/2013	OFF	OFF	0	0
FRIDAY	2/8/2013	OFF	OFF	0	0
SATURDAY	2/9/2013	9 A.M	3 P.M.	2	4
SUNDAY	2/10/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 10

EMPLOYEE SIGNATURE: Confidential

PAY: $320.00
DRAWS: $0.00
NET: $320.00

NAME: JOSE GUTIERREZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/4/2013	9 A.M	5 P.M.	2	6
TUESDAY	2/5/2013	9 A.M	5 P.M.	2.5	5.5
WEDNESDAY	2/6/2013	9 A.M	5 P.M.	2	6
THURSDAY	2/7/2013	9 A.M	5 P.M.	2	6
FRIDAY	2/8/2013	9 A.M	5 P.M.	2	6
SATURDAY	2/9/2013	9 A.M	3 P.M.	3	3
SUNDAY	2/10/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 38.5

EMPLOYEE SIGNATURE: Confidential

PAY: $320.00
DRAWS: $180.00
NET: $140.00

NAME: RUTILIO GUZMAN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/4/2013	9 A.M	5 P.M.	2	6
TUESDAY	2/5/2013	9 A.M	5 P.M.	2.5	5.5
WEDNESDAY	2/6/2013	9 A.M	5 P.M.	2	6
THURSDAY	2/7/2013	9 A.M	5 P.M.	3	5
FRIDAY	2/8/2013	9 A.M	5 P.M.	2	6
SATURDAY	2/9/2013	9 A.M	3 P.M.	3	3
SUNDAY	2/10/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 37.5

EMPLOYEE SIGNATURE: Confidential

Butler's [redacted]6, p. 048

PAY: $91.43
DRAWS: $0.00
NET: $91.43

NAME: JAIME MENDOZA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/4/2013	OFF	OFF	0	0
TUESDAY	2/5/2013	OFF	OFF	0	0
WEDNESDAY	2/6/2013	OFF	OFF	0	0
THURSDAY	2/7/2013	OFF	OFF	0	0
FRIDAY	2/8/2013	OFF	OFF	0	0
SATURDAY	2/9/2013	9 A.M	3 P.M.	1.5	4.5
SUNDAY	2/10/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 10.5

EMPLOYEE SIGNATURE: Confidential

PAY: $91.43
DRAWS: $20.00
NET: $71.43

NAME: JAVIER HERNANDEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/4/2013	OFF	OFF	0	0
TUESDAY	2/5/2013	OFF	OFF	0	0
WEDNESDAY	2/6/2013	OFF	OFF	0	0
THURSDAY	2/7/2013	OFF	OFF	0	0
FRIDAY	2/8/2013	OFF	OFF	0	0
SATURDAY	2/9/2013	9 A.M	3 P.M.	1.5	4.5
SUNDAY	2/10/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 10.5

EMPLOYEE SIGNATURE: Confidential

PAY: $91.43
DRAWS: $0.00
NET: $91.43

NAME: ELPIDIO SEDANO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/4/2013	OFF	OFF	0	0
TUESDAY	2/5/2013	OFF	OFF	0	0
WEDNESDAY	2/6/2013	OFF	OFF	0	0
THURSDAY	2/7/2013	OFF	OFF	0	0
FRIDAY	2/8/2013	OFF	OFF	-1	1
SATURDAY	2/9/2013	9 A.M	3 P.M.	2	4
SUNDAY	2/10/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 11

EMPLOYEE SIGNATURE: Confidential

PAY: $457.14
DRAWS: $120.00
NET: $337.14

NAME: SYBERT SLACK

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/4/2013	9 A.M	5 P.M	3	5
TUESDAY	2/5/2013	9 A.M	5 P.M	2.5	5.5
WEDNESDAY	2/6/2013	9 A.M	5 P.M	2	6
THURSDAY	2/7/2013	9 A.M	5 P.M	2.5	5.5
FRIDAY	2/8/2013	9 A.M	5 P.M	2	6
SATURDAY	2/9/2013	9 A.M	3 P.M.	2	4
SUNDAY	2/10/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 38

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $320.00
DRAWS: $180.00
NET: $140.00

NAME: SCOTT CERVARICH

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/4/2013	9 A.M	5 P.M.	2.5	5.5
TUESDAY	2/5/2013	9 A.M	5 P.M.	2.5	5.5
WEDNESDAY	2/6/2013	9 A.M	5 P.M.	2.5	5.5
THURSDAY	2/7/2013	9 A.M	5 P.M.	2	6
FRIDAY	2/8/2013	9 A.M	5 P.M.	1.5	6.5
SATURDAY	2/9/2013	9 A.M	3 P.M.	3	3
SUNDAY	2/10/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 38

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $91.43
DRAWS: $40.00
NET: $51.43

NAME: ROGELIO PEREZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/4/2013	OFF	OFF	0	0
TUESDAY	2/5/2013	OFF	OFF	0	0
WEDNESDAY	2/6/2013	OFF	OFF	0	0
THURSDAY	2/7/2013	OFF	OFF	0	0
FRIDAY	2/8/2013	OFF	OFF	0	0
SATURDAY	2/9/2013	9 A.M	3 P.M.	2	4
SUNDAY	2/10/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 10

EMPLOYEE SIGNATURE: Confidential [redacted]

Butler's Exh. 26, p. 050

PAY: $320.00
DRAWS: $140.00
NET: $180.00

NAME: EDGAR RIVERA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/4/2013	9 A.M	5 P.M.	2	6
TUESDAY	2/5/2013	9 A.M	5 P.M.	2.5	5.5
WEDNESDAY	2/6/2013	9 A.M	5 P.M.	2	6
THURSDAY	2/7/2013	9 A.M	5 P.M.	2	6
FRIDAY	2/8/2013	9 A.M	5 P.M.	2	6
SATURDAY	2/9/2013	9 A.M	3 P.M.	3	3
SUNDAY	2/10/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 38.5

EMPLOYEE SIGNATURE: Confidential

PAY: $450.00
DRAWS: $180.00
NET: $270.00

NAME: MIKE BROWN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/4/2013	9 A.M	5 P.M	3	5
TUESDAY	2/5/2013	9 A.M	5 P.M	2	6
WEDNESDAY	2/6/2013	9 A.M	5 P.M	2	6
THURSDAY	2/7/2013	9 A.M	5 P.M	2.5	5.5
FRIDAY	2/8/2013	9 A.M	5 P.M	2	6
SATURDAY	2/9/2013	9 A.M	3 P.M.	2	4
SUNDAY	2/10/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 38.5

EMPLOYEE SIGNATURE: Confidential

PAY: $320.00
DRAWS: $0.00
NET: $320.00

NAME: JOSE PAREDES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/4/2013	9 A.M	5 P.M.	2	6
TUESDAY	2/5/2013	9 A.M	5 P.M.	2.5	5.5
WEDNESDAY	2/6/2013	9 A.M	5 P.M.	3	5
THURSDAY	2/7/2013	9 A.M	5 P.M.	2	6
FRIDAY	2/8/2013	9 A.M	5 P.M.	2	6
SATURDAY	2/9/2013	9 A.M	3 P.M.	2	4
SUNDAY	2/10/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 38.5

EMPLOYEE SIGNATURE: Confidential

Butler's Exh. 26, p. 051

PAY: $320.00
DRAWS: $60.00
NET: $260.00

NAME: ARELIO MARQUEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/4/2013	9 A.M	5 P.M.	2.5	5.5
TUESDAY	2/5/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	2/6/2013	9 A.M	5 P.M.	2.5	5.5
THURSDAY	2/7/2013	9 A.M	5 P.M.	2	6
FRIDAY	2/8/2013	9 A.M	5 P.M.	1.5	6.5
SATURDAY	2/9/2013	9 A.M	3 P.M.	3	3
SUNDAY	2/10/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 39

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $320.00
DRAWS: $40.00
NET: $280.00

NAME: CLEMENTA PENA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/4/2013	9 A.M	5 P.M	2	6
TUESDAY	2/5/2013	9 A.M	5 P.M	3	5
WEDNESDAY	2/6/2013	9 A.M	5 P.M	2	6
THURSDAY	2/7/2013	9 A.M	5 P.M	2	6
FRIDAY	2/8/2013	9 A.M	5 P.M	3	5
SATURDAY	2/9/2013	9 A.M	3 P.M.	1.5	4.5
SUNDAY	2/10/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 38.5

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $1,000.00
DRAWS: $0.00
NET: $1,000.00

NAME: RAUL VILLA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/4/2013	9 A.M	5 P.M	3	5
TUESDAY	2/5/2013	9 A.M	5 P.M	2	6
WEDNESDAY	2/6/2013	9 A.M	5 P.M	2	6
THURSDAY	2/7/2013	9 A.M	5 P.M	2.5	5.5
FRIDAY	2/8/2013	9 A.M	5 P.M	2	6
SATURDAY	2/9/2013	9 A.M	3 P.M.	2	4
SUNDAY	2/10/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 38.5

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $320.00
DRAWS: ~~$60.00~~
NET: $260.00

NAME: JAMIE HERNANDEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/4/2013	9 A.M	5 P.M.	2	6
TUESDAY	2/5/2013	9 A.M	5 P.M.	2.5	5.5
WEDNESDAY	2/6/2013	9 A.M	5 P.M.	3	5
THURSDAY	2/7/2013	9 A.M	5 P.M.	2	6
FRIDAY	2/8/2013	9 A.M	5 P.M.	2	6
SATURDAY	2/9/2013	9 A.M	3 P.M.	2	4
SUNDAY	2/10/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 38.5

Confidential

EMPLOYEE SIGNATURE:

PAY: $91.43
DRAWS: $0.00
NET: $91.43

NAME: ALFONSO GUEVARA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/4/2013	OFF	OFF	0	0
TUESDAY	2/5/2013	OFF	OFF	0	0
WEDNESDAY	2/6/2013	OFF	OFF	0	0
THURSDAY	2/7/2013	OFF	OFF	0	0
FRIDAY	2/8/2013	OFF	OFF	0	0
SATURDAY	2/9/2013	9 A.M	3 P.M.	1.5	4.5
SUNDAY	2/10/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 10.5

Confidential

EMPLOYEE SIGNATURE:

PAY: $91.43
DRAWS: $40.00
NET: $51.43

NAME: DIONISIO DOROTEO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/4/2013	OFF	OFF	0	0
TUESDAY	2/5/2013	OFF	OFF	0	0
WEDNESDAY	2/6/2013	OFF	OFF	0	0
THURSDAY	2/7/2013	OFF	OFF	0	0
FRIDAY	2/8/2013	OFF	OFF	0	0
SATURDAY	2/9/2013	9 A.M	3 P.M.	2	4
SUNDAY	2/10/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 10

Confidential

EMPLOYEE SIGNATURE:

Butler's Exh. 26, p. 053

PAY: $91.43
DRAWS: $0.00
NET: $91.43

NAME: ARMONDO APOLINAR

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/4/2013	OFF	OFF	0	0
TUESDAY	2/5/2013	OFF	OFF	0	0
WEDNESDAY	2/6/2013	OFF	OFF	0	0
THURSDAY	2/7/2013	OFF	OFF	0	0
FRIDAY	2/8/2013	OFF	OFF	-1	1
SATURDAY	2/9/2013	9 A.M	3 P.M.	2	4
SUNDAY	2/10/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 11

Confidential

EMPLOYEE SIGNATURE:

PAY: $320.00
DRAWS: $160.00
NET: $160.00

NAME: ALDO ROANO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/4/2013	9 A.M	5 P.M.	2.5	5.5
TUESDAY	2/5/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	2/6/2013	9 A.M	5 P.M.	2.5	5.5
THURSDAY	2/7/2013	9 A.M	5 P.M.	2	6
FRIDAY	2/8/2013	9 A.M	5 P.M.	1.5	6.5
SATURDAY	2/9/2013	9 A.M	3 P.M.	3	3
SUNDAY	2/10/2013	9 A.M	5 P.M	3	5

WORKWEEK HOURS TOTAL: 38

Confidential

EMPLOYEE SIGNATURE:

PAY: $91.43
DRAWS: $40.00
NET: $51.43

NAME: JOSE LUIS PENA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/4/2013	OFF	OFF	-1	1
TUESDAY	2/5/2013	OFF	OFF	0	0
WEDNESDAY	2/6/2013	OFF	OFF	0	0
THURSDAY	2/7/2013	OFF	OFF	0	0
FRIDAY	2/8/2013	OFF	OFF	-1	1
SATURDAY	2/9/2013	9 A.M	3 P.M.	2	4
SUNDAY	2/10/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 12

Confidential

EMPLOYEE SIGNATURE:

PAY: 475
DRAWS: $160.00
NET: 315

NAME: DAVID MENDEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/4/2013	9 A.M	5 P.M.	2.5	5.5
TUESDAY	2/5/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	2/6/2013	9 A.M	5 P.M.	2.5	5.5
THURSDAY	2/7/2013	9 A.M	5 P.M.	2	6
FRIDAY	2/8/2013	9 A.M	5 P.M.	1.5	6.5
SATURDAY	2/9/2013	9 A.M	3 P.M.	3	3
SUNDAY	2/10/2013	9 A.M	5 P.M	3	5

WORKWEEK HOURS TOTAL: 38

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $91.43
DRAWS: $0.00
NET: $91.43

NAME: LUIS GRACIA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/4/2013	OFF	OFF	0	0
TUESDAY	2/5/2013	OFF	OFF	0	0
WEDNESDAY	2/6/2013	OFF	OFF	0	0
THURSDAY	2/7/2013	OFF	OFF	0	0
FRIDAY	2/8/2013	OFF	OFF	0	0
SATURDAY	2/9/2013	9 A.M	3 P.M.	1.5	4.5
SUNDAY	2/10/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 10.5

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $320.00
DRAWS: $0.00
NET: $320.00

NAME: ARMONDO MURRIETA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/4/2013	9 A.M	5 P.M	3	5
TUESDAY	2/5/2013	9 A.M	5 P.M	2	6
WEDNESDAY	2/6/2013	9 A.M	5 P.M	2	6
THURSDAY	2/7/2013	9 A.M	5 P.M	2.5	5.5
FRIDAY	2/8/2013	9 A.M	5 P.M	2	5
SATURDAY	2/9/2013	9 A.M	3 P.M.	2	4
SUNDAY	2/10/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 37.5

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $320.00
DRAWS: $160.00
NET: $160.00

NAME: JAVIER SALVADORE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/4/2013	9 A.M	5 P.M	2	6
TUESDAY	2/5/2013	9 A.M	5 P.M	3	5
WEDNESDAY	2/6/2013	9 A.M	5 P.M	2.5	5.5
THURSDAY	2/7/2013	9 A.M	5 P.M	2	6
FRIDAY	2/8/2013	9 A.M	5 P.M	3	5
SATURDAY	2/9/2013	9 A.M	3 P.M.	2	4
SUNDAY	2/10/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 37.5

Confidential

EMPLOYEE SIGNATURE:

PAY: $160.00
DRAWS:
NET: $160.00

NAME: MARTHA VARGAS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/4/2013	OFF	OFF	0	0
TUESDAY	2/5/2013	OFF	OFF	0	0
WEDNESDAY	2/6/2013	OFF	OFF	0	0
THURSDAY	2/7/2013	OFF	OFF	0	0
FRIDAY	2/8/2013	OFF	OFF	0	0
SATURDAY	2/9/2013	9 A.M	3 P.M.	1	5
SUNDAY	2/10/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 11

Confidential

EMPLOYEE SIGNATURE:

PAY: $320.00
DRAWS: $0.00
NET: $320.00

NAME: FELIPE VILLEGAS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/4/2013	9 A.M	5 P.M.	2.5	5.5
TUESDAY	2/5/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	2/6/2013	9 A.M	5 P.M.	2.5	5.5
THURSDAY	2/7/2013	9 A.M	5 P.M.	2	6
FRIDAY	2/8/2013	9 A.M	5 P.M.	1.5	6.5
SATURDAY	2/9/2013	9 A.M	3 P.M.	3	3
SUNDAY	2/10/2013	9 A.M	5 P.M.	3	5

WORKWEEK HOURS TOTAL: 38

Confidential

EMPLOYEE SIGNATURE:

Butler's Ex. No. 26, p. 056

Butler000056

PAY: $92.86
DRAWS: $0.00
NET: $92.86

NAME: ANTONIO ARMENTA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOUR
MONDAY	2/4/2013	OFF	OFF	0	0
TUESDAY	2/5/2013	OFF	OFF	0	0
WEDNESDAY	2/6/2013	OFF	OFF	0	0
THURSDAY	2/7/2013	OFF	OFF	0	0
FRIDAY	2/8/2013	OFF	OFF	0	0
SATURDAY	2/9/2013	9 A.M	3 P.M.	1	5
SUNDAY	2/10/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 11

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $320.00
DRAWS: $160.00
NET: $160.00

NAME: AUGUSTINE ESPINOZA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/4/2013	9 A.M	5 P.M.	2	6
TUESDAY	2/5/2013	9 A.M	5 P.M.	2.5	5.5
WEDNESDAY	2/6/2013	9 A.M	5 P.M.	2	6
THURSDAY	2/7/2013	9 A.M	5 P.M.	3	5
FRIDAY	2/8/2013	9 A.M	5 P.M.	2	6
SATURDAY	2/9/2013	9 A.M	3 P.M.	4	2
SUNDAY	2/10/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 36.5

EMPLOYEE SIGNATURE: Confidential [redacted]

0

PAY: $91.43
DRAWS: $0.00
NET: $91.43

NAME: EDGAR PEREZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/4/2013	OFF	OFF	0	0
TUESDAY	2/5/2013	OFF	OFF	0	0
WEDNESDAY	2/6/2013	OFF	OFF	0	0
THURSDAY	2/7/2013	OFF	OFF	0	0
FRIDAY	2/8/2013	OFF	OFF	0	0
SATURDAY	2/9/2013	9 A.M	3 P.M.	1.5	4.5
SUNDAY	2/10/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 10.5

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $91.43
DRAWS: $0.00
NET: $91.43

NAME: ENRIQUE CAMPOS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/4/2013	OFF	OFF	0	0
TUESDAY	2/5/2013	OFF	OFF	0	0
WEDNESDAY	2/6/2013	OFF	OFF	0	0
THURSDAY	2/7/2013	OFF	OFF	0	0
FRIDAY	2/8/2013	OFF	OFF	-1	1
SATURDAY	2/9/2013	9 A.M	3 P.M.	2	4
SUNDAY	2/10/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 11

EMPLOYEE SIGNATURE: Confidential

PAY: $91.43
DRAWS: $40.00
NET: $51.43

NAME: CONSTANTINO LOPEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/4/2013	OFF	OFF	0	0
TUESDAY	2/5/2013	OFF	OFF	0	0
WEDNESDAY	2/6/2013	OFF	OFF	0	0
THURSDAY	2/7/2013	OFF	OFF	-1	1
FRIDAY	2/8/2013	OFF	OFF	0	0
SATURDAY	2/9/2013	9 A.M	3 P.M.	2	4
SUNDAY	2/10/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 11

EMPLOYEE SIGNATURE: Confidential

PAY: $320.00
DRAWS: $0.00
NET: $320.00

NAME: ANTONIO RAMIRO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/4/2013	9 A.M	5 P.M	2	6
TUESDAY	2/5/2013	9 A.M	5 P.M	2	6
WEDNESDAY	2/6/2013	9 A.M	5 P.M	2	6
THURSDAY	2/7/2013	9 A.M	5 P.M	2	6
FRIDAY	2/8/2013	9 A.M	5 P.M	3	5
SATURDAY	2/9/2013	9 A.M	3 P.M.	1.5	4.5
SUNDAY	2/10/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 39.5

EMPLOYEE SIGNATURE: Confidential

Butler's Exh. 26, p. 058

PAY: $320.00
DRAWS: $60.00
NET: $260.00

NAME: ROSALINO GONZALEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/4/2013	9 A.M	5 P.M.	2.5	5.5
TUESDAY	2/5/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	2/6/2013	9 A.M	5 P.M.	2.5	5.5
THURSDAY	2/7/2013	9 A.M	5 P.M.	2	6
FRIDAY	2/8/2013	9 A.M	5 P.M.	1.5	6.5
SATURDAY	2/9/2013	9 A.M	3 P.M.	3	3
SUNDAY	2/10/2013	9 A.M	5 P.M	3	5

WORKWEEK HOURS TOTAL: 38

Confidential

EMPLOYEE SIGNATURE: [redacted]

PAY: $320.00
DRAWS: $60.00
NET: $260.00

NAME: FERNANDO SALAS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/4/2013	9 A.M	5 P.M	3	5
TUESDAY	2/5/2013	9 A.M	5 P.M	2	6
WEDNESDAY	2/6/2013	9 A.M	5 P.M	2	6
THURSDAY	2/7/2013	9 A.M	5 P.M	2.5	5.5
FRIDAY	2/8/2013	9 A.M	5 P.M	2	6
SATURDAY	2/9/2013	9 A.M	3 P.M.	2	4
SUNDAY	2/10/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 38.5

Confidential

EMPLOYEE SIGNATURE: [redacted]

PAY: $91.43
DRAWS: $40.00
NET: $51.43

NAME: GUADALUPE RODRIGUEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/4/2013	OFF	OFF	0	0
TUESDAY	2/5/2013	OFF	OFF	0	0
WEDNESDAY	2/6/2013	OFF	OFF	0	0
THURSDAY	2/7/2013	OFF	OFF	0	0
FRIDAY	2/8/2013	OFF	OFF	0	0
SATURDAY	2/9/2013	9 A.M	3 P.M.	2	4
SUNDAY	2/10/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 10

Confidential

EMPLOYEE SIGNATURE: [redacted]

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PAY: $525.00
DRAWS: $20.00
NET: $505.00

NAME: OMAR LOPEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/4/2013	9 A.M	5 P.M.	2	6
TUESDAY	2/5/2013	9 A.M	5 P.M.	2.5	5.5
WEDNESDAY	2/6/2013	9 A.M	5 P.M.	3	5
THURSDAY	2/7/2013	9 A.M	5 P.M.	2	6
FRIDAY	2/8/2013	9 A.M	5 P.M.	2	6
SATURDAY	2/9/2013	9 A.M	3 P.M.	2	4
SUNDAY	2/10/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 38.5

EMPLOYEE SIGNATURE: Confidential

PAY: $91.43
DRAWS: $0.00
NET: $91.43

NAME: LUIS TEJEDA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/4/2013	OFF	OFF	0	0
TUESDAY	2/5/2013	OFF	OFF	0	0
WEDNESDAY	2/6/2013	OFF	OFF	0	0
THURSDAY	2/7/2013	OFF	OFF	0	0
FRIDAY	2/8/2013	OFF	OFF	-1	1
SATURDAY	2/9/2013	9 A.M	3 P.M.	2	4
SUNDAY	2/10/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 11

EMPLOYEE SIGNATURE: Confidential

PAY: $91.43
DRAWS: $40.00
NET: $51.43

NAME: EDILBERTO SANTOS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/4/2013	OFF	OFF	0	0
TUESDAY	2/5/2013	OFF	OFF	0	0
WEDNESDAY	2/6/2013	OFF	OFF	0	0
THURSDAY	2/7/2013	OFF	OFF	0	0
FRIDAY	2/8/2013	OFF	OFF	0	0
SATURDAY	2/9/2013	9 A.M	3 P.M.	2	4
SUNDAY	2/10/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 10

EMPLOYEE SIGNATURE: Confidential

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Butler000060

PAY: $1,000.00
DRAWS: $0.00
NET: $1,000.00

NAME: TONY RENARD

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/4/2013	9 A.M	5 P.M.	2.5	5.5
TUESDAY	2/5/2013	9 A.M	5 P.M.	2.5	5.5
WEDNESDAY	2/6/2013	9 A.M	5 P.M.	2.5	5.5
THURSDAY	2/7/2013	9 A.M	5 P.M.	3	5
FRIDAY	2/8/2013	9 A.M	5 P.M.	1.5	6.5
SATURDAY	2/9/2013	9 A.M	3 P.M.	2	4
SUNDAY	2/10/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 38

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: JORDAN LOPEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/4/2013	9 A.M	5 P.M	3	5
TUESDAY	2/5/2013	9 A.M	5 P.M	2	6
WEDNESDAY	2/6/2013	9 A.M	5 P.M	2	6
THURSDAY	2/7/2013	9 A.M	5 P.M	2.5	5.5
FRIDAY	2/8/2013	9 A.M	5 P.M	2	6
SATURDAY	2/9/2013	9 A.M	3 P.M.	2	4
SUNDAY	2/10/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 38.5

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $500.00
DRAWS:
NET: $500.00

NAME: SERGIO GUZMAN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/4/2013	9 P.M.	5 P.M.	2	6
TUESDAY	2/5/2013	9 P.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/6/2013	9 P.M.	5 P.M.	2	6
THURSDAY	2/7/2013	9 P.M.	5 P.M.	2	6
FRIDAY	2/8/2013	9 P.M.	5 P.M.	2	6
SATURDAY	2/9/2013	9 A.M	3 P.M.	3	3
SUNDAY	2/10/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 38.5

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $600.00
DRAWS: $0.00
NET: $600.00

NAME: GERALD CORLISS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/4/2013				
TUESDAY	2/5/2013		SEE LOGS		
WEDNESDAY	2/6/2013		FOR HOURS		
THURSDAY	2/7/2013				
FRIDAY	2/8/2013				
SATURDAY	2/9/2013				
SUNDAY	2/10/2013				

WORKWEEK HOURS TOTAL: [redacted] 0

EMPLOYEE SIGNATURE: [redacted]

PAY: $600.00
DRAWS: $0.00
NET: $600.00

NAME: JOSE VENTURA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/4/2013				
TUESDAY	2/5/2013		SEE LOGS		
WEDNESDAY	2/6/2013		FOR HOURS		
THURSDAY	2/7/2013				
FRIDAY	2/8/2013				
SATURDAY	2/9/2013				
SUNDAY	2/10/2013				

WORKWEEK HOURS TOTAL: [redacted] 0

EMPLOYEE SIGNATURE: [redacted]

PAY: $91.43
DRAWS: $40.00
NET: $51.43

NAME: ERNESTO VIDAL

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/4/2013	OFF	OFF	0	0
TUESDAY	2/5/2013	OFF	OFF	0	0
WEDNESDAY	2/6/2013	OFF	OFF	0	0
THURSDAY	2/7/2013	OFF	OFF	0	0
FRIDAY	2/8/2013	OFF	OFF	0	0
SATURDAY	2/9/2013	9 A.M	3 P.M.	1	5
SUNDAY	2/10/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: [redacted] 11

EMPLOYEE SIGNATURE: [redacted]

PAY: $91.43
DRAWS: $0.00
NET: $91.43

NAME: ALEJANDRO PEREZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/4/2013	OFF	OFF	0	0
TUESDAY	2/5/2013	OFF	OFF	0	0
WEDNESDAY	2/6/2013	OFF	OFF	0	0
THURSDAY	2/7/2013	OFF	OFF	0	0
FRIDAY	2/8/2013	OFF	OFF	0	0
SATURDAY	2/9/2013	9 A.M	3 P.M.	0	6
SUNDAY	2/10/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: [redacted] 12

EMPLOYEE SIGNATURE: [redacted]

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PAY: $91.43
DRAWS: $0.00
NET: $91.43

NAME: LAZARO QUIJANO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/4/2013	OFF	OFF	0	0
TUESDAY	2/5/2013	OFF	OFF	0	0
WEDNESDAY	2/6/2013	OFF	OFF	0	0
THURSDAY	2/7/2013	OFF	OFF	0	0
FRIDAY	2/8/2013	OFF	OFF	0	0
SATURDAY	2/9/2013	9 A.M	3 P.M.	1	5
SUNDAY	2/10/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 11

EMPLOYEE SIGNATURE: Confidential

PAY: $600.00
DRAWS: $0.00
NET: $600.00

NAME: JOHN LOPEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/4/2013	9 A.M	5 P.M.	2	6
TUESDAY	2/5/2013	9 A.M	5 P.M.	2.5	5.5
WEDNESDAY	2/6/2013	9 A.M	5 P.M.	2	6
THURSDAY	2/7/2013	9 A.M	5 P.M.	2	6
FRIDAY	2/8/2013	9 A.M	5 P.M.	2	6
SATURDAY	2/9/2013	9 A.M	3 P.M.	2	4
SUNDAY	2/10/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 39.5

EMPLOYEE SIGNATURE: Confidential

PAY: $91.43
DRAWS: $0.00
NET: $91.43

NAME: JOSE CASTRO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/4/2013	OFF	OFF	0	0
TUESDAY	2/5/2013	OFF	OFF	0	0
WEDNESDAY	2/6/2013	OFF	OFF	0	0
THURSDAY	2/7/2013	OFF	OFF	0	0
FRIDAY	2/8/2013	OFF	OFF	0	0
SATURDAY	2/9/2013	9 A.M	3 P.M.	2	4
SUNDAY	2/10/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 10

EMPLOYEE SIGNATURE: Confidential

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PAY: $91.43
DRAWS: $0.00
NET: $91.43

NAME: MARIANO GONZALEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/4/2013	OFF	OFF	0	0
TUESDAY	2/5/2013	OFF	OFF	0	0
WEDNESDAY	2/6/2013	OFF	OFF	0	0
THURSDAY	2/7/2013	OFF	OFF	0	0
FRIDAY	2/8/2013	OFF	OFF	0	0
SATURDAY	2/9/2013	9 A.M	3 P.M.	1	5
SUNDAY	2/10/2013	9 A.M	5 P.M	2	6

WORKWEEK HOURS TOTAL: 11

Confidential

EMPLOYEE SIGNATURE: [redacted]

INDD pamphlet

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302• +
353•05 +
317• +
432• +
104•56 +
208• +
206• +
400• +
203• +
3,0[illegible]6• *

Regular Help
Ticket Seller
payroll
week 1
Kidland

FRIDAY	7	-2.00
SATURDAY	7.50	
SUNDAY	8.50	-1
MONDAY	9.00	-7
TUESDAY	7.00	
WEDNESDAY		
THURSDAY		
FRIDAY		
SATURDAY		
SUNDAY		
TOTALS	39.00	-10.00
GROSS	312.00	
NET	302.00	
INDIO KL WK 1		
EMPLOYEE SIGNATURE		
LEIGHANN		

Confidential

FRIDAY	.5	
SATURDAY	12.50	
SUNDAY	11.00	-125
MONDAY	10.25	T RENT
TUESDAY	10.00	
WEDNESDAY		
THURSDAY		
FRIDAY		
SATURDAY		
SUNDAY		
TOTALS	55.25	-125.00
GROSS	442.00	
NET	317.00	
INDIO KL WK 1		
EMPLOYEE SIGNATURE		
ANGELA		

Confidential

FRIDAY	10.5	-3.00
SATURDAY	11.25	
SUNDAY	10.00	14
ONDAY	11.50	-6
TUESDAY	8.00	-1
WEDNESDAY		
THURSDAY		-125
FRIDAY		T RENT
SATURDAY		
SUNDAY		
TOTALS	51.25	-121.00
GROSS	474.06	
NET	353.06	
INDIO KL WK 1		
EMPLOYEE SIGNATURE		
GUY		

Confidential

Butler's Exh. 26, p. 068

FRIDAY	10.25	
SATURDAY	10.50	
SUNDAY	11.50	
MONDAY	11.50	
TUESDAY	10.25	
WEDNESDAY		
THURSDAY		
FRIDAY		
SATURDAY		
SUNDAY		
TOTALS	54.00	
GROSS	432.00	
NET	432.00	
INDIO KL WK 1		
EMPLOYEE SIGNATURE_		
DEBRA		

Confidential

FRIDAY	11	-26.00
SATURDAY	10.25	19
SUNDAY	11.00	-33
ONDAY	10.00	-15
TUESDAY	10.50	-2
WEDNESDAY		
THURSDAY		
FRIDAY		
SATURDAY		
SUNDAY		
TOTALS	52.75	-57.00
GROSS	461.56	
NET	404.56	
INDIO KL WK 1		
EMPLOYEE SIGNATURE		
SANJUANA		

Confidential

FRIDAY	1[illegible]25	
SATURDAY	10.50	-25
SUNDAY	12.00	
MONDAY	10.00	
TUESDAY	OFF	
WEDNESDAY		
THURSDAY		-125
FRIDAY		T RENT
SATURDAY		
SUNDAY		
TOTALS	44.75	-150.00
GROSS	358.00	
NET	208.00	
INDIO KL WK 1		
EMPLOYEE SIGNATURE_		

Confidential

Confidential

FRIDAY	7	
SATURDAY	11.00	
SUNDAY	8.00	1
.ONDAY	10.00	-3
TUESDAY	OFF	
WEDNESDAY		
THURSDAY		
FRIDAY		
SATURDAY		
SUNDAY		
TOTALS	36.00	-2.00
GROSS	288.00	
NET	286.00	
INDIO KL WK 1		
EMPLOYEE SIGNATURE		
HERIE		

Confidential

FRIDAY	11.5	
SATURDAY	11.50	
SUNDAY	12.00	
MONDAY	10.50	
TUESDAY	11.50	
WEDNESDAY		
THURSDAY		
FRIDAY		
SATURDAY		
SUNDAY		
TOTALS	60.00	
GROSS	480.00	
NET	480.00	
INDIO KL WK 1		
EMPLOYEE SIGNATURE		
JOHN		

FRIDAY	11	
SATURDAY	12.50	-25
SUNDAY	10.00	26
ONDAY	11.50	-50
TUESDAY	9.00	25
WEDNESDAY		-125
THURSDAY		T RENT
FRIDAY		
SATURDAY		
SUNDAY		
TOTALS	54.00	-149.00
GROSS	432.00	
NET	283.00	
INDIO KL WK 1		
EMPLOYEE SIGNATURE		
JESSIE		

Confidential

PAY: $600.00
DRAWS: $0.00
NET: $600.00

NAME: GERALD CORLISS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013				
TUESDAY	2/12/2013	SEE DRIVER LOGS FOR HOURS			
WEDNESDAY	2/13/2013				
THURSDAY	2/14/2013				
FRIDAY	2/15/2013				
SATURDAY	2/16/2013				
SUNDAY	2/17/2013				

WORKWEEK HOURS TOTAL: 0

EMPLOYEE SIGNATURE: Confidential

PAY: $400.0
DRAWS: $40.0
NET: $360.0

NAME: TIM HUCKABA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013				
TUESDAY	2/12/2013	SEE DRIVER LOGS FOR HOURS			
WEDNESDAY	2/13/2013				
THURSDAY	2/14/2013				
FRIDAY	2/15/2013				
SATURDAY	2/16/2013				
SUNDAY	2/17/2013				

WORKWEEK HOURS TOTAL: 0

EMPLOYEE SIGNATURE: Confidential

PAY: $46.00
DRAWS: $0.00
NET: $46.00

NAME: SHAWN MACKESSY

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013				
TUESDAY	2/12/2013				
WEDNESDAY	2/13/2013				
THURSDAY	2/14/2013				
FRIDAY	2/15/2013				
SATURDAY	2/16/2013				
SUNDAY	2/17/2013	9AM	4PM	2	5

WORKWEEK HOURS TOTAL: 5

EMPLOYEE SIGNATURE: Confidential

PAY: 162.50
DRAWS: $35.00
NET: 127.50

NAME: FRANCISCO LOPEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013		OFF		
TUESDAY	2/12/2013		OFF		
WEDNESDAY	2/13/2013		OFF		
THURSDAY	2/14/2013	1PM	5PM	1	3
FRIDAY	2/15/2013	4PM	11PM	2	5
SATURDAY	2/16/2013	4PM	11PM	2	5
SUNDAY	2/17/2013	4PM	11PM	2	5

WORKWEEK HOURS TOTAL: 18

EMPLOYEE SIGNATURE: Confidential

PAY: $93.00
DRAWS: $35.00
NET: $58.00

NAME: GUILLERMINA GONZALEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013		OFF		
TUESDAY	2/12/2013		OFF		
WEDNESDAY	2/13/2013		OFF		
THURSDAY	2/14/2013		OFF		
FRIDAY	2/15/2013		OFF		
SATURDAY	2/16/2013	4PM	11PM	2	5
SUNDAY	2/17/2013	4PM	11PM	2	5

WORKWEEK HOURS TOTAL: 10

EMPLOYEE SIGNATURE: Confidential

PAY: $186.
DRAWS: $75.00
NET: $111.00

NAME: PETER GUTIERREZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013		OFF		
TUESDAY	2/12/2013		OFF		
WEDNESDAY	2/13/2013		OFF		
THURSDAY	2/14/2013	1PM	5PM	1	3
FRIDAY	2/15/2013	4PM	11PM	2	5
SATURDAY	2/16/2013	4PM	11PM	2	5
SUNDAY	2/17/2013	4PM	11PM	2	5

WORKWEEK HOURS TOTAL: 18

EMPLOYEE SIGNATURE: Confidential

PAY: $186.00
DRAWS: $75.00
NET: $111.00

NAME: CALEPH ELDRIDGE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013		OFF		
TUESDAY	2/12/2013		OFF		
WEDNESDAY	2/13/2013		OFF		
THURSDAY	2/14/2013	8AM	1PM	1	4
FRIDAY	2/15/2013	9AM	4PM	2	5
SATURDAY	2/16/2013	9AM	4PM	2	5
SUNDAY	2/17/2013	9AM	4PM	2	5

WORKWEEK HOURS TOTAL: 19

EMPLOYEE SIGNATURE: Confidential

PAY: 162.50
DRAWS: $75.00
NET: 87.50

NAME: MARTHA ESPINOZA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013		OFF		
TUESDAY	2/12/2013		OFF		
WEDNESDAY	2/13/2013		OFF		
THURSDAY	2/14/2013	1PM	5PM	1	3
FRIDAY	2/15/2013	4PM	11PM	2	5
SATURDAY	2/16/2013	4PM	11PM	2	5
SUNDAY	2/17/2013	4PM	11PM	2	5

WORKWEEK HOURS TOTAL: 18

EMPLOYEE SIGNATURE: Confidential

DRAWS: $75.00
NET: $111.00

NAME: RICHARD GUTI EZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013		OFF		
TUESDAY	2/12/2013		OFF		
WEDNESDAY	2/13/2013		OFF		
THURSDAY	2/14/2013	1PM	5PM	1	3
FRIDAY	2/15/2013	4PM	11PM	2	5
SATURDAY	2/16/2013	4PM	11PM	2	5
SUNDAY	2/17/2013	4PM	11PM	2	5

WORKWEEK HOURS TOTAL: 18

EMPLOYEE SIGNATURE:

Confidential

DRAWS: $35.00
NET: $151.00

NAME: VENTURA PEREZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013		OFF		
TUESDAY	2/12/2013		OFF		
WEDNESDAY	2/13/2013		OFF		
THURSDAY	2/14/2013	8AM	1PM	1	4
FRIDAY	2/15/2013	9AM	4PM	2	5
SATURDAY	2/16/2013	9AM	4PM	2	5
SUNDAY	2/17/2013	9AM	4PM	2	5

WORKWEEK HOURS TOTAL: 19

EMPLOYEE SIGNATURE:

Confidential

PAY: $700.00
DRAWS: $300.00
NET: $400.00

NAME: SABRINA BOGHOSSIAN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	12PM	5PM	1	4
TUESDAY	2/12/2013	1PM	5PM	1	3
WEDNESDAY	2/13/2013	12PM	5PM	1	4
THURSDAY	2/14/2013	1PM	5PM	1	3
FRIDAY	2/15/2013	4PM	11PM	2	5
SATURDAY	2/16/2013	4PM	11PM	2	5
SUNDAY	2/17/2013	4PM	11PM	2	5

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE:

Confidential

PAY: $325.00
DRAWS: $220.00
NET: $105.00

NAME: JOHN GEORGE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	12PM	5PM	1	4
TUESDAY	2/12/2013	1PM	5PM	1	3
WEDNESDAY	2/13/2013	12PM	5PM	1	4
THURSDAY	2/14/2013	1PM	5PM	1	3
FRIDAY	2/15/2013	4PM	11PM	2	5
SATURDAY	2/16/2013	4PM	11PM	2	5
SUNDAY	2/17/2013	4PM	11PM	2	5

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE:

Confidential

PAY: $45.71
DRAWS: $0.00
NET: $45.71

NAME: RONNIE BROWN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	1/28/2013	OFF	OFF	0	0
TUESDAY	1/29/2013	OFF	OFF	0	0
WEDNESDAY	1/30/2013	OFF	OFF	0	0
THURSDAY	1/31/2013	OFF	OFF	0	0
FRIDAY	2/1/2013	OFF	OFF	0	0
SATURDAY	2/2/2013	OFF	OFF	0	0
SUNDAY	2/3/2013	9 A.M	5 P.M.	2	6

WORKWEEK HOURS TOTAL: 6

EMPLOYEE SIGNATURE:

Confidential

PAY: $350.00
DRAWS: $210.00
NET: $140.00

NAME: RONNIE BROWN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	12PM	5PM	1	4
TUESDAY	2/12/2013	1PM	5PM	1	3
WEDNESDAY	2/13/2013	12PM	5PM	1	4
THURSDAY	2/14/2013	1PM	5PM	1	3
FRIDAY	2/15/2013	4PM	11PM	2	5
SATURDAY	2/16/2013	4PM	11PM	2	5
SUNDAY	2/17/2013	4PM	11PM	2	5

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE:

Confidential

PAY: $350.00
DRAWS: $220.00
NET: $130.00

NAME: MARK BOOTH

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	8AM	12PM	1	3
TUESDAY	2/12/2013	8AM	1PM	1	4
WEDNESDAY	2/13/2013	8AM	12PM	1	3
THURSDAY	2/14/2013	8AM	1PM	1	4
FRIDAY	2/15/2013	9AM	4PM	2	5
SATURDAY	2/16/2013	9AM	4PM	2	5
SUNDAY	2/17/2013	9AM	4PM	2	5

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE:

Confidential

PAY: $650.00
DRAWS: $0.00
NET: $650.00

NAME: FRANK MOBLEY

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	12PM	5PM	1	4
TUESDAY	2/12/2013	1PM	5PM	1	3
WEDNESDAY	2/13/2013	12PM	5PM	1	4
THURSDAY	2/14/2013	1PM	5PM	1	3
FRIDAY	2/15/2013	4PM	11PM	2	5
SATURDAY	2/16/2013	4PM	11PM	2	5
SUNDAY	2/17/2013	4PM	11PM	2	5

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE: Confidential

PAY: $420.00
DRAWS: $0.00
NET: $420.00

NAME: JAMES AARON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	8AM	12PM	1	3
TUESDAY	2/12/2013	8AM	1PM	1	4
WEDNESDAY	2/13/2013	8AM	12PM	1	3
THURSDAY	2/14/2013	8AM	1PM	1	4
FRIDAY	2/15/2013	9AM	4PM	2	5
SATURDAY	2/16/2013	9AM	4PM	2	5
SUNDAY	2/17/2013	9AM	4PM	2	5

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE: Confidential

PAY: $350.00
DRAWS: $40.00
NET: $310.00

NAME: SERGIO MARTINEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	8AM	12PM	1	3
TUESDAY	2/12/2013	8AM	1PM	1	4
WEDNESDAY	2/13/2013	8AM	12PM	1	3
THURSDAY	2/14/2013	8AM	1PM	1	4
FRIDAY	2/15/2013	9AM	4PM	2	5
SATURDAY	2/16/2013	9AM	4PM	2	5
SUNDAY	2/17/2013	9AM	4PM	2	5

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE: Confidential

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PAY: $325.00
DRAWS: $40.00
NET: $285.00

NAME: RUDY ALEMAN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOU
MONDAY	2/11/2013	12PM	5PM	1	4
TUESDAY	2/12/2013	1PM	5PM	1	3
WEDNESDAY	2/13/2013	12PM	5PM	1	4
THURSDAY	2/14/2013	1PM	5PM	1	3
FRIDAY	2/15/2013	4PM	11PM	2	5
SATURDAY	2/16/2013	4PM	11PM	2	5
SUNDAY	2/17/2013	4PM	11PM	2	5

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $80.00
NET: $245.00

NAME: DANNY LOWER

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	12PM	5PM	1	4
TUESDAY	2/12/2013	1PM	5PM	1	3
WEDNESDAY	2/13/2013	12PM	5PM	1	4
THURSDAY	2/14/2013	1PM	5PM	1	3
FRIDAY	2/15/2013	4PM	11PM	2	5
SATURDAY	2/16/2013	4PM	11PM	2	5
SUNDAY	2/17/2013	4PM	11PM	2	5

WORKWEEK HOURS TOTAL: Confidential 29

EMPLOYEE SIGNATURE:

PAY: $400.00
DRAWS: $130.00
NET: $270.00

NAME: JERRY SOOTER

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	8AM	12PM	1	3
TUESDAY	2/12/2013	8AM	1PM	1	4
WEDNESDAY	2/13/2013	8AM	12PM	1	3
THURSDAY	2/14/2013	8AM	1PM	1	4
FRIDAY	2/15/2013	9AM	4PM	2	5
SATURDAY	2/16/2013	9AM	4PM	2	5
SUNDAY	2/17/2013	9AM	4PM	2	5

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE: Butler's Confidential 079

PAY: $325.00
DRAWS: $80.00
NET: $245.00

NAME: BRIAN LONG

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	8AM	12PM	1	3
TUESDAY	2/12/2013	8AM	1PM	1	4
WEDNESDAY	2/13/2013	8AM	12PM	1	3
THURSDAY	2/14/2013	8AM	1PM	1	4
FRIDAY	2/15/2013	9AM	4PM	2	5
SATURDAY	2/16/2013	9AM	4PM	2	5
SUNDAY	2/17/2013	9AM	4PM	2	5

WORKWEEK HOURS TOTAL: 29

Confidential

EMPLOYEE SIGNATURE:

Confidential

PAY: $650.00
DRAWS: $600.00
NET: $50.00

NAME: RON COON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	12PM	5PM	1	4
TUESDAY	2/12/2013	1PM	5PM	1	3
WEDNESDAY	2/13/2013	12PM	5PM	1	4
THURSDAY	2/14/2013	1PM	5PM	1	3
FRIDAY	2/15/2013	4PM	11PM	2	5
SATURDAY	2/16/2013	4PM	11PM	2	5
SUNDAY	2/17/2013	4PM	11PM	2	5

WORKWEEK HOURS TOTAL: 29

Confidential

EMPLOYEE SIGNATURE:

PAY: $350.00
DRAWS: $180.00
NET: $170.00

NAME: STANLEY YATES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	12PM	5PM	1	4
TUESDAY	2/12/2013	1PM	5PM	1	3
WEDNESDAY	2/13/2013	12PM	5PM	1	4
THURSDAY	2/14/2013	1PM	5PM	1	3
FRIDAY	2/15/2013	4PM	11PM	2	5
SATURDAY	2/16/2013	4PM	11PM	2	5
SUNDAY	2/17/2013	4PM	11PM	2	5

WORKWEEK HOURS TOTAL: 29

Confidential

EMPLOYEE SIGNATURE:

Butler's Exh. 26, p. 080

PAY: $650.00
DRAWS: $180.00
NET: $470.00

NAME: GREGORIO HERNANDEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HO
MONDAY	2/11/2013	8AM	12PM	1	3
TUESDAY	2/12/2013	8AM	1PM	1	4
WEDNESDAY	2/13/2013	8AM	12PM	1	3
THURSDAY	2/14/2013	8AM	1PM	1	4
FRIDAY	2/15/2013	9AM	4PM	2	5
SATURDAY	2/16/2013	9AM	4PM	2	5
SUNDAY	2/17/2013	9AM	4PM	2	5

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $325.00
DRAWS: $40.00
NET: $285.00

NAME: GREGORY GREEN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	12PM	5PM	1	4
TUESDAY	2/12/2013	1PM	5PM	1	3
WEDNESDAY	2/13/2013	12PM	5PM	1	4
THURSDAY	2/14/2013	1PM	5PM	1	3
FRIDAY	2/15/2013	4PM	11PM	2	5
SATURDAY	2/16/2013	4PM	11PM	2	5
SUNDAY	2/17/2013	4PM	11PM	2	5

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $350.00
DRAWS: $165.00
NET: $185.00

NAME: SYBERT SLACK

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	8AM	12PM	1	3
TUESDAY	2/12/2013	8AM	1PM	1	4
WEDNESDAY	2/13/2013	8AM	12PM	1	3
THURSDAY	2/14/2013	8AM	1PM	1	4
FRIDAY	2/15/2013	9AM	4PM	2	5
SATURDAY	2/16/2013	9AM	4PM	2	5
SUNDAY	2/17/2013	9AM	4PM	2	5

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $325.00
DRAWS: $40.00
NET: $285.00

NAME: ALEJANDRO PEREZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	12PM	5PM	1	4
TUESDAY	2/12/2013	1PM	5PM	1	3
WEDNESDAY	2/13/2013	12PM	5PM	1	4
THURSDAY	2/14/2013	1PM	5PM	1	3
FRIDAY	2/15/2013	4PM	11PM	2	5
SATURDAY	2/16/2013	4PM	11PM	2	5
SUNDAY	2/17/2013	4PM	11PM	2	5

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: JOSE HERNANDEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	8AM	12PM	1	3
TUESDAY	2/12/2013	8AM	1PM	1	4
WEDNESDAY	2/13/2013	8AM	12PM	1	3
THURSDAY	2/14/2013	8AM	1PM	1	4
FRIDAY	2/15/2013	9AM	4PM	2	5
SATURDAY	2/16/2013	9AM	4PM	2	5
SUNDAY	2/17/2013	9AM	4PM	2	5

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $425.00
DRAWS: $230.00
NET: $195.00

NAME: JOSEPH GUILLEN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	8AM	12PM	1	3
TUESDAY	2/12/2013	8AM	1PM	1	4
WEDNESDAY	2/13/2013	8AM	12PM	1	3
THURSDAY	2/14/2013	8AM	1PM	1	4
FRIDAY	2/15/2013	9AM	4PM	2	5
SATURDAY	2/16/2013	9AM	4PM	2	5
SUNDAY	2/17/2013	9AM	4PM	2	5

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE: Butler's Confidential [redacted]

PAY: $425.00
DRAWS: $0.00
NET: $425.00

NAME: ELIX A SILVA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	12PM	5PM	1	4
TUESDAY	2/12/2013	1PM	5PM	1	3
WEDNESDAY	2/13/2013	12PM	5PM	1	4
THURSDAY	2/14/2013	1PM	5PM	1	3
FRIDAY	2/15/2013	4PM	11PM	2	5
SATURDAY	2/16/2013	4PM	11PM	2	5
SUNDAY	2/17/2013	4PM	11PM	2	5

WORKWEEK HOURS TOTAL: 29

Confidential

EMPLOYEE SIGNATURE:

PAY: $375.00
DRAWS: $160.00
NET: $215.00

NAME: VU NGUYEN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	8AM	12PM	1	3
TUESDAY	2/12/2013	8AM	1PM	1	4
WEDNESDAY	2/13/2013	8AM	12PM	1	3
THURSDAY	2/14/2013	8AM	1PM	1	4
FRIDAY	2/15/2013	9AM	4PM	2	5
SATURDAY	2/16/2013	9AM	4PM	2	5
SUNDAY	2/17/2013	9AM	4PM	2	5

WORKWEEK HOURS TOTAL: 29

Confidential

EMPLOYEE SIGNATURE:

PAY: $325.00
DRAWS: $150.00
NET: $175.00

NAME: KAYELEE FARNUM

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	12PM	5PM	1	4
TUESDAY	2/12/2013	1PM	5PM	1	3
WEDNESDAY	2/13/2013	12PM	5PM	1	4
THURSDAY	2/14/2013	1PM	5PM	1	3
FRIDAY	2/15/2013	4PM	11PM	2	5
SATURDAY	2/16/2013	4PM	11PM	2	5
SUNDAY	2/17/2013	4PM	11PM	2	5

WORKWEEK HOURS TOTAL: 29

Confidential

EMPLOYEE SIGNATURE: Butler's [redacted] 083

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: ESTEBAN DE LA CRUZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	8AM	12PM	1	3
TUESDAY	2/12/2013	8AM	1PM	1	4
WEDNESDAY	2/13/2013	8AM	12PM	1	3
THURSDAY	2/14/2013	8AM	1PM	1	4
FRIDAY	2/15/2013	9AM	4PM	2	5
SATURDAY	2/16/2013	9AM	4PM	2	5
SUNDAY	2/17/2013	9AM	4PM	2	5

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE: Confidential

PAY: $500.00
DRAWS: $140.00
NET: $360.00

NAME: KRISTINE VILLA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	8AM	12PM	1	3
TUESDAY	2/12/2013	8AM	1PM	1	4
WEDNESDAY	2/13/2013	8AM	12PM	1	3
THURSDAY	2/14/2013	8AM	1PM	1	4
FRIDAY	2/15/2013	9AM	4PM	2	5
SATURDAY	2/16/2013	9AM	4PM	2	5
SUNDAY	2/17/2013	9AM	4PM	2	5

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE: Confidential

PAY: $360.00
DRAWS: $40.00
NET: $320.00

NAME: GERMAN CALDERON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	8AM	12PM	1	3
TUESDAY	2/12/2013	8AM	1PM	1	4
WEDNESDAY	2/13/2013	8AM	12PM	1	3
THURSDAY	2/14/2013	8AM	1PM	1	4
FRIDAY	2/15/2013	9AM	4PM	2	5
SATURDAY	2/16/2013	9AM	4PM	2	5
SUNDAY	2/17/2013	9AM	4PM	2	5

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE: Confidential

Butler's Exh. 26, p. 084

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: EDGAR PEREZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HO
MONDAY	2/11/2013	8AM	12PM	1	3
TUESDAY	2/12/2013	8AM	1PM	1	4
WEDNESDAY	2/13/2013	8AM	12PM	1	3
THURSDAY	2/14/2013	8AM	1PM	1	4
FRIDAY	2/15/2013	9AM	4PM	2	5
SATURDAY	2/16/2013	9AM	4PM	2	5
SUNDAY	2/17/2013	9AM	4PM	2	5

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $290.00
NET: $35.00

NAME: TONY DIXON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	12PM	5PM	1	4
TUESDAY	2/12/2013	1PM	5PM	1	3
WEDNESDAY	2/13/2013	12PM	5PM	1	4
THURSDAY	2/14/2013	1PM	5PM	1	3
FRIDAY	2/15/2013	4PM	11PM	2	5
SATURDAY	2/16/2013	4PM	11PM	2	5
SUNDAY	2/17/2013	4PM	11PM	2	5

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE: Confidential

PAY: $1,000.00
DRAWS: $0.00
NET: $1,000.00

NAME: PAUL FARNUM

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	8AM	12PM	1	3
TUESDAY	2/12/2013	8AM	1PM	1	4
WEDNESDAY	2/13/2013	8AM	12PM	1	3
THURSDAY	2/14/2013	8AM	1PM	1	4
FRIDAY	2/15/2013	9AM	4PM	2	5
SATURDAY	2/16/2013	9AM	4PM	2	5
SUNDAY	2/17/2013	9AM	4PM	2	5

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE: Confidential

Butler's Exh. 26, p. 085

PAY: $425.00
DRAWS: $40.00
NET: $385.00

NAME: FLORENCIO OLIVA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	12PM	5PM	1	4
TUESDAY	2/12/2013	1PM	5PM	1	3
WEDNESDAY	2/13/2013	12PM	5PM	1	4
THURSDAY	2/14/2013	1PM	5PM	1	3
FRIDAY	2/15/2013	4PM	11PM	2	5
SATURDAY	2/16/2013	4PM	11PM	2	5
SUNDAY	2/17/2013	4PM	11PM	2	5

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE: Confidential

PAY: 350 KW ~~$345.00~~
DRAWS: $0.00
NET: 350 ~~$345.00~~

NAME: ARMANDO MURRIETA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	8AM	12PM	1	3
TUESDAY	2/12/2013	8AM	1PM	1	4
WEDNESDAY	2/13/2013	8AM	12PM	1	3
THURSDAY	2/14/2013	8AM	1PM	1	4
FRIDAY	2/15/2013	9AM	4PM	2	5
SATURDAY	2/16/2013	9AM	4PM	2	5
SUNDAY	2/17/2013	9AM	4PM	2	5

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE: Confidential

PAY: $425.00
DRAWS: 65 ~~$25.00~~
NET: 360 ~~$400.00~~ KW

NAME: JOSE I SALAZAR

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	8AM	12PM	1	3
TUESDAY	2/12/2013	8AM	1PM	1	4
WEDNESDAY	2/13/2013	8AM	12PM	1	3
THURSDAY	2/14/2013	8AM	1PM	1	4
FRIDAY	2/15/2013	9AM	4PM	2	5
SATURDAY	2/16/2013	9AM	4PM	2	5
SUNDAY	2/17/2013	9AM	4PM	2	5

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE: Confidential

Butler's Exh. 26, p. 086

PAY: $325.00
DRAWS: $40.00
NET: $285.00

NAME: ATENODORO MIRANDA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOU
MONDAY	2/11/2013	12PM	5PM	1	4
TUESDAY	2/12/2013	1PM	5PM	1	3
WEDNESDAY	2/13/2013	12PM	5PM	1	4
THURSDAY	2/14/2013	1PM	5PM	1	3
FRIDAY	2/15/2013	4PM	11PM	2	5
SATURDAY	2/16/2013	4PM	11PM	2	5
SUNDAY	2/17/2013	4PM	11PM	2	5

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $550.00
DRAWS: $130.00
NET: $420.00

NAME: LONNIE BROWN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	8AM	12PM	1	3
TUESDAY	2/12/2013	8AM	1PM	1	4
WEDNESDAY	2/13/2013	8AM	12PM	1	3
THURSDAY	2/14/2013	8AM	1PM	1	4
FRIDAY	2/15/2013	9AM	4PM	2	5
SATURDAY	2/16/2013	9AM	4PM	2	5
SUNDAY	2/17/2013	9AM	4PM	2	5

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $325.00
DRAWS: $80.00
NET: $245.00

NAME: IRVING PORTILLA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	8AM	12PM	1	3
TUESDAY	2/12/2013	8AM	1PM	1	4
WEDNESDAY	2/13/2013	8AM	12PM	1	3
THURSDAY	2/14/2013	9 A.M	1PM	1	4
FRIDAY	2/15/2013	9AM	4PM	2	5
SATURDAY	2/16/2013	9AM	4PM	2	5
SUNDAY	2/17/2013	9AM	4PM	2	5

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE: Confidential [redacted]

Butler's Exh. 26, p. 087

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: FELIX RAMOS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	8AM	12PM	1	3
TUESDAY	2/12/2013	8AM	1PM	1	4
WEDNESDAY	2/13/2013	8AM	12PM	1	3
THURSDAY	2/14/2013	8AM	1PM	1	4
FRIDAY	2/15/2013	9AM	4PM	2	5
SATURDAY	2/16/2013	9AM	4PM	2	5
SUNDAY	2/17/2013	9AM	4PM	2	5

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $325.00
DRAWS: $120.00
NET: $205.00

NAME: LEMITIA JACKSON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	8AM	12PM	1	3
TUESDAY	2/12/2013	8AM	1PM	1	4
WEDNESDAY	2/13/2013	8AM	12PM	1	3
THURSDAY	2/14/2013	8AM	1PM	1	4
FRIDAY	2/15/2013	9AM	4PM	2	5
SATURDAY	2/16/2013	9AM	4PM	2	5
SUNDAY	2/17/2013	9AM	4PM	2	5

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $355.00
DRAWS: $0.00
NET: $355.00

NAME: MARIANO GONZALEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	12PM	5PM	1	4
TUESDAY	2/12/2013	1PM	5PM	1	3
WEDNESDAY	2/13/2013	12PM	5PM	1	4
THURSDAY	2/14/2013	1PM	5PM	1	3
FRIDAY	2/15/2013	4PM	11PM	2	5
SATURDAY	2/16/2013	4PM	11PM	2	5
SUNDAY	2/17/2013	4PM	11PM	2	5

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE: Confidential [redacted]

Butler's E[redacted]088

PAY: $186.00
DRAWS: $35.00
NET: $151.00

NAME: VALENTIN SANTIAGO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013		OFF		
TUESDAY	2/12/2013		OFF		
WEDNESDAY	2/13/2013		OFF		
THURSDAY	2/14/2013	8AM	1PM	1	4
FRIDAY	2/15/2013	9AM	4PM	2	5
SATURDAY	2/16/2013	9AM	4PM	2	5
SUNDAY	2/17/2013	9AM	4PM	2	5

WORKWEEK HOURS TOTAL: 19

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: CONSTANTINO LOPEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	8AM	12PM	1	3
TUESDAY	2/12/2013	8AM	1PM	1	4
WEDNESDAY	2/13/2013	8AM	12PM	1	3
THURSDAY	2/14/2013	8AM	1PM	1	4
FRIDAY	2/15/2013	9AM	4PM	2	5
SATURDAY	2/16/2013	9AM	4PM	2	5
SUNDAY	2/17/2013	9AM	4PM	2	5

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $325.00
DRAWS: $120.00
NET: $205.00

NAME: RAMIRO SANCHEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	12PM	5PM	1	4
TUESDAY	2/12/2013	1PM	5PM	1	3
WEDNESDAY	2/13/2013	12PM	5PM	1	4
THURSDAY	2/14/2013	1PM	5PM	1	3
FRIDAY	2/15/2013	4PM	11PM	2	5
SATURDAY	2/16/2013	4PM	11PM	2	5
SUNDAY	2/17/2013	4PM	11PM	2	5

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: VICENTE MARTINEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	12PM	5PM	1	4
TUESDAY	2/12/2013	1PM	5PM	1	3
WEDNESDAY	2/13/2013	12PM	5PM	1	4
THURSDAY	2/14/2013	1PM	5PM	1	3
FRIDAY	2/15/2013	4PM	11PM	2	5
SATURDAY	2/16/2013	4PM	11PM	2	5
SUNDAY	2/17/2013	4PM	11PM	2	5

WORKWEEK HOURS TOTAL: 29

Confidential

EMPLOYEE SIGNATURE:

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: JOSE LUIS PENA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	12PM	5PM	1	4
TUESDAY	2/12/2013	1PM	5PM	1	3
WEDNESDAY	2/13/2013	12PM	5PM	1	4
THURSDAY	2/14/2013	1PM	5PM	1	3
FRIDAY	2/15/2013	4PM	11PM	2	5
SATURDAY	2/16/2013	4PM	11PM	2	5
SUNDAY	2/17/2013	4PM	11PM	2	5

WORKWEEK HOURS TOTAL: 29

Confidential

EMPLOYEE SIGNATURE:

PAY: $350.00
DRAWS: $80.00
NET: $270.00

NAME: CRECENCIANO PENA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	12PM	5PM	1	4
TUESDAY	2/12/2013	1PM	5PM	1	3
WEDNESDAY	2/13/2013	12PM	5PM	1	4
THURSDAY	2/14/2013	1PM	5PM	1	3
FRIDAY	2/15/2013	4PM	11PM	2	5
SATURDAY	2/16/2013	4PM	11PM	2	5
SUNDAY	2/17/2013	4PM	11PM	2	5

WORKWEEK HOURS TOTAL: 29

Confidential

EMPLOYEE SIGNATURE:

Butler's Exhibit No. 090

PAY: $340.00
DRAWS: $0.00
NET: $340.00

NAME: MARIO CAMPOS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOU.
MONDAY	2/11/2013	12PM	5PM	1	4
TUESDAY	2/12/2013	1PM	5PM	1	3
WEDNESDAY	2/13/2013	12PM	5PM	1	4
THURSDAY	2/14/2013	1PM	5PM	1	3
FRIDAY	2/15/2013	4PM	11PM	2	5
SATURDAY	2/16/2013	4PM	11PM	2	5
SUNDAY	2/17/2013	4PM	11PM	2	5

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $375.00
DRAWS: $0.00
NET: $375.00

NAME: ALDO ROANO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	12PM	5PM	1	4
TUESDAY	2/12/2013	1PM	5PM	1	3
WEDNESDAY	2/13/2013	12PM	5PM	1	4
THURSDAY	2/14/2013	1PM	5PM	1	3
FRIDAY	2/15/2013	4PM	11PM	2	5
SATURDAY	2/16/2013	4PM	11PM	2	5
SUNDAY	2/17/2013	4PM	11PM	2	5

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $500.00
DRAWS: $0.00
NET: $500.00

NAME: JOSE PARADES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	8AM	12PM	1	3
TUESDAY	2/12/2013	8AM	1PM	1	4
WEDNESDAY	2/13/2013	8AM	12PM	1	3
THURSDAY	2/14/2013	8AM	1PM	1	4
FRIDAY	2/15/2013	9AM	4PM	2	5
SATURDAY	2/16/2013	9AM	4PM	2	5
SUNDAY	2/17/2013	9AM	4PM	2	5

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE: Confidential [redacted]

Butler's [redacted]

DRAWS: $0.00

NET: $325.00

NAME: LAZARO QUIJANO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	8AM	12PM	1	3
TUESDAY	2/12/2013	8AM	1PM	1	4
WEDNESDAY	2/13/2013	8AM	12PM	1	3
THURSDAY	2/14/2013	8AM	1PM	1	4
FRIDAY	2/15/2013	9AM	4PM	2	5
SATURDAY	2/16/2013	9AM	4PM	2	5
SUNDAY	2/17/2013	9AM	4PM	2	5

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00

DRAWS: $0.00

NET: $325.00

NAME: ELPIDIO SEDANO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	12PM	5PM	1	4
TUESDAY	2/12/2013	1PM	5PM	1	3
WEDNESDAY	2/13/2013	12PM	5PM	1	4
THURSDAY	2/14/2013	1PM	5PM	1	3
FRIDAY	2/15/2013	4PM	11PM	2	5
SATURDAY	2/16/2013	4PM	11PM	2	5
SUNDAY	2/17/2013	4PM	11PM	2	5

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE: Confidential

PAY: $350.00

DRAWS: $0.00

NET: $350.00

NAME: JOSE CASTRO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	8AM	12PM	1	3
TUESDAY	2/12/2013	8AM	1PM	1	4
WEDNESDAY	2/13/2013	8AM	12PM	1	3
THURSDAY	2/14/2013	8AM	1PM	1	4
FRIDAY	2/15/2013	9AM	4PM	2	5
SATURDAY	2/16/2013	9AM	4PM	2	5
SUNDAY	2/17/2013	9AM	4PM	2	5

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE: Confidential

Butler's Exh. 26, p. 092

PAY: $186.00
DRAWS: $35.00
NET: $151.00

NAME: EVELIA PONCE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013		OFF		
TUESDAY	2/12/2013		OFF		
WEDNESDAY	2/13/2013		OFF		
THURSDAY	2/14/2013	8AM	1PM	1	
FRIDAY	2/15/2013	9AM	4PM	2	5
SATURDAY	2/16/2013	9AM	4PM	2	5
SUNDAY	2/17/2013	9AM	4PM	2	5

WORKWEEK HOURS TOTAL: 19

EMPLOYEE SIGNATURE:

Confidential

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: BONIFACIO QUIJANO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	8AM	12PM	1	3
TUESDAY	2/12/2013	8AM	1PM	1	4
WEDNESDAY	2/13/2013	8AM	12PM	1	3
THURSDAY	2/14/2013	8AM	1PM	1	4
FRIDAY	2/15/2013	9AM	4PM	2	5
SATURDAY	2/16/2013	9AM	4PM	2	5
SUNDAY	2/17/2013	9AM	4PM	2	5

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE:

Confidential

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: ERNESTO VIDAL

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	8AM	12PM	1	3
TUESDAY	2/12/2013	8AM	1PM	1	4
WEDNESDAY	2/13/2013	8AM	12PM	1	3
THURSDAY	2/14/2013	8AM	1PM	1	4
FRIDAY	2/15/2013	9AM	4PM	2	5
SATURDAY	2/16/2013	9AM	4PM	2	5
SUNDAY	2/17/2013	9AM	4PM	2	5

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE:

Confidential

Butler's Exh. 26, p. 093

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: LUIS GRACIA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	12PM	5PM	1	4
TUESDAY	2/12/2013	1PM	5PM	1	3
WEDNESDAY	2/13/2013	12PM	5PM	1	4
THURSDAY	2/14/2013	1PM	5PM	1	3
FRIDAY	2/15/2013	4PM	11PM	2	5
SATURDAY	2/16/2013	4PM	11PM	2	5
SUNDAY	2/17/2013	4PM	11PM	2	5

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: ALFONSO GUEVARA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	12PM	5PM	1	4
TUESDAY	2/12/2013	1PM	5PM	1	3
WEDNESDAY	2/13/2013	12PM	5PM	1	4
THURSDAY	2/14/2013	1PM	5PM	1	3
FRIDAY	2/15/2013	4PM	11PM	2	5
SATURDAY	2/16/2013	4PM	11PM	2	5
SUNDAY	2/17/2013	4PM	11PM	2	5

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: FRANCISCO MENDOZA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	12PM	5PM	1	4
TUESDAY	2/12/2013	1PM	5PM	1	3
WEDNESDAY	2/13/2013	12PM	5PM	1	4
THURSDAY	2/14/2013	1PM	5PM	1	3
FRIDAY	2/15/2013	4PM	11PM	2	5
SATURDAY	2/16/2013	4PM	11PM	2	5
SUNDAY	2/17/2013	4PM	11PM	2	5

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE: Confidential [redacted]

Butler's Exh. 26, p. 094

- payslips -

CLOVERDALE 2012

02/11/2013 - 02/17/2013

(N)

PAYROLL= 400.00 PAY= 400.00

NAME: RANDALL ACKERMAN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/13	9:00 AM	5:00 PM	2	6.00
TUESDAY	2/12/13	9:00 AM	5:00 PM	2	6.00
WEDNESDAY	2/13/13	9:00 AM	5:00 PM	3	5.00
THURSDAY	2/14/13	9:00 AM	5:00 PM	2	6.00
FRIDAY	2/15/13	12:00 PM	10:00 PM	4	6.00
SATURDAY	2/16/13	11:30 AM	10:00 PM	4	5.50
SUNDAY	2/17/13	11:30 AM	10:00 PM	4	5.50

DRAWS= SAVINGS=

UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE: Confidential

PAYROLL= 380.00 PAY= 340.00

NAME: ROMAN RODRIGUEZ ADAME

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/13	9:00 AM	5:00 PM	2	6.00
TUESDAY	2/12/13	9:00 AM	5:00 PM	2	6.00
WEDNESDAY	2/13/13	9:00 AM	5:00 PM	2	6.00
THURSDAY	2/14/13	9:00 AM	5:00 PM	2	6.00
FRIDAY	2/15/13	12:00 PM	10:00 PM	4	6.00
SATURDAY	2/16/13	11:30 AM	10:00 PM	4	5.50
SUNDAY	2/17/13	11:30 AM	10:00 PM	5	4.50

DRAWS= 40.00 SAVINGS=

UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE: Confidential

PAYROLL= 325.00 PAY= 155.00

NAME: MICHAEL ANDERSON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/13	9:00 AM	5:00 PM	2	6.00
TUESDAY	2/12/13	9:00 AM	5:00 PM	2	6.00
WEDNESDAY	2/13/13	9:00 AM	5:00 PM	2	6.00
THURSDAY	2/14/13	9:00 AM	5:00 PM	2	6.00
FRIDAY	2/15/13	12:00 PM	10:00 PM	4	6.00
SATURDAY	2/16/13	11:30 AM	10:00 PM	5	4.50
SUNDAY	2/17/13	11:30 AM	10:00 PM	4	5.50

DRAWS=
UNIFORMS=
EMPLOYEE SIGNATURE:

WORKWEEK HOURS TOTAL: 40

Confidential

PAYROLL= 380.00 PAY= 260.00

NAME: TITO TRIANO ALVAREZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/13	9:00 AM	5:00 PM	2	6.00
TUESDAY	2/12/13	9:00 AM	5:00 PM	2	6.00
WEDNESDAY	2/13/13	9:00 AM	5:00 PM	2	6.00
THURSDAY	2/14/13	9:00 AM	5:00 PM	2	6.00
FRIDAY	2/15/13	12:00 PM	10:00 PM	4	6.00
SATURDAY	2/16/13	11:30 AM	10:00 PM	5	4.50
SUNDAY	2/17/13	11:30 AM	10:00 PM	4	5.50

DRAWS= 120.00 SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE:

Confidential

PAYROLL= 350.00 PAY= 350.00

NAME: VICTOR VASQUEZ APODACA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/13	9:00 AM	5:00 PM	2	6.00
TUESDAY	2/12/13	9:00 AM	5:00 PM	2	6.00
WEDNESDAY	2/13/13	9:00 AM	5:00 PM	2	6.00
THURSDAY	2/14/13	9:00 AM	5:00 PM	2	6.00
FRIDAY	2/15/13	12:00 PM	10:00 PM	4	6.00
SATURDAY	2/16/13	11:30 AM	10:00 PM	5	4.50
SUNDAY	2/17/13	11:30 AM	10:00 PM	4	5.50

DRAWS= Confidential

UNIFORMS=

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE:

PAYROLL= 350.00 PAY= 350.00

NAME: JUAN CARLOS VASQUEZ APODACA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/13	9:00 AM	5:00 PM	2	6.00
TUESDAY	2/12/13	9:00 AM	5:00 PM	3	5.00
WEDNESDAY	2/13/13	9:00 AM	5:00 PM	2	6.00
THURSDAY	2/14/13	9:00 AM	5:00 PM	2	6.00
FRIDAY	2/15/13	12:00 PM	10:00 PM	4	6.00
SATURDAY	2/16/13	11:30 AM	10:00 PM	4	5.50
SUNDAY	2/17/13	11:30 AM	10:00 PM	4	5.50

DRAWS= SAVINGS=

UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE: Confidential

PAYROLL= 325.00 PAY= 285.00

NAME: ALEX LOPEZ ARELLANO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/13	9:00 AM	5:00 PM	3	5.00
TUESDAY	2/12/13	9:00 AM	5:00 PM	2	6.00
WEDNESDAY	2/13/13	9:00 AM	5:00 PM	2	6.00
THURSDAY	2/14/13	9:00 AM	5:00 PM	2	6.00
FRIDAY	2/15/13	12:00 PM	10:00 PM	4	6.00
SATURDAY	2/16/13	11:30 AM	10:00 PM	4	5.50
SUNDAY	2/17/13	11:30 AM	10:00 PM	4	5.50

DRAWS= 40.00 SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE: Confidential

PAYROLL= 300.00 PAY= 300.00

NAME: JESSE BOGUE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/13	9:00 AM	5:00 PM	2	6.00
TUESDAY	2/12/13	9:00 AM	5:00 PM	2	6.00
WEDNESDAY	2/13/13	9:00 AM	5:00 PM	3	5.00
THURSDAY	2/14/13	9:00 AM	5:00 PM	2	6.00
FRIDAY	2/15/13	12:00 PM	10:00 PM	4	6.00
SATURDAY	2/16/13	11:30 AM	10:00 PM	4	5.50
SUNDAY	2/17/13	11:30 AM	10:00 PM	4	5.50

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE: Confidential

PAYROLL= 355.00 PAY= 355.00

NAME: ROSENDO ORTIZ CERVANTES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/13	9:00 AM	5:00 PM	1	7.00
TUESDAY	2/12/13	9:00 AM	5:00 PM	2	6.00
WEDNESDAY	2/13/13	9:00 AM	5:00 PM	2	6.00
THURSDAY	2/14/13	9:00 AM	5:00 PM	3	5.00
FRIDAY	2/15/13	12:00 PM	10:00 PM	4	6.00
SATURDAY	2/16/13	11:30 AM	10:00 PM	5	4.50
SUNDAY	2/17/13	11:30 AM	10:00 PM	4	5.50

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE: Confidential

PAYROLL= 450.00 PAY= 370.00

NAME: JUDITH CHESSER

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/13	9:00 AM	5:00 PM	3	5.0(
TUESDAY	2/12/13	9:00 AM	5:00 PM	2	6.0(
WEDNESDAY	2/13/13	9:00 AM	5:00 PM	2	6.0(
THURSDAY	2/14/13	9:00 AM	5:00 PM	2	6.0(
FRIDAY	2/15/13	12:00 PM	10:00 PM	5	5.0(
SATURDAY	2/16/13	11:30 AM	10:00 PM	4	5.5(
SUNDAY	2/17/13	11:30 AM	10:00 PM	3	6.5(

DRAWS= 80.00 SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE: Confidential

PAYROLL= 325.00 PAY= 155.00

NAME: JOSEPH CHESSER

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/13	9:00 AM	5:00 PM	2	6.00
TUESDAY	2/12/13	9:00 AM	5:00 PM	2	6.00
WEDNESDAY	2/13/13	9:00 AM	5:00 PM	3	5.00
THURSDAY	2/14/13	9:00 AM	5:00 PM	1	7.00
FRIDAY	2/15/13	12:00 PM	10:00 PM	5	5.00
SATURDAY	2/16/13	11:30 AM	10:00 PM	4	5.50
SUNDAY	2/17/13	11:30 AM	10:00 PM	4	5.50

DRAWS= 120.00 SAVINGS=
UNIFORMS= RENT= 50.00

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATUR [redacted] Confidential

PAYROLL= 350.00 PAY= 180.00

- 100.00
savings 80.00

NAME: CHRISTOPHER CHESSER

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/13	9:00 AM	5:00 PM	3	5.0(
TUESDAY	2/12/13	9:00 AM	5:00 PM	2	6.0(
WEDNESDAY	2/13/13	9:00 AM	5:00 PM	2	6.0(
THURSDAY	2/14/13	9:00 AM	5:00 PM	2	6.0(
FRIDAY	2/15/13	12:00 PM	10:00 PM	4	6.0(
SATURDAY	2/16/13	11:30 AM	10:00 PM	5	4.5(
SUNDAY	2/17/13	11:30 AM	10:00 PM	3	6.5(

DRAWS= 120.00 SAVINGS= 100.00
UNIFORMS= RENT= 50.00

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNAT [redacted] Confidential

PAYROLL= 350.00 PAY= 330.00

NAME: INEZ APODACA COLIO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/13	9:00 AM	5:00 PM	2	6.00
TUESDAY	2/12/13	9:00 AM	5:00 PM	2	6.00
WEDNESDAY	2/13/13	9:00 AM	5:00 PM	2	6.00
THURSDAY	2/14/13	9:00 AM	5:00 PM	3	5.00
FRIDAY	2/15/13	12:00 PM	10:00 PM	4	6.00
SATURDAY	2/16/13	11:30 AM	10:00 PM	4	5.50
SUNDAY	2/17/13	11:30 AM	10:00 PM	4	5.50

DRAWS= 20.00 SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE:

Confidential

PAYROLL= 325.00 PAY= 135.00

NAME: ROOSEVELT CONLEY

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/13	9:00 AM	5:00 PM	2	6.0(
TUESDAY	2/12/13	9:00 AM	5:00 PM	2	6.0(
WEDNESDAY	2/13/13	9:00 AM	5:00 PM	3	5.0(
THURSDAY	2/14/13	9:00 AM	5:00 PM	2	6.0(
FRIDAY	2/15/13	12:00 PM	10:00 PM	4	6.0(
SATURDAY	2/16/13	11:30 AM	10:00 PM	5	4.5(
SUNDAY	2/17/13	11:30 AM	10:00 PM	3	6.5(

DRAWS= 120.00 SAVINGS=
UNIFORMS= RENT= 70.00

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE:

Confidential

PAYROLL= 350.00 PAY= 280.00

NAME: JORGE ARMONDO CARRANZA FLORES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/13	9:00 AM	5:00 PM	1	7.00
TUESDAY	2/12/13	9:00 AM	5:00 PM	2	6.00
WEDNESDAY	2/13/13	9:00 AM	5:00 PM	3	5.00
THURSDAY	2/14/13	9:00 AM	5:00 PM	2	6.00
FRIDAY	2/15/13	12:00 PM	10:00 PM	4	6.00
SATURDAY	2/16/13	11:30 AM	10:00 PM	4	5.50
SUNDAY	2/17/13	11:30 AM	10:00 PM	5	4.50

DRAWS= 60.00 SAVINGS=
UNIFORMS= 10.00 RENT= Confidential

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE:

PAYROLL= 425.00 PAY= 425.00

NAME: ROBERT EASLY

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/13	9:00 AM	5:00 PM	2	6.00
TUESDAY	2/12/13	9:00 AM	5:00 PM	2	6.00
WEDNESDAY	2/13/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	2/14/13	9:00 AM	5:00 PM	2	6.00
FRIDAY	2/15/13	12:00 PM	10:00 PM	5	5.00
SATURDAY	2/16/13	11:30 AM	10:00 PM	4	5.50
SUNDAY	2/17/13	11:30 AM	10:00 PM	5	4.50

DRAWS= SAVINGS=
UNIFORMS= RENT= Confidential

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE

PAYROLL= 325.00 PAY= 285.00

NAME: MARCO ANTONIO SCANDON Frias

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/13	9:00 AM	5:00 PM	3	5.0(
TUESDAY	2/12/13	9:00 AM	5:00 PM	2	6.0(
WEDNESDAY	2/13/13	9:00 AM	5:00 PM	2	6.0(
THURSDAY	2/14/13	9:00 AM	5:00 PM	2	6.0(
FRIDAY	2/15/13	12:00 PM	10:00 PM	4	6.0(
SATURDAY	2/16/13	11:30 AM	10:00 PM	5	4.5(
SUNDAY	2/17/13	11:30 AM	10:00 PM	3	6.5(

DRAWS= 40.00 SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE: Confidential

PAYROLL= 390.00 PAY= 350.00

NAME: EDGAR OSVALDO CARRANZA FLORES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/13	9:00 AM	5:00 PM	2	6.00
TUESDAY	2/12/13	9:00 AM	5:00 PM	1	7.00
WEDNESDAY	2/13/13	9:00 AM	5:00 PM	3	5.00
THURSDAY	2/14/13	9:00 AM	5:00 PM	2	6.00
FRIDAY	2/15/13	12:00 PM	10:00 PM	4	6.00
SATURDAY	2/16/13	11:30 AM	10:00 PM	4	5.50
SUNDAY	2/17/13	11:30 AM	10:00 PM	5	4.50

DRAWS= 40.00 SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE: Confidential

PAYROLL= 470.00 PAY= 430.00

NAME: SALVADOR ALVAREZ GARCIA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/13	9:00 AM	5:00 PM	3	5.00
TUESDAY	2/12/13	9:00 AM	5:00 PM	2	6.00
WEDNESDAY	2/13/13	9:00 AM	5:00 PM	2	6.00
THURSDAY	2/14/13	9:00 AM	5:00 PM	3	5.00
FRIDAY	2/15/13	12:00 PM	10:00 PM	4	6.00
SATURDAY	2/16/13	11:30 AM	10:00 PM	4	5.50
SUNDAY	2/17/13	11:30 AM	10:00 PM	3	6.50

DRAWS= 40.00 SAVINGS=

UNIFORMS=

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE:

Confidential

PAYROLL= 325.00 PAY= 285.00

NAME: RUDOLFO ALVAREZ GARCIA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/13	9:00 AM	5:00 PM	2	6.00
TUESDAY	2/12/13	9:00 AM	5:00 PM	2	6.00
WEDNESDAY	2/13/13	9:00 AM	5:00 PM	2	6.00
THURSDAY	2/14/13	9:00 AM	5:00 PM	2	6.00
FRIDAY	2/15/13	12:00 PM	10:00 PM	4	6.00
SATURDAY	2/16/13	11:30 AM	10:00 PM	5	4.50
SUNDAY	2/17/13	11:30 AM	10:00 PM	4	5.50

DRAWS= 40.00 SAVINGS=

UNIFORMS=

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE:

Confidential

PAYROLL= 500.00 PAY= 500.00

NAME: JERRY HALL

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/13	9:00 AM	5:00 PM	1	7.00
TUESDAY	2/12/13	9:00 AM	5:00 PM	2	6.00
WEDNESDAY	2/13/13	9:00 AM	5:00 PM	3	5.00
THURSDAY	2/14/13	9:00 AM	5:00 PM	2	6.00
FRIDAY	2/15/13	12:00 PM	10:00 PM	5	5.00
SATURDAY	2/16/13	11:30 AM	10:00 PM	4	5.50
SUNDAY	2/17/13	11:30 AM	10:00 PM	4	5.50

DRAWS= SAVINGS=
UNIFORMS= RENT=
WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE: Confidential

PAYROLL= 365.00 PAY= 295.00

NAME: RAUL GUZMAN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/13	9:00 AM	5:00 PM	1	7.00
TUESDAY	2/12/13	9:00 AM	5:00 PM	3	5.00
WEDNESDAY	2/13/13	9:00 AM	5:00 PM	2	6.00
THURSDAY	2/14/13	9:00 AM	5:00 PM	2	6.00
FRIDAY	2/15/13	12:00 PM	10:00 PM	4	6.00
SATURDAY	2/16/13	11:30 AM	10:00 PM	5	4.50
SUNDAY	2/17/13	11:30 AM	10:00 PM	4	5.50

DRAWS= SAVINGS=
UNIFORMS= RENT= 70.00
WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE: Confidential

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PAYROLL= 380.00 PAY= 260.00

NAME: JULIAN GARCIA HERNANDEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/13	9:00 AM	5:00 PM	2	6.0(
TUESDAY	2/12/13	9:00 AM	5:00 PM	2	6.0(
WEDNESDAY	2/13/13	9:00 AM	5:00 PM	3	5.0(
THURSDAY	2/14/13	9:00 AM	5:00 PM	2	6.0(
FRIDAY	2/15/13	12:00 PM	10:00 PM	4	6.0(
SATURDAY	2/16/13	11:30 AM	10:00 PM	4	5.5(
SUNDAY	2/17/13	11:30 AM	10:00 PM	4	5.5(

DRAWS= 120.00 SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE:

Confidential

PAYROLL= 350.00 PAY= 330.00

NAME: MARIA ISABEL GUERRA HERNANDE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/13	9:00 AM	5:00 PM	3	5.00
TUESDAY	2/12/13	9:00 AM	5:00 PM	2	6.00
WEDNESDAY	2/13/13	9:00 AM	5:00 PM	2	6.00
THURSDAY	2/14/13	9:00 AM	5:00 PM	3	5.00
FRIDAY	2/15/13	12:00 PM	10:00 PM	4	6.00
SATURDAY	2/16/13	11:30 AM	10:00 PM	3	6.50
SUNDAY	2/17/13	11:30 AM	10:00 PM	4	5.50

DRAWS= 20.00 SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE

Confidential

PAYROLL= 450.00 PAY= 360.00

NAME: DAVID LOVE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/13	9:00 AM	5:00 PM	3	5.0
TUESDAY	2/12/13	9:00 AM	5:00 PM	2	6.0
WEDNESDAY	2/13/13	9:00 AM	5:00 PM	3	5.0
THURSDAY	2/14/13	9:00 AM	5:00 PM	2	6.0
FRIDAY	2/15/13	12:00 PM	10:00 PM	4	6.0
SATURDAY	2/16/13	11:30 AM	10:00 PM	3	6.5
SUNDAY	2/17/13	11:30 AM	10:00 PM	4	5.5

DRAWS= 90.00 SAVINGS=

UNI

WORKWEEK HOURS TOTAL: 40

EMPLOYE

Confidential

PAYROLL= 390.00 PAY= 390.00

NAME: ALBERTO LUIS SANCHEZ LOPEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/13	9:00 AM	5:00 PM	2	6.0
TUESDAY	2/12/13	9:00 AM	5:00 PM	2	6.0
WEDNESDAY	2/13/13	9:00 AM	5:00 PM	2	6.0
THURSDAY	2/14/13	9:00 AM	5:00 PM	2	6.0
FRIDAY	2/15/13	12:00 PM	10:00 PM	4	6.0
SATURDAY	2/16/13	11:30 AM	10:00 PM	5	4.5
SUNDAY	2/17/13	11:30 AM	10:00 PM	4	5.5

DRAWS= SAVINGS=

UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATUR

Confidential

PAYROLL= 300.00 PAY= 300.00

NAME: DEAN MCARTER

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/13	9:00 AM	5:00 PM	2	6.00
TUESDAY	2/12/13	9:00 AM	5:00 PM	2	6.00
WEDNESDAY	2/13/13	9:00 AM	5:00 PM	2	6.00
THURSDAY	2/14/13	9:00 AM	5:00 PM	3	5.00
FRIDAY	2/15/13	12:00 PM	10:00 PM	4	6.00
SATURDAY	2/16/13	11:30 AM	10:00 PM	4	5.50
SUNDAY	2/17/13	11:30 AM	10:00 PM	4	5.50

DRAWS= SAVINGS=

UNIFORMS=

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE

Confidential

PAYROLL= 425.00 PAY= 335.00

NAME: DON NEMEYER

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/13	9:00 AM	5:00 PM	2	6.0(
TUESDAY	2/12/13	9:00 AM	5:00 PM	3	5.0(
WEDNESDAY	2/13/13	9:00 AM	5:00 PM	2	6.0(
THURSDAY	2/14/13	9:00 AM	5:00 PM	2	6.0(
FRIDAY	2/15/13	12:00 PM	10:00 PM	4	6.0(
SATURDAY	2/16/13	11:30 AM	10:00 PM	5	4.5(
SUNDAY	2/17/13	11:30 AM	10:00 PM	3	6.5(

DRAWS= 40.00 SAVINGS=

UNIFORMS= RENT= 50.00

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATUR

Confidential

PAYROLL= 300.00 PAY= 300.00

NAME: RICHARD LEE NORWOOD

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/13	9:00 AM	5:00 PM	3	5.00
TUESDAY	2/12/13	9:00 AM	5:00 PM	3	5.00
WEDNESDAY	2/13/13	9:00 AM	5:00 PM	2	6.00
THURSDAY	2/14/13	9:00 AM	5:00 PM	2	6.00
FRIDAY	2/15/13	12:00 PM	10:00 PM	4	6.00
SATURDAY	2/16/13	11:30 AM	10:00 PM	4	5.50
SUNDAY	2/17/13	11:30 AM	10:00 PM	3	6.50

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATU Confidential

PAYROLL= 325.00 PAY= 265.00

NAME: MIGUEL ANGEL ALARCON NOLASCO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/13	9:00 AM	5:00 PM	2	6.00
TUESDAY	2/12/13	9:00 AM	5:00 PM	2	6.00
WEDNESDAY	2/13/13	9:00 AM	5:00 PM	2	6.00
THURSDAY	2/14/13	9:00 AM	5:00 PM	2	6.00
FRIDAY	2/15/13	12:00 PM	10:00 PM	4	6.00
SATURDAY	2/16/13	11:30 AM	10:00 PM	5	4.50
SUNDAY	2/17/13	11:30 AM	10:00 PM	4	5.50

DRAWS= 60.00 SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE: Confidential

PAYROLL= 500.00 PAY= 500.00

NAME: JORGE AGUILAR PENA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/13	9:00 AM	5:00 PM	2	6.00
TUESDAY	2/12/13	9:00 AM	5:00 PM	2	6.00
WEDNESDAY	2/13/13	9:00 AM	5:00 PM	2	6.00
THURSDAY	2/14/13	9:00 AM	5:00 PM	3	5.00
FRIDAY	2/15/13	12:00 PM	10:00 PM	4	6.00
SATURDAY	2/16/13	11:30 AM	10:00 PM	5	4.50
SUNDAY	2/17/13	11:30 AM	10:00 PM	3	6.50

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGN [redacted] Confidential

PAYROLL= 325.00 PAY= 305.00

NAME: FRANCISCO DE JESUS OJEDA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/13	9:00 AM	5:00 PM	2	6.0C
TUESDAY	2/12/13	9:00 AM	5:00 PM	3	5.0C
WEDNESDAY	2/13/13	9:00 AM	5:00 PM	2	6.0C
THURSDAY	2/14/13	9:00 AM	5:00 PM	1	7.0C
FRIDAY	2/15/13	12:00 PM	10:00 PM	5	5.0C
SATURDAY	2/16/13	11:30 AM	10:00 PM	4	5.5C
SUNDAY	2/17/13	11:30 AM	10:00 PM	4	5.5C

DRAWS= 20.00 SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE: [redacted] Confidential

PAYROLL= 325.00 PAY= 285.00

NAME: JAVIER CARBALLO RODRIGUEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/13	9:00 AM	5:00 PM	2	6.0
TUESDAY	2/12/13	9:00 AM	5:00 PM	1	7.0
WEDNESDAY	2/13/13	9:00 AM	5:00 PM	3	5.0
THURSDAY	2/14/13	9:00 AM	5:00 PM	2	6.0
FRIDAY	2/15/13	12:00 PM	10:00 PM	5	5.0
SATURDAY	2/16/13	11:30 AM	10:00 PM	4	5.5
SUNDAY	2/17/13	11:30 AM	10:00 PM	4	5.5

DRAWS= 40.00 SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE:

PAYROLL= 325.00 PAY= 175.00

NAME: MATT PIERCE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/13	9:00 AM	5:00 PM	2	6.00
TUESDAY	2/12/13	9:00 AM	5:00 PM	2	6.00
WEDNESDAY	2/13/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	2/14/13	9:00 AM	5:00 PM	2	6.00
FRIDAY	2/15/13	12:00 PM	10:00 PM	5	5.00
SATURDAY	2/16/13	11:30 AM	10:00 PM	4	5.50
SUNDAY	2/17/13	11:30 AM	10:00 PM	5	4.50

DRAWS= 80.00 SAVINGS=
UNIFORMS=

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE:

PAYROLL= 325.00 PAY= 205.00

NAME: JASON SERVICE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/13	9:00 AM	5:00 PM	3	5.0
TUESDAY	2/12/13	9:00 AM	5:00 PM	1	7.0
WEDNESDAY	2/13/13	9:00 AM	5:00 PM	2	6.0
THURSDAY	2/14/13	9:00 AM	5:00 PM	2	6.0
FRIDAY	2/15/13	12:00 PM	10:00 PM	4	6.0
SATURDAY	2/16/13	11:30 AM	10:00 PM	5	4.5
SUNDAY	2/17/13	11:30 AM	10:00 PM	4	5.5

DRAWS= 120.00 SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE Confidential

PAYROLL= 350.00 PAY= 290.00

NAME: FAUSTINO ABURTO SEDANO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/13	9:00 AM	5:00 PM	1	7.00
TUESDAY	2/12/13	9:00 AM	5:00 PM	2	6.00
WEDNESDAY	2/13/13	9:00 AM	5:00 PM	3	5.00
THURSDAY	2/14/13	9:00 AM	5:00 PM	2	6.00
FRIDAY	2/15/13	12:00 PM	10:00 PM	5	5.00
SATURDAY	2/16/13	11:30 AM	10:00 PM	4	5.50
SUNDAY	2/17/13	11:30 AM	10:00 PM	4	5.50

DRAWS= 60.00 SAVINGS=
UNIFORMS= Confidential

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE

PAYROLL= 390.00 PAY= 180.00

NAME: STEVEN MATT SHINABERY

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/13	9:00 AM	5:00 PM	2	6.0(
TUESDAY	2/12/13	9:00 AM	5:00 PM	3	5.0(
WEDNESDAY	2/13/13	9:00 AM	5:00 PM	1	7.0(
THURSDAY	2/14/13	9:00 AM	5:00 PM	2	6.0(
FRIDAY	2/15/13	12:00 PM	10:00 PM	5	5.0(
SATURDAY	2/16/13	11:30 AM	10:00 PM	4	5.5(
SUNDAY	2/17/13	11:30 AM	10:00 PM	4	5.5(

DRAWS= 140.00 SAVINGS=
UNIFORMS= RENT= 70.00

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE: Confidential

PAYROLL= 300.00 PAY= 300.00

NAME: SALLY SHAFFER

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/13	9:00 AM	5:00 PM	2	6.00
TUESDAY	2/12/13	9:00 AM	5:00 PM	3	5.00
WEDNESDAY	2/13/13	9:00 AM	5:00 PM	2	6.00
THURSDAY	2/14/13	9:00 AM	5:00 PM	1	7.00
FRIDAY	2/15/13	12:00 PM	10:00 PM	4	6.00
SATURDAY	2/16/13	11:30 AM	10:00 PM	5	4.50
SUNDAY	2/17/13	11:30 AM	10:00 PM	4	5.50

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE: Confidential

PAYROLL= 300.00 PAY= 300.00

NAME: ED TRASLEVINA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/13	9:00 AM	5:00 PM	2	6.0C
TUESDAY	2/12/13	9:00 AM	5:00 PM	2	6.0C
WEDNESDAY	2/13/13	9:00 AM	5:00 PM	3	5.0C
THURSDAY	2/14/13	9:00 AM	5:00 PM	2	6.0C
FRIDAY	2/15/13	12:00 PM	10:00 PM	4	6.0C
SATURDAY	2/16/13	11:30 AM	10:00 PM	4	5.5C
SUNDAY	2/17/13	11:30 AM	10:00 PM	4	5.5C

DRAWS= SAVINGS= WORKWEEK HOURS TOTAL: 40

UNIFORMS=

Confidential

EMPLOYEE SIGNATURE:

PAYROLL= 350.00 PAY= 55.00

NAME: HUEY TORRENCE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/13	9:00 AM	5:00 PM	3	5.00
TUESDAY	2/12/13	9:00 AM	5:00 PM	2	6.00
WEDNESDAY	2/13/13	9:00 AM	5:00 PM	2	6.00
THURSDAY	2/14/13	9:00 AM	5:00 PM	2	6.00
FRIDAY	2/15/13	12:00 PM	10:00 PM	4	6.00
SATURDAY	2/16/13	11:30 AM	10:00 PM	4	5.50
SUNDAY	2/17/13	11:30 AM	10:00 PM	4	5.50

DRAWS= 245.00 SAVINGS= 50.00 WORKWEEK HOURS TOTAL: 40

UNIFORMS= RENT=

Confidential

EMPLOYEE SIGNATURE:

PAYROLL= 390.00 PAY= 240.00

NAME: DAVID VASQUEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/13	9:00 AM	5:00 PM	2	6.00
TUESDAY	2/12/13	9:00 AM	5:00 PM	2	6.00
WEDNESDAY	2/13/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	2/14/13	9:00 AM	5:00 PM	3	5.00
FRIDAY	2/15/13	12:00 PM	10:00 PM	4	6.00
SATURDAY	2/16/13	11:30 AM	10:00 PM	4	5.50
SUNDAY	2/17/13	11:30 AM	10:00 PM	5	4.50

DRAWS= SAVINGS= 100.00

UNIFORMS= RENT= 50.00

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE [redacted] Confidential

PAYROLL= 350.00 PAY= 230.00

NAME: ASCENCION ALEJO VASQUEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/13	9:00 AM	5:00 PM	3	5.00
TUESDAY	2/12/13	9:00 AM	5:00 PM	3	5.00
WEDNESDAY	2/13/13	9:00 AM	5:00 PM	2	6.00
THURSDAY	2/14/13	9:00 AM	5:00 PM	1	7.00
FRIDAY	2/15/13	12:00 PM	10:00 PM	4	6.00
SATURDAY	2/16/13	11:30 AM	10:00 PM	4	5.50
SUNDAY	2/17/13	11:30 AM	10:00 PM	4	5.50

DRAWS= 120.00 SAVINGS=

UNIFORMS= [redacted] Confidential

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE: [redacted]

PAYROLL= 325.00 PAY= 195.00

NAME: JESUS VERDUGO SR

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/13	9:00 AM	5:00 PM	2	6.00
TUESDAY	2/12/13	9:00 AM	5:00 PM	1	7.00
WEDNESDAY	2/13/13	9:00 AM	5:00 PM	3	5.00
THURSDAY	2/14/13	9:00 AM	5:00 PM	2	6.00
FRIDAY	2/15/13	12:00 PM	10:00 PM	4	6.00
SATURDAY	2/16/13	11:30 AM	10:00 PM	5	4.50
SUNDAY	2/17/13	11:30 AM	10:00 PM	4	5.50

DRAWS= 80.00 SAVINGS=
UNIFORMS= RENT= 50.00

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE:

Confidential

PAYROLL= 300.00 PAY= 100.00

NAME: PATTY WEST

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/13	9:00 AM	5:00 PM	2	6.00
TUESDAY	2/12/13	9:00 AM	5:00 PM	2	6.00
WEDNESDAY	2/13/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	2/14/13	9:00 AM	5:00 PM	3	5.00
FRIDAY	2/15/13	12:00 PM	10:00 PM	4	6.00
SATURDAY	2/16/13	11:30 AM	10:00 PM	4	5.50
SUNDAY	2/17/13	11:30 AM	10:00 PM	5	4.50

DRAWS= 200.00 SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE:

Confidential

CLOVERDALE
FEBRUARY 15-18, 2013

DEANNA SINK

DAY	HOURS	DRAWS	MISC. CHGS.	OVER/SHORT
CARRY FROM LAST WEEK	1.00			
TUESDAY				
WEDNESDAY	5.00	20.00		
THURSDAY	5.00	20.00		
FRIDAY	8.25			-13.00
SATURDAY	8.75	40.00		-14.00
SUNDAY	8.75			-67.00
MONDAY	6.00			
TOTALS	42.75	80.00		-94.00

GROSS	366.00
DRAWS	80.00
RENT/MISC	
OVER/SHORT	-94.00
NET PAY	~~286~~ 192.00

RECEIVED: [redacted] Confidential

CLOVERDALE
FEBRUARY 15-18, 2013

JUDY JOYCE

DAY	HOURS	DRAWS	MISC. CHGS.	OVER/SHORT
CARRY FROM LAST WEEK				
TUESDAY				
WEDNESDAY				
THURSDAY				
FRIDAY	8.00			
SATURDAY	10.50		50.00	
SUNDAY	8.75			
MONDAY	6.00			
TOTALS	33.25		50.00	

GROSS	285.00
DRAWS	
RENT/MISC	50.00
OVER/SHORT	
NET PAY	235.00

RECEIVED [redacted] Confidential

Butler's Exh. 26, p. 118

CLOVERDALE
FEBRUARY 15-18, 2013

GINA NORWOOD

DAY	HOURS	DRAWS	MISC. CHGS.	OVER/SHORT
CARRY FROM LAST WEEK				
TUESDAY				
WEDNESDAY				
THURSDAY				
FRIDAY	8.50			14.00
SATURDAY	9.50		70.00	-37.00
SUNDAY	8.25		10.00	36.00
MONDAY	6.00		80.00	13.00
TOTALS	32.25			

GROSS	276.00
DRAWS	
RENT/MISC	80.00
OVER/SHORT	13.00
NET PAY	209.00

Confidential

RECEIVED: _____

CLOVERDALE
FEBRUARY 15-18, 2013

CHLOE NORWOOD

DAY	HOURS	DRAWS	MISC. CHGS.	OVER/SHORT
CARRY FROM LAST WEEK				
TUESDAY				
WEDNESDAY				
THURSDAY				
FRIDAY	8.75			
SATURDAY	8.75			
SUNDAY	8.75		70.00	-10.00
MONDAY	6.00		10.00	
TOTALS	32.25		80.00	-10.00

GROSS	276.00
DRAWS	
RENT/MISC	80.00
OVER/SHORT	-10.00
NET PAY	186.00

Confidential

RECEIVED: _____

CLOVERDALE	FEBRUARY 11-17, 2013	RIDE	BASE PAY	EXTRA PAY	THIS WEEK	DRAWS	UNIFORMS	SAVINGS	RENT	ID	TOTAL DED	NET PAY
ACKERMAN	RANDAL	DRIVER	400.00		400.00	-					-	400.00
ADAME	ROMAN, RODRIGUEZ	LOLLIES	380.00		380.00	40.00					40.00	340.00
ALVAREZ	TITO, TRIANO	1001	380.00		380.00	120.00					120.00	260.00
ANDERSON	MICHAEL	VOYAGER/CYCLONE	325.00		325.00	120.00			50.00	M	170.00	155.00
APODACA	ZOSIMO, COLIO	INDIO	350.00	(350.00)	-						-	-
APODACA	VICTOR, VASQUEZ	BEARS	350.00		350.00	-					-	350.00
APODACA	JUAN CARLOS, VASQUEZ	GRAVITRON	350.00		350.00	-					-	350.00
APOLINAR	ARMONDO, BARRIOS	INDIO	380.00	(380.00)	-						-	-
ARELLANO	ALEX, LOPEZ	GRAVITRON	325.00		325.00	40.00					40.00	285.00
BOGUE	JESSE	OFFICE	300.00		300.00	-					-	300.00
CARDENA	MATEO,GARCIA	INDIO	350.00	(350.00)	-						-	-
CERVANTES	ROSENDO, ORTIZ	YO YO	325.00	30.00	355.00	-					-	355.00
CHESSER	JUDITH	OFFICE	450.00		450.00	80.00					80.00	370.00
CHESSER	JOSEPH	CYCLONE	325.00		325.00	120.00			50.00	B	170.00	155.00
CHESSER	CHRISTOPHER	ZIPPER	350.00		350.00	120.00			50.00	B	170.00	180.00
COLIO	INES, APODACA	JUMP AROUND	350.00		350.00	20.00					20.00	330.00
CONLEY	ROOSEVELT	AMERICANA	325.00		325.00	120.00			70.00	D	190.00	135.00
EASLY	ROBERT	DRIVER	425.00		425.00	-					-	425.00
FLORES	JORGE, ARMONDO CARRANZA	ZIPPER	350.00		350.00	60.00	10.00				70.00	280.00
FLORES	EDGAR, OSVALDO CARRANZA	DRIVER/ZIPPER	350.00	40.00	390.00	40.00					40.00	350.00
FRIAS	MARCO, ANTONIO SCANDON	YO YO	325.00		325.00	40.00					40.00	285.00
GARCIA	RODOLFO, ALVAREZ	SLIDE	325.00		325.00	40.00					40.00	285.00
GARCIA	SALVADOR, ALVAREZ	DRIVER/SUPERVISOR	430.00	40.00	470.00	40.00					40.00	430.00
GUZMAN	RAUL	VOYAGER	325.00	40.00	365.00	-			70.00	D	70.00	295.00
HALL	JERRY	SHOP/DRIVER	500.00		500.00	-					-	500.00
HERNANDEZ	JULIAN, GARCIA	WORM	380.00	30.00	410.00	120.00					120.00	290.00
HERNANDEZ	MARIA, ISABEL GUERRA	JUMP AROUND	350.00		350.00	20.00					20.00	330.00
LOPEZ	ALBERTO, LUIS SANCHEZ	DRIVER	350.00	40.00	390.00						-	390.00
LOVE	DAVID	DRIVER	450.00		450.00	90.00					90.00	360.00
MCARTER	DEAN	OFFICE	300.00		300.00	-					-	300.00
MONTALVO	ISMAEL, VIVANCO	INDIO			-						-	-
NEMEYER	DON	DRIVER	425.00		425.00	40.00		50.00			40.00	385.00
NOLASCO	MIGUEL, ANGEL ALARCON	MARDI GRAS	325.00		325.00	60.00					60.00	265.00
NORWOOD	RICHARD, LEE	OFFICE	300.00		300.00	-					-	300.00
OJEDA	FRANCISCO, DE JESUS	LOLLIES	325.00		325.00	20.00					20.00	305.00
OLIVA	ISIDRO, MORALES	INDIO	350.00	(350.00)	-	-					-	-
PAREDES	JUAN	INDIO	505.00	(505.00)	-						-	-
PENA	JORGE, AGUILAR	SHREK	500.00		500.00	-					-	500.00
PIERCE	MATT	ZIPPER	325.00		325.00	80.00			70.00	D	150.00	175.00
RODRIGUEZ	JAVIER, CARBALLO	1001	325.00		325.00	40.00					40.00	285.00
ROJAS	AMANCIO, GONZALES	INDIO	350.00	(350.00)	-						-	-
ROMERO	ANTONIO	INDIO	350.00	(350.00)	-						-	-
SALVADOR	PRIMITIVO, MATEO	INDIO	325.00	(325.00)	-						-	-
SEDANO	FAUSTINO, ABURTO	BEARS/LOLLIES	350.00		350.00	60.00					60.00	290.00
SERVICE	JASON	SLIDE	325.00		325.00	120.00					120.00	205.00
SHAFFER	SALLY	OFFICE	300.00		300.00	-					-	300.00
SHINABERY	STEVEN, MATT	RING	350.00	40.00	390.00	140.00			70.00	D	210.00	180.00
TORRENCE	HUEY	RING	350.00		350.00	245.00		50.00			245.00	105.00
TRASLEVINA	ED	SHOP/DRIVER	300.00		300.00	-					-	300.00
VASQUEZ	DAVID	SANITATION/DRIVER	350.00	40.00	390.00	-		100.00	50.00	M	50.00	340.00
VASQUEZ	ASCENCION, ALEJO	AMERICANA	350.00		350.00	120.00					120.00	230.00
VERDUGO SR	JESUS	SHREK	325.00		325.00	80.00			50.00	B	130.00	195.00
WEST	PATTY	OFFICE	300.00		300.00	200.00					200.00	100.00
	TOTALS		18,580.00	(2660.00)	15,920.00	2,435.00	10.00	200.00	530.00		2,975.00	12,945.00
											RENT	530.00
												13,475.00

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Payslips

INDIO 2013

02/11/2013 - 02/17/2013

and 02/18/2013 - 02/24/2013

2/11 - 2/24/13

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LOCATION: I
WEEK ENDING:

NAME:

SIGNATURE:

LOCATION: I
WEEK ENDING: 2/19/2013

GROSS PAY: 404.-

NAME: Yvette Martinez

SIGNATURE: Confidential

LOCATION: INDIO
WEEK ENDING: 2/19/2013

GROSS PAY: 450

NAME: Sarah Jones

SIGNATURE: Confidential

LOCATION: INDIO
WEEK ENDING: 2/19/2013

GROSS PAY: 422.80

NAME: Yvonne Yaubery

SIGNATURE: But Confidential Confidential

LOCATION INDIO
WEEK ENDING: 2/19/2013

GROSS PAY: 402

NAME: Jessica ~~Homstead~~ Homstad

SIGNATURE: Confidential

LOCATION: INDIO
WEEK ENDING: 2/19/2013

GROSS PAY: $416

NAME: Tina Lamere

SIGNATURE: Confidential

LOCATION: INDIO
WEEK ENDING: 2/19/2013

GROSS PAY: 387

NAME: Rebbeca Lollis

SIGNATURE: Confidential

LOCATION INDIO
WEEK ENDING: 2/19/2013

GROSS PAY: 457

NAME: Donna Robinson

SIGNATURE: Confidential

LOCATION: INDIO
WEEK ENDING: 2/19/2013

GROSS PAY: 436.-

NAME: Jamie Dandridge

SIGNATURE: Confidential

LOCATION: INDIO
WEEK ENDING: 2/19/2013

GROSS PAY: $740.

NAME: Ollie Murray

SIGNATURE: Confidential

LOCATION: **INDIO**
WEEK ENDING: ***2/19/2013***

GROSS PAY: 250.-

NAME: Julie Griffiths

SIGNATURE: Confidential

LOCATION: **INDIO**
WEEK ENDING: ***2/19/2013***

GROSS PAY: 388.

NAME: Lila

SIGNATURE: Confidential

LOCATION: **INDIO**
WEEK ENDING: ***2/19/2013***

GROSS PAY: 340.

NAME: Karen Harris

SIGNATURE: Confidential

PAY: $500.00
DRAWS:
NET: $500.00

NAME: JOSE IVAN ORTEGA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	2.5	5.5
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	2/14/2013	9 A.M.	5 P.M.	3	5
FRIDAY	2/15/2013	9 A.M.	12 A.M.	8	7
SATURDAY	2/16/2013	9 A.M	12 A.M.	11	4
SUNDAY	2/17/2013	9 A.M	12 A.M.	10	5

WORKWEEK HOURS TOTAL: 38.5

EMPLOYEE SIGNATURE: Confidential

PAY: $365.00
DRAWS:
NET: $365.00

NAME: ANTONIO GARCIA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	2.5	5.5
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	1	7
THURSDAY	2/14/2013	9 A.M.	5 P.M.	2	6
FRIDAY	2/15/2013	9 A.M.	12 A.M.	8	7
SATURDAY	2/16/2013	9 A.M	12 A.M.	12	3
SUNDAY	2/17/2013	9 A.M	12 A.M.	11	4

WORKWEEK HOURS TOTAL: 38

Confidential

EMPLOYEE SIGNATURE:

PAY: $325.00
DRAWS:
NET: $325.00

NAME: JAVIER SALVADORE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	2	6
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	2	6
THURSDAY	2/14/2013	9 A.M.	5 P.M.	4	4
FRIDAY	2/15/2013	9 A.M.	12 A.M.	10	5
SATURDAY	2/16/2013	9 A.M	12 A.M.	10	5
SUNDAY	2/17/2013	9 A.M	12 A.M.	9	6

WORKWEEK HOURS TOTAL: 37.5

Confidential

EMPLOYEE SIGNATURE:

PAY: $200.00
DRAWS: $40.00
NET: $160.00

NAME: WADE VARELA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	OFF	OFF	0	0
TUESDAY	2/12/2013	OFF	OFF	0	0
WEDNESDAY	2/13/2013	OFF	OFF	0	0
THURSDAY	2/14/2013	9 A.M.	5 P.M.	2	6
FRIDAY	2/15/2013	9 A.M.	12 A.M.	8	7
SATURDAY	2/16/2013	9 A.M	12 A.M.	11	4
SUNDAY	2/17/2013	9 A.M	12 A.M.	10	5

WORKWEEK HOURS TOTAL: 22

EMPLOYEE SIGNATURE: Butler's

Confidential

PAY: $500.00
DRAWS:
NET: $500.00

NAME: RON PAREDES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	2	6
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2	6
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	6	2
THURSDAY	2/14/2013	9 A.M.	5 P.M.	6	2
FRIDAY	2/15/2013	9 A.M.	5 P.M.	2	6
SATURDAY	2/16/2013	9 A.M	5 P.M.	5	3
SUNDAY	2/17/2013	9 A.M	12 A.M.	7	8

WORKWEEK HOURS TOTAL: 33

EMPLOYEE SIGNATURE: Confidential

PAY: $92.86
DRAWS: $0.00
NET: $92.86

NAME: MARICRUZ ROCHA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/14/1963	OFF	OFF	0	0
TUESDAY	2/14/1973	OFF	OFF	0	0
WEDNESDAY	2/15/1983	OFF	OFF	0	0
THURSDAY	2/15/1993	OFF	OFF	0	0
FRIDAY	2/16/2003	OFF	OFF	0	0
SATURDAY	2/16/2013	9 A.M	11 P.M.	8	6
SUNDAY	2/17/2023	9 A.M	12 A.M.	10	5

WORKWEEK HOURS TOTAL: 11

EMPLOYEE SIGNATURE: Confidential

PAY: $350.00
DRAWS: $40.00
NET: $310.00

NAME: GABRIELLE BELLO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	2.5	5.5
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	2/14/2013	9 A.M.	5 P.M.	2	6
FRIDAY	2/15/2013	9 A.M.	12 A.M.	8	7
SATURDAY	2/16/2013	9 A.M	12 A.M.	11	4
SUNDAY	2/17/2013	9 A.M	12 A.M.	10	5

WORKWEEK HOURS TOTAL: 39.5

EMPLOYEE SIGNATURE: Confidential

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PAY: $400.00
DRAWS: $15.00
NET: $385.00

NAME: EDUARDO MOTA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	2.5	5.5
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	2/14/2013	9 A.M.	5 P.M.	2	6
FRIDAY	2/15/2013	9 A.M.	12 A.M.	8	7
SATURDAY	2/16/2013	9 A.M	12 A.M.	11	4
SUNDAY	2/17/2013	9 A.M	12 A.M.	10	5

WORKWEEK HOURS TOTAL: 38.5

Confidential

EMPLOYEE SIGNATURE: _____

PAY: $400.00
DRAWS: $0.00
NET: $400.00

NAME: ROBERTO SANCHEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	3	5
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	2	6
THURSDAY	2/14/2013	9 A.M.	5 P.M.	4	4
FRIDAY	2/15/2013	9 A.M.	12 A.M.	10	5
SATURDAY	2/16/2013	9 A.M	12 A.M.	10	5
SUNDAY	2/17/2013	9 A.M	12 A.M.	9	6

WORKWEEK HOURS TOTAL: 36.5

Confidential

EMPLOYEE SIGNATURE: _____

PAY: $425.00
DRAWS: $40.00
NET: $385.00

NAME: ROSALINO GONZALEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	2	6
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	2	6
THURSDAY	2/14/2013	9 A.M.	5 P.M.	2	6
FRIDAY	2/15/2013	9 A.M.	12 A.M.	10	5
SATURDAY	2/16/2013	9 A.M	12 A.M.	10.5	4.5
SUNDAY	2/17/2013	9 A.M	12 A.M.	9	6

WORKWEEK HOURS TOTAL: 39

Confidential

EMPLOYEE SIGNATURE: _____

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Butler000128

PAY: $325.00
DRAWS: $40.00
NET: $285.00

NAME: ALFONSO ALVARDO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOUI
MONDAY	2/11/2013	9 A.M.	5 P.M.	2.5	5.5
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	2/14/2013	9 A.M.	5 P.M.	2	6
FRIDAY	2/15/2013	9 A.M.	12 A.M.	8	7
SATURDAY	2/16/2013	9 A.M	12 A.M.	11	4
SUNDAY	1/17/2013	9 A.M	12 A.M.	10	5

WORKWEEK HOURS TOTAL: 39.5

EMPLOYEE SIGNATURE: Confidential

PAY: $500.00
DRAWS: $40.00
NET: 460.00

NAME: JULIO GASCA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	2.5	5.5
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	1	7
THURSDAY	2/14/2013	9 A.M.	5 P.M.	2	6
FRIDAY	2/15/2013	9 A.M.	12 A.M.	8	7
SATURDAY	2/16/2013	9 A.M	12 A.M.	11	4
SUNDAY	2/17/2013	9 A.M	12 A.M.	11	4

WORKWEEK HOURS TOTAL: 39

EMPLOYEE SIGNATURE: Confidential

PAY: $350.00
DRAWS: $160.00
NET: $190.00

NAME: JOHNNIE FLORES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	2	6
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	2	6
THURSDAY	2/14/2013	9 A.M.	5 P.M.	2	6
FRIDAY	2/15/2013	9 A.M.	12 A.M.	10	5
SATURDAY	2/16/2013	9 A.M	12 A.M.	10	5
SUNDAY	2/17/2013	9 A.M	12 A.M.	9	6

WORKWEEK HOURS TOTAL: 39.5

EMPLOYEE SIGNATURE: Confidential

Butler's Exh. 20, p. 129

PAY: $500.00
DRAWS: $20.00
NET: $480.00

NAME: SAUL ESTUDILLO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	2	6
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	2	6
THURSDAY	2/14/2013	9 A.M.	5 P.M.	4	4
FRIDAY	2/15/2013	9 A.M.	12 A.M.	10	5
SATURDAY	2/16/2013	9 A.M	12 A.M.	10	5
SUNDAY	2/17/2013	9 A.M	12 A.M.	9	6

WORKWEEK HOURS TOTAL: 37.5

EMPLOYEE SIGNATURE: Confidential

PAY: $350.00
DRAWS: $80.00
NET: $270.00

NAME: RICARDO RUIZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	2	6
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	2	6
THURSDAY	2/14/2013	9 A.M.	5 P.M.	3	5
FRIDAY	2/15/2013	9 A.M.	12 A.M.	9	6
SATURDAY	2/16/2013	9 A.M	12 A.M.	10	5
SUNDAY	2/17/2013	9 A.M	12 A.M.	10	5

WORKWEEK HOURS TOTAL: 38.5

EMPLOYEE SIGNATURE: Confidential

PAY: $395.00
DRAWS: $80.00
NET: $315.00

NAME: ARNULFO GARCIA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	2	6
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	2	6
THURSDAY	2/14/2013	9 A.M.	5 P.M.	4	4
FRIDAY	2/15/2013	9 A.M.	12 A.M.	9	6
SATURDAY	2/16/2013	9 A.M	12 A.M.	10	5
SUNDAY	2/17/2013	9 A.M	12 A.M.	9	6

WORKWEEK HOURS TOTAL: 38.5

EMPLOYEE SIGNATURE: Confidential

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PAY: _____

DRAWS: _____

NET: $ _____

NAME: STEPHANIE MARTINEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HO
MONDAY	2/11/2013	9 A.M.	5 P.M.	2	6
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2	6
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	2	6
THURSDAY	2/14/2013	9 A.M.	5 P.M.	2	6
FRIDAY	2/15/2013	9 A.M.	12 A.M.	10	5
SATURDAY	2/16/2013	9 A.M	12 A.M.	10	5
SUNDAY	2/17/2013	9 A.M	12 A.M.	10	5

WORKWEEK HOURS TOTAL: 39

EMPLOYEE SIGNATURE: Confidential

PAY: $600.00

DRAWS: _____

NET: $600.00

NAME: HUGO RONQUILLO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	2	6
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	2	6
THURSDAY	2/14/2013	9 A.M.	5 P.M.	2	6
FRIDAY	2/15/2013	9 A.M.	12 A.M.	10	5
SATURDAY	2/16/2013	9 A.M	12 A.M.	10	5
SUNDAY	2/17/2013	9 A.M	12 A.M.	9	6

WORKWEEK HOURS TOTAL: 39.5

EMPLOYEE SIGNATURE: Confidential

PAY: $350.00

DRAWS: $60.00

NET: $290.00

NAME: ANTONIO ARMENTA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	2.5	5.5
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	2/14/2013	9 A.M.	5 P.M.	2	6
FRIDAY	2/15/2013	9 A.M.	12 A.M.	8	7
SATURDAY	2/16/2013	9 A.M	12 A.M.	11	4
SUNDAY	2/17/2013	9 A.M	12 A.M.	10	5

WORKWEEK HOURS TOTAL: 39.5

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: ANGEL LOPEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	2.5	5.5
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	1	7
THURSDAY	2/14/2013	9 A.M.	5 P.M.	2	6
FRIDAY	2/15/2013	9 A.M.	12 A.M.	9	6
SATURDAY	2/16/2013	9 A.M	12 A.M.	10	5
SUNDAY	2/17/2013	9 A.M	12 A.M.	11	4

WORKWEEK HOURS TOTAL: 39

EMPLOYEE SIGNATURE: Confidential

PAY: $375.00
DRAWS: $40.00
NET: $335.00

NAME: EDILBERTO GONZALEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	2.5	5.5
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	2/14/2013	9 A.M.	5 P.M.	2	6
FRIDAY	2/15/2013	9 A.M.	12 A.M.	8	7
SATURDAY	2/16/2013	9 A.M	12 A.M.	11	4
SUNDAY	2/17/2013	9 A.M	12 A.M.	10	5

WORKWEEK HOURS TOTAL: 39.5

EMPLOYEE SIGNATURE: Confidential

PAY: $400.00
DRAWS:
NET: $400.00

NAME: JERONIMO GUZMAN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	2.5	5.5
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	1	7
THURSDAY	2/14/2013	9 A.M.	5 P.M.	2	6
FRIDAY	2/15/2013	9 A.M.	12 A.M.	9	6
SATURDAY	2/16/2013	9 A.M	12 A.M.	11	4
SUNDAY	2/17/2013	9 A.M	12 A.M.	11	4

WORKWEEK HOURS TOTAL: 38

EMPLOYEE SIGNATURE: Confidential

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PAY: $375.00
DRAWS: $0.00
NET: $375.00

NAME: GERMAN ALARCON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	2	6
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	2	6
THURSDAY	2/14/2013	9 A.M.	5 P.M.	4	4
FRIDAY	2/15/2013	9 A.M.	12 A.M.	9	6
SATURDAY	2/16/2013	9 A.M	12 A.M.	10	5
SUNDAY	2/17/2013	9 A.M	12 A.M.	9	6

WORKWEEK HOURS TOTAL: 38.5

EMPLOYEE SIGNATURE: Confidential

PAY: $185.71
DRAWS: $0.00
NET: $185.71

NAME: ENODINO JUAREZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	OFF	OFF	0	0
TUESDAY	2/12/2013	OFF	OFF	0	0
WEDNESDAY	2/13/2013	OFF	OFF	0	0
THURSDAY	2/14/2013	9 A.M.	5 P.M.	2	6
FRIDAY	2/15/2013	9 A.M.	12 A.M.	8	7
SATURDAY	2/16/2013	9 A.M	12 A.M.	10	5
SUNDAY	2/17/2013	9 A.M	12 A.M.	10	5

WORKWEEK HOURS TOTAL: 23

EMPLOYEE SIGNATURE: Confidential

PAY: $470.00
DRAWS: $0.00
NET: $470.00

NAME: OMAR PEDRO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	2.5	5.5
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	2/14/2013	9 A.M.	5 P.M.	2	6
FRIDAY	2/15/2013	9 A.M.	12 A.M.	8	7
SATURDAY	2/16/2013	9 A.M	12 A.M.	11	4
SUNDAY	2/17/2013	9 A.M	12 A.M.	10	5

WORKWEEK HOURS TOTAL: 38.5

EMPLOYEE SIGNATURE: Confidential

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PAY: $350.00
DRAWS: $80.00
NET: $270.00

NAME: JOSE MENDEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	2.5	5.5
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	1	7
THURSDAY	2/14/2013	9 A.M.	5 P.M.	2	6
FRIDAY	2/15/2013	9 A.M.	12 A.M.	8	7
SATURDAY	2/16/2013	9 A.M	12 A.M.	12	3
SUNDAY	2/17/2013	9 A.M	12 A.M.	11	4

WORKWEEK HOURS TOTAL: 38

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $350.00
DRAWS:
NET: $350.00

NAME: ISIDRO MORALES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	2	6
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	2	6
THURSDAY	2/14/2013	9 A.M.	5 P.M.	2	6
FRIDAY	2/15/2013	9 A.M.	12 A.M.	10	5
SATURDAY	2/16/2013	9 A.M	12 A.M.	10	5
SUNDAY	2/17/2013	9 A.M	12 A.M.	9	6

WORKWEEK HOURS TOTAL: 39.5

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $500.00
DRAWS: $0.00
NET: $500.00

SERGIO GUZMAN

DATE	IN	OUT	BREAKS	TOTAL HOURS
2/11/2013	9 A.M.	5 P.M.	2.5	5.5
2/12/2013	9 A.M.	5 P.M.	2.5	5.5
2/13/2013	9 A.M.	5 P.M.	3.5	4.5
2/14/2013	9 A.M.	5 P.M.	3	5
2/15/2013	9 A.M.	12 A.M.	8	7
2/16/2013	9 A.M	12 A.M.	10	5
2/17/2013	9 A.M	12 A.M.	10	5

37.5

Confidential [redacted]

Butler's Exh. [redacted] 134

PAY: $400.00
DRAWS:
NET: $400.00

NAME: DANIEL BARRIOS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOUR
MONDAY	2/11/2013	9 A.M.	5 P.M.	2.5	5.5
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	2/14/2013	9 A.M.	5 P.M.	2	6
FRIDAY	2/15/2013	9 A.M.	12 A.M.	8	7
SATURDAY	2/16/2013	9 A.M	12 A.M.	11	4
SUNDAY	2/17/2013	9 A.M	12 A.M.	10	5

WORKWEEK HOURS TOTAL: 39.5

Confidential

EMPLOYEE SIGNATURE: [redacted]

PAY: $375.00
DRAWS:
NET: $375.00

NAME: ANDRES ANDRADE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	2	6
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	2	6
THURSDAY	2/14/2013	9 A.M.	5 P.M.	2	6
FRIDAY	2/15/2013	9 A.M.	12 A.M.	10	5
SATURDAY	2/16/2013	9 A.M	12 A.M.	10	5
SUNDAY	2/17/2013	9 A.M	12 A.M.	9	6

WORKWEEK HOURS TOTAL: 39.5

Confidential

EMPLOYEE SIGNATURE: [redacted]

PAY: $430.00
DRAWS: $40.00
NET: $390.00

NAME: ALBERTO BENEVIDES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	2.5	5.5
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	1	7
THURSDAY	2/14/2013	9 A.M.	5 P.M.	2	6
FRIDAY	2/15/2013	9 A.M.	12 A.M.	8	7
SATURDAY	2/16/2013	9 A.M	12 A.M.	11	4
SUNDAY	2/17/2013	9 A.M	12 A.M.	11	4

WORKWEEK HOURS TOTAL: 39

Confidential

EMPLOYEE SIGNATURE: [redacted]

Butler's Exh. 26, p. 135

Butler000135

PAY: $325.00
DRAWS: $40.00
NET: $285.00

NAME: MARIANO ROA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	2	6
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	2	6
THURSDAY	2/14/2013	9 A.M.	5 P.M.	3	5
FRIDAY	2/15/2013	9 A.M.	12 A.M.	9	6
SATURDAY	2/16/2013	9 A.M	12 A.M.	10	5
SUNDAY	2/17/2013	9 A.M	12 A.M.	9	6

WORKWEEK HOURS TOTAL: 39.5

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $350.00
DRAWS:
NET: $350.00

NAME: BENJAMIN CASTRO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	2.5	5.5
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	1	7
THURSDAY	2/14/2013	9 A.M.	5 P.M.	2	6
FRIDAY	2/15/2013	9 A.M.	12 A.M.	8	7
SATURDAY	2/16/2013	9 A.M	12 A.M.	12	3
SUNDAY	2/17/2013	9 A.M	12 A.M.	11	4

WORKWEEK HOURS TOTAL: 38

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $325.00
DRAWS: $95.00
NET: $230.00

NAME: RAUL SEDANO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	2	6
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	2	6
THURSDAY	2/14/2013	9 A.M.	5 P.M.	2	6
FRIDAY	2/15/2013	9 A.M.	12 A.M.	10	5
SATURDAY	2/16/2013	9 A.M	12 A.M.	10	5
SUNDAY	2/17/2013	9 A.M	12 A.M.	9	6

WORKWEEK HOURS TOTAL: 39.5

EMPLOYEE SIGNATURE: Confidential [redacted]

Butler's Exh. 26, p. 136

PAY: $575.00
DRAWS: $40.00
NET: $535.00

NAME: CARLOS ARMENTA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	2.5	5.5
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	2/14/2013	9 A.M.	5 P.M.	2	6
FRIDAY	2/15/2013	9 A.M.	12 A.M.	8	7
SATURDAY	2/16/2013	9 A.M	12 A.M.	11	4
SUNDAY	2/17/2013	9 A.M	12 A.M.	10	5

WORKWEEK HOURS TOTAL: 39.5

EMPLOYEE SIGNATURE: [redacted] Confidential

PAY: $400.00
DRAWS: $0.00
NET: $400.00

NAME: JOSE CIRO SANCHEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	2.5	5.5
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	2/14/2013	9 A.M.	5 P.M.	2	6
FRIDAY	2/15/2013	9 A.M.	12 A.M.	8	7
SATURDAY	2/16/2013	9 A.M	12 A.M.	10	5
SUNDAY	2/17/2013	9 A.M	12 A.M.	10	5

WORKWEEK HOURS TOTAL: 39.5

EMPLOYEE SIGNATURE: [redacted] Confidential

PAY: $425.00
DRAWS: $40.00
NET: $385.00

NAME: JUAN RUIZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	2	6
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	2	6
THURSDAY	2/14/2013	9 A.M.	5 P.M.	3	5
FRIDAY	2/15/2013	9 A.M.	12 A.M.	9	6
SATURDAY	2/16/2013	9 A.M	12 A.M.	10	5
SUNDAY	2/17/2013	9 A.M	12 A.M.	10	5

WORKWEEK HOURS TOTAL: 38.5

EMPLOYEE SIGNATURE: [redacted] Confidential

Butler's Exh. 20, p. 137

PAY: $375.00
DRAWS: $40.00
NET: $335.00

NAME: GUADALUPE RODRIGUEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	2.5	5.5
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	2/14/2013	9 A.M.	5 P.M.	2	6
FRIDAY	2/15/2013	9 A.M.	12 A.M.	8	7
SATURDAY	2/16/2013	9 A.M	12 A.M.	11	4
SUNDAY	2/17/2013	9 A.M	12 A.M.	10	5

WORKWEEK HOURS TOTAL: 39.5

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS:
NET: $325.00

NAME: CONSUELO MEJIA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	2	6
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	3	5
THURSDAY	2/14/2013	9 A.M.	5 P.M.	2	6
FRIDAY	2/15/2013	9 A.M.	12 A.M.	10	5
SATURDAY	2/16/2013	9 A.M	12 A.M.	10	5
SUNDAY	2/17/2013	9 A.M	12 A.M.	9	6

WORKWEEK HOURS TOTAL: Confidential 38.5

EMPLOYEE SIGNATURE: Confidential

PAY: $500.00
DRAWS: $220.00
NET: $280.00

NAME: GUSTAVO GAMERO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	2.5	5.5
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	2/14/2013	9 A.M.	5 P.M.	2	6
FRIDAY	2/15/2013	9 A.M.	12 A.M.	8	7
SATURDAY	2/16/2013	9 A.M	12 A.M.	10	5
SUNDAY	2/17/2013	9 A.M	12 A.M.	10	5

WORKWEEK HOURS TOTAL: 39.5

EMPLOYEE SIGNATURE: Confidential

Butler's Exh. 26, p. 138

PAY: $745.00
DRAWS: 180
NET: 565

NAME: ANTONIO MENDEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOUI
MONDAY	2/11/2013	9 A.M.	5 P.M.	2.5	5.5
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	2/14/2013	9 A.M.	5 P.M.	2	6
FRIDAY	2/15/2013	9 A.M.	12 A.M.	8	7
SATURDAY	2/16/2013	9 A.M	12 A.M.	11	4
SUNDAY	2/17/2013	9 A.M	12 A.M.	10	5

WORKWEEK HOURS TOTAL: 39.5

EMPLOYEE SIGNATURE: Confidential

PAY: $500.00
DRAWS: $40.00
NET: $460.00

NAME: CARLOS RIVERA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	2.5	5.5
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	2/14/2013	9 A.M.	5 P.M.	2	6
FRIDAY	2/15/2013	9 A.M.	12 A.M.	8	7
SATURDAY	2/16/2013	9 A.M	12 A.M.	11	4
SUNDAY	2/17/2013	9 A.M	12 A.M.	10	5

WORKWEEK HOURS TOTAL: 39.5

EMPLOYEE SIGNATURE: Confidential

PAY: $350.00
DRAWS:
NET: $350.00

NAME: JUAN PUAC

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	2.5	5.5
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	2/14/2013	9 A.M.	5 P.M.	2	6
FRIDAY	2/15/2013	9 A.M.	12 A.M.	8	7
SATURDAY	2/16/2013	9 A.M	12 A.M.	11	4
SUNDAY	2/17/2013	9 A.M	12 A.M.	10	5

WORKWEEK HOURS TOTAL: 38.5

EMPLOYEE SIGNATURE: Confidential

Butler's Exh. 26, p. 139

PAY: $350.00
DRAWS: $200.00
NET: $150.00

NAME: STEVEN BINNEBOSE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	2	6
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	2	6
THURSDAY	2/14/2013	9 A.M.	5 P.M.	2	6
FRIDAY	2/15/2013	9 A.M.	12 A.M.	10	5
SATURDAY	2/16/2013	9 A.M	12 A.M.	10	5
SUNDAY	2/17/2013	9 A.M	12 A.M.	9	6

WORKWEEK HOURS TOTAL: 39.5

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS:
NET: $325.00

NAME: PRIMITIVO SALVADORE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	2	6
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	2	6
THURSDAY	2/14/2013	9 A.M.	5 P.M.	2	6
FRIDAY	2/15/2013	9 A.M.	12 A.M.	10	5
SATURDAY	2/16/2013	9 A.M	12 A.M.	10	5
SUNDAY	2/17/2013	9 A.M	12 A.M.	9	6

WORKWEEK HOURS TOTAL: 39.5

EMPLOYEE SIGNATURE: Confidential

PAY: $650.00
DRAWS: $100.00
NET: $550.00

NAME: BENNY HILL

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	2	6
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	3	5
THURSDAY	2/14/2013	9 A.M.	5 P.M.	2	6
FRIDAY	2/15/2013	9 A.M.	12 A.M.	10	5
SATURDAY	2/16/2013	9 A.M	12 A.M.	10	5
SUNDAY	2/17/2013	9 A.M	12 A.M.	9	6

WORKWEEK HOURS TOTAL: 38.5

EMPLOYEE SIGNATURE: Confidential

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PAY: $350.00
DRAWS: $40.00
NET: $310.00

NAME: RAUL SEVERO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	2.5	5.5
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	3.5	4.5
THURSDAY	2/14/2013	9 A.M.	5 P.M.	3	5
FRIDAY	2/15/2013	9 A.M.	12 A.M.	8	7
SATURDAY	2/16/2013	9 A.M	12 A.M.	10	5
SUNDAY	2/17/2013	9 A.M	12 A.M.	10	5

WORKWEEK HOURS TOTAL: 37.5

EMPLOYEE SIGNATURE: Confidential

PAY: $232.14
DRAWS: $80.00
NET: $152.14

NAME: ARTIE SUAREZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	OFF	OFF	0	0
TUESDAY	2/12/2013	OFF	OFF	0	0
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	2	6
THURSDAY	2/14/2013	9 A.M.	5 P.M.	4	4
FRIDAY	2/15/2013	9 A.M.	12 A.M.	10	5
SATURDAY	2/16/2013	9 A.M	12 A.M.	10	5
SUNDAY	2/17/2013	9 A.M	12 A.M.	9	6

WORKWEEK HOURS TOTAL: 26

EMPLOYEE SIGNATURE: Confidential

PAY: $375.00
DRAWS: $160.00
NET: $215.00

NAME: CARLOS HERRERA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	2.5	5.5
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	2/14/2013	9 A.M.	5 P.M.	2	6
FRIDAY	2/15/2013	9 A.M.	12 A.M.	8	7
SATURDAY	2/16/2013	9 A.M	12 A.M.	11	4
SUNDAY	2/17/2013	9 A.M	12 A.M.	11	4

WORKWEEK HOURS TOTAL: 38.5

EMPLOYEE SIGNATURE: Confidential

PAY: $500.00
DRAWS:
NET: $500.00

NAME: FERNANDO PREZA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	2.5	5.5
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	2/14/2013	9 A.M.	5 P.M.	2	6
FRIDAY	2/15/2013	9 A.M.	12 A.M.	8	7
SATURDAY	2/16/2013	9 A.M	12 A.M.	11	4
SUNDAY	2/17/2013	9 A.M	12 A.M.	10	5

WORKWEEK HOURS TOTAL: 38.5

EMPLOYEE SIGNATURE: [redacted] Confidential

PAY: $400.00
DRAWS: ~~$40.00~~
NET: ~~$400.00~~ 360

NAME: CARLOS PERDOMO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	2.5	5.5
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	2/14/2013	9 A.M.	5 P.M.	2	6
FRIDAY	2/15/2013	9 A.M.	12 A.M.	8	7
SATURDAY	2/16/2013	9 A.M	12 A.M.	11	4
SUNDAY	2/17/2013	9 A.M	12 A.M.	10	5

WORKWEEK HOURS TOTAL: 38.5

EMPLOYEE SIGNATURE: [redacted] Confidential

PAY: $375.00
DRAWS: $80.00
NET: $295.00

NAME: MANOLO MUNOZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	2	6
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	2	6
THURSDAY	2/14/2013	9 A.M.	5 P.M.	2	6
FRIDAY	2/15/2013	9 A.M.	12 A.M.	11	4
SATURDAY	2/16/2013	9 A.M	12 A.M.	10	5
SUNDAY	2/17/2013	9 A.M	12 A.M.	9	6

WORKWEEK HOURS TOTAL: 38.5

EMPLOYEE SIGNATURE: [redacted] Confidential

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PAY: $350.00
DRAWS:
NET: $350.00

NAME: JOAN HERRERA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	2	6
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	2	6
THURSDAY	2/14/2013	9 A.M.	5 P.M.	3	5
FRIDAY	2/15/2013	9 A.M.	12 A.M.	9	6
SATURDAY	2/16/2013	9 A.M	12 A.M.	10	5
SUNDAY	2/17/2013	9 A.M	12 A.M.	10	5

WORKWEEK HOURS TOTAL: 38.5

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $500.00
DRAWS: $140.00
NET: $360.00

DANIEL ANDRADE

DATE	IN	OUT	BREAKS	TOTAL HOURS
2/11/2013	9 A.M.	5 P.M.	2.5	5.5
2/12/2013	9 A.M.	5 P.M.	2.5	5.5
2/13/2013	9 A.M.	5 P.M.	2.5	5.5
2/14/2013	9 A.M.	5 P.M.	3	5
2/15/2013	9 A.M.	12 A.M.	8	7
2/16/2013	9 A.M	12 A.M.	10	5
2/17/2013	9 A.M	12 A.M.	10	5

38.5

NATURE: Confidential [redacted]

PAY: $350.00
DRAWS:
NET: $350.00

NAME: MARTHA VARGAS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	2	6
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2	6
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	2	6
THURSDAY	2/14/2013	9 A.M.	5 P.M.	2	6
FRIDAY	2/15/2013	9 A.M.	12 A.M.	10	5
SATURDAY	2/16/2013	9 A.M	12 A.M.	11	4
SUNDAY	2/17/2013	9 A.M	12 A.M.	9	6

WORKWEEK HOURS TOTAL: 39

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $375.00
DRAWS: $40.00
NET: $335.00

NAME: ISIDRO SALAZAR

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	2	6
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	2	6
THURSDAY	2/14/2013	9 A.M.	5 P.M.	2	6
FRIDAY	2/15/2013	9 A.M.	12 A.M.	10	5
SATURDAY	2/16/2013	9 A.M	12 A.M.	11	4
SUNDAY	2/17/2013	9 A.M	12 A.M.	9	6

WORKWEEK HOURS TOTAL: 38.5

Confidential

OYEE SIGNATURE:

PAY: $410.00
DRAWS:
NET: $410.00

NAME: JULIO MARTINEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	2.5	5.5
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	2/14/2013	9 A.M.	5 P.M.	3	5
FRIDAY	2/15/2013	9 A.M.	12 A.M.	8	7
SATURDAY	2/16/2013	9 A.M	12 A.M.	11	4
SUNDAY	2/17/2013	9 A.M	12 A.M.	10	5

WORKWEEK HOURS TOTAL: 38.5

Confidential

EMPLOYEE SIGNATURE:

PAY: $185.71
DRAWS: $40.00
NET: $145.71

NAME: VICTOR MARTINEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	OFF	OFF	0	0
TUESDAY	2/12/2013	OFF	OFF	0	0
WEDNESDAY	2/13/2013	OFF	OFF	0	0
THURSDAY	2/14/2013	9 A.M.	5 P.M.	2	6
FRIDAY	2/15/2013	9 A.M.	12 A.M.	10	5
SATURDAY	2/16/2013	9 A.M	12 A.M.	10	5
SUNDAY	2/17/2013	9 A.M	12 A.M.	9	6

WORKWEEK HOURS TOTAL: 22

Confidential

EMPLOYEE SIGNATURE:

Butler's Ex. 26, p. 144

Butler000144

PAY: $375.00
DRAWS: $0.00
NET: $375.00

NAME: JESUS MARTINEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	2	6
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	2	6
THURSDAY	2/14/2013	9 A.M.	5 P.M.	2	6
FRIDAY	2/15/2013	9 A.M.	12 A.M.	10	5
SATURDAY	2/16/2013	9 A.M	12 A.M.	10	5
SUNDAY	2/17/2013	9 A.M	12 A.M.	9	6

WORKWEEK HOURS TOTAL: 39.5

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $325.00
DRAWS: $40.00
NET: $285.00

NAME: PEDRO LOZANO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	2	6
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	2	6
THURSDAY	2/14/2013	9 A.M.	5 P.M.	2	6
FRIDAY	2/15/2013	9 A.M.	12 A.M.	10	5
SATURDAY	2/16/2013	9 A.M	12 A.M.	11	4
SUNDAY	2/17/2013	9 A.M	12 A.M.	9	6

WORKWEEK HOURS TOTAL: 38.5

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $375.00
DRAWS: $40.00
NET: $335.00

NAME: DAVID HERNANDEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	2.5	5.5
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	2/14/2013	9 A.M.	5 P.M.	3	5
FRIDAY	2/15/2013	9 A.M.	12 A.M.	8	7
SATURDAY	2/16/2013	9 A.M	12 A.M.	11	4
SUNDAY	2/17/2013	9 A.M	12 A.M.	10	5

WORKWEEK HOURS TOTAL: 38.5

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $375.00
DRAWS: $80.00
NET: $295.00

NAME: RAUL BAEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	2	6
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	2	6
THURSDAY	2/14/2013	9 A.M.	5 P.M.	4	4
FRIDAY	2/15/2013	9 A.M.	12 A.M.	10	5
SATURDAY	2/16/2013	9 A.M	12 A.M.	10	5
SUNDAY	2/17/2013	9 A.M	12 A.M.	9	6

WORKWEEK HOURS TOTAL: 37.5

Confidential

EMPLOYEE SIGNATURE:

PAY: $350.00
DRAWS:
NET: $350.00

NAME: EDUARDO CERVANTES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	2	6
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	2	6
THURSDAY	2/14/2013	9 A.M.	5 P.M.	4	4
FRIDAY	2/15/2013	9 A.M.	12 A.M.	10	5
SATURDAY	2/16/2013	9 A.M	12 A.M.	10	5
SUNDAY	2/17/2013	9 A.M	12 A.M.	9	6

WORKWEEK HOURS TOTAL: 37.5

Confidential

EMPLOYEE SIGNATURE:

PAY: $325.00
DRAWS: 120
NET: 205

NAME: HENRY LARA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	OFF	OFF	0	0
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	3.5	4.5
THURSDAY	2/14/2013	9 A.M.	5 P.M.	3	5
FRIDAY	2/15/2013	9 A.M.	12 A.M.	8	7
SATURDAY	2/16/2013	9 A.M	12 A.M.	10	5
SUNDAY	2/17/2013	9 A.M	12 A.M.	10	5

WORKWEEK HOURS TOTAL: 32

Confidential

EMPLOYEE SIGNATURE:

Butler's Exh. 26, p. 146

PAY: $185.71
DRAWS: $40.00
NET: $145.71

NAME: THOMAS HENS[illegible]

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	OFF	OFF	0	0
TUESDAY	2/12/2013	OFF	OFF	0	0
WEDNESDAY	2/13/2013	OFF	OFF	0	0
THURSDAY	2/14/2013	9 A.M.	5 P.M.	2	6
FRIDAY	2/15/2013	9 A.M.	12 A.M.	8	7
SATURDAY	2/16/2013	9 A.M	12 A.M.	11	4
SUNDAY	2/17/2013	9 A.M	12 A.M.	10	5

WORKWEEK HOURS TOTAL: 22

EMPLOYEE SIGNATURE: Confidential

PAY: $350.00
DRAWS: $40.00
NET: $310.00

NAME: JESUS GRAJALES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	2.5	5.5
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	2/14/2013	9 A.M.	5 P.M.	2	6
FRIDAY	2/15/2013	9 A.M.	12 A.M.	8	7
SATURDAY	2/16/2013	9 A.M	12 A.M.	11	4
SUNDAY	2/17/2013	9 A.M	12 A.M.	10	5

WORKWEEK HOURS TOTAL: 38.5

EMPLOYEE SIGNATURE: Confidential

PAY: $2,000.00
DRAWS:
NET: $2,000.00

NAME: BILLY TRUAX

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	2	6
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	3	5
THURSDAY	2/14/2013	9 A.M.	5 P.M.	2	6
FRIDAY	2/15/2013	9 A.M.	12 A.M.	10	5
SATURDAY	2/16/2013	9 A.M	12 A.M.	10	5
SUNDAY	2/17/2013	9 A.M	12 A.M.	9	6

WORKWEEK HOURS TOTAL: 38.5

EMPLOYEE SIGNATURE: Confidential

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Butler000147

PAY: $325.00
DRAWS: $40.00
NET: $285.00

NAME: MIGUEL HERRERA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	2	6
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	2	6
THURSDAY	2/14/2013	9 A.M.	5 P.M.	3	5
FRIDAY	2/15/2013	9 A.M.	12 A.M.	9	6
SATURDAY	2/16/2013	9 A.M	12 A.M.	10	5
SUNDAY	2/17/2013	9 A.M	12 A.M.	9	6

WORKWEEK HOURS TOTAL: 39.5

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: AMANCIO GONZALEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	2.5	5.5
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	2/14/2013	9 A.M.	5 P.M.	2	6
FRIDAY	2/15/2013	9 A.M.	12 A.M.	8	7
SATURDAY	2/16/2013	9 A.M	12 A.M.	11	4
SUNDAY	2/17/2013	9 A.M	12 A.M.	10	5

WORKWEEK HOURS TOTAL: 39.5

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $325.00
DRAWS:
NET: $325.00

NAME: ALFONSO MENDOZA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	2.5	5.5
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	2/14/2013	9 A.M.	5 P.M.	2	6
FRIDAY	2/15/2013	9 A.M.	12 A.M.	8	7
SATURDAY	2/16/2013	9 A.M	12 A.M.	11	4
SUNDAY	2/17/2013	9 A.M	12 A.M.	10	5

WORKWEEK HOURS TOTAL: 39.5

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $1,650.00
DRAWS:
NET: $1,650.00

NAME: BOBBY MERTEN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	2	6
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2	6
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	2	6
THURSDAY	2/14/2013	9 A.M.	5 P.M.	4	4
FRIDAY	2/15/2013	9 A.M.	12 A.M.	10	5
SATURDAY	2/16/2013	9 A.M	12 A.M.	10	5
SUNDAY	2/17/2013	9 A.M	12 A.M.	9	6

WORKWEEK HOURS TOTAL: 38

Confidential

EMPLOYEE SIGNATURE:

PAY: $550.00
DRAWS: $80.00
NET: $470.00

NAME: ROGER HERNANDEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	2	6
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	2	6
THURSDAY	2/14/2013	9 A.M.	5 P.M.	4	4
FRIDAY	2/15/2013	9 A.M.	12 A.M.	10	5
SATURDAY	2/16/2013	9 A.M	12 A.M.	10	5
SUNDAY	2/17/2013	9 A.M	12 A.M.	9	6

WORKWEEK HOURS TOTAL: 37.5

Confidential

EMPLOYEE SIGNATURE:

PAY: $185.71
DRAWS:
NET: $185.71

NAME: MICHELLE AGUILAR

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	OFF	OFF	0	0
TUESDAY	2/12/2013	OFF	OFF	0	0
WEDNESDAY	2/13/2013	OFF	OFF	0	0
THURSDAY	2/14/2013	9 A.M.	5 P.M.	2	6
FRIDAY	2/15/2013	9 A.M.	12 A.M.	8	7
SATURDAY	2/16/2013	9 A.M	12 A.M.	11	4
SUNDAY	2/17/2013	9 A.M	12 A.M.	10	5

WORKWEEK HOURS TOTAL: 22

Confidential

EMPLOYEE SIGNATURE:

Butler's Exh. 26, p. 149

PAY: $450.00
DRAWS: $160.00
NET: $290.00

NAME: MIKE PITTS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	2.5	5.5
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	3.5	4.5
THURSDAY	2/14/2013	9 A.M.	5 P.M.	2	6
FRIDAY	2/15/2013	9 A.M.	12 A.M.	3	5
SATURDAY	2/16/2013	9 A.M	12 A.M.	10	5
SUNDAY	2/17/2013	9 A.M	12 A.M.	10	5

WORKWEEK HOURS TOTAL: 36.5

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS:
NET: $325.00

NAME: IGNACIO CARBALLO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	2.5	5.5
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	3.5	4.5
THURSDAY	2/14/2013	9 A.M.	5 P.M.	2	6
FRIDAY	2/15/2013	9 A.M.	12 A.M.	3	5
SATURDAY	2/16/2013	9 A.M	12 A.M.	10	5
SUNDAY	2/17/2013	9 A.M	12 A.M.	10	5

WORKWEEK HOURS TOTAL: 36.5

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: DANIEL CASTRO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	2	6
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	3	5
THURSDAY	2/14/2013	9 A.M.	5 P.M.	2	6
FRIDAY	2/15/2013	9 A.M.	12 A.M.	10	5
SATURDAY	2/16/2013	9 A.M	12 A.M.	10	5
SUNDAY	2/17/2013	9 A.M	12 A.M.	9	6

WORKWEEK HOURS TOTAL: 38.5

EMPLOYEE SIGNATURE: Confidential

Butler's Exh. 26, p. 150

PAY: $380.00
DRAWS: $80.00
NET: $300.00

NAME: JOSE GUTIERREZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	2	6
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	2	6
THURSDAY	2/14/2013	9 A.M.	5 P.M.	2	6
FRIDAY	2/15/2013	9 A.M.	12 A.M.	10	5
SATURDAY	2/16/2013	9 A.M	12 A.M.	10	5
SUNDAY	2/17/2013	9 A.M	12 A.M.	9	6

WORKWEEK HOURS TOTAL: 39.5

EMPLOYEE SIGNATURE: Confidential

PAY: $350.00
DRAWS: $100.00
NET: $250.00

NAME: TAYO LAMBERT

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	2	6
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	3	5
THURSDAY	2/14/2013	9 A.M.	5 P.M.	2	6
FRIDAY	2/15/2013	9 A.M.	12 A.M.	10	5
SATURDAY	2/16/2013	9 A.M	12 A.M.	10	5
SUNDAY	2/17/2013	9 A.M	12 A.M.	9	6

WORKWEEK HOURS TOTAL: 38.5

EMPLOYEE SIGNATURE: Confidential

PAY: $350.00
DRAWS:
NET: $350.00

NAME: AURELIO MARQUEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	2	6
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	2	6
THURSDAY	2/14/2013	9 A.M.	5 P.M.	2	6
FRIDAY	2/15/2013	9 A.M.	12 A.M.	10	5
SATURDAY	2/16/2013	9 A.M	12 A.M.	11	4
SUNDAY	2/17/2013	9 A.M	12 A.M.	9	6

WORKWEEK HOURS TOTAL: 38.5

EMPLOYEE SIGNATURE: Confidential

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Butler000151

PAY: $400.00
DRAWS:
NET: $400.00

NAME: RUTILIO GUZMAN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	2	6
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	2	6
THURSDAY	2/14/2013	9 A.M.	5 P.M.	2	6
FRIDAY	2/15/2013	9 A.M.	12 A.M.	10	5
SATURDAY	2/16/2013	9 A.M	12 A.M.	10	5
SUNDAY	2/17/2013	9 A.M	12 A.M.	9	6

WORKWEEK HOURS TOTAL: 39.5

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $40.00
NET: $285.00

NAME: JAIME MENDOZA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	2.5	5.5
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	1	7
THURSDAY	2/14/2013	9 A.M.	5 P.M.	2	6
FRIDAY	2/15/2013	9 A.M.	12 A.M.	8	7
SATURDAY	2/16/2013	9 A.M	12 A.M.	10	5
SUNDAY	2/17/2013	9 A.M	12 A.M.	11	4

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS:
NET: $325.00

NAME: DANIEL CERVANTES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	2.5	5.5
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	1	7
THURSDAY	2/14/2013	9 A.M.	5 P.M.	2	6
FRIDAY	2/15/2013	9 A.M.	12 A.M.	8	7
SATURDAY	2/16/2013	9 A.M	12 A.M.	12	3
SUNDAY	2/17/2013	9 A.M	12 A.M.	11	4

WORKWEEK HOURS TOTAL: 38

EMPLOYEE SIGNATURE: Confidential 1/12/13

Butler's Exh. 26, p. 152

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: ISMAEL MONTALVO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	2.5	5.5
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	3.5	4.5
THURSDAY	2/14/2013	9 A.M.	5 P.M.	3	5
FRIDAY	2/15/2013	9 A.M.	12 A.M.	8	7
SATURDAY	2/16/2013	9 A.M	12 A.M.	10	5
SUNDAY	2/17/2013	9 A.M	12 A.M.	10	5

WORKWEEK HOURS TOTAL: 37.5

Confidential

EMPLOYEE SIGNATURE: [redacted]

PAY: $400.00
DRAWS:
NET: $400.00

NAME: STEPHEN SMITH

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	2.5	5.5
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	1	7
THURSDAY	2/14/2013	9 A.M.	5 P.M.	2	6
FRIDAY	2/15/2013	9 A.M.	12 A.M.	8	7
SATURDAY	2/16/2013	9 A.M	12 A.M.	12	3
SUNDAY	2/17/2013	9 A.M	12 A.M.	11	4

WORKWEEK HOURS TOTAL: 38

Confidential

EMPLOYEE SIGNATURE: [redacted]

PAY: $415.00
DRAWS: $140.00
NET: $275.00

NAME: REGGIE ROSS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	2.5	5.5
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	2/14/2013	9 A.M.	5 P.M.	2	6
FRIDAY	2/15/2013	9 A.M.	12 A.M.	8	7
SATURDAY	2/16/2013	9 A.M	12 A.M.	11	4
SUNDAY	2/17/2013	9 A.M	12 A.M.	10	5

WORKWEEK HOURS TOTAL: 38.5

Confidential

EMPLOYEE SIGNATURE: [redacted]

PAY: $350.00
DRAWS: $60.00
NET: $290.00

NAME: WENDELL MINGS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	2	6
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	2	6
THURSDAY	2/14/2013	9 A.M.	5 P.M.	2	6
FRIDAY	2/15/2013	9 A.M.	12 A.M.	10	5
SATURDAY	2/16/2013	9 A.M	12 A.M.	10	5
SUNDAY	2/17/2013	9 A.M	12 A.M.	9	6

WORKWEEK HOURS TOTAL: 39.5

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $40.00
NET: $285.00

NAME: JOSE CARMONA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	2	6
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	2	6
THURSDAY	2/14/2013	9 A.M.	5 P.M.	2	6
FRIDAY	2/15/2013	9 A.M.	12 A.M.	10	5
SATURDAY	2/16/2013	9 A.M	12 A.M.	10	5
SUNDAY	2/17/2013	9 A.M	12 A.M.	9	6

WORKWEEK HOURS TOTAL: 39.5

EMPLOYEE SIGNATURE: Confidential

PAY: $600.00
DRAWS: $200.00
NET: $400.00

NAME: JAVIER GAMERO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	2	6
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	2	6
THURSDAY	2/14/2013	9 A.M.	5 P.M.	4	4
FRIDAY	2/15/2013	9 A.M.	12 A.M.	10	5
SATURDAY	2/16/2013	9 A.M	12 A.M.	10	5
SUNDAY	2/17/2013	9 A.M	12 A.M.	9	6

WORKWEEK HOURS TOTAL: 37.5

EMPLOYEE SIGNATURE: Confidential

Butler's Exh. 26, p. 154

PAY: $350.00
DRAWS: $150.00
NET: $200.00

NAME: SCOTT CERVARICH

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	2.5	5.5
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	2/14/2013	9 A.M	5 P.M.	3	5
FRIDAY	2/15/2013	9 A.M.	12 A.M.	8	7
SATURDAY	2/16/2013	9 A.M	12 A.M.	10	5
SUNDAY	2/17/2013	9 A.M	12 A.M.	10	5

WORKWEEK HOURS TOTAL: 38.5

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: LUIS BORAJAS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	2.5	5.5
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	2/14/2013	9 A.M.	5 P.M.	3	5
FRIDAY	2/15/2013	9 A.M.	12 A.M.	8	7
SATURDAY	2/16/2013	9 A.M	12 A.M.	10	5
SUNDAY	2/17/2013	9 A.M	12 A.M.	10	5

WORKWEEK HOURS TOTAL: 38.5

EMPLOYEE SIGNATURE: Confidential

PAY: $385.00
DRAWS:
NET: $385.00

NAME: ROGELIO PEREZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	2.5	5.5
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	1	7
THURSDAY	2/14/2013	9 A.M.	5 P.M.	2	6
FRIDAY	2/15/2013	9 A.M.	12 A.M.	8	7
SATURDAY	2/16/2013	9 A.M	12 A.M.	11	4
SUNDAY	2/17/2013	9 A.M	12 A.M.	11	4

WORKWEEK HOURS TOTAL: 39

EMPLOYEE SIGNATURE: Confidential Butler's 26, p. 155

PAY: $375.00
DRAWS: $40.00
NET: $335.00

NAME: EDGAR RIVERA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	2.5	5.5
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	2/14/2013	9 A.M.	5 P.M.	2	6
FRIDAY	2/15/2013	9 A.M.	12 A.M.	8	7
SATURDAY	2/16/2013	9 A.M	12 A.M.	11	4
SUNDAY	2/17/2013	9 A.M	12 A.M.	10	5

WORKWEEK HOURS TOTAL: 39.5

EMPLOYEE SIGNATURE: Confidential

PAY: $450.00
DRAWS: $130.00
NET: $320.00

NAME: MIKE BROWN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	2.5	5.5
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	2/14/2013	9 A.M.	5 P.M.	2	6
FRIDAY	2/15/2013	9 A.M.	12 A.M.	8	7
SATURDAY	2/16/2013	9 A.M	12 A.M.	11	4
SUNDAY	2/17/2013	9 A.M	12 A.M.	11	4

WORKWEEK HOURS TOTAL: 38.5

EMPLOYEE SIGNATURE: Confidential

PAY: $400.00
DRAWS:
NET: $400.00

NAME: CLEMENTE PENA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	2	6
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	2	6
THURSDAY	2/14/2013	9 A.M.	5 P.M.	2	6
FRIDAY	2/15/2013	9 A.M.	12 A.M.	9.5	5.5
SATURDAY	2/16/2013	9 A.M	12 A.M.	10	5
SUNDAY	2/17/2013	9 A.M	12 A.M.	9	6

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE: Confidential

PAY: $1,000.00
DRAWS:
NET: $1,000.00

NAME: RAUL VILLA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	2.5	5.5
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	1	7
THURSDAY	2/14/2013	9 A.M.	5 P.M.	2	6
FRIDAY	2/15/2013	9 A.M.	12 A.M.	8	7
SATURDAY	2/16/2013	9 A.M	12 A.M.	12	3
SUNDAY	2/17/2013	9 A.M	12 A.M.	11	4

WORKWEEK HOURS TOTAL: 38

EMPLOYEE SIGNATURE: Confidential

PAY: $475.00
DRAWS: $40.00
NET: $435.00

NAME: JAMIE HERNANDEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	2	6
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	2	6
THURSDAY	2/14/2013	9 A.M.	5 P.M.	2	6
FRIDAY	2/15/2013	9 A.M.	12 A.M.	10	5
SATURDAY	2/16/2013	9 A.M	12 A.M.	10	5
SUNDAY	2/17/2013	9 A.M	12 A.M.	9	6

WORKWEEK HOURS TOTAL: 39.5

EMPLOYEE SIGNATURE: Confidential Confidential

PAY: $600.00
DRAWS:
NET: $600.00

NAME: JAMES JOHNSON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	2.5	5.5
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	3.5	4.5
THURSDAY	2/14/2013	9 A.M.	5 P.M.	2	6
FRIDAY	2/15/2013	9 A.M.	12 A.M.	3	5
SATURDAY	2/16/2013	9 A.M	12 A.M.	10	5
SUNDAY	2/17/2013	9 A.M	12 A.M.	10	5

WORKWEEK HOURS TOTAL: 36.5

EMPLOYEE SIGNATURE: Confidential

Butler's Exh. 26, p. 157

PAY: $425.00
DRAWS: $40.00
NET: $385.00

NAME: ANGEL EDUARDO SEPULVEDA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	2	6
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	2	6
THURSDAY	2/14/2013	9 A.M.	5 P.M.	2	6
FRIDAY	2/15/2013	9 A.M.	12 A.M.	10	5
SATURDAY	2/16/2013	9 A.M	12 A.M.	10	5
SUNDAY	2/17/2013	9 A.M	12 A.M.	9	6

WORKWEEK HOURS TOTAL: 39.5

EMPLOYEE SIGNATURE: Confidential

PAY: $350.00
DRAWS:
NET: $350.00

NAME: MATEO CARDENA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	2	6
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	2	6
THURSDAY	2/14/2013	9 A.M.	5 P.M.	4	4
FRIDAY	2/15/2013	9 A.M.	12 A.M.	10	5
SATURDAY	2/16/2013	9 A.M	12 A.M.	10	5
SUNDAY	2/17/2013	9 A.M	12 A.M.	9	6

WORKWEEK HOURS TOTAL: Confidential 37.5

EMPLOYEE SIGNATURE:

PAY: $380.00
DRAWS: $0.00
NET: $380.00

NAME: ARMONDO APOLINAR

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	3	5
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	2	6
THURSDAY	2/14/2013	9 A.M.	5 P.M.	4	4
FRIDAY	2/15/2013	9 A.M.	12 A.M.	10	5
SATURDAY	2/16/2013	9 A.M	12 A.M.	10	5
SUNDAY	2/17/2013	9 A.M	12 A.M.	9	6

WORKWEEK HOURS TOTAL: Confidential 36.5

EMPLOYEE SIGNATURE:

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PAY: $350.00
DRAWS:
NET: $350.00

NAME: ZOCIMO APODOCA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	2	6
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	2	6
THURSDAY	2/14/2013	9 A.M.	5 P.M.	4	4
FRIDAY	2/15/2013	9 A.M.	12 A.M.	10	5
SATURDAY	2/16/2013	9 A.M	12 A.M.	10	5
SUNDAY	2/17/2013	9 A.M	12 A.M.	9	6

WORKWEEK HOURS TOTAL: 37.5

EMPLOYEE SIGNATURE: Confidential

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: EDILBERTO SANTOS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	2	6
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2	6
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	2	6
THURSDAY	2/14/2013	9 A.M.	5 P.M.	4	4
FRIDAY	2/15/2013	9 A.M.	12 A.M.	9	6
SATURDAY	2/16/2013	9 A.M	12 A.M.	10	5
SUNDAY	2/17/2013	9 A.M	12 A.M.	9	6

WORKWEEK HOURS TOTAL: 39

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS:
NET: $325.00

NAME: ~~OMAR ARIANO~~ Arellano

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	2.5	5.5
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	2/14/2013	9 A.M	5 P.M.	3	5
FRIDAY	2/15/2013	9 A.M.	12 A.M.	8	7
SATURDAY	2/16/2013	9 A.M	12 A.M.	10	5
SUNDAY	2/17/2013	9 A.M	12 A.M.	10	5

WORKWEEK HOURS TOTAL: 38.5

EMPLOYEE SIGNATURE: Confidential

PAY: $475.00
DRAWS: $80.00
NET: $395.00

NAME: DAVID MENDEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	2	6
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	2	6
THURSDAY	2/14/2013	9 A.M.	5 P.M.	3	5
FRIDAY	2/15/2013	9 A.M.	12 A.M.	9	6
SATURDAY	2/16/2013	9 A.M	12 A.M.	10	5
SUNDAY	2/17/2013	9 A.M	12 A.M.	10	5

WORKWEEK HOURS TOTAL: 38.5

Confidential

EMPLOYEE SIGNATURE:

PAY: $395.00
DRAWS:
NET: $395.00

NAME: FELIPE VILLEGAS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	2	6
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	3	5
THURSDAY	2/14/2013	9 A.M.	5 P.M.	2	6
FRIDAY	2/15/2013	9 A.M.	12 A.M.	10	5
SATURDAY	2/16/2013	9 A.M	12 A.M.	10	5
SUNDAY	2/17/2013	9 A.M	12 A.M.	9	6

WORKWEEK HOURS TOTAL: 38.5

Confidential

EMPLOYEE SIGNATURE:

PAY: $92.86
DRAWS:
NET: $92.86

NAME: ARACELI TORRES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	OFF	OFF	0	0
TUESDAY	2/12/2013	OFF	OFF	0	0
WEDNESDAY	2/13/2013	OFF	OFF	0	0
THURSDAY	2/14/2013	OFF	OFF	0	0
FRIDAY	2/15/2013	OFF	OFF	0	0
SATURDAY	2/16/2013	9 A.M	12 A.M.	10	5
SUNDAY	2/17/2013	9 A.M	12 A.M.	9	6

WORKWEEK HOURS TOTAL: 11

Confidential

EMPLOYEE SIGNATURE:

Butler's Exh. 26, p. 160

PAY: $285.71

DRAWS:

NET: $285.71

NAME: FERNANDO TREJA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	OFF	OFF	0	0
TUESDAY	2/12/2013	OFF	OFF	0	0
WEDNESDAY	2/13/2013	OFF	OFF	0	0
THURSDAY	2/14/2013	9 A.M.	5 P.M.	3	5
FRIDAY	2/15/2013	9 A.M.	12 A.M.	8	7
SATURDAY	2/16/2013	9 A.M	12 A.M.	11	4
SUNDAY	2/17/2013	9 A.M	12 A.M.	10	5

WORKWEEK HOURS TOTAL: 21

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: 390 ~~$385.00~~

DRAWS: $80.00

NET: $285.00

NAME: AUGUSTINE ESPINOZA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	2	6
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	2	6
THURSDAY	2/14/2013	9 A.M.	5 P.M.	2	6
FRIDAY	2/15/2013	9 A.M.	12 A.M.	10	5
SATURDAY	2/16/2013	9 A.M	12 A.M.	10	5
SUNDAY	2/17/2013	9 A.M	12 A.M.	9	6

WORKWEEK HOURS TOTAL: 39.5

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: 385 ~~$385.00~~

DRAWS:

NET: 385 ~~$385.00~~

NAME: ROBERTO ~~PEREZ~~ PENA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	2	6
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	2	6
THURSDAY	2/14/2013	9 A.M.	5 P.M.	2	6
FRIDAY	2/15/2013	9 A.M.	12 A.M.	10	5
SATURDAY	2/16/2013	9 A.M	12 A.M.	10	5
SUNDAY	2/17/2013	9 A.M	12 A.M.	9	6

WORKWEEK HOURS TOTAL: 39.5

EMPLOYEE SIGNATURE: Confidential [redacted]

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PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: ENRIQUE LUNA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	2.5	5.5
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	2/14/2013	9 A.M.	5 P.M.	3	5
FRIDAY	2/15/2013	9 A.M.	12 A.M.	8	7
SATURDAY	2/16/2013	9 A.M	12 A.M.	10	5
SUNDAY	2/17/2013	9 A.M	12 A.M.	10	5

WORKWEEK HOURS TOTAL: 38.5

EMPLOYEE SIGNATURE: Confidential

PAY: $375.00
DRAWS: $60.00
NET: $315.00

NAME: FERNANDO SALAS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	2	6
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	2	6
THURSDAY	2/14/2013	9 A.M.	5 P.M.	2	6
FRIDAY	2/15/2013	9 A.M.	12 A.M.	11	4
SATURDAY	2/16/2013	9 A.M	12 A.M.	10	5
SUNDAY	2/17/2013	9 A.M	12 A.M.	9	6

WORKWEEK HOURS TOTAL: 38.5

EMPLOYEE SIGNATURE: Confidential

PAY: $600.00
DRAWS: $210.00
NET: $390.00

NAME: JOSE VENTURA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	3	5
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	2	6
THURSDAY	2/14/2013	9 A.M.	5 P.M.	4	4
FRIDAY	2/15/2013	9 A.M.	12 A.M.	10	5
SATURDAY	2/16/2013	9 A.M	12 A.M.	10	5
SUNDAY	2/17/2013	9 A.M	12 A.M.	9	6

WORKWEEK HOURS TOTAL: 36.5

EMPLOYEE SIGNATURE: Confidential

Butler's Exh. 26, p. 162

PAY: $500.00

DRAWS:

NET: $500.00

NAME: RON PIERCE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	2	6
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	2	6
THURSDAY	2/14/2013	9 A.M.	5 P.M.	3	5
FRIDAY	2/15/2013	9 A.M.	12 A.M.	10	5
SATURDAY	2/16/2013	9 A.M	12 A.M.	10	5
SUNDAY	2/17/2013	9 A.M	12 A.M.	9	6

WORKWEEK HOURS TOTAL: 38.5

EMPLOYEE SIGNATURE: [redacted]

Confidential

Confidential

PAY: $325.00

DRAWS: $120.00

NET: $205.00

NAME: KEVIN LYNCH [redacted]

Confidential

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	2	6
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	2	6
THURSDAY	2/14/2013	9 A.M.	5 P.M.	2	6
FRIDAY	2/15/2013	9 A.M.	12 A.M.	10	5
SATURDAY	2/16/2013	9 A.M	12 A.M.	10	5
SUNDAY	2/17/2013	9 A.M	12 A.M.	9	6

WORKWEEK HOURS TOTAL: 39.5

EMPLOYEE SIGNATURE:

PAY: $139.29

DRAWS:

NET: $139.29

NAME: JAVIER LOZA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	OFF	OFF	0	0
TUESDAY	2/12/2013	OFF	OFF	0	0
WEDNESDAY	2/13/2013	OFF	OFF	0	0
THURSDAY	2/14/2013	OFF	OFF	0	0
FRIDAY	2/15/2013	9 A.M.	12 A.M.	8	7
SATURDAY	2/16/2013	9 A.M	12 A.M.	11	4
SUNDAY	2/17/2013	9 A.M	12 A.M.	10	5

WORKWEEK HOURS TOTAL: 16

EMPLOYEE SIGNATURE: [redacted]

Confidential

PAY: $350.00
DRAWS: $40.00
NET: $310.00

NAME: DIONISIO DOROTEO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	2.5	5.5
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	1	7
THURSDAY	2/14/2013	9 A.M.	5 P.M.	2	6
FRIDAY	2/15/2013	9 A.M.	12 A.M.	8	7
SATURDAY	2/16/2013	9 A.M	12 A.M.	12	3
SUNDAY	2/17/2013	9 A.M	12 A.M.	11	4

WORKWEEK HOURS TOTAL: 38

EMPLOYEE SIGNATURE:

PAY: $139.29
DRAWS:
NET: $139.29

NAME: INOCENCIO ZEPEDA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	OFF	OFF	0	0
TUESDAY	2/12/2013	OFF	OFF	0	0
WEDNESDAY	2/13/2013	OFF	OFF	0	0
THURSDAY	2/14/2013	OFF	OFF	0	0
FRIDAY	2/15/2013	9 A.M.	12 A.M.	8	7
SATURDAY	2/16/2013	9 A.M	12 A.M.	11	4
SUNDAY	2/17/2013	9 A.M	12 A.M.	10	5

WORKWEEK HOURS TOTAL: 16

Confidential

EMPLOYEE SIGNATURE:

PAY: $375.00
DRAWS:
NET: $375.00

NAME: MARTIN CAELA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	2	6
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	2	6
THURSDAY	2/14/2013	9 A.M.	5 P.M.	3	5
FRIDAY	2/15/2013	9 A.M.	12 A.M.	10	5
SATURDAY	2/16/2013	9 A.M	12 A.M.	11	4
SUNDAY	2/17/2013	9 A.M	12 A.M.	9	6

WORKWEEK HOURS TOTAL: 37.5

EMPLOYEE SIGNATURE: Bu[Confidential]164

PAY: $375.00
DRAWS: $40.00
NET: $335.00

NAME: FRANK BARAJAS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	2.5	5.5
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	1	7
THURSDAY	2/14/2013	9 A.M.	5 P.M.	2	6
FRIDAY	2/15/2013	9 A.M.	12 A.M.	8	7
SATURDAY	2/16/2013	9 A.M	12 A.M.	12	3
SUNDAY	2/17/2013	9 A.M	12 A.M.	11	4

WORKWEEK HOURS TOTAL: 38

EMPLOYEE SIGNATURE:

Confidential

PAY: $325.00
DRAWS: $40.00
NET: $285.00

NAME: JESUS OJEDA GARCIA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	2.5	5.5
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	1	7
THURSDAY	2/14/2013	9 A.M.	5 P.M.	2	6
FRIDAY	2/15/2013	9 A.M.	12 A.M.	8	7
SATURDAY	2/16/2013	9 A.M	12 A.M.	11	4
SUNDAY	2/17/2013	9 A.M	12 A.M.	11	4

WORKWEEK HOURS TOTAL: 39

EMPLOYEE SIGNATURE:

Confidential

PAY: $325.00
DRAWS:
NET: $325.00

NAME: TINA MOSHER

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	OFF	OFF	0	0
TUESDAY	2/12/2013	OFF	OFF	0	0
WEDNESDAY	2/13/2013	OFF	OFF	2	6
THURSDAY	2/14/2013	9 A.M.	5 P.M.	4	4
FRIDAY	2/15/2013	9 A.M.	12 A.M.	10	5
SATURDAY	2/16/2013	9 A.M	12 A.M.	10	5
SUNDAY	2/17/2013	9 A.M	12 A.M.	9	6

WORKWEEK HOURS TOTAL: 26

EMPLOYEE SIGNATURE:

Confidential

PAY: $185.71
DRAWS:
NET: $185.71

NAME: JOHN PRIMERO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	0	0
TUESDAY	2/12/2013	9 A.M.	5 P.M.	0	0
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	2	6
THURSDAY	2/14/2013	9 A.M.	5 P.M.	4	4
FRIDAY	2/15/2013	9 A.M.	12 A.M.	10	5
SATURDAY	2/16/2013	9 A.M	12 A.M.	10	5
SUNDAY	2/17/2013	9 A.M	12 A.M.	9	6

WORKWEEK HOURS TOTAL: 26

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $60.00
NET: $265.00

NAME: ARTHUR SANCHEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	2	6
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2	6
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	2	6
THURSDAY	2/14/2013	9 A.M.	5 P.M.	2	6
FRIDAY	2/15/2013	9 A.M.	12 A.M.	10	5
SATURDAY	2/16/2013	9 A.M	12 A.M.	10	5
SUNDAY	2/17/2013	9 A.M	12 A.M.	9	6

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE: Confidential

PAY: $375.00
DRAWS: $40.00
NET: $335.00

NAME: RICARDO HUERTA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	2.5	5.5
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	1	7
THURSDAY	2/14/2013	9 A.M.	5 P.M.	2	6
FRIDAY	2/15/2013	9 A.M.	12 A.M.	8	7
SATURDAY	2/16/2013	9 A.M	12 A.M.	12	3
SUNDAY	2/17/2013	9 A.M	12 A.M.	11	4

WORKWEEK HOURS TOTAL: 38

EMPLOYEE SIGNATURE: Confidential

Butler's Exh. 26, p. 166

PAY: $525.00
DRAWS: $80.00
NET: $445.00

NAME: OMAR LOPEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	2.5	5.5
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	2/14/2013	9 A.M.	5 P.M.	2	6
FRIDAY	2/15/2013	9 A.M.	12 A.M.	8	7
SATURDAY	2/16/2013	9 A.M	12 A.M.	11	4
SUNDAY	2/17/2013	9 A.M	12 A.M.	11	4

WORKWEEK HOURS TOTAL: 38.5

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $390.00
DRAWS: 40
NET: 350 ~~$390.00~~

NAME: JULIAN ARMENTA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	2	6
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	2	6
THURSDAY	2/14/2013	9 A.M.	5 P.M.	3	5
FRIDAY	2/15/2013	9 A.M.	12 A.M.	10	5
SATURDAY	2/16/2013	9 A.M	12 A.M.	11	4
SUNDAY	2/17/2013	9 A.M	12 A.M.	9	6

WORKWEEK HOURS TOTAL: 37.5

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $325.00
DRAWS: $40.00
NET: $285.00

NAME: LUIS TEJEDA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	2	6
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	2	6
THURSDAY	2/14/2013	9 A.M.	5 P.M.	4	4
FRIDAY	2/15/2013	9 A.M.	12 A.M.	10	5
SATURDAY	2/16/2013	9 A.M	12 A.M.	10	5
SUNDAY	2/17/2013	9 A.M	12 A.M.	9	6

WORKWEEK HOURS TOTAL: 37.5

EMPLOYEE SIGNATURE: B Confidential [redacted] 167

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PAY: $500.00
DRAWS: $100.00
NET: $400.00

NAME: FELIPE RENDON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	2	6
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	2	6
THURSDAY	2/14/2013	9 A.M.	5 P.M.	3	5
FRIDAY	2/15/2013	9 A.M.	12 A.M.	10	5
SATURDAY	2/16/2013	9 A.M	12 A.M.	10	5
SUNDAY	2/17/2013	9 A.M	12 A.M.	9	6

WORKWEEK HOURS TOTAL: 38.5

Confidential

EMPLOYEE SIGNATURE:

PAY: $1,000.00
DRAWS:
NET: $1,000.00

NAME: TONY RENARD

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	2.5	5.5
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	2/14/2013	9 A.M.	5 P.M.	2	6
FRIDAY	2/15/2013	9 A.M.	12 A.M.	8	7
SATURDAY	2/16/2013	9 A.M	12 A.M.	11	4
SUNDAY	2/17/2013	9 A.M	12 A.M.	10	5

WORKWEEK HOURS TOTAL: 39.5

Confidential

EMPLOYEE SIGNATURE:

PAY: $325.00
DRAWS: $20.00
NET: $305.00

NAME: JORDAN LOPEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	2.5	5.5
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	1	7
THURSDAY	2/14/2013	9 A.M.	5 P.M.	2	6
FRIDAY	2/15/2013	9 A.M.	12 A.M.	8	7
SATURDAY	2/16/2013	9 A.M	12 A.M.	12	3
SUNDAY	2/17/2013	9 A.M	12 A.M.	11	4

WORKWEEK HOURS TOTAL: 38

EMPLOYEE SIGNATURE:

Butler's Exh. 26, p. 168

PAY: $278.57
DRAWS: $120.00
NET: $158.57

NAME: JOHN HENRY BALLARD

DAY	DATE	IN	OUT	BREAKS	TOTAL HOUR
MONDAY	2/11/2013	OFF	OFF	0	0
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	2/14/2013	9 A.M.	5 P.M.	3	5
FRIDAY	2/15/2013	9 A.M.	12 A.M.	8	7
SATURDAY	2/16/2013	9 A.M	12 A.M.	10	5
SUNDAY	2/17/2013	9 A.M	12 A.M.	10	5

WORKWEEK HOURS TOTAL: 33

EMPLOYEE SIGNATURE: Confidential

PAY: $1,000.00
DRAWS:
NET: $1,000.00

NAME: DREW BUDIMIR

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	2	6
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	2	6
THURSDAY	2/14/2013	9 A.M.	5 P.M.	3	5
FRIDAY	2/15/2013	9 A.M.	12 A.M.	10	5
SATURDAY	2/16/2013	9 A.M	12 A.M.	10	5
SUNDAY	2/17/2013	9 A.M	12 A.M.	9	6

WORKWEEK HOURS TOTAL: 38.5

EMPLOYEE SIGNATURE: Confidential

PAY: $2,000.00
DRAWS: $0.00
NET: $2,000.00

NAME: MANUEL MARTINEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	2.5	5.5
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	1	7
THURSDAY	2/14/2013	9 A.M.	5 P.M.	2	6
FRIDAY	2/15/2013	9 A.M.	12 A.M.	8	7
SATURDAY	2/16/2013	9 A.M	12 A.M.	11	4
SUNDAY	2/17/2013	9 A.M	12 A.M.	11	4

WORKWEEK HOURS TOTAL: 39

EMPLOYEE SIGNATURE: Confidential

PAY: $600.00

DRAWS:

NET: $600.00

NAME: JOHN LOPEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/11/2013	9 A.M.	5 P.M.	2	6
TUESDAY	2/12/2013	9 A.M.	5 P.M.	2.5	5.5
WEDNESDAY	2/13/2013	9 A.M.	5 P.M.	2	6
THURSDAY	2/14/2013	9 A.M.	5 P.M.	3	5
FRIDAY	2/15/2013	9 A.M.	12 A.M.	9	6
SATURDAY	2/16/2013	9 A.M	12 A.M.	10	5
SUNDAY	2/17/2013	9 A.M	12 A.M.	10	5

WORKWEEK HOURS TOTAL: 38.5

Confidential

EMPLOYEE SIGNATURE:

Confidential

Payroll

INDIO 2013

02/11/2013 - 02/17/2013

and 02/18/2013 - 02/24/2013

2/11 - 2/4/13

Butler's Exh. 26, p. 171

LOCATION: **INDIO**
WEEK ENDING: ***2/24/2013***

GROSS PAY: 328.-

NAME: Ollie Murray

SIGNATURE: Confidential

LOCATION: **INDIO**
WEEK ENDING: ***2/24/2013***

GROSS PAY: 468.

NAME: Yvette Martinez

SIGNATURE: Confidential

LOCATION: **INDIO**
WEEK ENDING: ***2/24/2013***

GROSS PAY: 340.

NAME: Yvonne Yarbrough

SIGNATURE: Confidential

LOCATION: **INDIO**
WEEK ENDING: ***2/24/2013***

GROSS PAY: 331.-

NAME: Jessica

SIGNATURE: Confidential

LOCATION: **INDIO**
WEEK ENDING: ***2/24/2013***

GROSS PAY: 310.-

NAME: Sarah Jones

SIGNATURE: Confidential

LOCATION: **INDIO**
WEEK ENDING: ***2/24/2013***

GROSS PAY: 432.

NAME: Karen Harris

SIGNATURE: Confidential

LOCATION: **INDIO**
WEEK ENDING: ***2/24/2013***

GROSS PAY: 368.-

NAME: April Castellu

SIGNATURE: Confidential

LOCATION: **INDIO**
WEEK ENDING: ***2/24/2013***

GROSS PAY: 330.-

NAME: Jamie Dandridge

SIGNATURE: Confidential

LOCATION: **INDIO**
WEEK ENDING: ***2/24/2013***

GROSS PAY: 332.-

NAME: Donna Robinson

SIGNATURE: Confidential

LOCATION: **INDIO**
WEEK ENDING: ***2/24/2013***

GROSS PAY: 500.

NAME: Matt Stillwell

SIGNATURE: Confidential

LOCATION: **INDIO**
WEEK ENDING: ***2/24/2013***

GROSS PAY: 329—

NAME: Lilia

SIGNATURE: Confidential

LOCATION: **INDIO**
WEEK ENDING: ***2/24/2013***

GROSS PAY: 344—

NAME: Tina LeMieux

SIGNATURE: Confidential

LOCATION: **INDIO**
WEEK ENDING: ***2/24/2013***

GROSS PAY: 356—

NAME: Julie - Griffiths

SIGNATURE: Confidential

LOCATION: **INDIO**
WEEK ENDING: ***2/24/2013***

GROSS PAY: 325—

NAME: Becka

SIGNATURE: Confidential

PAY: $390.00
DRAWS: $15.00
NET: $375.00

NAME: **AUGUSTINE ESPINOZA**

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	8	6
TUESDAY	2/19/2013	9 A.M	11 P.M.	8	7
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	9	5
THURSDAY	2/21/2013	9 A.M	11 P.M.	10	4
FRIDAY	2/22/2013	9 A.M.	11 P.M.	10.5	5.5
SATURDAY	2/23/2013	9 A.M	11 P.M.	10	4
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: 36.5

EMPLOYEE SIGNATURE: Confidential

PAY: $500.00
DRAWS: $0.00
NET: $500.00

NAME: SERGIO GUZMAN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	5 P.M.	2	6
TUESDAY	2/19/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	2/20/2013	9 A.M.	5 P.M.	7	1
THURSDAY	2/21/2013	9 A.M	5 P.M.	6	2
FRIDAY	2/22/2013	9 A.M.	5 P.M.	2	6
SATURDAY	2/23/2013	9 A.M	5 P.M.	4	4
SUNDAY	2/24/2013	9 A.M	5 P.M.	4	4

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $525.00
DRAWS:
NET: $525.00

NAME: OMAR LOPEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	8	6
TUESDAY	2/19/2013	9 A.M	11 P.M.	7	7
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	8.5	5.5
THURSDAY	2/21/2013	9 A.M	11 P.M.	11	3
FRIDAY	2/22/2013	9 A.M.	11 P.M.	9	7
SATURDAY	2/23/2013	9 A.M	11 P.M.	7.5	6.5
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $500.00
DRAWS: $0.00
NET: $500.00

NAME: JULIO GASCA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	8	6
TUESDAY	2/19/2013	9 A.M	11 P.M.	8	6
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	7.5	6.5
THURSDAY	2/21/2013	9 A.M	11 P.M.	9.5	4.5
FRIDAY	2/22/2013	9 A.M.	11 P.M.	9	5
SATURDAY	2/23/2013	9 A.M	11 P.M.	8	6
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: 39

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $425.00
DRAWS: $40.00
NET: $385.00

NAME: ANGEL SEPULVEDA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	8	6
TUESDAY	2/19/2013	9 A.M	11 P.M.	8	6
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	7	7
THURSDAY	2/21/2013	9 A.M	11 P.M.	5	4
FRIDAY	2/22/2013	9 A.M.	11 P.M.	10	4
SATURDAY	2/23/2013	9 A.M	11 P.M.	8.5	5.5
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: 37.5

Confidential

EMPLOYEE SIGNATURE:

PAY: $350.00
DRAWS: $15.00
NET: $335.00

NAME: RAUL SEVERO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	8	6
TUESDAY	2/19/2013	9 A.M	11 P.M.	8	6
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	7.5	6.5
THURSDAY	2/21/2013	9 A.M	11 P.M.	9.5	4.5
FRIDAY	2/22/2013	9 A.M.	11 P.M.	9	5
SATURDAY	2/23/2013	9 A.M	11 P.M.	8	6
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: 39

Confidential

EMPLOYEE SIGNATURE:

PAY: $350.00
DRAWS:
NET: $350.00

NAME: EDILBERTO SANTOS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	8	6
TUESDAY	2/19/2013	9 A.M	11 P.M.	7.5	6.5
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	7.5	6.5
THURSDAY	2/21/2013	9 A.M	11 P.M.	6	3
FRIDAY	2/22/2013	9 A.M.	11 P.M.	12	2
SATURDAY	2/23/2013	9 A.M	11 P.M.	8.5	5.5
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: 34.5

Confidential

EMPLOYEE SIGNATURE:

Butler's Exh. 26, p. 178

PAY: $375.00
DRAWS: $15.00
NET: $360.00

NAME: CARLOS HERRERA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	8	6
TUESDAY	2/19/2013	9 A.M	11 P.M.	8	7
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	9	5
THURSDAY	2/21/2013	9 A.M	11 P.M.	10	4
FRIDAY	2/22/2013	9 A.M.	11 P.M.	9	7
SATURDAY	2/23/2013	9 A.M	11 P.M.	11	3
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: 37

Confidential

EMPLOYEE SIGNATURE: [redacted]

PAY: $350.00
DRAWS:
NET: $350.00

NAME: MARTHA VARGAS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	8	6
TUESDAY	2/19/2013	9 A.M	11 P.M.	7	7
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	8.5	5.5
THURSDAY	2/21/2013	9 A.M	11 P.M.	10	4
FRIDAY	2/22/2013	9 A.M.	11 P.M.	9	7
SATURDAY	2/23/2013	9 A.M	11 P.M.	8.5	5.5
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE: [redacted]

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: SCOTT CERVARICH

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	8	6
TUESDAY	2/19/2013	9 A.M	11 P.M.	8	7
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	9	5
THURSDAY	2/21/2013	9 A.M	11 P.M.	9	5
FRIDAY	2/22/2013	9 A.M.	11 P.M.	9	7
SATURDAY	2/23/2013	9 A.M	11 P.M.	11	3
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: 38

Confidential

EMPLOYEE SIGNATURE: [redacted]

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PAY: $600.00
DRAWS: $0.00
NET: $600.00

NAME: HUGO RONQUILLO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	8	6
TUESDAY	2/19/2013	9 A.M	11 P.M.	7	7
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	9	5
THURSDAY	2/21/2013	9 A.M	11 P.M.	10	4
FRIDAY	2/22/2013	9 A.M.	11 P.M.	9	7
SATURDAY	2/23/2013	9 A.M	11 P.M.	9	5
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: 39

EMPLOYEE SIGNATURE:

Confidential

PAY: $350.0
DRAWS: $0.0
NET: $350.0

NAME: DIONISIO DOROTEO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	7	7
TUESDAY	2/19/2013	9 A.M	11 P.M.	8.5	5.5
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	8.5	5.5
THURSDAY	2/21/2013	9 A.M	11 P.M.	9	5
FRIDAY	2/22/2013	9 A.M.	11 P.M.	10.5	3.5
SATURDAY	2/23/2013	9 A.M	11 P.M.	7	7
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: 38.5

EMPLOYEE SIGNATURE:

Confidential

PAY: $1,650.00
DRAWS:
NET: $1,650.00

NAME: BOBBY MERTEN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	8	6
TUESDAY	2/19/2013	9 A.M	11 P.M.	7.5	6.5
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	7.5	6.5
THURSDAY	2/21/2013	9 A.M	11 P.M.	6	3
FRIDAY	2/22/2013	9 A.M.	11 P.M.	11	3
SATURDAY	2/23/2013	9 A.M	11 P.M.	8.5	5.5
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: 35.5

EMPLOYEE SIGNATURE:

Confidential

PAY: $475.00
DRAWS: $0.00
NET: $475.00

NAME: DAVID MENDEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOUR
MONDAY	2/18/2013	9 A.M.	11 P.M.	8	6
TUESDAY	2/19/2013	9 A.M	11 P.M.	7	7
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	8.5	5.5
THURSDAY	2/21/2013	9 A.M	11 P.M.	10	4
FRIDAY	2/22/2013	9 A.M.	11 P.M.	10	6
SATURDAY	2/23/2013	9 A.M	11 P.M.	8.5	5.5
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: 39

EMPLOYEE SIGNATURE: Confidential

PAY: $1,000.00
DRAWS: $0.00
NET: $1,000.00

NAME: TONY RENARD

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	8	6
TUESDAY	2/19/2013	9 A.M	11 P.M.	8	7
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	9	5
THURSDAY	2/21/2013	9 A.M	11 P.M.	10	4
FRIDAY	2/22/2013	9 A.M.	11 P.M.	9	7
SATURDAY	2/23/2013	9 A.M	11 P.M.	11	3
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: 37

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: TINA MOSHER

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	8	6
TUESDAY	2/19/2013	9 A.M	11 P.M.	8	6
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	7	7
THURSDAY	2/21/2013	9 A.M	11 P.M.	5	4
FRIDAY	2/22/2013	9 A.M.	11 P.M.	10	4
SATURDAY	2/23/2013	9 A.M	11 P.M.	8.5	5.5
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: 37.5

EMPLOYEE SIGNATURE: Confidential

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PAY: [illegible]
DRAWS: $0.00
NET: $400.00

NAME: DANIEL BARRIOS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	8	6
TUESDAY	2/19/2013	9 A.M	11 P.M.	8	7
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	9	5
THURSDAY	2/21/2013	9 A.M	11 P.M.	9	5
FRIDAY	2/22/2013	9 A.M.	11 P.M.	9	7
SATURDAY	2/23/2013	9 A.M	11 P.M.	11	3
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: 38

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: 380
DRAWS: $15.00
NET: $310.00

NAME: JESUS OJEDA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	8	6
TUESDAY	2/19/2013	9 A.M	11 P.M.	8	6
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	8	6
THURSDAY	2/21/2013	9 A.M	11 P.M.	10	4
FRIDAY	2/22/2013	9 A.M.	11 P.M.	8	6
SATURDAY	2/23/2013	9 A.M	11 P.M.	8	6
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: 39

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: ARTIE SUAREZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	8	6
TUESDAY	2/19/2013	9 A.M	11 P.M.	8	6
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	8	6
THURSDAY	2/21/2013	9 A.M	11 P.M.	10	4
FRIDAY	2/22/2013	9 A.M.	11 P.M.	8	6
SATURDAY	2/23/2013	9 A.M	11 P.M.	8	6
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: 39

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: ARELIO MARQUEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	8	6
TUESDAY	2/19/2013	9 A.M	11 P.M.	7	7
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	8.5	5.5
THURSDAY	2/21/2013	9 A.M	11 P.M.	10	4
FRIDAY	2/22/2013	9 A.M.	11 P.M.	9	7
SATURDAY	2/23/2013	9 A.M	11 P.M.	8.5	5.5
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE:

PAY: $325.00
DRAWS: $80.00
NET: $245.00

NAME: MIGUEL GALLEGOS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	10	4
TUESDAY	2/19/2013	9 A.M	11 P.M.	6	8
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	8	6
THURSDAY	2/21/2013	9 A.M	11 P.M.	10	4
FRIDAY	2/22/2013	9 A.M.	11 P.M.	8	6
SATURDAY	2/23/2013	9 A.M	11 P.M.	10	4
SUNDAY	2/24/2013	9 A.M	12 A.M.	10	5

WORKWEEK HOURS TOTAL: 37

EMPLOYEE SIGNATURE: Confidential

PAY: $92.86
DRAWS: $0.00
NET: $92.86

NAME: UBALDO SANCHEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	OFF	OFF	0	0
TUESDAY	2/19/2013	OFF	OFF	0	0
WEDNESDAY	2/20/2013	OFF	OFF	0	0
THURSDAY	2/21/2013	OFF	OFF	0	0
FRIDAY	2/22/2013	OFF	OFF	0	0
SATURDAY	2/23/2013	9 A.M	11 P.M.	8	6
SUNDAY	2/24/2013	9 A.M	12 A.M.	10	5

WORKWEEK HOURS TOTAL: 11

Confidential

EMPLOYEE SIGNATURE:

PAY: $475.00
DRAWS: $0.00
NET: $475.00

NAME: JAIME HERNANDEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	8	6
TUESDAY	2/19/2013	9 A.M	11 P.M.	7	7
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	8.5	5.5
THURSDAY	2/21/2013	9 A.M	11 P.M.	10	4
FRIDAY	2/22/2013	9 A.M.	11 P.M.	10	6
SATURDAY	2/23/2013	9 A.M	11 P.M.	7.5	6.5
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE: Confidential

PAY: $415.00
DRAWS: $120.00
NET: $295.00

NAME: REGGIE ROSS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	8	6
TUESDAY	2/19/2013	9 A.M	11 P.M.	7	7
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	8.5	5.5
THURSDAY	2/21/2013	9 A.M	11 P.M.	10	4
FRIDAY	2/22/2013	9 A.M.	11 P.M.	9	7
SATURDAY	2/23/2013	9 A.M	11 P.M.	8.5	5.5
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE: Confidential Confidential

PAY: $325.00
DRAWS: $15.00
NET: $310.00

NAME: ENRIQUE CAMPOS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	8	6
TUESDAY	2/19/2013	9 A.M	11 P.M.	7.5	6.5
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	7	7
THURSDAY	2/21/2013	9 A.M	11 P.M.	6	3
FRIDAY	2/22/2013	9 A.M.	11 P.M.	10	4
SATURDAY	2/23/2013	9 A.M	11 P.M.	8.5	5.5
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: 37

EMPLOYEE SIGNATURE: Confidential

PAY: $375.00
DRAWS:
NET: $375.00

NAME: GERMAN ALARCON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	8	6
TUESDAY	2/19/2013	9 A.M	11 P.M.	8	6
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	7.5	6.5
THURSDAY	2/21/2013	9 A.M	11 P.M.	6.5	2.5
FRIDAY	2/22/2013	9 A.M.	11 P.M.	11	3
SATURDAY	2/23/2013	9 A.M	11 P.M.	8.5	5.5
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: 34.5

Confidential

EMPLOYEE SIGNATURE:

PAY: $400.00
DRAWS: $0.00
NET: $400.00

NAME: RUTILIO GUZMAN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	10	4
TUESDAY	2/19/2013	9 A.M	11 P.M.	8.5	5.5
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	9	5
THURSDAY	2/21/2013	9 A.M	11 P.M.	8	6
FRIDAY	2/22/2013	9 A.M.	11 P.M.	10	4
SATURDAY	2/23/2013	9 A.M	11 P.M.	7	7
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

Confidential

WORKWEEK HOURS TOTAL: 36.5

EMPLOYEE SIGNATURE:

PAY: $500.00
DRAWS: $15.00
NET: $485.00

NAME: FELIPE RENDON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	10	4
TUESDAY	2/19/2013	9 A.M	11 P.M.	8.5	5.5
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	9	5
THURSDAY	2/21/2013	9 A.M	11 P.M.	8	6
FRIDAY	2/22/2013	9 A.M.	11 P.M.	10	4
SATURDAY	2/23/2013	9 A.M	11 P.M.	7	7
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: 36.5

EMPLOYEE SIGNATURE: Confidential

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PAY: $350.0
DRAWS: $15.0
NET: $335.0

NAME: JOAN HERRERA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	7	7
TUESDAY	2/19/2013	9 A.M	11 P.M.	8	6
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	8.5	5.5
THURSDAY	2/21/2013	9 A.M	11 P.M.	9.5	4.5
FRIDAY	2/22/2013	9 A.M.	11 P.M.	11	3
SATURDAY	2/23/2013	9 A.M	11 P.M.	7	7
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: 38

EMPLOYEE SIGNATURE: Confidential

PAY: $650.00
DRAWS: $230.00
NET: $420.00

NAME: BENNY HILL

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	8	6
TUESDAY	2/19/2013	9 A.M	11 P.M.	7	7
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	8.5	5.5
THURSDAY	2/21/2013	9 A.M	11 P.M.	11	3
FRIDAY	2/22/2013	9 A.M.	11 P.M.	10	6
SATURDAY	2/23/2013	9 A.M	11 P.M.	6.5	7.5
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS:
NET: $325.00

NAME: CONSUELO MEJIA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	8	6
TUESDAY	2/19/2013	9 A.M	11 P.M.	8	7
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	9	5
THURSDAY	2/21/2013	9 A.M	11 P.M.	11	3
FRIDAY	2/22/2013	9 A.M.	11 P.M.	9	7
SATURDAY	2/23/2013	9 A.M	11 P.M.	10	4
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: 37

EMPLOYEE SIGNATURE: Confidential Confidential

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PAY: $104.29
DRAWS: $0.00
NET: $104.29

NAME: JAVIER HERNANDEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	OFF	OFF	0	0
TUESDAY	2/19/2013	OFF	OFF	0	0
WEDNESDAY	2/20/2013	OFF	OFF	0	0
THURSDAY	2/21/2013	OFF	OFF	0	0
FRIDAY	2/22/2013	OFF	OFF	0	0
SATURDAY	2/23/2013	9 A.M	11 P.M.	8	6
SUNDAY	2/24/2013	9 A.M	12 A.M.	10	5

WORKWEEK HOURS TOTAL: 11

Confidential

EMPLOYEE SIGNATURE: [redacted]

PAY: $550.00
DRAWS: $0.00
NET: $550.00

NAME: ROGER HERNANDEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	8	6
TUESDAY	2/19/2013	9 A.M	11 P.M.	8	6
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	9	5
THURSDAY	2/21/2013	9 A.M	11 P.M.	10	4
FRIDAY	2/22/2013	9 A.M.	11 P.M.	8	6
SATURDAY	2/23/2013	9 A.M	11 P.M.	8	6
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: 38

Confidential

EMPLOYEE SIGNATURE: [redacted]

PAY: $385.00
DRAWS: $15.00
NET: $370.00

NAME: ROGELIO PEREZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	8	6
TUESDAY	2/19/2013	9 A.M	11 P.M.	8	6
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	9	5
THURSDAY	2/21/2013	9 A.M	11 P.M.	10	4
FRIDAY	2/22/2013	9 A.M.	11 P.M.	8	6
SATURDAY	2/23/2013	9 A.M	11 P.M.	8	6
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: 38

Confidential

EMPLOYEE SIGNATURE: [redacted]

PAY: $2,000.00
DRAWS:
NET: $2,000.00

NAME: MANUEL MARTINEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	8	6
TUESDAY	2/19/2013	9 A.M	11 P.M.	7.5	6.5
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	7.5	6.5
THURSDAY	2/21/2013	9 A.M	11 P.M.	6	3
FRIDAY	2/22/2013	9 A.M.	11 P.M.	11	3
SATURDAY	2/23/2013	9 A.M	11 P.M.	8.5	5.5
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: 35.5

Confidential

EMPLOYEE SIGNATURE:

Confidential

PAY: $400.00
DRAWS: $15.00
NET: $385.00

NAME: JOSE C SANCHEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	8	6
TUESDAY	2/19/2013	9 A.M	11 P.M.	8	6
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	7	7
THURSDAY	2/21/2013	9 A.M	11 P.M.	5	4
FRIDAY	2/22/2013	9 A.M.	11 P.M.	10	4
SATURDAY	2/23/2013	9 A.M	11 P.M.	8.5	5.5
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: 37.5

Confidential

EMPLOYEE SIGNATURE:

PAY: $325.00
DRAWS: $15.00
NET: $310.00

NAME: LUIS BORAJA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	8	6
TUESDAY	2/19/2013	9 A.M	11 P.M.	8	6
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	8	6
THURSDAY	2/21/2013	9 A.M	11 P.M.	10	4
FRIDAY	2/22/2013	9 A.M.	11 P.M.	8	6
SATURDAY	2/23/2013	9 A.M	11 P.M.	8	6
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: 39

Confidential

EMPLOYEE SIGNATURE: Butler's E 88

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PAY: $325.0
DRAWS: $40.0
NET: $285.0

NAME: FRANK BARAJAS

DAY	DATE	IN	OUT	BREAKS	TOTAL HO
MONDAY	2/18/2013	9 A.M.	11 P.M.	7	7
TUESDAY	2/19/2013	9 A.M	11 P.M.	8	6
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	8.5	5.5
THURSDAY	2/21/2013	9 A.M	11 P.M.	9	5
FRIDAY	2/22/2013	9 A.M.	11 P.M.	11	3
SATURDAY	2/23/2013	9 A.M	11 P.M.	7	7
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: 38.5

EMPLOYEE SIGNATURE: [redacted] Confidential

PAY: $390.00
DRAWS: $0.00
NET: $390.00

NAME: JULIAN ARMENTA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	8	6
TUESDAY	2/19/2013	9 A.M	11 P.M.	7.5	6.5
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	6.5	7.5
THURSDAY	2/21/2013	9 A.M	11 P.M.	6.5	2.5
FRIDAY	2/22/2013	9 A.M.	11 P.M.	11	3
SATURDAY	2/23/2013	9 A.M	11 P.M.	8.5	5.5
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: 36

EMPLOYEE SIGNATURE: [redacted] Confidential

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: EDUARDO CERVANTES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	8	6
TUESDAY	2/19/2013	9 A.M	11 P.M.	7	7
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	8.5	5.5
THURSDAY	2/21/2013	9 A.M	11 P.M.	10	4
FRIDAY	2/22/2013	9 A.M.	11 P.M.	9	7
SATURDAY	2/23/2013	9 A.M	11 P.M.	8.5	5.5
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE: [redacted] Confidential

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PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: MARIANO ROA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	9	5
TUESDAY	2/19/2013	9 A.M	11 P.M.	8	6
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	8.5	5.5
THURSDAY	2/21/2013	9 A.M	11 P.M.	9.5	4.5
FRIDAY	2/22/2013	9 A.M.	11 P.M.	10	4
SATURDAY	2/23/2013	9 A.M	11 P.M.	7	7
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: 37

Confidential

EMPLOYEE SIGNATURE:

PAY: $450.00
DRAWS: $0.00
NET: $450.00

NAME: MIKE BROWN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	8	6
TUESDAY	2/19/2013	9 A.M	11 P.M.	7	7
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	8.5	5.5
THURSDAY	2/21/2013	9 A.M	11 P.M.	10	4
FRIDAY	2/22/2013	9 A.M.	11 P.M.	10.5	5.5
SATURDAY	2/23/2013	9 A.M	11 P.M.	7.5	6.5
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: 39.5

Confidential

EMPLOYEE SIGNATURE:

PAY: $400.00
DRAWS: $0.00
NET: $400.00

NAME: EDUARDO MOTA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	8	6
TUESDAY	2/19/2013	9 A.M	11 P.M.	7	7
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	8.5	5.5
THURSDAY	2/21/2013	9 A.M	11 P.M.	10	4
FRIDAY	2/22/2013	9 A.M.	11 P.M.	9	7
SATURDAY	2/23/2013	9 A.M	11 P.M.	8.5	5.5
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE:

PAY: $2,000.00
DRAWS:
NET: $2,000.00

NAME: BILLY TRUAX

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	8	6
TUESDAY	2/19/2013	9 A.M	11 P.M.	7.5	6.5
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	7.5	6.5
THURSDAY	2/21/2013	9 A.M	11 P.M.	6	3
FRIDAY	2/22/2013	9 A.M.	11 P.M.	11	3
SATURDAY	2/23/2013	9 A.M	11 P.M.	8	6
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: 36

EMPLOYEE SIGNATURE: Confidential

PAY: $450.00
DRAWS: $0.00
NET: $450.00

NAME: MIKE PITTS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	9	5
TUESDAY	2/19/2013	9 A.M	11 P.M.	8	6
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	9	5
THURSDAY	2/21/2013	9 A.M	11 P.M.	9	5
FRIDAY	2/22/2013	9 A.M.	11 P.M.	10	4
SATURDAY	2/23/2013	9 A.M	11 P.M.	7	7
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: 37

EMPLOYEE SIGNATURE: Confidential

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: DANIEL CERVANTES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	8	6
TUESDAY	2/19/2013	9 A.M	11 P.M.	7.5	6.5
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	7.5	6.5
THURSDAY	2/21/2013	9 A.M	11 P.M.	6.5	2.5
FRIDAY	2/22/2013	9 A.M.	11 P.M.	11	3
SATURDAY	2/23/2013	9 A.M	11 P.M.	8.5	5.5
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: 35

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: ARTHUR SANCHEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	8	6
TUESDAY	2/19/2013	9 A.M	11 P.M.	7.5	6.5
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	6.5	7.5
THURSDAY	2/21/2013	9 A.M	11 P.M.	6.5	2.5
FRIDAY	2/22/2013	9 A.M.	11 P.M.	11	3
SATURDAY	2/23/2013	9 A.M	11 P.M.	8.5	5.5
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: 36

EMPLOYEE SIGNATURE:

Confidential

PAY: $500.00
DRAWS: $0.00
NET: $500.00

NAME: RON PIERCE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	5 P.M.	2	6
TUESDAY	2/19/2013	9 A.M	5 P.M.	5.5	2.5
WEDNESDAY	2/20/2013	9 A.M.	5 P.M.	2	6
THURSDAY	2/21/2013	9 A.M	5 P.M.	7	1
FRIDAY	2/22/2013	9 A.M.	5 P.M.	6	2
SATURDAY	2/23/2013	9 A.M	5 P.M.	6	2
SUNDAY	2/24/2013	9 A.M	5 P.M.	6	2

WORKWEEK HOURS TOTAL: 21.5

EMPLOYEE SIGNATURE:

Confidential

Confidential

PAY: $232.14
DRAWS: $0.00
NET: $232.14

NAME: GIOVANY INZUALA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	OFF	OFF	0	0
TUESDAY	2/19/2013	OFF	OFF	0	0
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	7.5	6.5
THURSDAY	2/21/2013	9 A.M	11 P.M.	6	3
FRIDAY	2/22/2013	9 A.M.	11 P.M.	10	4
SATURDAY	2/23/2013	9 A.M	11 P.M.	8.5	5.5
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: 24

EMPLOYEE SIGNATURE:

Confidential

PAY: $350.00
DRAWS:
NET: $350.00

NAME: JOHNNIE FLORES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	10	4
TUESDAY	2/19/2013	9 A.M	11 P.M.	8.5	5.5
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	9	5
THURSDAY	2/21/2013	9 A.M	11 P.M.	8	6
FRIDAY	2/22/2013	9 A.M.	11 P.M.	10	4
SATURDAY	2/23/2013	9 A.M	11 P.M.	7	7
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: 36.5

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: ANTONIO ARMENTA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	8	6
TUESDAY	2/19/2013	9 A.M	11 P.M.	9	6
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	9	5
THURSDAY	2/21/2013	9 A.M	11 P.M.	10	4
FRIDAY	2/22/2013	9 A.M.	11 P.M.	10	6
SATURDAY	2/23/2013	9 A.M	11 P.M.	10	4
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: Confidential 36

EMPLOYEE SIGNATURE: [redacted]

PAY: $350.0
DRAWS: $0.0
NET: $350.0

NAME: JOSE MENDEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	7	7
TUESDAY	2/19/2013	9 A.M	11 P.M.	8.5	5.5
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	8.5	5.5
THURSDAY	2/21/2013	9 A.M	11 P.M.	9	5
FRIDAY	2/22/2013	9 A.M.	11 P.M.	10.5	3.5
SATURDAY	2/23/2013	9 A.M	11 P.M.	7	7
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: Confidential 38.5

EMPLOYEE SIGNATURE: [redacted]

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PAY: $325.00
DRAWS: $15.00
NET: $310.00

NAME: MIGUEL HERRERA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	9	5
TUESDAY	2/19/2013	9 A.M	11 P.M.	8	6
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	7.5	6.5
THURSDAY	2/21/2013	9 A.M	11 P.M.	9.5	4.5
FRIDAY	2/22/2013	9 A.M.	11 P.M.	11	3
SATURDAY	2/23/2013	9 A.M	11 P.M.	7	7
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: 37

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $470.00
DRAWS: $15.00
NET: $455.00

NAME: OMAR PEDRO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	10	4
TUESDAY	2/19/2013	9 A.M	11 P.M.	8.5	5.5
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	9	5
THURSDAY	2/21/2013	9 A.M	11 P.M.	8.5	5.5
FRIDAY	2/22/2013	9 A.M.	11 P.M.	9	5
SATURDAY	2/23/2013	9 A.M	11 P.M.	7	7
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: 37

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $500.00
DRAWS: $15.00
NET: $485.00

NAME: CARLOS RIVERA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	8	6
TUESDAY	2/19/2013	9 A.M	11 P.M.	8	7
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	9	5
THURSDAY	2/21/2013	9 A.M	11 P.M.	11	3
FRIDAY	2/22/2013	9 A.M.	11 P.M.	10	6
SATURDAY	2/23/2013	9 A.M	11 P.M.	9	5
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: 37

EMPLOYEE SIGNATURE: Confidential [redacted]

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PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: AMANCIO GONZALEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOUR
MONDAY	2/18/2013	9 A.M.	11 P.M.	8	6
TUESDAY	2/19/2013	9 A.M	11 P.M.	8	7
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	9	5
THURSDAY	2/21/2013	9 A.M	11 P.M.	10	4
FRIDAY	2/22/2013	9 A.M.	11 P.M.	9	7
SATURDAY	2/23/2013	9 A.M	11 P.M.	11	3
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: 37

Confidential

EMPLOYEE SIGNATURE:

PAY: $[illegible]
DRAWS: $0.[illegible]
NET: $350.00

NAME: ISIDRO MORALES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	8	6
TUESDAY	2/19/2013	9 A.M	11 P.M.	8	6
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	9	5
THURSDAY	2/21/2013	9 A.M	11 P.M.	9.5	4.5
FRIDAY	2/22/2013	9 A.M.	11 P.M.	9	5
SATURDAY	2/23/2013	9 A.M	11 P.M.	8	6
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: 37.5

Confidential

EMPLOYEE SIGNATURE:

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: JAVIER SALVADORE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	8	6
TUESDAY	2/19/2013	9 A.M	11 P.M.	7	7
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	7.5	6.5
THURSDAY	2/21/2013	9 A.M	11 P.M.	11	3
FRIDAY	2/22/2013	9 A.M.	11 P.M.	9	7
SATURDAY	2/23/2013	9 A.M	11 P.M.	9	5
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: 39.5

Confidential

EMPLOYEE SIGNATURE:

PAY: $380.00
DRAWS: $50.00
NET: $330.00

NAME: JOSE GUTIERREZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	8	6
TUESDAY	2/19/2013	9 A.M	11 P.M.	7	7
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	7.5	6.5
THURSDAY	2/21/2013	9 A.M	11 P.M.	11	3
FRIDAY	2/22/2013	9 A.M.	11 P.M.	9	7
SATURDAY	2/23/2013	9 A.M	11 P.M.	9	5
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: 39.5

Confidential

EMPLOYEE SIGNATURE:

PAY: $325.00
DRAWS: $40.00
NET: $285.00

NAME: JAVIER LOZA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	7	7
TUESDAY	2/19/2013	9 A.M	11 P.M.	8	6
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	8.5	5.5
THURSDAY	2/21/2013	9 A.M	11 P.M.	9	5
FRIDAY	2/22/2013	9 A.M.	11 P.M.	11	3
SATURDAY	2/23/2013	9 A.M	11 P.M.	7	7
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: 38.5

Confidential

Confidential

EMPLOYEE SIGNATURE:

PAY: $410.00
DRAWS: $15.00
NET: $395.00

NAME: JULIO MARTINEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	8	6
TUESDAY	2/19/2013	9 A.M	11 P.M.	7	7
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	8.5	5.5
THURSDAY	2/21/2013	9 A.M	11 P.M.	10	4
FRIDAY	2/22/2013	9 A.M.	11 P.M.	9	7
SATURDAY	2/23/2013	9 A.M	11 P.M.	8.5	5.5
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE:

PAY: $395.00
DRAWS: $15.00
NET: $380.00

NAME: ARNULFO GARCIA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	9	5
TUESDAY	2/19/2013	9 A.M	11 P.M.	8	6
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	8.5	5.5
THURSDAY	2/21/2013	9 A.M	11 P.M.	9.5	4.5
FRIDAY	2/22/2013	9 A.M.	11 P.M.	10	4
SATURDAY	2/23/2013	9 A.M	11 P.M.	7	7
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: 37

EMPLOYEE SIGNATURE: Confidential

PAY: $350.00
DRAWS: $15.00
NET: $335.00

NAME: RICARDO RUIZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	9	5
TUESDAY	2/19/2013	9 A.M	11 P.M.	8	6
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	8.5	5.5
THURSDAY	2/21/2013	9 A.M	11 P.M.	9.5	4.5
FRIDAY	2/22/2013	9 A.M.	11 P.M.	11	3
SATURDAY	2/23/2013	9 A.M	11 P.M.	7	7
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: 36

EMPLOYEE SIGNATURE: Confidential

PAY: $350.00
DRAWS:
NET: $350.00

NAME: PRIMITIVO SALVADORE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	8	6
TUESDAY	2/19/2013	9 A.M	11 P.M.	8	7
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	9	5
THURSDAY	2/21/2013	9 A.M	11 P.M.	11	3
FRIDAY	2/22/2013	9 A.M.	11 P.M.	10	6
SATURDAY	2/23/2013	9 A.M	11 P.M.	9	5
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: 37

EMPLOYEE SIGNATURE: Confidential

PAY: $375.0
DRAWS: $0.0
NET: $375.0

NAME: RICARDO HUERTA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	7	7
TUESDAY	2/19/2013	9 A.M	11 P.M.	8.5	5.5
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	8.5	5.5
THURSDAY	2/21/2013	9 A.M	11 P.M.	9	5
FRIDAY	2/22/2013	9 A.M.	11 P.M.	10.5	3.5
SATURDAY	2/23/2013	9 A.M	11 P.M.	7	7
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: 38.5

Confidential

EMPLOYEE SIGNATURE:

PAY: $350.00
DRAWS: $7.00
NET: $343.00

NAME: DANIEL CASTRO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	8	6
TUESDAY	2/19/2013	9 A.M	11 P.M.	8	7
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	9	5
THURSDAY	2/21/2013	9 A.M	11 P.M.	10	4
FRIDAY	2/22/2013	9 A.M.	11 P.M.	9	7
SATURDAY	2/23/2013	9 A.M	11 P.M.	11	3
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: 37

Confidential

EMPLOYEE SIGNATURE:

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: ISMAEL MONTALVO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	8	6
TUESDAY	2/19/2013	9 A.M	11 P.M.	7.5	6.5
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	6.5	7.5
THURSDAY	2/21/2013	9 A.M	11 P.M.	6.5	2.5
FRIDAY	2/22/2013	9 A.M.	11 P.M.	10	4
SATURDAY	2/23/2013	9 A.M	11 P.M.	8.5	5.5
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: 37

Confidential

EMPLOYEE SIGNATURE:

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PAY: $375.00
DRAWS:
NET: $375.00

NAME: ANDRES ANDRADE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	10	4
TUESDAY	2/19/2013	9 A.M	11 P.M.	8.5	5.5
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	9	5
THURSDAY	2/21/2013	9 A.M	11 P.M.	8	6
FRIDAY	2/22/2013	9 A.M.	11 P.M.	10	4
SATURDAY	2/23/2013	9 A.M	11 P.M.	7	7
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: 36.5

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: LUIS TEJEDA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	9	5
TUESDAY	2/19/2013	9 A.M	11 P.M.	8	6
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	9	5
THURSDAY	2/21/2013	9 A.M	11 P.M.	9	5
FRIDAY	2/22/2013	9 A.M.	11 P.M.	10	4
SATURDAY	2/23/2013	9 A.M	11 P.M.	7	7
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: 37

EMPLOYEE SIGNATURE: Confidential

PAY: $380.00
DRAWS: $0.00
NET: $380.00

NAME: ARMONDO APOLINAR

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	8	6
TUESDAY	2/19/2013	9 A.M	11 P.M.	8	6
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	7	7
THURSDAY	2/21/2013	9 A.M	11 P.M.	5	4
FRIDAY	2/22/2013	9 A.M.	11 P.M.	10	4
SATURDAY	2/23/2013	9 A.M	11 P.M.	8.5	5.5
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: 37.5

EMPLOYEE SIGNATURE: Confidential

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PAY: $350.00
DRAWS: $162.00
NET: $188.00

NAME: WENDELL MINGS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	8	6
TUESDAY	2/19/2013	9 A.M	11 P.M.	8	7
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	9	5
THURSDAY	2/21/2013	9 A.M	11 P.M.	10	4
FRIDAY	2/22/2013	9 A.M.	11 P.M.	9	7
SATURDAY	2/23/2013	9 A.M	11 P.M.	11	3
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: 37

EMPLOYEE SIGNATURE: [redacted] Confidential

PAY: $375.0
DRAWS: $15.0
NET: $360.0

NAME: FERNANDO SALAS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	7	7
TUESDAY	2/19/2013	9 A.M	11 P.M.	8	6
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	8.5	5.5
THURSDAY	2/21/2013	9 A.M	11 P.M.	9	5
FRIDAY	2/22/2013	9 A.M.	11 P.M.	11	3
SATURDAY	2/23/2013	9 A.M	11 P.M.	7	7
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: 38.5

EMPLOYEE SIGNATURE: [redacted] Confidential

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: JOHN PRIMERO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	8	6
TUESDAY	2/19/2013	9 A.M	11 P.M.	8	6
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	7.5	6.5
THURSDAY	2/21/2013	9 A.M	11 P.M.	6	3
FRIDAY	2/22/2013	9 A.M.	11 P.M.	10.5	3.5
SATURDAY	2/23/2013	9 A.M	11 P.M.	8.5	5.5
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: [redacted] Confidential 35.5

EMPLOYEE SIGNATURE: [redacted]

Butler's Exh. 26, p. 200

PAY: $325.00
DRAWS: $40.00
NET: $285.00

NAME: MICHELLE AGUILAR

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	8	6
TUESDAY	2/19/2013	9 A.M	11 P.M.	8	6
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	7.5	6.5
THURSDAY	2/21/2013	9 A.M	11 P.M.	6	3
FRIDAY	2/22/2013	9 A.M.	11 P.M.	10.5	3.5
SATURDAY	2/23/2013	9 A.M	11 P.M.	8.5	5.5
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: 35.5

EMPLOYEE SIGNATURE: Confidential

PAY: $278.57
DRAWS: $80.00
NET: $198.57

NAME: WILLIE GARCIA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	OFF	OFF	0	0
TUESDAY	2/19/2013	9 A.M	11 P.M.	7	7
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	8.5	5.5
THURSDAY	2/21/2013	9 A.M	11 P.M.	11	3
FRIDAY	2/22/2013	9 A.M.	11 P.M.	10.5	5.5
SATURDAY	2/23/2013	9 A.M	11 P.M.	6.5	7.5
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: 33.5

EMPLOYEE SIGNATURE: Confidential

PAY: $385.00
DRAWS: $0.00
NET: $385.00

NAME: ROBERTO PENA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	8	6
TUESDAY	2/19/2013	9 A.M	11 P.M.	7.5	6.5
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	7	7
THURSDAY	2/21/2013	9 A.M	11 P.M.	6	3
FRIDAY	2/22/2013	9 A.M.	11 P.M.	10	4
SATURDAY	2/23/2013	9 A.M	11 P.M.	8.5	5.5
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: Confidential 37

EMPLOYEE SIGNATURE:

Butler's Exh. 26, p. 201

PAY: $325.00
DRAWS: $15.00
NET: $310.00

NAME: ANGEL LOPEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	8	6
TUESDAY	2/19/2013	9 A.M	11 P.M.	7.5	6.5
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	7	7
THURSDAY	2/21/2013	9 A.M	11 P.M.	6	3
FRIDAY	2/22/2013	9 A.M.	11 P.M.	10	4
SATURDAY	2/23/2013	9 A.M	11 P.M.	8.5	5.5
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: 37

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $745.00
DRAWS: $0.00
NET: $745.00

NAME: ANTONIO MENDEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	8	6
TUESDAY	2/19/2013	9 A.M	11 P.M.	7	7
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	8.5	5.5
THURSDAY	2/21/2013	9 A.M	11 P.M.	11	3
FRIDAY	2/22/2013	9 A.M.	11 P.M.	9.5	6.5
SATURDAY	2/23/2013	9 A.M	11 P.M.	7.5	6.5
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: 39.5

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: JAIME MENDOZA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	8	6
TUESDAY	2/19/2013	9 A.M	11 P.M.	8	6
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	9	5
THURSDAY	2/21/2013	9 A.M	11 P.M.	9.5	4.5
FRIDAY	2/22/2013	9 A.M.	11 P.M.	9	5
SATURDAY	2/23/2013	9 A.M	11 P.M.	8	6
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: 37.5

EMPLOYEE SIGNATURE: Confidential [redacted]

Butler's Exh[redacted], p. 202

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: ZOCIMO APODOCA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	8	6
TUESDAY	2/19/2013	9 A.M	11 P.M.	8	6
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	7	7
THURSDAY	2/21/2013	9 A.M	11 P.M.	5.5	3.5
FRIDAY	2/22/2013	9 A.M.	11 P.M.	10	4
SATURDAY	2/23/2013	9 A.M	11 P.M.	8.5	5.5
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: 37

EMPLOYEE SIGNATURE: Confidential

PAY: $400.00
DRAWS: $80.00
NET: $320.00

NAME: CARLOS PERDOMO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	8	6
TUESDAY	2/19/2013	9 A.M	11 P.M.	7	7
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	8.5	5.5
THURSDAY	2/21/2013	9 A.M	11 P.M.	10	4
FRIDAY	2/22/2013	9 A.M.	11 P.M.	9	7
SATURDAY	2/23/2013	9 A.M	11 P.M.	8.5	5.5
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: Confidential 40

EMPLOYEE SIGNATURE:

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: ARACELI TORRES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	8	6
TUESDAY	2/19/2013	9 A.M	11 P.M.	8	7
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	9	5
THURSDAY	2/21/2013	9 A.M	11 P.M.	11	3
FRIDAY	2/22/2013	9 A.M.	11 P.M.	9.5	6.5
SATURDAY	2/23/2013	9 A.M	11 P.M.	10	4
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: 36.5

EMPLOYEE SIGNATURE: Confidential

Butler's Exh. 26, p. 203

PAY: $425.00
DRAWS: $0.00
NET: $425.00

NAME: JUAN RUIZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	9	5
TUESDAY	2/19/2013	9 A.M	11 P.M.	8	6
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	8.5	5.5
THURSDAY	2/21/2013	9 A.M	11 P.M.	9.5	4.5
FRIDAY	2/22/2013	9 A.M.	11 P.M.	11	3
SATURDAY	2/23/2013	9 A.M	11 P.M.	7	7
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: 36

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $375.00
DRAWS: $0.00
NET: $375.00

NAME: GUADALUPE RODRIGUEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	8	6
TUESDAY	2/19/2013	9 A.M	11 P.M.	8	6
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	9	6
THURSDAY	2/21/2013	9 A.M	11 P.M.	9	4
FRIDAY	2/22/2013	9 A.M.	11 P.M.	9	6
SATURDAY	2/23/2013	9 A.M	11 P.M.	11	6
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: 39

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: JESUS GRAJALES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	8	6
TUESDAY	2/19/2013	9 A.M	11 P.M.	8	7
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	8	6
THURSDAY	2/21/2013	9 A.M	11 P.M.	10	4
FRIDAY	2/22/2013	9 A.M.	11 P.M.	9	7
SATURDAY	2/23/2013	9 A.M	11 P.M.	9	5
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE: Confidential [redacted]

Butler's Exh. 26, p. 204

PAY: $425.00
DRAWS: $0.00
NET: $425.00

NAME: ROSALINO GONZALES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	8	6
TUESDAY	2/19/2013	9 A.M	11 P.M.	7.5	6.5
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	7	7
THURSDAY	2/21/2013	9 A.M	11 P.M.	6	3
FRIDAY	2/22/2013	9 A.M.	11 P.M.	10	4
SATURDAY	2/23/2013	9 A.M	11 P.M.	8.5	5.5
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: 37

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: 380
DRAWS: $0.00
NET: 350

NAME: PEDRO LOZANO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	8	6
TUESDAY	2/19/2013	9 A.M	11 P.M.	8	6
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	7	7
THURSDAY	2/21/2013	9 A.M	11 P.M.	5	4
FRIDAY	2/22/2013	9 A.M.	11 P.M.	10	4
SATURDAY	2/23/2013	9 A.M	11 P.M.	8.5	5.5
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: 37.5

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $375.00
DRAWS: $15.00
NET: $360.00

NAME: JESUS MARTINEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	10	4
TUESDAY	2/19/2013	9 A.M	11 P.M.	8.5	5.5
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	9	5
THURSDAY	2/21/2013	9 A.M	11 P.M.	8.5	5.5
FRIDAY	2/22/2013	9 A.M.	11 P.M.	9	5
SATURDAY	2/23/2013	9 A.M	11 P.M.	7	7
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: 37

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $325.00
DRAWS: $15.00
NET: $310.00

NAME: JOSE CARMONA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	7	7
TUESDAY	2/19/2013	9 A.M	11 P.M.	8.5	5.5
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	8.5	5.5
THURSDAY	2/21/2013	9 A.M	11 P.M.	9.5	4.5
FRIDAY	2/22/2013	9 A.M.	11 P.M.	11	3
SATURDAY	2/23/2013	9 A.M	11 P.M.	7	7
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: 37.5

Confidential

EMPLOYEE SIGNATURE:

PAY: $1,000.00
DRAWS: $0.00
NET: $1,000.00

NAME: RAUL VILLA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	8	6
TUESDAY	2/19/2013	9 A.M	11 P.M.	8	6
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	7.5	6.5
THURSDAY	2/21/2013	9 A.M	11 P.M.	6	3
FRIDAY	2/22/2013	9 A.M.	11 P.M.	10.5	3.5
SATURDAY	2/23/2013	9 A.M	11 P.M.	8.5	5.5
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: 35.5

Confidential

EMPLOYEE SIGNATURE:

PAY: $395.00
DRAWS: $0.00
NET: $395.00

NAME: FELIPE VILLEGAS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	8	6
TUESDAY	2/19/2013	9 A.M	11 P.M.	7.5	6.5
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	7.5	6.5
THURSDAY	2/21/2013	9 A.M	11 P.M.	6	3
FRIDAY	2/22/2013	9 A.M.	11 P.M.	11	3
SATURDAY	2/23/2013	9 A.M	11 P.M.	8.5	5.5
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: 35.5

Confidential

EMPLOYEE SIGNATURE:

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PAY: $575.00
DRAWS: $15.00
NET: $560.00

NAME: CARLOS ARMENTA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOUR
MONDAY	2/18/2013	9 A.M.	11 P.M.	8	6
TUESDAY	2/19/2013	9 A.M	11 P.M.	8	6
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	8.5	5.5
THURSDAY	2/21/2013	9 A.M	11 P.M.	10	4
FRIDAY	2/22/2013	9 A.M.	11 P.M.	10	6
SATURDAY	2/23/2013	9 A.M	11 P.M.	7.5	6.5
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: 39

EMPLOYEE SIGNATURE: Confidential

PAY:
DRAWS:
NET: $375.

NAME: EDILBERTO GONZALEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	8	6
TUESDAY	2/19/2013	9 A.M	11 P.M.	7	7
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	7.5	6.5
THURSDAY	2/21/2013	9 A.M	11 P.M.	11	3
FRIDAY	2/22/2013	9 A.M.	11 P.M.	9	7
SATURDAY	2/23/2013	9 A.M	11 P.M.	9	5
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: 39.5

EMPLOYEE SIGNATURE: Confidential

PAY: $375.00
DRAWS: $0.00
NET: $375.00

NAME: MARTIN CAELA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	10	4
TUESDAY	2/19/2013	9 A.M	11 P.M.	8.5	5.5
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	9	5
THURSDAY	2/21/2013	9 A.M	11 P.M.	8	6
FRIDAY	2/22/2013	9 A.M.	11 P.M.	10	4
SATURDAY	2/23/2013	9 A.M	11 P.M.	7	7
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: 36.5

EMPLOYEE SIGNATURE: Confidential

Butler's Exh. 26, p. 207

PAY: $350.00
DRAWS: $55.00
NET: $295.00

NAME: TAYO LAMBERT

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	8	6
TUESDAY	2/19/2013	9 A.M	11 P.M.	8	7
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	9	5
THURSDAY	2/21/2013	9 A.M	11 P.M.	10	4
FRIDAY	2/22/2013	9 A.M.	11 P.M.	10	6
SATURDAY	2/23/2013	9 A.M	11 P.M.	10	4
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: 37

EMPLOYEE SIGNATURE: Confidential

PAY: $375.00
DRAWS: $0.00
NET: $375.00

NAME: MANOLO MUNOZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	8	6
TUESDAY	2/19/2013	9 A.M	11 P.M.	8	7
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	9	5
THURSDAY	2/21/2013	9 A.M	11 P.M.	11	3
FRIDAY	2/22/2013	9 A.M.	11 P.M.	10.5	5.5
SATURDAY	2/23/2013	9 A.M	11 P.M.	9	5
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: 36.5

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $7.00
NET: $318.00

NAME: THOMAS HANSON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	8	6
TUESDAY	2/19/2013	9 A.M	11 P.M.	10	4
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	8	6
THURSDAY	2/21/2013	9 A.M	11 P.M.	10	4
FRIDAY	2/22/2013	9 A.M.	11 P.M.	8	6
SATURDAY	2/23/2013	9 A.M	11 P.M.	8	6
SUNDAY	2/24/2013	9 A.M	12 A.M.	10	5

WORKWEEK HOURS TOTAL: Confidential 37

EMPLOYEE SIGNATURE:

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PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: MATEO CARDENA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	8	6
TUESDAY	2/19/2013	9 A.M	11 P.M.	8	6
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	7	7
THURSDAY	2/21/2013	9 A.M	11 P.M.	5.5	3.5
FRIDAY	2/22/2013	9 A.M.	11 P.M.	10	4
SATURDAY	2/23/2013	9 A.M	11 P.M.	8.5	5.5
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: 37

Confidential

EMPLOYEE SIGNATURE:

PAY: $100.00
DRAWS:
NET: $100.00

NAME: JORGE RIVAS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	OFF	OFF	0	0
TUESDAY	2/19/2013	OFF	OFF	0	0
WEDNESDAY	2/20/2013	OFF	OFF	0	0
THURSDAY	2/21/2013	OFF	OFF	0	0
FRIDAY	2/22/2013	OFF	OFF	0	0
SATURDAY	2/23/2013	9 A.M	11 P.M.	8	6
SUNDAY	2/24/2013	9 A.M	12 A.M.	10	5

WORKWEEK HOURS TOTAL: 11

Confidential

EMPLOYEE SIGNATURE:

PAY: $375.00
DRAWS: $15.00
NET: $360.00

NAME: RAUL BAEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	9	5
TUESDAY	2/19/2013	9 A.M	11 P.M.	8	6
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	9	5
THURSDAY	2/21/2013	9 A.M	11 P.M.	9	5
FRIDAY	2/22/2013	9 A.M.	11 P.M.	10	4
SATURDAY	2/23/2013	9 A.M	11 P.M.	7	7
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: 37

Confidential

EMPLOYEE SIGNATURE:

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DRAWS: $7.00

NET: $318.00

NAME: IGNACIO CARBALLO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	8	6
TUESDAY	2/19/2013	9 A.M	11 P.M.	7.5	6.5
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	6.5	7.5
THURSDAY	2/21/2013	9 A.M	11 P.M.	6.5	2.5
FRIDAY	2/22/2013	9 A.M.	11 P.M.	10	4
SATURDAY	2/23/2013	9 A.M	11 P.M.	8.5	5.5
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: 37

Confidential

EMPLOYEE SIGNATURE:

PAY: $100.00

DRAWS: $0.00

NET: $100.00

NAME: VERONICO CARDENA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	OFF	OFF	0	0
TUESDAY	2/19/2013	OFF	OFF	0	0
WEDNESDAY	2/20/2013	OFF	OFF	0	0
THURSDAY	2/21/2013	OFF	OFF	0	0
FRIDAY	2/22/2013	OFF	OFF	0	0
SATURDAY	2/23/2013	9 A.M	11 P.M.	10	4
SUNDAY	2/24/2013	9 A.M	12 A.M.	10	5

WORKWEEK HOURS TOTAL: 9

Confidential

EMPLOYEE SIGNATURE:

PAY: $350.00

DRAWS: $15.00

NET: $335.00

NAME: RAUL SEDANO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	7	7
TUESDAY	2/19/2013	9 A.M	11 P.M.	8	6
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	8.5	5.5
THURSDAY	2/21/2013	9 A.M	11 P.M.	9.5	4.5
FRIDAY	2/22/2013	9 A.M.	11 P.M.	11	3
SATURDAY	2/23/2013	9 A.M	11 P.M.	7	7
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: 38

Confidential

EMPLOYEE SIGNATURE:

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PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: OMAR ARELLANO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	8	6
TUESDAY	2/19/2013	9 A.M	11 P.M.	8	7
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	9	5
THURSDAY	2/21/2013	9 A.M	11 P.M.	10	4
FRIDAY	2/22/2013	9 A.M.	11 P.M.	9	7
SATURDAY	2/23/2013	9 A.M	11 P.M.	11	3
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: 37

Confidential

EMPLOYEE SIGNATURE:

PAY: $100.00
DRAWS: $0.00
NET: $100.00

NAME: CARLOS MOTA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	OFF	OFF	0	0
TUESDAY	2/19/2013	OFF	OFF	0	0
WEDNESDAY	2/20/2013	OFF	OFF	1	-1
THURSDAY	2/21/2013	OFF	OFF	0	0
FRIDAY	2/22/2013	OFF	OFF	0	0
SATURDAY	2/23/2013	9 A.M	11 P.M.	10	4
SUNDAY	2/24/2013	9 A.M	12 A.M.	10	5

WORKWEEK HOURS TOTAL: 8

Confidential

EMPLOYEE SIGNATURE:

PAY: $3
DRAWS: $0.
NET: $365.00

NAME: ANTONIO GARCIA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	8	6
TUESDAY	2/19/2013	9 A.M	11 P.M.	7	7
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	8.5	5.5
THURSDAY	2/21/2013	9 A.M	11 P.M.	10	4
FRIDAY	2/22/2013	9 A.M.	11 P.M.	9	7
SATURDAY	2/23/2013	9 A.M	11 P.M.	9	5
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: 39.5

Confidential

EMPLOYEE SIGNATURE:

PAY: $92.86
DRAWS: $0.00
NET: $92.86

NAME: JOSE CONTRERAS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	OFF	OFF	0	0
TUESDAY	2/19/2013	OFF	OFF	0	0
WEDNESDAY	2/20/2013	OFF	OFF	0	0
THURSDAY	2/21/2013	OFF	OFF	0	0
FRIDAY	2/22/2013	OFF	OFF	0	0
SATURDAY	2/23/2013	9 A.M	11 P.M.	10	4
SUNDAY	2/24/2013	9 A.M	12 A.M.	10	5

WORKWEEK HOURS TOTAL: Confidential 9

EMPLOYEE SIGNATURE: [redacted]

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: VICTOR MARTINEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	8	6
TUESDAY	2/19/2013	9 A.M	11 P.M.	8	7
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	9	5
THURSDAY	2/21/2013	9 A.M	11 P.M.	10	4
FRIDAY	2/22/2013	9 A.M.	11 P.M.	10	6
SATURDAY	2/23/2013	9 A.M	11 P.M.	11	3
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: Confidential 36

EMPLOYEE SIGNATURE: [redacted]

PAY: $430.00
DRAWS: $0.00
NET: $430.00

NAME: ALBERTO BENEVIDES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	8	6
TUESDAY	2/19/2013	9 A.M	11 P.M.	8	6
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	8	6
THURSDAY	2/21/2013	9 A.M	11 P.M.	10	4
FRIDAY	2/22/2013	9 A.M.	11 P.M.	8	6
SATURDAY	2/23/2013	9 A.M	11 P.M.	8	6
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: Confidential 39

EMPLOYEE SIGNATURE: [redacted]

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PAY: $400.00
DRAWS: $0.00
NET: $400.00

NAME: CLEMENTE PENA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	8	6
TUESDAY	2/19/2013	9 A.M	11 P.M.	7	7
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	7.5	6.5
THURSDAY	2/21/2013	9 A.M	11 P.M.	11	3
FRIDAY	2/22/2013	9 A.M.	11 P.M.	9	7
SATURDAY	2/23/2013	9 A.M	11 P.M.	9	5
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: 39.5

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $22.00
NET: $303.00

NAME: ALFONSO MENDOZA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	8	6
TUESDAY	2/19/2013	9 A.M	11 P.M.	7	7
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	8.5	5.5
THURSDAY	2/21/2013	9 A.M	11 P.M.	10	4
FRIDAY	2/22/2013	9 A.M.	11 P.M.	9	7
SATURDAY	2/23/2013	9 A.M	11 P.M.	8.5	5.5
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE: Confidential

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: GABRIELLE BELLO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	8	6
TUESDAY	2/19/2013	9 A.M	11 P.M.	7	7
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	8.5	5.5
THURSDAY	2/21/2013	9 A.M	11 P.M.	10	4
FRIDAY	2/22/2013	9 A.M.	11 P.M.	9	7
SATURDAY	2/23/2013	9 A.M	11 P.M.	8.5	5.5
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE: Confidential

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PAY: $350.0
DRAWS: $15.0
NET: $335.0

NAME: BENJAMIN CASTRO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	7	7
TUESDAY	2/19/2013	9 A.M	11 P.M.	8	6
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	8.5	5.5
THURSDAY	2/21/2013	9 A.M	11 P.M.	9	5
FRIDAY	2/22/2013	9 A.M.	11 P.M.	11	3
SATURDAY	2/23/2013	9 A.M	11 P.M.	6.5	7.5
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: 39

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $325.00
DRAWS:
NET: $325.00

NAME: ENODINO JUAREZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	7	7
TUESDAY	2/19/2013	9 A.M	11 P.M.	8	6
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	8.5	5.5
THURSDAY	2/21/2013	9 A.M	11 P.M.	9	5
FRIDAY	2/22/2013	9 A.M.	11 P.M.	12	2
SATURDAY	2/23/2013	9 A.M	11 P.M.	7	7
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: 37.5

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $325.00
DRAWS: $15.00
NET: $310.00

NAME: ALFONSO ALVARADO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	8	6
TUESDAY	2/19/2013	9 A.M	11 P.M.	8	7
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	9	5
THURSDAY	2/21/2013	9 A.M	11 P.M.	10	4
FRIDAY	2/22/2013	9 A.M.	11 P.M.	9	7
SATURDAY	2/23/2013	9 A.M	11 P.M.	11	3
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: 37

EMPLOYEE SIGNATURE: Confidential [redacted]

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PAY: $400.0
DRAWS: $7.0
NET: $393.0

NAME: STEPHEN SMITH

DAY	DATE	IN	OUT	BREAKS	TOTAL HO
MONDAY	2/18/2013	9 A.M.	11 P.M.	7	7
TUESDAY	2/19/2013	9 A.M	11 P.M.	8	6
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	8.5	5.5
THURSDAY	2/21/2013	9 A.M	11 P.M.	9	5
FRIDAY	2/22/2013	9 A.M.	11 P.M.	11	3
SATURDAY	2/23/2013	9 A.M	11 P.M.	7	7
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: 38.5

EMPLOYEE SIGNATURE: Confidential

PAY: $400.00
DRAWS: $15.00
NET: $385.00

NAME: ROBERTO SANCHEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	10	4
TUESDAY	2/19/2013	9 A.M	11 P.M.	8.5	5.5
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	9	5
THURSDAY	2/21/2013	9 A.M	11 P.M.	8	6
FRIDAY	2/22/2013	9 A.M.	11 P.M.	10	4
SATURDAY	2/23/2013	9 A.M	11 P.M.	7	7
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: Confidential 36.5

EMPLOYEE SIGNATURE:

PAY: $350.00
DRAWS: $135.00
NET: $215.00

NAME: WADE VARELA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	8	6
TUESDAY	2/19/2013	9 A.M	11 P.M.	7.5	6.5
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	6.5	7.5
THURSDAY	2/21/2013	9 A.M	11 P.M.	6.5	2.5
FRIDAY	2/22/2013	9 A.M.	11 P.M.	11	3
SATURDAY	2/23/2013	9 A.M	11 P.M.	8.5	5.5
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: 36

EMPLOYEE SIGNATURE: Confidential

PAY: $500.00
DRAWS: $0.00
NET: $500.00

NAME: TIM OLENSKE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	5 P.M.	2	6
TUESDAY	2/19/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	2/20/2013	9 A.M.	5 P.M.	5.5	2.5
THURSDAY	2/21/2013	9 A.M	5 P.M.	7	1
FRIDAY	2/22/2013	9 A.M.	5 P.M.	3	7
SATURDAY	2/23/2013	9 A.M	5 P.M.	5	3
SUNDAY	2/24/2013	9 A.M	5 P.M.	4	4

WORKWEEK HOURS TOTAL: 30.5

EMPLOYEE SIGNATURE: Confidential Confidential

PAY: $600.00
DRAWS: $0.00
NET: $600.00

NAME: JOSE VENTURA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	5 P.M.	2	6
TUESDAY	2/19/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	2/20/2013	9 A.M.	5 P.M.	6	2
THURSDAY	2/21/2013	9 A.M	5 P.M.	6	2
FRIDAY	2/22/2013	9 A.M.	5 P.M.	2	6
SATURDAY	2/23/2013	9 A.M	5 P.M.	4	4
SUNDAY	2/24/2013	9 A.M	5 P.M.	4	4

WORKWEEK HOURS TOTAL: 30

EMPLOYEE SIGNATURE: Confidential

PAY: $357.14
DRAWS: $0.00
NET: $357.14

NAME: SHANE BYRD

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	OFF	OFF	0	0
TUESDAY	2/19/2013	OFF	OFF	0	0
WEDNESDAY	2/20/2013	OFF	OFF	0	0
THURSDAY	2/21/2013	OFF	OFF	0	0
FRIDAY	2/22/2013	9 A.M.	5 P.M.	3	7
SATURDAY	2/23/2013	9 A.M	5 P.M.	5	3
SUNDAY	2/24/2013	9 A.M	5 P.M.	4	4

WORKWEEK HOURS TOTAL: 14

EMPLOYEE SIGNATURE: Confidential Confidential

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PAY: $375.00
DRAWS: $15.00
NET: $360.00

NAME: EDGAR RIVERA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	8	6
TUESDAY	2/19/2013	9 A.M	11 P.M.	7	7
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	8	6
THURSDAY	2/21/2013	9 A.M	11 P.M.	11	3
FRIDAY	2/22/2013	9 A.M.	11 P.M.	9	7
SATURDAY	2/23/2013	9 A.M	11 P.M.	9	5
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: 39

EMPLOYEE SIGNATURE: Confidential

PAY: $375.00
DRAWS: $17.00
NET: $358.00

NAME: ISIDRO SALAZAR

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	10	4
TUESDAY	2/19/2013	9 A.M	11 P.M.	8.5	5.5
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	9	5
THURSDAY	2/21/2013	9 A.M	11 P.M.	8	6
FRIDAY	2/22/2013	9 A.M.	11 P.M.	10	4
SATURDAY	2/23/2013	9 A.M	11 P.M.	7	7
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: 36.5

EMPLOYEE SIGNATURE: Confidential Confidential

PAY: $350.00
DRAWS: $92.00
NET: $258.00

NAME: STEVE BINNEBOSE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	8	6
TUESDAY	2/19/2013	9 A.M	11 P.M.	7	7
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	8.5	5.5
THURSDAY	2/21/2013	9 A.M	11 P.M.	10	4
FRIDAY	2/22/2013	9 A.M.	11 P.M.	9	7
SATURDAY	2/23/2013	9 A.M	11 P.M.	8.5	5.5
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE: Confidential

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PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: JUAN PUAC

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	8	6
TUESDAY	2/19/2013	9 A.M	11 P.M.	8	6
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	9	5
THURSDAY	2/21/2013	9 A.M	11 P.M.	9.5	4.5
FRIDAY	2/22/2013	9 A.M.	11 P.M.	9	5
SATURDAY	2/23/2013	9 A.M	11 P.M.	8	6
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: 37.5

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $500.00
DRAWS:
NET: $500.00

NAME: GUSTAVO GAMERO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	5 P.M.	2	6
TUESDAY	2/19/2013	9 A.M	5 P.M.	6	2
WEDNESDAY	2/20/2013	9 A.M.	5 P.M.	2	6
THURSDAY	2/21/2013	9 A.M	5 P.M.	6	2
FRIDAY	2/22/2013	9 A.M.	5 P.M.	6	2
SATURDAY	2/23/2013	9 A.M	5 P.M.	6	2
SUNDAY	2/24/2013	9 A.M	5 P.M.	6	2

WORKWEEK HOURS TOTAL: 22

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $325.00
DRAWS: $120.00
NET: $205.00

NAME: KEVIN LYNCH

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	8	6
TUESDAY	2/19/2013	9 A.M	11 P.M.	7.5	6.5
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	7.5	6.5
THURSDAY	2/21/2013	9 A.M	11 P.M.	6.5	2.5
FRIDAY	2/22/2013	9 A.M.	11 P.M.	11	3
SATURDAY	2/23/2013	9 A.M	11 P.M.	8.5	5.5
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: 35

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $1,000.00
DRAWS: $0.00
NET: $1,000.00

NAME: DREW BUDIMIR

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	8	6
TUESDAY	2/19/2013	9 A.M	11 P.M.	8	6
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	7	7
THURSDAY	2/21/2013	9 A.M	11 P.M.	5	4
FRIDAY	2/22/2013	9 A.M.	11 P.M.	10	4
SATURDAY	2/23/2013	9 A.M	11 P.M.	8.5	5.5
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: 37.5

Confidential

EMPLOYEE SIGNATURE:

PAY: $600.00
DRAWS: $0.00
NET: $600.00

NAME: JAVIER GAMERO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	5 P.M.	2	6
TUESDAY	2/19/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	2/20/2013	9 A.M.	5 P.M.	6	2
THURSDAY	2/21/2013	9 A.M	5 P.M.	6	2
FRIDAY	2/22/2013	9 A.M.	5 P.M.	2	6
SATURDAY	2/23/2013	9 A.M	5 P.M.	4	4
SUNDAY	2/24/2013	9 A.M	5 P.M.	4	4

WORKWEEK HOURS TOTAL: 30

EMPLOYEE SIGNATURE:

Confidential

PAY: $900.00
DRAWS: $0.00
NET: $900.00

NAME: RON QUINT

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	5 P.M.	2	6
TUESDAY	2/19/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	2/20/2013	9 A.M.	5 P.M.	5.5	2.5
THURSDAY	2/21/2013	9 A.M	5 P.M.	5.5	2.5
FRIDAY	2/22/2013	9 A.M.	5 P.M.	3	5
SATURDAY	2/23/2013	9 A.M	5 P.M.	4	4
SUNDAY	2/24/2013	9 A.M	5 P.M.	4	4

WORKWEEK HOURS TOTAL: 30

EMPLOYEE SIGNATURE:

Butler's Exh.

Confidential

PAY: $500.00
DRAWS: $0.00
NET: $500.00

NAME: FERNANDO PREZA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	5 P.M.	2	6
TUESDAY	2/19/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	2/20/2013	9 A.M.	5 P.M.	7	1
THURSDAY	2/21/2013	9 A.M	5 P.M.	5.5	2.5
FRIDAY	2/22/2013	9 A.M.	5 P.M.	3	5
SATURDAY	2/23/2013	9 A.M	5 P.M.	4	4
SUNDAY	2/24/2013	9 A.M	5 P.M.	4	4

WORKWEEK HOURS TOTAL: 28.5

Confidential

EMPLOYEE SIGNATURE:

PAY: $500.00
DRAWS: $0.00
NET: $500.00

NAME: DANIEL ANDRADE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	5 P.M.	2	6
TUESDAY	2/19/2013	9 A.M	5 P.M.	6	2
WEDNESDAY	2/20/2013	9 A.M.	5 P.M.	2	6
THURSDAY	2/21/2013	9 A.M	5 P.M.	6	2
FRIDAY	2/22/2013	9 A.M.	5 P.M.	6	2
SATURDAY	2/23/2013	9 A.M	5 P.M.	6	2
SUNDAY	2/24/2013	9 A.M	5 P.M.	6	2

WORKWEEK HOURS TOTAL: 22

Confidential

EMPLOYEE SIGNATURE:

PAY: $375.00
DRAWS: $15.00
NET: $360.00

NAME: DAVID HERNANDEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	8	6
TUESDAY	2/19/2013	9 A.M	11 P.M.	7	7
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	7.5	6.5
THURSDAY	2/21/2013	9 A.M	11 P.M.	11	3
FRIDAY	2/22/2013	9 A.M.	11 P.M.	9	7
SATURDAY	2/23/2013	9 A.M	11 P.M.	9	5
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: 39.5

Confidential

EMPLOYEE SIGNATURE:

Butler's Exh. 26, p. 220

PAY: $232.14
DRAWS: $80.00
NET: $152.14

NAME: NICOLE SALAZAR

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	10	4
TUESDAY	2/19/2013	9 A.M	11 P.M.	6	8
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	8	6
THURSDAY	2/21/2013	9 A.M	11 P.M.	10	4
FRIDAY	2/22/2013	9 A.M.	11 P.M.	8	6
SATURDAY	2/23/2013	OFF	OFF	0	0
SUNDAY	2/24/2013	OFF	OFF	0	0

WORKWEEK HOURS TOTAL: 28

EMPLOYEE SIGNATURE: Confidential

PAY: $232.14
DRAWS: $47.00
NET: $185.14

NAME: STEPHANIE MARTINEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	10	4
TUESDAY	2/19/2013	9 A.M	11 P.M.	6	8
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	8	6
THURSDAY	2/21/2013	9 A.M	11 P.M.	10	4
FRIDAY	2/22/2013	9 A.M.	11 P.M.	8	6
SATURDAY	2/23/2013	OFF	OFF	0	0
SUNDAY	2/24/2013	OFF	OFF	0	0

WORKWEEK HOURS TOTAL: 28

EMPLOYEE SIGNATURE: Confidential

PAY: $500.00
DRAWS: $0.00
NET: $500.00

NAME: FERNANDO TREJA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	5 P.M.	2	6
TUESDAY	2/19/2013	9 A.M	5 P.M.	6	2
WEDNESDAY	2/20/2013	9 A.M.	5 P.M.	2	6
THURSDAY	2/21/2013	9 A.M	5 P.M.	6	2
FRIDAY	2/22/2013	9 A.M.	5 P.M.	6	2
SATURDAY	2/23/2013	9 A.M	5 P.M.	6	2
SUNDAY	2/24/2013	9 A.M	5 P.M.	6	2

WORKWEEK HOURS TOTAL: 22

EMPLOYEE SIGNATURE: Confidential

Butler's Exh. 221

PAY: $500.00
DRAWS: $0.00
NET: $500.00

NAME: JOSE IVAN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	5 P.M.	2	6
TUESDAY	2/19/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	2/20/2013	9 A.M.	5 P.M.	5.5	2.5
THURSDAY	2/21/2013	9 A.M	5 P.M.	7	1
FRIDAY	2/22/2013	9 A.M.	5 P.M.	3	7
SATURDAY	2/23/2013	9 A.M	5 P.M.	5	3
SUNDAY	2/24/2013	9 A.M	5 P.M.	4	4

WORKWEEK HOURS TOTAL: 30.5

Confidential

EMPLOYEE SIGNATURE:

PAY: $500.00
DRAWS: $0.00
NET: $500.00

NAME: SAUL ESTUDILLO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	5 P.M.	2	6
TUESDAY	2/19/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	2/20/2013	9 A.M.	5 P.M.	7	1
THURSDAY	2/21/2013	9 A.M	5 P.M.	5.5	2.5
FRIDAY	2/22/2013	9 A.M.	5 P.M.	3	5
SATURDAY	2/23/2013	9 A.M	5 P.M.	4	4
SUNDAY	2/24/2013	9 A.M	5 P.M.	4	4

WORKWEEK HOURS TOTAL: 28.5

Confidential

EMPLOYEE SIGNATURE:

PAY: $350.00
DRAWS: $150.00
NET: $200.00

NAME: MARK BOOTH

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	8	6
TUESDAY	2/19/2013	9 A.M	11 P.M.	7	7
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	8.5	5.5
THURSDAY	2/21/2013	9 A.M	11 P.M.	11	3
FRIDAY	2/22/2013	9 A.M.	11 P.M.	10	6
SATURDAY	2/23/2013	9 A.M	11 P.M.	6.5	7.5
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: 40

Butler's Confidential

EMPLOYEE SIGNATURE:

PAY: $600.00
DRAWS: $0.00
NET: $600.00

NAME: JOHN LOPEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	5 P.M.	2	6
TUESDAY	2/19/2013	9 A.M	5 P.M.	5.5	2.5
WEDNESDAY	2/20/2013	9 A.M.	5 P.M.	2	6
THURSDAY	2/21/2013	9 A.M	5 P.M.	7	1
FRIDAY	2/22/2013	9 A.M.	5 P.M.	6	2
SATURDAY	2/23/2013	9 A.M	5 P.M.	6	2
SUNDAY	2/24/2013	9 A.M	5 P.M.	6	2

WORKWEEK HOURS TOTAL: 21.5

EMPLOYEE SIGNATURE: Confidential

PAY: $350.00
DRAWS: $[illegible]
NET: $350.[illegible]

NAME: JORDAN LOPEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	8	6
TUESDAY	2/19/2013	9 A.M	11 P.M.	7	7
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	7.5	6.5
THURSDAY	2/21/2013	9 A.M	11 P.M.	11	3
FRIDAY	2/22/2013	9 A.M.	11 P.M.	9	7
SATURDAY	2/23/2013	9 A.M	11 P.M.	9	5
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: 39.5

EMPLOYEE SIGNATURE: Confidential Confidential

PAY: $600.00
DRAWS: $0.00
NET: $600.00

NAME: JAMES JOHNSON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	5 P.M.	2	6
TUESDAY	2/19/2013	9 A.M	5 P.M.	5.5	2.5
WEDNESDAY	2/20/2013	9 A.M.	5 P.M.	2	6
THURSDAY	2/21/2013	9 A.M	5 P.M.	7	1
FRIDAY	2/22/2013	9 A.M.	5 P.M.	6	2
SATURDAY	2/23/2013	9 A.M	5 P.M.	6	2
SUNDAY	2/24/2013	9 A.M	5 P.M.	6	2

WORKWEEK HOURS TOTAL: 21.5

EMPLOYEE SIGNATURE: Butler's Confidential

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: INOCENCIO ZEPEDA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	9	5
TUESDAY	2/19/2013	9 A.M	11 P.M.	8	6
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	9	5
THURSDAY	2/21/2013	9 A.M	11 P.M.	9	5
FRIDAY	2/22/2013	9 A.M.	11 P.M.	10	4
SATURDAY	2/23/2013	9 A.M	11 P.M.	7	7
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: 37

EMPLOYEE SIGNATURE: Confidential

PAY: $400.00
DRAWS: $0.00
NET: $400.00

NAME: JERONIMO GUZMAN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	9 A.M.	11 P.M.	8	6
TUESDAY	2/19/2013	9 A.M	11 P.M.	8	6
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	7	7
THURSDAY	2/21/2013	9 A.M	11 P.M.	5	4
FRIDAY	2/22/2013	9 A.M.	11 P.M.	10	4
SATURDAY	2/23/2013	9 A.M	11 P.M.	8.5	5.5
SUNDAY	2/24/2013	9 A.M	12 A.M	10	5

WORKWEEK HOURS TOTAL: 37.5

EMPLOYEE SIGNATURE: Confidential

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Regular
Help
Ticket seller
payroll week 2
Kidland

FRIDAY			
SATURDAY			-40
SUNDAY		-140	
MONDAY			-40
TUESDAY			
WEDNESDAY	9.00		3
THURSDAY	OFF		
FRIDAY	10.00		-2
SATURDAY	10.00	-15	
SUNDAY	9.00	-50	
TOTALS	38.00		-284.00
GROSS	304.00		
NET	20.00		

NDIO KL WK 2

EMPLOYEE SIGNATURE

LEIGHANN

Confidential

FRIDAY			
SATURDAY			
SUNDAY			
MONDAY			
TUESDAY			
WEDNESDAY		10.50	
THURSDAY	9		
FRIDAY		11.25	
SATURDAY		9.25	
SUNDAY		10.50 1	
TOTALS		50.50	1.00
GROSS	404.00		
NET	405.00		

INDIO KL WK 2 Confidential

EMPLOYEE SIGNATURE

Confidential

Butler's Exh. 26, p. 227

FRIDAY				
SATURDAY				
SUNDAY				
MONDAY				
TUESDAY	OFF			
WEDNESDAY		11.25		
THURSDAY	10		1	
FRIDAY		10.25		-1
SATURDAY		11.50	-1	
SUNDAY		11.50	-2	
TOTALS		54.50		-3.00
GROSS	436.00			
NET	433.00			

INDIO KL WK 2

EMPLOYEE SIGNATURE

CHERIE

Confidential

FRIDAY		
SATURDAY		
SUNDAY		
MONDAY		
TUESDAY		
WEDNESDAY	OFF	
THURSDAY	10.5	
FRIDAY		13.00
SATURDAY		11.00
SUNDAY		11.50
TOTALS		46.00
GROSS		368.00
NET		368.00

INDIO KL WK 2

EMPLOYEE SIGNATURE

JOHN

Confidential

Butler's Exh. 26, p. 229

FRIDAY			
SATURDAY			
SUNDAY			
MONDAY			
TUESDAY			
WEDNESDAY	OFF		
THURSDAY	11		
FRIDAY		9.50	
SATURDAY		12.00	
SUNDAY		9.00 9	
TOTALS		41.50	9.00
GROSS		332.00	
NET		341.00	

Confidential

Confidential

INDIO KL WK 2

EMPLOYEE SIGNATURE_____

JESSIE

Butler's Exh. 26, p. 230

FRIDAY			
SATURDAY			
SUNDAY			
MONDAY			
TUESDAY			
WEDNESDAY		10.00	
THURSDAY	8		
FRIDAY		10.00	
SATURDAY		10.50	-19
SUNDAY		2.00	
TOTALS		40.50	-19.00
GROSS	324.00		
NET	305.00		

Confidential

INDIO KL WK 2

EMPLOYEE SIGNATURE_____

ANGELA

Butler's Exh. 26, p. 231

FRIDAY		
SATURDAY		
SUNDAY		
MONDAY		
TUESDAY		
WEDNESDAY		
THURSDAY		
FRIDAY		
SATURDAY	10.00 -31	
SUNDAY	12.00 -29	
TOTALS	22.00	-60.00
GROSS	176.00	
NET	116.00	

INDIO KL WK 2

EMPLOYEE SIGNATURE_

VERONICA

Confidential

FRIDAY			
SATURDAY			
SUNDAY			
MONDAY			
TUESDAY			
WEDNESDAY	4.00		
THURSDAY	10	-6	
FRIDAY	9.75		-3
SATURDAY	10.75	-7	
SUNDAY	9.50	-12	
TOTALS	44.00		-28.00
GROSS	407.00		
NET	379.00		

Indio wk 2 forgot to send last week

INDIO KL WK 2

EMPLOYEE SIGNATURE [redacted]

GUY

Confidential

FRIDAY				
SATURDAY				
SUNDAY				
)NDAY				
TUESDAY				
WEDNESDAY	OFF			
THURSDAY	10.75		-15	
FRIDAY		11.25		-8
SATURDAY		11.25		
SUNDAY		12.25	-17	
TOTALS		45.50		-40.00
GROSS	398.13			
NET	358.13			

INDIO KL WK 2

EMPLOYEE SIGNATURE_

SANJUANA

Confidential

PAY: $321.00
DRAWS: $80.00
NET: $241.00

NAME: [redacted]EN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	8AM	12PM	1	3
TUESDAY	2/19/2013	8AM	1PM	1	4
WEDNESDAY	2/20/2013	8AM	12PM	1	3
THURSDAY	2/21/2013		OFF		
FRIDAY	2/22/2013	9AM	4PM	2	5
SATURDAY	2/23/2013	9AM	4PM	2	5
SUNDAY	2/24/2013	9AM	4PM	2	5

WORKWEEK HOURS TOTAL: 25

EMPLOYEE SIGNATURE: [redacted] Confidential

PAY: $302.00
DRAWS: $20.00
NET: $282.00

NAME: [redacted]NG

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	8AM	12PM	1	3
TUESDAY	2/19/2013	8AM	1PM	1	4
WEDNESDAY	2/20/2013	8AM	12PM	1	3
THURSDAY	2/21/2013		OFF		
FRIDAY	2/22/2013	9AM	4PM	2	5
SATURDAY	2/23/2013	9AM	4PM	2	5
SUNDAY	2/24/2013	9AM	4PM	2	5

WORKWEEK HOURS TOTAL: 25

EMPLOYEE SIGNATURE: [redacted] Confidential

PAY: ~~$230.00~~ 179
DRAWS: $15.00
NET: $217.00

NAME: [redacted]UTIERREZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	8AM	12PM	1	3
TUESDAY	2/19/2013	8AM	1PM	1	4
WEDNESDAY	2/20/2013	8AM	12PM	1	3
THURSDAY	2/21/2013	8AM	1PM	1	4
FRIDAY	2/22/2013		OFF		
SATURDAY	2/23/2013		OFF		
SUNDAY	2/24/2013		OFF		

WORKWEEK HOURS TOTAL: 14

EMPLOYEE SIGNATURE: [redacted] Confidential

PAY: 240 ~~$302.00~~
DRAWS: ~~42~~ $0.00
NET: 240 ~~$302.00~~

NAME: [redacted] GREEN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	8AM	12PM	1	3
TUESDAY	2/19/2013	8AM	1PM	1	4
WEDNESDAY	2/20/2013	8AM	12PM	1	3
THURSDAY	2/21/2013		OFF		
FRIDAY	2/22/2013	9AM	4PM	2	5
SATURDAY	2/23/2013	9AM	4PM	2	5
SUNDAY	2/24/2013	9AM	4PM	2	5

WORKWEEK HOURS TOTAL: 25

EMPLOYEE SIGNATURE: [redacted] Confidential

PAY: $400.00
DRAWS: $40.00
NET: $360.00

NAME: TIM HUCKABA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	SEE DRIVER LOGS FOR HOURS			
TUESDAY	2/19/2013				
WEDNESDAY	2/20/2013				
THURSDAY	2/21/2013				
FRIDAY	2/22/2013				
SATURDAY	2/23/2013				
SUNDAY	2/24/2013				

WORKWEEK HOURS TOTAL: 0

EMPLOYEE SIGNATURE: [redacted] Confidential

PAY: $500.00
DRAWS: $0.00
NET: $500.00

NAME: BOB FARLEY

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	SEE DRIVER LOGS FOR HOURS			
TUESDAY	2/19/2013				
WEDNESDAY	2/20/2013				
THURSDAY	2/21/2013				
FRIDAY	2/22/2013				
SATURDAY	2/23/2013				
SUNDAY	2/24/2013				

WORKWEEK HOURS TOTAL: 0

EMPLOYEE SIGNATURE:

PAY: $279.00
DRAWS: $40.00
NET: $239.00

NAME: [redacted]GUTIERREZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	8AM	12PM	1	3
TUESDAY	2/19/2013	8AM	1PM	1	4
WEDNESDAY	2/20/2013	8AM	12PM	1	3
THURSDAY	2/21/2013		OFF		
FRIDAY	2/22/2013	9AM	4PM	2	5
SATURDAY	2/23/2013	9AM	4PM	2	5
SUNDAY	2/24/2013	9AM	4PM	2	5

WORKWEEK HOURS TOTAL: 25

EMPLOYEE SIGNATURE: [redacted] Confidential

Butler's Exh. 2

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: GUILLERMA GONZALEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	8AM	12PM	1	3
TUESDAY	2/19/2013	8AM	1PM	1	4
WEDNESDAY	2/20/2013	8AM	12PM	1	3
THURSDAY	2/21/2013	8AM	1PM	1	4
FRIDAY	2/22/2013	9AM	4PM	2	5
SATURDAY	2/23/2013	9AM	4PM	2	5
SUNDAY	2/24/2013	9AM	4PM	2	5

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE: Confidential

PAY: $420.00
DRAWS: $295.00
NET: $125.00

NAME: JAMES AARON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	8AM	12PM	1	3
TUESDAY	2/19/2013	8AM	1PM	1	4
WEDNESDAY	2/20/2013	8AM	12PM	1	3
THURSDAY	2/21/2013	8AM	1PM	1	4
FRIDAY	2/22/2013	9AM	4PM	2	5
SATURDAY	2/23/2013	9AM	4PM	2	5
SUNDAY	2/24/2013	9AM	4PM	2	5

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: CALEPH ELDRIDGE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	12PM	5PM	1	4
TUESDAY	2/19/2013	1PM	5PM	1	3
WEDNESDAY	2/20/2013	12PM	5PM	1	4
THURSDAY	2/21/2013	1PM	5PM	1	3
FRIDAY	2/22/2013	4PM	11PM	2	5
SATURDAY	2/23/2013	4PM	11PM	2	5
SUNDAY	2/24/2013	4PM	11PM	2	5

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE: Confidential

Butler's Exh. 26, p. 236

PAY: $325.00
DRAWS: $95.00
NET: $230.00

NAME: LEMITIA JACKSON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOUR
MONDAY	2/18/2013	12PM	5PM	1	4
TUESDAY	2/19/2013	1PM	5PM	1	3
WEDNESDAY	2/20/2013	12PM	5PM	1	4
THURSDAY	2/21/2013	1PM	5PM	1	3
FRIDAY	2/22/2013	4PM	11PM	2	5
SATURDAY	2/23/2013	4PM	11PM	2	5
SUNDAY	2/24/2013	4PM	11PM	2	5

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE: Confidential

PAY: $650.00
DRAWS: $0.00
NET: $650.00

NAME: FRANK MOBLEY

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	12PM	5PM	1	4
TUESDAY	2/19/2013	1PM	5PM	1	3
WEDNESDAY	2/20/2013	12PM	5PM	1	4
THURSDAY	2/21/2013	1PM	5PM	1	3
FRIDAY	2/22/2013	4PM	11PM	2	5
SATURDAY	2/23/2013	4PM	11PM	2	5
SUNDAY	2/24/2013	4PM	11PM	2	5

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE: Confidential

FRANK L. MOBLEY

PAY: $340.00
DRAWS: $0.00
NET: $340.00

NAME: SERGIO MARTINEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	8AM	12PM	1	3
TUESDAY	2/19/2013	8AM	1PM	1	4
WEDNESDAY	2/20/2013	8AM	12PM	1	3
THURSDAY	2/21/2013	8AM	1PM	1	4
FRIDAY	2/22/2013	9AM	4PM	2	5
SATURDAY	2/23/2013	9AM	4PM	2	5
SUNDAY	2/24/2013	9AM	4PM	2	5

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE: Confidential

Butler's Exh. 237

PAY: $325.00
DRAWS: $15.00
NET: $310.00

NAME: ATENODORO MIRANDA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	8AM	12PM	1	3
TUESDAY	2/19/2013	8AM	1PM	1	4
WEDNESDAY	2/20/2013	8AM	12PM	1	3
THURSDAY	2/21/2013	8AM	1PM	1	4
FRIDAY	2/22/2013	9AM	4PM	2	5
SATURDAY	2/23/2013	9AM	4PM	2	5
SUNDAY	2/24/2013	9AM	4PM	2	5

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $325.00
DRAWS: $15.00
NET: $310.00

NAME: JOSE HERNANDEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	12PM	5PM	1	4
TUESDAY	2/19/2013	1PM	5PM	1	3
WEDNESDAY	2/20/2013	12PM	5PM	1	4
THURSDAY	2/21/2013	1PM	5PM	1	3
FRIDAY	2/22/2013	4PM	11PM	2	5
SATURDAY	2/23/2013	4PM	11PM	2	5
SUNDAY	2/24/2013	4PM	11PM	2	5

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $325.00
DRAWS: $300.00
NET: $25.00

NAME: TONY DIXON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	12PM	5PM	1	4
TUESDAY	2/19/2013	1PM	5PM	1	3
WEDNESDAY	2/20/2013	12PM	5PM	1	4
THURSDAY	2/21/2013	1PM	5PM	1	3
FRIDAY	2/22/2013	4PM	11PM	2	5
SATURDAY	2/23/2013	4PM	11PM	2	5
SUNDAY	2/24/2013	4PM	11PM	2	5

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE: Confidential [redacted]

Butler's Exh. 26, p. 238

PAY: $350.00
DRAWS: $15.00
NET: $335.00

NAME: JOSE CASTRO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	8AM	12PM	1	3
TUESDAY	2/19/2013	8AM	1PM	1	4
WEDNESDAY	2/20/2013	8AM	12PM	1	3
THURSDAY	2/21/2013	8AM	1PM	1	4
FRIDAY	2/22/2013	9AM	4PM	2	5
SATURDAY	2/23/2013	9AM	4PM	2	5
SUNDAY	2/24/2013	9AM	4PM	2	5

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $15.00
NET: $310.00

NAME: LUIS GRACIA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	8AM	12PM	1	3
TUESDAY	2/19/2013	8AM	1PM	1	4
WEDNESDAY	2/20/2013	8AM	12PM	1	3
THURSDAY	2/21/2013	9 A.M	1PM	1	4
FRIDAY	2/22/2013	9AM	4PM	2	5
SATURDAY	2/23/2013	9AM	4PM	2	5
SUNDAY	2/24/2013	9AM	4PM	2	5

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE: Confidential

PAY: $1,000.00
DRAWS: $0.00
NET: $1,000.00

NAME: PAUL FARNUM

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	8AM	12PM	1	3
TUESDAY	2/19/2013	8AM	1PM	1	4
WEDNESDAY	2/20/2013	8AM	12PM	1	3
THURSDAY	2/21/2013	8AM	1PM	1	4
FRIDAY	2/22/2013	9AM	4PM	2	5
SATURDAY	2/23/2013	9AM	4PM	2	5
SUNDAY	2/24/2013	9AM	4PM	2	5

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE: Confidential

Butler's Exh. 26, p. 239

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: VALENTINO SANTIAGO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	8AM	12PM	1	3
TUESDAY	2/19/2013	8AM	1PM	1	4
WEDNESDAY	2/20/2013	8AM	12PM	1	3
THURSDAY	2/21/2013	8AM	1PM	1	4
FRIDAY	2/22/2013	9AM	4PM	2	5
SATURDAY	2/23/2013	9AM	4PM	2	5
SUNDAY	2/24/2013	9AM	4PM	2	5

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE: Confidential

PAY: $340.00
DRAWS: $0.00
NET: $340.00

NAME: MARIO CAMPOS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	12PM	5PM	1	4
TUESDAY	2/19/2013	1PM	5PM	1	3
WEDNESDAY	2/20/2013	12PM	5PM	1	4
THURSDAY	2/21/2013	1PM	5PM	1	3
FRIDAY	2/22/2013	4PM	11PM	2	5
SATURDAY	2/23/2013	4PM	11PM	2	5
SUNDAY	2/24/2013	4PM	11PM	2	5

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE: Confidential

PAY: $350.00
DRAWS: $80.00
NET: $270.00

NAME: ERNESTO VIDAL

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	12PM	5PM	1	4
TUESDAY	2/19/2013	1PM	5PM	1	3
WEDNESDAY	2/20/2013	12PM	5PM	1	4
THURSDAY	2/21/2013	1PM	5PM	1	3
FRIDAY	2/22/2013	4PM	11PM	2	5
SATURDAY	2/23/2013	4PM	11PM	2	5
SUNDAY	2/24/2013	4PM	11PM	2	5

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE: Confidential

Butler's Exh. 26, p. 240

PAY: $350.00
DRAWS: $42.00
NET: $308.00

NAME: CRECENCIANO PENA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOU
MONDAY	2/18/2013	12PM	5PM	1	4
TUESDAY	2/19/2013	1PM	5PM	1	3
WEDNESDAY	2/20/2013	12PM	5PM	1	4
THURSDAY	2/21/2013	1PM	5PM	1	3
FRIDAY	2/22/2013	4PM	11PM	2	5
SATURDAY	2/23/2013	4PM	11PM	2	5
SUNDAY	2/24/2013	4PM	11PM	2	5

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE: Confidential

PAY: $350.00
DRAWS: $10.00
NET: $340.00

NAME: BONIFACIO QUIJANO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	12PM	5PM	1	4
TUESDAY	2/19/2013	1PM	5PM	1	3
WEDNESDAY	2/20/2013	12PM	5PM	1	4
THURSDAY	2/21/2013	1PM	5PM	1	3
FRIDAY	2/22/2013	4PM	11PM	2	5
SATURDAY	2/23/2013	4PM	11PM	2	5
SUNDAY	2/24/2013	4PM	11PM	2	5

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $55.00
NET: $270.00

NAME: ALFONSO GUEVARA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	12PM	5PM	1	4
TUESDAY	2/19/2013	1PM	5PM	1	3
WEDNESDAY	2/20/2013	12PM	5PM	1	4
THURSDAY	2/21/2013	1PM	5PM	1	3
FRIDAY	2/22/2013	4PM	11PM	2	5
SATURDAY	2/23/2013	4PM	11PM	2	5
SUNDAY	2/24/2013	4PM	11PM	2	5

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE: Confidential

Butler's Exh. 26, p. 241

PAY: $325.00
DRAWS: $262.00
NET: $63.00

NAME: JOHN GEORGE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	12PM	5PM	1	4
TUESDAY	2/19/2013	1PM	5PM	1	3
WEDNESDAY	2/20/2013	12PM	5PM	1	4
THURSDAY	2/21/2013	1PM	5PM	1	3
FRIDAY	2/22/2013	4PM	11PM	2	5
SATURDAY	2/23/2013	4PM	11PM	2	5
SUNDAY	2/24/2013	4PM	11PM	2	5

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $15.00
NET: $310.00

NAME: JOSE LUIS PENA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	12PM	5PM	1	4
TUESDAY	2/19/2013	1PM	5PM	1	3
WEDNESDAY	2/20/2013	12PM	5PM	1	4
THURSDAY	2/21/2013	1PM	5PM	1	3
FRIDAY	2/22/2013	4PM	11PM	2	5
SATURDAY	2/23/2013	4PM	11PM	2	5
SUNDAY	2/24/2013	4PM	11PM	2	5

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE: Confidential

PAY: $375.00
DRAWS: $270.00
NET: $105.00

NAME: RONNIE BROWN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	12PM	5PM	1	4
TUESDAY	2/19/2013	1PM	5PM	1	3
WEDNESDAY	2/20/2013	12PM	5PM	1	4
THURSDAY	2/21/2013	1PM	5PM	1	3
FRIDAY	2/22/2013	4PM	11PM	2	5
SATURDAY	2/23/2013	4PM	11PM	2	5
SUNDAY	2/24/2013	4PM	11PM	2	5

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE: Confidential

Butler's Exh. 26, p. 242

PAY: $500.00
DRAWS: $0.00
NET: $500.00

NAME: JOSE PARADES

DAY	DATE	IN	OUT	BREAKS	TOTAL HO
MONDAY	2/18/2013	8AM	12PM	1	3
TUESDAY	2/19/2013	8AM	1PM	1	4
WEDNESDAY	2/20/2013	8AM	12PM	1	3
THURSDAY	2/21/2013	8AM	1PM	1	4
FRIDAY	2/22/2013	9AM	4PM	2	5
SATURDAY	2/23/2013	9AM	4PM	2	5
SUNDAY	2/24/2013	9AM	4PM	2	5

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $425.00
DRAWS: $40.00
NET: $385.00

NAME: ALDO ROANO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	12PM	5PM	1	4
TUESDAY	2/19/2013	1PM	5PM	1	3
WEDNESDAY	2/20/2013	12PM	5PM	1	4
THURSDAY	2/21/2013	1PM	5PM	1	3
FRIDAY	2/22/2013	4PM	11PM	2	5
SATURDAY	2/23/2013	4PM	11PM	2	5
SUNDAY	2/24/2013	4PM	11PM	2	5

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $325.00
DRAWS: $15.00
NET: $310.00

NAME: LAZARO QUIJANO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	8AM	12PM	1	3
TUESDAY	2/19/2013	8AM	1PM	1	4
WEDNESDAY	2/20/2013	8AM	12PM	1	3
THURSDAY	2/21/2013	8AM	1PM	1	4
FRIDAY	2/22/2013	9AM	4PM	2	5
SATURDAY	2/23/2013	9AM	4PM	2	5
SUNDAY	2/24/2013	9AM	4PM	2	5

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE: Confidential Confidential [redacted]

PAY: $700.00
DRAWS: $240.00
NET: $460.00

NAME: SABRINA BOGHOSSIAN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	12PM	5PM	1	4
TUESDAY	2/19/2013	1PM	5PM	1	3
WEDNESDAY	2/20/2013	12PM	5PM	1	4
THURSDAY	2/21/2013	1PM	5PM	1	3
FRIDAY	2/22/2013	4PM	11PM	2	5
SATURDAY	2/23/2013	4PM	11PM	2	5
SUNDAY	2/24/2013	4PM	11PM	2	5

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE:

Confidential

Confidential

PAY: $325.00
DRAWS: $245.00
NET: $80.00

NAME: CURTIS SUTTON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	8AM	12PM	1	3
TUESDAY	2/19/2013	8AM	1PM	1	4
WEDNESDAY	2/20/2013	8AM	12PM	1	3
THURSDAY	2/21/2013	8AM	1PM	1	4
FRIDAY	2/22/2013	9AM	4PM	2	5
SATURDAY	2/23/2013	9AM	4PM	2	5
SUNDAY	2/24/2013	9AM	4PM	2	5

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE:

Confidential

PAY: $325.00
DRAWS: $225.00
NET: $100.00

NAME: JAMES STRYKER

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	8AM	12PM	1	3
TUESDAY	2/19/2013	8AM	1PM	1	4
WEDNESDAY	2/20/2013	8AM	12PM	1	3
THURSDAY	2/21/2013	8AM	1PM	1	4
FRIDAY	2/22/2013	9AM	4PM	2	5
SATURDAY	2/23/2013	9AM	4PM	2	5
SUNDAY	2/24/2013	9AM	4PM	2	5

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE:

Confidential

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Butler000244

PAY: $355.00
DRAWS: $0.00
NET: $355.00

NAME: MARIANO GONZALEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	12PM	5PM	1	4
TUESDAY	2/19/2013	1PM	5PM	1	3
WEDNESDAY	2/20/2013	12PM	5PM	1	4
THURSDAY	2/21/2013	1PM	5PM	1	3
FRIDAY	2/22/2013	4PM	11PM	2	5
SATURDAY	2/23/2013	4PM	11PM	2	5
SUNDAY	2/24/2013	4PM	11PM	2	5

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE: Confidential

PAY: $425.00
DRAWS: $80.00
NET: $345.00

NAME: JOSE SALAZAR

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	12PM	5PM	1	4
TUESDAY	2/19/2013	1PM	5PM	1	3
WEDNESDAY	2/20/2013	12PM	5PM	1	4
THURSDAY	2/21/2013	1PM	5PM	1	3
FRIDAY	2/22/2013	4PM	11PM	2	5
SATURDAY	2/23/2013	4PM	11PM	2	5
SUNDAY	2/24/2013	4PM	11PM	2	5

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE: Confidential

PAY: $650.00
DRAWS: $130.00
NET: $520.00

NAME: RON COON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	12PM	5PM	1	4
TUESDAY	2/19/2013	1PM	5PM	1	3
WEDNESDAY	2/20/2013	12PM	5PM	1	4
THURSDAY	2/21/2013	1PM	5PM	1	3
FRIDAY	2/22/2013	4PM	11PM	2	5
SATURDAY	2/23/2013	4PM	11PM	2	5
SUNDAY	2/24/2013	4PM	11PM	2	5

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE: Confidential

Butler's Exh. 26, p. 245

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: IRVING PORTILLA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	12PM	5PM	1	4
TUESDAY	2/19/2013	1PM	5PM	1	3
WEDNESDAY	2/20/2013	12PM	5PM	1	4
THURSDAY	2/21/2013	1PM	5PM	1	3
FRIDAY	2/22/2013	4PM	11PM	2	5
SATURDAY	2/23/2013	4PM	11PM	2	5
SUNDAY	2/24/2013	4PM	11PM	2	5

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $220.00
NET: $105.00

NAME: KAYELEE FARNUM

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	12PM	5PM	1	4
TUESDAY	2/19/2013	1PM	5PM	1	3
WEDNESDAY	2/20/2013	12PM	5PM	1	4
THURSDAY	2/21/2013	1PM	5PM	1	3
FRIDAY	2/22/2013	4PM	11PM	2	5
SATURDAY	2/23/2013	4PM	11PM	2	5
SUNDAY	2/24/2013	4PM	11PM	2	5

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE: Confidential

PAY: $350.00
DRAWS: $7.00
NET: $343.00

NAME: CONSTANTINO LOPEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	8AM	12PM	1	3
TUESDAY	2/19/2013	8AM	1PM	1	4
WEDNESDAY	2/20/2013	8AM	12PM	1	3
THURSDAY	2/21/2013	8AM	1PM	1	4
FRIDAY	2/22/2013	9AM	4PM	2	5
SATURDAY	2/23/2013	9AM	4PM	2	5
SUNDAY	2/24/2013	9AM	4PM	2	5

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE: Confidential

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DRAWS: $15.00
NET: $335.00

NAME: ARMANDO MURRIETA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	12PM	5PM	1	4
TUESDAY	2/19/2013	1PM	5PM	1	3
WEDNESDAY	2/20/2013	12PM	5PM	1	4
THURSDAY	2/21/2013	1PM	5PM	1	3
FRIDAY	2/22/2013	4PM	11PM	2	5
SATURDAY	2/23/2013	4PM	11PM	2	5
SUNDAY	2/24/2013	4PM	11PM	2	5

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE: Confidential

PAY: $360.00
DRAWS: $15.00
NET: $345.00

NAME: GERMAN CALDERON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	8AM	12PM	1	3
TUESDAY	2/19/2013	8AM	1PM	1	4
WEDNESDAY	2/20/2013	8AM	12PM	1	3
THURSDAY	2/21/2013	8AM	1PM	1	4
FRIDAY	2/22/2013	9AM	4PM	2	5
SATURDAY	2/23/2013	9AM	4PM	2	5
SUNDAY	2/24/2013	9AM	4PM	2	5

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE: Confidential

PAY: $350.00
DRAWS: $225.00
NET: $125.00

NAME: STANLEY YATES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	8AM	12PM	1	3
TUESDAY	2/19/2013	8AM	1PM	1	4
WEDNESDAY	2/20/2013	8AM	12PM	1	3
THURSDAY	2/21/2013	8AM	1PM	1	4
FRIDAY	2/22/2013	9AM	4PM	2	5
SATURDAY	2/23/2013	9AM	4PM	2	5
SUNDAY	2/24/2013	9AM	4PM	2	5

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE: Confidential

Butler's Exh. 26, p. 247

PAY: $325.00
DRAWS: $55.00
NET: $270.00

NAME: FELIX RAMOS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	12PM	5PM	1	4
TUESDAY	2/19/2013	1PM	5PM	1	3
WEDNESDAY	2/20/2013	12PM	5PM	1	4
THURSDAY	2/21/2013	1PM	5PM	1	3
FRIDAY	2/22/2013	4PM	11PM	2	5
SATURDAY	2/23/2013	4PM	11PM	2	5
SUNDAY	2/24/2013	4PM	11PM	2	5

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE: Confidential

PAY: $425.00
DRAWS: $55.00
NET: $370.00

NAME: FLORENCIO OLIVA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	8AM	12PM	1	3
TUESDAY	2/19/2013	8AM	1PM	1	4
WEDNESDAY	2/20/2013	8AM	12PM	1	3
THURSDAY	2/21/2013	8AM	1PM	1	4
FRIDAY	2/22/2013	9AM	4PM	2	5
SATURDAY	2/23/2013	9AM	4PM	2	5
SUNDAY	2/24/2013	9AM	4PM	2	5

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $55.00
NET: $270.00

NAME: RAMIRO SANCHEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	8AM	12PM	1	3
TUESDAY	2/19/2013	8AM	1PM	1	4
WEDNESDAY	2/20/2013	8AM	12PM	1	3
THURSDAY	2/21/2013	8AM	1PM	1	4
FRIDAY	2/22/2013	9AM	4PM	2	5
SATURDAY	2/23/2013	9AM	4PM	2	5
SUNDAY	2/24/2013	9AM	4PM	2	5

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE: Confidential

Butler's Exh. 26, p. 248

PAY: $325.00
DRAWS: $50.00
NET: $275.00

NAME: RUDY ALEMAN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOU
MONDAY	2/18/2013	8AM	12PM	1	3
TUESDAY	2/19/2013	8AM	1PM	1	4
WEDNESDAY	2/20/2013	8AM	12PM	1	3
THURSDAY	2/21/2013	8AM	1PM	1	4
FRIDAY	2/22/2013	9AM	4PM	2	5
SATURDAY	2/23/2013	9AM	4PM	2	5
SUNDAY	2/24/2013	9AM	4PM	2	5

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $15.00
NET: $310.00

NAME: FRANCISCO MENDOZA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	8AM	12PM	1	3
TUESDAY	2/19/2013	8AM	1PM	1	4
WEDNESDAY	2/20/2013	8AM	12PM	1	3
THURSDAY	2/21/2013	8AM	1PM	1	4
FRIDAY	2/22/2013	9AM	4PM	2	5
SATURDAY	2/23/2013	9AM	4PM	2	5
SUNDAY	2/24/2013	9AM	4PM	2	5

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: ALEJANDRO PEREZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	8AM	12PM	1	3
TUESDAY	2/19/2013	8AM	1PM	1	4
WEDNESDAY	2/20/2013	8AM	12PM	1	3
THURSDAY	2/21/2013	8AM	1PM	1	4
FRIDAY	2/22/2013	9AM	4PM	2	5
SATURDAY	2/23/2013	9AM	4PM	2	5
SUNDAY	2/24/2013	9AM	4PM	2	5

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE: Confidential

Butler's Exh. 26, p. 249

PAY: $425.00
DRAWS: $15.00
NET: $410.00

NAME: ELIX SILVA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	8AM	12PM	1	3
TUESDAY	2/19/2013	8AM	1PM	1	4
WEDNESDAY	2/20/2013	8AM	12PM	1	3
THURSDAY	2/21/2013	8AM	1PM	1	4
FRIDAY	2/22/2013	9AM	4PM	2	5
SATURDAY	2/23/2013	9AM	4PM	2	5
SUNDAY	2/24/2013	9AM	4PM	2	5

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE: [redacted] Confidential

PAY: $325.00
DRAWS: $107.00
NET: $218.00

NAME: DANNY LOWER

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	8AM	12PM	1	3
TUESDAY	2/19/2013	8AM	1PM	1	4
WEDNESDAY	2/20/2013	8AM	12PM	1	3
THURSDAY	2/21/2013	8AM	1PM	1	4
FRIDAY	2/22/2013	9AM	4PM	2	5
SATURDAY	2/23/2013	9AM	4PM	2	5
SUNDAY	2/24/2013	9AM	4PM	2	5

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE: [redacted] Confidential

PAY: $365.00
DRAWS: $0.00
NET: $365.00

NAME: ELPIDIO SEDANO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	12PM	5PM	1	4
TUESDAY	2/19/2013	1PM	5PM	1	3
WEDNESDAY	2/20/2013	12PM	5PM	1	4
THURSDAY	2/21/2013	1PM	5PM	1	3
FRIDAY	2/22/2013	4PM	11PM	2	5
SATURDAY	2/23/2013	4PM	11PM	2	5
SUNDAY	2/24/2013	4PM	11PM	2	5

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE: [redacted] Confidential

Butler's Exh. 26, p. 250

PAY: $350.00
DRAWS: $35.00
NET: $315.00

NAME: ESTEBAN DE LA CRUZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOUR
MONDAY	2/18/2013	12PM	5PM	1	4
TUESDAY	2/19/2013	1PM	5PM	1	3
WEDNESDAY	2/20/2013	12PM	5PM	1	4
THURSDAY	2/21/2013	1PM	5PM	1	3
FRIDAY	2/22/2013	4PM	11PM	2	5
SATURDAY	2/23/2013	4PM	11PM	2	5
SUNDAY	2/24/2013	4PM	11PM	2	5

WORKWEEK HOURS TOTAL: 29

Confidential

EMPLOYEE SIGNATURE:

PAY: $425.00
DRAWS: $315.00
NET: $110.00

NAME: JOSEPH GUILLEN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	8AM	12PM	1	3
TUESDAY	2/19/2013	8AM	1PM	1	4
WEDNESDAY	2/20/2013	8AM	12PM	1	3
THURSDAY	2/21/2013	8AM	1PM	1	4
FRIDAY	2/22/2013	9AM	4PM	2	5
SATURDAY	2/23/2013	9AM	4PM	2	5
SUNDAY	2/24/2013	9AM	4PM	2	5

WORKWEEK HOURS TOTAL: 29

Confidential

EMPLOYEE SIGNATURE:

PAY: $500.00
DRAWS: $70.00
NET: $430.00

NAME: KRISTINE VILLA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	8AM	12PM	1	3
TUESDAY	2/19/2013	8AM	1PM	1	4
WEDNESDAY	2/20/2013	8AM	12PM	1	3
THURSDAY	2/21/2013	8AM	1PM	1	4
FRIDAY	2/22/2013	9AM	4PM	2	5
SATURDAY	2/23/2013	9AM	4PM	2	5
SUNDAY	2/24/2013	9AM	4PM	2	5

WORKWEEK HOURS TOTAL: 29

Confidential

EMPLOYEE SIGNATURE:

Butler's Exh. 26, p. 251

PAY: $650.00
DRAWS: $0.00
NET: $650.00

NAME: GREGORIO HERNANDEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	8AM	12PM	1	3
TUESDAY	2/19/2013	8AM	1PM	1	4
WEDNESDAY	2/20/2013	8AM	12PM	1	3
THURSDAY	2/21/2013	8AM	1PM	1	4
FRIDAY	2/22/2013	9AM	4PM	2	5
SATURDAY	2/23/2013	9AM	4PM	2	5
SUNDAY	2/24/2013	9AM	4PM	2	5

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE: Confidential

PAY: $350.00
DRAWS: $15.00
NET: $335.00

NAME: VICENTE MARTINEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	8AM	12PM	1	3
TUESDAY	2/19/2013	8AM	1PM	1	4
WEDNESDAY	2/20/2013	8AM	12PM	1	3
THURSDAY	2/21/2013	8AM	1PM	1	4
FRIDAY	2/22/2013	9AM	4PM	2	5
SATURDAY	2/23/2013	9AM	4PM	2	5
SUNDAY	2/24/2013	9AM	4PM	2	5

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE: Confidential

PAY: $550.00
DRAWS: $110.00
NET: $440.00

NAME: LONNIE BROWN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	8AM	12PM	1	3
TUESDAY	2/19/2013	8AM	1PM	1	4
WEDNESDAY	2/20/2013	8AM	12PM	1	3
THURSDAY	2/21/2013	8AM	1PM	1	4
FRIDAY	2/22/2013	9AM	4PM	2	5
SATURDAY	2/23/2013	9AM	4PM	2	5
SUNDAY	2/24/2013	9AM	4PM	2	5

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE: Butler's Confidential

DRAWS: $55.00

NET: $270.00

NAME: EDGAR PEREZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	12PM	5PM	1	4
TUESDAY	2/19/2013	1PM	5PM	1	3
WEDNESDAY	2/20/2013	12PM	5PM	1	4
THURSDAY	2/21/2013	1PM	5PM	1	3
FRIDAY	2/22/2013	4PM	11PM	2	5
SATURDAY	2/23/2013	4PM	11PM	2	5
SUNDAY	2/24/2013	4PM	11PM	2	5

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00

DRAWS: $0.00

NET: $325.00

NAME: EVELIA PONCE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	8AM	12PM	1	3
TUESDAY	2/19/2013	8AM	1PM	1	4
WEDNESDAY	2/20/2013	8AM	12PM	1	3
THURSDAY	2/21/2013	8AM	1PM	1	4
FRIDAY	2/22/2013	9AM	4PM	2	5
SATURDAY	2/23/2013	9AM	4PM	2	5
SUNDAY	2/24/2013	9AM	4PM	2	5

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE: Confidential

PAY: $400.00

DRAWS: $100.00

NET: $300.00

NAME: JERRY SOOTER

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	12PM	5PM	1	4
TUESDAY	2/19/2013	1PM	5PM	1	3
WEDNESDAY	2/20/2013	12PM	5PM	1	4
THURSDAY	2/21/2013	1PM	5PM	1	3
FRIDAY	2/22/2013	4PM	11PM	2	5
SATURDAY	2/23/2013	4PM	11PM	2	5
SUNDAY	2/24/2013	4PM	11PM	2	5

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE: Confidential

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02/18/2013 - 02/24/2013

(N)

PAYROLL= 400.00 PAY= 400.00

NAME: RANDALL ACKERMAN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/13	11:30 AM	12:00 AM	4	7.50
TUESDAY	2/19/13	OFF			
WEDNESDAY	2/20/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	2/21/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	2/22/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	2/23/13	NOON	10:00 PM	2	8.00
SUNDAY	2/24/13	NOON	10:00 PM	3	7.00

DRAWS= SAVINGS=

UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE: Confidential

PAYROLL= 380.00 PAY= 380.00

NAME: ROMAN RODRIGUEZ ADAME

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/13	11:30 AM	12:00 AM	3	8.50
TUESDAY	2/19/13	OFF			
WEDNESDAY	2/20/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	2/21/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	2/22/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	2/23/13	NOON	10:00 PM	3	7.00
SUNDAY	2/24/13	NOON	10:00 PM	3	7.00

DRAWS= SAVINGS=

UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE: Confidential

PAYROLL= 380.00 PAY= 300.00

NAME: TITO TRIANO ALVAREZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/13	11:30 AM	12:00 AM	4	7.5(
TUESDAY	2/19/13	OFF			
WEDNESDAY	2/20/13	9:00 AM	5:00 PM	1	7.0(
THURSDAY	2/21/13	4:00 PM	10:00 PM	2	4.0(
FRIDAY	2/22/13	4:00 PM	10:00 PM	1	5.0(
SATURDAY	2/23/13	NOON	10:00 PM	2	8.0(
SUNDAY	2/24/13	NOON	10:00 PM	2	8.0(

DRAWS= 80.00 SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE [redacted]

PAYROLL= 325.00 PAY= 135.00

NAME: MICHAEL ANDERSON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/13	11:30 AM	12:00 AM	3	8.50
TUESDAY	2/19/13	OFF			
WEDNESDAY	2/20/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	2/21/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	2/22/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	2/23/13	NOON	10:00 PM	4	6.00
SUNDAY	2/24/13	NOON	10:00 PM	2	8.00

DRAWS= 140.00
UNIFORMS=

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE: [redacted]

Confidential
Confidential
Confidential

PAYROLL= 350.00 PAY= 350.00

NAME: VICTOR VASQUEZ APODACA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/13	11:30 AM	12:00 AM	4	7.50
TUESDAY	2/19/13	OFF			
WEDNESDAY	2/20/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	2/21/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	2/22/13	4:00 PM	10:00 PM	2	4.00
SATURDAY	2/23/13	NOON	10:00 PM	2	8.00
SUNDAY	2/24/13	NOON	10:00 PM	2	8.00

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE: Confidential

PAYROLL= 350.00 PAY= 350.00

NAME: JUAN CARLOS VASQUEZ APODACA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/13	11:30 AM	12:00 AM	3	8.5(
TUESDAY	2/19/13	OFF			
WEDNESDAY	2/20/13	9:00 AM	5:00 PM	1	7.0(
THURSDAY	2/21/13	4:00 PM	10:00 PM	1	5.0(
FRIDAY	2/22/13	4:00 PM	10:00 PM	1	5.0(
SATURDAY	2/23/13	NOON	10:00 PM	2	8.0(
SUNDAY	2/24/13	NOON	10:00 PM	4	6.0(

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE: Confidential

PAYROLL= 350.00 PAY= 350.00

NAME: **ALEX LOPEZ ARELLANO**

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/13	11:30 AM	12:00 AM	4	7.50
TUESDAY	2/19/13	OFF			
WEDNESDAY	2/20/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	2/21/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	2/22/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	2/23/13	NOON	10:00 PM	3	7.00
SUNDAY	2/24/13	NOON	10:00 PM	2	8.00

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE: Confidential

PAYROLL= 300.00 PAY= 300.00

NAME: **JESSE BOGUE**

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/13	11:30 AM	12:00 AM	3	8.5(
TUESDAY	2/19/13	OFF			
WEDNESDAY	2/20/13	9:00 AM	5:00 PM	1	7.0(
THURSDAY	2/21/13	4:00 PM	10:00 PM	1	5.0(
FRIDAY	2/22/13	4:00 PM	10:00 PM	1	5.0(
SATURDAY	2/23/13	NOON	10:00 PM	3	7.0(
SUNDAY	2/24/13	NOON	10:00 PM	3	7.0(

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE: Confidential

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PAYROLL= 355.00 PAY= 355.00

NAME: **ROSENDO ORTIZ CERVANTES**

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/13	11:30 AM	12:00 AM	4	7.50
TUESDAY	2/19/13	OFF			
WEDNESDAY	2/20/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	2/21/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	2/22/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	2/23/13	NOON	10:00 PM	3	7.00
SUNDAY	2/24/13	NOON	10:00 PM	2	8.00

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE: Confidential

PAYROLL= 325.00 PAY= ~~325.00~~

-12.7105
105
220

NAME: **JOSEPH CHESSER**

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/13	11:30 AM	12:00 AM	4	7.50
TUESDAY	2/19/13	OFF			
WEDNESDAY	2/20/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	2/21/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	2/22/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	2/23/13	NOON	10:00 PM	3	7.00
SUNDAY	2/24/13	NOON	10:00 PM	2	8.00

DRAWS= 40 SAVINGS=
UNIFORMS= 15 RENT= 50

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE: Confidential

PAYROLL= 450.00 PAY= 450.00

NAME: JUDITH CHESSER

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/13	11:30 AM	12:00 AM	4	7.50
TUESDAY	2/19/13	OFF			
WEDNESDAY	2/20/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	2/21/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	2/22/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	2/23/13	NOON	10:00 PM	2	8.00
SUNDAY	2/24/13	NOON	10:00 PM	3	7.00

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE: [redacted] Confidential

PAYROLL= 350.00 PAY= 100.00

NAME: CHRISTOPHER CHESSER

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/13	11:30 AM	12:00 AM	3	8.5(
TUESDAY	2/19/13	OFF			
WEDNESDAY	2/20/13	9:00 AM	5:00 PM	1	7.0(
THURSDAY	2/21/13	4:00 PM	10:00 PM	1	5.0(
FRIDAY	2/22/13	4:00 PM	10:00 PM	1	5.0(
SATURDAY	2/23/13	NOON	10:00 PM	3	7.0(
SUNDAY	2/24/13	NOON	10:00 PM	3	7.0(

DRAWS= 100.00 SAVINGS= 100.00
UNIFORMS= RENT= 50.00

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE [redacted] Confidential

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PAYROLL= 350.00 PAY= 350.00

NAME: INEZ APODACA COLIO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/13	11:30 AM	12:00 AM	4	7.50
TUESDAY	2/19/13	OFF			
WEDNESDAY	2/20/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	2/21/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	2/22/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	2/23/13	NOON	10:00 PM	2	8.00
SUNDAY	2/24/13	NOON	10:00 PM	3	7.00

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE: Confidential

PAYROLL= 325.00 PAY= 135.00

NAME: ROOSEVELT CONLEY

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/13	11:30 AM	12:00 AM	3	
TUESDAY	2/19/13	OFF			
WEDNESDAY	2/20/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	2/21/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	2/22/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	2/23/13	NOON	10:00 PM	3	7.00
SUNDAY	2/24/13	NOON	10:00 PM	3	7.00

DRAWS= 140.00 SAVINGS=
UNIFORMS= RENT= 50.00

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE: Confidential

PAYROLL= 425.00 PAY= 425.00

NAME: ROBERT EASLY

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/13	11:30 AM	12:00 AM	4	7.50
TUESDAY	2/19/13	OFF			
WEDNESDAY	2/20/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	2/21/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	2/22/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	2/23/13	NOON	10:00 PM	2	8.00
SUNDAY	2/24/13	NOON	10:00 PM	3	7.00

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE [redacted] Confidential

PAYROLL= 350.00 PAY= 350.00

NAME: JORGE ARMONDO CARRANZA FLORES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/13	11:30 AM	12:00 AM	4	7.5
TUESDAY	2/19/13	OFF			
WEDNESDAY	2/20/13	9:00 AM	5:00 PM	1	7.0
THURSDAY	2/21/13	4:00 PM	10:00 PM	1	5.0
FRIDAY	2/22/13	4:00 PM	10:00 PM	1	5.0
SATURDAY	2/23/13	NOON	10:00 PM	2	8.0
SUNDAY	2/24/13	NOON	10:00 PM	3	7.0

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE: [redacted] Confidential

PAYROLL= 390.00 PAY= 350.00

Driving 40.00

390.00

NAME: EDGAR OSVALDO CARRANZA FLORES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/13	11:30 AM	12:00 AM	3	8.50
TUESDAY	2/19/13	OFF			
WEDNESDAY	2/20/13	9:00 AM	5:00 PM	0.5	7.50
THURSDAY	2/21/13	4:00 PM	10:00 PM	0.5	5.50
FRIDAY	2/22/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	2/23/13	NOON	10:00 PM	3	7.00
SUNDAY	2/24/13	NOON	10:00 PM	4	6.00

DRAWS= 40.00 SAVINGS=

UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE: Confidential

PAYROLL= 350.00 PAY= 350.00

- 20.00

330

NAME: MARCO ANTONIO SCANDON FRIAS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/13	11:30 AM	12:00 AM	3	
TUESDAY	2/19/13	OFF			
WEDNESDAY	2/20/13	9:00 AM	5:00 PM	1	7.0
THURSDAY	2/21/13	4:00 PM	10:00 PM	1	5.0
FRIDAY	2/22/13	4:00 PM	10:00 PM	1	5.0
SATURDAY	2/23/13	NOON	10:00 PM	3	7.0
SUNDAY	2/24/13	NOON	10:00 PM	3	7.0

DRAWS= SAVINGS=

UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE: Confidential

PAYROLL= 470.00 PAY= 470.00

NAME: SALVADOR ALVAREZ GARCIA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/13	11:30 AM	12:00 AM	3	8.50
TUESDAY	2/19/13	OFF			
WEDNESDAY	2/20/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	2/21/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	2/22/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	2/23/13	NOON	10:00 PM	3	7.00
SUNDAY	2/24/13	NOON	10:00 PM	3	7.00

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE: Confidential

PAYROLL= 325.00 PAY= 325.00

NAME: RODOLFO ALVAREZ GARCIA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/13	11:30 AM	12:00 AM	3.5	8.00
TUESDAY	2/19/13	OFF			
WEDNESDAY	2/20/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	2/21/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	2/22/13	4:00 PM	10:00 PM	0.5	5.50
SATURDAY	2/23/13	NOON	10:00 PM	3	7.00
SUNDAY	2/24/13	NOON	10:00 PM	3	7.00

DRAWS= SAVINGS= Confidential
UNIFORMS= RENT= Confidential

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE:

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PAYROLL= 365.00 PAY= 180.00

NAME: RAUL GUZMAN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/13	11:30 AM	12:00 AM	4	7.50
TUESDAY	2/19/13	OFF			
WEDNESDAY	2/20/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	2/21/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	2/22/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	2/23/13	NOON	10:00 PM	2	8.00
SUNDAY	2/24/13	NOON	10:00 PM	3	7.00

DRAWS= 120.00 SAVINGS

UNIFORMS= 15.00 RENT= 50.00

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE: Confidential

PAYROLL= 500.00 PAY= 400.00

NAME: JERRY HALL

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/13	11:30 AM	12:00 AM	3	8.50
TUESDAY	2/19/13	OFF			
WEDNESDAY	2/20/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	2/21/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	2/22/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	2/23/13	NOON	10:00 PM	2	8.00
SUNDAY	2/24/13	NOON	10:00 PM	4	6.00

DRAWS= SAVINGS= 100.00

UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE: Confidential

PAYROLL= 380.00 PAY= 340.00

NAME: JULIAN GARCIA HERNANDEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/13	11:30 AM	12:00 AM	4	7.5C
TUESDAY	2/19/13	OFF			
WEDNESDAY	2/20/13	9:00 AM	5:00 PM	1	7.0C
THURSDAY	2/21/13	4:00 PM	10:00 PM	1	5.0C
FRIDAY	2/22/13	4:00 PM	10:00 PM	0.5	5.5C
SATURDAY	2/23/13	NOON	10:00 PM	3.5	6.5C
SUNDAY	2/24/13	NOON	10:00 PM	2	8.0C

DRAWS= 40.00 SAVINGS= Confidential

UNIFORMS= RENT= Confidential

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE:

PAYROLL= 350.00 PAY= 350.00

NAME: MARIA ISABEL GUERRA HERNANDEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/13	11:30 AM	12:00 AM	3	8.50
TUESDAY	2/19/13	OFF			
WEDNESDAY	2/20/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	2/21/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	2/22/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	2/23/13	NOON	10:00 PM	3	7.00
SUNDAY	2/24/13	NOON	10:00 PM	3	7.00

DRAWS= SAVINGS=

UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE: Confidential

PAYROLL= 390.00 PAY= 390.00

NAME: ALBERTO LUIS SANCHEZ LOPEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/13	11:30 AM	12:00 AM	2	9.5
TUESDAY	2/19/13	OFF			
WEDNESDAY	2/20/13	9:00 AM	5:00 PM	1	7.0
THURSDAY	2/21/13	4:00 PM	10:00 PM	2	4.0
FRIDAY	2/22/13	4:00 PM	10:00 PM	1	5.0
SATURDAY	2/23/13	NOON	10:00 PM	3	7.0
SUNDAY	2/24/13	NOON	10:00 PM	3	7.0

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE: Confidential

PAYROLL= 450.00 PAY= 320.00

NAME: DAVID LOVE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/13	11:30 AM	12:00 AM	3	8.5(
TUESDAY	2/19/13	OFF			
WEDNESDAY	2/20/13	9:00 AM	5:00 PM	1	7.0(
THURSDAY	2/21/13	4:00 PM	10:00 PM	1	5.0(
FRIDAY	2/22/13	4:00 PM	10:00 PM	1	5.0(
SATURDAY	2/23/13	NOON	10:00 PM	3	7.0(
SUNDAY	2/24/13	NOON	10:00 PM	3	7.0(

DRAWS= 130.00 SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE: Confidential

PAYROLL= 300.00 PAY= 275.00

NAME: DEAN MCARTER

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/13	11:30 AM	12:00 AM	5	6.50
TUESDAY	2/19/13	OFF			
WEDNESDAY	2/20/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	2/21/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	2/22/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	2/23/13	NOON	10:00 PM	2	8.00
SUNDAY	2/24/13	NOON	10:00 PM	2	8.00

DRAWS= SAVINGS= WORKWEEK HOURS TOTAL:

ID= 25.00 RENT= Confidential 40

EMPLOYEE SIGNATURE: Confidential

PAYROLL= 425.00 PAY= 375.00

draw 30.00

345.00

NAME: DON NEMEYER

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/13	11:30 AM	12:00 AM	4	7.5(
TUESDAY	2/19/13	OFF			
WEDNESDAY	2/20/13	9:00 AM	5:00 PM	1	7.0(
THURSDAY	2/21/13	4:00 PM	10:00 PM	1	5.0(
FRIDAY	2/22/13	4:00 PM	10:00 PM	1	5.0(
SATURDAY	2/23/13	NOON	10:00 PM	3	7.0(
SUNDAY	2/24/13	NOON	10:00 PM	2	8.0(

DRAWS= SAVINGS= 50.00 WORKWEEK HOURS TOTAL:

UNIFORMS= RENT= 40

EMPLOYEE SIGNATURE: Confidential

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PAYROLL= 350.00 PAY= 310.00

NAME: MIGUEL ANGEL ALARCON NOLASCO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/13	11:30 AM	12:00 AM	3	8.5(
TUESDAY	2/19/13	OFF			
WEDNESDAY	2/20/13	9:00 AM	5:00 PM	1	7.0(
THURSDAY	2/21/13	4:00 PM	10:00 PM	1	5.0(
FRIDAY	2/22/13	4:00 PM	10:00 PM	1	5.0(
SATURDAY	2/23/13	NOON	10:00 PM	2	8.0(
SUNDAY	2/24/13	NOON	10:00 PM	4	6.0(

DRAWS= 40.00 SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE: Confidential

PAYROLL= 300.00 PAY= 300.00

NAME: RICHARD LEE NORWOOD

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/13	11:30 AM	12:00 AM	3	8.50
TUESDAY	2/19/13	OFF			
WEDNESDAY	2/20/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	2/21/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	2/22/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	2/23/13	NOON	10:00 PM	4	6.00
SUNDAY	2/24/13	NOON	10:00 PM	2	8.00

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE: Confidential

PAYROLL= 350.00 PAY= 350.00

NAME: FRANCISCO DE JESUS OJEDA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/13	11:30 AM	12;00 AM	4	7.50
TUESDAY	2/19/13	OFF			
WEDNESDAY	2/20/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	2/21/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	2/22/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	2/23/13	NOON	10:00 PM	2	8.00
SUNDAY	2/24/13	NOON	10:00 PM	3	7.00

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE: [redacted]

PAYROLL= 500.00 PAY= 460.00

NAME: JORGE AGUILAR PENA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/13	11:30 AM	12:00 AM	4	7.50
TUESDAY	2/19/13	OFF			
WEDNESDAY	2/20/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	2/21/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	2/22/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	2/23/13	NOON	10:00 PM	2	8.00
SUNDAY	2/24/13	NOON	10:00 PM	3	7.00

DRAWS= 40.00 SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE: [redacted]

Confidential

PAYROLL= 325.00 PAY= 175.00

NAME: MATT PIERCE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/13	11:30 AM	12:00 AM	3	8.50
TUESDAY	2/19/13	OFF			
WEDNESDAY	2/20/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	2/21/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	2/22/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	2/23/13	NOON	10:00 PM	3	7.00
SUNDAY	2/24/13	NOON	10:00 PM	3	7.00

DRAWS= 100.00 SAVINGS=
UNIFORMS= RENT= 50.00

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE:

Confidential

PAYROLL= 325.00 PAY= 305.00

Confidential

NAME: JAVIER CARBALLO RODRIGUEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/13	11:30 AM	12:00 AM	3	8.50
TUESDAY	2/19/13	OFF			
WEDNESDAY	2/20/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	2/21/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	2/22/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	2/23/13	NOON	10:00 PM	2	8.00
SUNDAY	2/24/13	NOON	10:00 PM	4	6.00

DRAWS= 20.00 SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE:

PAYROLL= 350.00 PAY= 230.00

NAME: FAUSTINO ABURTO SEDANO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/13	11:30 AM	12:00 AM	4	7.50
TUESDAY	2/19/13	OFF			
WEDNESDAY	2/20/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	2/21/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	2/22/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	2/23/13	NOON	10:00 PM	3	7.00
SUNDAY	2/24/13	NOON	10:00 PM	2	8.00

DRAWS= 120.00 SAVINGS=

UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE:

PAYROLL= 325.00 PAY= 140.00

NAME: JASON SERVICE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/13	11:30 AM	12:00 AM	4	7.5(
TUESDAY	2/19/13	OFF			
WEDNESDAY	2/20/13	9:00 AM	5:00 PM	1	7.0(
THURSDAY	2/21/13	4:00 PM	10:00 PM	1	5.0(
FRIDAY	2/22/13	4:00 PM	10:00 PM	1	5.0(
SATURDAY	2/23/13	NOON	10:00 PM	2	8.0(
SUNDAY	2/24/13	NOON	10:00 PM	3	7.0(

DRAWS= 100.00 SAVINGS=

UNIFORMS= 15.00 RENT= 70.00

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE:

PAYROLL= 300.00 PAY= 300.00

NAME: SALLY SHAFFER

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/13	11:30 AM	12:00 AM	3	8.50
TUESDAY	2/19/13	OFF			
WEDNESDAY	2/20/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	2/21/13	4:00 PM	10:00 PM	2	4.00
FRIDAY	2/22/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	2/23/13	NOON	10:00 PM	3	7.00
SUNDAY	2/24/13	NOON	10:00 PM	2	8.00

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE: Confidential

PAYROLL= 390.00 PAY= 280

NAME: STEVEN MATT SHINABERY

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/13	11:30 AM	12:00 AM	3	8.5(
TUESDAY	2/19/13	OFF			
WEDNESDAY	2/20/13	9:00 AM	5:00 PM	1	7.0(
THURSDAY	2/21/13	4:00 PM	10:00 PM	1	5.0(
FRIDAY	2/22/13	4:00 PM	10:00 PM	1	5.0(
SATURDAY	2/23/13	NOON	10:00 PM	4	6.0(
SUNDAY	2/24/13	NOON	10:00 PM	2	8.0(

DRAWS= 80 SAVINGS=
UNIFORMS= RENT= 50

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE: Confidential

PAYROLL= 350.00 PAY= 40.00

NAME: HUEY TORRENCE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/13	11:30 AM	12:00 AM	4	7.50
TUESDAY	2/19/13	OFF			
WEDNESDAY	2/20/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	2/21/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	2/22/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	2/23/13	NOON	10:00 PM	2	8.00
SUNDAY	2/24/13	NOON	10:00 PM	3	7.00

DRAWS= 140.00 SAVINGS= 50.00
UNIFORMS= RENT= 120.00

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE: [redacted] Confidential

PAYROLL= 300.00 PAY= 300.00

NAME: ED TRASLEVINA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/13	11:30 AM	12:00 AM	3	8.5(
TUESDAY	2/19/13	OFF			
WEDNESDAY	2/20/13	9:00 AM	5:00 PM	1	7.0(
THURSDAY	2/21/13	4:00 PM	10:00 PM	1	5.0(
FRIDAY	2/22/13	4:00 PM	10:00 PM	1	5.0(
SATURDAY	2/23/13	NOON	10:00 PM	4	6.0(
SUNDAY	2/24/13	NOON	10:00 PM	2	8.0(

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE: [redacted] Confidential

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PAYROLL= 390.00 PAY= 240.00

NAME: DAVID VASQUEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/13	11:30 AM	12:00 AM	3	8.5(
TUESDAY	2/19/13	OFF			
WEDNESDAY	2/20/13	9:00 AM	5:00 PM	1	7.0(
THURSDAY	2/21/13	4:00 PM	10:00 PM	1	5.0(
FRIDAY	2/22/13	4:00 PM	10:00 PM	1	5.0(
SATURDAY	2/23/13	NOON	10:00 PM	3	7.0(
SUNDAY	2/24/13	NOON	10:00 PM	3	7.0(

DRAWS= SAVINGS= 100.00

UNIFORMS= RENT= 50.00

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE: Confidential

PAYROLL= 365.00 PAY= 245.00

NAME: ASCENCION ALEJO VASQUEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/13	11:30 AM	12:00 AM	3	8.50
TUESDAY	2/19/13	OFF			
WEDNESDAY	2/20/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	2/21/13	4:00 PM	10:00 PM	2	4.00
FRIDAY	2/22/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	2/23/13	NOON	10:00 PM	2	8.00
SUNDAY	2/24/13	NOON	10:00 PM	3	7.00

DRAWS= 120.00 SAVINGS=

UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE: Confidential

PAYROLL= 325.00 PAY= ~~175~~ 135.00

NAME: JESUS VERDUGO SR

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/13	11:30 AM	12:00 AM	4	7.50
TUESDAY	2/19/13	OFF			
WEDNESDAY	2/20/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	2/21/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	2/22/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	2/23/13	NOON	10:00 PM	2	8.00
SUNDAY	2/24/13	NOON	10:00 PM	3	7.00

DRAWS= 100.00 SAVINGS=
UNIFORMS= RENT= 50.00

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE: Confidential

PAYROLL= 300.00 PAY= 300.00

NAME: PATTY WEST

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/13	11:30 AM	12:00 AM	4	7.50
TUESDAY	2/19/13	OFF			
WEDNESDAY	2/20/13	9:00 AM	5:00 PM	2	6.00
THURSDAY	2/21/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	2/22/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	2/23/13	NOON	10:00 PM	2	8.00
SUNDAY	2/24/13	NOON	10:00 PM	2	8.00

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE: Confidential

PETALUMA
FEBRUARY 21-24, 2013

JUDY JOYCE

DAY	HOURS	DRAWS	MISC. CHGS.	OVER/SHORT
CARRY FROM LAST WEEK			50.00	
MONDAY				
TUESDAY				
WEDNESDAY				
THURSDAY	4.50			
FRIDAY	4.50			-5.00
SATURDAY	8.50		5.00	5.00
SUNDAY	8.00			
TOTALS	25.50		55.00	
GROSS	218.00			
DRAWS				
RENT/MISC	55.00			
OVER/SHORT				
NET PAY	163.00			

Confidential

PETALUMA
FEBRUARY 21-24, 2013

DEANNA SINK

DAY	HOURS	DRAWS	MISC. CHGS.	OVER/SHORT
CARRY FROM LAST WEEK				
MONDAY				
TUESDAY				
WEDNESDAY		40.00		
THURSDAY	3.00			
FRIDAY	5.25			
SATURDAY	8.75	40.00		
SUNDAY	8.00			
TOTALS	25.00	80.00		
GROSS	214.00			
DRAWS	80.00			
RENT/MISC				
OVER/SHORT				
NET PAY	134.00			

Confidential

PETALUMA
FEBRUARY 21-24, 2013

GINA NORWOOD

DAY	HOURS	DRAWS	MISC. CHGS.	OVER/SHORT
CARRY FROM LAST WEEK				
MONDAY			50.00	
TUESDAY				
WEDNESDAY				
THURSDAY	4.75			
FRIDAY	5.75			-25.00
SATURDAY	7.25		10.00	
SUNDAY	8.00			
TOTALS	25.75		60.00	-25.00
GROSS	220.00			
DRAWS				
RENT/MISC	60.00			
OVER/SHORT	-25.00			
NET PAY	135.00			

Confidential

PETALUMA
FEBRUARY 21-24, 2013

CHLOE NORWOOD

DAY	HOURS	DRAWS	MISC. CHGS.	OVER/SHORT
CARRY FROM LAST WEEK			50.00	
MONDAY				
TUESDAY				
WEDNESDAY				
THURSDAY	5.00			
FRIDAY	4.25		10.00	
SATURDAY	8.50			
SUNDAY	8.00			
TOTALS	25.75		60.00	
GROSS	220.00			
DRAWS				
RENT/MISC	60.00			
OVER/SHORT				
NET PAY	160.00			

Confidential

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PETALUMA	FEBURARY 18-24,2013	RIDE	BASE PAY	EXTRA PAY	THIS WEEK	DRAWS	UNIFORMS	SAVINGS	RENT	ID	TOTAL DED	NET PAY
ACKERMAN	RANDAL	DRIVER	400.00		400.00	-					-	400.00
ADAME	ROMAN, RODRIGUEZ	LOLLIES	380.00		380.00	-					-	380.00
ALVAREZ	TITO, TRIANO	1001	380.00		380.00	80.00					80.00	300.00
ANDERSON	MICHAEL	VOYAGER/CYCLONE	325.00		325.00	140.00			50.00	M	190.00	135.00
APODACA	ZOSIMO, COLIO	INDIO	350.00	(350.00)	-						-	-
APODACA	VICTOR, VASQUEZ	BEARS	350.00		350.00	-					-	350.00
APODACA	JUAN CARLOS, VASQUEZ	GRAVITRON	350.00		350.00	-					-	350.00
APOLINAR	ARMONDO, BARRIOS	INDIO	380.00	(380.00)	-						-	-
ARELLANO	ALEX, LOPEZ	GRAVITRON	350.00		350.00	-					-	350.00
BOGUE	JESSE	OFFICE	300.00		300.00	-					-	300.00
CARDENA	MATEO,GARCIA	INDIO	350.00	(350.00)	-						-	-
CERVANTES	ROSENDO, ORTIZ	YO YO	325.00	30.00	355.00	-					-	355.00
CHESSER	JUDITH	OFFICE	450.00		450.00	-					-	450.00
CHESSER	JOSEPH	CYCLONE	325.00		325.00	40.00	15.00		50.00	B	105.00	220.00
CHESSER	CHRISTOPHER	ZIPPER	350.00		350.00	100.00		100.00	50.00	B	250.00	100.00
COLIO	INES, APODACA	JUMP AROUND	350.00		350.00	-					-	350.00
CONLEY	ROOSEVELT	AMERICANA	325.00		325.00	140.00			50.00	D	190.00	135.00
EASLY	ROBERT	DRIVER	425.00		425.00	-					-	425.00
FLORES	JORGE, ARMONDO CARRANZA	ZIPPER	350.00		350.00	-					-	350.00
FLORES	EDGAR, OSVALDO CARRANZA	DRIVER/ZIPPER	350.00	40.00	390.00	40.00					40.00	350.00
FRIAS	MARCO, ANTONIO SCANDON	YO YO	350.00		350.00	20.00					20.00	330.00
GARCIA	RODOLFO, ALVAREZ	SLIDE	325.00		325.00	-					-	325.00
GARCIA	SALVADOR, ALVAREZ	DRIVER/SUPERVISOR	430.00	40.00	470.00	-					-	470.00
GUZMAN	RAUL	VOYAGER	325.00	40.00	365.00	120.00	15.00		50.00	D	185.00	180.00
HALL	JERRY	SHOP/DRIVER	500.00		500.00	-		100.00			100.00	400.00
HERNANDEZ	JULIAN, GARCIA	WORM	380.00		380.00	40.00					40.00	340.00
HERNANDEZ	MARIA, ISABEL GUERRA	JUMP AROUND	350.00		350.00	-					-	350.00
LOPEZ	ALBERTO, LUIS SANCHEZ	DRIVER	350.00	40.00	390.00	-					-	390.00
LOVE	DAVID	DRIVER	450.00		450.00	130.00					130.00	320.00
MCARTER	DEAN	OFFICE	300.00		300.00	25.00					25.00	275.00
MONTALVO	ISMAEL, VIVANCO	INDIO			-						-	-
NEMEYER	DON	DRIVER	425.00		425.00	-		50.00			50.00	375.00
NOLASCO	MIGUEL, ANGEL ALARCON	MARDI GRAS	350.00		350.00	40.00					40.00	310.00
NORWOOD	RICHARD, LEE	OFFICE	300.00		300.00	-					-	300.00
OJEDA	FRANCISCO, DE JESUS	LOLLIES	350.00		350.00	-					-	350.00
OLIVA	ISIDRO, MORALES	INDIO	350.00	(350.00)	-						-	-
PAREDES	JUAN	INDIO	505.00	(505.00)	-						-	-
PENA	JORGE, AGUILAR	SHREK	500.00		500.00	40.00					40.00	460.00
PIERCE	MATT	ZIPPER	325.00		325.00	100.00			50.00	D	150.00	175.00
RODRIGUEZ	JAVIER, CARBALLO	1001	325.00		325.00	20.00					20.00	305.00
ROJAS	AMANCIO, GONZALES	INDIO	350.00	(350.00)	-						-	-
ROMERO	ANTONIO	INDIO	350.00	(350.00)	-						-	-

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SALVADOR	PRIMITIVO, MATEO	INDIO	325.00	(325.00)	-						-	-
SEDANO	FAUSTINO, ABURTO	BEARS/LOLLIES	350.00		350.00	120.00					120.00	230.00
SERVICE	JASON	SLIDE	325.00		325.00	100.00	15.00				115.00	210.00
SHAFFER	SALLY	OFFICE	300.00		300.00	-					-	300.00
SHINABERY	STEVEN, MATT	RING	350.00	40.00	390.00	80.00			50.00	D	130.00	260.00
TORRENCE	HUEY	RING	350.00		350.00	140.00		50.00	120.00		310.00	40.00
TRASLEVINA	ED	SHOP/DRIVER	300.00		300.00	-					-	300.00
VASQUEZ	DAVID	SANITATION/DRIVER	350.00	40.00	390.00	-		100.00	50.00	M	150.00	240.00
VASQUEZ	ASCENCION, ALEJO	AMERICANA	365.00		365.00	120.00					120.00	245.00
VERDUGO SR	JESUS	SHREK	325.00		325.00	140.00			50.00	B	190.00	135.00
WEST	PATTY	OFFICE	300.00		300.00	-					-	300.00
	TOTALS		18,695.00	(2690.00)	16,005.00	1,775.00	45.00	400.00	570.00		2,790.00	13,215.00
											RENT	450.00
												13,665.00

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Pay stubs

RUBIDOUX

02/25/2013 -
03/03/2013

2013

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0• C

200• +
172• +
182•63 +
23•56 +
790• *

ticket seller payroll

	HOURS	O/S	DRAWS
MONDAY			
TUESDAY			
WEDNESDAY	1.5		
THURSDAY	3.5		
FRIDAY	3.75	1	
SATURDAY	8.75		
SUNDAY	7.75	1	
TOTALS	25.25	2	
PAY	$ 233.56	NET	$ 235.56
GUY RUBIO			
EMPLOYEE SIGNATURE:		Confidential	
WEEK ENDING 3/3/13			

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	HOURS	O/S	DRAWS
MONDAY			
TUESDAY			
WEDNESDAY			
THURSDAY	3.25		
FRIDAY	4	-2	
SATURDAY	10.5	-42	
SUNDAY	7.75	12	
TOTALS	25.5	-32	
PAY	$ 204.00	NET	$ 172.00
BECKA LOLIS			
EMPLOYEE SIGNATURE:	Confidential		
WEEK ENDING 3/3/13			

	HOURS	O/S	DRAWS
MONDAY			
TUESDAY			
WEDNESDAY			
THURSDAY	4	-2	
FRIDAY	4	-8	
SATURDAY	8.25	-1	
SUNDAY	7.25	-12	
TOTALS	23.5	-23	
PAY	$ 205.63	NET	$ 182.63
SANJUANA RUBIO			
EMPLOYEE SIGNATURE:	Confidential		
WEEK ENDING 3/3/13			

	HOURS	O/S	DRAWS
MONDAY			
JESDAY			
WEDNESDAY			
THURSDAY	4		
FRIDAY	4.5		
SATURDAY	8.5		
SUNDAY	8		
TOTALS	25		
PAY	$ 200.00	NET	$ 200.00
DEBBIE EMHIESER			
EMPLOYEE SIGNATURE:			
WEEK ENDING 3/3/13			

Confidential

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paystubs

EL MIRAGE

2013

02/25/2013 -

03/03/2013

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LOCATION EL MIRAGE
WEEK ENDING: 3/3/2013

GROSS PAY: 218.

NAME: Donna Robinson

SIGNATURE: Confidential

LOCATION: EL MIRAGE
WEEK ENDING: 3/3/2013

GROSS PAY: 248.-

NAME: Tina LaMere

SIGNATURE: Confidential

LOCATION: EL MIRAGE
WEEK ENDING: 3/3/2013

GROSS PAY: 228

NAME: April Castellano

SIGNATURE: Confidential

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LOCATION: EL MIRAGE
WEEK ENDING: 3/3/2013

GROSS PAY: 228.

NAME: Jamie Dandridge

SIGNATURE: Confidential

LOCATION: EL MIRAGE
WEEK ENDING: 3/3/2013

GROSS PAY: 180

NAME: Julie Griffiths

SIGNATURE: Confidential

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PAY: $185.71
DRAWS: $0.00
NET: $185.71

NAME: KIMBERLY RODRIGUEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/18/2013	OFF	OFF	0	0
TUESDAY	2/19/2013	OFF	OFF	0	0
WEDNESDAY	2/20/2013	9 A.M.	11 P.M.	7.5	6.5
THURSDAY	2/21/2013	9 A.M	11 P.M.	9.5	4.5
FRIDAY	2/22/2013	9 A.M.	11 P.M.	9	5
SATURDAY	2/23/2013	OFF	OFF	0	0
SUNDAY	2/24/2013	OFF	OFF	0	0

WORKWEEK HOURS TOTAL: 16

EMPLOYEE SIGNATURE: Confidential

Confidential

PAY: $500.00
DRAWS: $0.00
NET: $500.00

NAME: SAUL ESTUDILLO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/27/2013	9 A.M.	5 P.M.	2.5	5.5
TUESDAY	2/28/2013	4 p.m.	10 P.M.	3	3
WEDNESDAY	3/1/2013	4 p.m.	10 P.M.	3.5	4.5
THURSDAY	3/2/2013	10 A.M	11 P.M.	4.5	8.5
FRIDAY	3/3/2013	11 A.M	12 A.M.	5.5	7.5
SATURDAY	1/0/1900	0	0	0	0
SUNDAY	1/0/1900	12:00:00 AM	0	0	0

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE: Confidential

PAY: $350.00
DRAWS: $40.00
NET: $310.00

NAME: EDUARDO CERVANTES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	2/28/2013	4 p.m.	10 P.M.	2	4
FRIDAY	3/1/2013	4 p.m.	10 P.M.	4	4
SATURDAY	3/2/2013	10 A.M	11 P.M.	5.5	7.5
SUNDAY	3/3/2013	11 A.M	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 38

EMPLOYEE SIGNATURE: Confidential

PAY: $410.00
DRAWS: $0.00
NET: $410.00

NAME: JULIO MARTINEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	2	6
THURSDAY	2/28/2013	4 p.m.	10 P.M.	2	4
FRIDAY	3/1/2013	4 p.m.	10 P.M.	2	4
SATURDAY	3/2/2013	10 A.M	11 P.M.	6	7
SUNDAY	3/3/2013	11 A.M	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 37

Confidential

EMPLOYEE SIGNATURE: [redacted]

PAY: $500.00
DRAWS: $0.00
NET: $500.00

NAME: FELIPE RENDON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	3	5
THURSDAY	2/28/2013	4 p.m.	10 P.M.	1.5	4.5
FRIDAY	3/1/2013	4 p.m.	10 P.M.	3	3
SATURDAY	3/2/2013	10 A.M	11 P.M.	6	7
SUNDAY	3/3/2013	11 A.M	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 35.5

Confidential

EMPLOYEE SIGNATURE: [redacted]

PAY: $745.00
DRAWS: $0.00
NET: $745.00

NAME: ANTONIO MENDEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	2	6
THURSDAY	2/28/2013	4 p.m.	10 P.M.	2.5	3.5
FRIDAY	3/1/2013	4 p.m.	10 P.M.	2	4
SATURDAY	3/2/2013	10 A.M	11 P.M.	6	7
SUNDAY	3/3/2013	11 A.M	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 36.5

Confidential

EMPLOYEE SIGNATURE: [redacted]

PAY: $400.00
DRAWS: $15.00
NET: $385.00

NAME: JOSE CIRO SANCHEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	2/28/2013	4 p.m.	10 P.M.	2	4
FRIDAY	3/1/2013	4 p.m.	10 P.M.	4	4
SATURDAY	3/2/2013	10 A.M	11 P.M.	6.5	6.5
SUNDAY	3/3/2013	11 A.M	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 37

Confidential

EMPLOYEE SIGNATURE:

PAY: $350.00
DRAWS:
NET: $350.00

NAME: ELDIBERTO SANTOS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	2/28/2013	4 p.m.	10 P.M.	3.5	2.5
FRIDAY	3/1/2013	4 p.m.	10 P.M.	3	3
SATURDAY	3/2/2013	10 A.M	11 P.M.	6	7
SUNDAY	3/3/2013	11 A.M	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 34

Confidential

EMPLOYEE SIGNATURE:

PAY: $600.00
DRAWS:
NET: $600.00

NAME: HUGO RONQUILLO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	2	6
THURSDAY	2/28/2013	4 p.m.	10 P.M.	2	4
FRIDAY	3/1/2013	4 p.m.	10 P.M.	2	4
SATURDAY	3/2/2013	10 A.M	11 P.M.	6	7
SUNDAY	3/3/2013	11 A.M	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 37

Confidential

Confidential

EMPLOYEE SIGNATURE:

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PAY: $1,650.00
DRAWS: $0.00
NET: $1,650.00

NAME: ROBERT MERTEN II

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	2/28/2013	4 p.m.	10 P.M.	3.5	2.5
FRIDAY	3/1/2013	4 p.m.	10 P.M.	3	3
SATURDAY	3/2/2013	10 A.M	11 P.M.	6	7
SUNDAY	3/3/2013	11 A.M	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 34.5

Confidential

EMPLOYEE SIGNATURE:

PAY: $50
DRAWS: $
NET: $50

NAME: JULIO GASCA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	2	6
THURSDAY	2/28/2013	4 p.m.	10 P.M.	2	4
FRIDAY	3/1/2013	4 p.m.	10 P.M.	2	4
SATURDAY	3/2/2013	10 A.M	11 P.M.	6	7
SUNDAY	3/3/2013	11 A.M	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 37

Confidential

EMPLOYEE SIGNATURE:

PAY: $350.00
DRAWS:
NET: $350.00

NAME: JOSE MENDEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	2/28/2013	4 p.m.	10 P.M.	3	3
FRIDAY	3/1/2013	4 p.m.	10 P.M.	3	3
SATURDAY	3/2/2013	10 A.M	11 P.M.	5.5	7.5
SUNDAY	3/3/2013	11 A.M	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 35.5

Confidential

EMPLOYEE SIGNATURE:

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: JESUS OJEDA GARCIA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	2/28/2013	4 p.m.	10 P.M.	2	4
FRIDAY	3/1/2013	4 p.m.	10 P.M.	3	5
SATURDAY	3/2/2013	10 A.M	11 P.M.	6.5	6.5
SUNDAY	3/3/2013	11 A.M	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 38

Confidential

EMPLOYEE SIGNATURE:

PAY: $350.00
DRAWS: $80.00
NET: $270.00

NAME: SCOTT CERVARICH

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	3	5
THURSDAY	2/28/2013	4 p.m.	10 P.M.	1.5	4.5
FRIDAY	3/1/2013	4 p.m.	10 P.M.	3	3
SATURDAY	3/2/2013	10 A.M	11 P.M.	6	7
SUNDAY	3/3/2013	11 A.M	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 35.5

Confidential

EMPLOYEE SIGNATURE:

PAY: $525.00
DRAWS: $0.00
NET: $525.00

NAME: OMAR LOPEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	2/28/2013	4 p.m.	10 P.M.	3.5	2.5
FRIDAY	3/1/2013	4 p.m.	10 P.M.	3	3
SATURDAY	3/2/2013	10 A.M	11 P.M.	6	7
SUNDAY	3/3/2013	11 A.M	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 35.5

Confidential

EMPLOYEE SIGNATURE:

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PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: ALFONSO GUEVARA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOUR
MONDAY	2/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	2	6
THURSDAY	2/28/2013	4 p.m.	10 P.M.	2	4
FRIDAY	3/1/2013	4 p.m.	10 P.M.	2	4
SATURDAY	3/2/2013	10 A.M	11 P.M.	6	7
SUNDAY	3/3/2013	11 A.M	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 37

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: BENJAMIN CASTRO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	2/28/2013	4 p.m.	10 P.M.	3.5	2.5
FRIDAY	3/1/2013	4 p.m.	10 P.M.	2	4
SATURDAY	3/2/2013	10 A.M	11 P.M.	6	7
SUNDAY	3/3/2013	11 A.M	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 36.5

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: VALENTINO SANTIAGO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	2/28/2013	4 p.m.	10 P.M.	3.5	2.5
FRIDAY	3/1/2013	4 p.m.	10 P.M.	3	3
SATURDAY	3/2/2013	10 A.M	11 P.M.	6	7
SUNDAY	3/3/2013	11 A.M	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 35.5

EMPLOYEE SIGNATURE: Confidential [redacted]

Butler's Exh 293

PAY: $325.00
DRAWS: 100-
NET: ~~$325.00~~ 225-

NAME: JOSE ANTONIO CONTRERAS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	2/28/2013	4 p.m.	10 P.M.	3	3
FRIDAY	3/1/2013	4 p.m.	10 P.M.	3	5
SATURDAY	3/2/2013	10 A.M	11 P.M.	5.5	7.5
SUNDAY	3/3/2013	11 A.M	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 38

Confidential

EMPLOYEE SIGNATURE: [redacted]

PAY: $575.00
DRAWS: $0.00
NET: $575.00

NAME: CARLOS ARMENTA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	2/28/2013	4 p.m.	10 P.M.	3	3
FRIDAY	3/1/2013	4 p.m.	10 P.M.	2.5	3.5
SATURDAY	3/2/2013	10 A.M	11 P.M.	6	7
SUNDAY	3/3/2013	11 A.M	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 35

Confidential

EMPLOYEE SIGNATURE: [redacted]

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: UBALDO SANCHEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	2.5	6
THURSDAY	2/28/2013	9 A.M	10 P.M.	2	4
FRIDAY	3/1/2013	4 p.m.	10 P.M.	3	4
SATURDAY	3/2/2013	10 A.M	11 P.M.	6.5	7
SUNDAY	3/3/2013	11 A.M	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 37

Confidential

EMPLOYEE SIGNATURE: [redacted]

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Butler000294

PAY: $350.00
DRAWS: $80.00
NET: $270.00

NAME: TAYO LAMBERT

DAY	DATE	IN	OUT	BREAKS	TOTAL HOUR
MONDAY	2/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	2/28/2013	4 p.m.	10 P.M.	2	4
FRIDAY	3/1/2013	4 p.m.	10 P.M.	3	5
SATURDAY	3/2/2013	10 A.M	11 P.M.	6.5	6.5
SUNDAY	3/3/2013	11 A.M	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 38

EMPLOYEE SIGNATURE: Confidential

PAY: 475 -
DRAWS: $0.00
NET: 475 ~~$0.00~~

NAME: Jamie Hernandez

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	2/28/2013	4 p.m.	10 P.M.	3	3
FRIDAY	3/1/2013	4 p.m.	10 P.M.	2.5	3.5
SATURDAY	3/2/2013	10 A.M	11 P.M.	6	7
SUNDAY	3/3/2013	11 A.M	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 35

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: MARTIN SANCHEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	2/28/2013	4 p.m.	10 P.M.	2	4
FRIDAY	3/1/2013	4 p.m.	10 P.M.	4.5	3.5
SATURDAY	3/2/2013	10 A.M	11 P.M.	5.5	7.5
SUNDAY	3/3/2013	11 A.M	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 37.5

EMPLOYEE SIGNATURE: Confidential

PAY: $385.00
DRAWS: $0.00
NET: $385.00

NAME: ROGELIO PEREZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	2/28/2013	4 p.m.	10 P.M.	3	3
FRIDAY	3/1/2013	4 p.m.	10 P.M.	3	5
SATURDAY	3/2/2013	10 A.M	11 P.M.	7	6
SUNDAY	3/3/2013	11 A.M	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 37.5

Confidential

EMPLOYEE SIGNATURE:

PAY: 395.-
DRAWS: $0.00
NET: $0.00

NAME: Felipe Villegas 395 -

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	2/28/2013	4 p.m.	10 P.M.	3	3
FRIDAY	3/1/2013	4 p.m.	10 P.M.	4.5	3.5
SATURDAY	3/2/2013	10 A.M	11 P.M.	4.5	8.5
SUNDAY	3/3/2013	11 A.M	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 37.5

Confidential

EMPLOYEE SIGNATURE:

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: MARTHA VARGAS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	2/28/2013	4 p.m.	10 P.M.	3.5	2.5
FRIDAY	3/1/2013	4 p.m.	10 P.M.	3	3
SATURDAY	3/2/2013	10 A.M	11 P.M.	6	7
SUNDAY	3/3/2013	11 A.M	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 35.5

EMPLOYEE SIGNATURE:

Confidential

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PAY: $375.00

DRAWS:

NET: $375.00

NAME: MANOLO MUNOZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOU
MONDAY	2/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	2/28/2013	4 p.m.	10 P.M.	2	4
FRIDAY	3/1/2013	4 p.m.	10 P.M.	3	5
SATURDAY	3/2/2013	10 A.M	11 P.M.	6.5	6.5
SUNDAY	3/3/2013	11 A.M	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 38

Confidential

EMPLOYEE SIGNATURE:

PAY: $325.00

DRAWS: $0.00

NET: $325.00

NAME: JAMIE MENDOZA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	2/28/2013	4 p.m.	10 P.M.	3	3
FRIDAY	3/1/2013	4 p.m.	10 P.M.	3	5
SATURDAY	3/2/2013	10 A.M	11 P.M.	7	6
SUNDAY	3/3/2013	11 A.M	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 37.5

Confidential

EMPLOYEE SIGNATURE:

PAY: $415.00

DRAWS: $0.00

NET: $415.00

NAME: REGGIE ROSS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	2	6
THURSDAY	2/28/2013	4 p.m.	10 P.M.	2.5	3.5
FRIDAY	3/1/2013	4 p.m.	10 P.M.	2	4
SATURDAY	3/2/2013	10 A.M	11 P.M.	6	7
SUNDAY	3/3/2013	11 A.M	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 36.5

Confidential

Confidential

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EMPLOYEE SIGNATURE:

PAY: $390.00
DRAWS: $0.00
NET: $390.00

NAME: JULIEN ARMENTA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	2	6
THURSDAY	2/28/2013	4 p.m.	10 P.M.	3	3
FRIDAY	3/1/2013	4 p.m.	10 P.M.	2	4
SATURDAY	3/2/2013	10 A.M	11 P.M.	6	7
SUNDAY	3/3/2013	11 A.M	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 36.5

Confidential

EMPLOYEE SIGNATURE:

PAY: $430.00
DRAWS: $0.00
NET: $430.00

NAME: ALBERTO BENEVIDES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	2	6
THURSDAY	2/28/2013	4 p.m.	10 P.M.	2	4
FRIDAY	3/1/2013	4 p.m.	10 P.M.	2	4
SATURDAY	3/2/2013	10 A.M	11 P.M.	6	7
SUNDAY	3/3/2013	11 A.M	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 37

Confidential

EMPLOYEE SIGNATURE:

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: DIONICIO DOROTEO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	2/28/2013	4 p.m.	10 P.M.	3.5	2.5
FRIDAY	3/1/2013	4 p.m.	10 P.M.	2	4
SATURDAY	3/2/2013	10 A.M	11 P.M.	6	7
SUNDAY	3/3/2013	11 A.M	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 36.5

Confidential

EMPLOYEE SIGNATURE:

PAY: $425.00
DRAWS: $0.00
NET: $425.00

NAME: JUAN RUIZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	2	6
THURSDAY	2/28/2013	4 p.m.	10 P.M.	2	4
FRIDAY	3/1/2013	4 p.m.	10 P.M.	2	4
SATURDAY	3/2/2013	10 A.M	11 P.M.	6	7
SUNDAY	3/3/2013	11 A.M	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 37

Confidential

EMPLOYEE SIGNATURE:

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: LUIS TEJEDA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	2/28/2013	4 p.m.	10 P.M.	3	3
FRIDAY	3/1/2013	4 p.m.	10 P.M.	3	5
SATURDAY	3/2/2013	10 A.M	11 P.M.	7	6
SUNDAY	3/3/2013	11 A.M	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 37.5

Confidential

EMPLOYEE SIGNATURE:

PAY: $380.00
DRAWS: $0.00
NET: $380.00

NAME: JOSE GUITTEREZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	2/28/2013	4 p.m.	10 P.M.	2	4
FRIDAY	3/1/2013	4 p.m.	10 P.M.	3	5
SATURDAY	3/2/2013	10 A.M	11 P.M.	6.5	6.5
SUNDAY	3/3/2013	11 A.M	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 38

Confidential

EMPLOYEE SIGNATURE:

PAY: $400.00
DRAWS: $0.00
NET: $400.00

NAME: RUTILLIO GUZMAN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	3	5
THURSDAY	2/28/2013	4 p.m.	10 P.M.	2	4
FRIDAY	3/1/2013	4 p.m.	10 P.M.	2	4
SATURDAY	3/2/2013	10 A.M	11 P.M.	6	7
SUNDAY	3/3/2013	11 A.M	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 36

Confidential

EMPLOYEE SIGNATURE: [redacted]

PAY: $385.00
DRAWS: $0.00
NET: $385.00

NAME: ROBERTO PENA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	2/28/2013	4 p.m.	10 P.M.	2	4
FRIDAY	3/1/2013	4 p.m.	10 P.M.	3	5
SATURDAY	3/2/2013	10 A.M	11 P.M.	7	6
SUNDAY	3/3/2013	11 A.M	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 37.5

Confidential

EMPLOYEE SIGNATURE: [redacted]

PAY: $425.00
DRAWS:
NET: $425.00

NAME: ROSALINO GONZALEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	2	6
THURSDAY	2/28/2013	4 p.m.	10 P.M.	3	3
FRIDAY	3/1/2013	4 p.m.	10 P.M.	2	4
SATURDAY	3/2/2013	10 A.M	11 P.M.	6	7
SUNDAY	3/3/2013	11 A.M	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 36.5

Confidential

EMPLOYEE SIGNATURE: [redacted]

Butler's Exh. 300
Butler000300

PAY: $420.00
DRAWS: $0.00
NET: $420.00

NAME: JAMES AARON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	2	6
THURSDAY	2/28/2013	4 p.m.	10 P.M.	3	3
FRIDAY	3/1/2013	4 p.m.	10 P.M.	2	4
SATURDAY	3/2/2013	10 A.M	11 P.M.	6	7
SUNDAY	3/3/2013	11 A.M	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 36.5

EMPLOYEE SIGNATURE: Confidential

PAY: $425.00
DRAWS: $40.00
NET: $385.00

NAME: ANGEL SEPULVEDA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	2/28/2013	4 p.m.	10 P.M.	2	4
FRIDAY	3/1/2013	4 p.m.	10 P.M.	3	5
SATURDAY	3/2/2013	10 A.M	11 P.M.	6.5	6.5
SUNDAY	3/3/2013	11 A.M	12 A.M.	6	7

WORKWEEK HOURS TOTAL: Confidential 38

EMPLOYEE SIGNATURE: Confidential

PAY: $425.00
DRAWS: $0.00
NET: $425.00

NAME: FLORENCIA OLIVA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	2	6
THURSDAY	2/28/2013	4 p.m.	10 P.M.	2	4
FRIDAY	3/1/2013	4 p.m.	10 P.M.	2	4
SATURDAY	3/2/2013	10 A.M	11 P.M.	6	7
SUNDAY	3/3/2013	11 A.M	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 37

EMPLOYEE SIGNATURE: Confidential

PAY: $200.
DRAWS: $0.00
NET: $200. ~~$0.00~~

NAME: Moises Trejo

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	2/28/2013	4 p.m.	10 P.M.	3	3
FRIDAY	3/1/2013	4 p.m.	10 P.M.	1.5	4.5
SATURDAY	3/2/2013	10 A.M	11 P.M.	6	7
SUNDAY	3/3/2013	11 A.M	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 36

EMPLOYEE SIGNATURE: Confidential

PAY: $500.00
DRAWS: $0.00
NET: $500.00

NAME: DANIEL ANDRADE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	2/28/2013	4 p.m.	10 P.M.	3	3
FRIDAY	3/1/2013	4 p.m.	10 P.M.	4	4
SATURDAY	3/2/2013	10 A.M	11 P.M.	4.5	8.5
SUNDAY	3/3/2013	11 A.M	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 38

EMPLOYEE SIGNATURE: Confidential

PAY: $600.00
DRAWS: $0.00
NET: $600.00

NAME: JOSE VENTURA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	2/28/2013	4 p.m.	10 P.M.	3	3
FRIDAY	3/1/2013	4 p.m.	10 P.M.	3	3
SATURDAY	3/2/2013	10 A.M	11 P.M.	6	7
SUNDAY	3/3/2013	11 A.M	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 35

EMPLOYEE SIGNATURE: Confidential

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PAY: $500.00
DRAWS: $0.00
NET: $500.00

NAME: SERGIO GUZMAN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	2/28/2013	4 p.m.	10 P.M.	3	3
FRIDAY	3/1/2013	4 p.m.	10 P.M.	3.5	4.5
SATURDAY	3/2/2013	10 A.M	11 P.M.	4.5	8.5
SUNDAY	3/3/2013	11 A.M	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 38.5

EMPLOYEE SIGNATURE: Confidential

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: JUAN PUAC

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	2/28/2013	4 p.m.	10 P.M.	3	3
FRIDAY	3/1/2013	4 p.m.	10 P.M.	3	5
SATURDAY	3/2/2013	10 A.M	11 P.M.	7	6
SUNDAY	3/3/2013	11 A.M	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 37.5

EMPLOYEE SIGNATURE: Confidential

PAY: $900.00
DRAWS: $0.00
NET: $900.00

NAME: RON QUINT

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	2/28/2013	4 p.m.	10 P.M.	3.5	2.5
FRIDAY	3/1/2013	4 p.m.	10 P.M.	3	3
SATURDAY	3/2/2013	10 A.M	11 P.M.	6	7
SUNDAY	3/3/2013	11 A.M	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 34.5

EMPLOYEE SIGNATURE: Confidential

Butler's Exh. 20, p. 505

PAY: $325.00
DRAWS: $90.00
NET: $235.00

NAME: LIMICIA JACKSON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	2/28/2013	4 p.m.	10 P.M.	2	4
FRIDAY	3/1/2013	4 p.m.	10 P.M.	4	4
SATURDAY	3/2/2013	10 A.M	11 P.M.	5.5	7.5
SUNDAY	3/3/2013	11 A.M	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 37

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: ANGEL LOPEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	2/28/2013	4 p.m.	10 P.M.	2	4
FRIDAY	3/1/2013	4 p.m.	10 P.M.	3	5
SATURDAY	3/2/2013	10 A.M	11 P.M.	6.5	6.5
SUNDAY	3/3/2013	11 A.M	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 38

EMPLOYEE SIGNATURE: Confidential

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: ARMANDO MURRIETA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	2/28/2013	4 p.m.	10 P.M.	1.5	4.5
FRIDAY	3/1/2013	4 p.m.	10 P.M.	3	3
SATURDAY	3/2/2013	10 A.M	11 P.M.	6	7
SUNDAY	3/3/2013	11 A.M	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 37

EMPLOYEE SIGNATURE: Confidential

Butler's Exh. 26, p. 304

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: LUIS PENA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	2	6
THURSDAY	2/28/2013	4 p.m.	10 P.M.	3	3
FRIDAY	3/1/2013	4 p.m.	10 P.M.	2	4
SATURDAY	3/2/2013	10 A.M	11 P.M.	6	7
SUNDAY	3/3/2013	11 A.M	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 36.5

EMPLOYEE SIGNATURE: [redacted]

Confidential

PAY: 600
DRAWS: 100 ~~$0.00~~
NET: 500 $0.00

NAME: John Lopez

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	2/28/2013	4 p.m.	10 P.M.	3	3
FRIDAY	3/1/2013	4 p.m.	10 P.M.	2.5	3.5
SATURDAY	3/2/2013	10 A.M	11 P.M.	6	7
SUNDAY	3/3/2013	11 A.M	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 35

EMPLOYEE SIGNATURE: [redacted]

Confidential

Confidential

PAY: $500.00
DRAWS:
NET: $500.00

NAME: GUSTAVO GAMERO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	2/28/2013	4 p.m.	10 P.M.	3	3
FRIDAY	3/1/2013	4 p.m.	10 P.M.	3	3
SATURDAY	3/2/2013	10 A.M	11 P.M.	6	7
SUNDAY	3/3/2013	11 A.M	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 35

EMPLOYEE SIGNATURE: [redacted]

Confidential

Butler's Ex

PAY: ~~$500~~

DRAWS: $0.00

NET: ~~$500~~ $0.00

NAME: Jimmy Johnson

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	2/28/2013	4 p.m.	10 P.M.	3	3
FRIDAY	3/1/2013	4 p.m.	10 P.M.	2	4
SATURDAY	3/2/2013	10 A.M	11 P.M.	6	7
SUNDAY	3/3/2013	11 A.M	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 35.5

EMPLOYEE SIGNATURE: Confidential

PAY: $600.00

DRAWS:

NET: $600.00

NAME: JAVIER GAMERO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	2/28/2013	4 p.m.	10 P.M.	3	3
FRIDAY	3/1/2013	4 p.m.	10 P.M.	4	2
SATURDAY	3/2/2013	10 A.M	11 P.M.	6	7
SUNDAY	3/3/2013	11 A.M	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 34

EMPLOYEE SIGNATURE: Confidential

PAY: $500.00

DRAWS: $0.00

NET: $500.00

NAME: JOSE LUIS PAREDES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	2/28/2013	4 p.m.	10 P.M.	2	4
FRIDAY	3/1/2013	4 p.m.	10 P.M.	3	5
SATURDAY	3/2/2013	10 A.M	11 P.M.	6.5	6.5
SUNDAY	3/3/2013	11 A.M	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 38

EMPLOYEE SIGNATURE: Confidential

Butler's Exh. 6

PAY: $425.00

DRAWS:

NET: $425.00

NAME: ALDO ROANO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	2/28/2013	4 p.m.	10 P.M.	3	3
FRIDAY	3/1/2013	4 p.m.	10 P.M.	3	3
SATURDAY	3/2/2013	10 A.M	11 P.M.	6	7
SUNDAY	3/3/2013	11 A.M	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 35

EMPLOYEE SIGNATURE: Confidential

PAY: $400.00

DRAWS: $40.00

NET: $360.00

NAME: JERRY SOOTER

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	2/28/2013	4 p.m.	10 P.M.	3	3
FRIDAY	3/1/2013	4 p.m.	10 P.M.	4	4
SATURDAY	3/2/2013	10 A.M	11 P.M.	4.5	8.5
SUNDAY	3/3/2013	11 A.M	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 38

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00

DRAWS: $0.00

NET: $325.00

NAME: MIGUEL HERRERA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	2/28/2013	4 p.m.	10 P.M.	2	4
FRIDAY	3/1/2013	4 p.m.	10 P.M.	3	5
SATURDAY	3/2/2013	10 A.M	11 P.M.	6.5	6.5
SUNDAY	3/3/2013	11 A.M	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 38

EMPLOYEE SIGNATURE: Confidential

Butler's Exh. 26, p. 307

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: CONSTANTINE LOPEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	2	6
THURSDAY	2/28/2013	4 p.m.	10 P.M.	2	4
FRIDAY	3/1/2013	4 p.m.	10 P.M.	2	4
SATURDAY	3/2/2013	10 A.M	11 P.M.	6	7
SUNDAY	3/3/2013	11 A.M	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 37

EMPLOYEE SIGNATURE: Confidential

PAY: $365.00
DRAWS: $0.00
NET: $365.00

NAME: ELPIDIO SEDANO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	2	6
THURSDAY	2/28/2013	4 p.m.	10 P.M.	2	4
FRIDAY	3/1/2013	4 p.m.	10 P.M.	2	4
SATURDAY	3/2/2013	10 A.M	11 P.M.	6	7
SUNDAY	3/3/2013	11 A.M	12 A.M.	6	7

WORKWEEK HOURS TOTAL: Confidential 37

EMPLOYEE SIGNATURE:

PAY: $470.00
DRAWS: $0.00
NET: $470.00

NAME: OMAR PEDRO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	2/28/2013	4 p.m.	10 P.M.	2	4
FRIDAY	3/1/2013	4 p.m.	10 P.M.	3	5
SATURDAY	3/2/2013	10 A.M	11 P.M.	6.5	6.5
SUNDAY	3/3/2013	11 A.M	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 38

EMPLOYEE SIGNATURE: Confidential

Butler's E[redacted]26, p. 308

Butler000308

PAY: $390.00

DRAWS:

NET: $390.00

NAME: AUGUSTINE ESPINOSA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	2/28/2013	4 p.m.	10 P.M.	2	4
FRIDAY	3/1/2013	4 p.m.	10 P.M.	3	5
SATURDAY	3/2/2013	10 A.M	11 P.M.	6.5	6.5
SUNDAY	3/3/2013	11 A.M	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 38

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00

DRAWS: $0.00

NET: $325.00

NAME: ALFONSO ALVARADO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	2/28/2013	4 p.m.	10 P.M.	3	3
FRIDAY	3/1/2013	4 p.m.	10 P.M.	3.5	4.5
SATURDAY	3/2/2013	10 A.M	11 P.M.	5.5	7.5
SUNDAY	3/3/2013	11 A.M	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 37.5

EMPLOYEE SIGNATURE: Confidential

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GOODYEAR

2013

02/25/2013 - 03/03/2013

B

LOCATION: GOODYEAR 0
WEEK ENDING: 3/3/2013 GROSS PAY: 349

NAME: Debra WATKINS

SIGNATURE: Confidential

LOCATION: GOODYEAR 0
WEEK ENDING: 3/3/2013 GROSS PAY: 230

NAME: ANGELA HALLOWAY

SIGNATURE: Confidential

LOCATION: GOODYEAR 0
WEEK ENDING: 3/3/2013 GROSS PAY:

NAME: Karen Harris

SIGNATURE: Confidential

LOCATION: GOODYEAR
WEEK ENDING: 3/3/2013 GROSS PAY:

NAME: Ollie Murray

SIGNATURE: Confidential

LOCATION: GOODYEAR
WEEK ENDING: 3/3/2013 GROSS PAY: 228.

NAME: SARAH JONES

SIGNATURE: Confidential

PAY: $2,000.00
DRAWS: $0.00
NET: $2,000.00

NAME: BILLY TRUAX

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/2013	12AM	3AM	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	2/28/2013	4PM	10PM	2	4
FRIDAY	3/1/2013	4PM	10PM	3	5
SATURDAY	3/2/2013	10AM	11PM	6.5	6.5
SUNDAY	3/3/2013	11AM	12AM	6	7

WORKWEEK HOURS TOTAL: 38

EMPLOYEE SIGNATURE: Confidential

PAY: $500.00
DRAWS:
NET: $500.00

NAME: SHANE BYRD

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/2013	12AM	3AM	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	2/28/2013	4PM	10PM	2	4
FRIDAY	3/1/2013	4PM	10PM	3	5
SATURDAY	3/2/2013	10AM	11PM	6.5	6.5
SUNDAY	3/3/2013	11AM	12AM	6	7

WORKWEEK HOURS TOTAL: 38

EMPLOYEE SIGNATURE: Confidential

PAY:
DRAWS: $0.00
NET: $0.00

NAME: FERNANDO PREZA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/2013	12AM	3AM	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	2/28/2013	4PM	10PM	2	4
FRIDAY	3/1/2013	4PM	10PM	4	4
SATURDAY	3/2/2013	10AM	11PM	6.5	6.5
SUNDAY	3/3/2013	11AM	12AM	6	7

WORKWEEK HOURS TOTAL: 37

EMPLOYEE SIGNATURE: Confidential

PAY: $500.00
DRAWS: $0.00
NET: $500.00

NAME: JOSE IVAN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/2013	12AM	3AM	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	2/28/2013	4PM	10PM	3	3
FRIDAY	3/1/2013	4PM	10PM	4	2
SATURDAY	3/2/2013	10AM	11PM	6	7
SUNDAY	3/3/2013	11AM	12AM	6	7

WORKWEEK HOURS TOTAL: 34

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS:
NET: $325.00

NAME: DANIEL CASTRO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/2013	12AM	3AM	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	2	6
THURSDAY	2/28/2013	4PM	10PM	3	3
FRIDAY	3/1/2013	4PM	10PM	2	4
SATURDAY	3/2/2013	10AM	11PM	6	7
SUNDAY	3/3/2013	11AM	12AM	6	7

WORKWEEK HOURS TOTAL: 36.5

EMPLOYEE SIGNATURE: Confidential

PAY: $350.
DRAWS: $0.
NET: $350.

NAME: AURELIO MARQUEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/2013	12AM	3AM	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	2	6
THURSDAY	2/28/2013	4PM	10PM	2.5	3.5
FRIDAY	3/1/2013	4PM	10PM	2	4
SATURDAY	3/2/2013	10AM	11PM	6	7
SUNDAY	3/3/2013	11AM	12AM	6	7

WORKWEEK HOURS TOTAL: 36.5

EMPLOYEE SIGNATURE: Confidential

PAY: $550.00
DRAWS: $0.00
NET: $550.00

NAME: ROGER HERNANDEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/2013	12AM	3AM	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	2/28/2013	4PM	10PM	2	4
FRIDAY	3/1/2013	4PM	10PM	3	5
SATURDAY	3/2/2013	10AM	11PM	6.5	6.5
SUNDAY	3/3/2013	11AM	12AM	6	7

WORKWEEK HOURS TOTAL: 38

Confidential

EMPLOYEE SIGNATURE: [redacted]

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: LUIS BORAJA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/2013	12AM	3AM	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	2/28/2013	4PM	10PM	2	4
FRIDAY	3/1/2013	4PM	10PM	3	5
SATURDAY	3/2/2013	10AM	11PM	6.5	6.5
SUNDAY	3/3/2013	11AM	12AM	6	7

WORKWEEK HOURS TOTAL: 38

Confidential

EMPLOYEE SIGNATURE: [redacted]

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: IGNACIO CARBALLO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/2013	12AM	3AM	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	2	6
THURSDAY	2/28/2013	4PM	10PM	2	4
FRIDAY	3/1/2013	4PM	10PM	2	4
SATURDAY	3/2/2013	10AM	11PM	6	7
SUNDAY	3/3/2013	11AM	12AM	6	7

WORKWEEK HOURS TOTAL: 37

Confidential

EMPLOYEE SIGNATURE: [redacted]

PAY: $400.0
DRAWS: $0.0
NET: $400.0

NAME: EDUARDO MOTA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/2013	12AM	3AM	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	2/28/2013	4PM	10PM	3.5	2.5
FRIDAY	3/1/2013	4PM	10PM	3	3
SATURDAY	3/2/2013	10AM	11PM	6	7
SUNDAY	3/3/2013	11AM	12AM	6	7

WORKWEEK HOURS TOTAL: 35.5

Confidential

EMPLOYEE SIGNATURE:

PAY: $375.00
DRAWS: $0.00
NET: $375.00

NAME: GUADALUPE RODRIGUEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/2013	12AM	3AM	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	2	6
THURSDAY	2/28/2013	4PM	10PM	2	4
FRIDAY	3/1/2013	4PM	10PM	2	4
SATURDAY	3/2/2013	10AM	11PM	6	7
SUNDAY	3/3/2013	11AM	12AM	6	7

WORKWEEK HOURS TOTAL: 37

Confidential

EMPLOYEE SIGNATURE:

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: VICTOR MARTINEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/2013	12AM	3AM	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	2/28/2013	4PM	10PM	2	4
FRIDAY	3/1/2013	4PM	10PM	3	5
SATURDAY	3/2/2013	10AM	11PM	7	6
SUNDAY	3/3/2013	11AM	12AM	6	7

WORKWEEK HOURS TOTAL: 37.5

Confidential

EMPLOYEE SIGNATURE:

Butler's Exh. 26, p. 316

Butler000316

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: JORGE RIVAS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/2013	12AM	3AM	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	2/28/2013	4PM	10PM	1.5	4.5
FRIDAY	3/1/2013	4PM	10PM	3	3
SATURDAY	3/2/2013	10AM	11PM	6	7
SUNDAY	3/3/2013	11AM	12AM	6	7

WORKWEEK HOURS TOTAL: 37

EMPLOYEE SIGNATURE: Confidential

PAY: $350.00
DRAWS: $80.00
NET: $270.00

NAME: JOHNNIE FLORES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/2013	12AM	3AM	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	3	5
THURSDAY	2/28/2013	4PM	10PM	2	4
FRIDAY	3/1/2013	4PM	10PM	2	4
SATURDAY	3/2/2013	10AM	11PM	6	7
SUNDAY	3/3/2013	11AM	12AM	6	7

WORKWEEK HOURS TOTAL: 36

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS:
NET: $325.00

NAME: ASHLEY RULE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/2013	12AM	3AM	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	2	6
THURSDAY	2/28/2013	4PM	10PM	3	3
FRIDAY	3/1/2013	4PM	10PM	2	4
SATURDAY	3/2/2013	10AM	11PM	6	7
SUNDAY	3/3/2013	11AM	12AM	6	7

WORKWEEK HOURS TOTAL: 36.5

EMPLOYEE SIGNATURE: Confidential

PAY: $350.00
DRAWS: $15.00
NET: $335.00

NAME: ANTONIO ARMENTA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/2013	12AM	3AM	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	2/28/2013	4PM	10PM	3	3
FRIDAY	3/1/2013	4PM	10PM	3	5
SATURDAY	3/2/2013	10AM	11PM	7	6
SUNDAY	3/3/2013	11AM	12AM	6	7

WORKWEEK HOURS TOTAL: 37.5

Confidential

EMPLOYEE SIGNATURE:

PAY: $500.0
DRAWS: $0.0
NET: $500.0

NAME: CARLOS RIVERA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/2013	12AM	3AM	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	2/28/2013	4PM	10PM	3.5	2.5
FRIDAY	3/1/2013	4PM	10PM	3	3
SATURDAY	3/2/2013	10AM	11PM	6	7
SUNDAY	3/3/2013	11AM	12AM	6	7

WORKWEEK HOURS TOTAL: 35.5

Confidential

EMPLOYEE SIGNATURE:

PAY: $400.0
DRAWS: $0.0
NET: $400.0

NAME: ROBERTO SANCHEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/2013	12AM	3AM	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	2	6
THURSDAY	2/28/2013	4PM	10PM	2	4
FRIDAY	3/1/2013	4PM	10PM	2	4
SATURDAY	3/2/2013	10AM	11PM	6	7
SUNDAY	3/3/2013	11AM	12AM	6	7

WORKWEEK HOURS TOTAL: 37

Confidential

EMPLOYEE SIGNATURE:

Butler's Exh. 26, p. 318

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: ALFONSO MENDOZA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOUR
MONDAY	2/25/2013	12AM	3AM	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	2/28/2013	4PM	10PM	2	4
FRIDAY	3/1/2013	4PM	10PM	3	5
SATURDAY	3/2/2013	10AM	11PM	6.5	6.5
SUNDAY	3/3/2013	11AM	12AM	6	7

WORKWEEK HOURS TOTAL: 38

Confidential

EMPLOYEE SIGNATURE:

PAY: $375.0
DRAWS: $0.0
NET: $375.0

NAME: ANDRES ANDRADE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/2013	12AM	3AM	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	2	6
THURSDAY	2/28/2013	4PM	10PM	2	4
FRIDAY	3/1/2013	4PM	10PM	2	4
SATURDAY	3/2/2013	10AM	11PM	6	7
SUNDAY	3/3/2013	11AM	12AM	6	7

WORKWEEK HOURS TOTAL: 37

Confidential

EMPLOYEE SIGNATURE:

PAY: $450.0
DRAWS: $0.0
NET: $450.0

NAME: MIKE BROWN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/2013	12AM	3AM	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	2/28/2013	4PM	10PM	3	3
FRIDAY	3/1/2013	4PM	10PM	3	3
SATURDAY	3/2/2013	10AM	11PM	6	7
SUNDAY	3/3/2013	11AM	12AM	6	7

WORKWEEK HOURS TOTAL: 35

Butler's Ex Confidential

EMPLOYEE SIGNATURE:

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: VERONICO CARDENA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/2013	12AM	3AM	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	2/28/2013	4PM	10PM	3	3
FRIDAY	3/1/2013	4PM	10PM	3	5
SATURDAY	3/2/2013	10AM	11PM	7	6
SUNDAY	3/3/2013	11AM	12AM	6	7

WORKWEEK HOURS TOTAL: 37.5

Confidential

EMPLOYEE SIGNATURE:

PAY: $350.(
DRAWS: $0.
NET: $350.0

NAME: CARLOS MOTA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/2013	12AM	3AM	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	2	6
THURSDAY	2/28/2013	4PM	10PM	2	4
FRIDAY	3/1/2013	4PM	10PM	2	4
SATURDAY	3/2/2013	10AM	11PM	6	7
SUNDAY	3/3/2013	11AM	12AM	6	7

WORKWEEK HOURS TOTAL: 37

Confidential

EMPLOYEE SIGNATURE:

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: ERNESTO VIDAL

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/2013	12AM	3AM	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	2/28/2013	4PM	10PM	2	4
FRIDAY	3/1/2013	4PM	10PM	3	5
SATURDAY	3/2/2013	10AM	11PM	6.5	6.5
SUNDAY	3/3/2013	11AM	12AM	6	7

WORKWEEK HOURS TOTAL: 38

Confidential

EMPLOYEE SIGNATURE:

Butler's Exh[redacted]6, p. 320

PAY: $325.0
DRAWS: $0.0
NET: $325.0

NAME: TINA MOSHER

DAY	DATE	IN	OUT	BREAKS	TOTAL HO
MONDAY	2/25/2013	12AM	3AM	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	2	6
THURSDAY	2/28/2013	4PM	10PM	2.5	3.5
FRIDAY	3/1/2013	4PM	10PM	2	4
SATURDAY	3/2/2013	10AM	11PM	6	7
SUNDAY	3/3/2013	11AM	12AM	6	7

WORKWEEK HOURS TOTAL: 36.5

EMPLOYEE SIGNATURE: Confidential

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: RAUL SEVERO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/2013	12AM	3AM	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	2.5	6
THURSDAY	2/28/2013	9 A.M	10PM	2	4
FRIDAY	3/1/2013	4PM	10PM	3	4
SATURDAY	3/2/2013	10AM	11PM	6.5	7
SUNDAY	3/3/2013	11AM	12AM	6	7

WORKWEEK HOURS TOTAL: Confidential 37

EMPLOYEE SIGNATURE:

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: CATHY CARSON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/2013	12AM	3AM	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	2/28/2013	4PM	10PM	2	4
FRIDAY	3/1/2013	4PM	10PM	4	4
SATURDAY	3/2/2013	10AM	11PM	5.5	7.5
SUNDAY	3/3/2013	11AM	12AM	6	7

WORKWEEK HOURS TOTAL: 37

EMPLOYEE SIGNATURE: Confidential Confidential

PAY: $375.00
DRAWS: $0.00
NET: $375.00

NAME: JESUS MARTINEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/2013	12AM	3AM	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	3	5
THURSDAY	2/28/2013	4PM	10PM	1.5	4.5
FRIDAY	3/1/2013	4PM	10PM	3	3
SATURDAY	3/2/2013	10AM	11PM	6	7
SUNDAY	3/3/2013	11AM	12AM	6	7

WORKWEEK HOURS TOTAL: 35.5

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $375.0
DRAWS: $0.0
NET: $375.0

NAME: JAVIER HERNANDEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/2013	12AM	3AM	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	2/28/2013	4PM	10PM	3.5	2.5
FRIDAY	3/1/2013	4PM	10PM	2	4
SATURDAY	3/2/2013	10AM	11PM	6	7
SUNDAY	3/3/2013	11AM	12AM	6	7

WORKWEEK HOURS TOTAL: 36.5

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: MARIANO ROA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/2013	12AM	3AM	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	3	5
THURSDAY	2/28/2013	4PM	10PM	1.5	4.5
FRIDAY	3/1/2013	4PM	10PM	3	3
SATURDAY	3/2/2013	10AM	11PM	6	7
SUNDAY	3/3/2013	11AM	12AM	6	7

WORKWEEK HOURS TOTAL: 35.5

EMPLOYEE SIGNATURE: Confidential [redacted]

Butler's Exh. 26, p. 322

PAY: $375.00
DRAWS: $0.00
NET: $375.00

NAME: JESUS MARTINEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/2013	12AM	3AM	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	3	5
THURSDAY	2/28/2013	4PM	10PM	1.5	4.5
FRIDAY	3/1/2013	4PM	10PM	3	3
SATURDAY	3/2/2013	10AM	11PM	6	7
SUNDAY	3/3/2013	11AM	12AM	6	7

WORKWEEK HOURS TOTAL: 35.5

EMPLOYEE SIGNATURE: Confidential

PAY: $375.0
DRAWS: $0.0
NET: $375.0

NAME: JAVIER HERNANDEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/2013	12AM	3AM	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	2/28/2013	4PM	10PM	3.5	2.5
FRIDAY	3/1/2013	4PM	10PM	2	4
SATURDAY	3/2/2013	10AM	11PM	6	7
SUNDAY	3/3/2013	11AM	12AM	6	7

WORKWEEK HOURS TOTAL: 36.5

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: MARIANO ROA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/2013	12AM	3AM	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	3	5
THURSDAY	2/28/2013	4PM	10PM	1.5	4.5
FRIDAY	3/1/2013	4PM	10PM	3	3
SATURDAY	3/2/2013	10AM	11PM	6	7
SUNDAY	3/3/2013	11AM	12AM	6	7

WORKWEEK HOURS TOTAL: 35.5

EMPLOYEE SIGNATURE: Confidential

Butler's Exh. 26, p. 323

PAY: $325.
DRAWS: $0.
NET: $325.0

NAME: THOMAS HENSON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/2013	12AM	3AM	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	2/28/2013	4PM	10PM	3.5	2.5
FRIDAY	3/1/2013	4PM	10PM	3	3
SATURDAY	3/2/2013	10AM	11PM	6	7
SUNDAY	3/3/2013	11AM	12AM	6	7

WORKWEEK HOURS TOTAL: [redacted] Confidential 34.5

EMPLOYEE SIGNATURE: _____

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: APPOLLOS McCOREY

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/2013	12AM	3AM	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	2	6
THURSDAY	2/28/2013	4PM	10PM	2	4
FRIDAY	3/1/2013	4PM	10PM	2	4
SATURDAY	3/2/2013	10AM	11PM	6	7
SUNDAY	3/3/2013	11AM	12AM	6	7

WORKWEEK HOURS TOTAL: 37

EMPLOYEE SIGNATURE: [redacted] Confidential [redacted]

PAY: $400.0
DRAWS:
NET: $400.0

NAME: STEPHEN SMITH

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/2013	12AM	3AM	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	2	6
THURSDAY	2/28/2013	4PM	10PM	2	4
FRIDAY	3/1/2013	4PM	10PM	2	4
SATURDAY	3/2/2013	10AM	11PM	6	7
SUNDAY	3/3/2013	11AM	12AM	6	7

WORKWEEK HOURS TOTAL: 37

EMPLOYEE SIGNATURE: Butler's Exh [redacted] Confidential

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: SYBERT SLACK

DAY	DATE	IN	OUT	BREAKS	TOTAL HOUR
MONDAY	2/25/2013	12AM	3AM	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	2/28/2013	4PM	10PM	3	3
FRIDAY	3/1/2013	4PM	10PM	3	5
SATURDAY	3/2/2013	10AM	11PM	7	6
SUNDAY	3/3/2013	11AM	12AM	6	7

WORKWEEK HOURS TOTAL: 37.5

EMPLOYEE SIGNATURE: Confidential

PAY: $400.00
DRAWS: $0.0
NET: $400.0

NAME: DANIEL BARRIOS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/2013	12AM	3AM	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	2	6
THURSDAY	2/28/2013	4PM	10PM	3	3
FRIDAY	3/1/2013	4PM	10PM	2	4
SATURDAY	3/2/2013	10AM	11PM	6	7
SUNDAY	3/3/2013	11AM	12AM	6	7

WORKWEEK HOURS TOTAL: 36.5

EMPLOYEE SIGNATURE: Confidential

PAY: $650.0
DRAWS:
NET: $650.0

NAME: BENNY HILL

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/2013	12AM	3AM	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	2/28/2013	4PM	10PM	3.5	2.5
FRIDAY	3/1/2013	4PM	10PM	3	3
SATURDAY	3/2/2013	10AM	11PM	6	7
SUNDAY	3/3/2013	11AM	12AM	6	7

WORKWEEK HOURS TOTAL: 34

EMPLOYEE SIGNATURE: Confidential

PAY: $350.00
DRAWS: $0.0
NET: $350.0

NAME: WENDELL MINGS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/2013	12AM	3AM	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	2	6
THURSDAY	2/28/2013	4PM	10PM	2	4
FRIDAY	3/1/2013	4PM	10PM	2	4
SATURDAY	3/2/2013	10AM	11PM	6	7
SUNDAY	3/3/2013	11AM	12AM	6	7

WORKWEEK HOURS TOTAL: 37

EMPLOYEE SIGNATURE: Confidential

PAY: $375.00
DRAWS: $0.00
NET: $375.00

NAME: GERMAN ALARCON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/2013	12AM	3AM	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	2/28/2013	4PM	10PM	2	4
FRIDAY	3/1/2013	4PM	10PM	3	5
SATURDAY	3/2/2013	10AM	11PM	6.5	6.5
SUNDAY	3/3/2013	11AM	12AM	6	7

WORKWEEK HOURS TOTAL: 38

EMPLOYEE SIGNATURE: Confidential

PAY: $350.0
DRAWS: $0.0
NET: $350.0

NAME: RICARDO RUIZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/2013	12AM	3AM	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	2	6
THURSDAY	2/28/2013	4PM	10PM	3	3
FRIDAY	3/1/2013	4PM	10PM	2	4
SATURDAY	3/2/2013	10AM	11PM	6	7
SUNDAY	3/3/2013	11AM	12AM	6	7

WORKWEEK HOURS TOTAL: 36.5

EMPLOYEE SIGNATURE: Confidential

Butler's Exh. 26, p. 326

PAY: $325.00
DRAWS:
NET: $325.00

NAME: JESUS GRAJALES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/2013	12AM	3AM	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	2/28/2013	4PM	10PM	3	3
FRIDAY	3/1/2013	4PM	10PM	3	3
SATURDAY	3/2/2013	10AM	11PM	6	7
SUNDAY	3/3/2013	11AM	12AM	6	7

WORKWEEK HOURS TOTAL: 35

Confidential

EMPLOYEE SIGNATURE:

PAY: $1,000.00
DRAWS: $0.00
NET: $1,000.00

NAME: TONY RENARD

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/2013	12AM	3AM	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	2/28/2013	4PM	10PM	3	3
FRIDAY	3/1/2013	4PM	10PM	3	5
SATURDAY	3/2/2013	10AM	11PM	7	6
SUNDAY	3/3/2013	11AM	12AM	6	7

WORKWEEK HOURS TOTAL: 37.5

Confidential

EMPLOYEE SIGNATURE:

PAY: $375.00
DRAWS: $0.00
NET: $375.00

NAME: RICARDO HUERTA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/2013	12AM	3AM	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	2/28/2013	4PM	10PM	2	4
FRIDAY	3/1/2013	4PM	10PM	3	5
SATURDAY	3/2/2013	10AM	11PM	6.5	6.5
SUNDAY	3/3/2013	11AM	12AM	6	7

WORKWEEK HOURS TOTAL: 38

Confidential

EMPLOYEE SIGNATURE:

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Butler000327

PAY: $475.0
DRAWS: $0.0
NET: $475.0

NAME: DAVID MENDEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/2013	12AM	3AM	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	2/28/2013	4PM	10PM	3.5	2.5
FRIDAY	3/1/2013	4PM	10PM	3	3
SATURDAY	3/2/2013	10AM	11PM	6	7
SUNDAY	3/3/2013	11AM	12AM	6	7

WORKWEEK HOURS TOTAL: 34.5

EMPLOYEE SIGNATURE: Confidential

PAY: $375.0
DRAWS:
NET: $375.0

NAME: FRANK BARAJAS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/2013	12AM	3AM	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	2	6
THURSDAY	2/28/2013	4PM	10PM	2	4
FRIDAY	3/1/2013	4PM	10PM	2	4
SATURDAY	3/2/2013	10AM	11PM	6	7
SUNDAY	3/3/2013	11AM	12AM	6	7

WORKWEEK HOURS TOTAL: 37

EMPLOYEE SIGNATURE: Confidential

PAY: $350.0
DRAWS: $0.0
NET: $350.0

NAME: GABRIAL BELLO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/2013	12AM	3AM	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	2/28/2013	4PM	10PM	3.5	2.5
FRIDAY	3/1/2013	4PM	10PM	3	3
SATURDAY	3/2/2013	10AM	11PM	6	7
SUNDAY	3/3/2013	11AM	12AM	6	7

WORKWEEK HOURS TOTAL: 35.5

EMPLOYEE SIGNATURE: Confidential

PAY: $395.00
DRAWS: $0.00
NET: $395.00

NAME: ARNULFO GARCIA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOUR
MONDAY	2/25/2013	12AM	3AM	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	2/28/2013	4PM	10PM	2	4
FRIDAY	3/1/2013	4PM	10PM	3	5
SATURDAY	3/2/2013	10AM	11PM	6.5	6.5
SUNDAY	3/3/2013	11AM	12AM	6	7

WORKWEEK HOURS TOTAL: 38

Confidential

EMPLOYEE SIGNATURE: [redacted]

PAY: $450.0
DRAWS: $0.0
NET: $450.0

NAME: MIKE PITTS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/2013	12AM	3AM	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	2/28/2013	4PM	10PM	3.5	2.5
FRIDAY	3/1/2013	4PM	10PM	2	4
SATURDAY	3/2/2013	10AM	11PM	6	7
SUNDAY	3/3/2013	11AM	12AM	6	7

WORKWEEK HOURS TOTAL: 36.5

Confidential

EMPLOYEE SIGNATURE: [redacted]

PAY: $1,000.00
DRAWS:
NET: $1,000.00

NAME: DREW BUDIMIR

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/2013	12AM	3AM	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	2/28/2013	4PM	10PM	2	4
FRIDAY	3/1/2013	4PM	10PM	3	5
SATURDAY	3/2/2013	10AM	11PM	6.5	6.5
SUNDAY	3/3/2013	11AM	12AM	6	7

WORKWEEK HOURS TOTAL: 38

Confidential

EMPLOYEE SIGNATURE: [redacted]

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Payslips

OAKPORT 2013

(M) 02/25/2013 - 03/03/2013

and 03/04/2013 - 03/10/2013

WK: 1+2 + EARLY

PAYROLL= 225.00 PAY= 225.00

NAME: HAROLD BELSHER

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY					
TUESDAY					
WEDNESDAY					
THURSDAY					
FRIDAY	3/1/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/2/13	NOON	10:00 PM	4	6.00
SUNDAY	3/3/13	NOON	10:00 PM	4	6.00

DRAWS= SAVINGS=

UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 17

EMPLOYEE SIGNATURE Confidential

PAYROLL= 400.00 PAY= 400.00

NAME: RANDALL ACKERMAN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/13	OFF			
TUESDAY	2/26/13	9:00 AM	5:00 PM	1	7.00
WEDNESDAY	2/27/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	2/28/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/1/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/2/13	NOON	10:00 PM	2	8.00
SUNDAY	3/3/13	NOON	10:00 PM	2	8.00

DRAWS= SAVINGS=

UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE Confidential

LL= 380.00 PAY= 380.00

NAME: ROMAN RODRIGUEZ ADAME

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/13	OFF			
TUESDAY	2/26/13	9:00 AM	5:00 PM	1	7.00
WEDNESDAY	2/27/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	2/28/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/1/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/2/13	NOON	10:00 PM	2	8.00
SUNDAY	3/3/13	NOON	10:00 PM	2	8.00

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 380.00 PAY= 340.00

NAME: TITO TRIANO ALVAREZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/13	OFF			
TUESDAY	2/26/13	9:00 AM	5:00 PM	1	7.0
WEDNESDAY	2/27/13	9:00 AM	5:00 PM	1	7.0
THURSDAY	2/28/13	4:00 PM	10:00 PM	1	5.0
FRIDAY	3/1/13	4:00 PM	10:00 PM	1	5.0
SATURDAY	3/2/13	NOON	10:00 PM	2	8.0
SUNDAY	3/3/13	NOON	10:00 PM	2	8.0

DRAWS= 40.00 SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE

PAYROLL: 325.00 PAY: 155.00

NAME: **MICHAEL ANDERSON**

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/13	OFF			
TUESDAY	2/26/13	9:00 AM	5:00 PM	1	7.00
WEDNESDAY	2/27/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	2/28/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/1/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/2/13	NOON	10:00 PM	2	8.00
SUNDAY	3/3/13	NOON	10:00 PM	2	8.00

DRAWS= 120.00 SAVINGS=
UNIFORMS= RENT= 50.00

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE

PAYROLL: 350.00 PAY: 350.00

NAME: **ZOSIMO APODACA**

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/13	OFF			
TUESDAY	2/26/13	9:00 AM	5:00 PM	1	7.00
WEDNESDAY	2/27/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	2/28/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/1/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/2/13	NOON	10:00 PM	2	8.00
SUNDAY	3/3/13	NOON	10:00 PM	2	8.00

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE

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PAYROLL= 350.00 PAY= 310.00

NAME: VICTOR VASQUEZ APODACA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/13	OFF			
TUESDAY	2/26/13	9:00 AM	5:00 PM	1	7.00
WEDNESDAY	2/27/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	2/28/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/1/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/2/13	NOON	10:00 PM	2	8.00
SUNDAY	3/3/13	NOON	10:00 PM	2	8.00

DRAWS= 40.00 SAVINGS= _____

UNIFORMS= _____ RENT= _____

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE _____

PAYROLL= 350.00 PAY= 350.00

NAME: JUAN CARLOS VASQUEZ APODACA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/13	OFF			
TUESDAY	2/26/13	9:00 AM	5:00 PM	1	7.00
WEDNESDAY	2/27/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	2/28/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/1/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/2/13	NOON	10:00 PM	2	8.00
SUNDAY	3/3/13	NOON	10:00 PM	2	8.00

DRAWS= _____ SAVINGS= _____

UNIFORMS= _____ RENT= _____

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE _____

PAYROLL= 380.00 PAY= 380.00

NAME: ARMONDO APOLINAR

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/13	OFF			
TUESDAY	2/26/13	9:00 AM	5:00 PM	1	7.00
WEDNESDAY	2/27/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	2/28/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/1/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/2/13	NOON	10:00 PM	2	8.00
SUNDAY	3/3/13	NOON	10:00 PM	2	8.00

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATUR

PAYROLL= 350.00 PAY= 350.00

NAME: ALEX LOPEZ ARELLANO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/13	OFF			
TUESDAY	2/26/13	9:00 AM	5:00 PM	1	7.00
WEDNESDAY	2/27/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	2/28/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/1/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/2/13	NOON	10:00 PM	3	7.00
SUNDAY	3/3/13	NOON	10:00 PM	1	9.00

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE

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PAYROLL= 300.00 PAY: 300.00

NAME: JESSE BOGUE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/13	OFF			
TUESDAY	2/26/13	9:00 AM	5:00 PM	1	7.00
WEDNESDAY	2/27/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	2/28/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/1/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/2/13	NOON	10:00 PM	2	8.00
SUNDAY	3/3/13	NOON	10:00 PM	2	8.00

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 162.00 PAY: 162.00

NAME: ROSEMARY BROWN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/13				
TUESDAY	2/26/13				
WEDNESDAY	2/27/13				
THURSDAY	2/28/13				
FRIDAY	3/1/13	4:00 PM	10:00 PM		6.00
SATURDAY	3/2/13	NOON	10:00 PM		10.00
SUNDAY	3/3/13	NOON	10:00 PM		10.00

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL 26

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 350.00 PAY= 350.00

NAME: **MATEO GARCIA CARDENA**

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/13	OFF			
TUESDAY	2/26/13	9:00 AM	5:00 PM	1	7.00
WEDNESDAY	2/27/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	2/28/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/1/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/2/13	NOON	10:00 PM	2	8.00
SUNDAY	3/3/13	NOON	10:00 PM	2	8.00

DRAWS= SAVINGS=

UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 355.00 PAY= 355.00

NAME: **ROSENDO ORTIZ CERVANTES**

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/13	OFF			
TUESDAY	2/26/13	9:00 AM	5:00 PM	1	7.00
WEDNESDAY	2/27/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	2/28/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/1/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/2/13	NOON	10:00 PM	2	8.00
SUNDAY	3/3/13	NOON	10:00 PM	2	8.00

DRAWS= SAVINGS=

UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 450.00 PAY= 450.00

NAME: JODI CHESSER

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/13	OFF			
TUESDAY	2/26/13	9:00 AM	5:00 PM	1	7.00
WEDNESDAY	2/27/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	2/28/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/1/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/2/13	NOON	10:00 PM	2	8.00
SUNDAY	3/3/13	NOON	10:00 PM	2	8.00

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE:

Confidential

PAYROLL= 350.00 PAY= 65.00

NAME: CHRISTOPHER CHESSER

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/13	OFF			
TUESDAY	2/26/13	9:00 AM	5:00 PM	1	7.00
WEDNESDAY	2/27/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	2/28/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/1/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/2/13	NOON	10:00 PM	2	8.00
SUNDAY	3/3/13	NOON	10:00 PM	2	8.00

DRAWS= 120.00 SAVINGS= 100.00
UNIFORMS= 15.00 RENT= 50.00

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATU

Confidential

PAYROLL= 325.00 PAY= 275.00

NAME: JOSEPH CHESSER

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/13	OFF			
TUESDAY	2/26/13	9:00 AM	5:00 PM	1	7.00
WEDNESDAY	2/27/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	2/28/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/1/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/2/13	NOON	10:00 PM	2	8.00
SUNDAY	3/3/13	NOON	10:00 PM	2	8.00

DRAWS= SAVINGS=
UNIFORMS= RENT= 50.00

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE [redacted] Confidential

PAYROLL= 350.00 PAY= 350.0

NAME: INEZ APODACA COLIO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/13	OFF			
TUESDAY	2/26/13	9:00 AM	5:00 PM	1	7.00
WEDNESDAY	2/27/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	2/28/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/1/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/2/13	NOON	10:00 PM	2	8.00
SUNDAY	3/3/13	NOON	10:00 PM	2	8.00

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE [redacted] Confidential

PAYROLL= 217.00 PAY= 207.00

NAME: MICHAEL COMERFORD

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/13				
TUESDAY	2/26/13				
WEDNESDAY	2/27/13				
THURSDAY	2/28/13	4:00 PM	10:00 PM		6.00
FRIDAY	3/1/13	4:00 PM	10:00 PM		6.00
SATURDAY	3/2/13	NOON	10:00 PM		10.00
SUNDAY	3/3/13	NOON	10:00 PM		10.00

DRAWS= SAVINGS=

UNIFORMS= 10.00 RENT=

WORKWEEK HOURS TOTAL: 32

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 325.00 PAY= 155.00

NAME: ROOSEVELT CONLEY

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/13	OFF			
TUESDAY	2/26/13	9:00 AM	5:00 PM	1	7.00
WEDNESDAY	2/27/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	2/28/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/1/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/2/13	NOON	10:00 PM	2	8.00
SUNDAY	3/3/13	NOON	10:00 PM	2	8.00

DRAWS= 120.00 SAVINGS=

UNIFORMS= RENT= 50.00

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE

PAYROLL: 325.00 PAY: 195.00

NAME: HARVEY DONALDSON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/13	OFF			
TUESDAY	2/26/13	9:00 AM	5:00 PM	1	7.00
WEDNESDAY	2/27/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	2/28/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/1/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/2/13	NOON	10:00 PM	2	8.00
SUNDAY	3/3/13	NOON	10:00 PM	2	8.00

DRAWS: 120.00 SAVINGS:
UNIFORMS: 10.00 RENT:

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE X Confidential

PAYROLL: 637.50 PAY: 637.50

NAME: ROBERT EASLY

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/13	OFF			
TUESDAY	2/26/13	9:00 AM	5:00 PM	1	7.00
WEDNESDAY	2/27/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	2/28/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/1/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/2/13	NOON	10:00 PM	2	8.00
SUNDAY	3/3/13	NOON	10:00 PM	2	8.00

DRAWS: SAVINGS:
UNIFORMS: RENT:

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE Confidential

PAYROLL= 380.00 PAY= 380.00

NAME: JORGE ARMONDO CAVRANZA FLORES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/13	OFF			
TUESDAY	2/26/13	9:00 AM	5:00 PM	1	7.00
WEDNESDAY	2/27/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	2/28/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/1/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/2/13	NOON	10:00 PM	2	8.00
SUNDAY	3/3/13	NOON	10:00 PM	2	8.00

DRAWS= SAVINGS

UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 420.00 PAY= 420.00

NAME: EDGAR OSVALDO CARRANZA FLORES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/13	OFF			
TUESDAY	2/26/13	9:00 AM	5:00 PM	1	7.00
WEDNESDAY	2/27/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	2/28/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/1/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/2/13	NOON	10:00 PM	2	8.00
SUNDAY	3/3/13	NOON	10:00 PM	2	8.00

DRAWS= SAVINGS=

UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 350.00 PAY= 350.00

NAME: **MARCO ANTONIO SCANDON FRIAS**

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/13	OFF			
TUESDAY	2/26/13	9:00 AM	5:00 PM	1	7.00
WEDNESDAY	2/27/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	2/28/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/1/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/2/13	NOON	10:00 PM	2	8.00
SUNDAY	3/3/13	NOON	10:00 PM	2	8.00

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE Confidential

PAYROLL= 355.00 PAY= 355.00

NAME: **RUDOLFO ALVAREZ GARCIA**

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/13	OFF			
TUESDAY	2/26/13	9:00 AM	5:00 PM	1	7.00
WEDNESDAY	2/27/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	2/28/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/1/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/2/13	NOON	10:00 PM	2	8.00
SUNDAY	3/3/13	NOON	10:00 PM	2	8.00

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE [redacted]

Butler's Exh. 26, p. 343

PAYROLL= 470.00 PAY= 470.00

NAME: SALVADOR ALVAREZ GARCIA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/13	OFF			
TUESDAY	2/26/13	9:00 AM	5:00 PM	1	7.00
WEDNESDAY	2/27/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	2/28/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/1/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/2/13	NOON	10:00 PM	2	8.00
SUNDAY	3/3/13	NOON	10:00 PM	2	8.00

DRAWS= SAVINGS=
ID= RENT=
WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 365.00 PAY= 315.00

NAME: RAUL GUZMAN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/13	OFF			
TUESDAY	2/26/13	9:00 AM	5:00 PM	1	7.00
WEDNESDAY	2/27/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	2/28/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/1/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/2/13	NOON	10:00 PM	2	8.00
SUNDAY	3/3/13	NOON	10:00 PM	2	8.00

DRAWS= SAVINGS=
UNIFORMS= RENT= 50.00
WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 500.00 PAY= 400.00

NAME: JERRY HALL

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/13	OFF			
TUESDAY	2/26/13	9:00 AM	5:00 PM	1	7.00
WEDNESDAY	2/27/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	2/28/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/1/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/2/13	NOON	10:00 PM	2	8.00
SUNDAY	3/3/13	NOON	10:00 PM	2	8.00

DRAWS= SAVINGS= 100.00
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 270.00 PAY= 270.00

NAME: JEROME HENRY

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/13				
TUESDAY	2/26/13				
WEDNESDAY	2/27/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	2/28/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/1/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/2/13	NOON	10:00 PM	2	8.00
SUNDAY	3/3/13	NOON	10:00 PM	2	8.00

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 33

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 380.00 PAY= 380.00

NAME: JULIAN GARCIA HERNANDEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/13	OFF			
TUESDAY	2/26/13	9:00 AM	5:00 PM	1	7.00
WEDNESDAY	2/27/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	2/28/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/1/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/2/13	NOON	10:00 PM	2	8.00
SUNDAY	3/3/13	NOON	10:00 PM	2	8.00

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE

Confidential

Confidential

PAYROLL= 350.00 PAY= 350.00

NAME: ISABEL MARIA GUERRA HERNANDEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/13	OFF			
TUESDAY	2/26/13	9:00 AM	5:00 PM	1	7.00
WEDNESDAY	2/27/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	2/28/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/1/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/2/13	NOON	10:00 PM	2	8.00
SUNDAY	3/3/13	NOON	10:00 PM	2	8.00

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE

Confidential

PAYROLL= 217.00 PAY= 107.00

NAME: JOHN HOLMES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/13				
TUESDAY	2/26/13				
WEDNESDAY	2/27/13				
THURSDAY	2/28/13	4:00 PM	10:00 PM		6.00
FRIDAY	3/1/13	4:00 PM	10:00 PM		6.00
SATURDAY	3/2/13	NOON	10:00 PM		10.00
SUNDAY	3/3/13	NOON	10:00 PM		10.00

DRAWS= 40.00 SAVINGS=

UNIFORMS= RENT= 70.00

WORKWEEK HOURS TOTAL: 32

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 109.00 PAY= 109.00

NAME: DAVID JONES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/13				
TUESDAY	2/26/13				
WEDNESDAY	2/27/13				
THURSDAY	2/28/13				
FRIDAY	3/1/13				
SATURDAY	3/2/13	NOON	10:00 PM		10.00
SUNDAY	3/3/13	NOON	10:00 PM		10.00

DRAWS= SAVINGS=

UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 20

Confidential

EMPLOYEE SIGNATURE X

PAYROLL= 420.00 PAY= 370.00

NAME: ALBERTO LUIS SANCHEZ LOPEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/13	OFF			
TUESDAY	2/26/13	9:00 AM	5:00 PM	1	7.00
WEDNESDAY	2/27/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	2/28/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/1/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/2/13	NOON	10:00 PM	2	8.00
SUNDAY	3/3/13	NOON	10:00 PM	2	8.00

DRAWS= TICKET= 50.00
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE Confidential

PAYROLL= 450.00 PAY=

NAME: WILLIAM DAVID LOVE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/13	OFF			
TUESDAY	2/26/13	9:00 AM	5:00 PM	1	7.00
WEDNESDAY	2/27/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	2/28/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/1/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/2/13	NOON	10:00 PM	2	8.00
SUNDAY	3/3/13	NOON	10:00 PM	2	8.00

DRAWS= 450.00 SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE Confidential

PAYROLL= 350.00 PAY= 350.00

NAME: PEDRO HERRERA LOZANO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/13	OFF			
TUESDAY	2/26/13	9:00 AM	5:00 PM	1	7.00
WEDNESDAY	2/27/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	2/28/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/1/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/2/13	NOON	10:00 PM	2	8.00
SUNDAY	3/3/13	NOON	10:00 PM	2	8.00

DRAWS= SAVINGS=

UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 300.00 PAY= 300.00

NAME: DEAN MCARTER

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/13	OFF			
TUESDAY	2/26/13	9:00 AM	5:00 PM	1	7.00
WEDNESDAY	2/27/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	2/28/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/1/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/2/13	NOON	10:00 PM	2	8.00
SUNDAY	3/3/13	NOON	10:00 PM	2	8.00

DRAWS= SAVINGS=

UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 300.00 PAY= 300.00

NAME: ISMAEL VIVANCO MONTALVO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/13	OFF			
TUESDAY	2/26/13	9:00 AM	5:00 PM	1	7.00
WEDNESDAY	2/27/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	2/28/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/1/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/2/13	NOON	10:00 PM	2	8.00
SUNDAY	3/3/13	NOON	10:00 PM	2	8.00

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 425.00 PAY= 335.00

NAME: DON NEMEYER

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/13	OFF			
TUESDAY	2/26/13	9:00 AM	5:00 PM	1	7.0
WEDNESDAY	2/27/13	9:00 AM	5:00 PM	1	7.0
THURSDAY	2/28/13	4:00 PM	10:00 PM	1	5.0
FRIDAY	3/1/13	4:00 PM	10:00 PM	1	5.0
SATURDAY	3/2/13	NOON	10:00 PM	2	8.0
SUNDAY	3/3/13	NOON	10:00 PM	2	8.0

DRAWS= 40.00 SAVINGS= 50.00
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 350.00 PAY= 350.00

NAME: MIGUEL ANGEL ALARCON NOLASCO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/13	OFF			
TUESDAY	2/26/13	9:00 AM	5:00 PM	1	7.00
WEDNESDAY	2/27/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	2/28/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/1/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/2/13	NOON	10:00 PM	2	8.00
SUNDAY	3/3/13	NOON	10:00 PM	2	8.00

DRAWS= SAVINGS= WORKWEEK HOURS TOTAL

UNIFORMS= RENT= 40

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 300.00 PAY= 300.00

NAME: RICHARD LEE NORWOOD

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/13	OFF			
TUESDAY	2/26/13	9:00 AM	5:00 PM	1	7.00
WEDNESDAY	2/27/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	2/28/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/1/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/2/13	NOON	10:00 PM	2	8.00
SUNDAY	3/3/13	NOON	10:00 PM	2	8.00

DRAWS= SAVINGS= WORKWEEK HOURS TOTAL

UNIFORMS= RENT= 40

Confidential

EMPLOYEE SIGNATURE

LL= 350.00 PAY= 350.00

NAME: ISIDRO MORALES OLIVA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/13	OFF			
TUESDAY	2/26/13	9:00 AM	5:00 PM	1	7.00
WEDNESDAY	2/27/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	2/28/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/1/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/2/13	NOON	10:00 PM	2	8.00
SUNDAY	3/3/13	NOON	10:00 PM	2	8.00

WORKWEEK HOURS TOTAL: 40

DRAWS= SAVINGS=

UNIFORMS= RENT=

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 505.00 PAY= 505.00

NAME: JUAN CARLOS FERNANDEZ PAREDES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/13	OFF			
TUESDAY	2/26/13	9:00 AM	5:00 PM	1	7.00
WEDNESDAY	2/27/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	2/28/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/1/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/2/13	NOON	10:00 PM	2	8.00
SUNDAY	3/3/13	NOON	10:00 PM	2	8.00

WORKWEEK HOURS TOTAL 40

DRAWS= SAVINGS=

UNIFORMS= RENT=

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 500.00 PAY= 443.00

NAME: JORGE AGUILAR PENA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/13	OFF			
TUESDAY	2/26/13	9:00 AM	5:00 PM	1	7.00
WEDNESDAY	2/27/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	2/28/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/1/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/2/13	NOON	10:00 PM	2	8.00
SUNDAY	3/3/13	NOON	10:00 PM	2	8.00

WORKWEEK HOURS TOTAL: 40

DRAWS= 57.00 SAVINGS=

UNIFORMS= RENT=

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 325.00 PAY= 235.00

NAME: WILLIAM MATT PIERCE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/13	OFF			
TUESDAY	2/26/13	9:00 AM	5:00 PM	1	7.00
WEDNESDAY	2/27/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	2/28/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/1/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/2/13	NOON	10:00 PM	2	8.00
SUNDAY	3/3/13	NOON	10:00 PM	2	8.00

WORKWEEK HOURS TOTAL: 40

DRAWS= 40.00 SAVINGS=

UNIFORMS= RENT= 50.00

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 333.00 PAY= 333.00

NAME: ROBERT REYES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/13				
TUESDAY	2/26/13				
WEDNESDAY	2/27/13				
THURSDAY	2/28/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/1/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/2/13	NOON	10:00 PM	2	8.00
SUNDAY	3/3/13	NOON	10:00 PM	2	8.00

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 26

EMPLOYEE SIGNATURE [redacted] Confidential

PAYROLL= 200.00 PAY= 200.00

NAME: DAMIEN RITSCH

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/13				
TUESDAY	2/26/13				
WEDNESDAY	2/27/13				
THURSDAY	2/28/13				
FRIDAY	3/1/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/2/13	NOON	10:00 PM	2	8.00
SUNDAY	3/3/13	NOON	10:00 PM	2	8.00

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 21

EMPLOYEE SIGN [redacted] Confidential

PAYROLL= 325.00 PAY= 325.00

NAME: JAVIER CARBALLO RODRIGUEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/13	OFF			
TUESDAY	2/26/13	9:00 AM	5:00 PM	1	7.00
WEDNESDAY	2/27/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	2/28/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/1/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/2/13	NOON	10:00 PM	2	8.00
SUNDAY	3/3/13	NOON	10:00 PM	2	8.00

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 350.00 PAY= 350.00

NAME: AMANCIO GONZALES ROJAS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/13	OFF			
TUESDAY	2/26/13	9:00 AM	5:00 PM	1	7.00
WEDNESDAY	2/27/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	2/28/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/1/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/2/13	NOON	10:00 PM	2	8.00
SUNDAY	3/3/13	NOON	10:00 PM	2	8.00

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 365.00 PAY= 325.00

NAME: ANTONIO GARCIA ROMERO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/13	OFF			
TUESDAY	2/26/13	9:00 AM	5:00 PM	1	7.00
WEDNESDAY	2/27/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	2/28/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/1/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/2/13	NOON	10:00 PM	2	8.00
SUNDAY	3/3/13	NOON	10:00 PM	2	8.00

DRAWS= 40.00 SAVINGS=

UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 380.00 PAY= 380.00

NAME: PRIMITIVO MATEO SALVADOR

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/13	OFF			
TUESDAY	2/26/13	9:00 AM	5:00 PM	1	7.00
WEDNESDAY	2/27/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	2/28/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/1/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/2/13	NOON	10:00 PM	2	8.00
SUNDAY	3/3/13	NOON	10:00 PM	2	8.00

DRAWS= SAVINGS=

UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE

PAYROLL: 350.00 PAY: 350.00

NAME: JAVIER HERNANDEZ SALVADOR

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/13	OFF			
TUESDAY	2/26/13	9:00 AM	5:00 PM	1	7.00
WEDNESDAY	2/27/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	2/28/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/1/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/2/13	NOON	10:00 PM	2	8.00
SUNDAY	3/3/13	NOON	10:00 PM	2	8.00

WORKWEEK HOURS TOTAL: 40

DRAWS= SAVINGS=

UNIFORMS= RENT=

Confidential

EMPLOYEE SIGNATURE

PAYROLL: 350.00 PAY: 270.00

NAME: FAUSTINO ABURTO SEDANO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/13	OFF			
TUESDAY	2/26/13	9:00 AM	5:00 PM	1	7.00
WEDNESDAY	2/27/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	2/28/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/1/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/2/13	NOON	10:00 PM	2	8.00
SUNDAY	3/3/13	NOON	10:00 PM	2	8.00

WORKWEEK HOURS TOTAL: 40

DRAWS= 80.00 SAVINGS=

UNIFORMS= RENT=

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 325.00 PAY= 155.00

NAME: JASON SERVICE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/13	OFF			
TUESDAY	2/26/13	9:00 AM	5:00 PM	1	7.00
WEDNESDAY	2/27/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	2/28/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/1/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/2/13	NOON	10:00 PM	2	8.00
SUNDAY	3/3/13	NOON	10:00 PM	2	8.00

DRAWS= 120.00 SAVINGS=

UNIFORMS= RENT= 50.00

WORKWEEK HOURS TOTAL 40

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 300.00 PAY= 300.00

NAME: SALLY SHAFFER

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/13	OFF			
TUESDAY	2/26/13	9:00 AM	5:00 PM	1	7.00
WEDNESDAY	2/27/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	2/28/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/1/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/2/13	NOON	10:00 PM	2	8.00
SUNDAY	3/3/13	NOON	10:00 PM	2	8.00

DRAWS= SAVINGS=

UNIFORMS= RENT=

WORKWEEK HOURS TOTAL 40

Confidential

EMPLOYEE SIGNATURE

ROLL= 390.00 100.00

NAME: STEVEN MATTHEW SHINABERY

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/13	OFF			
TUESDAY	2/26/13	9:00 AM	5:00 PM	1	7.00
WEDNESDAY	2/27/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	2/28/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/1/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/2/13	NOON	10:00 PM	2	8.00
SUNDAY	3/3/13	NOON	10:00 PM	2	8.00

DRAWS= 240.00 SAVINGS=
UNIFORMS= RENT= 50.00

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE Confidential

PAYROLL= 163.00 PAY= 163.00

NAME: ERRICE SPEARS

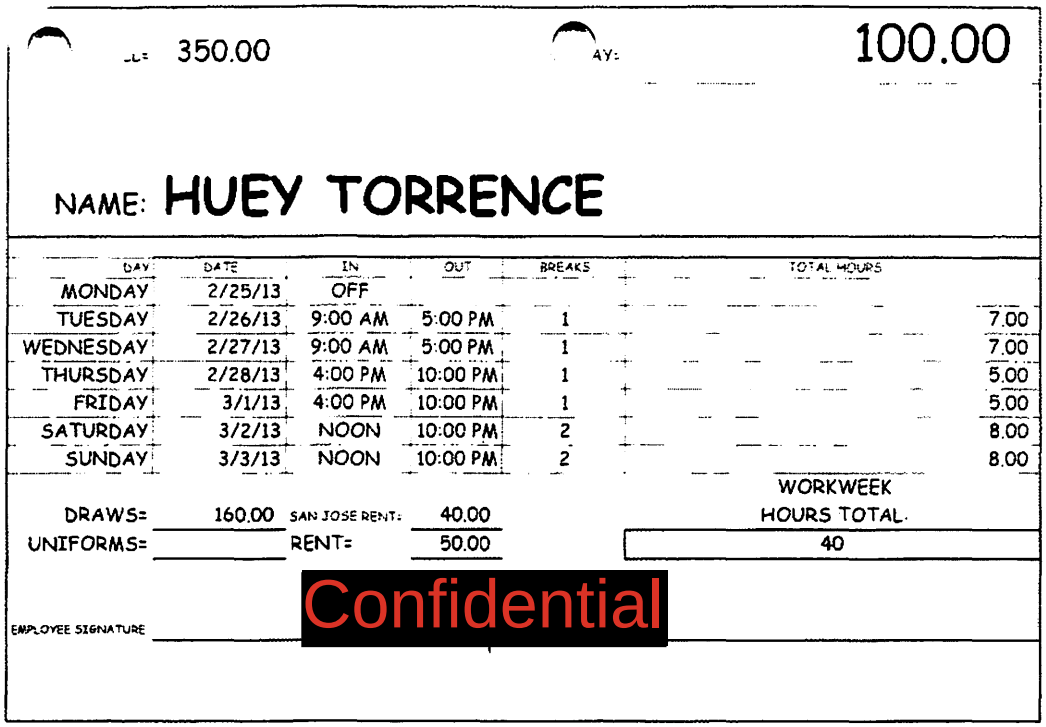
DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/13	OFF			
TUESDAY	2/26/13	9:00 AM	5:00 PM	1	7.00
WEDNESDAY	2/27/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	2/28/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/1/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/2/13	NOON	10:00 PM	2	8.00
SUNDAY	3/3/13	NOON	10:00 PM	2	8.00

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE Confidential

Butler's Exh. 26, p. 359



PAYROLL: 350.00 PAY: 100.00

NAME: HUEY TORRENCE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/13	OFF			
TUESDAY	2/26/13	9:00 AM	5:00 PM	1	7.00
WEDNESDAY	2/27/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	2/28/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/1/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/2/13	NOON	10:00 PM	2	8.00
SUNDAY	3/3/13	NOON	10:00 PM	2	8.00

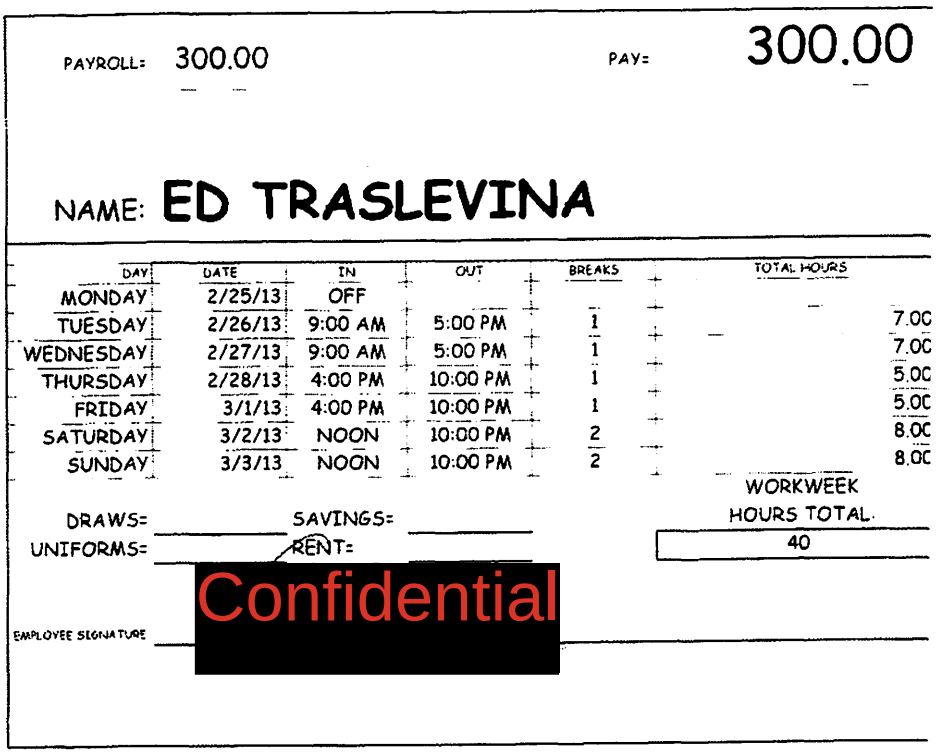
DRAWS= 160.00 SAN JOSE RENT= 40.00

UNIFORMS= RENT= 50.00

WORKWEEK HOURS TOTAL 40

Confidential

EMPLOYEE SIGNATURE



PAYROLL: 300.00 PAY: 300.00

NAME: ED TRASLEVINA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/13	OFF			
TUESDAY	2/26/13	9:00 AM	5:00 PM	1	7.00
WEDNESDAY	2/27/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	2/28/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/1/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/2/13	NOON	10:00 PM	2	8.00
SUNDAY	3/3/13	NOON	10:00 PM	2	8.00

DRAWS= SAVINGS=

UNIFORMS= RENT=

WORKWEEK HOURS TOTAL 40

Confidential

EMPLOYEE SIGNATURE

OLL= 390.00 240.00

NAME: DAVID VASQUEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/13	OFF			
TUESDAY	2/26/13	9:00 AM	5:00 PM	1	7.00
WEDNESDAY	2/27/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	2/28/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/1/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/2/13	NOON	10:00 PM	2	8.00
SUNDAY	3/3/13	NOON	10:00 PM	2	8.00

DRAWS= SAVINGS= 100.00
UNIFORMS= RENT= 50.00

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 365.00 PAY: 285.00

NAME: ASCENCION ALLEJO VASQUEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/13	OFF			
TUESDAY	2/26/13	9:00 AM	5:00 PM	1	7.00
WEDNESDAY	2/27/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	2/28/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/1/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/2/13	NOON	10:00 PM	2	8.00
SUNDAY	3/3/13	NOON	10:00 PM	2	8.00

DRAWS= 80.00 SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL 40

Confidential

EMPLOYEE SIGNATURE

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PAYROLL= 325.00 PAY= 235.00

NAME: JESUS VERDUGO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/13	OFF			
TUESDAY	2/26/13	9:00 AM	5:00 PM	1	7.00
WEDNESDAY	2/27/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	2/28/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/1/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/2/13	NOON	10:00 PM	2	8.00
SUNDAY	3/3/13	NOON	10:00 PM	2	8.00

DRAWS= 40.00 SAVINGS=

UNIFORMS= RENT= 50.00

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE

Confidential

PAYROLL= 300.00 PAY= 300.00

NAME: PATTY WEST

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/13	OFF			
TUESDAY	2/26/13	9:00 AM	5:00 PM	1	7.(
WEDNESDAY	2/27/13	9:00 AM	5:00 PM	1	7.(
THURSDAY	2/28/13	4:00 PM	10:00 PM	1	5.(
FRIDAY	3/1/13	4:00 PM	10:00 PM	1	5.(
SATURDAY	3/2/13	NOON	10:00 PM	2	8.(
SUNDAY	3/3/13	NOON	10:00 PM	2	8.(

DRAWS= SAVINGS=

UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE

Confidential

OAKPORT
MARCH 1-3, 2013

DON WYATT

DAY	HOURS	DRAWS	MISC. CHGS.	OVER/SHORT
CARRY FROM LAST WEEK				
MONDAY				
TUESDAY				
WEDNESDAY				
THURSDAY				
FRIDAY	5.25			-1.00
SATURDAY	8.50	40.00		1.00
SUNDAY	9.00			-1.00
TOTALS	22.75	40.00		-1.00

GROSS	195.00
DRAWS	40.00
RENT/MISC	
OVER/SHORT	-1.00
NET PAY	154.00

Confidential

OAKPORT
MARCH 1-3, 2013

GINA RUSSELL

DAY	HOURS	DRAWS	MISC. CHGS.	OVER/SHORT
CARRY FROM LAST WEEK				
MONDAY				
TUESDAY				
WEDNESDAY				
THURSDAY			100.00	
FRIDAY	5.50		50.00	
SATURDAY	9.00			
SUNDAY	8.75			
TOTALS	23.25		150.00	

GROSS	199.00
DRAWS	
RENT/MISC	150.00

Confidential

OAKPORT
MARCH 1-3, 2013

ANNA MARTIN

DAY	HOURS	DRAWS	MISC. CHGS.	OVER/SHORT
CARRY FROM LAST WEEK				
MONDAY				
TUESDAY				
WEDNESDAY				
THURSDAY				
FRIDAY	5.25			2.00
SATURDAY	9.25	40.00		-18.00
SUNDAY	9.50			
TOTALS	24.00	40.00		-16.00

GROSS	205.00
DRAWS	40.00
RENT/MISC	
OVER/SHORT	-16.00
NET PAY	149.00

Confidential

OAKPORT
MARCH 1-3, 2013

CHLOE NORWOOD

DAY	HOURS	DRAWS	MISC. CHGS.	OVER/SHORT
CARRY FROM LAST WEEK				
MONDAY				
TUESDAY				
WEDNESDAY				
THURSDAY			50.00	
FRIDAY	5.25			-42.00
SATURDAY	8.75			
SUNDAY	8.75		50.00	-42.00
TOTALS	22.75			

GROSS	195.00
DRAWS	
RENT/MISC	50.00
OVER/SHORT	-42.00

Confidential

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OAKPORT
MARCH 1-3, 2013

APRIL SOLMES

DAY	HOURS	DRAWS	MISC. CHGS.	OVER/SHO...
CARRY FROM LAST WEEK				
MONDAY				
TUESDAY				
WEDNESDAY				
THURSDAY				
FRIDAY	5.00			4.00
SATURDAY	9.50	40.00	70.00	-14.00
SUNDAY	8.50			-16.00
TOTALS	23.00	40.00	70.00	-26.00

GROSS	197.00
DRAWS	40.00
RENT/MISC	70.00
OVER/SHORT	-26.00
NET PAY	61.00

X [redacted] Confidential

OAKPORT
MARCH 1-3, 2013

JUDY JOYCE

DAY	HOURS	DRAWS	MISC. CHGS.	OVER/SHORT
CARRY FROM LAST WEEK				
MONDAY				
TUESDAY				
WEDNESDAY				
THURSDAY				
FRIDAY	5.25		50.00	38.00
SATURDAY	10.25			-38.00
SUNDAY	9.50			
TOTALS	25.00		50.00	

GROSS	214.00
DRAWS	
RENT/MISC	50.00
OVER/SHORT	

[redacted] Confidential

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OAKPORT
MARCH 1-3, 2013

RHONDA FLEMMING

DAY	HOURS	DRAWS	MISC. CHGS.	OVER/SHORT
CARRY FROM LAST WEEK				
MONDAY				
TUESDAY				
WEDNESDAY				
THURSDAY		40.00	70.00	
FRIDAY	6.25			3.00
SATURDAY	8.75	40.00		
SUNDAY	9.50			10.00
TOTALS	24.50	80.00	70.00	13.00

GROSS	210.00
DRAWS	80.00
RENT/MISC	70.00
OVER/SHORT	13.00
NET PAY	73.00

X [redacted] Confidential

OAKPORT
MARCH 1-3, 2013

DEANNA SINK

DAY	HOURS	DRAWS	MISC. CHGS.	OVER/SHORT
CARRY FROM LAST WEEK				
MONDAY				
TUESDAY	5.00	40.00		
WEDNESDAY	4.00			
THURSDAY	0.50	40.00		
FRIDAY	5.00			
SATURDAY	10.00			
SUNDAY	10.25			
TOTALS	34.75	80.00		

GROSS	298.00
DRAWS	80.00
RENT/MISC	
OVER/SHORT	
NET PAY	218.00

X [redacted] Confidential

OAKPORT
MARCH 1-3, 2013

APRIL SOLMES

DAY	HOURS	DRAWS	MISC. CHGS.	OVER/SHORT
CARRY FROM LAST WEEK				
MONDAY	4.00			-28.00
TUESDAY	3.25			-14.00
WEDNESDAY	3.25			-10.00
THURSDAY	3.25			
FRIDAY	4.25			-27.00
SATURDAY	8.75			-37.00
SUNDAY	8.75			-45.00
TOTALS	35.50			-161.00

GROSS	304.00
DRAWS	
RENT/MISC	
OVER/SHORT	-161.00
NET PAY	143.00

RECEIV [redacted] Confidential

AKPORT
ARCH 1-3, 2013

ON WYATT

AY	HOURS	DRAWS	MISC. CHGS.	OVER/SHORT
ARRY FROM LAST WEEK				
ONDAY	4.25			2.00
JESDAY	2.50			
EDNESDAY	3.75			-21.00
HURSDAY	3.00			
RIDAY	3.75			
ATURDAY	9.00	40.00	25.00	-31.20
JNDAY	9.25	10.00		-1.00
OTALS	35.50	50.00	25.00	-51.20

ROSS	304.00
RAWS	50.00
ENT/MISC	25.00
VER/SHORT	-51.20
ET PAY	177.80

RECEIVED: [redacted] Confidential

AKPORT
ARCH 1-3, 2013

JUDY JOYCE

AY	HOURS	DRAWS	MISC. CHGS.	OVER/SHORT
ARRY FROM LAST WEEK				
ONDAY				
JESDAY	off			
EDNESDAY	7.25			1.00
HURSDAY	1.00			
RIDAY	5.75		50.00	
ATURDAY	10.50			
JNDAY	9.25			
OTALS	33.75		50.00	1.00

ROSS	289.00
RAWS	
ENT/MISC	50.00
VER/SHORT	1.00

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[redacted] Confidential

OAKPORT
MARCH 1-3, 2013

DEANNA SINK

DAY	HOURS	DRAWS	MISC. CHGS.	OVER/SHORT
CARRY FROM LAST WEEK				
MONDAY	4.50			
TUESDAY	3.25			-1.00
WEDNESDAY	5.00			-2.00
THURSDAY	2.00			
FRIDAY	8.25			
SATURDAY	9.75			-43.00
SUNDAY	8.50	10.00		-99.00
TOTALS	41.25	10.00		-145.00

GROSS	340.00
DRAWS	10.00
RENT/MISC	
OVER/SHORT	-145.00
NET PAY	185.00

RECEIVED [redacted]

Confidential

OAKPORT
MARCH 1-3, 2013

CHLOE NORWOOD

DAY	HOURS	DRAWS	MISC. CHGS.	OVER/SHORT
CARRY FROM LAST WEEK				
MONDAY	3.50			
TUESDAY	3.50			
WEDNESDAY	9.00		50.00	
THURSDAY	1.00			
FRIDAY	4.75			
SATURDAY	9.00			-61.00
SUNDAY	9.00	10.00		
TOTALS	39.75	10.00	50.00	-61.00

GROSS	340.00
DRAWS	10.00
RENT/MISC	50.00
OVER/SHORT	-61.00
NET PAY	219.00

RECEIVED: [redacted]

Confidential

OAKPORT
MARCH 1-3, 2013

GINA RUSSELL

DAY	HOURS	DRAWS	MISC. CHGS.	OVER/SHORT
CARRY FROM LAST WEEK				
MONDAY	3.50			
TUESDAY	2.50			
WEDNESDAY	7.00			
THURSDAY	1.00		50.00	
FRIDAY	5.50		50.00	-51.00
SATURDAY	9.00			
SUNDAY	8.00	10.00		-4.00
TOT	36.50		100.00	-55.00

GROSS	313.00
DRAWS	
RENT/MISC	100.00
OVER/SHORT	-55.00
NET PAY	158.00

RECEIVED: [redacted]

Confidential

'AKPORT
ARCH 1-3, 2013

RHONDA FLEMMING

AY	HOURS	DRAWS	MISC. CHGS.	OVER/SHORT
ARRY FROM LAST WEEK				
ONDAY	4.75			
UESDAY	2.50	20.00		
EDNESDAY	3.50		50.00	
HURSDAY	3.00		50.00	
RIDAY	4.00			
ATURDAY	9.75			
UNDAY	10.00			-65.00
OTALS	37.50	20.00	100.00	-65.00

ROSS	321.00
RAWS	20.00
ENT/MISC	100.00
VER/SHORT	-65.00
ET PAY	136.00

RECEIVED: [redacted] Confidential

'AKPORT
ARCH 1-3, 2013

ANNA MARTIN

Y	HOURS	DRAWS	MISC. CHGS.	OVER/SHORT
RRY FROM LAST WEEK				
ONDAY	3.75			-31.00
ESDAY	3.50			
EDNESDAY	3.25			
IURSDAY	0.25			
IDAY	3.75			-121.00
TURDAY	9.50			-78.00
NDAY	9.75	40.00		-65.00
TALS	33.75	40.00		-295.00

OSS	289.00
AWS	40.00
NT/MISC	
ER/SHORT	-295.00
T PAY	-46.00

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FEBRUARY 25-MARCH 3, 2013	RIDE		BASE PAY	EXTRA PAY	THIS WEEK	DRAWS	UNIFORMS	SAVINGS	RENT	ID	TOTAL DED	NET PAY
RANDAL	DRIVER		400.00		400.00	-					-	400.00
ROMAN, RODRIGUEZ	GIANT WHEEL		380.00		380.00	-					-	380.00
TITO, TRIANO	1001		380.00		380.00	40.00					40.00	340.00
MICHAEL	KID RIDES		325.00		325.00	120.00			50.00	M	170.00	155.00
ZOSIMO, COLIO	TILT		350.00		350.00	-					-	350.00
VICTOR, VASQUEZ	RING		350.00	30.00	380.00	40.00					40.00	340.00
JUAN CARLOS, VASQUEZ	GRAVITRON		350.00		350.00	-					-	350.00
ARMONDO BARRIOS	SUPER SHOT		380.00		380.00	-					-	380.00
ALEX, LOPEZ	GRAVITRON		350.00		350.00	-					-	350.00
JESSE	OFFICE		300.00		300.00	-					-	300.00
ROSEMARY	SLIDE		325.00	(163.00)	162.00	-					-	162.(
MATEO,GARCIA	BEARS/BREAKER		350.00		350.00	-					-	350.00
ROSENDO, ORTIZ	WORM		325.00	30.00	355.00						-	355.00
JUDITH	OFFICE		450.00		450.00	-					-	450.00
JOSEPH	CYCLONE		325.00		325.00	-			50.00	B	50.00	275.00
CHRISTOPHER	ZIPPER		350.00		350.00	120.00	15.00	100.00	50.00	B	285.00	65.00
INES, APODACA	JUMP AROUND		350.00		350.00	-					-	350.00
MICHAEL	SLIDE		325.00	(108.00)	217.00	-	10.00				10.00	207.00
ROOSEVELT	AMERICANA		325.00		325.00	120.00			50.00	D	170.00	155.00
HARVEY	LOLLIES		325.00		325.00	120.00	10.00				130.00	195.00
ROBERT	DRIVER		425.00	212.50	637.50	-					-	637.50
JORGE, ARMONDO CARRANZA	GIANT WHEEL		350.00	30.00	380.00	-					-	380.00
EDGAR, OSVALDO CARRANZA	DRIVER/EAGLE 16		380.00	40.00	420.00	-					-	420.00
MARCO, ANTONIO SCANDON	YO YO		350.00		350.00	-					-	350.00
RODOLFO, ALVAREZ	GIANT WHEEL		325.00	30.00	355.00	-					-	355.00
SALVADOR, ALVAREZ	DRIVER/SUPERVISOR		430.00	40.00	470.00	-					-	470.00
RAUL	VOYAGER		325.00	40.00	365.00	-			50.00	D	50.00	315.0(
JERRY	SHOP/DRIVER		500.00		500.00	-		100.00			100.00	400.0(
JEROME	SLIDE		325.00	(54.00)	270.00	-					-	270.00
JULIAN, GARCIA	WORM		380.00		380.00	-					-	380.00
MARIA, ISABEL GUERRA	CORVETTES		350.00		350.00	-					-	350.00
JOHN	CLIFF HANGER		325.00	(108.00)	217.00	40.00			70.00	D	110.00	107.00
DAVID			325.00	(216.00)	109.00	-						
ALBERTO, LUIS SANCHEZ	DRIVER/GIANT WHEEL		350.00	70.00	420.00	-		50.00			50.00	370.00
DAVID	DRIVER		450.00	225.00	675.00	450.00					450.00	225.00
PEDRO HERRERA	TILT		350.00		350.00	-					-	350.00
DEAN	OFFICE		300.00		300.00	-					-	300.00
ISMAEL, VIVANCO	DRIVER/FOOD		300.00		300.00	-					-	300.00
DON	DRIVER		425.00		425.00	40.00		50.00			90.00	335.00
MIGUEL, ANGEL ALARCON	MARDI GRAS		350.00		350.00	-					-	350.00
RICHARD, LEE	OFFICE		300.00		300.00	-					-	300.00

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OAKPORT WEEK ONE 2013

ISIDRO, MORALES	ENERGY STORM		350.00		350.00	-					-	350.00
JUAN CARLOS FERNANDEZ	INDIO		505.00		505.00	-					-	505.00
JORGE, AGUILAR	DRIVER/YO YO		500.00		500.00	57.00					57.00	443.00
MATT	ZIPPER		325.00		325.00	40.00			50.00	D	90.00	235.00
ROBERT	DRIVER		500.00	(167.00)	333.00	-					-	333.00
DAMIEN	DRIVER		400.00	(200.00)	200.00	-					-	200.00
JAVIER, CARBALLO	1001		325.00		325.00	-					-	325.00
AMANCIO, GONZALES	CLIFF HANGER		350.00		350.00	-					-	350.00
ANTONIO GARCIA	SUPER SHOT		365.00		365.00	40.00					40.00	325.00
PRIMITIVO, MATEO	ENERGY STORM		350.00	30.00	380.00	-					-	380.00
JAVIER HERNANDEZ	AMERICANA		350.00		350.00	-					-	350.00
FAUSTINO, ABURTO	BEARS/BREAKER		350.00		350.00	80.00					80.00	270.00
JASON	SLIDE		325.00		325.00	120.00			50.00	D	170.00	155.00
SALLY	OFFICE		300.00		300.00	-					-	300.00
STEVEN, MATT	EAGLE 16		350.00	40.00	390.00	240.00			50.00	D	290.00	100.00
ERRICE			325.00	(216.00)	109.00	-					-	109.00
HUEY	RING		350.00		350.00	200.00		50.00			250.00	100.00
ED	SHOP/DRIVER		300.00		300.00	-					-	300.00
DAVID	SANITATION/DRIVER		350.00	40.00	390.00	-		100.00	50.00	M	150.00	240.00
ASCENCION, ALEJO	AMERICANA		365.00		365.00	80.00					80.00	285.00
JESUS	SHREK		325.00		325.00	40.00			50.00	B	90.00	235.00
PATTY	OFFICE		300.00		300.00	-					-	300.00
HAROLD	DRIVER		450.00	(225.00)	225.00							225.00
	TOTALS		23,040.00	(374.50)	22,439.50	1,987.00	35.00	450.00	570.00		3,042.00	19,288.50

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Payslips

OAKPORT

2013

(M) 02/25/2013 - 03/03/2013

and 03/04/2013 - 03/10/2013

WK: 1+2

- Gary

PAYROLL= 400.00 PAY= 400.00

NAME: RANDALL ACKERMAN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/13	4:00 PM	10:00 PM	1	5.00
TUESDAY	3/5/13	4:00 PM	10:00 PM	1	5.00
WEDNESDAY	3/6/13	4:00 PM	10:00 PM	1	5.00
THURSDAY	3/7/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/8/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/9/13	NOON	11:00 PM	4	7.00
SUNDAY	3/10/13	NOON	12:00 PM	4	8.00

DRAWS= SAVINGS=

UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 380.00 PAY= 380.00

NAME: ROMAN RODRIGUEZ ADAME

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/13	4:00 PM	10:00 PM	1	5.00
TUESDAY	3/5/13	4:00 PM	10:00 PM	1	5.00
WEDNESDAY	3/6/13	4:00 PM	10:00 PM	1	5.00
THURSDAY	3/7/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/8/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/9/13	NOON	11:00 PM	3	8.00
SUNDAY	3/10/13	NOON	12:00 PM	5	7.00

DRAWS= SAVINGS=

UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE

Butler's Exh. 26, p. 373

PAYROLL= 175.00 PAY= 135.00

NAME: CLAUDIO MARIN ALARCON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/13				
TUESDAY	3/5/13				
WEDNESDAY	3/6/13				
THURSDAY	3/7/13				
FRIDAY	3/8/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/9/13	NOON	11:00 PM	4	7.00
SUNDAY	3/10/13	NOON	12:00 PM	4	8.00

DRAWS= 40.00 SAVINGS=

UNIFORMS= RENT=

WORKWEEK HOURS TOTAL. 20

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 163.00 PAY= 163.00

NAME: MIGUEL ANGEL PONCE ALVARADO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/13				
TUESDAY	3/5/13				
WEDNESDAY	3/6/13				
THURSDAY	3/7/13				
FRIDAY	3/8/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/9/13	NOON	11:00 PM	4	7.00
SUNDAY	3/10/13	NOON	12:00 PM	4	8.00

DRAWS= SAVINGS=

UNIFORMS= RENT=

WORKWEEK HOURS TOTAL. 20

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 380.00 PAY= 380.00

NAME: TITO TRIANO ALVAREZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/13	4:00 PM	10:00 PM	1	5.00
TUESDAY	3/5/13	4:00 PM	10:00 PM	1	5.00
WEDNESDAY	3/6/13	4:00 PM	10:00 PM	1	5.00
THURSDAY	3/7/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/8/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/9/13	NOON	11:00 PM	4	7.00
SUNDAY	3/10/13	NOON	12:00 PM	4	8.00

DRAWS= SAVINGS=

UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 325.00 PAY= 155.00

NAME: MICHAEL ANDERSON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/13	4:00 PM	10:00 PM	1	5.00
TUESDAY	3/5/13	4:00 PM	10:00 PM	1	5.00
WEDNESDAY	3/6/13	4:00 PM	10:00 PM	1	5.00
THURSDAY	3/7/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/8/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/9/13	NOON	11:00 PM	4	7.00
SUNDAY	3/10/13	NOON	12:00 PM	4	8.00

DRAWS= 120.00 SAVINGS=

UNIFORMS= RENT= 50.00

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 175.00 PAY= 135.00

NAME: FRANCISCO NEPOMUCENO APARICIO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/13				
TUESDAY	3/5/13				
WEDNESDAY	3/6/13				
THURSDAY	3/7/13				
FRIDAY	3/8/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/9/13	NOON	11:00 PM	4	7.00
SUNDAY	3/10/13	NOON	12:00 PM	4	8.00

DRAWS= 40.00 SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 20

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 350.00 PAY= 350.00

NAME: JUAN CARLOS VASQUEZ APODACA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/13	4:00 PM	10:00 PM	1	5.00
TUESDAY	3/5/13	4:00 PM	10:00 PM	1	5.00
WEDNESDAY	3/6/13	4:00 PM	10:00 PM	1	5.00
THURSDAY	3/7/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/8/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/9/13	NOON	11:00 PM	4	7.00
SUNDAY	3/10/13	NOON	12:00 PM	4	8.00

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 380.00 PAY= 380.00

NAME: VICTOR VASQUEZ APODACA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/13	4:00 PM	10:00 PM	2	4.00
TUESDAY	3/5/13	4:00 PM	10:00 PM	1	5.00
WEDNESDAY	3/6/13	4:00 PM	10:00 PM	2	4.00
THURSDAY	3/7/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/8/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/9/13	NOON	11:00 PM	3	8.00
SUNDAY	3/10/13	NOON	12:00 PM	3	9.00

DRAWS=
UNIFORMS=

Confidential

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE

PAYROLL= 350.00 PAY= 350.00

NAME: ZOSIMO COLIO APODACA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/13	4:00 PM	10:00 PM	1	5.00
TUESDAY	3/5/13	4:00 PM	10:00 PM	1	5.00
WEDNESDAY	3/6/13	4:00 PM	10:00 PM	2	4.00
THURSDAY	3/7/13	4:00 PM	10:00 PM	2	4.00
FRIDAY	3/8/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/9/13	NOON	11:00 PM	3	8.00
SUNDAY	3/10/13	NOON	12:00 PM	3	9.00

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 380.00 PAY= 380.00

NAME: ARMONDO BARRIOS APOLINAR

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/13	4:00 PM	10:00 PM	1	5.00
TUESDAY	3/5/13	4:00 PM	10:00 PM	1	5.00
WEDNESDAY	3/6/13	4:00 PM	10:00 PM	1	5.00
THURSDAY	3/7/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/8/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/9/13	NOON	11:00 PM	4	7.00
SUNDAY	3/10/13	NOON	12:00 PM	4	8.00

DRAWS= SAVINGS=

UNIFORMS= Confidential NT=

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE [redacted]

PAYROLL= 350.00 PAY= 350.00

NAME: ALEX LOPEZ ARELLANO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/13	4:00 PM	10:00 PM	2	4.00
TUESDAY	3/5/13	4:00 PM	10:00 PM	1	5.00
WEDNESDAY	3/6/13	4:00 PM	10:00 PM	2	4.00
THURSDAY	3/7/13	4:00 PM	10:00 PM	2	4.00
FRIDAY	3/8/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/9/13	NOON	11:00 PM	3	8.00
SUNDAY	3/10/13	NOON	12:00 PM	2	10.00

DRAWS= SAVINGS=

UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE Confidential [redacted]

PAYROLL= 163.00 PAY= 83.00

NAME: IVAN MIRANDA ALVAREZ BALBEMER

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/13				
TUESDAY	3/5/13				
WEDNESDAY	3/6/13				
THURSDAY	3/7/13				
FRIDAY	3/8/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/9/13	NOON	11:00 PM	4	7.00
SUNDAY	3/10/13	NOON	12:00 PM	4	8.00

DRAWS= 80.00 SAVINGS=

UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 20

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 178.00 PAY= 138.00

NAME: RAFAEL APODACA BELLO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/13				
TUESDAY	3/5/13				
WEDNESDAY	3/6/13				
THURSDAY	3/7/13				
FRIDAY	3/8/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/9/13	NOON	11:00 PM	4	7.00
SUNDAY	3/10/13	NOON	12:00 PM	4	8.00

DRAWS= 40.00 SAVINGS=

UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 20

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 450.00 PAY= 450.00

NAME: HAROLD BELSHER

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/13	4:00 PM	10:00 PM	1	5.00
TUESDAY	3/5/13	4:00 PM	10:00 PM	1	5.00
WEDNESDAY	3/6/13	4:00 PM	10:00 PM	1	5.00
THURSDAY	3/7/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/8/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/9/13	NOON	11:00 PM	4	7.00
SUNDAY	3/10/13	NOON	12:00 PM	4	8.00

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE [redacted] Confidential

PAYROLL= 300.00 PAY= 300.00

NAME: JESSE BOGUE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/13	4:00 PM	10:00 PM	1	5.
TUESDAY	3/5/13	4:00 PM	10:00 PM	1	5.00
WEDNESDAY	3/6/13	4:00 PM	10:00 PM	1	5.00
THURSDAY	3/7/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/8/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/9/13	NOON	11:00 PM	4	7.00
SUNDAY	3/10/13	NOON	12:00 PM	4	8.00

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE [redacted] Confidential

PAYROLL= 325.00 PAY= 325.00

NAME: ROSEMARY BROWN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/13	4:00 PM	10:00 PM	1	5.00
TUESDAY	3/5/13	4:00 PM	10:00 PM	1	5.00
WEDNESDAY	3/6/13	4:00 PM	10:00 PM	1	5.00
THURSDAY	3/7/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/8/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/9/13	NOON	11:00 PM	4	7.00
SUNDAY	3/10/13	NOON	12:00 PM	4	8.00

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE [redacted]

Confidential

PAYROLL= 148.00 PAY= 108.00

NAME: IVAN GONZALEZ CABANAS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/13				
TUESDAY	3/5/13				
WEDNESDAY	3/6/13				
THURSDAY	3/7/13				
FRIDAY	3/8/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/9/13	NOON	11:00 PM	4	7.00
SUNDAY	3/10/13	NOON	12:00 PM	4	8.00

DRAWS= 40.00 SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 20

EMPLOYEE SIGNATURE [redacted]

Confidential

PAYROLL= 350.00 PAY= 350.00

NAME: MATEO GARCIA CARDENA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/13	4:00 PM	10:00 PM	1	5.00
TUESDAY	3/5/13	4:00 PM	10:00 PM	1	5.00
WEDNESDAY	3/6/13	4:00 PM	10:00 PM	1	5.00
THURSDAY	3/7/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/8/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/9/13	NOON	11:00 PM	4	7.00
SUNDAY	3/10/13	NOON	12:00 PM	4	8.00

DRAWS= SAVINGS=

UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 163.00 PAY= 163.00

NAME: NOE AIDEIR CASTILLO CARREON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/13				
TUESDAY	3/5/13				
WEDNESDAY	3/6/13				
THURSDAY	3/7/13				
FRIDAY	3/8/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/9/13	NOON	11:00 PM	4	7.00
SUNDAY	3/10/13	NOON	12:00 PM	4	8.00

DRAWS= SAVINGS=

UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 20

Confidential

EMPLOYEE SIGNATURE

PAYROLL: 148.00 PAY: 108.00

NAME: ROBERTO JUAREZ CATALINA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/13				
TUESDAY	3/5/13				
WEDNESDAY	3/6/13				
THURSDAY	3/7/13				
FRIDAY	3/8/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/9/13	NOON	11:00 PM	4	7.00
SUNDAY	3/10/13	NOON	12:00 PM	4	8.00

DRAWS: 40.00 SAVINGS:

UNIFORMS: RENT:

WORKWEEK HOURS TOTAL: 20

EMPLOYEE SIGNATURE [redacted]

PAYROLL: 355.00 PAY: 355.00

NAME: ROSENDO CERVANTES ORTIZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/13	4:00 PM	10:00 PM	1	5.00
TUESDAY	3/5/13	4:00 PM	10:00 PM	1	5.00
WEDNESDAY	3/6/13	4:00 PM	10:00 PM	1	5.00
THURSDAY	3/7/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/8/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/9/13	NOON	11:00 PM	4	7.00
SUNDAY	3/10/13	NOON	12:00 PM	4	8.00

DRAWS: SAVINGS:

UNIFORMS: RENT:

WORKWEEK HOURS TOTAL: 40

[redacted]

EMPLOYEE SIGNATURE

PAYROLL= 350.00 PAY= 120.00

NAME: CHRISTOPHER CHESSER

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/13	4:00 PM	10:00 PM	1	5.00
TUESDAY	3/5/13	4:00 PM	10:00 PM	1	5.00
WEDNESDAY	3/6/13	4:00 PM	10:00 PM	1	5.00
THURSDAY	3/7/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/8/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/9/13	NOON	11:00 PM	4	7.00
SUNDAY	3/10/13	NOON	12:00 PM	4	8.00

DRAWS= 80.00 SAVINGS= 100.00
UNIFORMS= RENT= 50.00

WORKWEEK HOURS TOTAL 40

EMPLOYEE SIGNATURE [redacted] Confidential

PAYROLL= 163.00 PAY= 113.00

NAME: JOSEPH CHESSER

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/13	4:00 PM	10:00 PM	3	3.00
TUESDAY	3/5/13	4:00 PM	10:00 PM	3	3.00
WEDNESDAY	3/6/13	4:00 PM	10:00 PM	3	3.00
THURSDAY	3/7/13	4:00 PM	10:00 PM	3	3.00
FRIDAY	3/8/13	4:00 PM	10:00 PM	3	3.00
SATURDAY	3/9/13	NOON	11:00 PM	7	4.00
SUNDAY	3/10/13	NOON	12:00 PM	8	4.00

DRAWS= SAVINGS=
UNIFORMS= RENT= 50.00

WORKWEEK HOURS TOTAL 23

EMPLOYEE SIGNATURE [redacted] Confidential

PAYROLL= 450.00 PAY= 450.00

NAME: JUDITH CHESSER

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/13	4:00 PM	10:00 PM	1	5.00
TUESDAY	3/5/13	4:00 PM	10:00 PM	1	5.00
WEDNESDAY	3/6/13	4:00 PM	10:00 PM	1	5.00
THURSDAY	3/7/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/8/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/9/13	NOON	11:00 PM	4	7.00
SUNDAY	3/10/13	NOON	12:00 PM	4	8.00

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE

Confidential

PAYROLL= 350.00 PAY= 350.00

NAME: INEZ APODACA COLIO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/13	4:00 PM	10:00 PM	1	5.00
TUESDAY	3/5/13	4:00 PM	10:00 PM	1	5.00
WEDNESDAY	3/6/13	4:00 PM	10:00 PM	1	5.00
THURSDAY	3/7/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/8/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/9/13	NOON	11:00 PM	4	7.00
SUNDAY	3/10/13	NOON	12:00 PM	4	8.00

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE

PAYROLL= 325.00 PAY= 325.00

NAME: MICHAEL COMERFORD

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/13	4:00 PM	10:00 PM	1	5.00
TUESDAY	3/5/13	4:00 PM	10:00 PM	1	5.00
WEDNESDAY	3/6/13	4:00 PM	10:00 PM	1	5.00
THURSDAY	3/7/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/8/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/9/13	NOON	11:00 PM	4	7.00
SUNDAY	3/10/13	NOON	12:00 PM	4	8.00

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 325.00 PAY= 195.00

NAME: ROOSEVELT CONLEY

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/13	4:00 PM	10:00 PM	1	5.00
TUESDAY	3/5/13	4:00 PM	10:00 PM	1	5.00
WEDNESDAY	3/6/13	4:00 PM	10:00 PM	1	5.00
THURSDAY	3/7/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/8/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/9/13	NOON	11:00 PM	4	7.00
SUNDAY	3/10/13	NOON	12:00 PM	4	8.00

DRAWS= 80.00 SAVINGS=
UNIFORMS= RENT= 50.00

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 55.00 PAY= 55.00

NAME: VALENTINA HERNANDEZ CORTEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/13				
TUESDAY	3/5/13				
WEDNESDAY	3/6/13				
THURSDAY	3/7/13				
FRIDAY	3/8/13				
SATURDAY	3/9/13				
SUNDAY	3/10/13	NOON	12:00 PM	5	7.00

DRAWS= SAVINGS=

UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 7

EMPLOYEE SIGNATURE [redacted] Confidential

PAYROLL= 175.00 PAY= 135.00

NAME: CASIMIRO MAURICIO DE LA CRUZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/13				
TUESDAY	3/5/13				
WEDNESDAY	3/6/13				
THURSDAY	3/7/13				
FRIDAY	3/8/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/9/13	NOON	11:00 PM	4	7.00
SUNDAY	3/10/13	NOON	12:00 PM	4	8.00

DRAWS= 40.00 SAVINGS=

UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 20

EMPLOYEE SIGNATURE [redacted] Confidential

PAYROLL= 325.00 PAY= 305.00

NAME: HARVEY DONALDSON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/13	4:00 PM	10:00 PM	1	5.00
TUESDAY	3/5/13	4:00 PM	10:00 PM	1	5.00
WEDNESDAY	3/6/13	4:00 PM	10:00 PM	1	5.00
THURSDAY	3/7/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/8/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/9/13	NOON	11:00 PM	4	7.00
SUNDAY	3/10/13	NOON	12:00 PM	4	8.00

DRAWS= 20.00 SAVINGS= _____

UNIFORMS= _____ RENT= _____

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE [redacted] Confidential

PAYROLL= 425.00 PAY= 425.00

NAME: ROBERT EASLY

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/13	4:00 PM	10:00 PM	1	5.00
TUESDAY	3/5/13	4:00 PM	10:00 PM	1	5.00
WEDNESDAY	3/6/13	4:00 PM	10:00 PM	1	5.00
THURSDAY	3/7/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/8/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/9/13	NOON	11:00 PM	4	7.00
SUNDAY	3/10/13	NOON	12:00 PM	4	8.00

DRAWS= _____ SAVINGS= _____

UNIFORMS= _____ RENT= _____

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE [redacted] Confidential

PAYROLL: ~~380.00~~ 420 PAY: 380 ~~340~~.00

NAME: EDGAR OSVALDO CARRANZA FLORES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/13	4:00 PM	10:00 PM	1	5.00
TUESDAY	3/5/13	4:00 PM	10:00 PM	1	5.00
WEDNESDAY	3/6/13	4:00 PM	10:00 PM	1	5.00
THURSDAY	3/7/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/8/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/9/13	NOON	11:00 PM	4	7.00
SUNDAY	3/10/13	NOON	12:00 PM	4	8.00

DRAWS= 40.00 SAVINGS= WORKWEEK HOURS TOTAL: 40

UNIFORMS= RENT=

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 380.00 PAY= 380.00

NAME: JORGE ARMONDO CARRANZA FLORES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/13	4:00 PM	10:00 PM	1	5.00
TUESDAY	3/5/13	4:00 PM	10:00 PM	1	5.00
WEDNESDAY	3/6/13	4:00 PM	10:00 PM	1	5.00
THURSDAY	3/7/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/8/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/9/13	NOON	11:00 PM	4	7.00
SUNDAY	3/10/13	NOON	12:00 PM	4	8.00

DRAWS= SAVINGS= WORKWEEK HOURS TOTAL: 40

UNIFORMS= RENT=

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 350.00 PAY= 350.00

NAME: MARCO ANTONIO SCANDON FRIAS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/13	4:00 PM	10:00 PM	1	5.00
TUESDAY	3/5/13	4:00 PM	10:00 PM	1	5.00
WEDNESDAY	3/6/13	4:00 PM	10:00 PM	1	5.00
THURSDAY	3/7/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/8/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/9/13	NOON	11:00 PM	4	7.00
SUNDAY	3/10/13	NOON	12:00 PM	4	8.00

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE Confidential

PAYROLL= 163.00 PAY= 123.00

NAME: JUAN ANDRADE GARCIA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/13				
TUESDAY	3/5/13				
WEDNESDAY	3/6/13				
THURSDAY	3/7/13				
FRIDAY	3/8/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/9/13	NOON	11:00 PM	4	7.00
SUNDAY	3/10/13	NOON	12:00 PM	4	8.00

DRAWS= 40.00 SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 20

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 175.00 PAY= 135.00

NAME: MIGUEL ANDRADE GARCIA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/13				
TUESDAY	3/5/13				
WEDNESDAY	3/6/13				
THURSDAY	3/7/13				
FRIDAY	3/8/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/9/13	NOON	11:00 PM	4	7.00
SUNDAY	3/10/13	NOON	12:00 PM	4	8.00

DRAWS= 40.00 SAVINGS=

UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 20

EMPLOYEE SIGNATURE [redacted]

Confidential

PAYROLL= 355.00 PAY= 355.00

NAME: RUDOLFO ALVAREZ GARCIA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/13	4:00 PM	10:00 PM	1	5.00
TUESDAY	3/5/13	4:00 PM	10:00 PM	2	4.00
WEDNESDAY	3/6/13	4:00 PM	10:00 PM	2	4.00
THURSDAY	3/7/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/8/13	4:00 PM	10:00 PM	3	3.00
SATURDAY	3/9/13	NOON	11:00 PM	4	7.00
SUNDAY	3/10/13	NOON	12:00 PM		12.00

DRAWS= SAVINGS=

UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE [redacted]

PAYROLL= 470.00 PAY= 470.00

NAME: SALVADOR ALVAREZ GARCIA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/13	4:00 PM	10:00 PM	1	5.00
TUESDAY	3/5/13	4:00 PM	10:00 PM	2	4.00
WEDNESDAY	3/6/13	4:00 PM	10:00 PM	1	5.00
THURSDAY	3/7/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/8/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/9/13	NOON	11:00 PM	3	8.00
SUNDAY	3/10/13	NOON	12:00 PM	4	8.00

DRAWS= SAVINGS=

UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 365.00 PAY= 285.00

NAME: RAUL GUZMAN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/13	4:00 PM	10:00 PM	1	5.00
TUESDAY	3/5/13	4:00 PM	10:00 PM	1	5.00
WEDNESDAY	3/6/13	4:00 PM	10:00 PM	1	5.00
THURSDAY	3/7/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/8/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/9/13	NOON	11:00 PM	4	7.00
SUNDAY	3/10/13	NOON	12:00 PM	4	8.00

DRAWS= SAVINGS=

UNIFORMS= 30.00 RENT= 50.00

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 500.00 PAY= 400.00

NAME: JERRY HALL

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/13	4:00 PM	10:00 PM	1	5.00
TUESDAY	3/5/13	4:00 PM	10:00 PM	2	4.00
WEDNESDAY	3/6/13	4:00 PM	10:00 PM	2	4.00
THURSDAY	3/7/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/8/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/9/13	NOON	11:00 PM	3	8.00
SUNDAY	3/10/13	NOON	12:00 PM	3	9.00

DRAWS= SAVINGS= 100.00

UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 325.00 PAY= 325.00

NAME: JEROME HENRY

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/13	4:00 PM	10:00 PM	1	5.00
TUESDAY	3/5/13	4:00 PM	10:00 PM	2	4.00
WEDNESDAY	3/6/13	4:00 PM	10:00 PM	1	5.00
THURSDAY	3/7/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/8/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/9/13	NOON	11:00 PM	3	8.00
SUNDAY	3/10/13	NOON	12:00 PM	4	8.00

DRAWS= SAVINGS=

UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE

Butler's Exh. 26, p. 393

PAYROLL= 163.00 PAY= 123.00

NAME: ANTONIO SIERRA HERNANDEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/13				
TUESDAY	3/5/13				
WEDNESDAY	3/6/13				
THURSDAY	3/7/13				
FRIDAY	3/8/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/9/13	NOON	11:00 PM	4	7.00
SUNDAY	3/10/13	NOON	12:00 PM	4	8.00

DRAWS= 40.00 SAVINGS=

UNIFORMS= RENT=

WORKWEEK HOURS TOTAL. 20

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 380.00 PAY= 380.00

NAME: JULIAN GARCIA HERNANDEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/13	4:00 PM	10:00 PM	1	5.00
TUESDAY	3/5/13	4:00 PM	10:00 PM	1	5.00
WEDNESDAY	3/6/13	4:00 PM	10:00 PM	1	5.00
THURSDAY	3/7/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/8/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/9/13	NOON	11:00 PM	4	7.00
SUNDAY	3/10/13	NOON	12:00 PM	4	8.00

DRAWS= SAVINGS= Confidential

UNIFORMS= RENT= Confidential

WORKWEEK HOURS TOTAL. 40

EMPLOYEE SIGNATURE

PAYROLL= 350.00 PAY= 350.00

NAME: MARIA ISABEL GUERRA HERNANDEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/13	4:00 PM	10:00 PM	1	5.
TUESDAY	3/5/13	4:00 PM	10:00 PM	1	5.(
WEDNESDAY	3/6/13	4:00 PM	10:00 PM	1	5.(
THURSDAY	3/7/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/8/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/9/13	NOON	11:00 PM	4	7.00
SUNDAY	3/10/13	NOON	12:00 PM	4	8.00

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATUR

PAYROLL= 325.00 PAY= 195.00

NAME: JOHN HOLMES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/13	4:00 PM	10:00 PM	1	5.
TUESDAY	3/5/13	4:00 PM	10:00 PM	1	5.00
WEDNESDAY	3/6/13	4:00 PM	10:00 PM	1	5.00
THURSDAY	3/7/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/8/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/9/13	NOON	11:00 PM	4	7.00
SUNDAY	3/10/13	NOON	12:00 PM	4	8.00

DRAWS= 80.00 SAVINGS=
UNIFORMS= RENT= 50.00

WORKWEEK HOURS TOTAL. 40

Confidential

EMPLOYEE SIGNATUR

PAYROLL= 325.00 PAY= 325.00

NAME: DAVID JONES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/13	4:00 PM	10:00 PM	1	5.00
TUESDAY	3/5/13	4:00 PM	10:00 PM	1	5.00
WEDNESDAY	3/6/13	4:00 PM	10:00 PM	1	5.00
THURSDAY	3/7/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/8/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/9/13	NOON	11:00 PM	4	7.00
SUNDAY	3/10/13	NOON	12:00 PM	4	8.00

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL. 40

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 420.00 PAY= 370.00

NAME: ALBERTO LUIS SANCHEZ LOPEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/13	4:00 PM	10:00 PM	1	5.00
TUESDAY	3/5/13	4:00 PM	10:00 PM	1	5.00
WEDNESDAY	3/6/13	4:00 PM	10:00 PM	1	5.00
THURSDAY	3/7/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/8/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/9/13	NOON	11:00 PM	4	7.00
SUNDAY	3/10/13	NOON	12:00 PM	4	8.00

DRAWS= TICKET= 50.00
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL. 40

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 450.00 PAY= 275.00

NAME: DAVID LOVE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/13	4:00 PM	10:00 PM	1	5.00
TUESDAY	3/5/13	4:00 PM	10:00 PM	1	5.00
WEDNESDAY	3/6/13	4:00 PM	10:00 PM	1	5.00
THURSDAY	3/7/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/8/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/9/13	NOON	11:00 PM	4	7.00
SUNDAY	3/10/13	NOON	12:00 PM	4	8.00

DRAWS= 175.00 SAVINGS= _____

UNIFORMS= _____ RENT= _____

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 350.00 PAY= 310.00

NAME: PEDRO HERRERA LOZANO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/13	4:00 PM	10:00 PM		6.00
TUESDAY	3/5/13	4:00 PM	10:00 PM		6.00
WEDNESDAY	3/6/13	4:00 PM	10:00 PM		6.00
THURSDAY	3/7/13	4:00 PM	10:00 PM		6.00
FRIDAY	3/8/13	4:00 PM	10:00 PM		6.00
SATURDAY	3/9/13	NOON	11:00 PM		11.00
SUNDAY	3/10/13	NOON	12:00 PM		12.00

DRAWS= 40.00 SAVINGS= _____

UNIFORMS= _____ RENT= _____

WORKWEEK HOURS TOTAL: 53

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 300.00 PAY= ~~300.00~~

NAME: DEAN MCARTER

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/13	4:00 PM	10:00 PM	2	4.00
TUESDAY	3/5/13	4:00 PM	10:00 PM	1	5.00
WEDNESDAY	3/6/13	4:00 PM	10:00 PM	1	5.00
THURSDAY	3/7/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/8/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/9/13	NOON	11:00 PM	3	8.00
SUNDAY	3/10/13	NOON	12:00 PM	4	8.00

DRAWS= SAVINGS=

UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 450.00 PAY= 400.00

NAME: DON NEMEYER

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/13	4:00 PM	10:00 PM	1	5.00
TUESDAY	3/5/13	4:00 PM	10:00 PM	1	5.00
WEDNESDAY	3/6/13	4:00 PM	10:00 PM	1	5.00
THURSDAY	3/7/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/8/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/9/13	NOON	11:00 PM	4	7.00
SUNDAY	3/10/13	NOON	12:00 PM	4	8.00

DRAWS= SALLY 50.00

UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 350.00 PAY= 350.00

NAME: MIGUEL ANGEL ALARCON NOLASCO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/13	4:00 PM	10:00 PM	1	5.(
TUESDAY	3/5/13	4:00 PM	10:00 PM	1	5.00
WEDNESDAY	3/6/13	4:00 PM	10:00 PM	1	5.00
THURSDAY	3/7/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/8/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/9/13	NOON	11:00 PM	4	7.00
SUNDAY	3/10/13	NOON	12:00 PM	4	8.00

DRAWS= SAVINGS=

UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE

Confidential

PAYROLL= 300.00 PAY= 300.00

NAME: RICHARD LEE NORWOOD

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/13	4:00 PM	10:00 PM	1	5.00
TUESDAY	3/5/13	4:00 PM	10:00 PM	1	5.00
WEDNESDAY	3/6/13	4:00 PM	10:00 PM	1	5.00
THURSDAY	3/7/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/8/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/9/13	NOON	11:00 PM	4	7.00
SUNDAY	3/10/13	NOON	12:00 PM	4	8.00

DRAWS= SAVINGS=

UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATU

Confidential

Butler's Exh. 26, p. 399

PAYROLL= 55.00 PAY= 55.00

NAME: ~~DARIO~~ DIAZ JARQUIN NUEVO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/13				
TUESDAY	3/5/13				
WEDNESDAY	3/6/13				
THURSDAY	3/7/13				
FRIDAY	3/8/13				
SATURDAY	3/9/13				
SUNDAY	3/10/13	NOON	12:00 PM	5	7.00

DRAWS= SAVINGS=

UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 7

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 350.00 PAY= 350.00

NAME: ISIDRO MORALES OLIVA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/13	4:00 PM	10:00 PM	1	5.00
TUESDAY	3/5/13	4:00 PM	10:00 PM	1	5.00
WEDNESDAY	3/6/13	4:00 PM	10:00 PM	1	5.00
THURSDAY	3/7/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/8/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/9/13	NOON	11:00 PM	4	7.00
SUNDAY	3/10/13	NOON	12:00 PM	4	8.00

DRAWS= SAVINGS=

UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 163.00 PAY= 58.00

NAME: JOSE LUIS LIBREROS ORTIZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/13				
TUESDAY	3/5/13				
WEDNESDAY	3/6/13				
THURSDAY	3/7/13				
FRIDAY	3/8/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/9/13	NOON	11:00 PM	4	7.00
SUNDAY	3/10/13	NOON	12:00 PM	4	8.00

DRAWS= 80.00 SAVINGS=

UNIFORMS= 25.00 RENT=

WORKWEEK HOURS TOTAL: 20

Confidential

EMPLOYEE SIGNATURE [redacted]

PAYROLL= 505.00 PAY= 305.00

NAME: JUAN CARLOS FERNANDES PAREDES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/13	4:00 PM	10:00 PM	1	5.00
TUESDAY	3/5/13	4:00 PM	10:00 PM	1	5.00
WEDNESDAY	3/6/13	4:00 PM	10:00 PM	1	5.00
THURSDAY	3/7/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/8/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/9/13	NOON	11:00 PM	4	7.00
SUNDAY	3/10/13	NOON	12:00 PM	4	8.00

DRAWS= 200.00 SAVINGS=

UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE [redacted]

PAYROLL= 163.00 PAY= 163.00

NAME: DIEGO EMILIO SAINZ PAZOS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/13				
TUESDAY	3/5/13				
WEDNESDAY	3/6/13				
THURSDAY	3/7/13				
FRIDAY	3/8/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/9/13	NOON	11:00 PM	4	7.00
SUNDAY	3/10/13	NOON	12:00 PM	4	8.00

DRAWS= SAVINGS=

UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 20

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 500.00 PAY= 500.00

NAME: JORGE AGUILAR PENA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/13	4:00 PM	10:00 PM	1	5.00
TUESDAY	3/5/13	4:00 PM	10:00 PM	1	5.00
WEDNESDAY	3/6/13	4:00 PM	10:00 PM	1	5.00
THURSDAY	3/7/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/8/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/9/13	NOON	11:00 PM	4	7.00
SUNDAY	3/10/13	NOON	12:00 PM	4	8.00

DRAWS= SAVINGS=

UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 500.00 PAY= 500.00

NAME: ROBERT REYES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/13	4:00 PM	10:00 PM	1	5.00
TUESDAY	3/5/13	4:00 PM	10:00 PM	1	5.00
WEDNESDAY	3/6/13	4:00 PM	10:00 PM	1	5.00
THURSDAY	3/7/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/8/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/9/13	NOON	11:00 PM	4	7.00
SUNDAY	3/10/13	NOON	12:00 PM	4	8.00

DRAWS= SAVINGS=

UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 400.00 PAY= 400.00

NAME: DAMIEN RITSCH

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/13	4:00 PM	10:00 PM	1	5.00
TUESDAY	3/5/13	4:00 PM	10:00 PM	1	5.00
WEDNESDAY	3/6/13	4:00 PM	10:00 PM	2	4.00
THURSDAY	3/7/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/8/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/9/13	NOON	11:00 PM	3	8.00
SUNDAY	3/10/13	NOON	12:00 PM	4	8.00

DRAWS= SAVINGS=

UNIFORMS= RENT=

WORKWEEK HOURS TOTAL. 40

Confidential

EMPLOYEE SIGNATU

PAYROLL= 325.00 PAY= 325.00

NAME: JAVIER CARBALLO RODRIGUEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/13	4:00 PM	10:00 PM	1	5.00
TUESDAY	3/5/13	4:00 PM	10:00 PM	2	4.00
WEDNESDAY	3/6/13	4:00 PM	10:00 PM	2	4.00
THURSDAY	3/7/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/8/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/9/13	NOON	11:00 PM	3	8.00
SUNDAY	3/10/13	NOON	12:00 PM	3	9.00

DRAWS= SAVINGS= Confidential

UNIFORMS= RENT= Confidential

WORKWEEK HOURS TOTAL 40

EMPLOYEE SIGNATURE

PAYROLL= 350.00 PAY= 350.00

NAME: AMANCIO GONZALES ROJAS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/13	4:00 PM	10:00 PM	1	5.00
TUESDAY	3/5/13	4:00 PM	10:00 PM	1	5.00
WEDNESDAY	3/6/13	4:00 PM	10:00 PM	1	5.00
THURSDAY	3/7/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/8/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/9/13	NOON	11:00 PM	4	7.00
SUNDAY	3/10/13	NOON	12:00 PM	4	8.00

DRAWS= SAVINGS=

UNIFORMS= RENT=

WORKWEEK HOURS TOTAL 40

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 365.00 PAY= 325.00

NAME: ANTONIO GARCIA ROMERO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/13	4:00 PM	10:00 PM	1	5.00
TUESDAY	3/5/13	4:00 PM	10:00 PM	1	5.00
WEDNESDAY	3/6/13	4:00 PM	10:00 PM	1	5.00
THURSDAY	3/7/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/8/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/9/13	NOON	11:00 PM	4	7.00
SUNDAY	3/10/13	NOON	12:00 PM	4	8.00

DRAWS= 40.00 SAVINGS=

UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE [redacted]

PAYROLL= 350.00 PAY= 270.00

NAME: FAUSTINO ABURTO SEDANO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/13	4:00 PM	10:00 PM	1	5.00
TUESDAY	3/5/13	4:00 PM	10:00 PM	1	5.00
WEDNESDAY	3/6/13	4:00 PM	10:00 PM	1	5.00
THURSDAY	3/7/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/8/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/9/13	NOON	11:00 PM	4	7.00
SUNDAY	3/10/13	NOON	12:00 PM	4	8.00

DRAWS= 80.00 SAVINGS=

UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE [redacted]

PAYROLL= 325.00 PAY= 245.00

NAME: JASON SERVICE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/13	4:00 PM	10:00 PM	1	5.00
TUESDAY	3/5/13	4:00 PM	10:00 PM	1	5.00
WEDNESDAY	3/6/13	4:00 PM	10:00 PM	1	5.00
THURSDAY	3/7/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/8/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/9/13	NOON	11:00 PM	4	7.00
SUNDAY	3/10/13	NOON	12:00 PM	4	8.00

DRAWS= 5.00 SAVINGS=

UNIFORMS= 25.00 RENT= 50.00

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE

Confidential

PAYROLL= 300.00 PAY= 300.00

NAME: SALLY SHAFFER

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/13	4:00 PM	10:00 PM	1	5.00
TUESDAY	3/5/13	4:00 PM	10:00 PM	1	5.00
WEDNESDAY	3/6/13	4:00 PM	10:00 PM	1	5.00
THURSDAY	3/7/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/8/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/9/13	NOON	11:00 PM	4	7.00
SUNDAY	3/10/13	NOON	12:00 PM	4	8.00

DRAWS= SAVINGS=

UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE

Confidential

PAYROLL= 350.00 PAY= 100.00

NAME: STEVEN MATTHEW SHINABERY

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/13	4:00 PM	10:00 PM	1	5.00
TUESDAY	3/5/13	4:00 PM	10:00 PM	1	5.00
WEDNESDAY	3/6/13	4:00 PM	10:00 PM	1	5.00
THURSDAY	3/7/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/8/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/9/13	NOON	11:00 PM	4	7.00
SUNDAY	3/10/13	NOON	12:00 PM	4	8.00

DRAWS= 200.00 SAVINGS=

UNIFORMS= RENT= 50.00

WORKWEEK HOURS TOTAL 40

EMPLOYEE SIGNATURE [redacted] Confidential

PAYROLL= 380.00 PAY= 380.00

NAME: PRIMITIVO MATEO SALVADOR

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/13	4:00 PM	10:00 PM	1	5.00
TUESDAY	3/5/13	4:00 PM	10:00 PM	1	5.00
WEDNESDAY	3/6/13	4:00 PM	10:00 PM	1	5.00
THURSDAY	3/7/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/8/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/9/13	NOON	11:00 PM	4	7.00
SUNDAY	3/10/13	NOON	12:00 PM	4	8.00

DRAWS= SAVINGS=

UNIFORMS= RENT=

WORKWEEK HOURS TOTAL 40

EMPLOYEE SIGNATURE [redacted] Confidential

PAYROLL= 350.00 PAY= 350.00

NAME: JAVIER HERNANDEZ SALVADOR

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/13	4:00 PM	10:00 PM	1	5.00
TUESDAY	3/5/13	4:00 PM	10:00 PM	1	5.00
WEDNESDAY	3/6/13	4:00 PM	10:00 PM	1	5.00
THURSDAY	3/7/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/8/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/9/13	NOON	11:00 PM	4	7.00
SUNDAY	3/10/13	NOON	12:00 PM	4	8.00

DRAWS= SAVINGS=

UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 325.00 PAY= 325.00

NAME: ERRICE SPEARS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/13	4:00 PM	10:00 PM	1	5.00
TUESDAY	3/5/13	4:00 PM	10:00 PM	1	5.00
WEDNESDAY	3/6/13	4:00 PM	10:00 PM	1	5.00
THURSDAY	3/7/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/8/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/9/13	NOON	11:00 PM	4	7.00
SUNDAY	3/10/13	NOON	12:00 PM	4	8.00

DRAWS= SAVINGS=

UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 350.00 PAY= 170.00

NAME: HUEY TORRENCE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/13	4:00 PM	10:00 PM	1	5.00
TUESDAY	3/5/13	4:00 PM	10:00 PM	1	5.00
WEDNESDAY	3/6/13	4:00 PM	10:00 PM	1	5.00
THURSDAY	3/7/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/8/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/9/13	NOON	11:00 PM	4	7.00
SUNDAY	3/10/13	NOON	12:00 PM	4	8.00

DRAWS= 80.00 OWE= 50.00
UNIFORMS= RENT= 50.00

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE

Confidential

PAYROLL= 300.00 PAY= 300.00

NAME: ED TRASLEVINA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/13	4:00 PM	10:00 PM	1	5.00
TUESDAY	3/5/13	4:00 PM	10:00 PM	1	5.00
WEDNESDAY	3/6/13	4:00 PM	10:00 PM	1	5.00
THURSDAY	3/7/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/8/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/9/13	NOON	11:00 PM	4	7.00
SUNDAY	3/10/13	NOON	12:00 PM	4	8.00

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE

Confidential

PAYROLL= 365.00 PAY= 365.00

NAME: ASCENCION ALEJO VASQUEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/13	4:00 PM	10:00 PM	1	5.00
TUESDAY	3/5/13	4:00 PM	10:00 PM	1	5.00
WEDNESDAY	3/6/13	4:00 PM	10:00 PM	1	5.00
THURSDAY	3/7/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/8/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/9/13	NOON	11:00 PM	4	7.00
SUNDAY	3/10/13	NOON	12:00 PM	4	8.00

DRAWS= SAVINGS=

UNIFORMS= Confidential

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE [redacted]

PAYROLL= 390.00 PAY= 240.00

NAME: DAVID VASQUEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/13	4:00 PM	10:00 PM	1	5.00
TUESDAY	3/5/13	4:00 PM	10:00 PM	1	5.00
WEDNESDAY	3/6/13	4:00 PM	10:00 PM	1	5.00
THURSDAY	3/7/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/8/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/9/13	NOON	11:00 PM	4	7.00
SUNDAY	3/10/13	NOON	12:00 PM	4	8.00

DRAWS= SAVINGS= 100.00

UNIFORMS= RENT= 50.00

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE [redacted] Confidential

PAYROLL= 325.00 PAY=

NAME: JESUS VERDUGO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/13	4:00 PM	10:00 PM	1	5.00
TUESDAY	3/5/13	4:00 PM	10:00 PM	1	5.00
WEDNESDAY	3/6/13	4:00 PM	10:00 PM	1	5.00
THURSDAY	3/7/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/8/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/9/13	NOON	11:00 PM	4	7.00
SUNDAY	3/10/13	NOON	12:00 PM	4	8.00

DRAWS= 80.00 SAVINGS=

UNIFORMS= RENT= 50.00

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE

Confidential

PAYROLL= 300.00 PAY= 300.00

NAME: PATTY WEST

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/13	4:00 PM	10:00 PM	2	4.00
TUESDAY	3/5/13	4:00 PM	10:00 PM	1	5.00
WEDNESDAY	3/6/13	4:00 PM	10:00 PM	2	4.00
THURSDAY	3/7/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/8/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/9/13	NOON	11:00 PM	3	8.00
SUNDAY	3/10/13	NOON	12:00 PM	3	9.00

DRAWS= SAVINGS=

UNIFORMS= RENT=

WORKWEEK HOURS TOTAL 40

EMPLOYEE SIGNATURE

Confidential

OAKPORT 2	MARCH 4-10, 2013	RIDE	BASE PAY	EXTRA PAY	THIS WEEK	DRAWS	UNIFORMS	SAVINGS	RENT	ID	TOTAL USED	NET PAY
ACKERMAN	RANDAL	DRIVER	400.00		400.00	-					-	400.00
ADAME	ROMAN, RODRIGUEZ	GIANT WHEEL	380.00		380.00	-					-	380.00
ALARCON	CLAUDIO MARIN	YO YO	350.00	(175.00)	175.00	40.00					40.00	135.00
ALVARADO	MIGUEL ANGEL PONCE	JUMP AROUND	325.00	(162.00)	163.00	40.00					40.00	123.00
ALVAREZ	TITO, TRIANO	1001	380.00		380.00	-					-	380.00
ANDERSON	MICHAEL	KID RIDES	325.00		325.00	120.00			50.00	M	170.00	155.00
APARICIO	FRANCISCO NEPOMUCENO	PARKING	350.00	(175.00)	175.00	40.00					40.00	135.00
APODACA	JUAN CARLOS, VASQUEZ	GRAVITRON	350.00		350.00	-					-	350.00
APODACA	VICTOR, VASQUEZ	RING/GIANT WHEEL	350.00	30.00	380.00	-					-	380.00
APODACA	ZOSIMO, COLIO	TILT	350.00		350.00	-					-	350.00
APOLINAR	ARMONDO BARRIOS	SUPER SHOT	380.00		380.00	-					-	380.00
ARELLANO	ALEX, LOPEZ	GRAVITRON	350.00		350.00	-					-	350.00
BALDEMER	IVAN ALVAREZ MIRANDA	ENERGY STORM	325.00	(162.00)	163.00	80.00					80.00	83.00
BELLO	RAFAEL APODACA	DRIVER	355.00	(177.00)	178.00	40.00					40.00	138.00
BELSHER	HAROLD	DRIVER	450.00	225.00	675.00	-					-	675.00
BOGUE	JESSE	OFFICE	300.00		300.00	-					-	300.00
BROWN	ROSEMARY	SLIDE	325.00		325.00	-					-	325.00
CABANAS	IVAN GONZALEZ	GIANT WHEEL	325.00	(177.00)	148.00	40.00					40.00	108.00
CARDENA	MATEO,GARCIA	BEARS/BREAKER	350.00		350.00	-					-	350.00
CARREON	NOE ALDHEIR CASTILLO	PARKING	325.00	(162.00)	163.00	-					-	163.00
CATALINA	ROBERTO JUAREZ	GIANT WHEEL	325.00	(177.00)	148.00	40.00					40.00	108.00
CERVANTES	ROSENDO, ORTIZ	WORM	325.00	30.00	355.00	-					-	355.00
CHESSER	CHRISTOPHER	ZIPPER	350.00		350.00	80.00		100.00	50.00	B	230.00	120.00
CHESSER	JOSEPH	CYCLONE	325.00	(162.00)	163.00	-			50.00	B	50.00	113.00
CHESSER	JUDITH	OFFICE	450.00		450.00	-					-	450.00
COLIO	INES, APODACA	JUMP AROUND	350.00		350.00	-					-	350.00
COMERFORD	MICHAEL	SLIDE	325.00		325.00	-					-	325.00
CONLEY	ROOSEVELT	AMERICANA	325.00		325.00	80.00			50.00	D	130.00	195.00
CORTES	VALENTINA, HERNANDEZ	SHREK	325.00	(270.00)	55.00							55.00
DELACRUZ	CASIMIRO	SUPER SHOT	350.00	(175.00)	175.00	40.00					40.00	135.00
DONALDSON	HARVEY	LOLLIES	325.00		325.00	20.00					20.00	305.00
EASLY	ROBERT	DRIVER	425.00		425.00	-					-	425.00
FLORES	EDGAR, OSVALDO CARRANZA	DRIVER/EAGLE 16	380.00	40.00	420.00	40.00					40.00	380.00
FLORES	JORGE, ARMONDO CARRANZA	GIANT WHEEL	350.00	30.00	380.00	-					-	380.00
FRIAS	MARCO, ANTONIO SCANDON	YO YO	350.00		350.00	-					-	350.00
GARCIA	JUAN ANDRADE	PARKING	325.00	(162.00)	163.00	40.00					40.00	123.00
GARCIA	MIGUEL ANDRADE	PARKING	350.00	(175.00)	175.00	40.00					40.00	135.00
GARCIA	RODOLFO, ALVAREZ	GIANT WHEEL	325.00	30.00	355.00	-					-	355.00
GARCIA	SALVADOR, ALVAREZ	DRIVER/SUPERVISOR	430.00	40.00	470.00	-					-	470.00

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GUZMA...	RAUL	VOYAGER	325.00	...00	365.00	-	30.00		50.00	D	8...00	285.00
HALL	JERRY	SHOP/DRIVER	500.00		500.00	-		100.00			100.00	400.00
HENRY	JEROME	MARDI GRAS	325.00		325.00	-					-	325.00
HERNANDEZ	ANTONIO SIERRA	PARKING	325.00	(162.00)	163.00	-					-	163.00
HERNANDEZ	JULIAN, GARCIA	WORM	380.00		380.00	-					-	380.00
HERNANDEZ	MARIA, ISABEL GUERRA	CORVETTES	350.00		350.00	-					-	350.00
HOLMES	JOHN	CLIFF HANGER	325.00		325.00	80.00			50.00	D	130.00	195.00
JONES	DAVID	MARDI GRAS	325.00		325.00	-						
LOPEZ	ALBERTO, LUIS SANCHEZ	DRIVER/GIANT WHEEL	350.00	70.00	420.00	-		50.00			50.00	370.00
LOVE	DAVID	DRIVER	450.00		450.00	175.00					175.00	275.00
LOZANO	PEDRO HERRERA	TILT	350.00		350.00	40.00					40.00	310.00
MCARTER	DEAN	OFFICE	300.00		300.00	-					-	300.00
MONTALVO	ISMAEL, VIVANCO	DRIVER/FOOD	300.00		300.00	-					-	300.00
NEMEYER	DON	DRIVER	425.00		425.00	-		50.00			50.00	375.00
NOLASCO	MIGUEL, ANGEL ALARCON	MARDI GRAS	350.00		350.00	-					-	350.00
NORWOOD	RICHARD, LEE	OFFICE	300.00		300.00	-					-	300.00
NUEVO	JARQUIN DIAZ LOREDO	SHREK	325.00	(270.00)	55.00						-	55.00
OLIVA	ISIDRO, MORALES	ENERGY STORM	350.00		350.00	-					-	350.00
ORTIZ	JOSE LUIS LIBREROS	ZIPPER	325.00	(162.00)	163.00	80.00	25.00				105.00	58.00
PAREDES	JUAN CARLOS FERNANDEZ	INDIO	505.00		505.00	-					-	505.00
PAZOS	DIEGO IMILIO SAINZ	CORVETTES	325.00		325.00	40.00					40.00	285.00
PENA	JORGE, AGUILAR	DRIVER/YO YO	500.00		500.00	-					-	500.00
REYES	ROBERT	DRIVER	500.00		500.00	-					-	500.00
RITSCH	DAMIEN	DRIVER	400.00		400.00	-					-	400.00
RODRIGUEZ	JAVIER, CARBALLO	1001	325.00		325.00	-					-	325.00
ROJAS	AMANCIO, GONZALES	CLIFF HANGER	350.00		350.00	-					-	350.00
ROMERO	ANTONIO GARCIA	SUPER SHOT	365.00		365.00	40.00					40.00	325.00
SALVADOR	JAVIER HERNANDEZ	AMERICANA	350.00		350.00	-					-	350.00
SALVADOR	PRIMITIVO, MATEO	ENERGY STORM	350.00	30.00	380.00	-					-	380.00
SEDANO	FAUSTINO, ABURTO	BEARS/BREAKER	350.00		350.00	80.00					80.00	270.00
SERVICE	JASON	CYCLONE	325.00		325.00	5.00	25.00		50.00	D	80.00	245.00
SHAFFER	SALLY	OFFICE	300.00		300.00	-					-	300.00
SHINABERY	STEVEN, MATT	EAGLE 16	350.00		350.00	200.00			50.00	D	250.00	100.00
SPEARS	ERRICE	SLIDE	325.00		325.00	-					-	325.00
TORRENCE	HUEY	RING	350.00		350.00	80.00		100.00			180.00	170.00
TRASLEVINA	ED	SHOP/DRIVER	300.00		300.00	-					-	300.00
VASQUEZ	ASCENCION, ALEJO	AMERICANA	365.00		365.00	-					-	365.00
VASQUEZ	DAVID	SANITATION/DRIVER	350.00	40.00	390.00	-		100.00	50.00	M	150.00	240.00
VERDUGO SR	JESUS	SHREK	325.00		325.00	80.00			50.00	B	130.00	195.00
WEST	PATTY	OFFICE	300.00		300.00	-					-	300.00
		TOTALS	28,045.00	(2370.00)	25,745.00	1,680.00	80.00	500.00	500.00		2,760.00	22,660.00
											SAVINGS=	500.00
											RENT=	500.00
												23,660.00

PAUSUIPS

HESPERIA

03/04/2013 -

03/10/2013

2013

MONDAY			
TUESDAY			
WEDNESDAY			
THURSDAY	2		
FRIDAY	3.5		
SATURDAY	7	9	
SUNDAY	7	-4	
TOTALS	19.5	5	
PAY	$ 156.00	NET	$ 161.00
LEIGHANN THRELKELD			
EMPLOYEE SIGNATURE			
WEEK ENDING 3/10/13			

Confidential

	HOURS	O/S	DRAWS
MONDAY			
TUESDAY			
WEDNESDAY	1.5		
THURSDAY	3.25		
FRIDAY	4.25		
SATURDAY	8.75		
SUNDAY	8.25		
TOTALS	26		
PAY	$ 208.00	NET	$ 208.00
DEBBIE EMHIESER			
EMPLOYEE SIGNATURE			
WEEK ENDING 3/10/13			

Confidential

MONDAY			
TUESDAY			
/EDNESDAY	1.5		
THURSDAY	3.25		
FRIDAY	4.75		
SATURDAY	9	-1	
SUNDAY	8.25		
TOTALS	26.75	-1	
PAY	$ 247.44	NET	$ 246.44
GUY RUBIO			
EMPLOYEE SIGNATURE:			
WEEK ENDING 3/10/13			

Confidential

	HOURS	O/S	DRAWS
MONDAY			
TUESDAY			
WEDNESDAY			
THURSDAY	4		
FRIDAY	4.25		
SATURDAY	9	-10	
SUNDAY	8.25	4	
TOTALS	25.5	-6	
PAY	$ 223.13	NET	$ 217.13
SANJUANA RUBIO			
EMPLOYEE SIGNATURE:			
EEK ENDING 3/10/13			

Confidential

PAY: $1,000.00
DRAWS: $0.00
NET: $1,000.00

NAME: RAUL VILLA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/5/2013	1PM	5PM	1	3
WEDNESDAY	3/6/2013	1PM	5PM	1	3
THURSDAY	3/7/2013	6:30PM	10PM	1	2.5
FRIDAY	3/8/2013	7PM	10PM	1	2
SATURDAY	3/9/2013	5PM	11PM	2	4
SUNDAY	3/10/2013	5PM	11PM	2	4

WORKWEEK HOURS TOTAL: 18.5

EMPLOYEE SIGNATURE:

Confidential

PAY: $425.00
DRAWS: $200.00
NET: $225.00

NAME: JOSEPH GUILLEN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/5/2013	9AM	1PM	1	3
WEDNESDAY	3/6/2013	9AM	1PM	1	3
THURSDAY	3/7/2013	3PM	6:30PM	1	2.5
FRIDAY	3/8/2013	4PM	7PM	1	2
SATURDAY	3/9/2013	10AM	5PM	2	5
SUNDAY	3/10/2013	11AM	5PM	2	4

WORKWEEK HOURS TOTAL: 19.5

EMPLOYEE SIGNATURE:

Confidential

PAY: $325.00
DRAWS: $160.00
NET: $165.00

NAME: TONY DIXON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/5/2013	1PM	5PM	1	3
WEDNESDAY	3/6/2013	1PM	5PM	1	3
THURSDAY	3/7/2013	6:30PM	10PM	1	2.5
FRIDAY	3/8/2013	7PM	10PM	1	2
SATURDAY	3/9/2013	5PM	11PM	2	4
SUNDAY	3/10/2013	5PM	11PM	2	4

WORKWEEK HOURS TOTAL: 18.5

EMPLOYEE SIGNATURE:

Confidential

PAY: $700.00
DRAWS: $540.00
NET: $160.00

NAME: SABRINA BOGHOSSIAN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/5/2013	1PM	5PM	1	3
WEDNESDAY	3/6/2013	1PM	5PM	1	3
THURSDAY	3/7/2013	6:30PM	10PM	1	2.5
FRIDAY	3/8/2013	7PM	10PM	1	2
SATURDAY	3/9/2013	5PM	11PM	2	4
SUNDAY	3/10/2013	5PM	11PM	2	4

WORKWEEK HOURS TOTAL: 18.5

EMPLOYEE SIGNATURE:

Confidential

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: FELIX RAMOS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/5/2013	9AM	1PM	1	3
WEDNESDAY	3/6/2013	9AM	1PM	1	3
THURSDAY	3/7/2013	3PM	6:30PM	1	2.5
FRIDAY	3/8/2013	4PM	7PM	1	2
SATURDAY	3/9/2013	10AM	5PM	2	5
SUNDAY	3/10/2013	11AM	5PM	2	4

WORKWEEK HOURS TOTAL: 19.5

EMPLOYEE SIGNATURE:

Confidential

PAY: $340.00
DRAWS: $0.00
NET: $340.00

NAME: MARIO CAMPOS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/5/2013	1PM	5PM	1	3
WEDNESDAY	3/6/2013	1PM	5PM	1	3
THURSDAY	3/7/2013	6:30PM	10PM	1	2.5
FRIDAY	3/8/2013	7PM	10PM	1	2
SATURDAY	3/9/2013	5PM	11PM	2	4
SUNDAY	3/10/2013	5PM	11PM	2	4

WORKWEEK HOURS TOTAL: 18.5

EMPLOYEE SIGNATURE:

Confidential

PAY: $650.00
DRAWS: $300.00
NET: $350.00

NAME: RON COON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/5/2013	1PM	5PM	1	3
WEDNESDAY	3/6/2013	1PM	5PM	1	3
THURSDAY	3/7/2013	6:30PM	10PM	1	2.5
FRIDAY	3/8/2013	7PM	10PM	1	2
SATURDAY	3/9/2013	5PM	11PM	2	4
SUNDAY	3/10/2013	5PM	11PM	2	4

WORKWEEK HOURS TOTAL: 18.5

EMPLOYEE SIGNATURE:

Confidential

PAY: $325.00
DRAWS: $40.00
NET: $285.00

NAME: MIGUEL GALLEGOS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013		OFF	0	0
TUESDAY	3/5/2013	1PM	5PM	1	3
WEDNESDAY	3/6/2013	1PM	5PM	1	3
THURSDAY	3/7/2013	6:30PM	10PM	1	2.5
FRIDAY	3/8/2013	7PM	10PM	1	2
SATURDAY	3/9/2013	5PM	11PM	2	4
SUNDAY	3/10/2013	5PM	11PM	2	4

WORKWEEK HOURS TOTAL: 18.5

EMPLOYEE SIGNATURE:

Confidential

PAY: $355.00
DRAWS: $0.00
NET: $355.00

NAME: MARIANO GONZALEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/5/2013	9AM	1PM	1	3
WEDNESDAY	3/6/2013	9AM	1PM	1	3
THURSDAY	3/7/2013	3PM	6:30PM	1	2.5
FRIDAY	3/8/2013	4PM	7PM	1	2
SATURDAY	3/9/2013	10AM	5PM	2	5
SUNDAY	3/10/2013	11AM	5PM	2	4

WORKWEEK HOURS TOTAL: 19.5

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: U NGUYEN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/5/2013	1PM	5PM	1	3
WEDNESDAY	3/6/2013	1PM	5PM	1	3
THURSDAY	3/7/2013	6:30PM	10PM	1	2.5
FRIDAY	3/8/2013	7PM	10PM	1	2
SATURDAY	3/9/2013	5PM	11PM	2	4
SUNDAY	3/10/2013	5PM	11PM	2	4

WORKWEEK HOURS TOTAL: 18.5

EMPLOYEE SIGNATURE: Confidential

PAY: $425.00
DRAWS: $0.00
NET: $425.00

NAME: ELIX SILVA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/5/2013	1PM	5PM	1	3
WEDNESDAY	3/6/2013	1PM	5PM	1	3
THURSDAY	3/7/2013	6:30PM	10PM	1	2.5
FRIDAY	3/8/2013	7PM	10PM	1	2
SATURDAY	3/9/2013	5PM	11PM	2	4
SUNDAY	3/10/2013	5PM	11PM	2	4

WORKWEEK HOURS TOTAL: 18.5

EMPLOYEE SIGNATURE: Confidential

PAY: $425.00
DRAWS: $120.00
NET: $305.00

NAME: JOSE SALAZAR

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/5/2013	1PM	5PM	1	3
WEDNESDAY	3/6/2013	1PM	5PM	1	3
THURSDAY	3/7/2013	6:30PM	10PM	1	2.5
FRIDAY	3/8/2013	7PM	10PM	1	2
SATURDAY	3/9/2013	5PM	11PM	2	4
SUNDAY	3/10/2013	5PM	11PM	2	4

WORKWEEK HOURS TOTAL: 18.5

EMPLOYEE SIGNATURE: Confidential

PAY: $400.00
DRAWS: $0.00
NET: $400.00

NAME: CLEMENTE PENA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/5/2013	1PM	5PM	1	3
WEDNESDAY	3/6/2013	1PM	5PM	1	3
THURSDAY	3/7/2013	6:30PM	10PM	1	2.5
FRIDAY	3/8/2013	7PM	10PM	1	2
SATURDAY	3/9/2013	5PM	11PM	2	4
SUNDAY	3/10/2013	5PM	11PM	2	4

WORKWEEK HOURS TOTAL: 18.5

EMPLOYEE SIGNATURE: Confidential

PAY: $1,000.00
DRAWS: $0.00
NET: $1,000.00

NAME: PAUL FARNUM

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/5/2013	9AM	1PM	1	3
WEDNESDAY	3/6/2013	9AM	1PM	1	3
THURSDAY	3/7/2013	3PM	6:30PM	1	2.5
FRIDAY	3/8/2013	4PM	7PM	1	2
SATURDAY	3/9/2013	10AM	5PM	2	5
SUNDAY	3/10/2013	11AM	5PM	2	4

WORKWEEK HOURS TOTAL: 19.5

EMPLOYEE SIGNATURE: Confidential

PAY: $500.00
DRAWS: $0.00
NET: $500.00

NAME: BOB FARLEY

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013				
TUESDAY	3/5/2013		SEE DRIVER		
WEDNESDAY	3/6/2013		LOGS FOR		
THURSDAY	3/7/2013		HOURS		
FRIDAY	3/8/2013				
SATURDAY	3/9/2013				
SUNDAY	3/10/2013				

WORKWEEK HOURS TOTAL: 0

EMPLOYEE SIGNATURE: Confidential

PAY: $1,500.00
DRAWS: $0.00
NET: $1,500.00

NAME: MANUEL MARTINEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/5/2013	1PM	5PM	1	3
WEDNESDAY	3/6/2013	1PM	5PM	1	3
THURSDAY	3/7/2013	6:30PM	10PM	1	2.5
FRIDAY	3/8/2013	7PM	10PM	1	2
SATURDAY	3/9/2013	5PM	11PM	2	4
SUNDAY	3/10/2013	5PM	11PM	2	4

WORKWEEK HOURS TOTAL: 76.5

EMPLOYEE SIGNATURE: Confidential

Confidential

Butler's Exh. 26, p. 418

PAY: $500.00
DRAWS: $0.00
NET: $500.00

NAME: JERONIMO GUZMAN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013				
TUESDAY	3/5/2013		SEE DRIVER		
WEDNESDAY	3/6/2013		LOGS FOR		
THURSDAY	3/7/2013		HOURS		
FRIDAY	3/8/2013				
SATURDAY	3/9/2013				
SUNDAY	3/10/2013				

WORKWEEK HOURS TOTAL: 0

EMPLOYEE SIGNATURE:

Confidential

PAY: $650.00
DRAWS: $0.00
NET: $650.00

NAME: GREGORIO HERNANDEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/5/2013	9AM	1PM	1	3
WEDNESDAY	3/6/2013	9AM	1PM	1	3
THURSDAY	3/7/2013	3PM	6:30PM	1	2.5
FRIDAY	3/8/2013	4PM	7PM	1	2
SATURDAY	3/9/2013	10AM	5PM	2	5
SUNDAY	3/10/2013	11AM	5PM	2	4

WORKWEEK HOURS TOTAL: 19.5

EMPLOYEE SIGNATURE:

Confidential

PAY: $325.00
DRAWS: $40.00
NET: $285.00

NAME: INOCENIO ZEPEDA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/5/2013	9AM	1PM	1	3
WEDNESDAY	3/6/2013	9AM	1PM	1	3
THURSDAY	3/7/2013	3PM	6:30PM	1	2.5
FRIDAY	3/8/2013	4PM	7PM	1	2
SATURDAY	3/9/2013	10AM	5PM	2	5
SUNDAY	3/10/2013	11AM	5PM	2	4

WORKWEEK HOURS TOTAL: 19.5

EMPLOYEE SIGNATURE:

Confidential

PAY: $325.0
DRAWS: $0.0
NET: $325.0

NAME: RUDY ALEMAN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/5/2013	9AM	1PM	1	3
WEDNESDAY	3/6/2013	9AM	1PM	1	3
THURSDAY	3/7/2013	3PM	6:30PM	1	2.5
FRIDAY	3/8/2013	4PM	7PM	1	2
SATURDAY	3/9/2013	10AM	5PM	2	5
SUNDAY	3/10/2013	11AM	5PM	2	4

WORKWEEK HOURS TOTAL: 19.5

EMPLOYEE SIGNATURE:

Confidential

PAY: $340.00
DRAWS: $0.00
NET: $340.00

NAME: SERGIO MARTINEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/5/2013	9AM	1PM	1	3
WEDNESDAY	3/6/2013	9AM	1PM	1	3
THURSDAY	3/7/2013	3PM	6:30PM	1	2.5
FRIDAY	3/8/2013	4PM	7PM	1	2
SATURDAY	3/9/2013	10AM	5PM	2	5
SUNDAY	3/10/2013	11AM	5PM	2	4

WORKWEEK HOURS TOTAL: 19.5

EMPLOYEE SIGNATURE:

Confidential

PAY: $3..
DRAWS: $187.00
NET: $138.00

NAME: STEVEN BINNEBOSE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/5/2013	9AM	1PM	1	3
WEDNESDAY	3/6/2013	9AM	1PM	1	3
THURSDAY	3/7/2013	3PM	6:30PM	1	2.5
FRIDAY	3/8/2013	4PM	7PM	1	2
SATURDAY	3/9/2013	10AM	5PM	2	5
SUNDAY	3/10/2013	11AM	5PM	2	4

WORKWEEK HOURS TOTAL: 19.5

EMPLOYEE SIGNATURE:

Confidential

PAY: $325.00
DRAWS: $20.00
NET: $305.00

NAME: BRIAN LONG

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/5/2013	1PM	5PM	1	3
WEDNESDAY	3/6/2013	1PM	5PM	1	3
THURSDAY	3/7/2013	6:30PM	10PM	1	2.5
FRIDAY	3/8/2013	7PM	10PM	1	2
SATURDAY	3/9/2013	5PM	11PM	2	4
SUNDAY	3/10/2013	5PM	11PM	2	4

WORKWEEK HOURS TOTAL: 18.5

EMPLOYEE SIGNATURE:

Confidential

PAY: $650.00
DRAWS: $0.00
NET: $650.00

NAME: FRANK MMOBLEY

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013				
TUESDAY	3/5/2013		SEE DRIVER		
WEDNESDAY	3/6/2013		LOGS FOR		
THURSDAY	3/7/2013		HOURS		
FRIDAY	3/8/2013				
SATURDAY	3/9/2013				
SUNDAY	3/10/2013				

WORKWEEK HOURS TOTAL:

EMPLOYEE SIGNATURE:

Confidential

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PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: FRANCISCO MENDOZA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/5/2013	9AM	1PM	1	3
WEDNESDAY	3/6/2013	9AM	1PM	1	3
THURSDAY	3/7/2013	3PM	6:30PM	1	2.5
FRIDAY	3/8/2013	4PM	7PM	1	2
SATURDAY	3/9/2013	10AM	5PM	2	5
SUNDAY	3/10/2013	11AM	5PM	2	4

WORKWEEK HOURS TOTAL: 19.5

EMPLOYEE SIGNATURE:

Confidential

PAY: $375.00
DRAWS: $50.00
NET: $525.00

NAME: [illegible]NNIE BROWN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/5/2013	1PM	5PM	1	3
WEDNESDAY	3/6/2013	1PM	5PM	1	3
THURSDAY	3/7/2013	6:30PM	10PM	1	2.5
FRIDAY	3/8/2013	7PM	10PM	1	2
SATURDAY	3/9/2013	5PM	11PM	2	4
SUNDAY	3/10/2013	5PM	11PM	2	4

WORKWEEK HOURS TOTAL: 18.5

EMPLOYEE SIGNATURE:

Confidential

PAY: $325.00
DRAWS: $160.00
NET: $165.00

NAME: CURTIS SUTTON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/5/2013	9AM	1PM	1	3
WEDNESDAY	3/6/2013	9AM	1PM	1	3
THURSDAY	3/7/2013	3PM	6:30PM	1	2.5
FRIDAY	3/8/2013	4PM	7PM	1	2
SATURDAY	3/9/2013	10AM	5PM	2	5
SUNDAY	3/10/2013	11AM	5PM	2	4

WORKWEEK HOURS TOTAL: 19.5

EMPLOYEE SIGNATURE:

Confidential

PAY: $375.00
DRAWS: $40.00
NET: $335.00

NAME: CARLOS HERRERA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/5/2013	9AM	1PM	1	3
WEDNESDAY	3/6/2013	9AM	1PM	1	3
THURSDAY	3/7/2013	3PM	6:30PM	1	2.5
FRIDAY	3/8/2013	4PM	7PM	1	2
SATURDAY	3/9/2013	10AM	5PM	2	5
SUNDAY	3/10/2013	11AM	5PM	2	4

WORKWEEK HOURS TOTAL: 19.5

EMPLOYEE SIGNATURE:

Confidential

PAY: $325.00
DRAWS: $80.00
NET: $245.00

NAME: DANNY LOWER

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013		OFF	0	0
TUESDAY	3/5/2013	9AM	1PM	1	3
WEDNESDAY	3/6/2013	9AM	1PM	1	3
THURSDAY	3/7/2013	3PM	6:30PM	1	2.5
FRIDAY	3/8/2013	4PM	7PM	1	2
SATURDAY	3/9/2013	10AM	5PM	2	5
SUNDAY	3/10/2013	11AM	5PM	2	4

WORKWEEK HOURS TOTAL: 19.5

EMPLOYEE SIGNATURE:

Confidential

PAY: $325.00
DRAWS: $40.00
NET: $285.00

NAME: ATENODORO MIRANDA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/5/2013	9AM	1PM	1	3
WEDNESDAY	3/6/2013	9AM	1PM	1	3
THURSDAY	3/7/2013	3PM	6:30PM	1	2.5
FRIDAY	3/8/2013	4PM	7PM	1	2
SATURDAY	3/9/2013	10AM	5PM	2	5
SUNDAY	3/10/2013	11AM	5PM	2	4

WORKWEEK HOURS TOTAL: 19.5

EMPLOYEE SIGNATURE:

Confidential

PAY: $325.00
DRAWS: $80.00
NET: $245.00

NAME: JOSE HERNANDEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/5/2013	9AM	1PM	1	3
WEDNESDAY	3/6/2013	9AM	1PM	1	3
THURSDAY	3/7/2013	3PM	6:30PM	1	2.5
FRIDAY	3/8/2013	4PM	7PM	1	2
SATURDAY	3/9/2013	10AM	5PM	2	5
SUNDAY	3/10/2013	11AM	5PM	2	4

WORKWEEK HOURS TOTAL: 19.5

EMPLOYEE SIGNATURE:

Confidential

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: ENRIQUE CAMPOS LUNA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/5/2013	1PM	5PM	1	3
WEDNESDAY	3/6/2013	1PM	5PM	1	3
THURSDAY	3/7/2013	6:30PM	10PM	1	2.5
FRIDAY	3/8/2013	7PM	10PM	1	2
SATURDAY	3/9/2013	5PM	11PM	2	4
SUNDAY	3/10/2013	5PM	11PM	2	4

WORKWEEK HOURS TOTAL: 18.5

EMPLOYEE SIGNATURE:

Confidential

Butler's Exh. [illegible]420

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Butler000420

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: ESTEBAN DE LA CRUZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/5/2013	9AM	1PM	1	3
WEDNESDAY	3/6/2013	9AM	1PM	1	3
THURSDAY	3/7/2013	3PM	6:30PM	1	2.5
FRIDAY	3/8/2013	4PM	7PM	1	2
SATURDAY	3/9/2013	10AM	5PM	2	5
SUNDAY	3/10/2013	11AM	5PM	2	4

WORKWEEK HOURS TOTAL: 19.5

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $175.00
NET: $150.00

NAME: KEVIN LYNCH

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/5/2013	1PM	5PM	1	3
WEDNESDAY	3/6/2013	1PM	5PM	1	3
THURSDAY	3/7/2013	6:30PM	10PM	1	2.5
FRIDAY	3/8/2013	7PM	10PM	1	2
SATURDAY	3/9/2013	5PM	11PM	2	4
SUNDAY	3/10/2013	5PM	11PM	2	4

WORKWEEK HOURS TOTAL: 18.5

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $150.00
NET: $175.00

NAME: RAMIRO SANCHEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/5/2013	9AM	1PM	1	3
WEDNESDAY	3/6/2013	9AM	1PM	1	3
THURSDAY	3/7/2013	3PM	6:30PM	1	2.5
FRIDAY	3/8/2013	4PM	7PM	1	2
SATURDAY	3/9/2013	10AM	5PM	2	5
SUNDAY	3/10/2013	11AM	5PM	2	4

WORKWEEK HOURS TOTAL: 19.5

EMPLOYEE SIGNATURE: Confidential

PAY: $350.00
DRAWS: $40.00
NET: $310.00

NAME: VICENTE MARTINEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/5/2013	1PM	5PM	1	3
WEDNESDAY	3/6/2013	1PM	5PM	1	3
THURSDAY	3/7/2013	6:30PM	10PM	1	2.5
FRIDAY	3/8/2013	7PM	10PM	1	2
SATURDAY	3/9/2013	5PM	11PM	2	4
SUNDAY	3/10/2013	5PM	11PM	2	4

WORKWEEK HOURS TOTAL: 18.5

EMPLOYEE SIGNATURE: Confidential

PAY: $400.00
DRAWS: $0.00
NET: $400.00

NAME: CARLOS PERDOMO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/5/2013	1PM	5PM	1	3
WEDNESDAY	3/6/2013	1PM	5PM	1	3
THURSDAY	3/7/2013	6:30PM	10PM	1	2.5
FRIDAY	3/8/2013	7PM	10PM	1	2
SATURDAY	3/9/2013	5PM	11PM	2	4
SUNDAY	3/10/2013	5PM	11PM	2	4

WORKWEEK HOURS TOTAL: 18.5

EMPLOYEE SIGNATURE: Confidential

PAY: $278.57
DRAWS: $160.00
NET: $118.57

NAME: JAMES STEMKER

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013		OFF	0	0
TUESDAY	3/5/2013		OFF	0	0
WEDNESDAY	3/6/2013	9AM	1PM	1	3
THURSDAY	3/7/2013	3PM	6:30PM	1	2.5
FRIDAY	3/8/2013	4PM	7PM	1	2
SATURDAY	3/9/2013	10AM	5PM	2	5
SUNDAY	3/10/2013	11AM	5PM	2	4

WORKWEEK HOURS TOTAL: 16.5

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: OMAR ARELLANO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/5/2013	9AM	1PM	1	3
WEDNESDAY	3/6/2013	9AM	1PM	1	3
THURSDAY	3/7/2013	3PM	6:30PM	1	2.5
FRIDAY	3/8/2013	4PM	7PM	1	2
SATURDAY	3/9/2013	10AM	5PM	2	5
SUNDAY	3/10/2013	11AM	5PM	2	4

WORKWEEK HOURS TOTAL: 19.5

EMPLOYEE SIGNATURE: Confidential

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: CRECENCIANO PENA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/5/2013	9AM	1PM	1	3
WEDNESDAY	3/6/2013	9AM	1PM	1	3
THURSDAY	3/7/2013	3PM	6:30PM	1	2
FRIDAY	3/8/2013	4PM	7PM	1	
SATURDAY	3/9/2013	10AM	5PM	2	5
SUNDAY	3/10/2013	11AM	5PM	2	4

WORKWEEK HOURS TOTAL: 19.5

EMPLOYEE SIGNATURE: Confidential

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PAY: $375.00
DRAWS: $160.00
NET: $215.00

NAME: RONNIE BROWN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/5/2013	9AM	1PM	1	3
WEDNESDAY	3/6/2013	9AM	1PM	1	3
THURSDAY	3/7/2013	3PM	6:30PM	1	2.5
FRIDAY	3/8/2013	4PM	7PM	1	2
SATURDAY	3/9/2013	10AM	5PM	2	5
SUNDAY	3/10/2013	11AM	5PM	2	4

WORKWEEK HOURS TOTAL: 19.5

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $160.00
NET: $165.00

NAME: JOHN GEORGE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/5/2013	9AM	1PM	1	3
WEDNESDAY	3/6/2013	9AM	1PM	1	3
THURSDAY	3/7/2013	3PM	6:30PM	1	2.5
FRIDAY	3/8/2013	4PM	7PM	1	2
SATURDAY	3/9/2013	10AM	5PM	2	5
SUNDAY	3/10/2013	11AM	5PM	2	4

WORKWEEK HOURS TOTAL: 19.5

EMPLOYEE SIGNATURE: Confidential

PAY: $360.00
DRAWS: $80.00
NET: $280.00

NAME: GERMAN CALDERON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/5/2013	9AM	1PM	1	3
WEDNESDAY	3/6/2013	9AM	1PM	1	3
THURSDAY	3/7/2013	3PM	6:30PM	1	2.5
FRIDAY	3/8/2013	4PM	7PM	1	2
SATURDAY	3/9/2013	10AM	5PM	2	5
SUNDAY	3/10/2013	11AM	5PM	2	4

WORKWEEK HOURS TOTAL: 19.5

EMPLOYEE SIGNATURE: Confidential

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: JOSE CASTRO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/5/2013	1PM	5PM	1	3
WEDNESDAY	3/6/2013	1PM	5PM	1	3
THURSDAY	3/7/2013	6:30PM	10PM	1	2.5
FRIDAY	3/8/2013	7PM	10PM	1	2
SATURDAY	3/9/2013	5PM	11PM	2	4
SUNDAY	3/10/2013	5PM	11PM	2	4

WORKWEEK HOURS TOTAL: 18.5

EMPLOYEE SIGNATURE: Confidential

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: RAUL SEDANO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/5/2013	9AM	1PM	1	3
WEDNESDAY	3/6/2013	9AM	1PM	1	3
THURSDAY	3/7/2013	3PM	6:30PM	1	2.5
FRIDAY	3/8/2013	4PM	7PM	1	2
SATURDAY	3/9/2013	10AM	5PM	2	5
SUNDAY	3/10/2013	11AM	5PM	2	4

WORKWEEK HOURS TOTAL: 19.5

EMPLOYEE SIGNATURE: Confidential

PAY: $350.00
DRAWS: $260.00
NET: $90.00

NAME: MARK BOOTH

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/5/2013	9AM	1PM	1	3
WEDNESDAY	3/6/2013	9AM	1PM	1	3
THURSDAY	3/7/2013	3PM	6:30PM	1	2.5
FRIDAY	3/8/2013	4PM	7PM	1	2
SATURDAY	3/9/2013	10AM	5PM	2	5
SUNDAY	3/10/2013	11AM	5PM	2	4

WORKWEEK HOURS TOTAL: 19.5

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $40.00
NET: $285.00

NAME: JOSE CARMONA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/5/2013	1PM	5PM	1	3
WEDNESDAY	3/6/2013	1PM	5PM	1	3
THURSDAY	3/7/2013	6:30PM	10PM	1	2.5
FRIDAY	3/8/2013	7PM	10PM	1	2
SATURDAY	3/9/2013	5PM	11PM	2	4
SUNDAY	3/10/2013	5PM	11PM	2	4

WORKWEEK HOURS TOTAL: 18.5

EMPLOYEE SIGNATURE: Confidential

Confidential

PAY: $400.00
DRAWS: $40.00
NET: $360.00

NAME: TIM HUCKABA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013				
TUESDAY	3/5/2013		SEE DRIVER		
WEDNESDAY	3/6/2013		LOGS FOR		
THURSDAY	3/7/2013		HOURS		
FRIDAY	3/8/2013				
SATURDAY	3/9/2013				
SUNDAY	3/10/2013				

WORKWEEK HOURS TOTAL: 0

EMPLOYEE SIGNATURE: Confidential

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PAY: $325.00
DRAWS: $80.00
NET: $245.00

NAME: IRVING PORTILLA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/5/2013	9AM	1PM	1	3
WEDNESDAY	3/6/2013	9AM	1PM	1	3
THURSDAY	3/7/2013	3PM	6:30PM	1	2.5
FRIDAY	3/8/2013	4PM	7PM	1	2
SATURDAY	3/9/2013	10AM	5PM	2	5
SUNDAY	3/10/2013	11AM	5PM	2	4

WORKWEEK HOURS TOTAL: 19.5

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $40.00
NET: $285.00

NAME: CALEPH ELDRIDGE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/5/2013	9AM	1PM	1	3
WEDNESDAY	3/6/2013	9AM	1PM	1	3
THURSDAY	3/7/2013	3PM	6:30PM	1	2.5
FRIDAY	3/8/2013	4PM	7PM	1	2
SATURDAY	3/9/2013	10AM	5PM	2	5
SUNDAY	3/10/2013	11AM	5PM	2	4

WORKWEEK HOURS TOTAL: 19.5

EMPLOYEE SIGNATURE: Confidential

PAY: $400.00
DRAWS: $350.00
NET: $50.00

NAME: STANLEY YATES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/5/2013	1PM	5PM	1	3
WEDNESDAY	3/6/2013	1PM	5PM	1	3
THURSDAY	3/7/2013	6:30PM	10PM	1	2.5
FRIDAY	3/8/2013	7PM	10PM	1	2
SATURDAY	3/9/2013	5PM	11PM	2	4
SUNDAY	3/10/2013	5PM	11PM	2	4

WORKWEEK HOURS TOTAL: 18.5

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: EDGAR PEREZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/5/2013	1PM	5PM	1	3
WEDNESDAY	3/6/2013	1PM	5PM	1	3
THURSDAY	3/7/2013	6:30PM	10PM	1	2.5
FRIDAY	3/8/2013	7PM	10PM	1	2
SATURDAY	3/9/2013	5PM	11PM	2	4
SUNDAY	3/10/2013	5PM	11PM	2	4

WORKWEEK HOURS TOTAL: 18.5

EMPLOYEE SIGNATURE: Confidential

PAY: $600.00
DRAWS: $0.00
NET: $600.00

NAME: JIMMY JOHNSON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013				
TUESDAY	3/5/2013		SEE DRIVER	0	0
WEDNESDAY	3/6/2013		LOGS FOR	0	0
THURSDAY	3/7/2013		HOURS	0	0
FRIDAY	3/8/2013				
SATURDAY	3/9/2013				
SUNDAY	3/10/2013				

WORKWEEK HOURS TOTAL: 0

EMPLOYEE SIGNATURE: Confidential

Confidential

PAY: $325.00
DRAWS: $3...

NAME: JIM OLINSKE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013				
TUESDAY	3/5/2013		SEE DRIVER		
WEDNESDAY	3/6/2013		LOGS FOR		
THURSDAY	3/7/2013		HOURS		
FRIDAY	3/8/2013				
SATURDAY	3/9/2013				
SUNDAY	3/10/2013				

WORKWEEK HOURS TOTAL: 0

EMPLOYEE SIGNATURE:

PAY: $350.00
DRAWS: $80.00
NET: $270.00

NAME: JOAN HERRERA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/5/2013	1PM	5PM	1	3
WEDNESDAY	3/6/2013	1PM	5PM	1	3
THURSDAY	3/7/2013	6:30PM	10PM	1	2.5
FRIDAY	3/8/2013	7PM	10PM	1	2
SATURDAY	3/9/2013	5PM	11PM	2	4
SUNDAY	3/10/2013	5PM	11PM	2	4

WORKWEEK HOURS TOTAL: 18.5

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $160.00
NET: $165.00

NAME: RICKY LAJOICES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/5/2013	1PM	5PM	1	3
WEDNESDAY	3/6/2013	1PM	5PM	1	3
THURSDAY	3/7/2013	6:30PM	10PM	1	2.5
FRIDAY	3/8/2013	7PM	10PM	1	2
SATURDAY	3/9/2013	5PM	11PM	2	4
SUNDAY	3/10/2013	5PM	11PM	2	4

WORKWEEK HOURS TOTAL: 18.5

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: ALEJANDRO PEREZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/5/2013	1PM	5PM	1	3
WEDNESDAY	3/6/2013	1PM	5PM	1	3
THURSDAY	3/7/2013	6:30PM	10PM	1	2.5
FRIDAY	3/8/2013	7PM	10PM	1	2
SATURDAY	3/9/2013	5PM	11PM	2	4
SUNDAY	3/10/2013	5PM	11PM	2	4

WORKWEEK HOURS TOTAL: 18.5

EMPLOYEE SIGNATURE:

Confidential

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: LAZARO QUIJANO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/5/2013	1PM	5PM	1	3
WEDNESDAY	3/6/2013	1PM	5PM	1	3
THURSDAY	3/7/2013	6:30PM	10PM	1	2.5
FRIDAY	3/8/2013	7PM	10PM	1	2
SATURDAY	3/9/2013	5PM	11PM	2	4
SUNDAY	3/10/2013	5PM	11PM	2	4

WORKWEEK HOURS TOTAL: 18.5

EMPLOYEE SIGNATURE:

Confidential

Confidential

PAY: $375.00
DRAWS: $40.00
NET: $335.00

NAME: FERNANDO SALAS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/5/2013	9AM	1PM	1	3
WEDNESDAY	3/6/2013	9AM	1PM	1	3
THURSDAY	3/7/2013	9 A.M	6:30PM	1	2.5
FRIDAY	3/8/2013	4PM	7PM	1	2
SATURDAY	3/9/2013	10AM	5PM	2	5
SUNDAY	3/10/2013	11AM	5PM	2	4

WORKWEEK HOURS TOTAL: 19.5

EMPLOYEE SIGNATURE:

Confidential

Confidential

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: BONIFACIO QUIJANO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/5/2013	1PM	5PM	1	3
WEDNESDAY	3/6/2013	1PM	5PM	1	3
THURSDAY	3/7/2013	6:30PM	10PM	1	2.5
FRIDAY	3/8/2013	7PM	10PM	1	2
SATURDAY	3/9/2013	5PM	11PM	2	4
SUNDAY	3/10/2013	5PM	11PM	2	4

WORKWEEK HOURS TOTAL: 18.5

EMPLOYEE SIGNATURE:

Confidential

PAY: $500.00
DRAWS: $90.00
NET: $410.00

NAME: KRISTINE VILLA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/5/2013	9AM	1PM	1	3
WEDNESDAY	3/6/2013	9AM	1PM	1	3
THURSDAY	3/7/2013	3PM	6:30PM	1	2.5
FRIDAY	3/8/2013	4PM	7PM	1	2
SATURDAY	3/9/2013	10AM	5PM	2	5
SUNDAY	3/10/2013	11AM	5PM	2	4

WORKWEEK HOURS TOTAL: 19.5

EMPLOYEE SIGNATURE:

Confidential

PAY: $325.00
DRAWS: $120.00
NET: $205.00

NAME: KAYELEE FARNUM

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/5/2013	1PM	5PM	1	3
WEDNESDAY	3/6/2013	1PM	5PM	1	3
THURSDAY	3/7/2013	6:30PM	10PM	1	2.5
FRIDAY	3/8/2013	7PM	10PM	1	2
SATURDAY	3/9/2013	5PM	11PM	2	4
SUNDAY	3/10/2013	5PM	11PM	2	4

WORKWEEK HOURS TOTAL: 18.5

EMPLOYEE SIGNATURE:

Confidential

payroll records

CHANDLER

2013

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03/04/2013 -
03/10/2013 -

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Butler000425

LOCATION: CHANDLER
WEEK ENDING: 3/10/2013

GROSS PAY: 285

NAME: Yvonne Yarbary

SIGNATURE: Confidential

LOCATION: CHANDLER
WEEK ENDING: 3/10/2013

GROSS PAY: 305.

NAME: Ollie Murray

SIGNATURE: Confidential

LOCATION: CHANDLER
WEEK ENDING: 3/10/2013

GROSS PAY: 290.

NAME: Jamie Dandridge

SIGNATURE: Confidential

LOCATION: CHANDLER
WEEK ENDING: 3/10/2013

GROSS PAY: 290.-

NAME: Donna Robinson

SIGNATURE: Confidential

LOCATION CHANDLER
WEEK ENDING: 3/10/2013

GROSS PAY: 270.-

NAME: Bobbie Ewell

SIGNATURE: Confidential

LOCATION: CHANDLER
WEEK ENDING: 3/10/2013

GROSS PAY: 222.

NAME: Barbara Williams

SIGNATURE: Confidential

LOCATION: CHANDL
WEEK ENDING: 3/10/2013

GROSS PAY: 280.00

NAME: Jessica

SIGNATURE: Confidential

CATION: CHANDLER
'EEK ENDING: 3/10/2013

GROSS PAY: 300.

NAME: Jessi T.

SIGNATURE Confidential

LOCATION: CHANDLER
WEEK ENDING: 3/10/2013

GROSS PAY: 295.

NAME: Angela H.

SIGNATURE: Confidential

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LOCATION: **CHANDLER**
WEEK ENDING: ***3/10/2013***

GROSS PAY: 295.

NAME: John T.

SIGNATURE: Confidential

LOCATION **CHANDLER**
WEEK ENDING: ***3/10/2013***

GROSS PAY: 291.50

NAME: Debra Watkins

SIGNATURE: Confidential

LOCATION: **CHANDLER**
WEEK ENDING: ***3/10/2013***

GROSS PAY: 270.-

NAME: Yvette Martinez

SIGNATURE: Confidential

LOCATION **CHANDLER**
WEEK ENDING: ***3/10/2013***

GROSS PAY: 250.

NAME: Karen Harris

SIGNATURE: Confidential

LOCATION: **CHANDLER**
WEEK ENDING: ***3/10/2013***

GROSS PAY: 205.

NAME: Julie G.

SIGNATURE: Confidential

LOCATION **CHANDLER**
WEEK ENDING: ***3/10/2013***

GROSS PAY: 270.

NAME: Tina Lemere

SIGNATURE: Confidential

LOCATION: **CHANDLER**
WEEK ENDING: ***3/10/2013***

GROSS PAY: 250.

NAME: Kristi J.

SIGNATURE: Confidential

LOCATION: **CHANDLER**
WEEK ENDING: ***3/10/2013***

220
176
GROSS PAY:

NAME: April Castellani

SIGNATURE: Confidential

LOCATION: **CHANDLER**
WEEK ENDING: ***3/10/2013***

GROSS PAY: 260.

NAME: Julie Jones

SIGNATURE: X Confidential

LOCATION **CHANDLER**
WEEK ENDING: ***3/10/2013***

GROSS PAY: $2,250

NAME: MATT STILLWELL

SIGNATURE: Confidential

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PAY: $500.00
DRAWS: $0.00
NET: $500.00

NAME: RON PIERCE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOU
MONDAY	2/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	2/26/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	2/27/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	2/28/2013	4 p.m.	10 P.M.	3	3
FRIDAY	3/1/2013	4 p.m.	10 P.M.	2	4
SATURDAY	3/2/2013	10 A.M	11 P.M.	6	7
SUNDAY	3/3/2013	11 A.M	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 35.5

EMPLOYEE SIGNATURE:

PAY: $900.00
DRAWS: $0.00
NET: $900.00

NAME: RON QUINT

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/7/2013	OFF	OFF	0	0
FRIDAY	3/8/2013	OFF	OFF	0	0
SATURDAY	3/9/2013	OFF	OFF	0	0
SUNDAY	3/10/2013	10 P.M.	12 A.M.	0	2

WORKWEEK HOURS TOTAL: 17

EMPLOYEE SIGNATURE:

Confidential

PAY: $1,000.00
DRAWS: $0.00
NET: $1,000.00

NAME: DREW BUDIMIR

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	3	5
THURSDAY	3/7/2013	9 A.M	5 P.M.	3.5	4.5
FRIDAY	3/8/2013	1 P.M.	10 P.M.	5	4
SATURDAY	3/9/2013	9 A.M	11 P.M.	8	6
SUNDAY	3/10/2013	9 A.M	12 A.M.	8	7

WORKWEEK HOURS TOTAL: 35.5

EMPLOYEE SIGNATURE:

Butler'

Confidential

PAY: $400.00
DRAWS: $0.00
NET: $400.00

NAME: JERRY SOOTER

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	3	5
THURSDAY	3/7/2013	9 A.M	5 P.M.	4	4
FRIDAY	3/8/2013	1 P.M.	10 P.M.	4	5
SATURDAY	3/9/2013	9 A.M	11 P.M.	8	6
SUNDAY	3/10/2013	9 A.M	12 A.M.	8	7

WORKWEEK HOURS TOTAL: 36

EMPLOYEE SIGNATURE: [redacted] Confidential

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: ALFONSO MENDOZA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/7/2013	9 A.M	5 P.M.	3.5	4.5
FRIDAY	3/8/2013	1 P.M.	10 P.M.	4	5
SATURDAY	3/9/2013	9 A.M	11 P.M.	7	7
SUNDAY	3/10/2013	9 A.M	12 A.M.	8	7

WORKWEEK HOURS TOTAL: 38

EMPLOYEE SIGNATURE: [redacted] Confidential

PAY: $350.00
DRAWS:
NET: $350.00

NAME: DIONISIO DOROTEO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/7/2013	9 A.M	5 P.M.	3.5	4.5
FRIDAY	3/8/2013	1 P.M.	10 P.M.	5	4
SATURDAY	3/9/2013	9 A.M	11 P.M.	7	7
SUNDAY	3/10/2013	9 A.M	12 A.M.	8	7

WORKWEEK HOURS TOTAL: 37.5

EMPLOYEE SIGNATURE: [redacted] Confidential

PAY: $500.00
DRAWS: $0.00
NET: $500.00

NAME: JOSE IVAN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	3	5
THURSDAY	3/7/2013	OFF	OFF	0	0
FRIDAY	3/8/2013	OFF	OFF	0	0
SATURDAY	3/9/2013	OFF	OFF	0	0
SUNDAY	3/10/2013	10 P.M.	12 A.M.	0	2

WORKWEEK HOURS TOTAL: 16

EMPLOYEE SIGNATURE: Confidential

PAY: $500.00
DRAWS: $0.00
NET: $500.00

NAME: DANIEL ANDRADE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/7/2013	OFF	OFF	0	0
FRIDAY	3/8/2013	OFF	OFF	0	0
SATURDAY	3/9/2013	OFF	OFF	0	0
SUNDAY	3/10/2013	10 P.M.	12 A.M.	0	2

WORKWEEK HOURS TOTAL: 17

EMPLOYEE SIGNATURE: Confidential

PAY: $375.00
DRAWS: $0.00
NET: $375.00

NAME: JAVIER HERNANDEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	3/7/2013	9 A.M	5 P.M.	5	3
FRIDAY	3/8/2013	1 P.M.	10 P.M.	5	6
SATURDAY	3/9/2013	9 A.M	11 P.M.	9	5
SUNDAY	3/10/2013	9 A.M	12 A.M.	8	7

WORKWEEK HOURS TOTAL: 37.5

EMPLOYEE SIGNATURE: Confidential

PAY: $2,000.00
DRAWS:
NET: $2,000.00

NAME: BILLY TRUAX

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/7/2013	9 A.M	5 P.M.	4	4
FRIDAY	3/8/2013	1 P.M.	10 P.M.	6	5
SATURDAY	3/9/2013	9 A.M	11 P.M.	8.5	5.5
SUNDAY	3/10/2013	9 A.M	12 A.M.	8	7

WORKWEEK HOURS TOTAL: 37

Confidential

EMPLOYEE SIGNATURE:

PAY: $425.00
DRAWS: $0.00
NET: $425.00

NAME: ALDO ROANO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/7/2013	9 A.M	5 P.M.	4	4
FRIDAY	3/8/2013	1 P.M.	10 P.M.	4	5
SATURDAY	3/9/2013	9 A.M	11 P.M.	7	7
SUNDAY	3/10/2013	9 A.M	12 A.M.	8	7

WORKWEEK HOURS TOTAL: 38

Confidential

EMPLOYEE SIGNATURE:

PAY: $375.00
DRAWS: $0.00
NET: $375.00

NAME: GERMAN ALARCON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	2.5	6
THURSDAY	3/7/2013	9 A.M	5 P.M.	4	4
FRIDAY	3/8/2013	1 P.M.	10 P.M.	5	5
SATURDAY	3/9/2013	9 A.M	11 P.M.	8.5	6
SUNDAY	3/10/2013	9 A.M	12 A.M.	8	7

WORKWEEK HOURS TOTAL: 37

Confidential

EMPLOYEE SIGNATURE:

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PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: WENDELL MINGS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	3/7/2013	9 A.M	5 P.M.	4.5	3.5
FRIDAY	3/8/2013	1 P.M.	10 P.M.	5	4
SATURDAY	3/9/2013	9 A.M	11 P.M.	8	6
SUNDAY	3/10/2013	9 A.M	12 A.M.	8	7

WORKWEEK HOURS TOTAL: 36.5

EMPLOYEE SIGNATURE: Confidential

PAY: $375.00
DRAWS: $0.00
NET: $375.00

NAME: ANDRES ANDRADE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/7/2013	9 A.M	5 P.M.	4	4
FRIDAY	3/8/2013	1 P.M.	10 P.M.	4	5
SATURDAY	3/9/2013	9 A.M	11 P.M.	7	7
SUNDAY	3/10/2013	9 A.M	12 A.M.	8	7

WORKWEEK HOURS TOTAL: 38

EMPLOYEE SIGNATURE: Confidential

PAY: $425.00
DRAWS: $0.00
NET: $425.00

NAME: ROSALINO GONZALEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/7/2013	9 A.M	5 P.M.	4	4
FRIDAY	3/8/2013	1 P.M.	10 P.M.	7	4
SATURDAY	3/9/2013	9 A.M	11 P.M.	7.5	6.5
SUNDAY	3/10/2013	9 A.M	12 A.M.	8	7

WORKWEEK HOURS TOTAL: 37

EMPLOYEE SIGNATURE: Confidential

PAY: $380.00
DRAWS: $80.00
NET: $300.00

NAME: JOSE GUITIERRZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/7/2013	9 A.M	5 P.M.	5	3
FRIDAY	3/8/2013	1 P.M.	10 P.M.	7.5	3.5
SATURDAY	3/9/2013	9 A.M	11 P.M.	6.5	7.5
SUNDAY	3/10/2013	9 A.M	12 A.M.	8	7

WORKWEEK HOURS TOTAL: 36.5

EMPLOYEE SIGNATURE: Confidential

PAY: $350.00
DRAWS: +40 $157.00
NET: $193.00

NAME: JOHNNIE FLORES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/7/2013	9 A.M	5 P.M.	5	3
FRIDAY	3/8/2013	1 P.M.	10 P.M.	4	5
SATURDAY	3/9/2013	9 A.M	11 P.M.	8	6
SUNDAY	3/10/2013	9 A.M	12 A.M.	8	7

WORKWEEK HOURS TOTAL: 36.5

EMPLOYEE SIGNATURE: Confidential

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: JUAN PUAC

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	3/7/2013	9 A.M	5 P.M.	5	3
FRIDAY	3/8/2013	1 P.M.	10 P.M.	5	6
SATURDAY	3/9/2013	9 A.M	11 P.M.	9	5
SUNDAY	3/10/2013	9 A.M	12 A.M.	8	7

WORKWEEK HOURS TOTAL: 37.5

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $40.00
NET: $285.00

NAME: APOLLOS McCOREY

DAY	DATE	IN	OUT	BREAKS	TOTAL HOU
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/7/2013	9 A.M	5 P.M.	4	4
FRIDAY	3/8/2013	1 P.M.	10 P.M.	4	5
SATURDAY	3/9/2013	9 A.M	11 P.M.	8	6
SUNDAY	3/10/2013	9 A.M	12 A.M.	8	7

WORKWEEK HOURS TOTAL: 37

EMPLOYEE SIGNATURE: Confidential

PAY: $400.00
DRAWS:
NET: $400.00

NAME: ROBERTO SANCHEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/7/2013	9 A.M	5 P.M.	5	3
FRIDAY	3/8/2013	1 P.M.	10 P.M.	7	4
SATURDAY	3/9/2013	9 A.M	11 P.M.	6.5	7.5
SUNDAY	3/10/2013	9 A.M	12 A.M.	8	7

WORKWEEK HOURS TOTAL: Confidential 37

EMPLOYEE SIGNATURE: Confidential

PAY: $450.00
DRAWS: $80.00
NET: $370.00

NAME: MIKE PITTS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	3	5
THURSDAY	3/7/2013	9 A.M	5 P.M.	3.5	4.5
FRIDAY	3/8/2013	1 P.M.	10 P.M.	5	4
SATURDAY	3/9/2013	9 A.M	11 P.M.	8	6
SUNDAY	3/10/2013	9 A.M	12 A.M.	8	7

WORKWEEK HOURS TOTAL: 35.5

EMPLOYEE SIGNATURE: Confidential

PAY: $350.00
DRAWS: 40
NET: 310 ~~$350.00~~

NAME: EDUARDO CERVANTES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/7/2013	9 A.M	5 P.M.	4	4
FRIDAY	3/8/2013	1 P.M.	10 P.M.	4	5
SATURDAY	3/9/2013	9 A.M	11 P.M.	7	7
SUNDAY	3/10/2013	9 A.M	12 A.M.	8	7

WORKWEEK HOURS TOTAL: 38

EMPLOYEE SIGNATURE: Confidential

PAY: $350.00
DRAWS: $120.00
NET: $230.00

NAME: TAYO LAMBERT

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	3/7/2013	9 A.M	5 P.M.	4	4
FRIDAY	3/8/2013	1 P.M.	10 P.M.	5	4
SATURDAY	3/9/2013	9 A.M	11 P.M.	7	7
SUNDAY	3/10/2013	9 A.M	12 A.M.	8	7

WORKWEEK HOURS TOTAL: 38

EMPLOYEE SIGNATURE: Confidential

PAY: $500.00
DRAWS: $0.00
NET: $500.00

NAME: FELIPE RENDON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/7/2013	9 A.M	5 P.M.	4	4
FRIDAY	3/8/2013	1 P.M.	10 P.M.	4	5
SATURDAY	3/9/2013	9 A.M	11 P.M.	7	7
SUNDAY	3/10/2013	9 A.M	12 A.M.	8	7

WORKWEEK HOURS TOTAL: 38

EMPLOYEE SIGNATURE: Confidential

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PAY: $450.00
DRAWS: $410.00
NET: $40.00

NAME: MIKE BROWN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOU
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/7/2013	9 A.M	5 P.M.	4	4
FRIDAY	3/8/2013	1 P.M.	10 P.M.	5	6
SATURDAY	3/9/2013	9 A.M	11 P.M.	8.5	5.5
SUNDAY	3/10/2013	9 A.M	12 A.M.	8	7

WORKWEEK HOURS TOTAL: 38

EMPLOYEE SIGNATURE: Confidential

PAY: $1,650.00
DRAWS: $0.00
NET: $1,650.00

NAME: BOBBY MERTEN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/7/2013	9 A.M	5 P.M.	4	4
FRIDAY	3/8/2013	1 P.M.	10 P.M.	6	5
SATURDAY	3/9/2013	9 A.M	11 P.M.	7.5	6.5
SUNDAY	3/10/2013	9 A.M	12 A.M.	8	7

WORKWEEK HOURS TOTAL: 37

EMPLOYEE SIGNATURE: Confidential

PAY: $500.00
DRAWS: $0.00
NET: $500.00

NAME: RON PIERCE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/7/2013	OFF	OFF	0	0
FRIDAY	3/8/2013	OFF	OFF	0	0
SATURDAY	3/9/2013	OFF	OFF	0	0
SUNDAY	3/10/2013	10 P.M.	12 A.M.	0	2

WORKWEEK HOURS TOTAL: 17.5

EMPLOYEE SIGNATURE: Confidential

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PAY: $400.00
DRAWS: $0.00
NET: $400.00

NAME: RUTILIO GUZMAN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/7/2013	9 A.M	5 P.M.	4	4
FRIDAY	3/8/2013	1 P.M.	10 P.M.	5	4
SATURDAY	3/9/2013	9 A.M	11 P.M.	7	7
SUNDAY	3/10/2013	9 A.M	12 A.M.	8	7

WORKWEEK HOURS TOTAL: 37

EMPLOYEE SIGNATURE: Confidential

PAY: $1,000.00
DRAWS: $0.00
NET: $1,000.00

NAME: TONY RENARD

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	3/7/2013	9 A.M	5 P.M.	5.5	2.5
FRIDAY	3/8/2013	1 P.M.	10 P.M.	4	5
SATURDAY	3/9/2013	9 A.M	11 P.M.	8	6
SUNDAY	3/10/2013	9 A.M	12 A.M.	8	7

WORKWEEK HOURS TOTAL: 36.5

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: DANIEL CASTRO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/7/2013	9 A.M	5 P.M.	4	4
FRIDAY	3/8/2013	1 P.M.	10 P.M.	7	4
SATURDAY	3/9/2013	9 A.M	11 P.M.	8.5	5.5
SUNDAY	3/10/2013	9 A.M	12 A.M.	8	7

WORKWEEK HOURS TOTAL: 36

EMPLOYEE SIGNATURE: Confidential

PAY: $250.00
DRAWS: $0.00
NET: $250.00

NAME: OSCAR VAZQUEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/7/2013	9 A.M	5 P.M.	4	4
FRIDAY	3/8/2013	1 P.M.	10 P.M.	4	5
SATURDAY	3/9/2013	9 A.M	11 P.M.	7	7
SUNDAY	3/10/2013	9 A.M	12 A.M.	8	7

WORKWEEK HOURS TOTAL: 38

EMPLOYEE SIGNATURE: Confidential

PAY: $425.00
DRAWS: $0.00
NET: $425.00

NAME: FLORENCIO OLIVA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/7/2013	9 A.M	5 P.M.	4	4
FRIDAY	3/8/2013	1 P.M.	10 P.M.	4	5
SATURDAY	3/9/2013	9 A.M	11 P.M.	8	6
SUNDAY	3/10/2013	9 A.M	12 A.M.	8	7

WORKWEEK HOURS TOTAL: 37

EMPLOYEE SIGNATURE: Confidential

PAY: $350.00
DRAWS: $40.00
NET: $310.00

NAME: SYBERT SLACK

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/7/2013	9 A.M	5 P.M.	4	4
FRIDAY	3/8/2013	1 P.M.	10 P.M.	5	6
SATURDAY	3/9/2013	9 A.M	11 P.M.	8.5	5.5
SUNDAY	3/10/2013	9 A.M	12 A.M.	8	7

WORKWEEK HOURS TOTAL: 38

EMPLOYEE SIGNATURE: Confidential

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Butler000443

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: JOSE CONTRERAS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/7/2013	9 A.M	5 P.M.	4	4
FRIDAY	3/8/2013	1 P.M.	10 P.M.	4	5
SATURDAY	3/9/2013	9 A.M	11 P.M.	8	6
SUNDAY	3/10/2013	9 A.M	12 A.M.	8	7

WORKWEEK HOURS TOTAL: 37

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $415.00
DRAWS: $150.00
NET: $265.00

NAME: REGGIE ROSS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	3/7/2013	9 A.M	5 P.M.	4.5	3.5
FRIDAY	3/8/2013	1 P.M.	10 P.M.	5	4
SATURDAY	3/9/2013	9 A.M	11 P.M.	8	6
SUNDAY	3/10/2013	9 A.M	12 A.M.	8	7

WORKWEEK HOURS TOTAL: 36.5

EMPLOYEE SIGNATURE: Confidential [redacted] Confidential

PAY: $325.00
DRAWS:
NET: $325.00

NAME: IGNACIO CARBALLO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/7/2013	9 A.M	5 P.M.	4	4
FRIDAY	3/8/2013	1 P.M.	10 P.M.	4	5
SATURDAY	3/9/2013	9 A.M	11 P.M.	7	7
SUNDAY	3/10/2013	9 A.M	12 A.M.	8	7

WORKWEEK HOURS TOTAL: 38

EMPLOYEE SIGNATURE: Confidential [redacted]

Butler's Exh. 26, p. 444

PAY: $375.00
DRAWS: $0.00
NET: $375.00

NAME: MARTIN CAELA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/7/2013	9 A.M	5 P.M.	4	4
FRIDAY	3/8/2013	1 P.M.	10 P.M.	5	6
SATURDAY	3/9/2013	9 A.M	11 P.M.	8.5	5.5
SUNDAY	3/10/2013	9 A.M	12 A.M.	8	7

WORKWEEK HOURS TOTAL: 38

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: LUIS PENA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	3/7/2013	9 A.M	5 P.M.	5	3
FRIDAY	3/8/2013	1 P.M.	10 P.M.	5	6
SATURDAY	3/9/2013	9 A.M	11 P.M.	9	5
SUNDAY	3/10/2013	9 A.M	12 A.M.	8	7

WORKWEEK HOURS TOTAL: 37.5

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: LUIS TEJEDA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	3/7/2013	9 A.M	5 P.M.	3.5	4.5
FRIDAY	3/8/2013	1 P.M.	10 P.M.	5	4
SATURDAY	3/9/2013	9 A.M	11 P.M.	8	6
SUNDAY	3/10/2013	9 A.M	12 A.M.	8	7

WORKWEEK HOURS TOTAL: 37

EMPLOYEE SIGNATURE: Confidential [redacted] Confidential

Butler's

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: TINA MOSHER

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/7/2013	9 A.M	5 P.M.	5	3
FRIDAY	3/8/2013	1 P.M.	10 P.M.	4	5
SATURDAY	3/9/2013	9 A.M	11 P.M.	8	6
SUNDAY	3/10/2013	9 A.M	12 A.M.	8	7

WORKWEEK HOURS TOTAL: 36.5

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: VALENTINO SANTIAGO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	3/7/2013	9 A.M	5 P.M.	5	3
FRIDAY	3/8/2013	1 P.M.	10 P.M.	5	6
SATURDAY	3/9/2013	9 A.M	11 P.M.	9	5
SUNDAY	3/10/2013	9 A.M	12 A.M.	8	7

WORKWEEK HOURS TOTAL: 37.5

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $20.00
NET: $305.00

NAME: ASHLEY RUYLE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/7/2013	9 A.M	5 P.M.	4	4
FRIDAY	3/8/2013	1 P.M.	10 P.M.	5	6
SATURDAY	3/9/2013	9 A.M	11 P.M.	8.5	5.5
SUNDAY	3/10/2013	9 A.M	12 A.M.	8	7

WORKWEEK HOURS TOTAL: 38

EMPLOYEE SIGNATURE: Confidential

Butler's Exh. 26, p. 446

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: ERNESTO VIDAL

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/7/2013	9 A.M	5 P.M.	4	4
FRIDAY	3/8/2013	1 P.M.	10 P.M.	4	5
SATURDAY	3/9/2013	9 A.M	11 P.M.	8	6
SUNDAY	3/10/2013	9 A.M	12 A.M.	8	7

WORKWEEK HOURS TOTAL: 37

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $375.00
DRAWS: $0.00
NET: $375.00

NAME: GUADALUPE RODRIGUEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/7/2013	9 A.M	5 P.M.	4	4
FRIDAY	3/8/2013	1 P.M.	10 P.M.	4	5
SATURDAY	3/9/2013	9 A.M	11 P.M.	7	7
SUNDAY	3/10/2013	9 A.M	12 A.M.	8	7

WORKWEEK HOURS TOTAL: 38

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: VERONICO CARDENA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/7/2013	9 A.M	5 P.M.	4	4
FRIDAY	3/8/2013	1 P.M.	10 P.M.	4	5
SATURDAY	3/9/2013	9 A.M	11 P.M.	7	7
SUNDAY	3/10/2013	9 A.M	12 A.M.	8	7

WORKWEEK HOURS TOTAL: 38

EMPLOYEE SIGNATURE: Confidential [redacted]

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Butler000447

PAY: $400.00
DRAWS: $0.00
NET: $400.00

NAME: STEPHEN SMITH

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/7/2013	9 A.M	5 P.M.	3.5	4.5
FRIDAY	3/8/2013	1 P.M.	10 P.M.	4.5	4.5
SATURDAY	3/9/2013	9 A.M	11 P.M.	7	7
SUNDAY	3/10/2013	9 A.M	12 A.M.	8	7

WORKWEEK HOURS TOTAL: 37.5

EMPLOYEE SIGNATURE: Confidential

PAY: $250.00
DRAWS: $5.00
NET: $245.00

NAME: JAIME VAZQUEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/7/2013	9 A.M	5 P.M.	4	4
FRIDAY	3/8/2013	1 P.M.	10 P.M.	4	5
SATURDAY	3/9/2013	9 A.M	11 P.M.	8	6
SUNDAY	3/10/2013	9 A.M	12 A.M.	8	7

WORKWEEK HOURS TOTAL: 37

EMPLOYEE SIGNATURE: Confidential

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: JORGE RIVAS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	3	5
THURSDAY	3/7/2013	9 A.M	5 P.M.	3.5	4.5
FRIDAY	3/8/2013	1 P.M.	10 P.M.	5	4
SATURDAY	3/9/2013	9 A.M	11 P.M.	8	6
SUNDAY	3/10/2013	9 A.M	12 A.M.	8	7

WORKWEEK HOURS TOTAL: 35.5

EMPLOYEE SIGNATURE: Confidential

PAY: $350.00
DRAWS:
NET: $350.00

NAME: CONSTANTINO LOPEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/7/2013	9 A.M	5 P.M.	5	3
FRIDAY	3/8/2013	1 P.M.	10 P.M.	4	5
SATURDAY	3/9/2013	9 A.M	11 P.M.	8	6
SUNDAY	3/10/2013	9 A.M	12 A.M.	8	7

WORKWEEK HOURS TOTAL: 36.5

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $15.00
NET: $310.00

NAME: GUNNAR SAGER

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	3	5
THURSDAY	3/7/2013	9 A.M	5 P.M.	3.5	4.5
FRIDAY	3/8/2013	1 P.M.	10 P.M.	5	4
SATURDAY	3/9/2013	9 A.M	11 P.M.	8	6
SUNDAY	3/10/2013	9 A.M	12 A.M.	8	7

WORKWEEK HOURS TOTAL: 35.5

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: UBALDO SANCHEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/7/2013	9 A.M	5 P.M.	4	4
FRIDAY	3/8/2013	1 P.M.	10 P.M.	5	4
SATURDAY	3/9/2013	9 A.M	11 P.M.	7	7
SUNDAY	3/10/2013	9 A.M	12 A.M.	8	7

WORKWEEK HOURS TOTAL: 37

EMPLOYEE SIGNATURE: Confidential

Butler's Ex 449

Butler000449

PAY: $350.00
DRAWS: $90.00
NET: $260.00

NAME: CARLOS MOTA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/7/2013	9 A.M	5 P.M.	4	4
FRIDAY	3/8/2013	1 P.M.	10 P.M.	4	5
SATURDAY	3/9/2013	9 A.M	11 P.M.	7	7
SUNDAY	3/10/2013	9 A.M	12 A.M.	8	7

WORKWEEK HOURS TOTAL: 38

EMPLOYEE SIGNATURE: [redacted] Confidential

PAY: $500.00
DRAWS: $0.00
NET: $500.00

NAME: JOSE PAREDES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	3/7/2013	9 A.M	5 P.M.	5	3
FRIDAY	3/8/2013	1 P.M.	10 P.M.	5	6
SATURDAY	3/9/2013	9 A.M	11 P.M.	9	5
SUNDAY	3/10/2013	9 A.M	12 A.M.	8	7

WORKWEEK HOURS TOTAL: 37.5

EMPLOYEE SIGNATURE: [redacted] Confidential

PAY: $365.00
DRAWS: $0.00
NET: $365.00

NAME: ELPIDIO SEDANO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	3/7/2013	9 A.M	5 P.M.	5.5	2.5
FRIDAY	3/8/2013	1 P.M.	10 P.M.	4	5
SATURDAY	3/9/2013	9 A.M	11 P.M.	8	6
SUNDAY	3/10/2013	9 A.M	12 A.M.	8	7

WORKWEEK HOURS TOTAL: 36.5

EMPLOYEE SIGNATURE: [redacted] Confidential

Confidential

But 6. 450

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: JESUS GRAGALES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/7/2013	9 A.M	5 P.M.	4	4
FRIDAY	3/8/2013	1 P.M.	10 P.M.	5	6
SATURDAY	3/9/2013	9 A.M	11 P.M.	9	5
SUNDAY	3/10/2013	9 A.M	12 A.M.	8	7

WORKWEEK HOURS TOTAL: 37.5

Confidential

EMPLOYEE SIGNATURE: _____

PAY: $395.00
DRAWS: $0.00
NET: $395.00

NAME: ARNULFO GARCIA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	3/7/2013	9 A.M	5 P.M.	5	3
FRIDAY	3/8/2013	1 P.M.	10 P.M.	5	6
SATURDAY	3/9/2013	9 A.M	11 P.M.	9	5
SUNDAY	3/10/2013	9 A.M	12 A.M.	8	7

WORKWEEK HOURS TOTAL: 37.5

Confidential

EMPLOYEE SIGNATURE: _____

PAY: $500.00
DRAWS:
NET: $500.00

NAME: CARLOS RIVERA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/7/2013	9 A.M	5 P.M.	5	3
FRIDAY	3/8/2013	1 P.M.	10 P.M.	4	5
SATURDAY	3/9/2013	9 A.M	11 P.M.	8	6
SUNDAY	3/10/2013	9 A.M	12 A.M.	8	7

WORKWEEK HOURS TOTAL: 36.5

Confidential

EMPLOYEE SIGNATURE: _____

Butler's Exh 451

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Butler000451

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: ANGEL LOPEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/7/2013	9 A.M	5 P.M.	3.5	4.5
FRIDAY	3/8/2013	1 P.M.	10 P.M.	4.5	4.5
SATURDAY	3/9/2013	9 A.M	11 P.M.	7	7
SUNDAY	3/10/2013	9 A.M	12 A.M.	8	7

WORKWEEK HOURS TOTAL: 37.5

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $400.00
DRAWS: $0.00
NET: $400.00

NAME: JOSE C. SANCHEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/7/2013	9 A.M	5 P.M.	4	4
FRIDAY	3/8/2013	1 P.M.	10 P.M.	4	5
SATURDAY	3/9/2013	9 A.M	11 P.M.	8	6
SUNDAY	3/10/2013	9 A.M	12 A.M.	8	7

WORKWEEK HOURS TOTAL: 37

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: GABRIELLE BELLO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	3/7/2013	9 A.M	5 P.M.	5.5	2.5
FRIDAY	3/8/2013	1 P.M.	10 P.M.	4	5
SATURDAY	3/9/2013	9 A.M	11 P.M.	8	6
SUNDAY	3/10/2013	9 A.M	12 A.M.	8	7

WORKWEEK HOURS TOTAL: 36.5

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $390.00
DRAWS: $0.00
NET: $390.00

NAME: JULIAN ARMENTA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOUR
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/7/2013	9 A.M	5 P.M.	4	4
FRIDAY	3/8/2013	1 P.M.	10 P.M.	5	6
SATURDAY	3/9/2013	9 A.M	11 P.M.	9	5
SUNDAY	3/10/2013	9 A.M	12 A.M.	8	7

WORKWEEK HOURS TOTAL: 37.5

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $400.00
DRAWS: $0.00
NET: $400.00

NAME: EDUARDO MOTA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/7/2013	9 A.M	5 P.M.	5	3
FRIDAY	3/8/2013	1 P.M.	10 P.M.	4	5
SATURDAY	3/9/2013	9 A.M	11 P.M.	8	6
SUNDAY	3/10/2013	9 A.M	12 A.M.	8	7

WORKWEEK HOURS TOTAL: 36.5

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: VICTOR MARTINEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/7/2013	9 A.M	5 P.M.	4.5	3.5
FRIDAY	3/8/2013	1 P.M.	10 P.M.	4	5
SATURDAY	3/9/2013	9 A.M	11 P.M.	7	7
SUNDAY	3/10/2013	9 A.M	12 A.M.	8	7

WORKWEEK HOURS TOTAL: 37.5

EMPLOYEE SIGNATURE: Confidential [redacted] Butler's ~~. 26, p. 453~~

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PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: EDILBERTO SANTOS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/7/2013	9 A.M	5 P.M.	4	4
FRIDAY	3/8/2013	1 P.M.	10 P.M.	5	6
SATURDAY	3/9/2013	9 A.M	11 P.M.	8.5	5.5
SUNDAY	3/10/2013	9 A.M	12 A.M.	8	7

WORKWEEK HOURS TOTAL: 38

Confidential

EMPLOYEE SIGNATURE:

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: RAUL SEVERO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/7/2013	9 A.M	5 P.M.	3.5	4.5
FRIDAY	3/8/2013	1 P.M.	10 P.M.	4	5
SATURDAY	3/9/2013	9 A.M	11 P.M.	7	7
SUNDAY	3/10/2013	9 A.M	12 A.M.	8	7

WORKWEEK HOURS TOTAL: 38

Confidential

EMPLOYEE SIGNATURE:

PAY: $575.00
DRAWS: $0.00
NET: $575.00

NAME: CARLOS ARMENTA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	3/7/2013	9 A.M	5 P.M.	5	3
FRIDAY	3/8/2013	1 P.M.	10 P.M.	5	6
SATURDAY	3/9/2013	9 A.M	11 P.M.	9	5
SUNDAY	3/10/2013	9 A.M	12 A.M.	8	7

WORKWEEK HOURS TOTAL: 37.5

Confidential

EMPLOYEE SIGNATURE:

Butler's Exh. 20, p. 454

Butler000454

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: JOSE MENDEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/7/2013	9 A.M	5 P.M.	3.5	4.5
FRIDAY	3/8/2013	1 P.M.	10 P.M.	5	4
SATURDAY	3/9/2013	9 A.M	11 P.M.	7	7
SUNDAY	3/10/2013	9 A.M	12 A.M.	8	7

WORKWEEK HOURS TOTAL: 37.5

EMPLOYEE SIGNATURE: [redacted]

Confidential

PAY: $745.00
DRAWS: $0.00
NET: $745.00

NAME: ANTONIO MENDEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/7/2013	9 A.M	5 P.M.	4	4
FRIDAY	3/8/2013	1 P.M.	10 P.M.	5	6
SATURDAY	3/9/2013	9 A.M	11 P.M.	8.5	5.5
SUNDAY	3/10/2013	9 A.M	12 A.M.	8	7

WORKWEEK HOURS TOTAL: 38

EMPLOYEE SIGNATURE: [redacted]

Confidential

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: BENJAMIN CASTRO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/7/2013	9 A.M	5 P.M.	4	4
FRIDAY	3/8/2013	1 P.M.	10 P.M.	5	6
SATURDAY	3/9/2013	9 A.M	11 P.M.	8.5	5.5
SUNDAY	3/10/2013	9 A.M	12 A.M.	8	7

WORKWEEK HOURS TOTAL: 38

EMPLOYEE SIGNATURE: [redacted]

Confidential

Butler's [redacted] 455

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: RICARDO RUIZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/7/2013	9 A.M	5 P.M.	4	4
FRIDAY	3/8/2013	1 P.M.	10 P.M.	5	6
SATURDAY	3/9/2013	9 A.M	11 P.M.	8.5	5.5
SUNDAY	3/10/2013	9 A.M	12 A.M.	8	7

WORKWEEK HOURS TOTAL: 38

EMPLOYEE SIGNATURE: Confidential

PAY: $525.00
DRAWS:
NET: $525.00

NAME: OMAR LOPEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/7/2013	9 A.M	5 P.M.	4	4
FRIDAY	3/8/2013	1 P.M.	10 P.M.	5	4
SATURDAY	3/9/2013	9 A.M	11 P.M.	7	7
SUNDAY	3/10/2013	9 A.M	12 A.M.	8	7

WORKWEEK HOURS TOTAL: 36.5

EMPLOYEE SIGNATURE: Confidential

PAY: $375.00
DRAWS: $0.00
NET: $375.00

NAME: JESUS MARTINEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	2.5	6
THURSDAY	3/7/2013	9 A.M	5 P.M.	4	4
FRIDAY	3/8/2013	1 P.M.	10 P.M.	5	5
SATURDAY	3/9/2013	9 A.M	11 P.M.	8.5	6
SUNDAY	3/10/2013	9 A.M	12 A.M.	8	7

WORKWEEK HOURS TOTAL: 37

EMPLOYEE SIGNATURE: Confidential

PAY: $390.00
DRAWS: $0.00
NET: $390.00

NAME: AGUSTINE ESPINOZA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/7/2013	9 A.M	5 P.M.	4	4
FRIDAY	3/8/2013	1 P.M.	10 P.M.	5	4
SATURDAY	3/9/2013	9 A.M	11 P.M.	7	7
SUNDAY	3/10/2013	9 A.M	12 A.M.	8	7

WORKWEEK HOURS TOTAL: 37

Confidential

EMPLOYEE SIGNATURE:

PAY: $385.00
DRAWS:
NET: $385.00

NAME: ROBERTO PENA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/7/2013	9 A.M	5 P.M.	3.5	4.5
FRIDAY	3/8/2013	1 P.M.	10 P.M.	5	4
SATURDAY	3/9/2013	9 A.M	11 P.M.	7	7
SUNDAY	3/10/2013	9 A.M	12 A.M.	8	7

WORKWEEK HOURS TOTAL: 37.5

Confidential

EMPLOYEE SIGNATURE:

PAY: $375.00
DRAWS: $0.00
NET: $375.00

NAME: RICARDO HUERTA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/7/2013	9 A.M	5 P.M.	4	4
FRIDAY	3/8/2013	1 P.M.	10 P.M.	7	4
SATURDAY	3/9/2013	9 A.M	11 P.M.	8.5	5.5
SUNDAY	3/10/2013	9 A.M	12 A.M.	8	7

WORKWEEK HOURS TOTAL: 36

Confidential

EMPLOYEE SIGNATURE:

PAY: $500.00
DRAWS: $0.00
NET: $500.00

NAME: SHANE BYRD

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/7/2013	OFF	OFF	0	0
FRIDAY	3/8/2013	OFF	OFF	0	0
SATURDAY	3/9/2013	OFF	OFF	0	0
SUNDAY	3/10/2013	10 P.M.	12 A.M.	0	2

WORKWEEK HOURS TOTAL: 17.5

EMPLOYEE SIGNATURE: Confidential

PAY: $500.00
DRAWS:
NET: $500.00

NAME: GUSTAVO GAMERO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/7/2013	OFF	OFF	0	0
FRIDAY	3/8/2013	OFF	OFF	0	0
SATURDAY	3/9/2013	OFF	OFF	0	0
SUNDAY	3/10/2013	10 P.M.	12 A.M.	0	2

WORKWEEK HOURS TOTAL: 17

EMPLOYEE SIGNATURE: Confidential

PAY: $600.00
DRAWS: $0.00
NET: $600.00

NAME: JOHN LOPEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/7/2013	9 A.M	5 P.M.	4	4
FRIDAY	3/8/2013	1 P.M.	10 P.M.	6	5
SATURDAY	3/9/2013	9 A.M	11 P.M.	8.5	5.5
SUNDAY	3/10/2013	9 A.M	12 A.M.	8	7

WORKWEEK HOURS TOTAL: 37

EMPLOYEE SIGNATURE: Confidential

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PAY: $375.00
DRAWS:
NET: $375.00

NAME: FRANK BARAJAS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/7/2013	9 A.M	5 P.M.	4	4
FRIDAY	3/8/2013	1 P.M.	10 P.M.	5	4
SATURDAY	3/9/2013	9 A.M	11 P.M.	7	7
SUNDAY	3/10/2013	9 A.M	12 A.M.	8	7

WORKWEEK HOURS TOTAL: 36.5

Confidential

EMPLOYEE SIGNATURE:

PAY: $500.00
DRAWS: $0.00
NET: $500.00

NAME: SERGIO GUZMAN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/7/2013	OFF	OFF	0	0
FRIDAY	3/8/2013	OFF	OFF	0	0
SATURDAY	3/9/2013	OFF	OFF	0	0
SUNDAY	3/10/2013	10 P.M.	12 A.M.	0	2

WORKWEEK HOURS TOTAL: 17.5

Confidential

EMPLOYEE SIGNATURE:

PAY: $600.00
DRAWS: $0.00
NET: $600.00

NAME: MARILU ZEPEDA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	3/7/2013	9 A.M	5 P.M.	4	4
FRIDAY	3/8/2013	1 P.M.	10 P.M.	5	4
SATURDAY	3/9/2013	9 A.M	11 P.M.	7	7
SUNDAY	3/10/2013	9 A.M	12 A.M.	8	7

WORKWEEK HOURS TOTAL: 38

Confidential

EMPLOYEE SIGNATURE:

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Butler000459

PAY: $325.00
DRAWS: $107.00
NET: $218.00

NAME: THOMAS HANSON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/7/2013	9 A.M	5 P.M.	4.5	3.5
FRIDAY	3/8/2013	1 P.M.	10 P.M.	4	5
SATURDAY	3/9/2013	9 A.M	11 P.M.	7	7
SUNDAY	3/10/2013	9 A.M	12 A.M.	8	7

WORKWEEK HOURS TOTAL: Confidential 37.5

EMPLOYEE SIGNATURE:

PAY: $500.00
DRAWS: $0.00
NET: $500.00

NAME: FERNANDO TREJA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/7/2013	OFF	OFF	0	0
FRIDAY	3/8/2013	OFF	OFF	0	0
SATURDAY	3/9/2013	OFF	OFF	0	0
SUNDAY	3/10/2013	10 P.M.	12 A.M.	0	2

WORKWEEK HOURS TOTAL: 17

EMPLOYEE SIGNATURE: Confidential

PAY: 500
DRAWS: $0.00
NET: 500 $0.00

NAME: SAUL ESTUDILLO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/7/2013	OFF	OFF	0	0
FRIDAY	3/8/2013	OFF	OFF	0	0
SATURDAY	3/9/2013	OFF	OFF	0	0
SUNDAY	3/10/2013	10 P.M.	12 A.M.	0	2

WORKWEEK HOURS TOTAL: 17

EMPLOYEE SIGNATURE: Butler's Confidential 460

PAY: $500.00
DRAWS: $0.00
NET: $500.00

NAME: FERNANDO PREZA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	3/7/2013	OFF	OFF	0	0
FRIDAY	3/8/2013	OFF	OFF	0	0
SATURDAY	3/9/2013	OFF	OFF	0	0
SUNDAY	3/10/2013	10 P.M.	12 A.M.	0	2

WORKWEEK HOURS TOTAL: Confidential 18.5

EMPLOYEE SIGNATURE:

PAY: $600.00
DRAWS: $0.00
NET: $600.00

NAME: JOSE VENTURA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/7/2013	OFF	OFF	0	0
FRIDAY	3/8/2013	OFF	OFF	0	0
SATURDAY	3/9/2013	OFF	OFF	0	0
SUNDAY	3/10/2013	10 P.M.	12 A.M.	0	2

WORKWEEK HOURS TOTAL: Confidential 17

EMPLOYEE SIGNATURE:

PAY: $395.00
DRAWS: $0.00
NET: $395.00

NAME: FELIPE VILLEGAS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/7/2013	9 A.M	5 P.M.	4	4
FRIDAY	3/8/2013	1 P.M.	10 P.M.	5	6
SATURDAY	3/9/2013	9 A.M	11 P.M.	8.5	5.5
SUNDAY	3/10/2013	9 A.M	12 A.M.	8	7

WORKWEEK HOURS TOTAL: Confidential 38

EMPLOYEE SIGNATURE:

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Butler000461

PAY: $600.00
DRAWS: $0.00
NET: $600.00

NAME: HUGO RONQUILLO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/7/2013	9 A.M	5 P.M.	4	4
FRIDAY	3/8/2013	1 P.M.	10 P.M.	6	5
SATURDAY	3/9/2013	9 A.M	11 P.M.	8.5	5.5
SUNDAY	3/10/2013	9 A.M	12 A.M.	8	7

WORKWEEK HOURS TOTAL: 37

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $470.00
DRAWS: $0.00
NET: $470.00

NAME: OMAR PEDRO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/7/2013	9 A.M	5 P.M.	3.5	4.5
FRIDAY	3/8/2013	1 P.M.	10 P.M.	5	4
SATURDAY	3/9/2013	9 A.M	11 P.M.	7	7
SUNDAY	3/10/2013	9 A.M	12 A.M.	8	7

WORKWEEK HOURS TOTAL: 37.5

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $250.00
DRAWS: $27.00
NET: $223.00

NAME: EFRAIN FLORES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/7/2013	9 A.M	5 P.M.	5	3
FRIDAY	3/8/2013	1 P.M.	10 P.M.	4	5
SATURDAY	3/9/2013	9 A.M	11 P.M.	8	6
SUNDAY	3/10/2013	9 A.M	12 A.M.	8	7

WORKWEEK HOURS TOTAL: 36.5

EMPLOYEE SIGNATURE: Confidential [redacted] Butler's [redacted]6, p. 462

PAY: $400.00
DRAWS: $0.00
NET: $400.00

NAME: DANIEL BARRIOS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	3/7/2013	9 A.M	5 P.M.	5.5	2.5
FRIDAY	3/8/2013	1 P.M.	10 P.M.	4	5
SATURDAY	3/9/2013	9 A.M	11 P.M.	8	6
SUNDAY	3/10/2013	9 A.M	12 A.M.	8	7

WORKWEEK HOURS TOTAL: 36.5

Confidential

EMPLOYEE SIGNATURE:

PAY: $350.00
DRAWS: $180.00
NET: $170.00

NAME: SCOTT CERVARICH

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/7/2013	9 A.M	5 P.M.	4	4
FRIDAY	3/8/2013	1 P.M.	10 P.M.	5	6
SATURDAY	3/9/2013	9 A.M	11 P.M.	8.5	5.5
SUNDAY	3/10/2013	9 A.M	12 A.M.	8	7

WORKWEEK HOURS TOTAL: 38

Confidential

EMPLOYEE SIGNATURE:

PAY: $550.00
DRAWS: $0.00
NET: $550.00

NAME: ROGER HERNANDEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/7/2013	9 A.M	5 P.M.	5	3
FRIDAY	3/8/2013	1 P.M.	10 P.M.	4	5
SATURDAY	3/9/2013	9 A.M	11 P.M.	8	6
SUNDAY	3/10/2013	9 A.M	12 A.M.	8	7

WORKWEEK HOURS TOTAL: 36.5

Confidential

EMPLOYEE SIGNATURE:

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PAY: $350.00
DRAWS:
NET: $350.00

NAME: AURELIO MARQUEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/7/2013	9 A.M	5 P.M.	4	4
FRIDAY	3/8/2013	1 P.M.	10 P.M.	4	5
SATURDAY	3/9/2013	9 A.M	11 P.M.	7	7
SUNDAY	3/10/2013	9 A.M	12 A.M.	8	7

WORKWEEK HOURS TOTAL: 38

Confidential

EMPLOYEE SIGNATURE:

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: MARIANO ROA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	3/7/2013	9 A.M	5 P.M.	5	3
FRIDAY	3/8/2013	1 P.M.	10 P.M.	5	6
SATURDAY	3/9/2013	9 A.M	11 P.M.	9	5
SUNDAY	3/10/2013	9 A.M	12 A.M.	8	7

WORKWEEK HOURS TOTAL: 37.5

Confidential

EMPLOYEE SIGNATURE:

PAY: $475.00
DRAWS: $0.00
NET: $475.00

NAME: JAIME HERNANDEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/7/2013	9 A.M	5 P.M.	4.5	3.5
FRIDAY	3/8/2013	1 P.M.	10 P.M.	4	5
SATURDAY	3/9/2013	9 A.M	11 P.M.	7	7
SUNDAY	3/10/2013	9 A.M	12 A.M.	8	7

WORKWEEK HOURS TOTAL: 37.5

Confidential

EMPLOYEE SIGNATURE:

Butler's Exh. 26, p. 464

PAY: $325.00
DRAWS:
NET: $325.00

NAME: ALFONSO GUEVARA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/7/2013	9 A.M	5 P.M.	3.5	4.5
FRIDAY	3/8/2013	1 P.M.	10 P.M.	5	4
SATURDAY	3/9/2013	9 A.M	11 P.M.	6.5	7.5
SUNDAY	3/10/2013	9 A.M	12 A.M.	8	7

WORKWEEK HOURS TOTAL: 38

EMPLOYEE SIGNATURE: Confidential

PAY: $139.29
DRAWS: $0.00
NET: $139.29

NAME: MARLA OBRENTZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	OFF	OFF	0	0
TUESDAY	3/5/2013	OFF	OFF	0	0
WEDNESDAY	3/6/2013	OFF	OFF	0	0
THURSDAY	3/7/2013	OFF	OFF	0	0
FRIDAY	3/8/2013	1 P.M.	10 P.M.	5	4
SATURDAY	3/9/2013	9 A.M	11 P.M.	7	7
SUNDAY	3/10/2013	9 A.M	12 A.M.	8	7

WORKWEEK HOURS TOTAL: 18

EMPLOYEE SIGNATURE: Confidential

PAY: $92.86
DRAWS: $0.00
NET: $92.86

NAME: TODD ALBRIGHT

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	OFF	OFF	0	0
TUESDAY	3/5/2013	OFF	OFF	0	0
WEDNESDAY	3/6/2013	OFF	OFF	0	0
THURSDAY	3/7/2013	OFF	OFF	0	0
FRIDAY	3/8/2013	OFF	OFF	0	0
SATURDAY	3/9/2013	9 A.M	11 P.M.	7.5	6.5
SUNDAY	3/10/2013	9 A.M	12 A.M.	8	7

WORKWEEK HOURS TOTAL: 13.5

EMPLOYEE SIGNATURE: Confidential

PAY: $116.07
DRAWS: $55.00
NET: $61.07

NAME: JAMES THOMAS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	OFF	OFF	0	0
TUESDAY	3/5/2013	OFF	OFF	0	0
WEDNESDAY	3/6/2013	OFF	OFF	0	0
THURSDAY	3/7/2013	9 A.M.	5 P.M.	3	5
FRIDAY	3/8/2013	1 P.M.	9 P.M.	3	6
SATURDAY	3/9/2013	9 A.M	1 P.M.	0	4
SUNDAY	3/10/2013	OFF	OFF	0	0

WORKWEEK HOURS TOTAL: 15

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS:
NET: $325.00

NAME: MIGUEL HERRERA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/7/2013	9 A.M	5 P.M.	3.5	4.5
FRIDAY	3/8/2013	1 P.M.	10 P.M.	6	3
SATURDAY	3/9/2013	9 A.M	11 P.M.	7	7
SUNDAY	3/10/2013	9 A.M	12 A.M.	8	7

WORKWEEK HOURS TOTAL: 36.5

EMPLOYEE SIGNATURE: Confidential

PAY: $430.00
DRAWS: $0.00
NET: $430.00

NAME: ALBERTO BENEVIDES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/7/2013	9 A.M	5 P.M.	4	4
FRIDAY	3/8/2013	1 P.M.	10 P.M.	7.5	3.5
SATURDAY	3/9/2013	9 A.M	11 P.M.	7.5	6.5
SUNDAY	3/10/2013	9 A.M	12 A.M.	8	7

WORKWEEK HOURS TOTAL: 36.5

EMPLOYEE SIGNATURE: Confidential

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PAY: $425.00
DRAWS: $40.00
NET: $385.00

NAME: ANGEL SEPULVEDA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/7/2013	9 A.M	5 P.M.	3.5	4.5
FRIDAY	3/8/2013	1 P.M.	10 P.M.	5	4
SATURDAY	3/9/2013	9 A.M	11 P.M.	7	7
SUNDAY	3/10/2013	9 A.M	12 A.M.	8	7

WORKWEEK HOURS TOTAL: 37.5

Confidential

EMPLOYEE SIGNATURE: Confidential

PAY: $385.00
DRAWS: $0.00
NET: $385.00

NAME: ROGELIO PEREZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/7/2013	9 A.M	5 P.M.	5	3
FRIDAY	3/8/2013	1 P.M.	10 P.M.	6.5	4.5
SATURDAY	3/9/2013	9 A.M	11 P.M.	7.5	6.5
SUNDAY	3/10/2013	9 A.M	12 A.M.	8	7

WORKWEEK HOURS TOTAL: 36.5

Confidential

EMPLOYEE SIGNATURE:

PAY: $325.00
DRAWS: $50.00
NET: $275.00

NAME: LIMITIA JACKSON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/7/2013	9 A.M	5 P.M.	4	4
FRIDAY	3/8/2013	1 P.M.	10 P.M.	5	6
SATURDAY	3/9/2013	9 A.M	11 P.M.	8.5	5.5
SUNDAY	3/10/2013	9 A.M	12 A.M.	8	7

WORKWEEK HOURS TOTAL: 38

Confidential

EMPLOYEE SIGNATURE:

PAY: $375.00
DRAWS:
NET: $375.00

NAME: MANOLO MUNOZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/7/2013	9 A.M	5 P.M.	4	4
FRIDAY	3/8/2013	1 P.M.	10 P.M.	6	5
SATURDAY	3/9/2013	9 A.M	11 P.M.	8.5	5.5
SUNDAY	3/10/2013	9 A.M	12 A.M.	8	7

WORKWEEK HOURS TOTAL: 37

Confidential

EMPLOYEE SIGNATURE: [redacted]

PAY: $425.00
DRAWS: $40.00
NET: $385.00

NAME: RICARDO RUIZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/7/2013	9 A.M	5 P.M.	4	4
FRIDAY	3/8/2013	1 P.M.	10 P.M.	5	6
SATURDAY	3/9/2013	9 A.M	11 P.M.	8.5	5.5
SUNDAY	3/10/2013	9 A.M	12 A.M.	8	7

WORKWEEK HOURS TOTAL: 38

Confidential

EMPLOYEE SIGNATURE: [redacted]

PAY: $325.00
DRAWS:
NET: $325.00

NAME: JAIME MENDOZA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/7/2013	9 A.M	5 P.M.	5	3
FRIDAY	3/8/2013	1 P.M.	10 P.M.	6	5
SATURDAY	3/9/2013	9 A.M	11 P.M.	7.5	6.5
SUNDAY	3/10/2013	9 A.M	12 A.M.	8	7

WORKWEEK HOURS TOTAL: 37

Confidential

EMPLOYEE SIGNATURE: [redacted]

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Butler000468

350.00

PAY: ~~$350.00~~
DRAWS: $0.00
NET: $325.00

NAME: ANTONIO ARMENTA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/7/2013	9 A.M	5 P.M.	4	4
FRIDAY	3/8/2013	1 P.M.	10 P.M.	4	5
SATURDAY	3/9/2013	9 A.M	11 P.M.	7	7
SUNDAY	3/10/2013	9 A.M	12 A.M.	8	7

WORKWEEK HOURS TOTAL: 38

EMPLOYEE SIGNATURE: Confidential

PAY: $650.00
DRAWS: $70.00
NET: $580.00

NAME: BENNY HILL

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/7/2013	9 A.M	5 P.M.	4	4
FRIDAY	3/8/2013	1 P.M.	10 P.M.	5	4
SATURDAY	3/9/2013	9 A.M	11 P.M.	7	7
SUNDAY	3/10/2013	9 A.M	12 A.M.	8	7

WORKWEEK HOURS TOTAL: 37

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS:
NET: $325.00

NAME: ALFONSO ALVARADO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/7/2013	9 A.M	5 P.M.	3.5	4.5
FRIDAY	3/8/2013	1 P.M.	10 P.M.	5	4
SATURDAY	3/9/2013	9 A.M	11 P.M.	7	7
SUNDAY	3/10/2013	9 A.M	12 A.M.	8	7

WORKWEEK HOURS TOTAL: 37.5

EMPLOYEE SIGNATURE: Confidential

PAY: $350.00
DRAWS:
NET: $350.00

NAME: JESUS OJEDA GARCIA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/7/2013	9 A.M	5 P.M.	4	4
FRIDAY	3/8/2013	1 P.M.	10 P.M.	5	6
SATURDAY	3/9/2013	9 A.M	11 P.M.	8.5	5.5
SUNDAY	3/10/2013	9 A.M	12 A.M.	8	7

WORKWEEK HOURS TOTAL: 38

Confidential

EMPLOYEE SIGNATURE:

PAY: $410.00
DRAWS: $0.00
NET: $410.00

NAME: JULIO MARTINEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/7/2013	9 A.M	5 P.M.	4	4
FRIDAY	3/8/2013	1 P.M.	10 P.M.	4	5
SATURDAY	3/9/2013	9 A.M	11 P.M.	7	7
SUNDAY	3/10/2013	9 A.M	12 A.M.	8	7

WORKWEEK HOURS TOTAL: 38

Confidential

EMPLOYEE SIGNATURE:

250
PAY: ~~$410.00~~
DRAWS: $0.00
NET: 250 ~~$350.00~~

NAME: MARCOS BANDALA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/7/2013	9 A.M	5 P.M.	5	3
FRIDAY	3/8/2013	1 P.M.	10 P.M.	4	5
SATURDAY	3/9/2013	9 A.M	11 P.M.	8	6
SUNDAY	3/10/2013	9 A.M	12 A.M.	8	7

WORKWEEK HOURS TOTAL: 36.5

Confidential

EMPLOYEE SIGNATURE:

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Butler000470

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: LUIS BORJAS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/7/2013	9 A.M	5 P.M.	4	4
FRIDAY	3/8/2013	1 P.M.	10 P.M.	5	6
SATURDAY	3/9/2013	9 A.M	11 P.M.	8.5	5.5
SUNDAY	3/10/2013	9 A.M	12 A.M.	8	7

WORKWEEK HOURS TOTAL: 38

EMPLOYEE SIGNATURE:

Confidential [redacted]

PAY: $500.00
DRAWS:
NET: $500.00

NAME: JUILIO GASCA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/7/2013	9 A.M	5 P.M.	3.5	4.5
FRIDAY	3/8/2013	1 P.M.	10 P.M.	6	3
SATURDAY	3/9/2013	9 A.M	11 P.M.	7	7
SUNDAY	3/10/2013	9 A.M	12 A.M.	8	7

WORKWEEK HOURS TOTAL: 36.5

EMPLOYEE SIGNATURE:

Confidential [redacted]

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: MARTHA VARGAS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/7/2013	9 A.M	5 P.M.	4	4
FRIDAY	3/8/2013	1 P.M.	10 P.M.	5	6
SATURDAY	3/9/2013	9 A.M	11 P.M.	8.5	5.5
SUNDAY	3/10/2013	9 A.M	12 A.M.	8	7

WORKWEEK HOURS TOTAL: 38

EMPLOYEE SIGNATURE: Butler's [redacted]

Confidential

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: ARMONDO MURRIETA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	3/7/2013	9 A.M	5 P.M.	3.5	4.5
FRIDAY	3/8/2013	1 P.M.	10 P.M.	5	4
SATURDAY	3/9/2013	9 A.M	11 P.M.	8	6
SUNDAY	3/10/2013	9 A.M	12 A.M.	8	7

WORKWEEK HOURS TOTAL: 37

EMPLOYEE SIGNATURE: Confidential

PAY: $475.00
DRAWS: $0.00
NET: $475.00

NAME: DAVID MENDEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	3/7/2013	9 A.M	5 P.M.	4	4
FRIDAY	3/8/2013	1 P.M.	10 P.M.	5	4
SATURDAY	3/9/2013	9 A.M	11 P.M.	8	6
SUNDAY	3/10/2013	9 A.M	12 A.M.	8	7

WORKWEEK HOURS TOTAL: 37

EMPLOYEE SIGNATURE: Confidential

Patrol Records

DESERT SKY MW

2013

03/11/2013 - 03/17/2013

and

03/18/2013 - 03/24/2013

B

LOCATION: DESERT SKY
WEEK ENDING: 3/18/2013

GROSS PAY: $252

NAME: BARBARA SHEPPARD Shepherd

SIGNATURE: Confidential

LOCATION: DESERT SKY
WEEK ENDING: 3/18/2013

GROSS PAY: 292

NAME: April Castellani

SIGNATURE: Confidential

LOCATION: DESERT SKY
WEEK ENDING: 3/18/2013

GROSS PAY: 234

NAME: DONNA ROBINSON

SIGNATURE: Confidential

LOCATION: DESERT SKY
WEEK ENDING: 3/18/2013

GROSS PAY: 260.

NAME: Jamie Dandridge

SIGNATURE: Confidential

LOCATION: DESERT SKY
WEEK ENDING: *3/18/2013*

GROSS PAY: 288

NAME: Tina LeMere

SIGNATURE: [redacted]

210 —

PAY: [redacted]0

DRAWS: $0.00

NET: [redacted]

210.—

NAME: JAMES AARON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	3	5
THURSDAY	3/7/2013	~~9 A.M~~	~~5 P.M~~	4	~~4~~
FRIDAY	3/8/2013	~~off~~ ~~1 P.M.~~	~~off~~ ~~10 P.M.~~	4	~~5~~
SATURDAY	3/9/2013	~~off~~ ~~9 A.M~~	~~off~~ 11 P.M.	8	~~6~~
SUNDAY	3/10/2013	~~off~~ ~~9 A.M~~	~~off~~ 12 A.M.	8	~~7~~

WORKWEEK HOURS TOTAL: ~~35~~ 14.

EMPLOYEE SIGNATURE: [redacted]

PAY: $325.00

DRAWS:

NET: $325.00

NAME: LUIS GRACIA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/5/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	3/6/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/7/2013	9 A.M	5 P.M.	4	4
FRIDAY	3/8/2013	1 P.M.	10 P.M.	6	5
SATURDAY	3/9/2013	9 A.M	11 P.M.	8.5	5.5
SUNDAY	3/10/2013	9 A.M	12 A.M.	8	7

WORKWEEK HOURS TOTAL: 37

EMPLOYEE SIGNATURE: [redacted]

PAY: $600.00
DRAWS: $0.00
NET: $600.00

NAME: JOHN LOPEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12A.M.	3A.M.	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/14/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/15/2013	10A.M.	4P.M.	2	4
FRIDAY	3/16/2013	3P.M.	11P.M.	2	6
SATURDAY	3/17/2013	10 A.M.	11P.M.	6	7
SUNDAY	3/18/2013	11A.M.	11P.M.	6	6

WORKWEEK HOURS TOTAL: 37.5

EMPLOYEE SIGNATURE: [redacted] Confidential

PAY: $400.00
DRAWS: $0.00
NET: $400.00

NAME: ROBERTO SANCHEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12A.M.	3A.M.	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/14/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/15/2013	10A.M.	4P.M.	2	4
FRIDAY	3/16/2013	3P.M.	11P.M.	2.5	5.5
SATURDAY	3/17/2013	10 A.M.	11P.M.	6	7
SUNDAY	3/18/2013	11A.M.	11P.M.	6	6

WORKWEEK HOURS TOTAL: 37

EMPLOYEE SIGNATURE: [redacted] Confidential

PAY: $375.00
DRAWS: $0.00
NET: $375.00

NAME: ANDRES ANDRADE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12A.M.	3A.M.	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	3/14/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	3/15/2013	10A.M.	4P.M.	2.5	3.5
FRIDAY	3/16/2013	3P.M.	11P.M.	3	5
[illegible]RDAY	3/17/2013	10 A.M.	11P.M.	6	7
[illegible]AY	3/18/2013	11A.M.	11P.M.	6	6

Confidential [redacted] 37.5

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PAY: $600.00
DRAWS: $0.00
NET: $600.00

NAME: MARILU ZEPEDA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12A.M.	3A.M.	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/14/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/15/2013	10A.M.	4P.M.	1	5
FRIDAY	3/16/2013	3P.M.	11P.M.	2	6
SATURDAY	3/17/2013	10 A.M.	11P.M.	6	7
SUNDAY	3/18/2013	11A.M.	11P.M.	6	6

WORKWEEK HOURS TOTAL: 39

Confidential

EMPLOYEE SIGNATURE:

PAY: $375.00
DRAWS: $0.00
NET: $375.00

NAME: JESUS MARTINEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12A.M.	3A.M.	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	3/14/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	3/15/2013	10A.M.	4P.M.	2	4
FRIDAY	3/16/2013	3P.M.	11P.M.	3	7
SATURDAY	3/17/2013	10 A.M.	11P.M.	7	6
SUNDAY	3/18/2013	11A.M.	11P.M.	6	6

WORKWEEK HOURS TOTAL: 39.5

Confidential

EMPLOYEE SIGNATURE:

PAY: $500.00
DRAWS:
NET: $500.00

NAME: JOSE PAREDES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12A.M.	3A.M.	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	3/14/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/15/2013	10A.M.	4P.M.	1	5
FRIDAY	3/16/2013	3P.M.	11P.M.	3	7
SATURDAY	3/17/2013	10 A.M.	11P.M.	6.5	6.5
SUNDAY	3/18/2013	11A.M.	11P.M.	6	6

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE:

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PAY: $350.00
DRAWS:
NET: $350.00

NAME: JOSE MENDEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12A.M.	3A.M.	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/14/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/15/2013	10A.M.	4P.M.	2.5	3.5
FRIDAY	3/16/2013	3P.M.	11P.M.	3	5
SATURDAY	3/17/2013	10 A.M.	11P.M.	6	7
SUNDAY	3/18/2013	11A.M.	11P.M.	6	6

WORKWEEK HOURS TOTAL: 36

Confidential [redacted]

EMPLOYEE SIGNATURE:

PAY: $500.00
DRAWS: $0.00
NET: $500.00

NAME: CARLOS RIVERA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12A.M.	3A.M.	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/14/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/15/2013	10A.M.	4P.M.	1.5	4.5
FRIDAY	3/16/2013	3P.M.	11P.M.	2	6
SATURDAY	3/17/2013	10 A.M.	11P.M.	6	7
SUNDAY	3/18/2013	11A.M.	11P.M.	6	6

WORKWEEK HOURS TOTAL: 38.5

Confidential [redacted]

EMPLOYEE SIGNATURE:

PAY: $395.00
DRAWS: $0.00
NET: $395.00

NAME: ARNULFO GARCIA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12A.M.	3A.M.	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	3/14/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	3/15/2013	10A.M.	4P.M.	2.5	3.5
FRIDAY	3/16/2013	3P.M.	11P.M.	3	5
SATURDAY	3/17/2013	10 A.M.	11P.M.	6	7
SUNDAY	3/18/2013	11A.M.	11P.M.	6	6

WORKWEEK HOURS TOTAL: 37.5

Confidential [redacted]

EMPLOYEE SIGNATURE:

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PAY: $375.00
DRAWS: $0.00
NET: $375.00

NAME: MANOLO MUNOZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12A.M.	3A.M.	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	3/14/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/15/2013	10A.M.	4P.M.	2.5	3.5
FRIDAY	3/16/2013	3P.M.	11P.M.	3	5
SATURDAY	3/17/2013	10 A.M.	11P.M.	6	7
SUNDAY	3/18/2013	11A.M.	11P.M.	6	6

WORKWEEK HOURS TOTAL: 36.5

EMPLOYEE SIGNATURE:

Confidential

PAY: $400.00
DRAWS:
NET: $400.00

NAME: JERRY SOOTER

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12A.M.	3A.M.	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	3/14/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/15/2013	10A.M.	4P.M.	1	5
FRIDAY	3/16/2013	3P.M.	11P.M.	3	7
SATURDAY	3/17/2013	10 A.M.	11P.M.	6.5	6.5
SUNDAY	3/18/2013	11A.M.	11P.M.	6	6

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE:

Confidential

PAY: $420.00
DRAWS: $0.00
NET: $420.00

NAME: JAMES AARON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12A.M.	3A.M.	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/14/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/15/2013	10A.M.	4P.M.	1	5
FRIDAY	3/16/2013	3P.M.	11P.M.	2	6
SATURDAY	3/17/2013	10 A.M.	11P.M.	6	7
SUNDAY	3/18/2013	11A.M.	11P.M.	6	6

WORKWEEK HOURS TOTAL: 39

EMPLOYEE SIGNATURE:

Confidential

PAY: $375.00
DRAWS: $0.00
NET: $375.00

NAME: FRANCISCO BAJARAS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12A.M.	3A.M.	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/14/2013	9 A.M.	5 P.M.	2.5	6
THURSDAY	3/15/2013	9 A.M	4P.M.	1	5
FRIDAY	3/16/2013	3P.M.	11P.M.	3	6
SATURDAY	3/17/2013	10 A.M.	11P.M.	6.5	7
SUNDAY	3/18/2013	11A.M.	11P.M.	6	6

WORKWEEK HOURS TOTAL: 39

EMPLOYEE SIGNATURE: Confidential

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: EDUARDO CERVANTES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12A.M.	3A.M.	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	3/14/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/15/2013	10A.M.	4P.M.	1	5
FRIDAY	3/16/2013	3P.M.	11P.M.	3	7
SATURDAY	3/17/2013	10 A.M.	11P.M.	6.5	6.5
SUNDAY	3/18/2013	11A.M.	11P.M.	6	6

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE: Confidential

PAY: $395.00
DRAWS: $0.00
NET: $395.00

NAME: FELIPE VILLEGAS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12A.M.	3A.M.	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	3/14/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/15/2013	10A.M.	4P.M.	2	4
FRIDAY	3/16/2013	3P.M.	11P.M.	2	6
SATURDAY	3/17/2013	10 A.M.	11P.M.	6	7
SUNDAY	3/18/2013	11A.M.	11P.M.	6	6

WORKWEEK HOURS TOTAL: 38.5

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: IGNACIO CARBALLO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12A.M.	3A.M.	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/14/2013	9 A.M.	5 P.M.	3	5
THURSDAY	3/15/2013	10A.M.	4P.M.	1	5
FRIDAY	3/16/2013	3P.M.	11P.M.	2	6
SATURDAY	3/17/2013	10 A.M.	11P.M.	6	7
SUNDAY	3/18/2013	11A.M.	11P.M.	6	6

WORKWEEK HOURS TOTAL: 38

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $600.00
DRAWS: $0.00
NET: $600.00

NAME: HUGO RONQUILLO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12A.M.	3A.M.	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	3/14/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/15/2013	10A.M.	4P.M.	2.5	3.5
FRIDAY	3/16/2013	3P.M.	11P.M.	3	5
SATURDAY	3/17/2013	10 A.M.	11P.M.	6	7
SUNDAY	3/18/2013	11A.M.	11P.M.	6	6

WORKWEEK HOURS TOTAL: 36.5

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: CONSTANTINO LOPEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12A.M.	3A.M.	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	3/14/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/15/2013	10A.M.	4P.M.	1	5
FRIDAY	3/16/2013	3P.M.	11P.M.	4	6
SATURDAY	3/17/2013	10 A.M.	11P.M.	5.5	7.5
SUNDAY	3/18/2013	11A.M.	11P.M.	6	6

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE: Confidential [redacted]

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PAY: $575.00
DRAWS: $0.00
NET: $575.00

NAME: CARLOS ARMENTA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12A.M.	3A.M.	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/14/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/15/2013	10A.M.	4P.M.	1	5
FRIDAY	3/16/2013	3P.M.	11P.M.	2	6
SATURDAY	3/17/2013	10 A.M.	11P.M.	6	7
SUNDAY	3/18/2013	11A.M.	11P.M.	6	6

WORKWEEK HOURS TOTAL: 39

EMPLOYEE SIGNATURE: Confidential

PAY: $425.00
DRAWS: $0.00
NET: $425.00

NAME: ALDO ROANO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12A.M.	3A.M.	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	3/14/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/15/2013	10A.M.	4P.M.	1	5
FRIDAY	3/16/2013	3P.M.	11P.M.	4	6
SATURDAY	3/17/2013	10 A.M.	11P.M.	6.5	6.5
SUNDAY	3/18/2013	11A.M.	11P.M.	6	6

WORKWEEK HOURS TOTAL: 39

EMPLOYEE SIGNATURE: Confidential

PAY: $600.00
DRAWS: ~~$90.00~~
NET: 600 ~~$510.00~~

NAME: JAVIER GAMERO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12A.M.	3A.M.	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/14/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/15/2013	10A.M.	4P.M.	1	5
FRIDAY	3/16/2013	3P.M.	11P.M.	2	6
SATURDAY	3/17/2013	10 A.M.	11P.M.	6	7
SUNDAY	3/18/2013	11A.M.	11P.M.	6	6

WORKWEEK HOURS TOTAL: 39

EMPLOYEE SIGNATURE: Butler's Confidential

PAY: $415.00
DRAWS: $0.00
NET: $415.00

NAME: REGGIE ROSS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12A.M.	3A.M.	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/14/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/15/2013	10A.M.	4P.M.	1	5
FRIDAY	3/16/2013	3P.M.	11P.M.	2	6
SATURDAY	3/17/2013	10 A.M.	11P.M.	6	7
SUNDAY	3/18/2013	11A.M.	11P.M.	6	6

WORKWEEK HOURS TOTAL: 39

EMPLOYEE SIGNATURE: Confidential

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: ANTONIO ARMENTA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12A.M.	3A.M.	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	3/14/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	3/15/2013	10A.M.	4P.M.	2	4
FRIDAY	3/16/2013	3P.M.	11P.M.	3	7
SATURDAY	3/17/2013	10 A.M.	11P.M.	7	6
SUNDAY	3/18/2013	11A.M.	11P.M.	6	6

WORKWEEK HOURS TOTAL: 39.5

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: ALFONSO GUEVARA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12A.M.	3A.M.	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	3/14/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/15/2013	10A.M.	4P.M.	1	5
FRIDAY	3/16/2013	3P.M.	11P.M.	3	7
SATURDAY	3/17/2013	10 A.M.	11P.M.	6.5	6.5
SUNDAY	3/18/2013	11A.M.	11P.M.	6	6

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE: Confidential

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PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: UBALDO SANCHEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12A.M.	3A.M.	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	3/14/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/15/2013	10A.M.	4P.M.	1	5
FRIDAY	3/16/2013	3P.M.	11P.M.	3	7
SATURDAY	3/17/2013	10 A.M.	11P.M.	6.5	6.5
SUNDAY	3/18/2013	11A.M.	11P.M.	6	6

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $500.00
DRAWS: $0.00
NET: $500.00

NAME: RON PIERCE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	3/13/2013	OFF	OFF	0	0
THURSDAY	3/14/2013	OFF	OFF	0	0
FRIDAY	3/15/2013	OFF	OFF	0	0
SATURDAY	3/16/2013	OFF	OFF	0	0
SUNDAY	3/17/2013	10 P.M.	12 A.M.	0	2

WORKWEEK HOURS TOTAL: 11.5

EMPLOYEE SIGNATURE: Confidential [redacted] Confidential

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: LEMITIA JACKSON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12A.M.	3A.M.	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	3/14/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/15/2013	10A.M.	4P.M.	1	5
FRIDAY	3/16/2013	3P.M.	11P.M.	3	7
SATURDAY	3/17/2013	10 A.M.	11P.M.	6.5	6.5
SUNDAY	3/18/2013	11A.M.	11P.M.	6	6

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: JAMIE MENDOZA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12A.M.	3A.M.	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	3/14/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/15/2013	10A.M.	4P.M.	2	4
FRIDAY	3/16/2013	3P.M.	11P.M.	3	5
SATURDAY	3/17/2013	10 A.M.	11P.M.	6	7
SUNDAY	3/18/2013	11A.M.	11P.M.	6	6

WORKWEEK HOURS TOTAL: 37

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: VALENTINO SANTIAGO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12A.M.	3A.M.	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/14/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	3/15/2013	10A.M.	4P.M.	0.5	5.5
FRIDAY	3/16/2013	3P.M.	11P.M.	3	5
SATURDAY	3/17/2013	10 A.M.	11P.M.	6	7
SUNDAY	3/18/2013	11A.M.	11P.M.	6	6

WORKWEEK HOURS TOTAL: 39

EMPLOYEE SIGNATURE: Confidential

PAY: $365.00
DRAWS: $0.00
NET: $365.00

NAME: ELPIDIO SEDANO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12A.M.	3A.M.	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/14/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/15/2013	10A.M.	4P.M.	1	5
FRIDAY	3/16/2013	3P.M.	11P.M.	2	6
SATURDAY	3/17/2013	10 A.M.	11P.M.	6	7
SUNDAY	3/18/2013	11A.M.	11P.M.	6	6

WORKWEEK HOURS TOTAL: 39

EMPLOYEE SIGNATURE: Butler's E Confidential

PAY: $1,000.00
DRAWS: $0.00
NET: $1,000.00

NAME: TONY RENARD

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12A.M.	3A.M.	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	3/14/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	3/15/2013	10A.M.	4P.M.	2	4
FRIDAY	3/16/2013	3P.M.	11P.M.	3	7
SATURDAY	3/17/2013	10 A.M.	11P.M.	7	6
SUNDAY	3/18/2013	11A.M.	11P.M.	6	6

WORKWEEK HOURS TOTAL: 39.5

Confidential

EMPLOYEE SIGNATURE:

352

PAY: ~~$325.00~~
DRAWS: $0.00
NET: $325.00

NAME: JAMIE VASQUEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12A.M.	3A.M.	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	3/14/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/15/2013	10A.M.	4P.M.	1	5
FRIDAY	3/16/2013	3P.M.	11P.M.	3	7
SATURDAY	3/17/2013	10 A.M.	11P.M.	6.5	6.5
SUNDAY	3/18/2013	11A.M.	11P.M.	6	6

WORKWEEK HOURS TOTAL: 40

Confidential

Confidential

EMPLOYEE SIGNATURE:

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: JESUS OJEDA GARCIA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12A.M.	3A.M.	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	3/14/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/15/2013	10A.M.	4P.M.	1	5
FRIDAY	3/16/2013	3P.M.	11P.M.	3	7
SATURDAY	3/17/2013	10 A.M.	11P.M.	6.5	6.5
SUNDAY	3/18/2013	11A.M.	11P.M.	6	6

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE:

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PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: RICARDO RUIZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12A.M.	3A.M.	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	3/14/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/15/2013	10A.M.	4P.M.	1	5
FRIDAY	3/16/2013	3P.M.	11P.M.	3	7
SATURDAY	3/17/2013	10 A.M.	11P.M.	7	6
SUNDAY	3/18/2013	11A.M.	11P.M.	6	6

WORKWEEK HOURS TOTAL: 39.5

Confidential

EMPLOYEE SIGNATURE: [redacted]

PAY: $475.00
DRAWS: $0.00
NET: $475.00

NAME: JAMIE HERNANDEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12A.M.	3A.M.	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/14/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/15/2013	10A.M.	4P.M.	1	5
FRIDAY	3/16/2013	3P.M.	11P.M.	2	6
SATURDAY	3/17/2013	10 A.M.	11P.M.	6	7
SUNDAY	3/18/2013	11A.M.	11P.M.	6	6

WORKWEEK HOURS TOTAL: 39

Confidential

EMPLOYEE SIGNATURE: [redacted]

PAY: $525.00
DRAWS:
NET: $525.00

NAME: OMAR LOPEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12A.M.	3A.M.	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	3/14/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/15/2013	10A.M.	4P.M.	2	4
FRIDAY	3/16/2013	3P.M.	11P.M.	3	5
SATURDAY	3/17/2013	10 A.M.	11P.M.	5.5	7.5
SUNDAY	3/18/2013	11A.M.	11P.M.	6	6

WORKWEEK HOURS TOTAL: 37.5

Confidential

EMPLOYEE SIGNATURE: [redacted]

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PAY: $410.00
DRAWS: $0.00
NET: $410.00

NAME: JULIO MARTINEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12A.M.	3A.M.	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	3/14/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/15/2013	10A.M.	4P.M.	2	4
FRIDAY	3/16/2013	3P.M.	11P.M.	2	6
SATURDAY	3/17/2013	10 A.M.	11P.M.	6	7
SUNDAY	3/18/2013	11A.M.	11P.M.	6	6

WORKWEEK HOURS TOTAL: 38.5

EMPLOYEE SIGNATURE: Confidential

PAY: $500.00
DRAWS: $0.00
NET: $500.00

NAME: FELIPE RENDON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12A.M.	3A.M.	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/14/2013	9 A.M.	5 P.M.	3	5
THURSDAY	3/15/2013	10A.M.	4P.M.	0.5	5.5
FRIDAY	3/16/2013	3P.M.	11P.M.	3	5
SATURDAY	3/17/2013	10 A.M.	11P.M.	6	7
SUNDAY	3/18/2013	11A.M.	11P.M.	6	6

WORKWEEK HOURS TOTAL: 37.5

EMPLOYEE SIGNATURE: Confidential

PAY: $475.00
DRAWS: $0.00
NET: $475.00

NAME: DAVID MENDEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12A.M.	3A.M.	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	3/14/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/15/2013	10A.M.	4P.M.	2	4
FRIDAY	3/16/2013	3P.M.	11P.M.	2	6
SATURDAY	3/17/2013	10 A.M.	11P.M.	6	7
SUNDAY	3/18/2013	11A.M.	11P.M.	6	6

WORKWEEK HOURS TOTAL: 38.5

EMPLOYEE SIGNATURE: Confidential

PAY: $390.00
DRAWS:
NET: $390.00

NAME: JULIEN ARMENTA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12A.M.	3A.M.	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/14/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/15/2013	10A.M.	4P.M.	1	5
FRIDAY	3/16/2013	3P.M.	11P.M.	2	6
SATURDAY	3/17/2013	10 A.M.	11P.M.	6	7
SUNDAY	3/18/2013	11A.M.	11P.M.	6	6

WORKWEEK HOURS TOTAL: 39

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: JOSE LUIS PENA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12A.M.	3A.M.	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	3/14/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/15/2013	10A.M.	4P.M.	1	5
FRIDAY	3/16/2013	3P.M.	11P.M.	4.5	5.5
SATURDAY	3/17/2013	10 A.M.	11P.M.	5.5	7.5
SUNDAY	3/18/2013	11A.M.	11P.M.	6	6

WORKWEEK HOURS TOTAL: 39.5

EMPLOYEE SIGNATURE: Confidential

PAY: $600.00
DRAWS: $0.00
NET: $600.00

NAME: JOSE VENTURA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12A.M.	3A.M.	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/14/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/15/2013	10A.M.	4P.M.	1	5
FRIDAY	3/16/2013	3P.M.	11P.M.	2	6
SATURDAY	3/17/2013	10 A.M.	11P.M.	6	7
SUNDAY	3/18/2013	11A.M.	11P.M.	6	6

WORKWEEK HOURS TOTAL: 39

EMPLOYEE SIGNATURE: Confidential

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PAY: $400.00
DRAWS: $0.00
NET: $400.00

NAME: JOSE CIRO SANCHEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12A.M.	3A.M.	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	3/14/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/15/2013	10A.M.	4P.M.	1	5
FRIDAY	3/16/2013	3P.M.	11P.M.	3	7
SATURDAY	3/17/2013	10 A.M.	11P.M.	6.5	6.5
SUNDAY	3/18/2013	11A.M.	11P.M.	6	6

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE:

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: DIONISIO DOROTEO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12A.M.	3A.M.	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	3/14/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/15/2013	10A.M.	4P.M.	2	4
FRIDAY	3/16/2013	3P.M.	11P.M.	3	5
SATURDAY	3/17/2013	10 A.M.	11P.M.	6	7
SUNDAY	3/18/2013	11A.M.	11P.M.	6	6

WORKWEEK HOURS TOTAL: 37

Confidential

EMPLOYEE SIGNATURE:

PAY: $395.00
DRAWS: $0.00
NET: $395.00

NAME: FELIPE VILLEGAS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12A.M.	3A.M.	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	3/14/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/15/2013	10A.M.	4P.M.	2	4
FRIDAY	3/16/2013	3P.M.	11P.M.	2	6
SATURDAY	3/17/2013	10 A.M.	11P.M.	6	7
SUNDAY	3/18/2013	11A.M.	11P.M.	6	6

WORKWEEK HOURS TOTAL: 38.5

EMPLOYEE SIGNATURE:

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PAY: $385.00
DRAWS:
NET: $385.00

NAME: ROBERTO PENA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12A.M.	3A.M.	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	3/14/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/15/2013	10A.M.	4P.M.	2	4
FRIDAY	3/16/2013	3P.M.	11P.M.	3	5
SATURDAY	3/17/2013	10 A.M.	11P.M.	6	7
SUNDAY	3/18/2013	11A.M.	11P.M.	6	6

WORKWEEK HOURS TOTAL: 37

EMPLOYEE SIGNATURE: Confidential

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: MARTHA VARGAS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12A.M.	3A.M.	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	3/14/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/15/2013	10A.M.	4P.M.	2	4
FRIDAY	3/16/2013	3P.M.	11P.M.	3.5	6.5
SATURDAY	3/17/2013	10 A.M.	11P.M.	5.5	7.5
SUNDAY	3/18/2013	11A.M.	11P.M.	6	6

WORKWEEK HOURS TOTAL: 39.5

EMPLOYEE SIGNATURE: Confidential

PAY: $450.00
DRAWS:
NET: $450.00

NAME: MIKE BROWN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12A.M.	3A.M.	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	3/14/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/15/2013	10A.M.	4P.M.	2	4
FRIDAY	3/16/2013	3P.M.	11P.M.	3	7
SATURDAY	3/17/2013	10 A.M.	11P.M.	5.5	7.5
SUNDAY	3/18/2013	11A.M.	11P.M.	6	6

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE: Confidential

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PAY: $745.00

DRAWS:

NET: $745.00

NAME: ANTONIO MENDEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12A.M.	3A.M.	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	3/14/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/15/2013	10A.M.	4P.M.	2	4
FRIDAY	3/16/2013	3P.M.	11P.M.	2	6
SATURDAY	3/17/2013	10 A.M.	11P.M.	6	7
SUNDAY	3/18/2013	11A.M.	11P.M.	6	6

WORKWEEK HOURS TOTAL: 38.5

EMPLOYEE SIGNATURE:

Confidential

PAY: $450.00

DRAWS: $0.00

NET: $450.00

NAME: MIKE PITTS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12A.M.	3A.M.	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/14/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/15/2013	10A.M.	4P.M.	2	4
FRIDAY	3/16/2013	3P.M.	11P.M.	2.5	5.5
SATURDAY	3/17/2013	10 A.M.	11P.M.	6	7
SUNDAY	3/18/2013	11A.M.	11P.M.	6	6

WORKWEEK HOURS TOTAL: 37

EMPLOYEE SIGNATURE:

Confidential

PAY: $350.00

DRAWS: $0.00

NET: $350.00

NAME: JESUS GRAJALES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12A.M.	3A.M.	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/14/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/15/2013	10A.M.	4P.M.	1.5	4.5
FRIDAY	3/16/2013	3P.M.	11P.M.	2	6
SATURDAY	3/17/2013	10 A.M.	11P.M.	6	7
SUNDAY	3/18/2013	11A.M.	11P.M.	6	6

WORKWEEK HOURS TOTAL: 38.5

EMPLOYEE SIGNATURE:

Confidential

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PAY: 2000

DRAWS:

NET: $0.00

NAME: BILLY TRUAX

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12A.M.	3A.M.	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	3/14/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/15/2013	10A.M.	4P.M.	2	4
FRIDAY	3/16/2013	3P.M.	11P.M.	3	5
SATURDAY	3/17/2013	10 A.M.	11P.M.	6	7
SUNDAY	3/18/2013	11A.M.	11P.M.	6	6

WORKWEEK HOURS TOTAL: 37

EMPLOYEE SIGNATURE: Confidential

PAY: $425.00

DRAWS: $0.00

NET: $425.00

NAME: JUAN RUIZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12A.M.	3A.M.	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	3/14/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/15/2013	10A.M.	4P.M.	2	4
FRIDAY	3/16/2013	3P.M.	11P.M.	4.5	5.5
SATURDAY	3/17/2013	10 A.M.	11P.M.	4.5	8.5
SUNDAY	3/18/2013	11A.M.	11P.M.	6	6

WORKWEEK HOURS TOTAL: Confidential 39.5

EMPLOYEE SIGNATURE:

PAY: $400.00

DRAWS: $0.00

NET: $400.00

NAME: RUTILIO GUZMAN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12A.M.	3A.M.	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/14/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/15/2013	10A.M.	4P.M.	2	4
FRIDAY	3/16/2013	3P.M.	11P.M.	2.5	5.5
SATURDAY	3/17/2013	10 A.M.	11P.M.	6	7
SUNDAY	3/18/2013	11A.M.	11P.M.	6	6

WORKWEEK 'RS TOTAL: Confidential 37

'E SIGNATURE:

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: RAUL SEVERO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12A.M.	3A.M.	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	3/14/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/15/2013	10A.M.	4P.M.	2	4
FRIDAY	3/16/2013	3P.M.	11P.M.	4	6
SATURDAY	3/17/2013	10 A.M.	11P.M.	4.5	8.5
SUNDAY	3/18/2013	11A.M.	11P.M.	6	6

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE: Confidential

PAY: $350.00
DRAWS:
NET: $350.00

NAME: SCOTT CERVARICH

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12A.M.	3A.M.	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	3/14/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/15/2013	10A.M.	4P.M.	2	4
FRIDAY	3/16/2013	3P.M.	11P.M.	4	6
SATURDAY	3/17/2013	10 A.M.	11P.M.	4.5	8.5
SUNDAY	3/18/2013	11A.M.	11P.M.	6	6

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE: Confidential

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: WENDELL MINGS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12A.M.	3A.M.	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	3/14/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	3/15/2013	10A.M.	4P.M.	2	4
FRIDAY	3/16/2013	3P.M.	11P.M.	3	7
SATURDAY	3/17/2013	10 A.M.	11P.M.	7	6
SUNDAY	3/18/2013	11A.M.	11P.M.	6	6

WORKWEEK HOURS TOTAL: 39.5

EMPLOYEE SIGNATURE: Confidential

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PAY: $400.00
DRAWS: $0.00
NET: $400.00

NAME: EDUARDO MOTA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12A.M.	3A.M.	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	3/14/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/15/2013	10A.M.	4P.M.	1	5
FRIDAY	3/16/2013	3P.M.	11P.M.	3	7
SATURDAY	3/17/2013	10 A.M.	11P.M.	6.5	6.5
SUNDAY	3/18/2013	11A.M.	11P.M.	6	6

WORKWEEK HOURS TOTAL: 40

Confidential [redacted]

EMPLOYEE SIGNATURE:

PAY: $500.00
DRAWS: $0.00
NET: $500.00

NAME: SEGIO GUZMAN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/13/2013	OFF	OFF	0	0
THURSDAY	3/14/2013	OFF	OFF	0	0
FRIDAY	3/15/2013	OFF	OFF	0	0
SATURDAY	3/16/2013	OFF	OFF	0	0
SUNDAY	3/17/2013	10 P.M.	12 A.M.	0	2

WORKWEEK HOURS TOTAL: 11

Confidential [redacted]

EMPLOYEE SIGNATURE:

PAY: $500.00
DRAWS: $0.00
NET: $500.00

NAME: GUSTAVO GAMERO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12A.M.	3A.M.	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	3/14/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	3/15/2013	10A.M.	4P.M.	2.5	3.5
FRIDAY	3/16/2013	3P.M.	11P.M.	2	6
SATURDAY	3/17/2013	10 A.M.	11P.M.	6	7
SUNDAY	3/18/2013	11A.M.	11P.M.	6	6

WORKWEEK HOURS TOTAL: 38.5

Confidential [redacted]

EMPLOYEE SIGNATURE:

Butler's Exh. 26, p. 495

PAY: $500.00
DRAWS: $0.00
NET: $500.00

NAME: SAUL ESTUDILLO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/13/2013	OFF	OFF	0	0
THURSDAY	3/14/2013	OFF	OFF	0	0
FRIDAY	3/15/2013	OFF	OFF	0	0
SATURDAY	3/16/2013	OFF	OFF	0	0
SUNDAY	3/17/2013	10 P.M.	12 A.M.	0	2

WORKWEEK HOURS TOTAL: 11

EMPLOYEE SIGNATURE: Confidential

PAY: $500.00
DRAWS: $0.00
NET: $500.00

NAME: SHANE BYRD

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/13/2013	OFF	OFF	0	0
THURSDAY	3/14/2013	OFF	OFF	0	0
FRIDAY	3/15/2013	OFF	OFF	0	0
SATURDAY	3/16/2013	OFF	OFF	0	0
SUNDAY	3/17/2013	10 P.M.	12 A.M.	0	2

WORKWEEK HOURS TOTAL: 11

EMPLOYEE SIGNATURE: Confidential

PAY: $500.00
DRAWS:
NET: $500.00

NAME: DANIEL ANDRADE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/13/2013	OFF	OFF	0	0
THURSDAY	3/14/2013	OFF	OFF	0	0
FRIDAY	3/15/2013	OFF	OFF	0	0
SATURDAY	3/16/2013	OFF	OFF	0	0
SUNDAY	3/17/2013	10 P.M.	12 A.M.	0	2

WORKWEEK HOURS TOTAL: 11

EMPLOYEE SIGNATURE: Confidential

PAY: $500.00
DRAWS: $0.00
NET: $500.00

NAME: JOSE IVAN ORTEGA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12A.M.	3A.M.	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	3/14/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	3/15/2013	10A.M.	4P.M.	2.5	3.5
FRIDAY	3/16/2013	3P.M.	11P.M.	3	5
SATURDAY	3/17/2013	10 A.M.	11P.M.	6	7
SUNDAY	3/18/2013	11A.M.	11P.M.	6	6

WORKWEEK HOURS TOTAL: 37.5

Confidential

EMPLOYEE SIGNATURE:

PAY: $500.00
DRAWS: $0.00
NET: $500.00

NAME: FERNANDO PREZA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/13/2013	OFF	OFF	1	-1
THURSDAY	3/14/2013	OFF	OFF	0	0
FRIDAY	3/15/2013	OFF	OFF	0	0
SATURDAY	3/16/2013	OFF	OFF	0	0
SUNDAY	3/17/2013	10 P.M.	12 A.M.	0	2

WORKWEEK HOURS TOTAL: 10

Confidential

EMPLOYEE SIGNATURE:

PAY: $500.00
DRAWS: $0.00
NET: $500.00

NAME: FERNANDO TREJA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/13/2013	OFF	OFF	0	0
THURSDAY	3/14/2013	OFF	OFF	0	0
FRIDAY	3/15/2013	OFF	OFF	0	0
SATURDAY	3/16/2013	OFF	OFF	0	0
SUNDAY	3/17/2013	10 P.M.	12 A.M.	0	2

WORKWEEK HOURS TOTAL: 11

Confidential

EMPLOYEE SIGNATURE:

Butler's Exh. [redacted] p. 497

PAY: $600.00
DRAWS: $0.00
NET: $600.00

NAME: JAMES JOHNSON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	3/13/2013	OFF	OFF	0	0
THURSDAY	3/14/2013	OFF	OFF	0	0
FRIDAY	3/15/2013	OFF	OFF	0	0
SATURDAY	3/16/2013	OFF	OFF	0	0
SUNDAY	3/17/2013	10 P.M.	12 A.M.	0	2

WORKWEEK HOURS TOTAL: 11.5

Confidential

EMPLOYEE SIGNATURE: [redacted]

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: JUAN PUAC

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12A.M.	3A.M.	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/14/2013	9 A.M.	5 P.M.	3	5
THURSDAY	3/15/2013	10A.M.	4P.M.	0.5	5.5
FRIDAY	3/16/2013	3P.M.	11P.M.	3	5
SATURDAY	3/17/2013	10 A.M.	11P.M.	6	7
SUNDAY	3/18/2013	11A.M.	11P.M.	6	6

WORKWEEK HOURS TOTAL: 37.5

Confidential

EMPLOYEE SIGNATURE: [redacted]

PAY: $375.00
DRAWS: $0.00
NET: $375.00

NAME: RICARDO HUERTA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12A.M.	3A.M.	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/14/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/15/2013	10A.M.	4P.M.	1	5
FRIDAY	3/16/2013	3P.M.	11P.M.	4	6
SATURDAY	3/17/2013	10 A.M.	11P.M.	5.5	7.5
SUNDAY	3/18/2013	11A.M.	11P.M.	6	6

WORKWEEK HOURS TOTAL: 39

Confidential

EMPLOYEE SIGNATURE:

PAY: $385.00
DRAWS: ~~$40.00~~
NET: ~~$345.00~~

NAME: ROGELIO PEREZ 385

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12A.M.	3A.M.	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	3/14/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/15/2013	10A.M.	4P.M.	2	4
FRIDAY	3/16/2013	3P.M.	11P.M.	4	4
SATURDAY	3/17/2013	10 A.M.	11P.M.	6	7
SUNDAY	3/18/2013	11A.M.	11P.M.	6	6

WORKWEEK HOURS TOTAL: 36

Confidential

EMPLOYEE SIGNATURE:

Payroll records

DESERT SKY MAIL

2013

03/11/2013 - 03/17/2013

and 03/18/2013 - 03/24/2013

(B)

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LOCATION: Desert Sky Mall
WEEK ENDING: 3/24/2013

GROSS PAY: 204.-

NAME: Bobbie Ewell

SIGNATURE: Confidential

LOCATION: Desert Sky Mall
WEEK ENDING: 3/24/2013

GROSS PAY: 284.-

NAME: Jamie Dandridge

SIGNATURE: Confidential

LOCATION: Desert Sky Mall
WEEK ENDING: 3/24/2013

GROSS PAY: 184.-

NAME: Kristi Jessie

SIGNATURE: Confidential

LOCATION Desert Sky Mall
WEEK ENDING: 3/24/2013

GROSS PAY: 236.-

NAME: April Castellini

SIGNATURE: Confidential

LOCATION: Desert Sky Mall
WEEK ENDING: 3/24/2013

GROSS PAY: 232.-

NAME: Donna Robinson

SIGNATURE: Confidential

LOCATION: Desert Sky Mall
WEEK ENDING: 3/24/2013

GROSS PAY: 272.-

NAME: Tina LaMere

SIGNATURE: Confidential

PAY: $500.00
DRAWS: $0.00
NET: $500.00

NAME: SAUL ESTUDILLO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	OFF	OFF	0	3
TUESDAY	3/19/2013	9 A.M	5 P.M.	3	5
WEDNESDAY	3/20/2013	9 A.M.	5 P.M.	3	5
THURSDAY	3/21/2013	9 A.M.	5 P.M.	3	5
FRIDAY	3/22/2013	OFF	OFF	0	0
SATURDAY	3/23/2013	OFF	OFF	0	0
SUNDAY	3/24/2013	10 P.M.	12 A.M.	0	2

WORKWEEK HOURS TOTAL: 20

EMPLOYEE SIGNATURE: Confidential

PAY: $600.00
DRAWS: $0.00
NET: $600.00

NAME: JAMES JOHNSON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	OFF	OFF	0	3
TUESDAY	3/19/2013	9 A.M	5 P.M.	1.5	5.5
WEDNESDAY	3/20/2013	9 A.M.	5 P.M.	3	5
THURSDAY	3/21/2013	9 A.M.	5 P.M.	3	5
FRIDAY	3/22/2013	OFF	OFF	0	0
SATURDAY	3/23/2013	OFF	OFF	0	0
SUNDAY	3/24/2013	10 P.M.	12 A.M.	0	2

WORKWEEK HOURS TOTAL: 20.5

Confidential

EMPLOYEE SIGNATURE: [redacted]

PAY: $600.00
DRAWS: $0.00
NET: $600.00

NAME: JOSE VENTURA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	OFF	OFF	0	3
TUESDAY	3/19/2013	9 A.M	5 P.M.	1.5	5.5
WEDNESDAY	3/20/2013	9 A.M.	5 P.M.	3	5
THURSDAY	3/21/2013	9 A.M.	5 P.M.	3	5
FRIDAY	3/22/2013	OFF	OFF	0	0
SATURDAY	3/23/2013	OFF	OFF	0	0
SUNDAY	3/24/2013	10 P.M.	12 A.M.	0	2

WORKWEEK HOURS TOTAL: 20.5

Confidential

EMPLOYEE SIGNATURE: [redacted]

PAY: $500.00
DRAWS:
NET: $500.00

NAME: DANIEL ANDRADE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	OFF	OFF	0	3
TUESDAY	3/19/2013	9 A.M	5 P.M.	2	5
WEDNESDAY	3/20/2013	9 A.M.	5 P.M.	3	5
THURSDAY	3/21/2013	9 A.M.	5 P.M.	3	5
FRIDAY	3/22/2013	OFF	OFF	0	0
SATURDAY	3/23/2013	OFF	OFF	0	0
SUNDAY	3/24/2013	10 P.M.	12 A.M.	0	2

WORKWEEK HOURS TOTAL: 20

Confidential

EMPLOYEE SIGNATURE: [redacted]

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Butler000503

PAY: $500.00
DRAWS: $0.00
NET: $500.00

NAME: CARLOS RIVERA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	4 P.M	10 P.M.	1	5
TUESDAY	3/19/2013	4 P.M.	10 P.M.	2	4
WEDNESDAY	3/20/2013	4 P.M.	10 P.M.	2	4
THURSDAY	3/21/2013	4 P.M.	10 P.M.	1.5	4.5
FRIDAY	3/22/2013	4 P.M.	11P.M.	2	6
SATURDAY	3/23/2013	10 A.M.	11P.M.	5	8
SUNDAY	3/24/2013	11A.M.	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 38.5

EMPLOYEE SIGNATURE: Confidential

PAY: $500.00
DRAWS: $0.00
NET: $500.00

NAME: WILLIAM MAULDIN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	12	8	2	6
TUESDAY	3/19/2013	12	8	2	6
WEDNESDAY	3/20/2013	OFF	OFF	0	0
THURSDAY	3/21/2013	OFF	OFF	0	0
FRIDAY	3/22/2013	OFF	OFF	0	0
SATURDAY	3/23/2013	10 A.M.	11P.M.	5	8
SUNDAY	3/24/2013	11A.M.	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 27

EMPLOYEE SIGNATURE: Confidential

PAY: $415.00
DRAWS: $0.00
NET: $415.00

NAME: REGGIE ROSS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	4 P.M	10 P.M.	1	5
TUESDAY	3/19/2013	4 P.M.	10 P.M.	2	4
WEDNESDAY	3/20/2013	4 P.M.	10 P.M.	2	4
THURSDAY	3/21/2013	4 P.M.	10 P.M.	1	5
FRIDAY	3/22/2013	4 P.M.	11P.M.	2	6
SATURDAY	3/23/2013	10 A.M.	11P.M.	5	8
SUNDAY	3/24/2013	11A.M.	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 39

EMPLOYEE SIGNATURE: Confidential

PAY: $1,000.00
DRAWS: $0.00
NET: $1,000.00

NAME: TONY RENARD

DAY	DATE	IN	OUT	BREAKS	TOTAL HOUR
MONDAY	3/18/2013	4 P.M	10 P.M.	2	4
TUESDAY	3/19/2013	4 P.M.	10 P.M.	1	5
WEDNESDAY	3/20/2013	4 P.M.	10 P.M.	0.5	5.5
THURSDAY	3/21/2013	4 P.M.	10 P.M.	2.5	3.5
FRIDAY	3/22/2013	4 P.M.	11P.M.	3	7
SATURDAY	3/23/2013	10 A.M.	11P.M.	7	6
SUNDAY	3/24/2013	11A.M.	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 38

Confidential

EMPLOYEE SIGNATURE:

PAY: $600.00
DRAWS: $0.00
NET: $600.00

NAME: MARILU ZEPEDA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	4 P.M	10 P.M.	1	5
TUESDAY	3/19/2013	4 P.M.	10 P.M.	2	4
WEDNESDAY	3/20/2013	4 P.M.	10 P.M.	2	4
THURSDAY	3/21/2013	4 P.M.	10 P.M.	1	5
FRIDAY	3/22/2013	4 P.M.	11P.M.	2	6
SATURDAY	3/23/2013	10 A.M.	11P.M.	5	8
SUNDAY	3/24/2013	11A.M.	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 39

Confidential

EMPLOYEE SIGNATURE:

PAY: $475.00
DRAWS: $0.00
NET: $475.00

NAME: JAMIE HERNANDEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	4 P.M	10 P.M.	1	5
TUESDAY	3/19/2013	4 P.M.	10 P.M.	2	4
WEDNESDAY	3/20/2013	4 P.M.	10 P.M.	2	4
THURSDAY	3/21/2013	4 P.M.	10 P.M.	1	5
FRIDAY	3/22/2013	4 P.M.	11P.M.	2	6
SATURDAY	3/23/2013	10 A.M.	11P.M.	5	8
SUNDAY	3/24/2013	11A.M.	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 39

Confidential

EMPLOYEE SIGNATURE:

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PAY: $400.00
DRAWS: $0.00
NET: $400.00

NAME: JOSE CIRO SANCHEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	4 P.M	10 P.M.	2	4
TUESDAY	3/19/2013	4 P.M.	10 P.M.	1	5
WEDNESDAY	3/20/2013	4 P.M.	10 P.M.	1.5	4.5
THURSDAY	3/21/2013	4 P.M.	10 P.M.	1.5	4.5
FRIDAY	3/22/2013	4 P.M.	11P.M.	3	7
SATURDAY	3/23/2013	10 A.M.	11P.M.	6.5	6.5
SUNDAY	3/24/2013	11A.M.	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 38.5

Confidential

EMPLOYEE SIGNATURE:

PAY: $7[illegible]
DRAWS: $0.00
NET: $745.00

NAME: ANTONIO MENDEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	4 P.M	10 P.M.	1	5
TUESDAY	3/19/2013	4 P.M.	10 P.M.	1.5	4.5
WEDNESDAY	3/20/2013	4 P.M.	10 P.M.	2	4
THURSDAY	3/21/2013	4 P.M.	10 P.M.	2	4
FRIDAY	3/22/2013	4 P.M.	11P.M.	2	6
SATURDAY	3/23/2013	10 A.M.	11P.M.	5	8
SUNDAY	3/24/2013	11A.M.	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 38.5

Confidential

EMPLOYEE SIGNATURE:

PAY: $900.00
DRAWS: $0.00
NET: $900.00

NAME: RON QUINT

DAY	DATE	IN	OUT	BREAKS	TOTAL HOUI
MONDAY	3/18/2013	OFF	OFF	0	3
TUESDAY	3/19/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/20/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/21/2013	9 A.M.	5 P.M.	3	5
FRIDAY	3/22/2013	OFF	OFF	0	0
SATURDAY	3/23/2013	OFF	OFF	0	0
SUNDAY	3/24/2013	10 P.M.	12 A.M.	0	2

WORKWEEK HOURS TOTAL: 21.5

Confidential

EMPLOYEE SIGNATURE:

PAY: $390.00
DRAWS:
NET: $390.00

NAME: JULIEN ARMENTA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	4 P.M	10 P.M.	1	5
TUESDAY	3/19/2013	4 P.M.	10 P.M.	2	4
WEDNESDAY	3/20/2013	4 P.M.	10 P.M.	2	4
THURSDAY	3/21/2013	4 P.M.	10 P.M.	1	5
FRIDAY	3/22/2013	4 P.M.	11P.M.	2	6
SATURDAY	3/23/2013	10 A.M.	11P.M.	5	8
SUNDAY	3/24/2013	11A.M.	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 39

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: LEMITIA JACKSON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	4 P.M	10 P.M.	2	4
TUESDAY	3/19/2013	4 P.M.	10 P.M.	1	5
WEDNESDAY	3/20/2013	4 P.M.	10 P.M.	1.5	4.5
THURSDAY	3/21/2013	4 P.M.	10 P.M.	1.5	4.5
FRIDAY	3/22/2013	4 P.M.	11P.M.	3	7
SATURDAY	3/23/2013	10 A.M.	11P.M.	6.5	6.5
SUNDAY	3/24/2013	11A.M.	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 38.5

EMPLOYEE SIGNATURE: Confidential

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: DIONISIO DOROTEO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	4 P.M	10 P.M.	1	5
TUESDAY	3/19/2013	4 P.M.	10 P.M.	1.5	4.5
WEDNESDAY	3/20/2013	4 P.M.	10 P.M.	2.5	3.5
THURSDAY	3/21/2013	4 P.M.	10 P.M.	2	4
FRIDAY	3/22/2013	4 P.M.	11P.M.	3	5
SATURDAY	3/23/2013	10 A.M.	11P.M.	5	8
SUNDAY	3/24/2013	11A.M.	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 37

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: IGNACIO CARBALLO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	4 P.M	10 P.M.	2	4
TUESDAY	3/19/2013	4 P.M.	10 P.M.	2	4
WEDNESDAY	3/20/2013	4 P.M.	10 P.M.	2	4
THURSDAY	3/21/2013	4 P.M.	10 P.M.	1.5	4.5
FRIDAY	3/22/2013	4 P.M.	11P.M.	2	6
SATURDAY	3/23/2013	10 A.M.	11P.M.	6	7
SUNDAY	3/24/2013	11A.M.	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 36.5

Confidential

EMPLOYEE SIGNATURE: _____

PAY: $350.00
DRAWS: $0.00
NET: ~~$338.00~~ 350

NAME: JAMIE VASQUEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	4 P.M	10 P.M.	2	4
TUESDAY	3/19/2013	4 P.M.	10 P.M.	1	5
WEDNESDAY	3/20/2013	4 P.M.	10 P.M.	1.5	4.5
THURSDAY	3/21/2013	4 P.M.	10 P.M.	1.5	4.5
FRIDAY	3/22/2013	4 P.M.	11P.M.	3	7
SATURDAY	3/23/2013	10 A.M.	11P.M.	6.5	6.5
SUNDAY	3/24/2013	11A.M.	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 38.5

Confidential

Confidential

EMPLOYEE SIGNATURE: _____

PAY: $395.00
DRAWS: $0.00
NET: $395.00

NAME: FELIPE VILLEGAS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	4 P.M	10 P.M.	1	5
TUESDAY	3/19/2013	4 P.M.	10 P.M.	1.5	4.5
WEDNESDAY	3/20/2013	4 P.M.	10 P.M.	2	4
THURSDAY	3/21/2013	4 P.M.	10 P.M.	2	4
FRIDAY	3/22/2013	4 P.M.	11P.M.	2	6
SATURDAY	3/23/2013	10 A.M.	11P.M.	5	8
SUNDAY	3/24/2013	11A.M.	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 38.5

Confidential

EMPLOYEE SIGNATURE: _____

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: VALENTINO SANTIAGO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	4 P.M	10 P.M.	2	4
TUESDAY	3/19/2013	4 P.M.	10 P.M.	2	4
WEDNESDAY	3/20/2013	4 P.M.	10 P.M.	0.5	5.5
THURSDAY	3/21/2013	4 P.M.	10 P.M.	1	5
FRIDAY	3/22/2013	4 P.M.	11P.M.	3	5
SATURDAY	3/23/2013	10 A.M.	11P.M.	6	7
SUNDAY	3/24/2013	11A.M.	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 37.5

EMPLOYEE SIGNATURE: Confidential

PAY: $365.00
DRAWS: $0.00
NET: $365.00

NAME: ELPIDIO SEDANO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	4 P.M	10 P.M.	2	4
TUESDAY	3/19/2013	4 P.M.	10 P.M.	2	4
WEDNESDAY	3/20/2013	4 P.M.	10 P.M.	1	5
THURSDAY	3/21/2013	4 P.M.	10 P.M.	1.5	4.5
FRIDAY	3/22/2013	4 P.M.	11P.M.	2	6
SATURDAY	3/23/2013	10 A.M.	11P.M.	6	7
SUNDAY	3/24/2013	11A.M.	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 37.5

EMPLOYEE SIGNATURE: Confidential

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: JESUS GRAJALES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	4 P.M	10 P.M.	1	5
TUESDAY	3/19/2013	4 P.M.	10 P.M.	2	4
WEDNESDAY	3/20/2013	4 P.M.	10 P.M.	2	4
THURSDAY	3/21/2013	4 P.M.	10 P.M.	1.5	4.5
FRIDAY	3/22/2013	4 P.M.	11P.M.	2	6
SATURDAY	3/23/2013	10 A.M.	11P.M.	5	8
SUNDAY	3/24/2013	11A.M.	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 38.5

EMPLOYEE SIGNATURE: Confidential

PAY: $350.00
DRAWS:
NET: $350.00

NAME: JOSE MENDEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	4 P.M	10 P.M.	1	5
TUESDAY	3/19/2013	4 P.M.	10 P.M.	2	4
WEDNESDAY	3/20/2013	4 P.M.	10 P.M.	2.5	3.5
THURSDAY	3/21/2013	4 P.M.	10 P.M.	2.5	3.5
FRIDAY	3/22/2013	4 P.M.	11P.M.	3	5
SATURDAY	3/23/2013	10 A.M.	11P.M.	5	8
SUNDAY	3/24/2013	11A.M.	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 36

EMPLOYEE SIGNATURE: Confidential

Confidential

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: RICARDO RUIZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOUR
MONDAY	3/18/2013	4 P.M	10 P.M.	2	4
TUESDAY	3/19/2013	4 P.M.	10 P.M.	1	5
WEDNESDAY	3/20/2013	4 P.M.	10 P.M.	1.5	4.5
THURSDAY	3/21/2013	4 P.M.	10 P.M.	1.5	4.5
FRIDAY	3/22/2013	4 P.M.	11P.M.	3	7
SATURDAY	3/23/2013	10 A.M.	11P.M.	7	6
SUNDAY	3/24/2013	11A.M.	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 38

EMPLOYEE SIGNATURE: Confidential

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: JESUS OJEDA GARCIA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	4 P.M	10 P.M.	2	4
TUESDAY	3/19/2013	4 P.M.	10 P.M.	1	5
WEDNESDAY	3/20/2013	4 P.M.	10 P.M.	1.5	4.5
THURSDAY	3/21/2013	4 P.M.	10 P.M.	1.5	4.5
FRIDAY	3/22/2013	4 P.M.	11P.M.	3	7
SATURDAY	3/23/2013	10 A.M.	11P.M.	6.5	6.5
SUNDAY	3/24/2013	11A.M.	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 38.5

EMPLOYEE SIGNATURE: Confidential

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PAY: $400.00
DRAWS:
NET: $400.00

NAME: JERRY SOOTER

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	4 P.M	10 P.M.	2	4
TUESDAY	3/19/2013	4 P.M.	10 P.M.	1	5
WEDNESDAY	3/20/2013	4 P.M.	10 P.M.	1.5	4.5
THURSDAY	3/21/2013	4 P.M.	10 P.M.	1.5	4.5
FRIDAY	3/22/2013	4 P.M.	11P.M.	3	7
SATURDAY	3/23/2013	10 A.M.	11P.M.	6.5	6.5
SUNDAY	3/24/2013	11A.M.	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 38.5

EMPLOYEE SIGNATURE: Confidential

PAY: $600.00
DRAWS: $0.00
NET: $600.00

NAME: JOHN LOPEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	4 P.M	10 P.M.	1	5
TUESDAY	3/19/2013	4 P.M.	10 P.M.	2	4
WEDNESDAY	3/20/2013	4 P.M.	10 P.M.	2.5	3.5
THURSDAY	3/21/2013	4 P.M.	10 P.M.	2	4
FRIDAY	3/22/2013	4 P.M.	11P.M.	2	6
SATURDAY	3/23/2013	10 A.M.	11P.M.	5	8
SUNDAY	3/24/2013	11A.M.	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 37.5

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: ALFONSO GUEVARA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	4 P.M	10 P.M.	2	4
TUESDAY	3/19/2013	4 P.M.	10 P.M.	1	5
WEDNESDAY	3/20/2013	4 P.M.	10 P.M.	1.5	4.5
THURSDAY	3/21/2013	4 P.M.	10 P.M.	1.5	4.5
FRIDAY	3/22/2013	4 P.M.	11P.M.	3	7
SATURDAY	3/23/2013	10 A.M.	11P.M.	6.5	6.5
SUNDAY	3/24/2013	11A.M.	12 A.M.	6	7

WORKWEEK HOURS TOTAL: Confidential 38.5

EMPLOYEE SIGNATURE:

Butler's Exh. 26, p. 511

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: ANTONIO ARMENTA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	4 P.M	10 P.M.	2	4
TUESDAY	3/19/2013	4 P.M.	10 P.M.	1	5
WEDNESDAY	3/20/2013	4 P.M.	10 P.M.	0.5	5.5
THURSDAY	3/21/2013	4 P.M.	10 P.M.	2.5	3.5
FRIDAY	3/22/2013	4 P.M.	11P.M.	3	7
SATURDAY	3/23/2013	10 A.M.	11P.M.	7	6
SUNDAY	3/24/2013	11A.M.	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 38

Confidential

EMPLOYEE SIGNATURE:

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: UBALDO SANCHEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	4 P.M	10 P.M.	2	4
TUESDAY	3/19/2013	4 P.M.	10 P.M.	1	5
WEDNESDAY	3/20/2013	4 P.M.	10 P.M.	1.5	4.5
THURSDAY	3/21/2013	4 P.M.	10 P.M.	1.5	4.5
FRIDAY	3/22/2013	4 P.M.	11P.M.	3	7
SATURDAY	3/23/2013	10 A.M.	11P.M.	6.5	6.5
SUNDAY	3/24/2013	11A.M.	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 38.5

Confidential

EMPLOYEE SIGNATURE:

PAY: $375.00
DRAWS: $0.00
NET: $375.00

NAME: RICARDO HUERTA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	4 P.M	10 P.M.	2	4
TUESDAY	3/19/2013	4 P.M.	10 P.M.	2	4
WEDNESDAY	3/20/2013	4 P.M.	10 P.M.	1.5	4.5
THURSDAY	3/21/2013	4 P.M.	10 P.M.	1.5	4.5
FRIDAY	3/22/2013	4 P.M.	11P.M.	4	6
SATURDAY	3/23/2013	10 A.M.	11P.M.	5.5	7.5
SUNDAY	3/24/2013	11A.M.	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 37.5

Confidential

EMPLOYEE SIGNATURE:

PAY: $375.00
DRAWS: $0.00
NET: $375.00

NAME: JESUS MARTINEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	4 P.M	10 P.M.	2	4
TUESDAY	3/19/2013	4 P.M.	10 P.M.	1	5
WEDNESDAY	3/20/2013	4 P.M.	10 P.M.	0.5	5.5
THURSDAY	3/21/2013	4 P.M.	10 P.M.	2.5	3.5
FRIDAY	3/22/2013	4 P.M.	11P.M.	3	7
SATURDAY	3/23/2013	10 A.M.	11P.M.	7	6
SUNDAY	3/24/2013	11A.M.	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 38

Confidential

EMPLOYEE SIGNATURE:

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: WENDELL MINGS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	4 P.M	10 P.M.	2	4
TUESDAY	3/19/2013	4 P.M.	10 P.M.	1	5
WEDNESDAY	3/20/2013	4 P.M.	10 P.M.	0.5	5.5
THURSDAY	3/21/2013	4 P.M.	10 P.M.	2.5	3.5
FRIDAY	3/22/2013	4 P.M.	11P.M.	3	7
SATURDAY	3/23/2013	10 A.M.	11P.M.	7	6
SUNDAY	3/24/2013	11A.M.	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 38

Confidential

EMPLOYEE SIGNATURE:

PAY: $400.00
DRAWS: $0.00
NET: $400.00

NAME: EDUARDO MOTA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	4 P.M	10 P.M.	2	4
TUESDAY	3/19/2013	4 P.M.	10 P.M.	1	5
WEDNESDAY	3/20/2013	4 P.M.	10 P.M.	1.5	4.5
THURSDAY	3/21/2013	4 P.M.	10 P.M.	1.5	4.5
FRIDAY	3/22/2013	4 P.M.	11P.M.	3	7
SATURDAY	3/23/2013	10 A.M.	11P.M.	6.5	6.5
SUNDAY	3/24/2013	11A.M.	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 38.5

Confidential

EMPLOYEE SIGNATURE:

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: JOSE LUIS PENA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	4 P.M	10 P.M.	2	4
TUESDAY	3/19/2013	4 P.M.	10 P.M.	1	5
WEDNESDAY	3/20/2013	4 P.M.	10 P.M.	1.5	4.5
THURSDAY	3/21/2013	4 P.M.	10 P.M.	1.5	4.5
FRIDAY	3/22/2013	4 P.M.	11P.M.	4.5	5.5
SATURDAY	3/23/2013	10 A.M.	11P.M.	5.5	7.5
SUNDAY	3/24/2013	11A.M.	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 38

Confidential

EMPLOYEE SIGNATURE:

PAY: $525.00
DRAWS:
NET: $525.00

NAME: OMAR LOPEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	4 P.M	10 P.M.	1	5
TUESDAY	3/19/2013	4 P.M.	10 P.M.	1.5	4.5
WEDNESDAY	3/20/2013	4 P.M.	10 P.M.	2.5	3.5
THURSDAY	3/21/2013	4 P.M.	10 P.M.	2	4
FRIDAY	3/22/2013	4 P.M.	11P.M.	3	5
SATURDAY	3/23/2013	10 A.M.	11P.M.	4.5	8.5
SUNDAY	3/24/2013	11A.M.	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 37.5

Confidential

EMPLOYEE SIGNATURE:

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: EDUARDO CERVANTES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	4 P.M	10 P.M.	2	4
TUESDAY	3/19/2013	4 P.M.	10 P.M.	1	5
WEDNESDAY	3/20/2013	4 P.M.	10 P.M.	1.5	4.5
THURSDAY	3/21/2013	4 P.M.	10 P.M.	1.5	4.5
FRIDAY	3/22/2013	4 P.M.	11P.M.	3	7
SATURDAY	3/23/2013	10 A.M.	11P.M.	6.5	6.5
SUNDAY	3/24/2013	11A.M.	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 38.5

Confidential

EMPLOYEE SIGNATURE:

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PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: JUAN PUAC BELO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	4 P.M	10 P.M.	2	4
TUESDAY	3/19/2013	4 P.M.	10 P.M.	2	4
WEDNESDAY	3/20/2013	4 P.M.	10 P.M.	2	4
THURSDAY	3/21/2013	4 P.M.	10 P.M.	1	5
FRIDAY	3/22/2013	4 P.M.	11P.M.	3	5
SATURDAY	3/23/2013	10 A.M.	11P.M.	6	7
SUNDAY	3/24/2013	11A.M.	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 36

EMPLOYEE SIGNATURE: Confidential

PAY: $575.00
DRAWS: $0.00
NET: $575.00

NAME: CARLOS ARMENTA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	4 P.M	10 P.M.	1	5
TUESDAY	3/19/2013	4 P.M.	10 P.M.	2	4
WEDNESDAY	3/20/2013	4 P.M.	10 P.M.	2	4
THURSDAY	3/21/2013	4 P.M.	10 P.M.	1	5
FRIDAY	3/22/2013	4 P.M.	11P.M.	2	6
SATURDAY	3/23/2013	10 A.M.	11P.M.	5	8
SUNDAY	3/24/2013	11A.M.	12 A.M.	6	7

Confidential

WORKWEEK HOURS TOTAL: 39

EMPLOYEE SIGNATURE:

PAY: $410.00
DRAWS: $0.00
NET: $410.00

NAME: JULIO MARTINEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	4 P.M	10 P.M.	1	5
TUESDAY	3/19/2013	4 P.M.	10 P.M.	1.5	4.5
WEDNESDAY	3/20/2013	4 P.M.	10 P.M.	2	4
THURSDAY	3/21/2013	4 P.M.	10 P.M.	2	4
FRIDAY	3/22/2013	4 P.M.	11P.M.	2	6
SATURDAY	3/23/2013	10 A.M.	11P.M.	5	8
SUNDAY	3/24/2013	11A.M.	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 38.5

EMPLOYEE SIGNATURE: Confidential

PAY: $500.00
DRAWS: $0.00
NET: $500.00

NAME: FELIPE RENDON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	4 P.M	10 P.M.	2	4
TUESDAY	3/19/2013	4 P.M.	10 P.M.	2	4
WEDNESDAY	3/20/2013	4 P.M.	10 P.M.	2	4
THURSDAY	3/21/2013	4 P.M.	10 P.M.	1	5
FRIDAY	3/22/2013	4 P.M.	11P.M.	3	5
SATURDAY	3/23/2013	10 A.M.	11P.M.	6	7
SUNDAY	3/24/2013	11A.M.	12 A.M.	6	7

Confidential

WORKWEEK HOURS TOTAL: 36

EMPLOYEE SIGNATURE: [redacted]

PAY: $420.00
DRAWS: $0.00
NET: $420.00

NAME: JAMES AARON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	4 P.M	10 P.M.	2	4
TUESDAY	3/19/2013	4 P.M.	10 P.M.	2	4
WEDNESDAY	3/20/2013	4 P.M.	10 P.M.	1	5
THURSDAY	3/21/2013	4 P.M.	10 P.M.	1.5	4.5
FRIDAY	3/22/2013	4 P.M.	11P.M.	2	6
SATURDAY	3/23/2013	10 A.M.	11P.M.	6	7
SUNDAY	3/24/2013	11A.M.	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 37.5

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: CONSTANTINO LOPEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	4 P.M	10 P.M.	2	4
TUESDAY	3/19/2013	4 P.M.	10 P.M.	1	5
WEDNESDAY	3/20/2013	4 P.M.	10 P.M.	1.5	4.5
THURSDAY	3/21/2013	4 P.M.	10 P.M.	1.5	4.5
FRIDAY	3/22/2013	4 P.M.	11P.M.	4	6
SATURDAY	3/23/2013	10 A.M.	11P.M.	5.5	7.5
SUNDAY	3/24/2013	11A.M.	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 38.5

Confidential [redacted]

EMPLOYEE SIGNATURE: [redacted]

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PAY: $139.29
DRAWS: $0.00
NET: $139.29

NAME: RASHAD KARIM

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	OFF	OFF	0	0
TUESDAY	3/19/2013	OFF	OFF	0	0
WEDNESDAY	3/20/2013	OFF	OFF	0	0
THURSDAY	3/21/2013	OFF	OFF	0	0
FRIDAY	3/22/2013	4 P.M.	11P.M.	2	6
SATURDAY	3/23/2013	10 A.M.	11P.M.	5	8
SUNDAY	3/24/2013	11A.M.	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 21

EMPLOYEE SIGNATURE: Confidential

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: MARTHA VARGAS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	4 P.M	10 P.M.	2	4
TUESDAY	3/19/2013	4 P.M.	10 P.M.	1	5
WEDNESDAY	3/20/2013	4 P.M.	10 P.M.	1.5	4.5
THURSDAY	3/21/2013	4 P.M.	10 P.M.	2.5	3.5
FRIDAY	3/22/2013	4 P.M.	11P.M.	3.5	6.5
SATURDAY	3/23/2013	10 A.M.	11P.M.	5.5	7.5
SUNDAY	3/24/2013	11A.M.	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 38

EMPLOYEE SIGNATURE: Confidential

PAY: $375.00
DRAWS: $0.00
NET: $375.00

NAME: FRANCISCO BAJARAS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	4 P.M	10 P.M.	2	4
TUESDAY	3/19/2013	4 P.M.	10 P.M.	2	4
WEDNESDAY	3/20/2013	4 P.M.	10 P.M.	1.5	5
THURSDAY	3/21/2013	9 A.M	10 P.M.	1.5	4.5
FRIDAY	3/22/2013	4 P.M.	11P.M.	3	6
SATURDAY	3/23/2013	10 A.M.	11P.M.	6.5	7
SUNDAY	3/24/2013	11A.M.	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 37.5

EMPLOYEE SIGNATURE: Confidential

PAY: $450.00
DRAWS:
NET: $450.00

NAME: MIKE BROWN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	4 P.M	10 P.M.	2	4
TUESDAY	3/19/2013	4 P.M.	10 P.M.	1	5
WEDNESDAY	3/20/2013	4 P.M.	10 P.M.	1.5	4.5
THURSDAY	3/21/2013	4 P.M.	10 P.M.	2.5	3.5
FRIDAY	3/22/2013	4 P.M.	11P.M.	3	7
SATURDAY	3/23/2013	10 A.M.	11P.M.	5.5	7.5
SUNDAY	3/24/2013	11A.M.	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 38.5

EMPLOYEE SIGNATURE: Confidential

PAY: $425.00
DRAWS: $0.00
NET: $425.00

NAME: JUAN RUIZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	4 P.M	10 P.M.	2	4
TUESDAY	3/19/2013	4 P.M.	10 P.M.	1	5
WEDNESDAY	3/20/2013	4 P.M.	10 P.M.	1.5	4.5
THURSDAY	3/21/2013	4 P.M.	10 P.M.	2.5	3.5
FRIDAY	3/22/2013	4 P.M.	11P.M.	4.5	5.5
SATURDAY	3/23/2013	10 A.M.	11P.M.	4.5	8.5
SUNDAY	3/24/2013	11A.M.	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 38

EMPLOYEE SIGNATURE: Confidential

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: RAUL SEVERO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	4 P.M	10 P.M.	2	4
TUESDAY	3/19/2013	4 P.M.	10 P.M.	1	5
WEDNESDAY	3/20/2013	4 P.M.	10 P.M.	1.5	4.5
THURSDAY	3/21/2013	4 P.M.	10 P.M.	2.5	3.5
FRIDAY	3/22/2013	4 P.M.	11P.M.	4	6
SATURDAY	3/23/2013	10 A.M.	11P.M.	4.5	8.5
SUNDAY	3/24/2013	11A.M.	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 38.5

EMPLOYEE SIGNATURE: Confidential

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Butler000518

PAY:
DRAWS:
NET:

NAME: RUTILIO GUZMAN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	4 P.M	10 P.M.	1	5
TUESDAY	3/19/2013	4 P.M.	10 P.M.	2	4
WEDNESDAY	3/20/2013	4 P.M.	10 P.M.	2.5	3.5
THURSDAY	3/21/2013	4 P.M.	10 P.M.	2	4
FRIDAY	3/22/2013	4 P.M.	11P.M.	2.5	5.5
SATURDAY	3/23/2013	10 A.M.	11P.M.	5	8
SUNDAY	3/24/2013	11A.M.	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 37

Confidential

EMPLOYEE SIGNATURE:

PAY: $375.00
DRAWS: $0.00
NET: $375.00

NAME: ANDRES ANDRADE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	4 P.M	10 P.M.	1	5
TUESDAY	3/19/2013	4 P.M.	10 P.M.	1.5	4.5
WEDNESDAY	3/20/2013	4 P.M.	10 P.M.	1.5	4.5
THURSDAY	3/21/2013	4 P.M.	10 P.M.	2.5	3.5
FRIDAY	3/22/2013	4 P.M.	11P.M.	3	5
SATURDAY	3/23/2013	10 A.M.	11P.M.	5	8
SUNDAY	3/24/2013	11A.M.	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 37.5

Confidential

EMPLOYEE SIGNATURE:

PAY: $350.00
DRAWS:
NET: $350.00

NAME: SCOTT CERVARICH

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	4 P.M	10 P.M.	2	4
TUESDAY	3/19/2013	4 P.M.	10 P.M.	1	5
WEDNESDAY	3/20/2013	4 P.M.	10 P.M.	1.5	4.5
THURSDAY	3/21/2013	4 P.M.	10 P.M.	2.5	3.5
FRIDAY	3/22/2013	4 P.M.	11P.M.	4	6
SATURDAY	3/23/2013	10 A.M.	11P.M.	4.5	8.5
SUNDAY	3/24/2013	11A.M.	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 38.5

Confidential

EMPLOYEE SIGNATURE:

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PAY: $500.00

DRAWS:

NET: $500.00

NAME: JOSE PAREDES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	4 P.M	10 P.M.	2	4
TUESDAY	3/19/2013	4 P.M.	10 P.M.	1	5
WEDNESDAY	3/20/2013	4 P.M.	10 P.M.	1.5	4.5
THURSDAY	3/21/2013	4 P.M.	10 P.M.	1.5	4.5
FRIDAY	3/22/2013	4 P.M.	11P.M.	3	7
SATURDAY	3/23/2013	10 A.M.	11P.M.	6.5	6.5
SUNDAY	3/24/2013	11A.M.	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 38.5

Confidential

EMPLOYEE SIGNATURE:

PAY: $450.00

DRAWS: $0.00

NET: ~~$450.00~~ 350.

NAME: MIKE PITTS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	4 P.M	10 P.M.	1	5
TUESDAY	3/19/2013	4 P.M.	10 P.M.	2	4
WEDNESDAY	3/20/2013	4 P.M.	10 P.M.	2.5	3.5
THURSDAY	3/21/2013	4 P.M.	10 P.M.	2	4
FRIDAY	3/22/2013	4 P.M.	11P.M.	2.5	5.5
SATURDAY	3/23/2013	10 A.M.	11P.M.	5	8
SUNDAY	3/24/2013	11A.M.	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 37

Confidential

EMPLOYEE SIGNATURE:

PAY: $395.00

DRAWS: $0.00

NET: $395.00

NAME: ARNULFO GARCIA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	4 P.M	10 P.M.	1	5
TUESDAY	3/19/2013	4 P.M.	10 P.M.	1.5	4.5
WEDNESDAY	3/20/2013	4 P.M.	10 P.M.	1.5	4.5
THURSDAY	3/21/2013	4 P.M.	10 P.M.	2.5	3.5
FRIDAY	3/22/2013	4 P.M.	11P.M.	3	5
SATURDAY	3/23/2013	10 A.M.	11P.M.	5	8
SUNDAY	3/24/2013	11A.M.	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 37.5

Confidential

EMPLOYEE SIGNATURE:

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NET:

NAME: ROBERTO SANCHEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	4 P.M	10 P.M.	1	5
TUESDAY	3/19/2013	4 P.M.	10 P.M.	2	4
WEDNESDAY	3/20/2013	4 P.M.	10 P.M.	2.5	3.5
THURSDAY	3/21/2013	4 P.M.	10 P.M.	2	4
FRIDAY	3/22/2013	4 P.M.	11P.M.	2.5	5.5
SATURDAY	3/23/2013	10 A.M.	11P.M.	5	8
SUNDAY	3/24/2013	11A.M.	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 37

Confidential

EMPLOYEE SIGNATURE:

PAY: $375.0
DRAWS: $0.0
NET: $375.0

NAME: MANOLO MUNOZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	4 P.M	10 P.M.	1	5
TUESDAY	3/19/2013	4 P.M.	10 P.M.	1.5	4.5
WEDNESDAY	3/20/2013	4 P.M.	10 P.M.	2.5	3.5
THURSDAY	3/21/2013	4 P.M.	10 P.M.	2.5	3.5
FRIDAY	3/22/2013	4 P.M.	11P.M.	3	5
SATURDAY	3/23/2013	10 A.M.	11P.M.	5	8
SUNDAY	3/24/2013	11A.M.	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 36.5

Confidential

EMPLOYEE SIGNATURE:

PAY: $500.00
DRAWS: $0.00
NET: $500.00

NAME: JOSE IVAN ORTEGA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	OFF	OFF	0	3
TUESDAY	3/19/2013	9 A.M	5 P.M.	3	5
WEDNESDAY	3/20/2013	9 A.M.	5 P.M.	4	4
THURSDAY	3/21/2013	9 A.M.	5 P.M.	3	5
FRIDAY	3/22/2013	OFF	OFF	0	0
SATURDAY	3/23/2013	OFF	OFF	0	0
SUNDAY	3/24/2013	10 P.M.	12 A.M.	0	2

WORKWEEK HOURS TOTAL: 19

Confidential

EMPLOYEE SIGNATURE:

PAY: $271.43
DRAWS: $0.00
NET: $271.43

NAME: DAVID MENDEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	4 P.M	10 P.M.	1	5
TUESDAY	3/19/2013	4 P.M.	10 P.M.	1.5	4.5
WEDNESDAY	3/20/2013	4 P.M.	10 P.M.	2	4
THURSDAY	3/21/2013	4 P.M.	10 P.M.	2	4
FRIDAY	3/22/2013	OFF	OFF	0	0
SATURDAY	3/23/2013	OFF	OFF	0	0
SUNDAY	3/24/2013	OFF	OFF	0	0

WORKWEEK HOURS TOTAL: 17.5

Confidential

EMPLOYEE SIGNATURE:

PAY: $342.86
DRAWS: $0.00
NET: $342.86

NAME: HUGO RONQUILLO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	4 P.M	10 P.M.	1	5
TUESDAY	3/19/2013	4 P.M.	10 P.M.	1.5	4.5
WEDNESDAY	3/20/2013	4 P.M.	10 P.M.	2.5	3.5
THURSDAY	3/21/2013	4 P.M.	10 P.M.	2.5	3.5
FRIDAY	3/22/2013	OFF	OFF	0	0
SATURDAY	3/23/2013	OFF	OFF	0	0
SUNDAY	3/24/2013	OFF	OFF	0	0

WORKWEEK HOURS TOTAL: 16.5

Confidential

EMPLOYEE SIGNATURE:

PAY: $425.00
DRAWS: $0.00
NET: $425.00

NAME: ALDO ROANO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	4 P.M	10 P.M.	2	4
TUESDAY	3/19/2013	4 P.M.	10 P.M.	1	5
WEDNESDAY	3/20/2013	4 P.M.	10 P.M.	1.5	4.5
THURSDAY	3/21/2013	4 P.M.	10 P.M.	1.5	4.5
FRIDAY	3/22/2013	4 P.M.	11P.M.	4	6
SATURDAY	3/23/2013	10 A.M.	11P.M.	6.5	6.5
SUNDAY	3/24/2013	11A.M.	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 37.5

Confidential

EMPLOYEE SIGNATURE:

PAY:	$500.00
DRAWS:	$0.00
NET:	$500.00

NAME: GUSTAVO GAMERO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOUR
MONDAY	3/18/2013	OFF	OFF	0	3
TUESDAY	3/19/2013	9 A.M	5 P.M.	3	5
WEDNESDAY	3/20/2013	9 A.M.	5 P.M.	4	4
THURSDAY	3/21/2013	9 A.M.	5 P.M.	3	5
FRIDAY	3/22/2013	OFF	OFF	0	0
SATURDAY	3/23/2013	OFF	OFF	0	0
SUNDAY	3/24/2013	10 P.M.	12 A.M.	0	2

WORKWEEK HOURS TOTAL: 19

EMPLOYEE SIGNATURE: Confidential [redacted]

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PROGRAMA

SOLEDAD

2013

03/11/2013 - 03/17/2013

(L)

	HOURS	O/S	DRAWS
MONDAY			
TUESDAY			40
WEDNESDAY			
THURSDAY	5	2	
FRIDAY	6	-5	
SATURDAY	8.75	2	
SUNDAY	8.5	-1	
TOTALS	28.25	-2	40
PAY	$ 226.00	NET	$ 184.00
BECKA LOLLIS			
EMPLOYEE SIGNATURE:	Confidential		
WEEK ENDING 3/17/13			

	HOURS	O/S	DRAWS
MONDAY			
TUESDAY			
WEDNESDAY	2.5		
THURSDAY	5.25		
FRIDAY	4.75	-10	
SATURDAY	9.75		
SUNDAY	6.25	-10	
TOTALS	28.5	-20	
PAY	$ 263.63	NET	$ 243.63
GUY RUBIO			
EMPLOYEE SIGNATURE:		Confidential	
WEEK ENDING 3/17/13			

	HOURS	O/S	DRAWS
MONDAY			
TUESDAY			
WEDNESDAY			
THURSDAY	4.75		
FRIDAY	5.5		
SATURDAY	9		
SUNDAY	7		
TOTALS	26.25		
PAY	$ 210.00	NET	$ 210.00
DEBBIE EMHIESER			
EMPLOYEE SIGNATURE:			
WEEK ENDING 3/17/13			

Confidential

	HOURS	O/S	DRAWS
MONDAY			
TUESDAY			
WEDNESDAY			
THURSDAY	4.5	3	
FRIDAY	5	-18	
SATURDAY	8.25	-16	
SUNDAY	7.25	13	
TOTALS	25	-18	
PAY	$ 218.75	NET	$ 200.75
SANJUANA RUBIO			
EMPLOYEE SIGNATURE:			
WEEK ENDING 3/17/13			

Confidential

PAY: $600.00
DRAWS: $0.00
NET: $600.00

NAME: GERALD CORLISS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/4/2013				
TUESDAY	3/5/2013		SEE DRIVER		
WEDNESDAY	3/6/2013		LOGS FOR		
THURSDAY	3/7/2013		HOURS		
FRIDAY	3/8/2013				
SATURDAY	3/9/2013				
SUNDAY	3/10/2013				

WORKWEEK HOURS TOTAL: 0

EMPLOYEE SIGNATURE: [redacted]

Confidential

PAY: $600.00
DRAWS: $0.00
NET: $600.00

NAME: GERALD CORLISS

DAY	DATE	IN	OUT	BREAKS	TOTAL HO
MONDAY	2/25/2013				
TUESDAY	2/26/2013		SEE DRIVER		
WEDNESDAY	2/27/2013		LOGS FROR		
THURSDAY	2/28/2013		HOURS		
FRIDAY	3/1/2013				
SATURDAY	3/2/2013				
SUNDAY	3/3/2013				

WORKWEEK HOURS TOTAL: 0

EMPLOYEE SIGNATURE: [redacted]

Confidential

PAY: $500.00
DRAWS: $0.00
NET: $500.00

NAME: TIM OLINSKE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013				
TUESDAY	3/12/2013		SEE DRIVER		
WEDNESDAY	3/13/2013		LOGS FOR		
THURSDAY	3/14/2013		HOURS		
FRIDAY	3/15/2013				
SATURDAY	3/16/2013				
SUNDAY	3/17/2013				

WORKWEEK HOURS TOTAL: 0

EMPLOYEE SIGNATURE: [redacted]

Confidential

PAY: $1,000.00
DRAWS: $0.00
NET: $1,000.00

NAME: PAUL FARNUM

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/12/2013	3PM	7PM	1	3
WEDNESDAY	3/13/2013	8AM	2PM	2	4
THURSDAY	3/14/2013	2PM	6PM	1	3
FRIDAY	3/15/2013	2PM	6PM	1	3
SATURDAY	3/16/2013	10AM	5PM	2	5
SUNDAY	3/17/2013	11AM	5PM	2	4

WORKWEEK HOURS TOTAL: 22

EMPLOYEE SIGNATURE: [redacted]

Confidential

PAY: $600.00
DRAWS: $0.00
NET: $600.00

NAME: GERALD CORLISS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013				
TUESDAY	3/12/2013		SEE DRIVER		
WEDNESDAY	3/13/2013		LOGS FOR		
THURSDAY	3/14/2013		HOURS		
FRIDAY	3/15/2013				
SATURDAY	3/16/2013				
SUNDAY	3/17/2013				

WORKWEEK HOURS TOTAL: 0

EMPLOYEE SIGNATURE: [redacted]

Confidential

PAY: $650.00
DRAWS: $0.00
NET: $650.00

NAME: GREGORIO HERNANDEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/12/2013	3PM	7PM	1	3
WEDNESDAY	3/13/2013	8AM	2PM	2	4
THURSDAY	3/14/2013	2PM	6PM	1	3
FRIDAY	3/15/2013	2PM	6PM	1	3
SATURDAY	3/16/2013	10AM	5PM	2	5
SUNDAY	3/17/2013	11AM	5PM	2	4

WORKWEEK HOURS TOTAL: 22

EMPLOYEE SIGNATURE: [redacted]

Confidential

PAY: $700.00
DRAWS: $550.00
NET: $150.00

NAME: SABRINA BOGHOSSIAN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/12/2013	1PM	5PM	1	3
WEDNESDAY	3/13/2013	2PM	7PM	1	4
THURSDAY	3/14/2013	6PM	10PM	1	3
FRIDAY	3/15/2013	6PM	11PM	1	4
SATURDAY	3/16/2013	5PM	11PM	2	4
SUNDAY	3/17/2013	5PM	11PM	2	4

WORKWEEK HOURS TOTAL: 22

EMPLOYEE SIGNATURE: [redacted]

Confidential

PAY: $650.00
DRAWS: $0.00
NET: $650.00

NAME: FRANK MOBLEY

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013				
TUESDAY	3/12/2013		SEE DRIVER		
WEDNESDAY	3/13/2013		LOGS FOR		
THURSDAY	3/14/2013		HOURS		
FRIDAY	3/15/2013				
SATURDAY	3/16/2013				
SUNDAY	3/17/2013				

WORKWEEK HOURS TOTAL: 0

EMPLOYEE SIGNATURE: [redacted]

Confidential

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PAY: $425.00
DRAWS: $0.00
NET: $425.00

NAME: ELIX SILVA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/12/2013	1PM	5PM	1	3
WEDNESDAY	3/13/2013	2PM	7PM	1	4
THURSDAY	3/14/2013	6PM	10PM	1	3
FRIDAY	3/15/2013	6PM	11PM	1	4
SATURDAY	3/16/2013	5PM	11PM	2	4
SUNDAY	3/17/2013	5PM	11PM	2	4

WORKWEEK HOURS TOTAL: 22

EMPLOYEE SIGNATURE: Confidential

PAY: $500.00
DRAWS: $0.00
NET: $500.00

NAME: BOB FARLEY

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013				
TUESDAY	3/12/2013		SEE DRIVER		
WEDNESDAY	3/13/2013		LOGS FOR		
THURSDAY	3/14/2013		HOURS		
FRIDAY	3/15/2013				
SATURDAY	3/16/2013				
SUNDAY	3/17/2013				

WORKWEEK HOURS TOTAL: 0

EMPLOYEE SIGNATURE: Confidential

PAY: $500.00
DRAWS: $90.00
NET: $410.00

NAME: KRISTINE VILLA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/12/2013	3PM	7PM	1	3
WEDNESDAY	3/13/2013	8AM	2PM	2	4
THURSDAY	3/14/2013	2PM	6PM	1	3
FRIDAY	3/15/2013	2PM	6PM	1	3
SATURDAY	3/16/2013	10AM	5PM	2	5
SUNDAY	3/17/2013	11AM	5PM	2	4

WORKWEEK HOURS TOTAL: 22

EMPLOYEE SIGNATURE: Confidential

Confidential

PAY: $500.00
DRAWS: $0.00
NET: $500.00

NAME: JERONIMO GUZMAN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013				
TUESDAY	3/12/2013		SEE DRIVER		
WEDNESDAY	3/13/2013		LOGS FOR		
THURSDAY	3/14/2013		HOURS		
FRIDAY	3/15/2013				
SATURDAY	3/16/2013				
SUNDAY	3/17/2013				

WORKWEEK HOURS TOTAL: 0

EMPLOYEE SIGNATURE:

PAY: $325.00
DRAWS: $40.00
NET: $285.00

NAME: ATENODORO MIRANDA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/12/2013	1PM	5PM	1	3
WEDNESDAY	3/13/2013	2PM	7PM	1	4
THURSDAY	3/14/2013	6PM	10PM	1	3
FRIDAY	3/15/2013	6PM	11PM	1	4
SATURDAY	3/16/2013	5PM	11PM	2	4
SUNDAY	3/17/2013	5PM	11PM	2	4

WORKWEEK HOURS TOTAL: 22

EMPLOYEE SIGNATURE: Confidential

PAY: $1,0[illegible]
DRAWS: $0.[illegible]
NET: $1,000.00

NAME: RAUL VILLA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/12/2013	1PM	5PM	1	3
WEDNESDAY	3/13/2013	2PM	7PM	1	4
THURSDAY	3/14/2013	6PM	10PM	1	3
FRIDAY	3/15/2013	6PM	11PM	1	4
SATURDAY	3/16/2013	5PM	11PM	2	4
SUNDAY	3/17/2013	5PM	11PM	2	4

WORKWEEK HOURS TOTAL: 22

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $160.00
NET: $165.00

NAME: CURTIS SUTTON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/12/2013	3PM	7PM	1	3
WEDNESDAY	3/13/2013	8AM	2PM	2	4
THURSDAY	3/14/2013	2PM	6PM	1	3
FRIDAY	3/15/2013	2PM	6PM	1	3
SATURDAY	3/16/2013	10AM	5PM	2	5
SUNDAY	3/17/2013	11AM	5PM	2	4

WORKWEEK HOURS TOTAL: 22

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $147.00
NET: $178.00

NAME: KAYELEE FARNUM

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/12/2013	1PM	5PM	1	3
WEDNESDAY	3/13/2013	2PM	7PM	1	4
THURSDAY	3/14/2013	6PM	10PM	1	3
FRIDAY	3/15/2013	6PM	11PM	1	4
SATURDAY	3/16/2013	5PM	11PM	2	4
SUNDAY	3/17/2013	5PM	11PM	2	4

WORKWEEK HOURS TOTAL: 22

EMPLOYEE SIGNATURE: Confidential

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PAY: $425.00
DRAWS: $160.00
NET: $265.00

NAME: JOSEPH GUILLEN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/12/2013	1PM	5PM	1	3
WEDNESDAY	3/13/2013	2PM	7PM	1	4
THURSDAY	3/14/2013	6PM	10PM	1	3
FRIDAY	3/15/2013	6PM	11PM	1	4
SATURDAY	3/16/2013	5PM	11PM	2	4
SUNDAY	3/17/2013	5PM	11PM	2	4

WORKWEEK HOURS TOTAL: 22

EMPLOYEE SIGNATURE:

Confidential

PAY: $375.00
DRAWS: $0.00
NET: $375.00

NAME: BRIAN LONG

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/12/2013	1PM	5PM	1	3
WEDNESDAY	3/13/2013	2PM	7PM	1	4
THURSDAY	3/14/2013	6PM	10PM	1	3
FRIDAY	3/15/2013	6PM	11PM	1	4
SATURDAY	3/16/2013	5PM	11PM	2	4
SUNDAY	3/17/2013	5PM	11PM	2	4

WORKWEEK HOURS TOTAL: 22

EMPLOYEE SIGNATURE:

Confidential

PAY: $325.00
DRAWS: $187.00
NET: $138.00

NAME: KEVIN LYNCH

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/12/2013	1PM	5PM	1	3
WEDNESDAY	3/13/2013	2PM	7PM	1	4
THURSDAY	3/14/2013	6PM	10PM	1	3
FRIDAY	3/15/2013	6PM	11PM	1	4
SATURDAY	3/16/2013	5PM	11PM	2	4
SUNDAY	3/17/2013	5PM	11PM	2	4

WORKWEEK HOURS TOTAL: 22

EMPLOYEE SIGNATURE:

Confidential

PAY: $325.00
DRAWS: $920.00
NET: $5.00

NAME: STEVEN BINNEBOSE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/12/2013	3PM	7PM	1	3
WEDNESDAY	3/13/2013	8AM	2PM	2	4
THURSDAY	3/14/2013	2PM	6PM	1	3
FRIDAY	3/15/2013	2PM	6PM	1	3
SATURDAY	3/16/2013	10AM	5PM	2	5
SUNDAY	3/17/2013	11AM	5PM	2	4

WORKWEEK HOURS TOTAL: 22

EMPLOYEE SIGNATURE:

Confidential

PAY: $400.00
DRAWS: $0.00
NET: $400.00

NAME: CLEMENTE PENA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/12/2013	1PM	5PM	1	3
WEDNESDAY	3/13/2013	2PM	7PM	1	4
THURSDAY	3/14/2013	6PM	10PM	1	3
FRIDAY	3/15/2013	6PM	11PM	1	4
SATURDAY	3/16/2013	5PM	11PM	2	4
SUNDAY	3/17/2013	5PM	11PM	2	4

WORKWEEK HOURS TOTAL: 22

EMPLOYEE SIGNATURE:

Confidential

PAY: $650.00
DRAWS: $0.00
NET: $650.00

NAME: RON COON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/12/2013	1PM	5PM	1	3
WEDNESDAY	3/13/2013	2PM	7PM	1	4
THURSDAY	3/14/2013	6PM	10PM	1	3
FRIDAY	3/15/2013	6PM	11PM	1	4
SATURDAY	3/16/2013	5PM	11PM	2	4
SUNDAY	3/17/2013	5PM	11PM	2	4

WORKWEEK HOURS TOTAL: 22

EMPLOYEE SIGNATURE:

Confidential

PAY: $325.00
DRAWS: $40.00
NET: $285.00

NAME: CALEPH ELDRIDGE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/12/2013	1PM	5PM	1	3
WEDNESDAY	3/13/2013	2PM	7PM	1	4
THURSDAY	3/14/2013	6PM	10PM	1	3
FRIDAY	3/15/2013	6PM	11PM	1	4
SATURDAY	3/16/2013	5PM	11PM	2	4
SUNDAY	3/17/2013	5PM	11PM	2	4

WORKWEEK HOURS TOTAL: 22

EMPLOYEE SIGNATURE:

Confidential

Confidential

PAY: $400.00
DRAWS: $40.00
NET: $360.00

NAME: TIM HUCKABA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013				
TUESDAY	3/12/2013		SEE DRIVER		
WEDNESDAY	3/13/2013		LOGS FOR		
THURSDAY	3/14/2013		HOURS		
FRIDAY	3/15/2013				
SATURDAY	3/16/2013				
SUNDAY	3/17/2013				

WORKWEEK HOURS TOTAL: 0

EMPLOYEE SIGNATURE:

PAY: $325.00
DRAWS: $120.00
NET: $205.00

NAME: JOSE HERNANDEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/12/2013	3PM	7PM	1	3
WEDNESDAY	3/13/2013	8AM	2PM	2	4
THURSDAY	3/14/2013	2PM	6PM	1	3
FRIDAY	3/15/2013	2PM	6PM	1	3
SATURDAY	3/16/2013	10AM	5PM	2	5
SUNDAY	3/17/2013	11AM	5PM	2	4

WORKWEEK HOURS TOTAL: 22

EMPLOYEE SIGNATURE: Confidential

PAY: $375.00
DRAWS: $0.00
NET: $375.00

NAME: FERNANDO SALAS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/12/2013	3PM	7PM	1	3
WEDNESDAY	3/13/2013	8AM	2PM	2	4
THURSDAY	3/14/2013	2PM	6PM	1	3
FRIDAY	3/15/2013	2PM	6PM	1	3
SATURDAY	3/16/2013	10AM	5PM	2	5
SUNDAY	3/17/2013	11AM	5PM	2	4

WORKWEEK HOURS TOTAL: 22

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $80.00
NET: $245.00

NAME: MIGUEL GALLEGOS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/12/2013	3PM	7PM	1	3
WEDNESDAY	3/13/2013	8AM	2PM	2	4
THURSDAY	3/14/2013	2PM	6PM	1	3
FRIDAY	3/15/2013	2PM	6PM	1	3
SATURDAY	3/16/2013	10AM	5PM	2	5
SUNDAY	3/17/2013	11AM	5PM	2	4

WORKWEEK HOURS TOTAL: 22

EMPLOYEE SIGNATURE: Confidential Confidential

PAY: $325.00
DRAWS: $40.00
NET: $285.00

NAME: IRVING PORTILLA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/12/2013	1PM	5PM	1	3
WEDNESDAY	3/13/2013	2PM	7PM	1	4
THURSDAY	3/14/2013	6PM	10PM	1	3
FRIDAY	3/15/2013	6PM	11PM	1	4
SATURDAY	3/16/2013	5PM	11PM	2	4
SUNDAY	3/17/2013	5PM	11PM	2	4

WORKWEEK HOURS TOTAL: 22

EMPLOYEE SIGNATURE: Confidential

PAY: $375.00
DRAWS: $195.00
NET: $180.00

NAME: RONNIE BROWN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/12/2013	1PM	5PM	1	3
WEDNESDAY	3/13/2013	2PM	7PM	1	4
THURSDAY	3/14/2013	6PM	10PM	1	3
FRIDAY	3/15/2013	6PM	11PM	1	4
SATURDAY	3/16/2013	5PM	11PM	2	4
SUNDAY	3/17/2013	5PM	11PM	2	4

WORKWEEK HOURS TOTAL: 22

EMPLOYEE SIGNATURE: Confidential Confidential

PAY: $325.00
DRAWS: $160.00
NET: $165.00

NAME: JOHN GEORGE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/12/2013	1PM	5PM	1	3
WEDNESDAY	3/13/2013	2PM	7PM	1	4
THURSDAY	3/14/2013	6PM	10PM	1	3
FRIDAY	3/15/2013	6PM	11PM	1	4
SATURDAY	3/16/2013	5PM	11PM	2	4
SUNDAY	3/17/2013	5PM	11PM	2	4

WORKWEEK HOURS TOTAL: 22

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: RUDY ALEMAN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/12/2013	1PM	5PM	1	3
WEDNESDAY	3/13/2013	2PM	7PM	1	4
THURSDAY	3/14/2013	6PM	10PM	1	3
FRIDAY	3/15/2013	6PM	11PM	1	4
SATURDAY	3/16/2013	5PM	11PM	2	4
SUNDAY	3/17/2013	5PM	11PM	2	4

WORKWEEK HOURS TOTAL: 22

EMPLOYEE SIGNATURE: Confidential

PAY: $279.00
DRAWS: $120.00
NET: $159.00

NAME: RICKY LAJOICES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013		OFF	0	0
TUESDAY	3/12/2013		OFF	0	0
WEDNESDAY	3/13/2013	8AM	2PM	2	4
THURSDAY	3/14/2013	2PM	6PM	1	3
FRIDAY	3/15/2013	2PM	6PM	1	3
SATURDAY	3/16/2013	10AM	5PM	2	5
SUNDAY	3/17/2013	11AM	5PM	2	4

WORKWEEK HOURS TOTAL: 19

EMPLOYEE SIGNATURE: Confidential

Butler's Exh. 26, p. 530

PAY: $360.00
DRAWS: $220.00
NET: $140.00

NAME: GERMAN CALDERON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/12/2013	3PM	7PM	1	3
WEDNESDAY	3/13/2013	8AM	2PM	2	4
THURSDAY	3/14/2013	2PM	6PM	1	3
FRIDAY	3/15/2013	2PM	6PM	1	3
SATURDAY	3/16/2013	10AM	5PM	2	5
SUNDAY	3/17/2013	11AM	5PM	2	4

WORKWEEK HOURS TOTAL: 22

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $40.00
NET: $285.00

NAME: DANNY LOWER

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/12/2013	1PM	5PM	1	3
WEDNESDAY	3/13/2013	2PM	7PM	1	4
THURSDAY	3/14/2013	6PM	10PM	1	3
FRIDAY	3/15/2013	6PM	11PM	1	4
SATURDAY	3/16/2013	5PM	11PM	2	4
SUNDAY	3/17/2013	5PM	11PM	2	4

WORKWEEK HOURS TOTAL: 22

EMPLOYEE SIGNATURE: Confidential

PAY: $400.00
DRAWS: $0.00
NET: $400.00

NAME: CARLOS PERDOMO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/12/2013	3PM	7PM	1	3
WEDNESDAY	3/13/2013	8AM	2PM	2	4
THURSDAY	3/14/2013	2PM	6PM	1	3
FRIDAY	3/15/2013	2PM	6PM	1	3
SATURDAY	3/16/2013	10AM	5PM	2	5
SUNDAY	3/17/2013	11AM	5PM	2	4

WORKWEEK HOURS TOTAL: 22

EMPLOYEE SIGNATURE: Confidential

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: CRECENCIANO PENA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/12/2013	3PM	7PM	1	3
WEDNESDAY	3/13/2013	8AM	2PM	2	4
THURSDAY	3/14/2013	2PM	6PM	1	3
FRIDAY	3/15/2013	2PM	6PM	1	3
SATURDAY	3/16/2013	10AM	5PM	2	5
SUNDAY	3/17/2013	11AM	5PM	2	4

WORKWEEK HOURS TOTAL: 22

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $187.00
NET: $138.00

NAME: TONY DIXON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/12/2013	1PM	5PM	1	3
WEDNESDAY	3/13/2013	2PM	7PM	1	4
THURSDAY	3/14/2013	6PM	10PM	1	3
FRIDAY	3/15/2013	6PM	11PM	1	4
SATURDAY	3/16/2013	5PM	11PM	2	4
SUNDAY	3/17/2013	5PM	11PM	2	4

WORKWEEK HOURS TOTAL: 22

EMPLOYEE SIGNATURE: Confidential

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: VICENTE MARTINEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/12/2013	3PM	7PM	1	3
WEDNESDAY	3/13/2013	8AM	2PM	2	4
THURSDAY	3/14/2013	2PM	6PM	1	3
FRIDAY	3/15/2013	2PM	6PM	1	3
SATURDAY	3/16/2013	10AM	5PM	2	5
SUNDAY	3/17/2013	11AM	5PM	2	4

WORKWEEK HOURS TOTAL: 22

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: EDGAR PEREZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/12/2013	3PM	7PM	1	3
WEDNESDAY	3/13/2013	8AM	2PM	2	4
THURSDAY	3/14/2013	2PM	6PM	1	3
FRIDAY	3/15/2013	2PM	6PM	1	3
SATURDAY	3/16/2013	10AM	5PM	2	5
SUNDAY	3/17/2013	11AM	5PM	2	4

WORKWEEK HOURS TOTAL: 22

EMPLOYEE SIGNATURE: Confidential

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: RAUL SEDANO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/12/2013	3PM	7PM	1	3
WEDNESDAY	3/13/2013	8AM	2PM	2	4
THURSDAY	3/14/2013	9 A.M	6PM	1	3
FRIDAY	3/15/2013	2PM	6PM	1	3
SATURDAY	3/16/2013	10AM	5PM	2	5
SUNDAY	3/17/2013	11AM	5PM	2	4

WORKWEEK HOURS TOTAL: 22

EMPLOYEE SIGNATURE: Confidential

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Butler's Exh. 531

Butler000531

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: INOCENCIO ZEPEDA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/12/2013	3PM	7PM	1	3
WEDNESDAY	3/13/2013	8AM	2PM	2	4
THURSDAY	3/14/2013	2PM	6PM	1	3
FRIDAY	3/15/2013	2PM	6PM	1	3
SATURDAY	3/16/2013	10AM	5PM	2	5
SUNDAY	3/17/2013	11AM	5PM	2	4

WORKWEEK HOURS TOTAL: 22

EMPLOYEE SIGNATURE: Confidential

PAY: $0.00
DRAWS: $325.00
NET:

NAME: FRANCISCO MENDOZA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/12/2013	1PM	5PM	1	3
WEDNESDAY	3/13/2013	2PM	7PM	1	4
THURSDAY	3/14/2013	6PM	10PM	1	3
FRIDAY	3/15/2013	6PM	11PM	1	4
SATURDAY	3/16/2013	5PM	11PM	2	4
SUNDAY	3/17/2013	5PM	11PM	2	4

WORKWEEK HOURS TOTAL: 22

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $100.00
NET: $225.00

NAME: RAMIRO SANCHEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/12/2013	1PM	5PM	1	3
WEDNESDAY	3/13/2013	2PM	6PM	1	4
THURSDAY	3/14/2013	6PM	10PM	1	3
FRIDAY	3/15/2013	6PM	11PM	1	4
SATURDAY	3/16/2013	5PM	11PM	2	4
SUNDAY	3/17/2013	5PM	11PM	2	4

WORKWEEK HOURS TOTAL: 22

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: LAZARO QUIJANO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/12/2013	1PM	5PM	1	3
WEDNESDAY	3/13/2013	2PM	7PM	1	4
THURSDAY	3/14/2013	6PM	10PM	1	3
FRIDAY	3/15/2013	6PM	11PM	1	4
SATURDAY	3/16/2013	5PM	11PM	2	4
SUNDAY	3/17/2013	5PM	11PM	2	4

WORKWEEK HOURS TOTAL: 22

EMPLOYEE SIGNATURE: Confidential

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: BONIFACIO QUIJANO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/12/2013	3PM	7PM	1	3
WEDNESDAY	3/13/2013	8AM	2PM	2	4
THURSDAY	3/14/2013	2PM	6PM	1	3
FRIDAY	3/15/2013	2PM	6PM	1	3
SATURDAY	3/16/2013	10AM	5PM	2	5
SUNDAY	3/17/2013	11AM	5PM	2	4

WORKWEEK HOURS TOTAL: 22

EMPLOYEE SIGNATURE: Confidential

PAY: $340.00
DRAWS: $0.00
NET: $340.00

NAME: MARIO CAMPOS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/12/2013	1PM	5PM	1	3
WEDNESDAY	3/13/2013	2PM	7PM	1	4
THURSDAY	3/14/2013	6PM	10PM	1	3
FRIDAY	3/15/2013	6PM	11PM	1	4
SATURDAY	3/16/2013	5PM	11PM	2	4
SUNDAY	3/17/2013	5PM	11PM	2	4

WORKWEEK HOURS TOTAL: 22

EMPLOYEE SIGNATURE: Confidential

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: JOSE CASTRO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/12/2013	3PM	7PM	1	3
WEDNESDAY	3/13/2013	8AM	2PM	2	4
THURSDAY	3/14/2013	2PM	6PM	1	3
FRIDAY	3/15/2013	2PM	6PM	1	3
SATURDAY	3/16/2013	10AM	5PM	2	5
SUNDAY	3/17/2013	11AM	5PM	2	4

WORKWEEK HOURS TOTAL: 22

EMPLOYEE SIGNATURE: Confidential

PAY: $425.00
DRAWS: $140.00
NET: $285.00

NAME: JOSE SALAZAR

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/12/2013	3PM	7PM	1	3
WEDNESDAY	3/13/2013	8AM	2PM	2	4
THURSDAY	3/14/2013	2PM	6PM	1	3
FRIDAY	3/15/2013	2PM	6PM	1	3
SATURDAY	3/16/2013	10AM	5PM	2	5
SUNDAY	3/17/2013	11AM	5PM	2	4

WORKWEEK HOURS TOTAL: 22

EMPLOYEE SIGNATURE: Confidential

PAY: $340.00
DRAWS: $0.00
NET: $340.00

NAME: SERGIO MARTINEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/12/2013	1PM	5PM	1	3
WEDNESDAY	3/13/2013	2PM	7PM	1	4
THURSDAY	3/14/2013	6PM	10PM	1	3
FRIDAY	3/15/2013	6PM	11PM	1	4
SATURDAY	3/16/2013	5PM	11PM	2	4
SUNDAY	3/17/2013	5PM	11PM	2	4

WORKWEEK HOURS TOTAL: 22

EMPLOYEE SIGNATURE:

Confidential

PAY: $325.00
DRAWS: $192.00
NET: $133.00

NAME: JAMES STRYKER

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/12/2013	1PM	5PM	1	3
WEDNESDAY	3/13/2013	2PM	7PM	1	4
THURSDAY	3/14/2013	6PM	10PM	1	3
FRIDAY	3/15/2013	6PM	11PM	1	4
SATURDAY	3/16/2013	5PM	11PM	2	4
SUNDAY	3/17/2013	5PM	11PM	2	4

WORKWEEK HOURS TOTAL: 22

EMPLOYEE SIGNATURE:

Confidential

PAY: $325.00
DRAWS: $80.00
NET: $245.00

NAME: ALEJANDRO PEREZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/12/2013	3PM	7PM	1	3
WEDNESDAY	3/13/2013	8AM	2PM	2	4
THURSDAY	3/14/2013	2PM	6PM	1	3
FRIDAY	3/15/2013	2PM	6PM	1	3
SATURDAY	3/16/2013	10AM	5PM	2	5
SUNDAY	3/17/2013	11AM	5PM	2	4

WORKWEEK HOURS TOTAL: 22

EMPLOYEE SIGNATURE:

Confidential

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: OMAR ARELLANO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/12/2013	3PM	7PM	1	3
WEDNESDAY	3/13/2013	8AM	2PM	2	4
THURSDAY	3/14/2013	2PM	6PM	1	3
FRIDAY	3/15/2013	2PM	6PM	1	3
SATURDAY	3/16/2013	10AM	5PM	2	5
SUNDAY	3/17/2013	11AM	5PM	2	4

WORKWEEK HOURS TOTAL: 22

EMPLOYEE SIGNATURE:

Confidential

Confidential

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: ESTEBAN DE LA CRUZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/12/2013	1PM	5PM	1	3
WEDNESDAY	3/13/2013	2PM	7PM	1	4
THURSDAY	3/14/2013	6PM	10PM	1	3
FRIDAY	3/15/2013	6PM	11PM	1	4
SATURDAY	3/16/2013	5PM	11PM	2	4
SUNDAY	3/17/2013	5PM	11PM	2	4

WORKWEEK HOURS TOTAL: 22

EMPLOYEE SIGNATURE:

PAY: $[illegible]
DRAWS: $[illegible]
NET: $50.00

NAME: STANLEY YATES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/12/2013	3PM	7PM	1	3
WEDNESDAY	3/13/2013	8AM	2PM	2	4
THURSDAY	3/14/2013	2PM	6PM	1	3
FRIDAY	3/15/2013	2PM	6PM	1	3
SATURDAY	3/16/2013	10AM	5PM	2	5
SUNDAY	3/17/2013	11AM	5PM	2	4

WORKWEEK HOURS TOTAL: 22

EMPLOYEE SIGNATURE:

Confidential

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: FELIX RAMOS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/12/2013	1PM	5PM	1	3
WEDNESDAY	3/13/2013	2PM	7PM	1	4
THURSDAY	3/14/2013	6PM	10PM	1	3
FRIDAY	3/15/2013	6PM	11PM	1	4
SATURDAY	3/16/2013	5PM	11PM	2	4
SUNDAY	3/17/2013	5PM	11PM	2	4

WORKWEEK HOURS TOTAL: 22

EMPLOYEE SIGNATURE:

Confidential

PAY: $375.00
DRAWS: $80.00
NET: $295.00

NAME: CARLOS HERRERA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013		OFF	0	0
TUESDAY	3/12/2013	3PM	7PM	1	3
WEDNESDAY	3/13/2013	8AM	2PM	2	4
THURSDAY	3/14/2013	2PM	6PM	1	3
FRIDAY	3/15/2013	2PM	6PM	1	3
SATURDAY	3/16/2013	10AM	5PM	2	5
SUNDAY	3/17/2013	11AM	5PM	2	4

WORKWEEK HOURS TOTAL: 22

EMPLOYEE SIGNATURE:

Confidential

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: JOAN HERRERA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013		OFF	0	0
[illegible]ESDAY	3/12/2013	1PM	5PM	1	3
[illegible]SDAY	3/13/2013	2PM	7PM	1	4
[illegible]RSDAY	3/14/2013	6PM	10PM	1	3
FRIDAY	3/15/2013	6PM	11PM	1	4
SATURDAY	3/16/2013	5PM	11PM	2	4
SUNDAY	3/17/2013	5PM	11PM	2	4

WORKWEEK HOURS TOTAL: 22

EMPLOYEE SIGNATURE: [redacted]

Confidential

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: JOSE CARMONA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/12/2013	1PM	5PM	1	3
WEDNESDAY	3/13/2013	2PM	7PM	1	4
THURSDAY	3/14/2013	6PM	10PM	1	3
FRIDAY	3/15/2013	6PM	11PM	1	4
SATURDAY	3/16/2013	5PM	11PM	2	4
SUNDAY	3/17/2013	5PM	11PM	2	4

WORKWEEK HOURS TOTAL: 22

EMPLOYEE SIGNATURE: [redacted]

Confidential

PAY: $355.00
DRAWS: $0.00
NET: $355.00

NAME: MARIANO GONZALEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/12/2013	3PM	7PM	1	3
WEDNESDAY	3/13/2013	8AM	2PM	2	4
THURSDAY	3/14/2013	2PM	6PM	1	3
FRIDAY	3/15/2013	2PM	6PM	1	3
SATURDAY	3/16/2013	10AM	5PM	2	5
SUNDAY	3/17/2013	11AM	5PM	2	4

WORKWEEK HOURS TOTAL: 22

EMPLOYEE SIGNATURE: [redacted]

Confidential

Confidential

PAY: $325.00
DRAWS: $220.00
NET: $105.00

NAME: [redacted]

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013		OFF	0	0
TUESDAY	3/12/2013	3PM	4pm	0	1
WEDNESDAY	3/13/2013	8AM	2PM	2	4
THURSDAY	3/14/2013	2PM	6PM	1	3
FRIDAY	3/15/2013	2PM	6PM	1	3
SATURDAY	3/16/2013	10AM	5PM	2	5
SUNDAY	3/17/2013	11AM	5PM	2	4

WORKWEEK HOURS TOTAL: 20

EMPLOYEE SIGNATURE: [redacted]

PAY: $575.00
DRAWS: $40.00
NET: $535.00

NAME: LONNIE BROWN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/12/2013	3PM	7PM	1	3
WEDNESDAY	3/13/2013	8AM	2PM	2	4
THURSDAY	3/14/2013	2PM	6PM	1	3
FRIDAY	3/15/2013	2PM	6PM	1	3
SATURDAY	3/16/2013	10AM	5PM	2	5
SUNDAY	3/17/2013	11AM	5PM	2	4

WORKWEEK HOURS TOTAL: 22

EMPLOYEE SIGNATURE: [redacted]

Confidential

PAY: $325.00
DRAWS: $40.00
NET: $285.00

NAME: ENRIQUE LUNA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/12/2013	3PM	7PM	1	3
WEDNESDAY	3/13/2013	8AM	2PM	2	4
THURSDAY	3/14/2013	2PM	6PM	1	3
FRIDAY	3/15/2013	2PM	6PM	1	3
SATURDAY	3/16/2013	10AM	5PM	2	5
SUNDAY	3/17/2013	11AM	5PM	2	4

WORKWEEK HOURS TOTAL: 22

EMPLOYEE SIGNATURE: [redacted]

Confidential

Damaged

MAINTECH

2013

03/11/2013 - 03/17/2013

(10)

MARCH 14-17, 2013

DON WYATT

DAY	HOURS	DRAWS	MISC. CHGS.	OVER/SHORT
CARRY FROM LAST WEEK				
MONDAY				
TUESDAY		40.00		
WEDNESDAY				
THURSDAY	4.50	40.00		
FRIDAY	6.00			-1.00
SATURDAY	9.00	40.00		-19.00
SUNDAY	9.00			
TOTALS	28.50	120.00		-20.00

GROSS	244.00
DRAWS	120.00
RENT/MISC	
OVER/SHORT	-20.00
NET PAY	124.00

RECEIVED: Confidential

MANTECA
MARCH 14-17, 2013

CHLOE NORWOOD

DAY	HOURS	DRAWS	MISC. CHGS.	OVER/SHORT
CARRY FROM LAST WEEK				
MONDAY				
TUESDAY				
WEDNESDAY				
THURSDAY	4.50			
FRIDAY	6.00		50.00	
SATURDAY	9.00			
SUNDAY	9.00			
TOTALS	28.50		50.00	

GROSS	244.00
DRAWS	
RENT/MISC	50.00
OVER/SHORT	
NET PAY	194.00

RECEIVED Confidential

MANTECA
MARCH 14-17, 2013

GINA RUSSELL

DAY	HOURS	DRAWS	MISC. CHGS.	OVER/SHORT
CARRY FROM LAST WEEK				
MONDAY				
TUESDAY				
WEDNESDAY				
THURSDAY	4.50			-5.00
FRIDAY	6.00		50.00	3.00
SATURDAY	9.00		50.00	-2.00
SUNDAY	9.00			
TOTALS	28.50		100.00	-4.00

GROSS	244.00
DRAWS	
RENT/MISC	100.00
OVER/SHORT	4.00
NET PAY	140.00

RECEIVED Confidential

Butler's Exh. 26

PAYROLL= 400.00 PAY= 400.00

NAME: RANDAL ACKERMAN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/13				
TUESDAY	3/12/13	9:00 AM	5:00 PM	1	7
WEDNESDAY	3/13/13	9:00 AM	5:00 PM	1	7
THURSDAY	3/14/13	4:00 PM	10:00 PM	2	4
FRIDAY	3/15/13	4:00 PM	10:00 PM	1	5
SATURDAY	3/16/13	12:00 PM	11:00 PM	3	8
SUNDAY	3/17/13	12:00 PM	12:00 AM	4	8

DRAWS= SAVINGS=

UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 39

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 325.00 PAY= ~~155~~ 145.00

NAME: MICHAEL ANDERSON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/13				
TUESDAY	3/12/13	9:00 AM	5:00 PM	1	7
WEDNESDAY	3/13/13	9:00 AM	5:00 PM	2	6
THURSDAY	3/14/13	4:00 PM	10:00 PM	1	5
FRIDAY	3/15/13	4:00 PM	10:00 PM	1	5
SATURDAY	3/16/13	12:00 PM	11:00 PM	3	8
SUNDAY	3/17/13	12:00 PM	12:00 AM	3	9

DRAWS= 120.00 SAVINGS=

UNIFORMS= RENT= 50.00

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 325.00 PAY= 325.00

NAME: MIGUEL ANGEL PONCE ALVARADO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/13				
TUESDAY	3/12/13	9:00 AM	5:00 PM	1	7
WEDNESDAY	3/13/13	9:00 AM	5:00 PM	1	7
THURSDAY	3/14/13	4:00 PM	10:00 PM	1	5
FRIDAY	3/15/13	4:00 PM	10:00 PM	1	5
SATURDAY	3/16/13	12:00 PM	11:00 PM	4	7
SUNDAY	3/17/13	12:00 PM	12:00 AM	3	9

WORKWEEK HOURS TOTAL: 40

DRAWS= SAVINGS=

UNIFORMS= RENT=

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 350.00 PAY= 350.00

NAME: CLAUDIO MARIN ALARCON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/13				
TUESDAY	3/12/13	9:00 AM	5:00 PM	1	7
WEDNESDAY	3/13/13	9:00 AM	5:00 PM	1	7
THURSDAY	3/14/13	4:00 PM	10:00 PM	1	5
FRIDAY	3/15/13	4:00 PM	10:00 PM	1	5
SATURDAY	3/16/13	12:00 PM	11:00 PM	4	7
SUNDAY	3/17/13	12:00 PM	12:00 AM	4	8

WORKWEEK HOURS TOTAL: 39

DRAWS= SAVINGS=

UNIFORMS= RENT=

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 350.00 PAY= 310.00

NAME: FRANCISCO NEPOMUCENO APARICIO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/13				
TUESDAY	3/12/13	9:00 AM	5:00 PM	2	6
WEDNESDAY	3/13/13	9:00 AM	5:00 PM	1	7
THURSDAY	3/14/13	4:00 PM	10:00 PM	1	5
FRIDAY	3/15/13	4:00 PM	10:00 PM	1	5
SATURDAY	3/16/13	12:00 PM	11:00 PM	3	8
SUNDAY	3/17/13	12:00 PM	12:00 AM	3	9

DRAWS= 40.00 SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 325.00 PAY= 245.00

NAME: JENNIFER BALL

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/13				
TUESDAY	3/12/13	9:00 AM	5:00 PM	1	7
WEDNESDAY	3/13/13	9:00 AM	5:00 PM	1	7
THURSDAY	3/14/13	4:00 PM	10:00 PM	1	5
FRIDAY	3/15/13	4:00 PM	10:00 PM	2	4
SATURDAY	3/16/13	12:00 PM	11:00 PM	3	8
SUNDAY	3/17/13	12:00 PM	12:00 AM	3	9

DRAWS= 80.00 SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATU

PAYROLL= 325.00 PAY= 205.00

NAME: JOSHUA BALL

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/13				
TUESDAY	3/12/13	9:00 AM	5:00 PM	1	7
WEDNESDAY	3/13/13	9:00 AM	5:00 PM	1	7
THURSDAY	3/14/13	4:00 PM	10:00 PM	1	5
FRIDAY	3/15/13	4:00 PM	10:00 PM	2	4
SATURDAY	3/16/13	12:00 PM	11:00 PM	3	8
SUNDAY	3/17/13	12:00 PM	12:00 AM	3	9

DRAWS= 120.00 SAVINGS=

UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 350.00 PAY= 180.00

NAME: CHRISTOPHER CHESSER

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/13				
TUESDAY	3/12/13	9:00 AM	5:00 PM	1	7
WEDNESDAY	3/13/13	9:00 AM	5:00 PM	2	6
THURSDAY	3/14/13	4:00 PM	10:00 PM	1	5
FRIDAY	3/15/13	4:00 PM	10:00 PM	2	4
SATURDAY	3/16/13	12:00 PM	11:00 PM	3	8
SUNDAY	3/17/13	12:00 PM	12:00 AM	3	9

DRAWS= 120.00 SAVINGS=

UNIFORMS= RENT= 50.00

WORKWEEK HOURS TOTAL: 39

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 425.00 PAY= 425.00

NAME: ROBERT EASLY

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/13				
TUESDAY	3/12/13	9:00 AM	5:00 PM	1	7
WEDNESDAY	3/13/13	9:00 AM	5:00 PM	2	6
THURSDAY	3/14/13	4:00 PM	10:00 PM	1	5
FRIDAY	3/15/13	4:00 PM	10:00 PM	1	5
SATURDAY	3/16/13	12:00 PM	11:00 PM	3	8
SUNDAY	3/17/13	12:00 PM	12:00 AM	3	9

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 325.00 PAY= ~~180.00~~ 175

NAME: TELFORD FAGER

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/13				
TUESDAY	3/12/13	9:00 AM	5:00 PM	1	7
WEDNESDAY	3/13/13	9:00 AM	5:00 PM	1	7
THURSDAY	3/14/13	4:00 PM	10:00 PM	2	4
FRIDAY	3/15/13	4:00 PM	10:00 PM	1	5
SATURDAY	3/16/13	12:00 PM	11:00 PM	3	8
SUNDAY	3/17/13	12:00 PM	12:00 AM	3	9

DRAWS= 120.00 SAVINGS= STX
UNIFORMS= 25.00 RENT=

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 420.00 PAY= 420.00

NAME: EDGAR OSVALDO CARRANZA FLORES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/13				
TUESDAY	3/12/13	9:00 AM	5:00 PM	1	7
WEDNESDAY	3/13/13	9:00 AM	5:00 PM	1	7
THURSDAY	3/14/13	4:00 PM	10:00 PM	2	4
FRIDAY	3/15/13	4:00 PM	10:00 PM	1	5
SATURDAY	3/16/13	12:00 PM	11:00 PM	3	8
SUNDAY	3/17/13	12:00 PM	12:00 AM	3	9

DRAWS= SAVINGS=

UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 325.00 PAY= 325.00

NAME: JUAN ANDRADE GARCIA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/13				
TUESDAY	3/12/13	9:00 AM	5:00 PM	1	7
WEDNESDAY	3/13/13	9:00 AM	5:00 PM	2	6
THURSDAY	3/14/13	4:00 PM	10:00 PM	1	5
FRIDAY	3/15/13	4:00 PM	10:00 PM	1	5
SATURDAY	3/16/13	12:00 PM	11:00 PM	3	8
SUNDAY	3/17/13	12:00 PM	12:00 AM	3	9

DRAWS= SAVINGS=

UNIFORMS= RENT=

WORKWEEK HOURS TOTAL. 40

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 350.00 PAY= 350.00

NAME: MIGUEL ANDRADE GARCIA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/13				
TUESDAY	3/12/13	9:00 AM	5:00 PM	1	7
WEDNESDAY	3/13/13	9:00 AM	5:00 PM	1	7
THURSDAY	3/14/13	4:00 PM	10:00 PM	1	5
FRIDAY	3/15/13	4:00 PM	10:00 PM	2	4
SATURDAY	3/16/13	12:00 PM	11:00 PM	3	8
SUNDAY	3/17/13	12:00 PM	12:00 AM	3	9

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 365.00 PAY= 235.00

NAME: RAUL GUZMAN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/13				
TUESDAY	3/12/13	9:00 AM	5:00 PM	1	7
WEDNESDAY	3/13/13	9:00 AM	5:00 PM	2	6
THURSDAY	3/14/13	4:00 PM	10:00 PM	1	5
FRIDAY	3/15/13	4:00 PM	10:00 PM	1	5
SATURDAY	3/16/13	12:00 PM	11:00 PM	3	8
SUNDAY	3/17/13	12:00 PM	12:00 AM	3	9

DRAWS= 80.00 SAVINGS=
UNIFORMS= RENT= 50.00

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 500.00 PAY= 400.00

NAME: JERRY HALL

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/13				
TUESDAY	3/12/13	9:00 AM	5:00 PM	1	7
WEDNESDAY	3/13/13	9:00 AM	5:00 PM	2	6
THURSDAY	3/14/13	4:00 PM	10:00 PM	1	5
FRIDAY	3/15/13	4:00 PM	10:00 PM	1	5
SATURDAY	3/16/13	12:00 PM	11:00 PM	3	8
SUNDAY	3/17/13	12:00 PM	12:00 AM	3	9

DRAWS= SAVINGS= 100.00 WORKWEEK HOURS TOTAL: 40

UNIFORMS= RENT=

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 325.00 PAY= 195.00

NAME: JOHN HOLMES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/13				
TUESDAY	3/12/13	9:00 AM	5:00 PM	1	7
WEDNESDAY	3/13/13	9:00 AM	5:00 PM	1	7
THURSDAY	3/14/13	4:00 PM	10:00 PM	2	4
FRIDAY	3/15/13	4:00 PM	10:00 PM	1	5
SATURDAY	3/16/13	12:00 PM	11:00 PM	3	8
SUNDAY	3/17/13	12:00 PM	12:00 AM	3	9

DRAWS= 80.00 SAVINGS= WORKWEEK HOURS TOTAL: 40

UNIFORMS= RENT= 50.00

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 325.00 PAY= 285.00

NAME: DARIO DIAZ JARQUIN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/13				
TUESDAY	3/12/13	9:00 AM	5:00 PM	1	7
WEDNESDAY	3/13/13	9:00 AM	5:00 PM	1	7
THURSDAY	3/14/13	4:00 PM	10:00 PM	2	4
FRIDAY	3/15/13	4:00 PM	10:00 PM	1	5
SATURDAY	3/16/13	12:00 PM	11:00 PM	3	8
SUNDAY	3/17/13	12:00 PM	12:00 AM	3	9

DRAWS= 40.00 SAVINGS=

UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 450.00 PAY= 90.00

NAME: DAVID LOVE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/13				
TUESDAY	3/12/13	9:00 AM	5:00 PM	1	7
WEDNESDAY	3/13/13	9:00 AM	5:00 PM	1	7
THURSDAY	3/14/13	4:00 PM	10:00 PM	1	5
FRIDAY	3/15/13	4:00 PM	10:00 PM	2	4
SATURDAY	3/16/13	12:00 PM	11:00 PM	3	8
SUNDAY	3/17/13	12:00 PM	12:00 AM	3	9

DRAWS= 360.00 SAVINGS=

UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE

Confidential

PAYROLL= 300.00 PAY= 300.00

NAME: DEAN MCARTER

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/13				
TUESDAY	3/12/13	9:00 AM	5:00 PM	1	7
WEDNESDAY	3/13/13	9:00 AM	5:00 PM	1	7
THURSDAY	3/14/13	4:00 PM	10:00 PM	1	5
FRIDAY	3/15/13	4:00 PM	10:00 PM	1	5
SATURDAY	3/16/13	12:00 PM	11:00 PM	4	7
SUNDAY	3/17/13	12:00 PM	12:00 AM	3	9

DRAWS= SAVINGS=

UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 300.00 PAY= 300.00

NAME: ISMAEL MONTALVO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/13				
TUESDAY	3/12/13				
WEDNESDAY	3/13/13				
THURSDAY	3/14/13				
FRIDAY	3/15/13				
SATURDAY	3/16/13				
SUNDAY	3/17/13				

DRAWS= SAVINGS=

UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 0

Confidential

EMPLOYEE SIGNATUR

PAYROLL= 350.00 PAY= 350.00

NAME: ISIDRO MORALES OLIVA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/13				
TUESDAY	3/12/13	9:00 AM	5:00 PM	2	6
WEDNESDAY	3/13/13	9:00 AM	5:00 PM	1	7
THURSDAY	3/14/13	4:00 PM	10:00 PM	1	5
FRIDAY	3/15/13	4:00 PM	10:00 PM	1	5
SATURDAY	3/16/13	12:00 PM	11:00 PM	4	7
SUNDAY	3/17/13	12:00 PM	12:00 AM	3	9

WORKWEEK HOURS TOTAL: 39

DRAWS= SAVINGS=

UNIFORMS= RENT=

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 505.00 PAY= 505.00

NAME: JUAN CARLOS FERNANDEZ PAREDES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/13				
TUESDAY	3/12/13	9:00 AM	5:00 PM	1	7
WEDNESDAY	3/13/13	9:00 AM	5:00 PM	1	7
THURSDAY	3/14/13	4:00 PM	10:00 PM	1	5
FRIDAY	3/15/13	4:00 PM	10:00 PM	1	5
SATURDAY	3/16/13	12:00 PM	11:00 PM	4	7
SUNDAY	3/17/13	12:00 PM	12:00 AM	3	9

WORKWEEK HOURS TOTAL: 40

DRAWS= SAVINGS=

UNIFORMS= RENT=

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 109.00 PAY= 49.00

NAME: LARRY PATERSON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/13				
TUESDAY	3/12/13				
WEDNESDAY	3/13/13				
THURSDAY	3/14/13				
FRIDAY	3/15/13				
SATURDAY	3/16/13	12:00 PM	11:00 PM	4	7
SUNDAY	3/17/13	12:00 PM	12:00 AM	3	9

DRAWS= 40.00 SAVINGS=

UNIFORMS= RENT= 20.00

WORKWEEK HOURS TOTAL: 16

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 325.00 PAY= 325.00

NAME: DIEGO IMILIO SAINZ PAZOS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/13				
TUESDAY	3/12/13	9:00 AM	5:00 PM	1	7
WEDNESDAY	3/13/13	9:00 AM	5:00 PM	2	6
THURSDAY	3/14/13	4:00 PM	10:00 PM	2	4
FRIDAY	3/15/13	4:00 PM	10:00 PM	1	5
SATURDAY	3/16/13	12:00 PM	11:00 PM	3	8
SUNDAY	3/17/13	12:00 PM	12:00 AM	3	9

DRAWS= SAVINGS=

UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 39

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 500.00 PAY= 500.00

NAME: ROBERT REYES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/13				
TUESDAY	3/12/13	9:00 AM	5:00 PM	2	6
WEDNESDAY	3/13/13	9:00 AM	5:00 PM	1	7
THURSDAY	3/14/13	4:00 PM	10:00 PM	1	5
FRIDAY	3/15/13	4:00 PM	10:00 PM	2	4
SATURDAY	3/16/13	12:00 PM	11:00 PM	3	8
SUNDAY	3/17/13	12:00 PM	12:00 AM	3	9

DRAWS= SAVINGS= WORKWEEK HOURS TOTAL

UNIFORMS= RENT= 39

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 402 PAY= 402

NAME: Damian Pelton

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/13				
TUESDAY	3/12/13	9:00 AM	5:00 PM		8
WEDNESDAY	3/13/13	9:00 AM	5:00 PM		8
THURSDAY	3/14/13	4:00 PM	10:00 PM		6
FRIDAY	3/15/13	4:00 PM	10:00 PM		6
SATURDAY	3/16/13	12:00 PM	11:00 PM		11
SUNDAY	3/17/13	12:00 PM	12:00 AM		12

DRAWS= SAVINGS= WORKWEEK HOURS TOTAL

UNIFORMS= RENT= 51

Confidential

EMPLOYEE SIGNATU

PAYROLL= 365.00 PAY= ~~305.00~~ 300

NAME: ANTONIO GARCIA ROMERO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/13				
TUESDAY	3/12/13	9:00 AM	5:00 PM	1	7
WEDNESDAY	3/13/13	9:00 AM	5:00 PM	1	7
THURSDAY	3/14/13	4:00 PM	10:00 PM	1	5
FRIDAY	3/15/13	4:00 PM	10:00 PM	1	5
SATURDAY	3/16/13	12:00 PM	11:00 PM	4	7
SUNDAY	3/17/13	12:00 PM	12:00 AM	3	9

WORKWEEK HOURS TOTAL: 40

DRAWS= 60.00 SAVINGS= ____

UNIFORMS= ____ RENT= ____

Confidential

EMPLOYEE SIGNATURE ____

PAYROLL= 350.00 PAY= 350.00

NAME: JAVIER HERNANDEZ SALVADOR

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/13				
TUESDAY	3/12/13	9:00 AM	5:00 PM	1	7
WEDNESDAY	3/13/13	9:00 AM	5:00 PM	2	6
THURSDAY	3/14/13	4:00 PM	10:00 PM	1	5
FRIDAY	3/15/13	4:00 PM	10:00 PM	1	5
SATURDAY	3/16/13	12:00 PM	11:00 PM	3	8
SUNDAY	3/17/13	12:00 PM	12:00 AM	3	9

WORKWEEK HOURS TOTAL: 40

DRAWS= ____ SAVINGS= ____

UNIFORMS= ____ RENT= ____

Confidential

EMPLOYEE SIGNATURE ____

PAYROLL= 380.00 PAY= 380.00

NAME: PRIMITIVO MATEO SALVADOR

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/13				
TUESDAY	3/12/13	9:00 AM	5:00 PM	1	7
WEDNESDAY	3/13/13	9:00 AM	5:00 PM	1	7
THURSDAY	3/14/13	4:00 PM	10:00 PM	1	5
FRIDAY	3/15/13	4:00 PM	10:00 PM	2	4
SATURDAY	3/16/13	12:00 PM	11:00 PM	3	8
SUNDAY	3/17/13	12:00 PM	12:00 AM	3	9

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 325.00 PAY= 155.00

NAME: JASON SERVICE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/13				
TUESDAY	3/12/13	9:00 AM	5:00 PM	1	7
WEDNESDAY	3/13/13	9:00 AM	5:00 PM	1	7
THURSDAY	3/14/13	4:00 PM	10:00 PM	2	4
FRIDAY	3/15/13	4:00 PM	10:00 PM	1	5
SATURDAY	3/16/13	12:00 PM	11:00 PM	3	8
SUNDAY	3/17/13	12:00 PM	12:00 AM	4	8

DRAWS= 120.00 SAVINGS=
UNIFORMS= RENT= 50.00

WORKWEEK HOURS TOTAL: 39

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 300.00 PAY= 300.00

NAME: SALLY B SHAFFER

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/13				
TUESDAY	3/12/13	9:00 AM	5:00 PM	1	7
WEDNESDAY	3/13/13	9:00 AM	5:00 PM	2	6
THURSDAY	3/14/13	4:00 PM	10:00 PM	1	5
FRIDAY	3/15/13	4:00 PM	10:00 PM	1	5
SATURDAY	3/16/13	12:00 PM	11:00 PM	3	8
SUNDAY	3/17/13	12:00 PM	12:00 AM	3	9

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE

Confidential

PAYROLL= 350.00 PAY= 60.00

NAME: STEVEN MATTHEW SHINABERY

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/13				
TUESDAY	3/12/13	9:00 AM	5:00 PM	1	7
WEDNESDAY	3/13/13	9:00 AM	5:00 PM	1	7
THURSDAY	3/14/13	4:00 PM	10:00 PM	1	5
FRIDAY	3/15/13	4:00 PM	10:00 PM	2	4
SATURDAY	3/16/13	12:00 PM	11:00 PM	3	8
SUNDAY	3/17/13	12:00 PM	12:00 AM	3	9

DRAWS= 240.00 SAVINGS=
UNIFORMS= RENT= 50.00

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE

Confidential

PAYROLL= 350.00 PAY= 210.00

NAME: HUEY TORRENCE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/13				
TUESDAY	3/12/13	9:00 AM	5:00 PM	1	7
WEDNESDAY	3/13/13	9:00 AM	5:00 PM	2	6
THURSDAY	3/14/13	4:00 PM	10:00 PM	1	5
FRIDAY	3/15/13	4:00 PM	10:00 PM	1	5
SATURDAY	3/16/13	12:00 PM	11:00 PM	3	8
SUNDAY	3/17/13	12:00 PM	12:00 AM	3	9

WORKWEEK HOURS TOTAL: 40

DRAWS= 40.00 SAVINGS= 50.00

LOAN= 50.00 RENT=

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 365.00 PAY= 285.00

NAME: ASCENCION ALEJO VASQUEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/13				
TUESDAY	3/12/13	9:00 AM	5:00 PM	1	7
WEDNESDAY	3/13/13	9:00 AM	5:00 PM	1	7
THURSDAY	3/14/13	4:00 PM	10:00 PM	1	5
FRIDAY	3/15/13	4:00 PM	10:00 PM	2	4
SATURDAY	3/16/13	12:00 PM	11:00 PM	3	8
SUNDAY	3/17/13	12:00 PM	12:00 AM	3	9

WORKWEEK HOURS TOTAL: 40

DRAWS= 80.00 SAVINGS=

UNIFORMS= RENT=

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 390.00 PAY= 240.00

NAME: DAVID VASQUEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/13				
TUESDAY	3/12/13	9:00 AM	5:00 PM	1	7
WEDNESDAY	3/13/13	9:00 AM	5:00 PM	1	7
THURSDAY	3/14/13	4:00 PM	10:00 PM	1	5
FRIDAY	3/15/13	4:00 PM	10:00 PM	2	4
SATURDAY	3/16/13	12:00 PM	11:00 PM	3	8
SUNDAY	3/17/13	12:00 PM	12:00 AM	3	9

DRAWS= SAVINGS= 100.00 WORKWEEK HOURS TOTAL.

UNIFORMS= RENT= 50.00 40

EMPLOYEE SIGNATURE

Confidential

MANTECA	MARCH 11-17, 2013	RIDE	BASE PAY	EXTRA PAY	THIS WEEK	DRAWS	UNIFORMS	SAVINGS	RENT/PHONE	WHO BH	TOTAL DED	NET PAY
ACKERMAN	RANDAL	DRIVER	400.00		400.00	n					-	400.00
ALARCON	CLAUDIO MARIN	SLIDE	350.00		350.00	n					-	350.00
ALVARADO	MIGUEL ANGEL PONCE	SLIDE	325.00		325.00	n					-	325.00
ANDERSON	MICHAEL	ZIPPER/VOYAGER	325.00		325.00	120.00			50.00	M	170.00	155.00
APARICIO	FRANCISCO NEPOMUCENO	CORVETTS	350.00		350.00	40.00					40.00	310.00
BALL	JENNIFER	SLIDE	325.00		325.00	80.00					80.00	245.00
BALL	JOSHUA	CLIFF HANGER	325.00		325.00	120.00					120.00	205.00
CHESSER	CHRISTOPHER	ZIPPER	350.00		350.00	120.00		100.00	50.00	M	270.00	80.00
EASLY	ROBERT	DRIVER	425.00		425.00	n					-	425.00
FAGER	TELFORD	SCRAMBLER	325.00		325.00	120.00	25.00				145.00	180.00
FLORES	EDGAR OSWALDO CARRANZA	EAGLE 16	380.00	40.00	420.00	n					-	420.00
GARCIA	JUAN ANDRADE	CORVETTES	325.00		325.00	n					-	325.00
GARCIA	MIGUEL ANDRADE	VIPER	350.00		350.00	n					-	350.00
GUZMAN	RAUL	VOYAGER	325.00	40.00	365.00	80.00			50.00	D	130.00	235.00
HALL	JERRY	SHOP/DRIVER	500.00		500.00	n		100.00			100.00	400.00
HOLMES	JOHN	CLIFF HANGER	325.00		325.00	80.00			50.00	D	130.00	195.00
JARQUIN	DARIO DIAZ	BEARS	325.00		325.00	40.00					40.00	285.00
LOVE	DAVID	DRIVER	450.00		450.00	40.00					40.00	410.00
MCARTER	DEAN	OFFICE	300.00		300.00	n					-	300.00
MONTALVO	ISMAEL	DRIVER	300.00		300.00	n					-	300.00
OLIVA	ISIDRO, MORALES	ENERGY STORM	350.00		350.00	n					-	350.00
PAREDES	JUAN CARLOS FERNANDEZ	DRIVER	505.00		505.00	n					-	505.00
PATTERSON	LARRY	RING	325.00	-216.00	109.00	40.00			20.00	D	60.00	49.00
PAZOS	DIEGO EMILIO SAINZ	BEARS	325.00		325.00	n					-	325.00
REYES	ROBERT	DRIVER	500.00		500.00	n					-	500.00
RITSCH	DAMIEN	DRIVER	400.00		400.00						-	400.00
ROMERO	ANTONIO GARCIA	VIPER	365.00		365.00	60.00					60.00	305.00
SALVADOR	JAVIER HERNANDEZ	CAROUSEL	350.00		350.00	n					-	350.00
SALVADOR	PRIMITIVO, MATEO	ENERGY STORM	350.00	30.00	380.00	n					-	380.00
SERVICE	JASON	SCRAMBLER	325.00		325.00	120.00			50.00	D	170.00	155.00
AFFER	SALLY	OFFICE	300.00		300.00	n					-	300.00
SHINABERY	STEVEN, MATT	EAGLE 16	350.00		350.00	240.00			50.00	D	290.00	60.00
TORRENCE	HUEY	RING	350.00		350.00	90.00		50.00			140.00	210.00
VASQUEZ	ASCENCION, ALEJO	CAROUSEL	365.00		365.00	80.00		100.00			180.00	185.00
VASQUEZ	DAVID	SANITATION	350.00	40.00	390.00	n			50.00	M	50.00	340.00
			12,590.00	(106.00)	12,134.00	1,470.00	25.00	350.00	320.00		2,165.00	9,969.00

Buller Exh. 20, p. 55

Daylilies

SUPERSTITION SPRINGS

03/11/2013 - 03/17/2013
and
03/18/2013 - 03/24/2013

B

2013

LOCATION: SUPERSTITON
WEEK ENDING: 3/19/2013 GROSS PAY: 259.—

NAME: Yvette

SIGNATURE:

3/18/13
pd Yvette 259.

Confidential

LOCATION: SUPERSTITON
WEEK ENDING: 3/19/2013 GROSS PAY: 256.—

NAME: Barbara Shepard

SIGNATURE: Confidential

LOCATION: SUPERSTITON 13
WEEK ENDING: 3/19/2013 GROSS PAY: 245.00

NAME: Sarah Jones

SIGNATURE: Confidential

LOCATION: SUPERSTITON 13
WEEK ENDING: 3/19/2013 GROSS PAY: 298.80

NAME: Angela Halloway

SIGNATURE: Confidential

LOCATION: SUPERSTITON
WEEK ENDING: 3/19/2013 GROSS PAY: 286.

NAME: OLLIE Murray

SIGNATURE: Confidential

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LOCATION: SUPERSTITON

WEEK ENDING: 3/19/2013 GROSS PAY: ~~$372.40~~ 283.40

NAME: Karen Harris

SIGNATURE: Confidential

PAY: $32.
DRAWS: $ .00
NET: $325.00

NAME: TINA MOSHER

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12AM	3AM	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/13/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/14/2013	10AM	4PM	1	5
FRIDAY	3/15/2013	3PM	11PM	4	6
SATURDAY	3/16/2013	10AM	11PM	5.5	7.5
SUNDAY	3/17/2013	11AM	11PM	6	6

WORKWEEK HOURS TOTAL: 39

EMPLOYEE SIGNATURE: Confidential

375

PAY: ~~$360.00~~
DRAWS: $0.00
NET: $350.00

375 ?

NAME: MARCOS BANDALA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12AM	3AM	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	3/13/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/14/2013	10AM	4PM	1	5
FRIDAY	3/15/2013	3PM	11PM	3	7
SATURDAY	3/16/2013	10AM	11PM	6.5	6.5
SUNDAY	3/17/2013	11AM	11PM	6	6

WORKWEEK HOURS TOTAL: Confidential 40

EMPLOYEE SIGNATURE: [redacted]

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME SYBERT SLACK

DATE	IN	OUT	BREAKS	TOTAL HOURS
3/11/2013	12AM	3AM	0	3
3/12/2013	9 A.M	5 P.M.	1	7
3/13/2013	9 A.M.	5 P.M.	2.5	5.5
3/14/2013	10AM	4PM	1	5
3/15/2013	3PM	11PM	4.5	5.5
3/16/2013	10AM	11PM	5.5	7.5
3/17/2013	11AM	11PM	6	6

39.5

Confidential [redacted]

PAY: $650.00
DRAWS: $0.00
NET: $650.00

NAME: BENNY HILL

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12AM	3AM	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	3/13/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/14/2013	10AM	4PM	2	4
FRIDAY	3/15/2013	3PM	11PM	3	5
SATURDAY	3/16/2013	10AM	11PM	6	7
SUNDAY	3/17/2013	11AM	11PM	6	6

WORKWEEK HOURS TOTAL: 37

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $380.00
DRAWS: $0.00
NET: $380.00

NAME: JOSE GUITERREZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12AM	3AM	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/13/2013	9 A.M.	5 P.M.	2.5	6
THURSDAY	3/14/2013	9 A.M	4PM	1	5
FRIDAY	3/15/2013	3PM	11PM	3	6
SATURDAY	3/16/2013	10AM	11PM	6.5	7
SUNDAY	3/17/2013	11AM	11PM	6	6

WORKWEEK HOURS TOTAL: 39

EMPLOYEE SIGNATURE: Confidential [redacted]

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PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: EFRAIN ROMANO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOU
MONDAY	3/11/2013	12AM	3AM	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	3/13/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/14/2013	10AM	4PM	2	4
FRIDAY	3/15/2013	3PM	11PM	3	5
SATURDAY	3/16/2013	10AM	11PM	6	7
SUNDAY	3/17/2013	11AM	11PM	6	6

WORKWEEK HOURS TOTAL: 37

EMPLOYEE SIGNATURE: Confidential

omar pedro picked up

PAY: $430.00
DRAWS: $0.00
NET: $430.00

NAME ALBERTO BENAVIDAS

DATE	IN	OUT	BREAKS	TOTAL HOURS
3/11/2013	12AM	3AM	0	3
3/12/2013	9 A.M	5 P.M.	1	7
3/13/2013	9 A.M.	5 P.M.	2.5	5.5
3/14/2013	10AM	4PM	1	5
3/15/2013	3PM	11PM	4	6
3/16/2013	10AM	11PM	6.5	6.5
3/17/2013	11AM	11PM	6	6

Confidential [redacted] 39

omar pedro picked up

PAY: $375.00
DRAWS: $0.00
NET: $375.00

NAME: MARTIN CAELA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12AM	3AM	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	3/13/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	3/14/2013	10AM	4PM	2.5	3.5
FRIDAY	3/15/2013	3PM	11PM	2	6
SATURDAY	3/16/2013	10AM	11PM	6	7
SUNDAY	3/17/2013	11AM	11PM	6	6

WORKWEEK HOURS TOTAL: Confidential [redacted] 38.5

EMPLOYEE SIGNATURE:

Butler's Exh. 26, p. 561

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: ALEX APODACA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12AM	3AM	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/13/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/14/2013	10AM	4PM	1	5
FRIDAY	3/15/2013	3PM	11PM	2	6
SATURDAY	3/16/2013	10AM	11PM	6	7
SUNDAY	3/17/2013	11AM	11PM	6	6

WORKWEEK HOURS TOTAL:

EMPLOYEE SIGNATURE:

Confidential

Confidential

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: APOLLOS McCOREY

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12AM	3AM	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/13/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/14/2013	10AM	4PM	1	5
FRIDAY	3/15/2013	3PM	11PM	2	6
SATURDAY	3/16/2013	10AM	11PM	6	7
SUNDAY	3/17/2013	11AM	11PM	6	6

WORKWEEK HOURS TOTAL: 39

EMPLOYEE SIGNATURE:

Confidential

PAY: $325.00
DRAWS:
NET: $325.00

NAME: CATHY GARY/ LARSen

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12AM	3AM	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/13/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/14/2013	10AM	4PM	1	5
FRIDAY	3/15/2013	3PM	11PM	2	6
SATURDAY	3/16/2013	10AM	11PM	6	7
SUNDAY	3/17/2013	11AM	11PM	6	6

WORKWEEK HOURS TOTAL: 39

EMPLOYEE SIGNATURE:

Confidential

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: GABRIEL BELLO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12AM	3AM	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	3/13/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/14/2013	10AM	4PM	1	5
FRIDAY	3/15/2013	3PM	11PM	3	7
SATURDAY	3/16/2013	10AM	11PM	6.5	6.5
SUNDAY	3/17/2013	11AM	11PM	6	6

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE: [redacted]

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: BENJAMIN CASTRO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12AM	3AM	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/13/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/14/2013	10AM	4PM	1	5
FRIDAY	3/15/2013	3PM	11PM	2	6
SATURDAY	3/16/2013	10AM	11PM	6	7
SUNDAY	3/17/2013	11AM	11PM	6	6

WORKWEEK HOURS TOTAL: 39

Confidential

EMPLOYEE SIGNATURE: [redacted]

PAY: $1,000.00
DRAWS: $0.00
NET: $1,000.00

NAME: DREW BUDIMIR

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12AM	3AM	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	3/13/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/14/2013	10AM	4PM	1	5
FRIDAY	3/15/2013	3PM	11PM	3	7
SATURDAY	3/16/2013	10AM	11PM	6.5	6.5
SUNDAY	3/17/2013	11AM	11PM	6	6

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE: [redacted]

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: EDILBERTO SANTOS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12AM	3AM	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	3/13/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/14/2013	10AM	4PM	2.5	3.5
FRIDAY	3/15/2013	3PM	11PM	3	5
SATURDAY	3/16/2013	10AM	11PM	6	7
SUNDAY	3/17/2013	11AM	11PM	6	6

WORKWEEK HOURS TOTAL: 36.5

Confidential

EMPLOYEE SIGNATURE:

PAY: $350.00
DRAWS:
NET: $350.00

NAME: ERNESTO VIDAL

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12AM	3AM	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	3/13/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/14/2013	10AM	4PM	2	4
FRIDAY	3/15/2013	3PM	11PM	4	4
SATURDAY	3/16/2013	10AM	11PM	6	7
SUNDAY	3/17/2013	11AM	11PM	6	6

WORKWEEK HOURS TOTAL: 36

Confidential

EMPLOYEE SIGNATURE:

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: ASHLIE RUYLE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12AM	3AM	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	3/13/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/14/2013	10AM	4PM	2	4
FRIDAY	3/15/2013	3PM	11PM	2	6
SATURDAY	3/16/2013	10AM	11PM	6	7
SUNDAY	3/17/2013	11AM	11PM	6	6

WORKWEEK HOURS TOTAL: 38.5

Confidential

EMPLOYEE SIGNATURE:

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PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: MARLA OBRENTZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12AM	3AM	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	3/13/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	3/14/2013	10AM	4PM	2.5	3.5
FRIDAY	3/15/2013	3PM	11PM	3	5
SATURDAY	3/16/2013	10AM	11PM	6	7
SUNDAY	3/17/2013	11AM	11PM	6	6

WORKWEEK HOURS TOTAL: 37.5

EMPLOYEE SIGNATURE: Confidential

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: OSCAR VASQUEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12AM	3AM	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	3/13/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/14/2013	10AM	4PM	2.5	3.5
FRIDAY	3/15/2013	3PM	11PM	3	5
SATURDAY	3/16/2013	10AM	11PM	6	7
SUNDAY	3/17/2013	11AM	11PM	6	6

WORKWEEK HOURS TOTAL: Confidential 36.5

EMPLOYEE SIGNATURE:

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: ARMONDO MURRIETA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12AM	3AM	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/13/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	3/14/2013	10AM	4PM	0.5	5.5
FRIDAY	3/15/2013	3PM	11PM	3	5
SATURDAY	3/16/2013	10AM	11PM	6	7
SUNDAY	3/17/2013	11AM	11PM	6	6

WORKWEEK HOURS TOTAL: Confidential 39

EMPLOYEE SIGNATURE:

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: MIGUEL HERRERA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12AM	3AM	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/13/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/14/2013	10AM	4PM	1.5	4.5
FRIDAY	3/15/2013	3PM	11PM	2	6
SATURDAY	3/16/2013	10AM	11PM	6	7
SUNDAY	3/17/2013	11AM	11PM	6	6

WORKWEEK HOURS TOTAL: 38.5

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS:
NET: $325.00

NAME: ALFONSO ALVARADO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12AM	3AM	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	3/13/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/14/2013	10AM	4PM	1	5
FRIDAY	3/15/2013	3PM	11PM	3	7
SATURDAY	3/16/2013	10AM	11PM	6.5	6.5
SUNDAY	3/17/2013	11AM	11PM	6	6

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: ALFONSO MENDOZA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12AM	3AM	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	3/13/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	3/14/2013	10AM	4PM	2.5	3.5
FRIDAY	3/15/2013	3PM	11PM	2	6
SATURDAY	3/16/2013	10AM	11PM	6	7
SUNDAY	3/17/2013	11AM	11PM	6	6

WORKWEEK HOURS TOTAL: 38.5

EMPLOYEE SIGNATURE: Confidential

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PAY: $390.00
DRAWS: $0.00
NET: $390.00

NAME: AUGUSTIN ESPINOZA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12AM	3AM	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	3/13/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/14/2013	10AM	4PM	1	5
FRIDAY	3/15/2013	3PM	11PM	3	7
SATURDAY	3/16/2013	10AM	11PM	7	6
SUNDAY	3/17/2013	11AM	11PM	6	6

WORKWEEK HOURS TOTAL: Confidential 39.5

PAY: $425.00
DRAWS: $0.00
NET: $425.00

NAME FLORENCIO OLIVA

DATE	IN	OUT	BREAKS	TOTAL HOURS
3/11/2013	12AM	3AM	0	3
3/12/2013	9 A.M	5 P.M.	1	7
3/13/2013	9 A.M.	5 P.M.	2.5	5.5
3/14/2013	10AM	4PM	1	5
3/15/2013	3PM	11PM	4	6
3/16/2013	10AM	11PM	5.5	7.5
3/17/2013	11AM	11PM	6	6

Confidential 40

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: VICTOR MARTINEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12AM	3AM	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	3/13/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	3/14/2013	10AM	4PM	2	4
FRIDAY	3/15/2013	3PM	11PM	3	7
SATURDAY	3/16/2013	10AM	11PM	7	6
SUNDAY	3/17/2013	11AM	11PM	6	6

WORKWEEK HOURS TOTAL: Confidential 39.5

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PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: MARIANO ROA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12AM	3AM	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/13/2013	9 A.M.	5 P.M.	3	5
THURSDAY	3/14/2013	10AM	4PM	0.5	5.5
FRIDAY	3/15/2013	3PM	11PM	3	5
SATURDAY	3/16/2013	10AM	11PM	6	7
SUNDAY	3/17/2013	11AM	11PM	6	6

WORKWEEK HOURS TOTAL: 37.5

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: LUIS BORJAS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12AM	3AM	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	3/13/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/14/2013	10AM	4PM	1	5
FRIDAY	3/15/2013	3PM	11PM	3	7
SATURDAY	3/16/2013	10AM	11PM	6.5	6.5
SUNDAY	3/17/2013	11AM	11PM	6	6

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: LUIS GRACIA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12AM	3AM	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	3/13/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/14/2013	10AM	4PM	1	5
FRIDAY	3/15/2013	3PM	11PM	3	7
SATURDAY	3/16/2013	10AM	11PM	6.5	6.5
SUNDAY	3/17/2013	11AM	11PM	6	6

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE: Confidential [redacted]

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PAY: $425.00

DRAWS:

NET: $425.00

NAME: ROSALINO GONZALEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12AM	3AM	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	3/13/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/14/2013	10AM	4PM	2	4
FRIDAY	3/15/2013	3PM	11PM	2	6
SATURDAY	3/16/2013	10AM	11PM	6	7
SUNDAY	3/17/2013	11AM	11PM	6	6

WORKWEEK HOURS TOTAL: Confidential 38.5

EMPLOYEE SIGNATURE:

PAY: $325.00

DRAWS:

NET: $325.00

NAME: THOMAS HENSON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12AM	3AM	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	3/13/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/14/2013	10AM	4PM	1	5
FRIDAY	3/15/2013	3PM	11PM	3	7
SATURDAY	3/16/2013	10AM	11PM	6.5	6.5
SUNDAY	3/17/2013	11AM	11PM	6	6

WORKWEEK HOURS TOTAL: Confidential 40

EMPLOYEE SIGNATURE:

PAY: $350.00

DRAWS: $0.00

NET: $350.00

NAME: JOHNNY FLORES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12AM	3AM	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	3/13/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/14/2013	10AM	4PM	2	4
FRIDAY	3/15/2013	3PM	11PM	2	6
SATURDAY	3/16/2013	10AM	11PM	6	7
SUNDAY	3/17/2013	11AM	11PM	6	6

WORKWEEK HOURS TOTAL: 38.5

EMPLOYEE SIGNATURE: Confidential

PAY: $375.00
DRAWS:
NET: $375.00

NAME: GERMAN ALARCON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12AM	3AM	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/13/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/14/2013	10AM	4PM	2.5	3.5
FRIDAY	3/15/2013	3PM	11PM	3	5
SATURDAY	3/16/2013	10AM	11PM	6	7
SUNDAY	3/17/2013	11AM	11PM	6	6

WORKWEEK HOURS TOTAL: 36

EMPLOYEE SIGNATURE: Confidential

PAY: $400.00
DRAWS: $0.00
NET: $400.00

NAME: DANIEL BARRIOS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12AM	3AM	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	3/13/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/14/2013	10AM	4PM	2	4
FRIDAY	3/15/2013	3PM	11PM	2	6
SATURDAY	3/16/2013	10AM	11PM	6	7
SUNDAY	3/17/2013	11AM	11PM	6	6

WORKWEEK HOURS TOTAL: 38.5

EMPLOYEE SIGNATURE: Confidential

PAY: $400.00
DRAWS: $0.00
NET: $400.00

NAME: STEPHEN SMITH

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12AM	3AM	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/13/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/14/2013	10AM	4PM	1	5
FRIDAY	3/15/2013	3PM	11PM	2	6
SATURDAY	3/16/2013	10AM	11PM	6	7
SUNDAY	3/17/2013	11AM	11PM	6	6

WORKWEEK HOURS TOTAL: 39

EMPLOYEE SIGNATURE: Confidential

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PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: VERONICO CARDENA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12AM	3AM	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	3/13/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/14/2013	10AM	4PM	1	5
FRIDAY	3/15/2013	3PM	11PM	3	7
SATURDAY	3/16/2013	10AM	11PM	6.5	6.5
SUNDAY	3/17/2013	11AM	11PM	6	6

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE: [redacted]

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: DANIEL CASTRO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12AM	3AM	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	3/13/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	3/14/2013	10AM	4PM	2	4
FRIDAY	3/15/2013	3PM	11PM	3	7
SATURDAY	3/16/2013	10AM	11PM	7	6
SUNDAY	3/17/2013	11AM	11PM	6	6

WORKWEEK HOURS TOTAL: 39.5

Confidential

EMPLOYEE SIGNATURE: [redacted]

PAY: $470.00
DRAWS: $0.00
NET: $470.00

NAME: OMAR PEDRO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12AM	3AM	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	3/13/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/14/2013	10AM	4PM	1	5
FRIDAY	3/15/2013	3PM	11PM	3	7
SATURDAY	3/16/2013	10AM	11PM	6.5	6.5
SUNDAY	3/17/2013	11AM	11PM	6	6

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE: [redacted]

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: JORGE RIVAS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12AM	3AM	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/13/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/14/2013	10AM	4PM	1.5	4.5
FRIDAY	3/15/2013	3PM	11PM	2	6
SATURDAY	3/16/2013	10AM	11PM	6	7
SUNDAY	3/17/2013	11AM	11PM	6	6

WORKWEEK HOURS TOTAL: 38.5

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: GUNNAR SAGER

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12AM	3AM	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	3/13/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	3/14/2013	10AM	4PM	2	4
FRIDAY	3/15/2013	3PM	11PM	3	7
SATURDAY	3/16/2013	10AM	11PM	7	6
SUNDAY	3/17/2013	11AM	11PM	6	6

WORKWEEK HOURS TOTAL: 39.5

EMPLOYEE SIGNATURE: Confidential

PAY: $350.00
DRAWS:
NET: $350.00

NAME: AURELIO MARQUEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12AM	3AM	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	3/13/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/14/2013	10AM	4PM	2	4
FRIDAY	3/15/2013	3PM	11PM	3	5
SATURDAY	3/16/2013	10AM	11PM	6	7
SUNDAY	3/17/2013	11AM	11PM	6	6

WORKWEEK HOURS TOTAL: 37

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: ANTONIO CONTRERAS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12AM	3AM	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	3/13/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	3/14/2013	10AM	4PM	2.5	3.5
FRIDAY	3/15/2013	3PM	11PM	3	5
SATURDAY	3/16/2013	10AM	11PM	6	7
SUNDAY	3/17/2013	11AM	11PM	6	6

WORKWEEK HOURS TOTAL: 37.5

Confidential

EMPLOYEE SIGNATURE:

PAY: $425.00
DRAWS: $0.00
NET: $425.00

NAME: ANGEL SEPULVEDA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12AM	3AM	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/13/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/14/2013	10AM	4PM	1	5
FRIDAY	3/15/2013	3PM	11PM	2	6
SATURDAY	3/16/2013	10AM	11PM	6	7
SUNDAY	3/17/2013	11AM	11PM	6	6

WORKWEEK HOURS TOTAL: 39

Confidential

EMPLOYEE SIGNATURE:

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: LUIS TEJEDA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12AM	3AM	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	3/13/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/14/2013	10AM	4PM	1	5
FRIDAY	3/15/2013	3PM	11PM	3	7
SATURDAY	3/16/2013	10AM	11PM	6.5	6.5
SUNDAY	3/17/2013	11AM	11PM	6	6

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE:

Butler's Exh. 26, p. 573

PAY: $375.00
DRAWS:
NET: $375.00

NAME: GUADALUPE RODRIGUEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12AM	3AM	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/13/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/14/2013	10AM	4PM	1	5
FRIDAY	3/15/2013	3PM	11PM	2	6
SATURDAY	3/16/2013	10AM	11PM	6	7
SUNDAY	3/17/2013	11AM	11PM	6	6

WORKWEEK HOURS TOTAL: 39

EMPLOYEE SIGNATURE: Confidential

PAY: $500.00
DRAWS: $0.00
NET: $500.00

NAME: JULIO GASCA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12AM	3AM	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/13/2013	9 A.M.	5 P.M.	3	5
THURSDAY	3/14/2013	10AM	4PM	1	5
FRIDAY	3/15/2013	3PM	11PM	2	6
SATURDAY	3/16/2013	10AM	11PM	6	7
SUNDAY	3/17/2013	11AM	11PM	6	6

WORKWEEK HOURS TOTAL: 38

EMPLOYEE SIGNATURE: Confidential

PAY: $550.00
DRAWS: $0.00
NET: $550.00

NAME: ROGER HERNANDEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12AM	3AM	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	3/13/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	3/14/2013	10AM	4PM	2.5	3.5
FRIDAY	3/15/2013	3PM	11PM	3	5
SATURDAY	3/16/2013	10AM	11PM	6	7
SUNDAY	3/17/2013	11AM	11PM	6	6

WORKWEEK HOURS TOTAL: 37.5

EMPLOYEE SIGNATURE: Confidential

Butler's Exh. 26, p. 574

PAY: $375.00
DRAWS: $0.00
NET: $375.00

NAME: JAVIER HERNANDEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12AM	3AM	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/13/2013	9 A.M.	5 P.M.	3	5
THURSDAY	3/14/2013	10AM	4PM	0.5	5.5
FRIDAY	3/15/2013	3PM	11PM	3	5
SATURDAY	3/16/2013	10AM	11PM	6	7
SUNDAY	3/17/2013	11AM	11PM	6	6

WORKWEEK HOURS TOTAL: 37.5

Confidential

EMPLOYEE SIGNATURE:

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: TAYO LAMBERT

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12AM	3AM	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	3/13/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	3/14/2013	10AM	4PM	2	4
FRIDAY	3/15/2013	3PM	11PM	3	7
SATURDAY	3/16/2013	10AM	11PM	7	6
SUNDAY	3/17/2013	11AM	11PM	6	6

WORKWEEK HOURS TOTAL: 39.5

Confidential

EMPLOYEE SIGNATURE:

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: CARLOS MOTA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12AM	3AM	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/13/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/14/2013	10AM	4PM	1	5
FRIDAY	3/15/2013	3PM	11PM	2	6
SATURDAY	3/16/2013	10AM	11PM	6	7
SUNDAY	3/17/2013	11AM	11PM	6	6

WORKWEEK HOURS TOTAL: 39

Confidential

EMPLOYEE SIGNATURE:

PAY: $325.00

DRAWS: $0.00

NET: $325.00

NAME: ANGEL LOPEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12AM	3AM	0	3
TUESDAY	3/12/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/13/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/14/2013	10AM	4PM	1	5
FRIDAY	3/15/2013	3PM	11PM	2	6
SATURDAY	3/16/2013	10AM	11PM	6	7
SUNDAY	3/17/2013	11AM	11PM	6	6

WORKWEEK HOURS TOTAL: 39

Confidential

EMPLOYEE SIGNATURE:

Doubled

SUPERSTITION SPRINGS 2013

03/11/2013 - 03/17/2013

and

03/18/2013 - 03/24/2013

B

LOCATION: SUPERSTITON
WEEK ENDING: 3/24/2013 GROSS PAY: 277.60

NAME: Julie-Griffiths

SIGNATURE: Confidential

LOCATION: SUPERSTITON 13
WEEK ENDING: 3/24/2013 GROSS PAY: 315

NAME: Yvette MARTINEZ

SIGNATURE: Confidential

LOCATION: SUPERSTITON
WEEK ENDING: 3/24/2013 GROSS PAY: 284.

NAME: Sarah Jones

SIGNATURE: Confidential

LOCATION: SUPERSTITON 13
WEEK ENDING: 3/24/2013 GROSS PAY: 268

NAME: KAREN HARRIS

SIGNATURE: [redacted]

LOCATION: SUPERSTITON
WEEK ENDING: 3/24/2013 GROSS PAY: 287

NAME: ANGELA HALLOWAY

SIGNATURE: [redacted]

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: BENJAMIN CASTRO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	4 P.M.	10 P.M.	2	4
TUESDAY	3/19/2013	3 P.M.	10 P.M.	2	5
WEDNESDAY	3/20/2013	3 P.M.	10 P.M.	2	5
THURSDAY	3/21/2013	3 P.M.	10 P.M.	2	5
FRIDAY	3/22/2013	3 P.M.	10 P.M.	2	5
SATURDAY	3/23/2013	10AM	11PM	5.5	7.5
SUNDAY	3/24/2013	11AM	11PM	6	6

WORKWEEK HOURS TOTAL: [redacted] 37.5

EMPLOYEE SIGNATURE: [redacted]

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: LUIS BORJAS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	4 P.M.	10 P.M.	2	4
TUESDAY	3/19/2013	3 P.M.	10 P.M.	1	6
WEDNESDAY	3/20/2013	3 P.M.	10 P.M.	2.5	4.5
THURSDAY	3/21/2013	3 P.M.	10 P.M.	2	5
FRIDAY	3/22/2013	3 P.M.	10 P.M.	3	6
SATURDAY	3/23/2013	10AM	11PM	6	7
SUNDAY	3/24/2013	11AM	11PM	6	6

WORKWEEK HOURS TOTAL: 38.5

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $375.0
DRAWS: $0.0
NET: $375.0

NAME: MARTIN CAELA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	4 P.M.	10 P.M.	1	5
TUESDAY	3/19/2013	3 P.M.	10 P.M.	1	6
WEDNESDAY	3/20/2013	3 P.M.	10 P.M.	1.5	5.5
THURSDAY	3/21/2013	3 P.M.	10 P.M.	3.5	3.5
FRIDAY	3/22/2013	3 P.M.	10 P.M.	3	4
SATURDAY	3/23/2013	10AM	11PM	5	8
SUNDAY	3/24/2013	11AM	11PM	7	5

WORKWEEK HOURS TOTAL: 37

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $550.0
DRAWS: $0.0
NET: $550.0

NAME: ROGER HERNANDEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	4 P.M.	10 P.M.	1	5
TUESDAY	3/19/2013	3 P.M.	10 P.M.	1	6
WEDNESDAY	3/20/2013	3 P.M.	10 P.M.	1.5	5.5
THURSDAY	3/21/2013	3 P.M.	10 P.M.	3.5	3.5
FRIDAY	3/22/2013	3 P.M.	10 P.M.	4	3
SATURDAY	3/23/2013	10AM	11PM	5	8
SUNDAY	3/24/2013	11AM	11PM	7	5

WORKWEEK HOURS TOTAL: 36

EMPLOYEE SIGNATURE: Confidential [redacted]

Butler's Exh. 26, p. 580

PAY: $1,000.00
DRAWS: $0.00
NET: $1,000.00

NAME: DREW BUDIMIR

DAY	DATE	IN	OUT	BREAKS	TOTAL HOUR
MONDAY	3/18/2013	4 P.M.	10 P.M.	2	4
TUESDAY	3/19/2013	3 P.M.	10 P.M.	1	6
WEDNESDAY	3/20/2013	3 P.M.	10 P.M.	2.5	4.5
THURSDAY	3/21/2013	3 P.M.	10 P.M.	2	5
FRIDAY	3/22/2013	3 P.M.	10 P.M.	3	6
SATURDAY	3/23/2013	10AM	11PM	6	7
SUNDAY	3/24/2013	11AM	11PM	6	6

WORKWEEK HOURS TOTAL: 38.5

Confidential

EMPLOYEE SIGNATURE:

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: GUNNAR SAGER

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	4 P.M.	10 P.M.	2	4
TUESDAY	3/19/2013	3 P.M.	10 P.M.	1	6
WEDNESDAY	3/20/2013	3 P.M.	10 P.M.	1.5	5.5
THURSDAY	3/21/2013	3 P.M.	10 P.M.	3	4
FRIDAY	3/22/2013	3 P.M.	10 P.M.	3	6
SATURDAY	3/23/2013	10AM	11PM	6.5	6.5
SUNDAY	3/24/2013	11AM	11PM	6	6

WORKWEEK HOURS TOTAL: 38

Confidential

EMPLOYEE SIGNATURE:

PAY: $325.0
DRAWS:
NET: $325.0

NAME: CATHY GARY

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	4 P.M.	10 P.M.	1	5
TUESDAY	3/19/2013	3 P.M.	10 P.M.	1.5	5.5
WEDNESDAY	3/20/2013	3 P.M.	10 P.M.	2	5
THURSDAY	3/21/2013	3 P.M.	10 P.M.	2	5
FRIDAY	3/22/2013	3 P.M.	10 P.M.	3	4
SATURDAY	3/23/2013	10AM	11PM	5	8
SUNDAY	3/24/2013	11AM	11PM	7	5

WORKWEEK HOURS TOTAL: 37.5

Confidential

EMPLOYEE SIGNATURE:

Butler's Exh. 26, p. 581

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: ALEX APODACA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	4 P.M.	10 P.M.	1	5
TUESDAY	3/19/2013	3 P.M.	10 P.M.	1.5	5.5
WEDNESDAY	3/20/2013	3 P.M.	10 P.M.	2	5
THURSDAY	3/21/2013	3 P.M.	10 P.M.	2	5
FRIDAY	3/22/2013	3 P.M.	10 P.M.	3	4
SATURDAY	3/23/2013	10AM	11PM	5	8
SUNDAY	3/24/2013	11AM	11PM	7	5

WORKWEEK HOURS TOTAL: 37.5

Confidential

EMPLOYEE SIGNATURE [redacted]

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: GABRIEL BELLO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	4 P.M.	10 P.M.	2	4
TUESDAY	3/19/2013	3 P.M.	10 P.M.	1	6
WEDNESDAY	3/20/2013	3 P.M.	10 P.M.	2.5	4.5
THURSDAY	3/21/2013	3 P.M.	10 P.M.	2	5
FRIDAY	3/22/2013	3 P.M.	10 P.M.	3	6
SATURDAY	3/23/2013	10AM	11PM	6	7
SUNDAY	3/24/2013	11AM	11PM	6	6

WORKWEEK HOURS TOTAL: 38.5

Confidential

EMPLOYEE SIGNATURE: [redacted]

PAY: $500.00
DRAWS: $0.00
NET: $500.00

NAME: JULIO GASCA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	4 P.M.	10 P.M.	2	4
TUESDAY	3/19/2013	3 P.M.	10 P.M.	2	5
WEDNESDAY	3/20/2013	3 P.M.	10 P.M.	3	4
THURSDAY	3/21/2013	3 P.M.	10 P.M.	2	5
FRIDAY	3/22/2013	3 P.M.	10 P.M.	2	5
SATURDAY	3/23/2013	10AM	11PM	5.5	7.5
SUNDAY	3/24/2013	11AM	11PM	6	6

WORKWEEK HOURS TOTAL: 36.5

Confidential

EMPLOYEE SIGNATURE: [redacted]

Butler's Exh. 26, p. 582

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: VICTOR MARTINEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	4 P.M.	10 P.M.	2	4
TUESDAY	3/19/2013	3 P.M.	10 P.M.	1	6
WEDNESDAY	3/20/2013	3 P.M.	10 P.M.	1.5	5.5
THURSDAY	3/21/2013	3 P.M.	10 P.M.	3	4
FRIDAY	3/22/2013	3 P.M.	10 P.M.	3	6
SATURDAY	3/23/2013	10AM	11PM	6.5	6.5
SUNDAY	3/24/2013	11AM	11PM	6	6

WORKWEEK HOURS TOTAL: 38

Confidential

EMPLOYEE SIGNATURE:

PAY: $325.0
DRAWS: $0.0
NET: $325.0

NAME: MARLA OBRENTZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	4 P.M.	10 P.M.	1	5
TUESDAY	3/19/2013	3 P.M.	10 P.M.	1	6
WEDNESDAY	3/20/2013	3 P.M.	10 P.M.	1.5	5.5
THURSDAY	3/21/2013	3 P.M.	10 P.M.	3.5	3.5
FRIDAY	3/22/2013	3 P.M.	10 P.M.	4	3
SATURDAY	3/23/2013	10AM	11PM	5	8
SUNDAY	3/24/2013	11AM	11PM	7	5

WORKWEEK HOURS TOTAL: 36

Confidential Confidential

EMPLOYEE SIGNATURE:

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: LUIS TEJEDA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	4 P.M.	10 P.M.	2	4
TUESDAY	3/19/2013	3 P.M.	10 P.M.	1	6
WEDNESDAY	3/20/2013	3 P.M.	10 P.M.	2.5	4.5
THURSDAY	3/21/2013	3 P.M.	10 P.M.	2	5
FRIDAY	3/22/2013	3 P.M.	10 P.M.	3	6
SATURDAY	3/23/2013	10AM	11PM	6	7
SUNDAY	3/24/2013	11AM	11PM	6	6

WORKWEEK HOURS TOTAL: 38.5

Confidential

EMPLOYEE SIGNATURE:

PAY: $375.00
DRAWS: $0.00
NET: $375.00

NAME: JAVIER HERNANDEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	4 P.M.	10 P.M.	2	4
TUESDAY	3/19/2013	3 P.M.	10 P.M.	2	5
WEDNESDAY	3/20/2013	3 P.M.	10 P.M.	3	4
THURSDAY	3/21/2013	3 P.M.	10 P.M.	1.5	5.5
FRIDAY	3/22/2013	3 P.M.	10 P.M.	3	4
SATURDAY	3/23/2013	10AM	11PM	5.5	7.5
SUNDAY	3/24/2013	11AM	11PM	6	6

WORKWEEK HOURS TOTAL: 36

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: MARIANO ROA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	4 P.M.	10 P.M.	2	4
TUESDAY	3/19/2013	3 P.M.	10 P.M.	2	5
WEDNESDAY	3/20/2013	3 P.M.	10 P.M.	3	4
THURSDAY	3/21/2013	3 P.M.	10 P.M.	1.5	5.5
FRIDAY	3/22/2013	3 P.M.	10 P.M.	3	4
SATURDAY	3/23/2013	10AM	11PM	5.5	7.5
SUNDAY	3/24/2013	11AM	11PM	6	6

WORKWEEK HOURS TOTAL: 36

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $425.00
DRAWS:
NET: $425.00

NAME: ROSALINO GONZALEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	4 P.M.	10 P.M.	1	5
TUESDAY	3/19/2013	3 P.M.	10 P.M.	1	6
WEDNESDAY	3/20/2013	3 P.M.	10 P.M.	2	5
THURSDAY	3/21/2013	3 P.M.	10 P.M.	3	4
FRIDAY	3/22/2013	3 P.M.	10 P.M.	3	4
SATURDAY	3/23/2013	10AM	11PM	5	8
SUNDAY	3/24/2013	11AM	11PM	7	5

WORKWEEK HOURS TOTAL: 37

EMPLOYEE SIGNATURE: Confidential [redacted]

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PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: SYBERT SLACK

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	4 P.M.	10 P.M.	2	4
TUESDAY	3/19/2013	3 P.M.	10 P.M.	1	6
WEDNESDAY	3/20/2013	3 P.M.	10 P.M.	2.5	4.5
THURSDAY	3/21/2013	3 P.M.	10 P.M.	2	5
FRIDAY	3/22/2013	3 P.M.	10 P.M.	4.5	4.5
SATURDAY	3/23/2013	10AM	11PM	5	8
SUNDAY	3/24/2013	11AM	11PM	6	6

WORKWEEK HOURS TOTAL: 38

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: ASHLIE RUYLE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	4 P.M.	10 P.M.	1	5
TUESDAY	3/19/2013	3 P.M.	10 P.M.	1	6
WEDNESDAY	3/20/2013	3 P.M.	10 P.M.	2	5
THURSDAY	3/21/2013	3 P.M.	10 P.M.	3	4
FRIDAY	3/22/2013	3 P.M.	10 P.M.	3	4
SATURDAY	3/23/2013	10AM	11PM	5	8
SUNDAY	3/24/2013	11AM	11PM	7	5

WORKWEEK HOURS TOTAL: 37

EMPLOYEE SIGNATURE: Confidential

PAY: $375.0
DRAWS:
NET: $375.0

NAME: GUADALUPE RODRIGUEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	4 P.M.	10 P.M.	1	5
TUESDAY	3/19/2013	3 P.M.	10 P.M.	1.5	5.5
WEDNESDAY	3/20/2013	3 P.M.	10 P.M.	2	5
THURSDAY	3/21/2013	3 P.M.	10 P.M.	2	5
FRIDAY	3/22/2013	3 P.M.	10 P.M.	3	4
SATURDAY	3/23/2013	10AM	11PM	5	8
SUNDAY	3/24/2013	11AM	11PM	7	5

WORKWEEK HOURS TOTAL: 37.5

EMPLOYEE SIGNATURE: Confidential

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Butler000585

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: JORGE RIVAS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	4 P.M.	10 P.M.	1	5
TUESDAY	3/19/2013	3 P.M.	10 P.M.	1.5	5.5
WEDNESDAY	3/20/2013	3 P.M.	10 P.M.	2	5
THURSDAY	3/21/2013	3 P.M.	10 P.M.	2.5	4.5
FRIDAY	3/22/2013	3 P.M.	10 P.M.	3	4
SATURDAY	3/23/2013	10AM	11PM	5	8
SUNDAY	3/24/2013	11AM	11PM	7	5

WORKWEEK HOURS TOTAL: 37

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: APOLLOS McCOREY

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	4 P.M.	10 P.M.	2	4
TUESDAY	3/19/2013	3 P.M.	10 P.M.	2	5
WEDNESDAY	3/20/2013	3 P.M.	10 P.M.	2	5
THURSDAY	3/21/2013	3 P.M.	10 P.M.	2	5
FRIDAY	3/22/2013	3 P.M.	10 P.M.	2	5
SATURDAY	3/23/2013	10AM	11PM	5.5	7.5
SUNDAY	3/24/2013	11AM	11PM	6	6

WORKWEEK HOURS TOTAL: 37.5

EMPLOYEE SIGNATURE: Confidential

PAY: $375.00
DRAWS: $0.00
NET: $375.00

NAME: MARCOS BANDALA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	4 P.M.	10 P.M.	2	4
TUESDAY	3/19/2013	3 P.M.	10 P.M.	1	6
WEDNESDAY	3/20/2013	3 P.M.	10 P.M.	2.5	4.5
THURSDAY	3/21/2013	3 P.M.	10 P.M.	2	5
FRIDAY	3/22/2013	3 P.M.	10 P.M.	3	6
SATURDAY	3/23/2013	10AM	11PM	6	7
SUNDAY	3/24/2013	11AM	11PM	6	6

WORKWEEK HOURS TOTAL: 38.5

EMPLOYEE SIGNATURE: Confidential

Butler's Exh. 26, p. 586

PAY: $325.0(
DRAWS: $0.0(
NET: $325.0(

NAME: ANTONIO CONTRERAS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOU
MONDAY	3/18/2013	4 P.M.	10 P.M.	1	5
TUESDAY	3/19/2013	3 P.M.	10 P.M.	1	6
WEDNESDAY	3/20/2013	3 P.M.	10 P.M.	1.5	5.5
THURSDAY	3/21/2013	3 P.M.	10 P.M.	3.5	3.5
FRIDAY	3/22/2013	3 P.M.	10 P.M.	4	3
SATURDAY	3/23/2013	10AM	11PM	5	8
SUNDAY	3/24/2013	11AM	11PM	7	5

WORKWEEK HOURS TOTAL: Confidential 36

EMPLOYEE SIGNATURE: [redacted]

PAY: $350.0(
DRAWS: $0.0(
NET: $350.0(

NAME: OSCAR VASQUEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	4 P.M.	10 P.M.	1	5
TUESDAY	3/19/2013	3 P.M.	10 P.M.	1	6
WEDNESDAY	3/20/2013	3 P.M.	10 P.M.	2.5	4.5
THURSDAY	3/21/2013	3 P.M.	10 P.M.	3.5	3.5
FRIDAY	3/22/2013	3 P.M.	10 P.M.	4	3
SATURDAY	3/23/2013	10AM	11PM	5	8
SUNDAY	3/24/2013	11AM	11PM	7	5

WORKWEEK HOURS TOTAL: Confidential 35

EMPLOYEE SIGNATURE: [redacted]

PAY: $232.14
DRAWS: $120.00
NET: $112.14

NAME: THOMAS HENSON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	4 P.M.	10 P.M.	2	4
TUESDAY	3/19/2013	3 P.M.	10 P.M.	1	6
WEDNESDAY	3/20/2013	3 P.M.	10 P.M.	2.5	4.5
THURSDAY	3/21/2013	3 P.M.	10 P.M.	3	4
FRIDAY	3/22/2013	3 P.M.	10 P.M.	3.5	5.5
SATURDAY	3/23/2013	OFF	OFF	0	0
SUNDAY	3/24/2013	OFF	OFF	0	0

WORKWEEK HOURS TOTAL: Confidential 24

EMPLOYEE SIGNATURE: [redacted]

Butler's Exh. 26, p. 587

PAY: $375.0(

DRAWS:

NET: $375.0(

NAME: GERMAN ALARCON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	4 P.M.	10 P.M.	1	5
TUESDAY	3/19/2013	3 P.M.	10 P.M.	1.5	5.5
WEDNESDAY	3/20/2013	3 P.M.	10 P.M.	2.5	4.5
THURSDAY	3/21/2013	3 P.M.	10 P.M.	3.5	3.5
FRIDAY	3/22/2013	3 P.M.	10 P.M.	4	3
SATURDAY	3/23/2013	10AM	11PM	5	8
SUNDAY	3/24/2013	11AM	11PM	7	5

WORKWEEK HOURS TOTAL: 34.5

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $650.00

DRAWS: $0.00

NET: $650.00

NAME: BENNY HILL

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	4 P.M.	10 P.M.	1	5
TUESDAY	3/19/2013	3 P.M.	10 P.M.	1	6
WEDNESDAY	3/20/2013	3 P.M.	10 P.M.	2.5	4.5
THURSDAY	3/21/2013	3 P.M.	10 P.M.	3	4
FRIDAY	3/22/2013	3 P.M.	10 P.M.	4	3
SATURDAY	3/23/2013	10AM	11PM	5	8
SUNDAY	3/24/2013	11AM	11PM	7	5

WORKWEEK HOURS TOTAL: 35.5

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $325.0

DRAWS: $0.0

NET: $325.0

NAME: ANGEL LOPEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	4 P.M.	10 P.M.	1	5
TUESDAY	3/19/2013	3 P.M.	10 P.M.	1.5	5.5
WEDNESDAY	3/20/2013	3 P.M.	10 P.M.	2	5
THURSDAY	3/21/2013	3 P.M.	10 P.M.	2	5
FRIDAY	3/22/2013	3 P.M.	10 P.M.	3	4
SATURDAY	3/23/2013	10AM	11PM	5	8
SUNDAY	3/24/2013	11AM	11PM	7	5

WORKWEEK HOURS TOTAL: 37.5

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $470.00
DRAWS: $0.00
NET: $470.00

NAME: OMAR PEDRO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	4 P.M.	10 P.M.	2	4
TUESDAY	3/19/2013	3 P.M.	10 P.M.	1	6
WEDNESDAY	3/20/2013	3 P.M.	10 P.M.	2.5	4.5
THURSDAY	3/21/2013	3 P.M.	10 P.M.	2	5
FRIDAY	3/22/2013	3 P.M.	10 P.M.	3	6
SATURDAY	3/23/2013	10AM	11PM	6	7
SUNDAY	3/24/2013	11AM	11PM	6	6

WORKWEEK HOURS TOTAL: 38.5

EMPLOYEE SIGNATURE: Confidential

PAY: $325.0(
DRAWS: $0.0(
NET: $325.0(

NAME: MIGUEL HERRERA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	4 P.M.	10 P.M.	1	5
TUESDAY	3/19/2013	3 P.M.	10 P.M.	1.5	5.5
WEDNESDAY	3/20/2013	3 P.M.	10 P.M.	2	5
THURSDAY	3/21/2013	3 P.M.	10 P.M.	2.5	4.5
FRIDAY	3/22/2013	3 P.M.	10 P.M.	3	4
SATURDAY	3/23/2013	10AM	11PM	5	8
SUNDAY	3/24/2013	11AM	11PM	7	5

WORKWEEK HOURS TOTAL: 37

EMPLOYEE SIGNATURE: Confidential

PAY: $350.0
DRAWS: $0.0
NET: $350.0

NAME: EDILBERTO SANTOS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	4 P.M.	10 P.M.	1	5
TUESDAY	3/19/2013	3 P.M.	10 P.M.	1	6
WEDNESDAY	3/20/2013	3 P.M.	10 P.M.	2.5	4.5
THURSDAY	3/21/2013	3 P.M.	10 P.M.	3.5	3.5
FRIDAY	3/22/2013	3 P.M.	10 P.M.	4	3
SATURDAY	3/23/2013	10AM	11PM	5	8
SUNDAY	3/24/2013	11AM	11PM	7	5

WORKWEEK HOURS TOTAL: 35

EMPLOYEE SIGNATURE: Confidential

Butler's Exh. 26, p. 989

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: ALFONSO MENDOZA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	4 P.M.	10 P.M.	1	5
TUESDAY	3/19/2013	3 P.M.	10 P.M.	1	6
WEDNESDAY	3/20/2013	3 P.M.	10 P.M.	1.5	5.5
THURSDAY	3/21/2013	3 P.M.	10 P.M.	3.5	3.5
FRIDAY	3/22/2013	3 P.M.	10 P.M.	3	4
SATURDAY	3/23/2013	10AM	11PM	5	8
SUNDAY	3/24/2013	11AM	11PM	7	5

WORKWEEK HOURS TOTAL: 37

EMPLOYEE SIGNATURE: Confidential

PAY: $350.0
DRAWS: $0.0
NET: $350.0

NAME: JOHNNY FLORES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	4 P.M.	10 P.M.	1	5
TUESDAY	3/19/2013	3 P.M.	10 P.M.	1	6
WEDNESDAY	3/20/2013	3 P.M.	10 P.M.	2	5
THURSDAY	3/21/2013	3 P.M.	10 P.M.	3	4
FRIDAY	3/22/2013	3 P.M.	10 P.M.	3	4
SATURDAY	3/23/2013	10AM	11PM	5	8
SUNDAY	3/24/2013	11AM	11PM	7	5

WORKWEEK HOURS TOTAL: 37

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: TINA MOSHER

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	4 P.M.	10 P.M.	2	4
TUESDAY	3/19/2013	3 P.M.	10 P.M.	2	5
WEDNESDAY	3/20/2013	3 P.M.	10 P.M.	2.5	4.5
THURSDAY	3/21/2013	3 P.M.	10 P.M.	2	5
FRIDAY	3/22/2013	3 P.M.	10 P.M.	4	5
SATURDAY	3/23/2013	10AM	11PM	5	8
SUNDAY	3/24/2013	11AM	11PM	6	6

WORKWEEK HOURS TOTAL: 37.5

EMPLOYEE SIGNATURE: Confidential

PAY: $380.00
DRAWS: $0.00
NET: $380.00

NAME: JOSE GUITERREZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOUR
MONDAY	3/18/2013	4 P.M.	10 P.M.	2	4
TUESDAY	3/19/2013	3 P.M.	10 P.M.	2	5
WEDNESDAY	3/20/2013	3 P.M.	10 P.M.	2.5	5
THURSDAY	3/21/2013	9 A.M	10 P.M.	2	5
FRIDAY	3/22/2013	3 P.M.	10 P.M.	3	5
SATURDAY	3/23/2013	10AM	11PM	6	7.5
SUNDAY	3/24/2013	11AM	11PM	6	6

WORKWEEK HOURS TOTAL: 37.5

EMPLOYEE SIGNATURE: Confidential

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: TAYO LAMBERT

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	4 P.M.	10 P.M.	2	4
TUESDAY	3/19/2013	3 P.M.	10 P.M.	1	6
WEDNESDAY	3/20/2013	3 P.M.	10 P.M.	1.5	5.5
THURSDAY	3/21/2013	3 P.M.	10 P.M.	3	4
FRIDAY	3/22/2013	3 P.M.	10 P.M.	3	6
SATURDAY	3/23/2013	10AM	11PM	6.5	6.5
SUNDAY	3/24/2013	11AM	11PM	6	6

WORKWEEK HOURS TOTAL: 38

EMPLOYEE SIGNATURE: Confidential

PAY: $425.00
DRAWS: $0.00
NET: $425.00

NAME: ANGEL SEPULVEDA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	4 P.M.	10 P.M.	1	5
TUESDAY	3/19/2013	3 P.M.	10 P.M.	1.5	5.5
WEDNESDAY	3/20/2013	3 P.M.	10 P.M.	2	5
THURSDAY	3/21/2013	3 P.M.	10 P.M.	2	5
FRIDAY	3/22/2013	3 P.M.	10 P.M.	3	4
SATURDAY	3/23/2013	10AM	11PM	5	8
SUNDAY	3/24/2013	11AM	11PM	7	5

WORKWEEK HOURS TOTAL: 37.5

EMPLOYEE SIGNATURE: Confidential

Butler's Exh. 26, p. 591

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: ARMONDO MURRIETA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	4 P.M.	10 P.M.	2	4
TUESDAY	3/19/2013	3 P.M.	10 P.M.	2	5
WEDNESDAY	3/20/2013	3 P.M.	10 P.M.	1.5	5.5
THURSDAY	3/21/2013	3 P.M.	10 P.M.	1.5	5.5
FRIDAY	3/22/2013	3 P.M.	10 P.M.	3	4
SATURDAY	3/23/2013	10AM	11PM	5.5	7.5
SUNDAY	3/24/2013	11AM	11PM	6	6

WORKWEEK HOURS TOTAL: 37.5

Confidential

EMPLOYEE SIGNATURE: _____

PAY: $350.0
DRAWS: $0.0
NET: $350.0

NAME: EFRAIN ROMANO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	4 P.M.	10 P.M.	1	5
TUESDAY	3/19/2013	3 P.M.	10 P.M.	1	6
WEDNESDAY	3/20/2013	3 P.M.	10 P.M.	2.5	4.5
THURSDAY	3/21/2013	3 P.M.	10 P.M.	3	4
FRIDAY	3/22/2013	3 P.M.	10 P.M.	4	3
SATURDAY	3/23/2013	10AM	11PM	5	8
SUNDAY	3/24/2013	11AM	11PM	7	5

WORKWEEK HOURS TOTAL: 35.5

Confidential

EMPLOYEE SIGNATURE: _____

PAY: $425.00
DRAWS: $0.00
NET: $425.00

NAME: FLORENCIO OLIVA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	4 P.M.	10 P.M.	2	4
TUESDAY	3/19/2013	3 P.M.	10 P.M.	1	6
WEDNESDAY	3/20/2013	3 P.M.	10 P.M.	2.5	4.5
THURSDAY	3/21/2013	3 P.M.	10 P.M.	2	5
FRIDAY	3/22/2013	3 P.M.	10 P.M.	4	5
SATURDAY	3/23/2013	10AM	11PM	5	8
SUNDAY	3/24/2013	11AM	11PM	6	6

WORKWEEK HOURS TOTAL: 38.5

Confidential

EMPLOYEE SIGNATURE: _____

Butler Exh. 26, p. 592
Butler000592

PAY: $400.0
DRAWS: $0.0
NET: $400.0

NAME: DANIEL BARRIOS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOUR
MONDAY	3/18/2013	4 P.M.	10 P.M.	1	5
TUESDAY	3/19/2013	3 P.M.	10 P.M.	1	6
WEDNESDAY	3/20/2013	3 P.M.	10 P.M.	2	5
THURSDAY	3/21/2013	3 P.M.	10 P.M.	3	4
FRIDAY	3/22/2013	3 P.M.	10 P.M.	3	4
SATURDAY	3/23/2013	10AM	11PM	5	8
SUNDAY	3/24/2013	11AM	11PM	7	5

WORKWEEK HOURS TOTAL: 37

Confidential

EMPLOYEE SIGNATURE:

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: DANIEL CASTRO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	4 P.M.	10 P.M.	2	4
TUESDAY	3/19/2013	3 P.M.	10 P.M.	1	6
WEDNESDAY	3/20/2013	3 P.M.	10 P.M.	1.5	5.5
THURSDAY	3/21/2013	3 P.M.	10 P.M.	3	4
FRIDAY	3/22/2013	3 P.M.	10 P.M.	3	6
SATURDAY	3/23/2013	10AM	11PM	6.5	6.5
SUNDAY	3/24/2013	11AM	11PM	6	6

WORKWEEK HOURS TOTAL: 38

Confidential

EMPLOYEE SIGNATURE:

PAY: $430.00
DRAWS: $0.00
NET: $430.00

NAME: ALBERTO BENEVIDES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	4 P.M.	10 P.M.	2	4
TUESDAY	3/19/2013	3 P.M.	10 P.M.	1	6
WEDNESDAY	3/20/2013	3 P.M.	10 P.M.	2.5	4.5
THURSDAY	3/21/2013	3 P.M.	10 P.M.	2	5
FRIDAY	3/22/2013	3 P.M.	10 P.M.	4	5
SATURDAY	3/23/2013	10AM	11PM	6	7
SUNDAY	3/24/2013	11AM	11PM	6	6

WORKWEEK HOURS TOTAL: 37.5

Confidential

EMPLOYEE SIGNATURE:

AR - 2174

Butler's Exh[illegible]593

Butler000593

PAY: $350.0
DRAWS:
NET: $350.0

NAME: ERNESTO VIDAL

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	4 P.M.	10 P.M.	1	5
TUESDAY	3/19/2013	3 P.M.	10 P.M.	1	6
WEDNESDAY	3/20/2013	3 P.M.	10 P.M.	2.5	4.5
THURSDAY	3/21/2013	3 P.M.	10 P.M.	3	4
FRIDAY	3/22/2013	3 P.M.	10 P.M.	5	2
SATURDAY	3/23/2013	10AM	11PM	5	8
SUNDAY	3/24/2013	11AM	11PM	7	5

WORKWEEK HOURS TOTAL: 34.5

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: CARLOS MOTA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	4 P.M.	10 P.M.	1	5
TUESDAY	3/19/2013	3 P.M.	10 P.M.	1.5	5.5
WEDNESDAY	3/20/2013	3 P.M.	10 P.M.	2	5
THURSDAY	3/21/2013	3 P.M.	10 P.M.	2	5
FRIDAY	3/22/2013	3 P.M.	10 P.M.	3	4
SATURDAY	3/23/2013	10AM	11PM	5	8
SUNDAY	3/24/2013	11AM	11PM	7	5

WORKWEEK HOURS TOTAL: Confidential [redacted] 37.5

EMPLOYEE SIGNATURE: [redacted]

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: LUIS GRACIA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	4 P.M.	10 P.M.	2	4
TUESDAY	3/19/2013	3 P.M.	10 P.M.	1	6
WEDNESDAY	3/20/2013	3 P.M.	10 P.M.	2.5	4.5
THURSDAY	3/21/2013	3 P.M.	10 P.M.	2	5
FRIDAY	3/22/2013	3 P.M.	10 P.M.	3	6
SATURDAY	3/23/2013	10AM	11PM	6	7
SUNDAY	3/24/2013	11AM	11PM	6	6

WORKWEEK HOURS TOTAL: Confidential [redacted] 38.5

EMPLOYEE SIGNATURE: Butler's Exh [redacted] 594

Pay stubs

SOUTHLAND MALL 2013

03/11/2013 - 03/17/2013
and 03/18/2013 -
03/24/2013

M

PAYROLL= 325.00 PAY= 325.00

NAME: LUPITA GALAN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/13	OFF			
TUESDAY	2/26/13	OFF			-
WEDNESDAY	2/27/13	9:00 AM	5:00 PM		8.00
THURSDAY	2/28/13	4:00 PM	10:00 PM		6.00
FRIDAY	3/1/13	4:00 PM	10:00 PM		6.00
SATURDAY	3/2/13	NOON	10:00 PM		10.00
SUNDAY	3/3/13	NOON	10:00 PM		10.00

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE:

PAYROLL= 325.00 PAY= 325.00

NAME: IVAN GONZALES CABANAS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	2/25/13	OFF			
TUESDAY	2/26/13	OFF			
WEDNESDAY	2/27/13	9:00 AM	5:00 PM		8.00
THURSDAY	2/28/13	4:00 PM	10:00 PM		6.00
FRIDAY	3/1/13	4:00 PM	10:00 PM		6.00
SATURDAY	3/2/13	NOON	10:00 PM		10.00
SUNDAY	3/3/13	NOON	10:00 PM		10.00

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE:

PAYROLL= 380.00 PAY= 380.00

NAME: ROMAN RODRIGUEZ ADAME

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/13	OFF			
TUESDAY	3/12/13	9:00 AM	5:00 PM	1	7.00
WEDNESDAY	3/13/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	3/14/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/15/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/16/13	NOON	10:00 PM	2	8.00
SUNDAY	3/17/13	NOON	10:00 PM	2	8.00

DRAWS= SAVINGS=

UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE:

PAYROLL= 380.00 PAY=

NAME: TITO TRIANO ALVAREZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/13	OFF			
TUESDAY	3/12/13	9:00 AM	5:00 PM	1	7.00
WEDNESDAY	3/13/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	3/14/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/15/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/16/13	NOON	10:00 PM	2	8.00
SUNDAY	3/17/13	NOON	10:00 PM	2	8.00

DRAWS= 80.00 SAVINGS=

UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE:

PAYROLL= 380.00

PAY= 380.00

NAME: ARMONDO APOLINAR

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/13	OFF			
TUESDAY	3/12/13	9:00 AM	5:00 PM	1	7.00
WEDNESDAY	3/13/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	3/14/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/15/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/16/13	NOON	10:00 PM	2	8.00
SUNDAY	3/17/13	NOON	10:00 PM	2	8.00

DRAWS= SAVINGS=

UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

Confidential Confidential

EMPLOYEE SIGNATURE

PAYROLL= 300.00

PAY= 300.00

NAME: JESSE BOGUE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/13	OFF			
TUESDAY	3/12/13	9:00 AM	5:00 PM	1	7.00
WEDNESDAY	3/13/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	3/14/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/15/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/16/13	NOON	10:00 PM	2	8.00
SUNDAY	3/17/13	NOON	10:00 PM	2	8.00

DRAWS= SAVINGS=

UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 162.00

NAME: **ROSEMARY BROWN**

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/13				
TUESDAY	3/12/13				
WEDNESDAY	3/13/13				
THURSDAY	3/14/13				
FRIDAY	3/15/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/16/13	NOON	10:00 PM	2	8.00
SUNDAY	3/17/13	NOON	10:00 PM	2	8.00

DRAWS= _____ SAVINGS= _____

UNIFORMS= _____ RENT= _____

WORKWEEK HOURS TOTAL: 21

EMPLOYEE SIGNATURE [redacted] Confidential

PAYROLL= 325.00 PAY= 325.00

NAME: **ROBERTO CATALINA**

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/13	OFF			
TUESDAY	3/12/13	9:00 AM	5:00 PM	1	7.00
WEDNESDAY	3/13/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	3/14/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/15/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/16/13	NOON	10:00 PM	2	8.00
SUNDAY	3/17/13	NOON	10:00 PM	2	8.00

DRAWS= _____ SAVINGS= _____

UNIFORMS= _____ RENT= _____

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE [redacted] Confidential

PAYROLL= 355.00 PAY= 355.00

NAME: ROSENDO ORTIZ CERVANTES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/13	OFF			
TUESDAY	3/12/13	9:00 AM	5:00 PM	1	7.00
WEDNESDAY	3/13/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	3/14/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/15/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/16/13	NOON	10:00 PM	2	8.00
SUNDAY	3/17/13	NOON	10:00 PM	2	8.00

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 450.00 PAY= 450.00

NAME: JODI CHESSER

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/13	OFF			
TUESDAY	3/12/13	9:00 AM	5:00 PM	1	7.00
WEDNESDAY	3/13/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	3/14/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/15/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/16/13	NOON	10:00 PM	2	8.00
SUNDAY	3/17/13	NOON	10:00 PM	2	8.00

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 163.00 PAY= 113.00

NAME: JOSEPH CHESSER

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/13	OFF			
TUESDAY	3/12/13	OFF			
WEDNESDAY	3/13/13	9:00 AM	2:00 AM	1	4.00
THURSDAY	3/14/13	4:00 PM	9:00PM	1	4.00
FRIDAY	3/15/13	4:00 PM	9:00PM	1	4.00
SATURDAY	3/16/13	5:00 PM	9:00PM	2	4.00
SUNDAY	3/17/13	6:00 PM	9:00PM	2	4.00

DRAWS= SAVINGS=
UNIFORMS= RENT= 50.00

WORKWEEK HOURS TOTAL: 20

EMPLOYEE SIGNATURE: [redacted] Confidential

PAYROLL= 350.00 PAY= 350.00

NAME: INEZ APODACA COLIO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/13	OFF			
TUESDAY	3/12/13	9:00 AM	5:00 PM	1	7.00
WEDNESDAY	3/13/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	3/14/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/15/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/16/13	NOON	10:00 PM	2	8.00
SUNDAY	3/17/13	NOON	10:00 PM	2	8.00

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE:

PAYROLL= 325.00 PAY= 325.00

NAME: MICHAEL COMERFORD

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/13	OFF			
TUESDAY	3/12/13	9:00 AM	5:00 PM	1	7.00
WEDNESDAY	3/13/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	3/14/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/15/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/16/13	NOON	10:00 PM	2	8.00
SUNDAY	3/17/13	NOON	10:00 PM	2	8.00

DRAWS= - SAVINGS=
UNIFORMS= RENT= -

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE: Confidential

PAYROLL= 325.00 PAY= 195.00

NAME: ROOSEVELT CONLEY

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/13	OFF			
TUESDAY	3/12/13	9:00 AM	5:00 PM	1	7.00
WEDNESDAY	3/13/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	3/14/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/15/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/16/13	NOON	10:00 PM	2	8.00
SUNDAY	3/17/13	NOON	10:00 PM	2	8.00

DRAWS= 80.00 SAVINGS=
UNIFORMS= RENT= 50.00

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE: Confidential

PAYROLL= 325.00 PAY= 325.00

NAME: Valentina Cortes

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/13	OFF			
TUESDAY	3/12/13	9:00 AM	5:00 PM	1	7.00
WEDNESDAY	3/13/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	3/14/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/15/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/16/13	NOON	10:00 PM	2	8.00
SUNDAY	3/17/13	NOON	10:00 PM	2	8.00

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE: Confidential

PAYROLL= 325.00 PAY= 300.00

NAME: HARVEY DONALDSON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/13	OFF			
TUESDAY	3/12/13	9:00 AM	5:00 PM	1	7.00
WEDNESDAY	3/13/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	3/14/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/15/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/16/13	NOON	10:00 PM	2	8.00
SUNDAY	3/17/13	NOON	10:00 PM	2	8.00

DRAWS= - SAVINGS=
UNIFORMS= - RENT= 25.00

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE: Confidential

PAYROLL= 380.00 PAY= 380.00

NAME: JORGE ARMONDO CAVRANZA FLORES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/13	OFF			
TUESDAY	3/12/13	9:00 AM	5:00 PM	1	7.00
WEDNESDAY	3/13/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	3/14/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/15/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/16/13	NOON	10:00 PM	2	8.00
SUNDAY	3/17/13	NOON	10:00 PM	2	8.00

DRAWS= SAVINGS

UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE:

PAYROLL= 350.00 PAY= 350.00

NAME: MARCO ANTONIO SCANDON FRIAS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/13	OFF			
TUESDAY	3/12/13	9:00 AM	5:00 PM	1	7.00
WEDNESDAY	3/13/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	3/14/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/15/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/16/13	NOON	10:00 PM	2	8.00
SUNDAY	3/17/13	NOON	10:00 PM	2	8.00

DRAWS= SAVINGS=

UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE: Confidential

PAYROLL= 325.00 PAY= 325.00

NAME: RUDOLFO ALVAREZ GARCIA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/13	OFF			
TUESDAY	3/12/13	9:00 AM	5:00 PM	1	7.00
WEDNESDAY	3/13/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	3/14/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/15/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/16/13	NOON	10:00 PM	2	8.00
SUNDAY	3/17/13	NOON	10:00 PM	2	8.00

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

Confidential [redacted]

EMPLOYEE SIGNATURE

PAYROLL= 470.00 PAY= 470.00

NAME: SALVADOR ALVAREZ GARCIA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/13	OFF			7.00
TUESDAY	3/12/13	9:00 AM	5:00 PM	1	7.00
WEDNESDAY	3/13/13	9:00 AM	5:00 PM	1	5.00
THURSDAY	3/14/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/15/13	4:00 PM	10:00 PM	1	8.00
SATURDAY	3/16/13	NOON	10:00 PM	2	8.00
SUNDAY	3/17/13	NOON	10:00 PM	2	

DRAWS= SAVINGS=
ID= RENT=

WORKWEEK HOURS TOTAL: 40

Confidential [redacted]

EMPLOYEE SIGNATURE

PAYROLL= 162.00 PAY= 162.00

NAME: JEROME HENRY

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY					
TUESDAY					
WEDNESDAY					
THURSDAY					
FRIDAY	3/15/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/16/13	NOON	11:00 PM	4	7.00
SUNDAY	3/17/13	NOON	12:00 PM	4	8.00

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 20

EMPLOYEE SIGNATURE

[redacted] Confidential

PAYROLL= 380.00 PAY= 380.00

NAME: JULIAN GARCIA HERNANDEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/13	OFF			
TUESDAY	3/12/13	9:00 AM	5:00 PM	1	7.00
WEDNESDAY	3/13/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	3/14/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/15/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/16/13	NOON	10:00 PM	2	8.00
SUNDAY	3/17/13	NOON	10:00 PM	2	8.00

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE

[redacted] Confidential

L= 350.00 PAY= 350.00

NAME: ISABEL MARIA GUERRA HERNANDEZ

AY	DATE	IN	OUT	BREAKS	TOTAL HOURS
AY	3/11/13	OFF			
AY	3/12/13	9:00 AM	5:00 PM	1	7.00
AY	3/13/13	9:00 AM	5:00 PM	1	7.00
AY	3/14/13	4:00 PM	10:00 PM	1	5.00
AY	3/15/13	4:00 PM	10:00 PM	1	5.00
AY	3/16/13	NOON	10:00 PM	2	8.00
AY	3/17/13	NOON	10:00 PM	2	8.00

S= SAVINGS=
S= RENT=

WORKWEEK HOURS TOTAL: 40

Confidential

RE

PAYROLL= 420.00 PAY= 370.00

NAME: ALBERTO LUIS SANCHEZ LOPEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/13	OFF			
TUESDAY	3/12/13	9:00 AM	5:00 PM	1	7.00
WEDNESDAY	3/13/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	3/14/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/15/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/16/13	NOON	10:00 PM	2	8.00
SUNDAY	3/17/13	NOON	10:00 PM	2	8.00

DRAWS= TICKET= 50.00
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE: Confidential

AYROLL= 350.00 PAY= 310.00

NAME: PEDRO HERRERA LOZANO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/13	OFF			
TUESDAY	3/12/13	9:00 AM	5:00 PM	1	7.00
WEDNESDAY	3/13/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	3/14/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/15/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/16/13	NOON	10:00 PM	2	8.00
SUNDAY	3/17/13	NOON	10:00 PM	2	8.00

DRAWS= 40.00 SAVINGS= _____
UNIFORMS= _____ RENT= _____

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGN [redacted]

PAYROLL= 350.00 PAY= 350.00

NAME: MIGUEL ANGEL ALARCON NOLASCO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/13	OFF			
TUESDAY	3/12/13	9:00 AM	5:00 PM	1	7.00
WEDNESDAY	3/13/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	3/14/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/15/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/16/13	NOON	10:00 PM	2	8.00
SUNDAY	3/17/13	NOON	10:00 PM	2	8.00

DRAWS= _____ SAVINGS= _____
UNIFORMS= _____ RENT= _____

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE [redacted]

PAYROLL= 300.00 PAY= 300.00

NAME: RICHARD LEE NORWOOD

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/13	OFF			
TUESDAY	3/12/13	9:00 AM	5:00 PM	1	7.00
WEDNESDAY	3/13/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	3/14/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/15/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/16/13	NOON	10:00 PM	2	8.00
SUNDAY	3/17/13	NOON	10:00 PM	2	8.00

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 350.00 PAY= 350.00

NAME: AMANCIO GONZALES ROJAS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/13	OFF			
TUESDAY	3/12/13	9:00 AM	5:00 PM	1	7.00
WEDNESDAY	3/13/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	3/14/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/15/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/16/13	NOON	10:00 PM	2	8.00
SUNDAY	3/17/13	NOON	10:00 PM	2	8.00

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 300.00 PAY= 300.00

NAME: ED TRASLEVINA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/13	OFF			
TUESDAY	3/12/13	9:00 AM	5:00 PM	1	7.00
WEDNESDAY	3/13/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	3/14/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/15/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/16/13	NOON	10:00 PM	2	8.00
SUNDAY	3/17/13	NOON	10:00 PM	2	8.00

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 350.00 PAY= 310.00

NAME: FAUSTINO ABURTO SEDANO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/13	OFF			
TUESDAY	3/12/13	9:00 AM	5:00 PM	1	7.00
WEDNESDAY	3/13/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	3/14/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/15/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/16/13	NOON	10:00 PM	2	8.00
SUNDAY	3/17/13	NOON	10:00 PM	2	8.00

DRAWS= 40.00 SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 325.00 PAY= 195.00

NAME: JESUS VERDUGO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/13	OFF			
TUESDAY	3/12/13	9:00 AM	5:00 PM	1	7.00
WEDNESDAY	3/13/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	3/14/13	4:00 PM	10:00 PM	1	5.00
FRIDAY	3/15/13	4:00 PM	10:00 PM	1	5.00
SATURDAY	3/16/13	NOON	10:00 PM	2	8.00
SUNDAY	3/17/13	NOON	10:00 PM	2	8.00

DRAWS= 80.00 SAVINGS=
UNIFORMS= RENT= 50.00

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE

Confidential

L= 300.00 PAY= 300.00

:: PATTY WEST

AY	DATE	IN	OUT	BREAKS	TOTAL HOURS
\Y	3/11/13	OFF			
\Y	3/12/13	9:00 AM	5:00 PM	1	7.00
\Y	3/13/13	9:00 AM	5:00 PM	1	7.00
\Y	3/14/13	4:00 PM	10:00 PM	1	5.00
\Y	3/15/13	4:00 PM	10:00 PM	1	5.00
\Y	3/16/13	NOON	10:00 PM	2	8.00
\Y	3/17/13	NOON	10:00 PM	2	8.00

S= SAVINGS=
S= RENT=

WORKWEEK HOURS TOTAL: 40

IRE

Confidential

SOUTHLAND MALL, HAYWARD
MARCH 15-19, 2013

JUDY JOYCE

DAY	HOURS	DRAWS	RENT	OVER/SHORT
CARRY FROM LAST WEEK				
FRIDAY	5.00		50.00	1.00
SATURDAY	9.75			-47.00
SUNDAY	9.25			
MONDAY	3.25			
TUESDAY	3.00			
TOTALS	30.25		50.00	-46.00

GROSS	258.64
DRAWS	
RENT/MISC	50.00
OVER/SHORT	-46.00
NET PAY	162.64

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SOUTHLAND MALL, HAYWARD
MARCH 15-19, 2013

TAMMY CUETO

DAY	HOURS	DRAWS	MISC. CHGS.	OVER/SHORT
CARRY FROM LAST WEEK				
FRIDAY	5.00			
SATURDAY	9.75			
SUNDAY	9.25			
MONDAY	4.00			
TUESDAY	3.00			
TOTALS	31.00			

GROSS	265.05
DRAWS	
RENT/MISC	
OVER/SHORT	

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SOUTHLAND MALL, HAYWARD
MARCH 15-19, 2013

RHONDA FLEMING

DAY	HOURS	DRAWS	MISC. CHGS.	OVER/SHORT
CARRY FROM LAST WEEK	1.50	40.00	10.00	
FRIDAY	5.00		25.00	-11.00
SATURDAY	8.75	40.00		
SUNDAY	8.25			-17.00
MONDAY	4.00			
TUESDAY	3.00			
TOTALS	30.50	80.00	35.00	-28.00

GROSS	260.78
DRAWS	80.00
RENT/MISC	35.00
OVER/SHORT	-28.00
NET PAY	145.78

RECEIVED BY [redacted] Confidential

BUTLER AMUSEMENTS, INC.
SOUTHLAND MALL, HAYWARD
MARCH 15-19, 2013

	GROSS	NET
JUDY JOYCE	258.64	162.64
RHONDA FLEMING	260.78	145.78
TAMMY CUETO	265.05	265.05
NAME		
TOTALS	784.46	573.46

SOUTHLAND MALL	MARCH 4-10, 2013	RIDE	BASE PAY	EXTRA PAY	THIS WEEK	DRAWS	UNIFORMS	SAVINGS	RENT	ID	TOTAL DED	NET PAY
ACKERMAN	RANDAL	DRIVER	400.00		-						-	-
ADAME	ROMAN, RODRIGUEZ	GIANT WHEEL	380.00		380.00						-	380.00
ALVAREZ	TITO, TRIANO	1001	380.00		380.00	80.00					80.00	300.00
ANDERSON	MICHAEL	KID RIDES	325.00		-				-	M	-	-
APODACA	ZOSIMO, COLIO	TILT	350.00		-						-	-
APODACA	VICTOR, VASQUEZ	RING	350.00	30.00	380.00						-	380.00
APODACA	JUAN CARLOS, VASQUEZ	GRAVITRON	350.00		350.00						-	350.00
APOLINAR	ARMONDO BARRIOS	SUPER SHOT	380.00		380.00						-	380.00
ARELLANO	ALEX, LOPEZ	GRAVITRON	350.00		-						-	-
BOGUE	JESSE	OFFICE	300.00		300.00						-	300.00
BROWN	ROSEMARY	SLIDE	325.00	(163.00)	162.00						-	162.00
CABANAS	IVAN GONZALES		325.00		325.00							325.00
CATALINA	ROBERTO JUAREZ	GIANT WHEEL	325.00	0.00	325.00						-	325.00
CARDENA	MATEO,GARCIA	BEARS/BREAKER	350.00		-						-	-
CERVANTES	ROSENDO, ORTIZ	WORM	325.00	30.00	355.00						-	355.00
CHESSER	JUDITH	OFFICE	450.00		450.00						-	450.00
CHESSER	JOSEPH	CYCLONE	325.00	(162.00)	163.00				50.00	B	50.00	113.00
CHESSER	CHRISTOPHER	ZIPPER	350.00		-			-	-	B	-	-
COLIO	INES, APODACA	JUMP AROUND	350.00		350.00						-	350.00
COMERFORD	MICHAEL	SLIDE	325.00	0.00	325.00						-	325.00
CONLEY	ROOSEVELT	AMERICANA	325.00		325.00	80.00			50.00	D	130.00	195.00
CORTES	VALENTINA HERNANDEZ	MARDI GRAS	325.00		325.00						-	325.00
DONALDSON	HARVEY	LOLLIES	325.00		325.00				25.00	B	25.00	300.00
EASLY	ROBERT	DRIVER	425.00	0.00	425.00						-	425.00
FLORES	JORGE, ARMONDO CARRANZA	GIANT WHEEL	350.00	30.00	380.00						-	380.00
FLORES	EDGAR, OSVALDO CARRANZA	DRIVER/EAGLE 16	380.00	40.00	-						-	-
FRIAS	MARCO, ANTONIO SCANDON	YO YO	350.00		350.00						-	350.00
GARCIA	RODOLFO, ALVAREZ	GIANT WHEEL	325.00	0.00	325.00						-	325.00
GARCIA	SALVADOR, ALVAREZ	DRIVER/SUPERVISOR	430.00	40.00	470.00						-	470.00
GUZMAN	RAUL	VOYAGER	325.00	40.00	-				-	D	-	-
HALL	JERRY	SHOP/DRIVER	500.00		-			-			-	-
HENRY	JEROME	SLIDE	325.00	0.00	162.00						-	162.00
HERNANDEZ	JULIAN, GARCIA	WORM	380.00		380.00						-	380.00
HERNANDEZ	MARIA, ISABEL GUERRA	CORVETTES	350.00		350.00						-	350.00
HOLMES	JOHN	CLIFF HANGER	325.00	(108.00)	-				-	D	-	-
JONES	DAVID		325.00	(216.00)	-							
LOPEZ	ALBERTO, LUIS SANCHEZ	DRIVER/GIANT WHEEL	350.00	70.00	420.00			50.00			50.00	370.00
LOVE	DAVID	DRIVER	450.00	0.00	-						-	-
LOZANO	PEDRO HERRERA	TILT	350.00		350.00	40.00					40.00	310.00
MCARTER	DEAN	OFFICE	300.00		-						-	-
MONTALVO	ISMAEL, VIVANCO	DRIVER/FOOD	300.00		300.00						-	300.00
NEMEYER	DON	DRIVER	425.00		-			-			-	-
NOLASCO	MIGUEL, ANGEL ALARCON	MARDI GRAS	350.00		350.00						-	350.00
NORWOOD	RICHARD, LEE	OFFICE	300.00		300.00						-	300.00
OLIVA	ISIDRO, MORALES	ENERGY STORM	350.00		-						-	-
PAREDES	JUAN CARLOS FERNANDEZ	INDIO	505.00		-						-	-
PENA	JORGE, AGUILAR	DRIVER/YO YO	500.00		-						-	-
REYES	ROBERT	DRIVER	500.00	(167.00)	-						-	-
RITSCH	DAMIEN	DRIVER	400.00	(200.00)	-						-	-
RODRIGUEZ	JAVIER, CARBALLO	1001	325.00		-						-	-
ROJAS	AMANCIO, GONZALES	CLIFF HANGER	350.00		350.00						-	350.00
ROMERO	ANTONIO GARCIA	SUPER SHOT	365.00		-						-	-
SALVADOR	PRIMITIVO, MATEO	ENERGY STORM	350.00	30.00	-						-	-
SALVADOR	JAVIER HERNANDEZ	AMERICANA	350.00		-						-	-
SEDANO	FAUSTINO, ABURTO	BEARS/BREAKER	350.00		350.00	40.00					40.00	310.00
SERVICE	JASON	SLIDE	325.00		-				-	D	-	-
SHAFFER	SALLY	OFFICE	300.00		-						-	-
SHINABERY	STEVEN, MATT	EAGLE 16	350.00	40.00	-				-	D	-	-
SPEARS	ERRICE		325.00	(216.00)	-						-	-
TORRENCE	HUEY	RING	350.00		-			-			-	-
TRASLEVINA	ED	SHOP/DRIVER	300.00		300.00						-	300.00
VASQUEZ	DAVID	SANITATION/DRIVER	350.00	40.00	-			-	-	M	-	-
VASQUEZ	ASCENCION, ALEJO	AMERICANA	365.00		-						-	-
VERDUGO SR	JESUS	SHREK	325.00		325.00	80.00			50.00	B	130.00	195.00
WEST	PATTY	OFFICE	300.00		300.00						-	300.00
GALAN	LUPITA		325.00		325.00							325.00
		TOTALS			12,112.00	320.00		50.00	175.00		545.00	11,567.00
											SAVINGS=	50.00
											RENT=	175.00
												11,792.00

Penguin

SOUTHLAND MALL 2013

03/11/2013 - 03/17/2013
and 03/18/2013 -
03/24/2013

M

PAYROLL= 380.00 PAY= 380.00

NAME: ROMAN RODRIGUEZ ADAME

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/13	5:00 PM	10:00 PM	1	4.00
TUESDAY	3/19/13	OFF			
WEDNESDAY	3/20/13	5:00 PM	10:00 PM	1	4.00
THURSDAY	3/21/13	5:00 PM	10:00 PM	1	4.00
FRIDAY	3/22/13	5:00 PM	10:00 PM	1	5.00
SATURDAY	3/23/13	NOON	10:00 PM	4	6.00
SUNDAY	3/24/13	NOON	10:00 PM	4	6.00

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 29

Confidential

EMPLOYEE SIGNATURE:

PAYROLL= 380.00 PAY= 380.00

NAME: TITO TRIANO ALVAREZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/13	5:00 PM	10:00 PM	1	4.(
TUESDAY	3/19/13	OFF			
WEDNESDAY	3/20/13	5:00 PM	10:00 PM	1	
THURSDAY	3/21/13	5:00 PM	10:00 PM	1	
FRIDAY	3/22/13	5:00 PM	10:00 PM	1	5.(
SATURDAY	3/23/13	NOON	10:00 PM	4	6.(
SUNDAY	3/24/13	NOON	10:00 PM	4	6.(

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 29

Confidential

EMPLOYEE SIGNATUR

PAYROLL= 380.00 PAY= 380.00

NAME: VICTOR VASQUEZ APODACA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/13	5:00 PM	10:00 PM	1	4.00
TUESDAY	3/19/13	OFF			
WEDNESDAY	3/20/13	5:00 PM	10:00 PM	1	4.00
THURSDAY	3/21/13	5:00 PM	10:00 PM	1	4.00
FRIDAY	3/22/13	5:00 PM	10:00 PM	1	5.00
SATURDAY	3/23/13	NOON	10:00 PM	4	6.00
SUNDAY	3/24/13	NOON	10:00 PM	4	

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 29

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 350.00 PAY= 350.00

NAME: JUAN CARLOS VASQUEZ APODACA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/13	5:00 PM	10:00 PM	1	4.0
TUESDAY	3/19/13	OFF			
WEDNESDAY	3/20/13	5:00 PM	10:00 PM	1	4.0
THURSDAY	3/21/13	5:00 PM	10:00 PM	1	4.0
FRIDAY	3/22/13	5:00 PM	10:00 PM	1	5.0
SATURDAY	3/23/13	NOON	10:00 PM	4	6.0
SUNDAY	3/24/13	NOON	10:00 PM	4	6.0

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 29

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 380.00 PAY= 380.0(

NAME: ARMONDO BARRIOS APOLINAR

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/13	5:00 PM	10:00 PM	1	4.
TUESDAY	3/19/13	OFF			
WEDNESDAY	3/20/13	5:00 PM	10:00 PM	1	4.
THURSDAY	3/21/13	5:00 PM	10:00 PM	1	4.
FRIDAY	3/22/13	5:00 PM	10:00 PM	1	5.
SATURDAY	3/23/13	NOON	10:00 PM	4	6.
SUNDAY	3/24/13	NOON	10:00 PM	4	6.

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 29

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 300.00 PAY= 300.00

NAME: JESSE BOGUE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/13	5:00 PM	10:00 PM	1	4.0(
TUESDAY	3/19/13	OFF			
WEDNESDAY	3/20/13	5:00 PM	10:00 PM	1	4.0(
THURSDAY	3/21/13	5:00 PM	10:00 PM	1	4.0(
FRIDAY	3/22/13	5:00 PM	10:00 PM	1	5.0(
SATURDAY	3/23/13	NOON	10:00 PM	4	6.0(
SUNDAY	3/24/13	NOON	10:00 PM	4	6.00

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 29

Confidential

EMPLOYEE SIGNATURE B 26, p. 618

Butler000618

PAYROLL= 325.00 PAY= 325.00

NAME: ROSEMARY BROWN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/13	5:00 PM	10:00 PM	1	
TUESDAY	3/19/13	OFF			4.00
WEDNESDAY	3/20/13	5:00 PM	10:00 PM	1	4.00
THURSDAY	3/21/13	5:00 PM	10:00 PM	1	5.00
FRIDAY	3/22/13	5:00 PM	10:00 PM	1	6.00
SATURDAY	3/23/13	NOON	10:00 PM	4	6.00
SUNDAY	3/24/13	NOON	10:00 PM	4	

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE Confidential

PAYROLL= 355.00 PAY= 355.00

NAME: IVAN GONZALES CABANAS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/13	5:00 PM	10:00 PM	1	4.00
TUESDAY	3/19/13	OFF			
WEDNESDAY	3/20/13	5:00 PM	10:00 PM	1	
THURSDAY	3/21/13	5:00 PM	10:00 PM	1	
FRIDAY	3/22/13	5:00 PM	10:00 PM	1	5.00
SATURDAY	3/23/13	NOON	10:00 PM	4	6.00
SUNDAY	3/24/13	NOON	10:00 PM	4	6.00

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE Confidential

PAYROLL= 355.00 PAY= 355.00

NAME: ROBERTO JUAREZ CATALINA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/13	5:00 PM	10:00 PM	1	4.00
TUESDAY	3/19/13	OFF			
WEDNESDAY	3/20/13	5:00 PM	10:00 PM	1	4.00
THURSDAY	3/21/13	5:00 PM	10:00 PM	1	4.00
FRIDAY	3/22/13	5:00 PM	10:00 PM	1	5.00
SATURDAY	3/23/13	NOON	10:00 PM	4	
SUNDAY	3/24/13	NOON	10:00 PM	4	

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE Confidential

PAYROLL= 355.00 PAY= 355.00

NAME: ROSENDO ORTIZ CERVANTES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/13	5:00 PM	10:00 PM	1	4.00
TUESDAY	3/19/13	OFF			
WEDNESDAY	3/20/13	5:00 PM	10:00 PM	1	4.00
THURSDAY	3/21/13	5:00 PM	10:00 PM	1	4.00
FRIDAY	3/22/13	5:00 PM	10:00 PM	1	5.00
SATURDAY	3/23/13	NOON	10:00 PM	4	6.00
SUNDAY	3/24/13	NOON	10:00 PM	4	6.00

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 29

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 450.00 PAY= 450.00

NAME: JUDITH CHESSER

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/13	5:00 PM	10:00 PM	1	4.00
TUESDAY	3/19/13	OFF			
WEDNESDAY	3/20/13	5:00 PM	10:00 PM	1	4.00
THURSDAY	3/21/13	5:00 PM	10:00 PM	1	4.00
FRIDAY	3/22/13	5:00 PM	10:00 PM	1	5.00
SATURDAY	3/23/13	NOON	10:00 PM	4	6.00
SUNDAY	3/24/13	NOON	10:00 PM	4	6.00

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE Confidential

PAYROLL= 163.00 PAY= 113.00

NAME: JOSEPH CHESSER

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/13	5:00 PM	10:00 PM	1	4.00
TUESDAY	3/19/13	OFF			
WEDNESDAY	3/20/13	5:00 PM	10:00 PM	1	4.00
THURSDAY	3/21/13	5:00 PM	10:00 PM	1	4.00
FRIDAY	3/22/13	5:00 PM	10:00 PM	1	5.00
SATURDAY	3/23/13	NOON	10:00 PM	4	6.00
SUNDAY	3/24/13	NOON	10:00 PM	4	6.00

DRAWS= SAVINGS=
UNIFORMS= RENT= 50.00

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE Confidential 620

Butler000620

PAYROLL= 350.00 PAY= 350.00

NAME: INES APODACA COLIO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/13	5:00 PM	10:00 PM	1	4.0
TUESDAY	3/19/13	OFF			
WEDNESDAY	3/20/13	5:00 PM	10:00 PM	1	4.0
THURSDAY	3/21/13	5:00 PM	10:00 PM	1	4.0
FRIDAY	3/22/13	5:00 PM	10:00 PM	1	5.0
SATURDAY	3/23/13	NOON	10:00 PM	4	6.0
SUNDAY	3/24/13	NOON	10:00 PM	4	6.0

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE [redacted] Confidential

PAYROLL= 325.00 PAY= 275.00

NAME: MICHAEL COMEFORD

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/13	5:00 PM	10:00 PM	1	4.00
TUESDAY	3/19/13	OFF			
WEDNESDAY	3/20/13	5:00 PM	10:00 PM	1	
THURSDAY	3/21/13	5:00 PM	10:00 PM	1	
FRIDAY	3/22/13	5:00 PM	10:00 PM	1	5.00
SATURDAY	3/23/13	NOON	10:00 PM	4	6.00
SUNDAY	3/24/13	NOON	10:00 PM	4	6.00

DRAWS= SAVINGS=
UNIFORMS= RENT= 50.00

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE [redacted] Confidential

PAYROLL= 325.00 PAY= 195.00

NAME: ROOSEVELT CONLEY

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/13	5:00 PM	10:00 PM	1	4.00
TUESDAY	3/19/13	OFF			
WEDNESDAY	3/20/13	5:00 PM	10:00 PM	1	4.00
THURSDAY	3/21/13	5:00 PM	10:00 PM	1	4.00
FRIDAY	3/22/13	5:00 PM	10:00 PM	1	5.00
SATURDAY	3/23/13	NOON	10:00 PM	4	6.00
SUNDAY	3/24/13	NOON	10:00 PM	4	6.00

DRAWS= 80.00 SAVINGS=
UNIFORMS= RENT= 50.00

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE [redacted] Confidential

Butler's [redacted] 21

PAYROLL= 325.00 PAY= 325.00

NAME: VALENTINA HERNANDEZ CORTES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/13	5:00 PM	10:00 PM	1	4.00
TUESDAY	3/19/13	OFF			
WEDNESDAY	3/20/13	5:00 PM	10:00 PM	1	4.00
THURSDAY	3/21/13	5:00 PM	10:00 PM	1	4.00
FRIDAY	3/22/13	5:00 PM	10:00 PM	1	5.00
SATURDAY	3/23/13	NOON	10:00 PM	4	6.00
SUNDAY	3/24/13	NOON	10:00 PM	4	6.00

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE [redacted] Confidential

PAYROLL= 325.00 PAY= 100.00

NAME: HARVEY DONALDSON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/13	5:00 PM	10:00 PM	1	4.00
TUESDAY	3/19/13	OFF			
WEDNESDAY	3/20/13	5:00 PM	10:00 PM	1	4.00
THURSDAY	3/21/13	5:00 PM	10:00 PM	1	4.00
FRIDAY	3/22/13	5:00 PM	10:00 PM	1	5.00
SATURDAY	3/23/13	NOON	10:00 PM	4	6.00
SUNDAY	3/24/13	NOON	10:00 PM	4	6.00

DRAWS= SAVINGS= 200.00
UNIFORMS= RENT= 25.00

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE [redacted] Confidential

PAYROLL= 380.00 PAY= 380.00

NAME: JORGE ARMONDO CARRANZA FLORES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/13	5:00 PM	10:00 PM	1	4.00
TUESDAY	3/19/13	OFF			
WEDNESDAY	3/20/13	5:00 PM	10:00 PM	1	4.00
THURSDAY	3/21/13	5:00 PM	10:00 PM	1	5.00
FRIDAY	3/22/13	5:00 PM	10:00 PM	4	6.00
SATURDAY	3/23/13	NOON	10:00 PM	4	6.00
SUNDAY	3/24/13	NOON	10:00 PM		

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE [redacted] Confidential

Butler's Exh. 26, p. 622

PAYROLL= 350.00 PAY= 350.00

NAME: MARCO ANTONIO SCANDON FRIAS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/13	5:00 PM	10:00 PM	1	4.00
TUESDAY	3/19/13	OFF			
WEDNESDAY	3/20/13	5:00 PM	10:00 PM	1	4.00
THURSDAY	3/21/13	5:00 PM	10:00 PM	1	4.00
FRIDAY	3/22/13	5:00 PM	10:00 PM	1	5.00
SATURDAY	3/23/13	NOON	10:00 PM	4	6.00
SUNDAY	3/24/13	NOON	10:00 PM	4	6.00

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE Confidential

PAYROLL= 325.00 PAY= 325.00

NAME: LUPITA GALLAN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/13	5:00 PM	10:00 PM	1	4.00
TUESDAY	3/19/13	OFF			
WEDNESDAY	3/20/13	5:00 PM	10:00 PM	1	
THURSDAY	3/21/13	5:00 PM	10:00 PM	1	
FRIDAY	3/22/13	5:00 PM	10:00 PM	1	
SATURDAY	3/23/13	NOON	10:00 PM	4	6.00
SUNDAY	3/24/13	NOON	10:00 PM	4	6.00

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE Confidential

PAYROLL= 325.00 PAY= 325.00

NAME: RODOLFO ALVAREZ GARCIA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/13	5:00 PM	10:00 PM	1	4.00
TUESDAY	3/19/13	OFF			
WEDNESDAY	3/20/13	5:00 PM	10:00 PM	1	4.00
THURSDAY	3/21/13	5:00 PM	10:00 PM	1	4.00
FRIDAY	3/22/13	5:00 PM	10:00 PM	1	5.00
SATURDAY	3/23/13	NOON	10:00 PM	4	6.00
SUNDAY	3/24/13	NOON	10:00 PM	4	6.00

DRAWS= SAVINGS= Confidential
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 29

Confidential

EMPLOYEE SIGNATURE Bu[redacted] Exh. 26, p. 623

PAYROLL= 470.00 PAY= 470.00

NAME: SALVADOR ALVAREZ GARCIA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/13	5:00 PM	10:00 PM	1	4.00
TUESDAY	3/19/13	OFF			
WEDNESDAY	3/20/13	5:00 PM	10:00 PM	1	4.00
THURSDAY	3/21/13	5:00 PM	10:00 PM	1	4.00
FRIDAY	3/22/13	5:00 PM	10:00 PM	1	5.00
SATURDAY	3/23/13	NOON	10:00 PM	4	6.00
SUNDAY	3/24/13	NOON	10:00 PM	4	6.00

DRAWS= SAVINGS=
UNIFORMS=

WORKWEEK HOURS TOTAL: 29

[redacted]

EMPLOYEE SIGNATURE:

PAYROLL= 325.00 PAY= 325.00

NAME: JEROME HENRY

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/13	5:00 PM	10:00 PM	1	4.00
TUESDAY	3/19/13	OFF			
WEDNESDAY	3/20/13	5:00 PM	10:00 PM	1	4.00
THURSDAY	3/21/13	5:00 PM	10:00 PM	1	4.00
FRIDAY	3/22/13	5:00 PM	10:00 PM	1	5.00
SATURDAY	3/23/13	NOON	10:00 PM	4	6.00
SUNDAY	3/24/13	NOON	10:00 PM	4	6.00

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 29

[redacted]

EMPLOYEE SIGNATURE:

PAYROLL= 380.00 PAY= 300.00

NAME: JULIAN GARCIA HERNANDEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/13	5:00 PM	10:00 PM	1	4.00
TUESDAY	3/19/13	OFF			
WEDNESDAY	3/20/13	5:00 PM	10:00 PM	1	4.00
THURSDAY	3/21/13	5:00 PM	10:00 PM	1	5.00
FRIDAY	3/22/13	5:00 PM	10:00 PM	1	6.00
SATURDAY	3/23/13	NOON	10:00 PM	4	6.00
SUNDAY	3/24/13	NOON	10:00 PM	4	

DRAWS= 80.00 SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 29

[redacted]

EMPLOYEE SIGNATURE: Butler's [redacted] 624

Butler000624

PAYROLL= 470.00 PAY= 470.00

NAME: SALVADOR ALVAREZ GARCIA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/13	5:00 PM	10:00 PM	1	4.00
TUESDAY	3/19/13	OFF			
WEDNESDAY	3/20/13	5:00 PM	10:00 PM	1	4.00
THURSDAY	3/21/13	5:00 PM	10:00 PM	1	4.00
FRIDAY	3/22/13	5:00 PM	10:00 PM	1	5.00
SATURDAY	3/23/13	NOON	10:00 PM	4	6.00
SUNDAY	3/24/13	NOON	10:00 PM	4	6.00

DRAWS= SAVINGS=
UNIFORMS=

WORKWEEK HOURS TOTAL: 29

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 325.00 PAY= 325.00

NAME: JEROME HENRY

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/13	5:00 PM	10:00 PM	1	4.00
TUESDAY	3/19/13	OFF			
WEDNESDAY	3/20/13	5:00 PM	10:00 PM	1	4.00
THURSDAY	3/21/13	5:00 PM	10:00 PM	1	4.00
FRIDAY	3/22/13	5:00 PM	10:00 PM	1	5.00
SATURDAY	3/23/13	NOON	10:00 PM	4	6.00
SUNDAY	3/24/13	NOON	10:00 PM	4	6.00

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 29

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 380.00 PAY= 300.00

NAME: JULIAN GARCIA HERNANDEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/13	5:00 PM	10:00 PM	1	4.00
TUESDAY	3/19/13	OFF			
WEDNESDAY	3/20/13	5:00 PM	10:00 PM	1	4.00
THURSDAY	3/21/13	5:00 PM	10:00 PM	1	4.00
FRIDAY	3/22/13	5:00 PM	10:00 PM	1	5.00
SATURDAY	3/23/13	NOON	10:00 PM	4	6.00
SUNDAY	3/24/13	NOON	10:00 PM	4	6.00

DRAWS= 80.00 SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 29

Confidential

EMPLOYEE SIGNATURE: Butler's 625

Butler000625

PAYROLL= 420.00 PAY= 370.00

NAME: ALBERTO LUIS SANCHEZ LOPEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/13	5:00 PM	10:00 PM	1	4.00
TUESDAY	3/19/13	OFF			
WEDNESDAY	3/20/13	5:00 PM	10:00 PM	1	4.00
THURSDAY	3/21/13	5:00 PM	10:00 PM	1	4.00
FRIDAY	3/22/13	5:00 PM	10:00 PM	1	5.00
SATURDAY	3/23/13	NOON	10:00 PM	4	6.00
SUNDAY	3/24/13	NOON	10:00 PM	4	6.00

DRAWS= TICKET= 50.00
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE Confidential

PAYROLL= 350.00 PAY= 350.00

NAME: MARIA ISABEL GUERRA HERNANDEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/13	5:00 PM	10:00 PM	1	4.0
TUESDAY	3/19/13	OFF			
WEDNESDAY	3/20/13	5:00 PM	10:00 PM	1	4.0
THURSDAY	3/21/13	5:00 PM	10:00 PM	1	4.0
FRIDAY	3/22/13	5:00 PM	10:00 PM	1	5.0
SATURDAY	3/23/13	NOON	10:00 PM	4	6.0
SUNDAY	3/24/13	NOON	10:00 PM	4	6.0

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE Confidential

PAYROLL= 350.00 PAY= 350.00

NAME: PEDRO HERRERA LOZANO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/13	5:00 PM	10:00 PM	1	4.00
TUESDAY	3/19/13	OFF			
WEDNESDAY	3/20/13	5:00 PM	10:00 PM	1	4.00
THURSDAY	3/21/13	5:00 PM	10:00 PM	1	4.00
FRIDAY	3/22/13	5:00 PM	10:00 PM	1	5.00
SATURDAY	3/23/13	NOON	10:00 PM	4	6.00
SUNDAY	3/24/13	NOON	10:00 PM	4	6.00

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE Confidential

Butler Exh. 26, p. 626

PAYROLL= 300.00 PAY= 300.00

NAME: ISMAEL VIVANCO MONTALVO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/13	5:00 PM	10:00 PM	1	4.00
TUESDAY	3/19/13	OFF			
WEDNESDAY	3/20/13	5:00 PM	10:00 PM	1	4.00
THURSDAY	3/21/13	5:00 PM	10:00 PM	1	4.00
FRIDAY	3/22/13	5:00 PM	10:00 PM	1	5.00
SATURDAY	3/23/13	NOON	10:00 PM	4	6.00
SUNDAY	3/24/13	NOON	10:00 PM	4	6.00

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 29

Confidential

EMPLOYEE SIGNATURE: [redacted]

PAYROLL= 350.00 PAY= 310.00

NAME: MIGUEL ANGEL ALARCON NOLASCO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/13	5:00 PM	10:00 PM	1	4.00
TUESDAY	3/19/13	OFF			
WEDNESDAY	3/20/13	5:00 PM	10:00 PM	1	4.00
THURSDAY	3/21/13	5:00 PM	10:00 PM	1	4.00
FRIDAY	3/22/13	5:00 PM	10:00 PM	1	5.00
SATURDAY	3/23/13	NOON	10:00 PM	4	6.00
SUNDAY	3/24/13	NOON	10:00 PM	4	6.00

DRAWS= 40.00 SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 29

Confidential

EMPLOYEE SIGNATURE: [redacted]

PAYROLL= 300.00 PAY= 300.00

NAME: **RICHARD LEE NORWOOD**

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/13	5:00 PM	10:00 PM	1	4.00
TUESDAY	3/19/13	OFF			
WEDNESDAY	3/20/13	5:00 PM	10:00 PM	1	4.00
THURSDAY	3/21/13	5:00 PM	10:00 PM	1	4.00
FRIDAY	3/22/13	5:00 PM	10:00 PM	1	5.00
SATURDAY	3/23/13	NOON	10:00 PM	4	6.00
SUNDAY	3/24/13	NOON	10:00 PM	4	6.00

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 29

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 350.00 PAY= 350.00

NAME: **AMANCIO GONZALES ROJAS**

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/13	5:00 PM	10:00 PM	1	4.00
TUESDAY	3/19/13	OFF			
WEDNESDAY	3/20/13	5:00 PM	10:00 PM	1	4.00
THURSDAY	3/21/13	5:00 PM	10:00 PM	1	4.00
FRIDAY	3/22/13	5:00 PM	10:00 PM	1	5.00
SATURDAY	3/23/13	NOON	10:00 PM	4	6.00
SUNDAY	3/24/13	NOON	10:00 PM	4	6.00

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 29

Confidential

EMPLOYEE SIGNATURE

OLL= 350.00

270.00

NAME: FAUSTINO ABURTO SEDANO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/13	5:00 PM	10:00 PM	1	4.00
TUESDAY	3/19/13	OFF			
WEDNESDAY	3/20/13	5:00 PM	10:00 PM	1	4.00
THURSDAY	3/21/13	5:00 PM	10:00 PM	1	4.00
FRIDAY	3/22/13	5:00 PM	10:00 PM	1	5.00
SATURDAY	3/23/13	NOON	10:00 PM	4	6.00
SUNDAY	3/24/13	NOON	10:00 PM	4	6.00

DRAWS= 80.00 SAVINGS=

UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 29

Confidential

EMPLOYEE SIGNATURE:

PAYROLL= 300.00

PAY= 300.00

NAME: ED TRASLEVINA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/13	5:00 PM	10:00 PM	1	4.00
TUESDAY	3/19/13	OFF			
WEDNESDAY	3/20/13	5:00 PM	10:00 PM	1	4.00
THURSDAY	3/21/13	5:00 PM	10:00 PM	1	4.00
FRIDAY	3/22/13	5:00 PM	10:00 PM	1	5.00
SATURDAY	3/23/13	NOON	10:00 PM	4	6.00
SUNDAY	3/24/13	NOON	10:00 PM	4	6.00

DRAWS= SAVINGS=

UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 29

Confidential

EMPLOYEE SIGNAT

PAYROLL= 325.00 PAY= 15.00

NAME: JESUS VERDUGO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/13	5:00 PM	10:00 PM	1	4.00
TUESDAY	3/19/13	OFF			
WEDNESDAY	3/20/13	5:00 PM	10:00 PM	1	4.00
THURSDAY	3/21/13	5:00 PM	10:00 PM	1	4.00
FRIDAY	3/22/13	5:00 PM	10:00 PM	1	5.00
SATURDAY	3/23/13	NOON	10:00 PM	4	6.00
SUNDAY	3/24/13	NOON	10:00 PM	4	6.00

DRAWS= 160.00 DEAN= 100.00
UNIFORMS= RENT= 50.00

WORKWEEK HOURS TOTAL: 29

Confidential

GNATURE:

PAYROLL= 300.00 PAY= 300.00

NAME: PATTY WEST

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/13	5:00 PM	10:00 PM	1	4.00
TUESDAY	3/19/13	OFF			
WEDNESDAY	3/20/13	5:00 PM	10:00 PM	1	4.00
THURSDAY	3/21/13	5:00 PM	10:00 PM	1	4.00
FRIDAY	3/22/13	5:00 PM	10:00 PM	1	5.00
SATURDAY	3/23/13	NOON	10:00 PM	4	6.00
SUNDAY	3/24/13	NOON	10:00 PM	4	6.00

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 29

Confidential

EMPLOYEE SIGNATURE

Confidential

SOUTHLAND MALL, HAYWARD
MARCH 20-24, 2013

JUDY JOYCE

DAY	HOURS	DRAWS	MISC. CHGS.	OVER/SHORT
CARRY FROM LAST WEEK				
WEDNESDAY	3.75		50.00	-1.00
THURSDAY	3.50			
FRIDAY	5.00			
SATURDAY	9.00			
SUNDAY	8.50			
TOTALS	29.75		50.00	-1.00

GROSS	254.36
DRAWS	
RENT/MISC	50.00
OVER/SHORT	-1.00
NET PAY	203.36

RECEIVED B Confidential

SOUTHLAND MALL, HAYWARD
MARCH 20-24, 2013

TAMMY CUETO

DAY	HOURS	DRAWS	MISC. CHGS.	OVER/SHORT
CARRY FROM LAST WEEK				
WEDNESDAY	4.00			
THURSDAY	3.75			-70.00
FRIDAY	5.25			
SATURDAY	9.75			81.00
SUNDAY	9.00			
TOTALS	31.75			11

GROSS	271.46
DRAWS	
RENT/MISC	
OVER/SHORT	11.00
NET PAY	282.46

RECEIVED B Confidential

SOUTHLAND MALL, HAYWARD
MARCH 20-24, 2013

RHONDA FLEMMING

DAY	HOURS	DRAWS	MISC. CHGS.	OVER/SHORT
CARRY FROM LAST WEEK				
WEDNESDAY	3.00		25.00	
THURSDAY	4.00	40.00		-3.00
FRIDAY	4.25			
SATURDAY	8.25			16.00
SUNDAY	9.00			
TOTALS	28.50	40.00	25.00	13.00

GROSS	243.68
DRAWS	40.00
RENT/MISC	25.00
OVER/SHORT	13.00
NET PAY	191.68

RECEIVED B Confidential

BUTLER AMUSEMENTS, INC.
SOUTHLAND MALL, HAYWARD
MARCH 20-24, 2013

	GROSS	NET
JUDY JOYCE	254.36	203.36
TAMMY CUETO	271.46	282.46
RHONDA FLEMMING	243.68	191.68
NAME		
TOTALS	769.50	677.50

SOUTHLAND MALL	MARCH 18-24, 2013	RIDE	BASE PAY	EXTRA PAY	THIS WEEK	DRAWS	UNIFORMS	SAVINGS	RENT	ID	TOTAL DED	NET PAY
ADAME	ROMAN, RODRIGUEZ	GIANT WHEEL	380.00		380.00	-					-	380.00
ALVAREZ	TITO, TRIANO	1001	380.00		380.00	-					-	380.00
APODACA	VICTOR, VASQUEZ	GIANT WHEEL	350.00	30.00	380.00	-					-	380.00
APODACA	JUAN CARLOS, VASQUEZ	GRAVITRON	350.00		350.00	-					-	350.00
APOLINAR	ARMONDO BARRIOS	SUPER SHOT	380.00		380.00	-					-	380.00
BOGUE	JESSE	OFFICE	300.00		300.00	-					-	300.00
BROWN	ROSEMARY	GRAVITRON	325.00		325.00	-					-	325.00
CABANAS	IVAN GONZALES	TILT	325.00	30.00	355.00	-					-	355.00
CATALINA	ROBERTO JUAREZ	GIANT WHEEL	325.00	30.00	355.00	-					-	355.00
CERVANTES	ROSENDO, ORTIZ	WORM	325.00	30.00	355.00	-					-	355.00
CHESSER	JUDITH	OFFICE	450.00		450.00	-					-	450.00
CHESSER	JOSEPH	SHREK	325.00	(162.00)	163.00	-			50.00	B	50.00	113.00
COLIO	INES, APODACA	JUMP AROUND	350.00		350.00	-					-	350.00
COMERFORD	MICHAEL	LOLLIES	325.00		325.00	-			50.00	B	50.00	275.00
CONLEY	ROOSEVELT	AMERICANA	325.00		325.00	80.00			50.00	B	130.00	195.00
CORTES	VALENTINA HERNANDEZ	JUMP AROUND	325.00		325.00	-					-	325.00
DONALDSON	HARVEY	LOLLIES	325.00		325.00	-		200.00	25.00	B	225.00	100.00
FLORES	JORGE, ARMONDO CARRANZA	GIANT WHEEL	350.00	30.00	380.00	-					-	380.00
FRIAS	MARCO, ANTONIO SCANDON	YO YO	350.00		350.00	-					-	350.00
GALAN	GALLAN, LUPITA	MARDI GRAS	325.00		325.00	-						325.00
GARCIA	RODOLFO, ALVAREZ	TEA CUPS	325.00		325.00	-					-	325.00
GARCIA	SALVADOR, ALVAREZ	DRIVER/YO YO	430.00	40.00	470.00	-					-	470.00
HENRY	JEROME	GRAVITRON	325.00		325.00	-					-	325.00
HERNANDEZ	JULIAN, GARCIA	WORM	380.00		380.00	80.00					80.00	300.00
HERNANDEZ	MARIA, ISABEL GUERRA	MARDI GRAS	350.00		350.00	-					-	350.00
LOPEZ	ALBERTO, LUIS SANCHEZ	DRIVER/GIANT WHEEL	350.00	70.00	420.00	-		50.00			50.00	370.00
LOZANO	PEDRO HERRERA	TILT	350.00		350.00	-					-	350.00
MONTALVO	ISMAEL, VIVANCO	DRIVER/FOOD	300.00		300.00	-					-	300.00
NOLASCO	MIGUEL, ANGEL ALARCON	SUPER SHOT	350.00		350.00	40.00					40.00	310.00
NORWOOD	RICHARD, LEE	OFFICE	300.00		300.00	-					-	300.00
ROJAS	AMANCIO, GONZALES	1001	350.00		350.00	-					-	350.00
SEDANO	FAUSTINO, ABURTO	TEA CUPS	350.00		350.00	80.00					80.00	270.00
TRASLEVINA	ED	SHOP/DRIVER	300.00		300.00	-					-	300.00
VERDUGO SR	JESUS	SHREK	325.00		325.00	160.00		100.00	50.00	B	310.00	15.00
WEST	PATTY	OFFICE	300.00		300.00	-					-	300.00
		TOTALS	11,975.00	260.00	12,073.00	440.00		350.00	225.00		1,015.00	11,058.00
											SAVINGS=	350.00
											RENT=	225.00
												11,633.00

Butler's Exh. 26, p. 633

Planning Commission

EL DORADO HILLS 2013

03/18/2013 - 03/24/2013

(N)

EL DORADO HILLS
MARCH 21-24, 2013

CHLOE NORWOOD

DAY	HOURS	DRAWS	MISC. CHGS.	OVER/SHORT
CARRY FROM LAST WEEK				
MONDAY				
TUESDAY				
WEDNESDAY				
THURSDAY	6.00		50.00	
FRIDAY	6.00			
SATURDAY	11.00			
SUNDAY	11.00			
TOTALS	34.00		50.00	

GROSS	291.00
DRAWS	
RENT/MISC	50.00
OVER/SHORT	
NET PAY	241.00

RECEIVED: [redacted]

Confidential

EL DORADO HILLS
MARCH 21-24, 2013

GINA RUSSELL

DAY	HOURS	DRAWS	MISC. CHGS.	OVER/SHORT
CARRY FROM LAST WEEK				
MONDAY				
TUESDAY				
WEDNESDAY				
THURSDAY	6.00		50.00	
FRIDAY	6.00			
SATURDAY	11.00			-16.50
SUNDAY	11.00			49.00
TOTALS	34.00		50.00	32.50

GROSS	291.00
DRAWS	
RENT/MISC	50.00
OVER/SHORT	32.50
NET PAY	273.50

RECEIVED [redacted]

Confidential

EL DORADO HILLS
MARCH 21-24, 2013

DON WYATT

DAY	HOURS	DRAWS	MISC. CHGS.	OVER/SHORT
CARRY FROM LAST WEEK				-31.00
MONDAY				
TUESDAY		40.00		
WEDNESDAY				
THURSDAY	6.00	40.00		
FRIDAY	6.00			-26.00
SATURDAY	11.00	40.00		-6.00
SUNDAY	11.00			109.00
TOTALS	34.00	120.00		46.00

GROSS	291.00
DRAWS	120.00
RENT/MISC	
OVER/SHORT	46.00
NET PAY	217.00

RECEIVE [redacted]

Confidential

PAYROLL= 400.00 PAY= 400.00

NAME: RANDAL ACKERMAN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/13				
TUESDAY	3/19/13				
WEDNESDAY	3/20/13				
THURSDAY	3/21/13		DRIVER		
FRIDAY	3/22/13				
SATURDAY	3/23/13				
SUNDAY	3/24/13				

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 0

EMPLOYEE SIGNATURE [redacted]

Confidential

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PAYROLL= 350.00 PAY= 350.00

NAME: CLAUDIO MARIN ALARCON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/13				
TUESDAY	3/19/13	9:00 AM	5:00 PM	1	7
WEDNESDAY	3/20/13	9:00 AM	5:00 PM	1	7
THURSDAY	3/21/13	4:00 PM	10:00 PM	1	5
FRIDAY	3/22/13	4:00 PM	10:00 PM	1	5
SATURDAY	3/23/13	11:00 AM	11:00 PM	4	8
SUNDAY	3/24/13	12:00 PM	12:00 AM	4	8

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 325.00 PAY= 325.00

NAME: MIGUEL ANGEL PONCE ALVARADO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/13				
TUESDAY	3/19/13	9:00 AM	5:00 PM	1	7
WEDNESDAY	3/20/13	9:00 AM	5:00 PM	1	7
THURSDAY	3/21/13	4:00 PM	10:00 PM	2	4
FRIDAY	3/22/13	4:00 PM	10:00 PM	2	4
SATURDAY	3/23/13	11:00 AM	11:00 PM	3	9
SUNDAY	3/24/13	12:00 PM	12:00 AM	3	9

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 325.00 PAY= ~~155.00~~ 145

NAME: MICHAEL ANDERSON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/13				
TUESDAY	3/19/13	9:00 AM	5:00 PM	2	6
WEDNESDAY	3/20/13	9:00 AM	5:00 PM	1	7
THURSDAY	3/21/13	4:00 PM	10:00 PM	2	4
FRIDAY	3/22/13	4:00 PM	10:00 PM	2	4
SATURDAY	3/23/13	11:00 AM	11:00 PM	3	9
SUNDAY	3/24/13	12:00 PM	12:00 AM	2	10

DRAWS= 120.00 SAVINGS= WORKWEEK HOURS TOTAL:

UNIFORMS= RENT= 50.00 40

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 350.00 PAY= 310.00

NAME: FRANCISCO NEPOMUCENO APARICIO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/13				
TUESDAY	3/19/13	9:00 AM	5:00 PM	2	6
WEDNESDAY	3/20/13	9:00 AM	5:00 PM	2	6
THURSDAY	3/21/13	4:00 PM	10:00 PM	2	4
FRIDAY	3/22/13	4:00 PM	10:00 PM	1	5
SATURDAY	3/23/13	11:00 AM	11:00 PM	3	9
SUNDAY	3/24/13	12:00 PM	12:00 AM	3	9

DRAWS= 40.00 SAVINGS= WORKWEEK HOURS TOTAL:

UNIFORMS= RENT= 39

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 325.00 PAY= ~~285.00~~ 245

NAME: JENNIFER BALL

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/13				
TUESDAY	3/19/13	9:00 AM	5:00 PM	1	7
WEDNESDAY	3/20/13	9:00 AM	5:00 PM	2	6
THURSDAY	3/21/13	4:00 PM	10:00 PM	2	4
FRIDAY	3/22/13	4:00 PM	10:00 PM	3	3
SATURDAY	3/23/13	11:00 AM	11:00 PM	4	8
SUNDAY	3/24/13	12:00 PM	12:00 AM	2	10

DRAWS= 40.00 SAVINGS= _____
UNIFORMS= _____ RENT= _____

WORKWEEK HOURS TOTAL: 38

Confidential

EMPLOYEE SIGNATUR

PAYROLL= 325.00 PAY= 285.00

NAME: JOSHUA BALL

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/13				
TUESDAY	3/19/13	9:00 AM	5:00 PM	2	6
WEDNESDAY	3/20/13	9:00 AM	5:00 PM	2	6
THURSDAY	3/21/13	4:00 PM	10:00 PM	2	4
FRIDAY	3/22/13	4:00 PM	10:00 PM	1	5
SATURDAY	3/23/13	11:00 AM	11:00 PM	3	9
SUNDAY	3/24/13	12:00 PM	12:00 AM	3	9

DRAWS= 40.00 SAVINGS= _____
UNIFORMS= _____ RENT= _____

WORKWEEK HOURS TOTAL: 39

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 500.00 PAY= 500.00

NAME: SHAYNE BYRD

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/13				
TUESDAY	3/19/13				
WEDNESDAY	3/20/13		LANCE		
THURSDAY	3/21/13		DRIVER		
FRIDAY	3/22/13				
SATURDAY	3/23/13				
SUNDAY	3/24/13				

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 0

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 350.00 PAY= 95.00

NAME: CHRISTOPHER CHESSER

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/13				
TUESDAY	3/19/13	9:00 AM	5:00 PM	2	6
WEDNESDAY	3/20/13	9:00 AM	5:00 PM	2	6
THURSDAY	3/21/13	4:00 PM	10:00 PM	2	4
FRIDAY	3/22/13	4:00 PM	10:00 PM	1	5
SATURDAY	3/23/13	11:00 AM	11:00 PM	2	10
SUNDAY	3/24/13	12:00 PM	12:00 AM	3	9

DRAWS= 80.00 SAVINGS= 100.00
UNIFORMS= 25.00 RENT= 50.00

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATUR

PAYROLL= 600.00 PAY= 600.00

NAME: GERALD CORLISS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/13				
TUESDAY	3/19/13		LANCE		
WEDNESDAY	3/20/13		DRIVER		
THURSDAY	3/21/13				
FRIDAY	3/22/13				
SATURDAY	3/23/13				
SUNDAY	3/24/13				

WORKWEEK HOURS TOTAL: 0

DRAWS= SAVINGS=
UNIFORMS= RENT=

EMPLOYEE SIGNATURE

Confidential

PAYROLL= 425.00 PAY= 425.00

NAME: ROBERT EASLY

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/13				
TUESDAY	3/19/13				
WEDNESDAY	3/20/13				
THURSDAY	3/21/13		DRIVER		
FRIDAY	3/22/13				
SATURDAY	3/23/13				
SUNDAY	3/24/13				

WORKWEEK HOURS TOTAL: 0

DRAWS= SAVINGS=
UNIFORMS= RENT=

EMPLOYEE SIGNATURE

Confidential

PAYROLL= 325.00 PAY= ~~180~~ 175.00

NAME: TELFORD FAGER

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/13				
TUESDAY	3/19/13	9:00 AM	5:00 PM	2	6
WEDNESDAY	3/20/13	9:00 AM	5:00 PM	2	6
THURSDAY	3/21/13	4:00 PM	10:00 PM	2	4
FRIDAY	3/22/13	4:00 PM	10:00 PM	2	4
SATURDAY	3/23/13	11:00 AM	11:00 PM	2	10
SUNDAY	3/24/13	12:00 PM	12:00 AM	2	10

DRAWS= 120.00 SAVINGS=
UNIFORMS= 25.00 RENT=

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE:

Confidential

PAYROLL= 500.00 PAY= 500.00

NAME: BOB FARLEY

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/13				
TUESDAY	3/19/13		LANCE		
WEDNESDAY	3/20/13		DRIVER		
THURSDAY	3/21/13				
FRIDAY	3/22/13				
SATURDAY	3/23/13				
SUNDAY	3/24/13				

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 0

EMPLOYEE SIGNATURE

Confidential

PAYROLL= 420.00 PAY= 380.00

NAME: EDGAR OSVALDO CARRANZA FLORES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/13				
TUESDAY	3/19/13	9:00 AM	5:00 PM	2	6
WEDNESDAY	3/20/13	9:00 AM	5:00 PM	2	6
THURSDAY	3/21/13	4:00 PM	10:00 PM	2	4
FRIDAY	3/22/13	4:00 PM	10:00 PM	2	4
SATURDAY	3/23/13	11:00 AM	11:00 PM	2	10
SUNDAY	3/24/13	12:00 PM	12:00 AM	2	10

DRAWS= 40.00 SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 325.00 PAY= 285.00

NAME: JUAN ANDRADE GARCIA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/13				
TUESDAY	3/19/13	9:00 AM	5:00 PM	2	6
WEDNESDAY	3/20/13	9:00 AM	5:00 PM	2	6
THURSDAY	3/21/13	4:00 PM	10:00 PM	1	5
FRIDAY	3/22/13	4:00 PM	10:00 PM	2	4
SATURDAY	3/23/13	11:00 AM	11:00 PM	3	9
SUNDAY	3/24/13	12:00 PM	12:00 AM	3	9

DRAWS= 40.00 SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 39

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 350.00 PAY= 350.00

NAME: MIGUEL ANDRADE GARCIA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/13				
TUESDAY	3/19/13	9:00 AM	5:00 PM	2	6
WEDNESDAY	3/20/13	9:00 AM	5:00 PM	1	7
THURSDAY	3/21/13	4:00 PM	10:00 PM	2	4
FRIDAY	3/22/13	4:00 PM	10:00 PM	2	4
SATURDAY	3/23/13	11:00 AM	11:00 PM	3	9
SUNDAY	3/24/13	12:00 PM	12:00 AM	3	9

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 39

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 365.00 PAY= 315.00

NAME: RAUL GUZMAN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/13				
TUESDAY	3/19/13	9:00 AM	5:00 PM	1	7
WEDNESDAY	3/20/13	9:00 AM	5:00 PM	1	7
THURSDAY	3/21/13	4:00 PM	10:00 PM	1	5
FRIDAY	3/22/13	4:00 PM	10:00 PM	1	5
SATURDAY	3/23/13	11:00 AM	11:00 PM	4	8
SUNDAY	3/24/13	12:00 PM	12:00 AM	4	8

DRAWS= SAVINGS=
UNIFORMS= RENT= 50.00

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 500.00 PAY= 400.00

NAME: JERRY HALL

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/13				
TUESDAY	3/19/13	9:00 AM	5:00 PM	2	6
WEDNESDAY	3/20/13	9:00 AM	5:00 PM	2	6
THURSDAY	3/21/13	4:00 PM	10:00 PM	2	4
FRIDAY	3/22/13	4:00 PM	10:00 PM	2	4
SATURDAY	3/23/13	11:00 AM	11:00 PM	2	10
SUNDAY	3/24/13	12:00 PM	12:00 AM	2	10

DRAWS= SAVINGS= 100.00
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE [redacted]

Confidential

PAYROLL= 325.00 PAY= 275.00

NAME: JOHN HOLMES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/13				
TUESDAY	3/19/13	9:00 AM	5:00 PM	2	6
WEDNESDAY	3/20/13	9:00 AM	5:00 PM	2	6
THURSDAY	3/21/13	4:00 PM	10:00 PM	1	5
FRIDAY	3/22/13	4:00 PM	10:00 PM	1	5
SATURDAY	3/23/13	11:00 AM	11:00 PM	3	9
SUNDAY	3/24/13	12:00 PM	12:00 AM	3	9

DRAWS= SAVINGS=
UNIFORMS= RENT= 50.00

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE [redacted]

Confidential

PAYROLL= 325.00 PAY= 325.00

NAME: DARIO DIAZ JARQUIN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/13				
TUESDAY	3/19/13	9:00 AM	5:00 PM	1	7
WEDNESDAY	3/20/13	9:00 AM	5:00 PM	1	7
THURSDAY	3/21/13	4:00 PM	10:00 PM	2	4
FRIDAY	3/22/13	4:00 PM	10:00 PM	2	4
SATURDAY	3/23/13	11:00 AM	11:00 PM	3	9
SUNDAY	3/24/13	12:00 PM	12:00 AM	3	9

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE [redacted]

PAYROLL= 450.00 PAY= ~~300.00~~ 260

NAME: DAVID LOVE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/13				8
TUESDAY	3/19/13				8
WEDNESDAY	3/20/13				6
THURSDAY	3/21/13		DRIVER		6
FRIDAY	3/22/13				12
SATURDAY	3/23/13				12
SUNDAY	3/24/13				

DRAWS= SAVINGS= 100.00
UNIFORMS= LOAN= 50.00

WORKWEEK HOURS TOTAL: 52

Confidential

EMPLOYEE SIGNAT[redacted]

PAYROLL= 300.00 PAY= 300.00

NAME: DEAN MCARTER

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/13				
TUESDAY	3/19/13	9:00 AM	5:00 PM	2	6
WEDNESDAY	3/20/13	9:00 AM	5:00 PM	2	6
THURSDAY	3/21/13	4:00 PM	10:00 PM	2	4
FRIDAY	3/22/13	4:00 PM	10:00 PM	2	4
SATURDAY	3/23/13	11:00 AM	11:00 PM	2	10
SUNDAY	3/24/13	12:00 PM	12:00 AM	2	10

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 500.00 PAY= 500.00

NAME: TIM OLINSKI

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/13				
TUESDAY	3/19/13		WINTER QUARTERS		
WEDNESDAY	3/20/13		DRIVER		
THURSDAY	3/21/13				
FRIDAY	3/22/13				
SATURDAY	3/23/13				
SUNDAY	3/24/13				

WORKWEEK HOURS TOTAL: 0

DRAWS= SAVINGS=
UNIFORMS= RENT=

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 350.00 PAY= 350.00

NAME: ISIDRO MORALES OLIVA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/13				
TUESDAY	3/19/13	9:00 AM	5:00 PM	2	6
WEDNESDAY	3/20/13	9:00 AM	5:00 PM	2	6
THURSDAY	3/21/13	4:00 PM	10:00 PM	1	5
FRIDAY	3/22/13	4:00 PM	10:00 PM	1	5
SATURDAY	3/23/13	11:00 AM	11:00 PM	3	9
SUNDAY	3/24/13	12:00 PM	12:00 AM	3	9

DRAWS= SAVINGS= WORKWEEK HOURS TOTAL:
UNIFORMS= RENT= 40

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 505.00 PAY= 505.00

NAME: JUAN CARLOS FERNANDEZ PAREDES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/13				
TUESDAY	3/19/13				8
WEDNESDAY	3/20/13				8
THURSDAY	3/21/13		DRIVER		6
FRIDAY	3/22/13				6
SATURDAY	3/23/13				12
SUNDAY	3/24/13				12

DRAWS= SAVINGS= WORKWEEK HOURS TOTAL:
UNIFORMS= RENT= 52

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 325.00 PAY= 155.00

NAME: LARRY PATTERSON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/13				
TUESDAY	3/19/13	9:00 AM	5:00 PM	2	6
WEDNESDAY	3/20/13	9:00 AM	5:00 PM	2	6
THURSDAY	3/21/13	4:00 PM	10:00 PM	2	4
FRIDAY	3/22/13	4:00 PM	10:00 PM	2	4
SATURDAY	3/23/13	11:00 AM	11:00 PM	2	10
SUNDAY	3/24/13	12:00 PM	12:00 AM	2	10

DRAWS= 120.00 SAVINGS=
UNIFORMS= RENT= 50.00

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 325.00 PAY= 325.00

NAME: DIEGO IMILIO SAINZ PAZOS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/13				
TUESDAY	3/19/13	9:00 AM	5:00 PM	2	6
WEDNESDAY	3/20/13	9:00 AM	5:00 PM	2	6
THURSDAY	3/21/13	4:00 PM	10:00 PM	1	5
FRIDAY	3/22/13	4:00 PM	10:00 PM	1	5
SATURDAY	3/23/13	11:00 AM	11:00 PM	3	9
SUNDAY	3/24/13	12:00 PM	12:00 AM	3	9

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 500.00 PAY= 500.00

NAME: ROBERT REYES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/13				
TUESDAY	3/19/13				8
WEDNESDAY	3/20/13				8
THURSDAY	3/21/13		DRIVER		6
FRIDAY	3/22/13				6
SATURDAY	3/23/13				12
SUNDAY	3/24/13				12

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 52

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 400.00 PAY= 400.00

NAME: DAMIEN RITSCH

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/13				
TUESDAY	3/19/13				
WEDNESDAY	3/20/13				
THURSDAY	3/21/13		DRIVER		
FRIDAY	3/22/13				
SATURDAY	3/23/13				
SUNDAY	3/24/13				

DRAWS= Confidential S=
UNIFORMS=

WORKWEEK HOURS TOTAL: 0

EMPLOYEE SIGNATURE

PAYROLL= 365.00 PAY= ~~365.00~~ 360

NAME: ANTONIO GARCIA ROMERO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/13				
TUESDAY	3/19/13	9:00 AM	5:00 PM	1	7
WEDNESDAY	3/20/13	9:00 AM	5:00 PM	1	7
THURSDAY	3/21/13	4:00 PM	10:00 PM	2	4
FRIDAY	3/22/13	4:00 PM	10:00 PM	2	4
SATURDAY	3/23/13	11:00 AM	11:00 PM	3	9
SUNDAY	3/24/13	12:00 PM	12:00 AM	3	9

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 350.00 PAY= 350.00

NAME: JAVIER HERNANDEZ SALVADOR

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/13				
TUESDAY	3/19/13	9:00 AM	5:00 PM	2	6
WEDNESDAY	3/20/13	9:00 AM	5:00 PM	2	6
THURSDAY	3/21/13	4:00 PM	10:00 PM	1	5
FRIDAY	3/22/13	4:00 PM	10:00 PM	1	5
SATURDAY	3/23/13	11:00 AM	11:00 PM	3	9
SUNDAY	3/24/13	12:00 PM	12:00 AM	3	9

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 350.00 PAY= 350.00

NAME: PRIMITIVO MATEO SALVADOR

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/13				
TUESDAY	3/19/13	9:00 AM	5:00 PM	2	6
WEDNESDAY	3/20/13	9:00 AM	5:00 PM	2	6
THURSDAY	3/21/13	4:00 PM	10:00 PM	1	5
FRIDAY	3/22/13	4:00 PM	10:00 PM	1	5
SATURDAY	3/23/13	11:00 AM	11:00 PM	3	9
SUNDAY	3/24/13	12:00 PM	12:00 AM	3	9

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 325.00 PAY= 140.00

NAME: JASON SERVICE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/13				
TUESDAY	3/19/13	9:00 AM	5:00 PM	2	6
WEDNESDAY	3/20/13	9:00 AM	5:00 PM	2	6
THURSDAY	3/21/13	4:00 PM	10:00 PM	2	4
FRIDAY	3/22/13	4:00 PM	10:00 PM	2	4
SATURDAY	3/23/13	11:00 AM	11:00 PM	2	10
SUNDAY	3/24/13	12:00 PM	12:00 AM	2	10

DRAWS= 120.00 SAVINGS=
UNIFORMS= 15.00 RENT= 50.00

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 300.00 PAY= 300.00

NAME: SALLY SHAFFER

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/13				
TUESDAY	3/19/13	9:00 AM	5:00 PM	2	6
WEDNESDAY	3/20/13	9:00 AM	5:00 PM	2	6
THURSDAY	3/21/13	4:00 PM	10:00 PM	2	4
FRIDAY	3/22/13	4:00 PM	10:00 PM	2	4
SATURDAY	3/23/13	11:00 AM	11:00 PM	2	10
SUNDAY	3/24/13	12:00 PM	12:00 AM	2	10

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE [redacted] Confidential

PAYROLL= 350.00 PAY= 60.00

NAME: STEVEN MATTHEW SHINABERY

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/13				
TUESDAY	3/19/13	9:00 AM	5:00 PM	1	7
WEDNESDAY	3/20/13	9:00 AM	5:00 PM	1	7
THURSDAY	3/21/13	4:00 PM	10:00 PM	2	4
FRIDAY	3/22/13	4:00 PM	10:00 PM	2	4
SATURDAY	3/23/13	11:00 AM	11:00 PM	3	9
SUNDAY	3/24/13	12:00 PM	12:00 AM	3	9

DRAWS= 240.00 SAVINGS=
UNIFORMS= RENT= 50.00

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE [redacted] Confidential

PAYROLL= 350.00 PAY= 260.00

NAME: HUEY TORRENCE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/13				
TUESDAY	3/19/13	9:00 AM	5:00 PM	1	7
WEDNESDAY	3/20/13	9:00 AM	5:00 PM	1	7
THURSDAY	3/21/13	4:00 PM	10:00 PM	2	4
FRIDAY	3/22/13	4:00 PM	10:00 PM	2	4
SATURDAY	3/23/13	11:00 AM	11:00 PM	3	9
SUNDAY	3/24/13	12:00 PM	12:00 AM	3	9

DRAWS= 40.00 SAVINGS= 50.00
LOAN= RENT=

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 365.00 PAY= 325.00

NAME: ASCENCION ALEJO VASQUEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/13				
TUESDAY	3/19/13	9:00 AM	5:00 PM	2	6
WEDNESDAY	3/20/13	9:00 AM	5:00 PM	1	7
THURSDAY	3/21/13	4:00 PM	10:00 PM	2	4
FRIDAY	3/22/13	4:00 PM	10:00 PM	2	4
SATURDAY	3/23/13	11:00 AM	11:00 PM	3	9
SUNDAY	3/24/13	12:00 PM	12:00 AM	2	10

DRAWS= 40.00 SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 390.00 PAY= 240.00

NAME: DAVID VASQUEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/13				
TUESDAY	3/19/13	9:00 AM	5:00 PM	2	6
WEDNESDAY	3/20/13	9:00 AM	5:00 PM	1	7
THURSDAY	3/21/13	4:00 PM	10:00 PM	1	5
FRIDAY	3/22/13	4:00 PM	10:00 PM	3	3
SATURDAY	3/23/13	11:00 AM	11:00 PM	3	9
SUNDAY	3/24/13	12:00 PM	12:00 AM	3	9

DRAWS= SAVINGS= 100.00

UNIFORMS= RENT= 50.00

WORKWEEK HOURS TOTAL: 39

EMPLOYEE SIGNATURE

Confidential

EL DORADO HILLS
MARCH 21-24, 2013

	GROSS	NET
CHLOE NORWOOD	291.00	241.00
DON WYATT	291.00	217.00
GINA RUSSELL	291.00	273.50
TOTALS	873.00	731.50

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EL DORADO HILLS	MARCH 18-24, 2013	RIDE	BASE PAY	EXTRA PAY	THIS WEEK	DRAWS	UNIFORMS	SAVINGS	RENT/PHONE	W/H'D BY	TOTAL DED	NET PAY
ACKERMAN	RANDAL	DRIVER	400.00		400.00						-	400.00
ALARCON	CLAUDIO MARIN	SLIDE	350.00		350.00						-	350.00
ALVARADO	MIGUEL ANGEL PONCE	SLIDE	325.00		325.00						-	325.00
ANDERSON	MICHAEL	ZIPPER/VOYAGER	325.00		325.00	120.00			50.00	M	170.00	155.00
APARICIO	FRANCISCO NEPOMUCENO	CORVETTS	350.00		350.00	40.00					40.00	310.00
BALL	JENNIFER	SLIDE	325.00		325.00	80.00					80.00	245.00
BALL	JOSHUA	PARKING	325.00		325.00	40.00					40.00	285.00
BYRD	SHAYNE	LANCE DRIVER	500.00		500.00						-	500.00
CHANDLER	CHRISTOPHER	ZIPPER	350.00		350.00	80.00	25.00	100.00	50.00	M	255.00	95.00
CORLISS	GERALD	LANCE DRIVER	600.00		600.00						-	600.00
EASLY	ROBERT	DRIVER	425.00		425.00						-	425.00
FAGER	TELFORD	CLIFF HANGER	325.00		325.00	120.00	25.00				145.00	180.00
FARLEY	BOB	LANCE DRIVER	500.00		500.00						-	500.00
FLORES	EDGAR, OSVALDO CARRANZA	EAGLE 16	380.00	40.00	420.00	40.00					40.00	380.00
GARCIA	JUAN ANDRADE	CORVETTES	325.00		325.00	40.00					40.00	285.00
GARCIA	MIGUEL ANDRADE	VIPER	350.00		350.00						-	350.00
GUZMAN	RAUL	VOYAGER	325.00	40.00	365.00				50.00	D	50.00	315.00
~~GUZMAN~~	~~GERONIMO~~	~~LANCE DRIVER~~	500.00	Lance paid	500.00						-	500.00
HALL	JERRY	SHOP/DRIVER	500.00		500.00			100.00			100.00	400.00
HOLMES	JOHN	CLIFF HANGER	325.00		325.00				50.00	D	50.00	275.00
JARQUIN	DARIO DIAZ	BEARS	325.00		325.00						-	325.00
LOVE	DAVID	DRIVER	450.00		450.00	40.00					40.00	410.00
MCARTER	DEAN	OFFICE	300.00		300.00						-	300.00
OLINSKI	TIM	WINTER QUARTERS DRIVER	500.00		500.00						-	500.00
OLIVA	ISIDRO, MORALES	SCRAMBLER	350.00		350.00						-	350.00
PAREDES	JUAN CARLOS FERNANDEZ	DRIVER	505.00		505.00						-	505.00
PATTERSON	LARRY	RING	325.00		325.00	120.00			50.00	D	170.00	155.00
PEREZ	DIEGO IMILIO SAINZ	BEARS	325.00		325.00						-	325.00
REYES	ROBERT	DRIVER	500.00		500.00						-	500.00
RITSCH	DAMIEN	DRIVER/PARKING	400.00		400.00						-	400.00
ROMERO	ANTONIO GARCIA	VIPER	365.00		365.00						-	365.00
SALVADOR	JAVIER HERNANDEZ	CAROUSEL	350.00		350.00						-	350.00
SALVADOR	PRIMITIVO, MATEO		350.00		350.00						-	350.00
SERVICE	JASON	SCRAMBLER	325.00		325.00	120.00	15.00		50.00	D	185.00	140.00
SHAFFER	SALLY	OFFICE	300.00		300.00						-	300.00
SHINABERY	STEVEN, MATT	EAGLE 16	350.00		350.00	240.00			50.00	D	290.00	60.00
TORRENCE	HUEY	RING	350.00		350.00	40.00		50.00			90.00	260.00
VASQUEZ	ASCENCION, ALEJO	CAROUSEL	365.00		365.00	40.00					40.00	325.00
VASQUEZ	DAVID	SANITATION	350.00	40.00	390.00			100.00	50.00	M	150.00	240.00
			14,890.00	120.00	15,010.00	1,160.00	65.00	350.00	400.00		1,975.00	13,035.00
											RENT=	400.00
											SAVINGS=	350.00
												13,785.00

AR - 2238

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payslips

LANEY COLLEGE

2013

03/18/2013 - 03/24/2013

and 03/25/2013 - 03/31/2013

(L)

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Butler000658
AR - 2239

THURSDAY			
FRIDAY	3		
SATURDAY	8.25	-21	
SUNDAY	4.5	-14	
MONDAY	OFF		
TUESDAY	OFF		
WEDNESDAY			
TOTALS	15.75	-35	
TISHA			
GROSS	126		
O/S & DRAWS	-35		
NET	161		

Confidential

	HOURS	O/S	DRAWS
THURSDAY	2		
FRIDAY	5.5		
SATURDAY	10		
SUNDAY	9.5		
MONDAY	8.75		
TUESDAY	8.25		
WEDNESDAY			
TOTALS	44		
DEBBIE EMHIESER			
GROSS	352		
O/S & DRAWS			
NET	352		

Confidential

	HOURS	O/S	DRAWS
THURSDAY	8		
RIDAY	8	-75	
SATURDAY	9		
SUNDAY			
MONDAY			
TUESDAY			
WEDNESDAY	8		
TOTALS	33	-75	
LEIGHANN THRELKELD			
GROSS	264		
O/S & DRAWS	-75		
NET	189		

Confidential

	HOURS	O/S	DRAWS
THURSDAY			
FRIDAY	4	-2	60
SATURDAY	8.5		60
SUNDAY	8.5	-8	20
MONDAY	8		40
TUESDAY	8		
WEDNESDAY			
TOTALS	37	-10	180
LEIGHANN THRELKELD			
GROSS	296	-87.5	
O/S & DRAWS	170		
NET	126		

Confidential

	HOURS	O/S	DRAWS
HURSDAY	1		
FRIDAY	6		
SATURDAY	10		
SUNDAY	9.5		
MONDAY	8.75		
TUESDAY	7		
WEDNESDAY			
TOTALS	42.25		
DEBRA			
GROSS	338		
O/S & DRAWS			
NET	338		
WEEK ENDING 3/26/13			

Confidential

	HOURS	O/S	DRAWS
THURSDAY	2		
FRIDAY	4.75	-3	
SATURDAY	10	2	
SUNDAY	10	-9	
MONDAY	8.25		
TUESDAY	9	20	
WEDNESDAY			
TOTALS	44	10	
GUY RUBIO			
GROSS	407		
O/S & DRAWS	10		
NET	397		

Confidential

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	HOURS	O/S	DRAWS
THURSDAY			
FRIDAY	6.75	-9	
SATURDAY	11	-15	
SUNDAY	10.25	18	
MONDAY	9.25	-24	
TUESDAY	9	2	
WEDNESDAY			
TOTALS	46.25	-28	
SANJUANA RUBIO			
GROSS	$ 404.69		
O/S & DRAWS	-28		
NET	$ 432.69		

Confidential

DRAWS: $187.00
NET: $138.00

NAME: TONY DIXON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/19/2013	12:00:00 AM	OFF	0	0
WEDNESDAY	3/20/2013	3PM	9PM	2	4
THURSDAY	3/21/2013	8PM	3AM	2	5
FRIDAY	3/22/2013	3PM	7PM	1	3
SATURDAY	3/23/2013	10AM	5PM	2	5
SUNDAY	3/24/2013	10AM	5PM	2	5

WORKWEEK HOURS TOTAL: 22

EMPLOYEE SIGNATURE:

Confidential

DRAWS: $80.00
NET: $420.00

NAME: HANE BYRD

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013				
TUESDAY	3/12/2013		SEE DRIVER		
WEDNESDAY	3/13/2013		LOGS FOR		
THURSDAY	3/14/2013		HOURS		
FRIDAY	3/15/2013				
SATURDAY	3/16/2013				
SUNDAY	3/17/2013				

WORKWEEK HOURS TOTAL: 0

EMPLOYEE SIGNATURE:

Confidential

PAY: $325.00
DRAWS: $35.00
NET: $290.00

NAME: KAMERON GRANT

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/19/2013	12:00:00 AM	OFF	0	0
WEDNESDAY	3/20/2013	3PM	9PM	2	4
THURSDAY	3/21/2013	8PM	3AM	2	5
FRIDAY	3/22/2013	7PM	11PM	1	3
SATURDAY	3/23/2013	5PM	11PM	2	4
SUNDAY	3/24/2013	5PM	11PM	2	4

WORKWEEK HOURS TOTAL:

EMPLOYEE SIGNATURE:

Confidential

PAY: $1,500.00
DRAWS: $0.00
NET: $1,500.00

NAME: MANUEL MARTINEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/11/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/12/2013	3PM	7PM	1	3
WEDNESDAY	3/13/2013	8AM	2PM	2	4
THURSDAY	3/14/2013	2PM	6PM	1	3
FRIDAY	3/15/2013	2PM	6PM	1	3
SATURDAY	3/16/2013	10AM	5PM	2	5
SUNDAY	3/17/2013	11AM	5PM	2	4

WORKWEEK HOURS TOTAL:

EMPLOYEE SIGNATURE:

Confidential

PAY: $325.00
DRAWS: $175.00
NET: $150.00

NAME: KEVIN LYNCH

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/19/2013	12:00:00 AM	OFF	0	0
EDNESDAY	3/20/2013	3PM	9PM	2	4
THURSDAY	3/21/2013	8PM	3AM	2	5
FRIDAY	3/22/2013	3PM	7PM	1	3
SATURDAY	3/23/2013	10AM	5PM	2	5
SUNDAY	3/24/2013	10AM	5PM	2	5

WORKWEEK HOURS TOTAL: 22

EMPLOYEE SIGNATURE:

Confidential

PAY: $1,500.00
DRAWS: $0.00
NET: $1,500.00

NAME: MANUEL MARTINEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/19/2013	12:00:00 AM	OFF	0	0
WEDNESDAY	3/20/2013	3PM	9PM	2	4
THURSDAY	3/21/2013	8PM	3AM	2	5
FRIDAY	3/22/2013	7PM	11PM	1	3
SATURDAY	3/23/2013	5PM	11PM	2	4
SUNDAY	3/24/2013	5PM	11PM	2	4

WORKWEEK HOURS TOTAL: 20

EMPLOYEE SIGNATURE:

Confidential

Confidential

PAY: $1,000.00
DRAWS: $0.00
NET: $1,000.00

NAME: RAUL VILLA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/19/2013	12:00:00 AM	OFF	0	0
WEDNESDAY	3/20/2013	3PM	9PM	2	4
THURSDAY	3/21/2013	8PM	3AM	2	5
FRIDAY	3/22/2013	7PM	11PM	1	3
SATURDAY	3/23/2013	5PM	11PM	2	4
SUNDAY	3/24/2013	5PM	11PM	2	4

WORKWEEK HOURS TOTAL: 20

EMPLOYEE SIGNATURE:

Butler's

Confidential

Butler000664

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: JOSE CASTRO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/19/2013	12:00:00 AM	OFF	0	0
WEDNESDAY	3/20/2013	3PM	9PM	2	4
THURSDAY	3/21/2013	8PM	3AM	2	5
FRIDAY	3/22/2013	7PM	11PM	1	3
SATURDAY	3/23/2013	5PM	11PM	2	4
SUNDAY	3/24/2013	5PM	11PM	2	4

WORKWEEK HOURS TOTAL: 20

EMPLOYEE SIGNATURE: [redacted]

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: BONIFACIO QUIJANO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/19/2013	12:00:00 AM	OFF	0	0
WEDNESDAY	3/20/2013	3PM	9PM	2	4
THURSDAY	3/21/2013	9 A.M	3AM	2	5
FRIDAY	3/22/2013	3PM	7PM	1	3
SATURDAY	3/23/2013	10AM	5PM	2	5
SUNDAY	3/24/2013	10AM	5PM	2	5

WORKWEEK HOURS TOTAL: 22

EMPLOYEE SIGNATURE: [redacted]

PAY: $364.00
DRAWS: $320.00
NET: $44.00

NAME: JOSEPH GUILLEN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013		OFF	0	0
TUESDAY	3/19/2013		OFF	0	0
WEDNESDAY	3/20/2013	3PM	9PM	2	4
THURSDAY	3/21/2013	8PM	3AM	2	5
FRIDAY	3/22/2013	3PM	7PM	1	3
SATURDAY	3/23/2013		OFF	0	0
SUNDAY	3/24/2013	10AM	5PM	2	5

WORKWEEK HOURS TOTAL: 17

EMPLOYEE SIGNATURE: [redacted]

PAY: $425.00
DRAWS: $80.00
NET: $345.00

NAME: JOSE SALAZAR

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/19/2013	12:00:00 AM	OFF	0	0
WEDNESDAY	3/20/2013	3PM	9PM	2	4
THURSDAY	3/21/2013	8PM	3AM	2	5
FRIDAY	3/22/2013	3PM	7PM	1	3
SATURDAY	3/23/2013	10AM	5PM	2	5
SUNDAY	3/24/2013	10AM	5PM	2	5

WORKWEEK HOURS TOTAL: 22

EMPLOYEE SIGNATURE: [redacted]

PAY: $[illegible]
DRAWS: $0.[illegible]
NET: $325.[illegible]

NAME: FELIX RAMOS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/19/2013	12:00:00 AM	OFF	0	0
WEDNESDAY	3/20/2013	3PM	9PM	2	4
THURSDAY	3/21/2013	8PM	3AM	2	5
FRIDAY	3/22/2013	7PM	11PM	1	3
SATURDAY	3/23/2013	5PM	11PM	2	4
SUNDAY	3/24/2013	5PM	11PM	2	4

WORKWEEK HOURS TOTAL: 20

EMPLOYEE SIGNATURE: [redacted]

PAY: $650.00
DRAWS: $0.00
NET: $650.00

NAME: FRANK MOBLEY

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
[illegible]DAY	3/18/2013	12:00:00 AM	OFF	0	0
[illegible]SDAY	3/19/2013	12:00:00 AM	OFF	0	0
WEDNESDAY	3/20/2013	3PM	9PM	2	4
THURSDAY	3/21/2013	8PM	3AM	2	5
FRIDAY	3/22/2013	3PM	7PM	1	3
SATURDAY	3/23/2013	10AM	5PM	2	5
SUNDAY	3/24/2013	10AM	5PM	2	5

WORKWEEK HOURS TOTAL: 22

PLOYEE SIGNATURE: Confidential

PAY: $350.00
DRAWS: $80.00
NET: $270.00

NAME: RAUL SEDANO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013		OFF	0	0
TUESDAY	3/19/2013		OFF	0	0
WEDNESDAY	3/20/2013	3PM	9PM	2	4
THURSDAY	3/21/2013	8PM	3AM	2	5
FRIDAY	3/22/2013	3PM	7PM	1	3
SATURDAY	3/23/2013	10AM	5PM	2	5
SUNDAY	3/24/2013	10AM	5PM	2	5

WORKWEEK HOURS TOTAL: 22

EMPLOYEE SIGNATURE: Confidential

PAY: $650.00
DRAWS: $0.00
NET: $650.00

AME: RON COON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/19/2013	12:00:00 AM	OFF	0	0
EDNESDAY	3/20/2013	3PM	9PM	2	4
THURSDAY	3/21/2013	8PM	3AM	2	5
FRIDAY	3/22/2013	3PM	7PM	1	3
SATURDAY	3/23/2013	10AM	5PM	2	5
SUNDAY	3/24/2013	10AM	5PM	2	5

WORKWEEK HOURS TOTAL: 22

OYE. ATURE: Confidential

PAY: $325.00
DRAWS: $160.00
NET: $165.00

NAME: RICKY LAJOICES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/19/2013	12:00:00 AM	OFF	0	0
WEDNESDAY	3/20/2013	3PM	9PM	2	4
THURSDAY	3/21/2013	8PM	3AM	2	5
FRIDAY	3/22/2013	7PM	11PM	1	3
SATURDAY	3/23/2013	5PM	11PM	2	4
SUNDAY	3/24/2013	5PM	11PM	2	4

WORKWEEK HOURS TOTAL: 20

EMPLOYEE SIGNATURE: Confidential Confidential

PAY: $325.00
DRAWS: $0.00
NET: $325.00

AME: LAZARO QUIJANO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/19/2013	12:00:00 AM	OFF	0	0
WEDNESDAY	3/20/2013	3PM	9PM	2	4
THURSDAY	3/21/2013	8PM	3AM	2	5
FRIDAY	3/22/2013	7PM	11PM	1	3
SATURDAY	3/23/2013	5PM	11PM	2	4
SUNDAY	3/24/2013	5PM	11PM	2	4

WORKWEEK HOURS TOTAL: 20

APLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $80.00
NET: $245.00

NAME: DANNY LOWER

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/19/2013	12:00:00 AM	OFF	0	0
WEDNESDAY	3/20/2013	3PM	9PM	2	4
THURSDAY	3/21/2013	8PM	3AM	2	5
FRIDAY	3/22/2013	3PM	7PM	1	3
SATURDAY	3/23/2013	10AM	5PM	2	5
SUNDAY	3/24/2013	10AM	5PM	2	5

WORKWEEK HOURS TOTAL: 22

EMPLOYEE SIGNATURE: Confidential

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PAY: $350.00
$0.00
NET: $350.00

ME: AURELIO MARQUEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/19/2013	12:00:00 AM	OFF	0	0
EDNESDAY	3/20/2013	3PM	9PM	2	4
THURSDAY	3/21/2013	8PM	3AM	2	5
FRIDAY	3/22/2013	7PM	11PM	1	3
SATURDAY	3/23/2013	5PM	11PM	2	4
SUNDAY	3/24/2013	5PM	11PM	2	4

WORKWEEK
OURS TOTAL: 20

OYEE SIGNATURE: Confidential

PAY: $350.00
DRAWS: $180.00
NET: $170.00

NAME: MARK BOOTH

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/19/2013	12:00:00 AM	OFF	0	0
WEDNESDAY	3/20/2013	3PM	9PM	2	4
THURSDAY	3/21/2013	8PM	3AM	2	5
FRIDAY	3/22/2013	3PM	7PM	1	3
SATURDAY	3/23/2013	10AM	5PM	2	5
SUNDAY	3/24/2013	10AM	5PM	2	5

WORKWEEK
HOURS TOTAL: 22

EMPLOYEE SIGNATURE: Confidential

PAY: $279.00
DRAWS: $80.00
NET: $199.00

NAME: [redacted]

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013		OFF	0	0
TUESDAY	3/19/2013		OFF	0	0
WEDNESDAY	3/20/2013	3PM	9PM	2	4
THURSDAY	3/21/2013	8PM	3AM	2	5
FRIDAY	3/22/2013	3PM	7PM	1	3
SATURDAY	3/23/2013		OFF		
SUNDAY	3/24/2013	10AM	5PM	2	5

WORKWEEK
HOURS TOTAL: 17

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $80.00
NET: $245.00

NAME: IRVING PORTILLA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/19/2013	12:00:00 AM	OFF	0	0
WEDNESDAY	3/20/2013	3PM	9PM	2	4
THURSDAY	3/21/2013	8PM	3AM	2	5
FRIDAY	3/22/2013	7PM	11PM	1	3
SATURDAY	3/23/2013	5PM	11PM	2	4
SUNDAY	3/24/2013	5PM	11PM	2	4

WORKWEEK
HOURS TOTAL: 20

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $0.00
NET: $325.00

AME: ENRIQUE LUNA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/19/2013	12:00:00 AM	OFF	0	0
VEDNESDAY	3/20/2013	3PM	9PM	2	4
THURSDAY	3/21/2013	8PM	3AM	2	5
FRIDAY	3/22/2013	7PM	11PM	1	3
SATURDAY	3/23/2013	5PM	11PM	2	4
SUNDAY	3/24/2013	5PM	11PM	2	4

WORKWEEK
IOURS TOTAL: 20

LOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $27.00
NET: $298.00

NAME: OMAR ARELLANO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/19/2013	12:00:00 AM	OFF	0	0
WEDNESDAY	3/20/2013	3PM	9PM	2	4
THURSDAY	3/21/2013	8PM	3AM	2	5
FRIDAY	3/22/2013	3PM	7PM	1	3
SATURDAY	3/23/2013	10AM	5PM	2	5
SUNDAY	3/24/2013	10AM	5PM	2	5

WORKWEEK
HOURS TOTAL: 22

EMPLOYEE SIGNATURE: Confidential

PAY: $355.00
DRAWS: $0.00
NET: $355.00

NAME: MARIANO GONZALEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
[illegible]DAY	3/18/2013	12:00:00 AM	OFF	0	0
[illegible]AY	3/19/2013	12:00:00 AM	OFF	0	0
WEDNESDAY	3/20/2013	3PM	9PM	2	4
THURSDAY	3/21/2013	8PM	3AM	2	5
FRIDAY	3/22/2013	7PM	11PM	1	3
SATURDAY	3/23/2013	5PM	11PM	2	4
SUNDAY	3/24/2013	5PM	11PM	2	4

WORKWEEK HOURS TOTAL: 20

[illegible]LOYEE SIGNATURE: Confidential

PAY: $350.00
DRAWS: $40.00
NET: $310.00

NAME: CRECENCIANO PENA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/19/2013	12:00:00 AM	OFF	0	0
WEDNESDAY	3/20/2013	3PM	9PM	2	4
THURSDAY	3/21/2013	8PM	3AM	2	5
FRIDAY	3/22/2013	3PM	7PM	1	3
SATURDAY	3/23/2013	10AM	5PM	2	5
SUNDAY	3/24/2013	10AM	5PM	2	5

WORKWEEK HOURS TOTAL: 22

EMPLOYEE SIGNATURE: Confidential

PAY: $400.00
DRAWS: $40.00
NET: $360.00

NAME: CARLOS PERDOMO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/19/2013	12:00:00 AM	OFF	0	0
WEDNESDAY	3/20/2013	3PM	9PM	2	4
THURSDAY	3/21/2013	8PM	3AM	2	5
FRIDAY	3/22/2013	7PM	11PM	1	3
SATURDAY	3/23/2013	5PM	11PM	2	4
SUNDAY	3/24/2013	5PM	11PM	2	4

WORKWEEK HOURS TOTAL: 20

[illegible]GNATURE: Confidential

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: VICENTE MARTINEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/19/2013	12:00:00 AM	OFF	0	0
WEDNESDAY	3/20/2013	3PM	9PM	2	4
THURSDAY	3/21/2013	8PM	3AM	2	5
FRIDAY	3/22/2013	3PM	7PM	1	3
SATURDAY	3/23/2013	10AM	5PM	2	5
SUNDAY	3/24/2013	10AM	5PM	2	5

WORKWEEK HOURS TOTAL: 22

EMPLOYEE SIGNATURE: Confidential

PAY: $340.00
DRAWS: $40.00
NET: $300.00

NAME: MARIO CAMPOS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/19/2013	12:00:00 AM	OFF	0	0
WEDNESDAY	3/20/2013	3PM	9PM	2	4
THURSDAY	3/21/2013	8PM	3AM	2	5
FRIDAY	3/22/2013	3PM	7PM	1	3
SATURDAY	3/23/2013	10AM	5PM	2	5
SUNDAY	3/24/2013	10AM	5PM	2	5

WORKWEEK HOURS TOTAL: 22

[illegible]PLOYEE SIGNATURE: Confidential

PAY: $375.0
DRAWS: $0.0
NET: $375.0

NAME: FERNANDO SALAS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOUR
MONDAY	3/18/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/19/2013	12:00:00 AM	OFF	0	0
WEDNESDAY	3/20/2013	3PM	9PM	2	4
THURSDAY	3/21/2013	8PM	3AM	2	5
FRIDAY	3/22/2013	3PM	7PM	1	3
SATURDAY	3/23/2013	10AM	5PM	2	5
SUNDAY	3/24/2013	10AM	5PM	2	5

WORKWEEK HOURS TOTAL: 22

EMPLOYEE SIGNATURE: Confidential

Butler's Exh. 26, p. 668

PAY: $350.00
: $0.00
NET: $350.00

ME: ESTEBAN DE LA CRUZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/19/2013	12:00:00 AM	OFF	0	0
EDNESDAY	3/20/2013	3PM	9PM	2	4
THURSDAY	3/21/2013	8PM	3AM	2	5
FRIDAY	3/22/2013	7PM	11PM	1	3
SATURDAY	3/23/2013	5PM	11PM	2	4
SUNDAY	3/24/2013	5PM	11PM	2	4

ORKWEEK
URS TOTAL: 20

YEE SIGNATURE:

Confidential

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: RUDY ALEMAN

DAY	DATE	IN	OUT	BREAKS	TOTAL HO
MONDAY	3/18/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/19/2013	12:00:00 AM	OFF	0	0
WEDNESDAY	3/20/2013	3PM	9PM	2	4
THURSDAY	3/21/2013	8PM	3AM	2	5
FRIDAY	3/22/2013	7PM	11PM	1	3
SATURDAY	3/23/2013	5PM	11PM	2	4
SUNDAY	3/24/2013	5PM	11PM	2	4

WORKWEEK HOURS TOTAL: 20

EMPLOYEE SIGNATURE:

Confidential

PAY: $325.00
DRAWS: $60.00
NET: $265.00

NAME: VU NGUYEN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/19/2013	12:00:00 AM	OFF	0	0
WEDNESDAY	3/20/2013	3PM	9PM	2	4
THURSDAY	3/21/2013	8PM	3AM	2	5
FRIDAY	3/22/2013	7PM	11PM	1	3
SATURDAY	3/23/2013	5PM	11PM	2	4
SUNDAY	3/24/2013	5PM	11PM	2	4

WORKWEEK HOURS TOTAL: 20

PLOYEE SIGNATURE:

Confidential

PAY: $325.00
DRAWS: $160.00
NET: $165.00

NAME: CURTIS SUTTON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/19/2013	12:00:00 AM	OFF	0	0
WEDNESDAY	3/20/2013	3PM	9PM	2	4
THURSDAY	3/21/2013	8PM	3AM	2	5
FRIDAY	3/22/2013	7PM	11PM	1	3
SATURDAY	3/23/2013	5PM	11PM	2	4
SUNDAY	3/24/2013	5PM	11PM	2	4

WORKWEEK HOURS TOTAL: 20

EMPLOYEE SIGNATURE:

Confidential

Confidential

PAY: $325.00
DRAWS: $220.00
NET: $105.00

ME: STEVEN BINNEBOSE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/19/2013	12:00:00 AM	OFF	0	0
EDNESDAY	3/20/2013	3PM	9PM	2	4
THURSDAY	3/21/2013	8PM	3AM	2	5
FRIDAY	3/22/2013	3PM	7PM	1	3
SATURDAY	3/23/2013	10AM	5PM	2	5
SUNDAY	3/24/2013	10AM	5PM	2	5

WORKWEEK
OURS TOTAL: 22

LOYEE SIGNATURE:

Confidential

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: LUIS BORJAS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/19/2013	12:00:00 AM	OFF	0	0
WEDNESDAY	3/20/2013	3PM	9PM	2	4
THURSDAY	3/21/2013	8PM	3AM	2	5
FRIDAY	3/22/2013	3PM	7PM	1	3
SATURDAY	3/23/2013	10AM	5PM	2	5
SUNDAY	3/24/2013	10AM	5PM	2	5

WORKWEEK HOURS TOTAL: 22

EMPLOYEE SIGNATURE:

Confidential

PAY: $1,000.00
DRAWS: $0.00
NET: $1,000.00

NAME: PAUL FARNUM

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
M...AY	3/18/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/19/2013	12:00:00 AM	OFF	0	0
EDNESDAY	3/20/2013	3PM	9PM	2	4
THURSDAY	3/21/2013	8PM	3AM	2	5
FRIDAY	3/22/2013	7PM	11PM	1	3
SATURDAY	3/23/2013	5PM	11PM	2	4
SUNDAY	3/24/2013	5PM	11PM	2	4

WORKWEEK HOURS TOTAL: 20

Confidential

...OYEE SIGNATURE:

PAY: $325.00
DRAWS: $80.00
NET: $245.00

NAME: ALEJANDRO PEREZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/19/2013	12:00:00 AM	OFF	0	0
WEDNESDAY	3/20/2013	3PM	9PM	2	4
THURSDAY	3/21/2013	8PM	3AM	2	5
FRIDAY	3/22/2013	3PM	7PM	1	3
SATURDAY	3/23/2013	10AM	5PM	2	5
SUNDAY	3/24/2013	10AM	5PM	2	5

WORKWEEK HOURS TOTAL: 22

Confidential

EMPLOYEE SIGNATURE:

PAY: $325.00
DRAWS: $140.00
NET: $185.00

NAME: RAMIRO SANCHEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/19/2013	12:00:00 AM	OFF	0	0
WEDNESDAY	3/20/2013	3PM	9PM	2	4
THURSDAY	3/21/2013	8PM	3AM	2	5
FRIDAY	3/22/2013	3PM	7PM	1	3
SATURDAY	3/23/2013	10AM	5PM	2	5
SUNDAY	3/24/2013	10AM	5PM	2	5

...WEEK ...S TOTAL: ...2

Confidential

EMPLOYEE SIGNATURE:

PAY: $325.00
DRAWS: $80.00
NET: $245.00

NAME: MIGUEL GALLEGOS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/19/2013	12:00:00 AM	OFF	0	0
WEDNESDAY	3/20/2013	3PM	9PM	2	4
THURSDAY	3/21/2013	8PM	3AM	2	5
FRIDAY	3/22/2013	7PM	11PM	1	3
SATURDAY	3/23/2013	5PM	11PM	2	4
SUNDAY	3/24/2013	5PM	11PM	2	4

WORKWEEK HOURS TOTAL: 20

Confidential

EMPLOYEE SIGNATURE:

PAY: $400.00
DRAWS: $40.00
NET: $360.00

NAME: TIM HUCKABA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013				
TUESDAY	3/19/2013		SEE DRIVER		
WEDNESDAY	3/20/2013		LOGS FOR		
THURSDAY	3/21/2013		HOURS		
FRIDAY	3/22/2013				
SATURDAY	3/23/2013				
SUNDAY	3/24/2013				

WORKWEEK HOURS TOTAL: 0

Confidential

EMPLOYEE SIGNATURE:

PAY: $650.00
DRAWS: $0.00
NET: $650.00

NAME: GREGORIO HERNANDEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/19/2013	12:00:00 AM	OFF	0	0
WEDNESDAY	3/20/2013	3PM	9PM	2	4
THURSDAY	3/21/2013	8PM	3AM	2	5
FRIDAY	3/22/2013	7PM	11PM	1	3
SATURDAY	3/23/2013	5PM	11PM	2	4
SUNDAY	3/24/2013	5PM	11PM	2	4

WORKWEEK HOURS TOTAL: 20

Confidential

EMPLOYEE SIGNATURE:

PAY: $425.00
RAWS: $0.00
NET: $425.00

ME: CLEMENTE PENA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/19/2013	12:00:00 AM	OFF	0	0
EDNESDAY	3/20/2013	3PM	9PM	2	4
THURSDAY	3/21/2013	8PM	3AM	2	5
FRIDAY	3/22/2013	3PM	7PM	1	3
SATURDAY	3/23/2013	10AM	5PM	2	5
SUNDAY	3/24/2013	10AM	5PM	2	5

Confidential

ORKWEEK
URS TOTAL: 22

OYEE SIGNATURE:

PAY: $325.00
DRAWS: $160.00
NET: $165.00

NAME: JAMES STRYKER

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/19/2013	12:00:00 AM	OFF	0	0
WEDNESDAY	3/20/2013	3PM	9PM	2	4
THURSDAY	3/21/2013	8PM	3AM	2	5
FRIDAY	3/22/2013	3PM	7PM	1	3
SATURDAY	3/23/2013	10AM	5PM	2	5
SUNDAY	3/24/2013	10AM	5PM	2	5

Confidential

WORKWEEK
HOURS TOTAL: 22

EMPLOYEE SIGNATURE:

PAY: $425.00
DRAWS: $40.00
NET: $385.00

IAME: ELIX SILVA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/19/2013	12:00:00 AM	OFF	0	0
WEDNESDAY	3/20/2013	3PM	9PM	2	4
THURSDAY	3/21/2013	8PM	3AM	2	5
FRIDAY	3/22/2013	7PM	11PM	1	3
SATURDAY	3/23/2013	5PM	11PM	2	4
SUNDAY	3/24/2013	5PM	11PM	2	4

Confidential

ORKWEEK
URS TOTAL: 20

PLOYEE SIGNATURE:

PAY: $340.00
DRAWS: $60.00
NET: $280.00

NAME: SERGIO MARTINEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/19/2013	12:00:00 AM	OFF	0	0
WEDNESDAY	3/20/2013	3PM	9PM	2	4
THURSDAY	3/21/2013	8PM	3AM	2	5
FRIDAY	3/22/2013	7PM	11PM	1	3
SATURDAY	3/23/2013	5PM	11PM	2	4
SUNDAY	3/24/2013	5PM	11PM	2	4

Confidential

WORKWEEK
HOURS TOTAL: 20

PLOYEE SIGNATURE:

PAY: $350.00
DRAWS: $0.00
NET: $350.00

ME: JAIME MENDOZA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/19/2013	12:00:00 AM	OFF	0	0
VEDNESDAY	3/20/2013	3PM	9PM	2	4
THURSDAY	3/21/2013	8PM	3AM	2	5
FRIDAY	3/22/2013	7PM	11PM	1	3
SATURDAY	3/23/2013	5PM	11PM	2	4
SUNDAY	3/24/2013	5PM	11PM	2	4

Confidential

WORKWEEK
HOURS TOTAL: 20

PLOYEE SIGNATURE:

PAY: $325.00
DRAWS: $80.00
NET: $245.00

NAME: FRANCISCO MENDOZA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/19/2013	12:00:00 AM	OFF	0	0
WEDNESDAY	3/20/2013	3PM	9PM	2	4
THURSDAY	3/21/2013	8PM	3AM	2	5
FRIDAY	3/22/2013	7PM	11PM	1	3
SATURDAY	3/23/2013	5PM	11PM	2	4
SUNDAY	3/24/2013	5PM	11PM	2	4

Confidential

WORKWEEK
HOURS TOTAL: 20

EMPLOYEE SIGNATURE:

PAY: $325.00
DRAWS: $40.00
NET: $285.00

NAME: JOSE HERNANDEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
[illegible]DAY	3/18/2013	12:00:00 AM	OFF	0	0
[illegible]SDAY	3/19/2013	12:00:00 AM	OFF	0	0
WEDNESDAY	3/20/2013	3PM	9PM	2	4
THURSDAY	3/21/2013	8PM	3AM	2	5
FRIDAY	3/22/2013	7PM	11PM	1	3
SATURDAY	3/23/2013	5PM	11PM	2	4
SUNDAY	3/24/2013	5PM	11PM	2	4

WORKWEEK HOURS TOTAL: 20

LOYEE SIGNATURE: Confidential

PAY: $375.00
DRAWS: $80.00
NET: $295.00

NAME: CARLOS HERRERA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/19/2013	12:00:00 AM	OFF	0	0
WEDNESDAY	3/20/2013	3PM	9PM	2	4
THURSDAY	3/21/2013	8PM	3AM	2	5
FRIDAY	3/22/2013	3PM	7PM	1	3
SATURDAY	3/23/2013	10AM	5PM	2	5
SUNDAY	3/24/2013	10AM	5PM	2	5

WORKWEEK HOURS TOTAL: Confidential 22

EMPLOYEE SIGNATURE:

PAY: $385.00
DRAWS: $40.00
NET: $345.00

NAME: ROBERTO PENA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/19/2013	12:00:00 AM	OFF	0	0
WEDNESDAY	3/20/2013	3PM	9PM	2	4
THURSDAY	3/21/2013	8PM	3AM	2	5
FRIDAY	3/22/2013	7PM	11PM	1	3
SATURDAY	3/23/2013	5PM	11PM	2	4
SUNDAY	3/24/2013	5PM	11PM	2	4

WORKWEEK HOURS TOTAL: 20

E SIGNATURE: Confidential

PAY: $232.00
DRAWS: $40.00
NET: $192.00

NAME: [illegible]BROY BRIGHAM

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013		OFF	0	0
TUESDAY	3/19/2013		OFF	0	0
WEDNESDAY	3/20/2013	3PM	9PM	2	4
THURSDAY	3/21/2013	8PM	3AM	2	5
FRIDAY	3/22/2013	3PM	7PM	1	3
SATURDAY	3/23/2013	10AM	5PM	2	5
SUNDAY	3/24/2013	10AM	5PM	2	5

WORKWEEK HOURS TOTAL: 22

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $80.00
NET: $245.00

NAME: INOCENCIO ZEPEDA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/19/2013	12:00:00 AM	OFF	0	0
WEDNESDAY	3/20/2013	3PM	9PM	2	4
THURSDAY	3/21/2013	8PM	3AM	2	5
FRIDAY	3/22/2013	7PM	11PM	1	3
SATURDAY	3/23/2013	5PM	11PM	2	4
SUNDAY	3/24/2013	5PM	11PM	2	4

WORKWEEK HOURS TOTAL: Confidential 20

EMPLOYEE SIGNATURE:

PAY: $139.00
DRAWS: $95.00
NET: $44.00

NAME: [illegible]VERONICA ROCHELL

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013		OFF	0	0
TUESDAY	3/19/2013		OFF	0	0
WEDNESDAY	3/20/2013		OFF	0	0
THURSDAY	3/21/2013		OFF	0	0
FRIDAY	3/22/2013	7PM	11PM	1	3
SATURDAY	3/23/2013	5PM	11PM	2	4
SUNDAY	3/24/2013	5PM	11PM	2	4

WORKWEEK HOURS TOTAL:

EMPLOYEE SIGNATURE: Confidential

Butler's Exh. 26, p. 672

PAY: $325.00
DRAWS: $40.00
NET: $285.00

NAME: EDGAR PEREZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/19/2013	12:00:00 AM	OFF	0	0
WEDNESDAY	3/20/2013	3PM	9PM	2	4
THURSDAY	3/21/2013	8PM	3AM	2	5
FRIDAY	3/22/2013	3PM	7PM	1	3
SATURDAY	3/23/2013	10AM	5PM	2	5
SUNDAY	3/24/2013	10AM	5PM	2	5

WORKWEEK HOURS TOTAL: 22

EMPLOYEE SIGNATURE:

PAY: $360.00
DRAWS: $80.00
NET: $280.00

NAME: GERMAN CALDERON

DAY	DATE	IN	OUT	BREAKS	TOTAL HO
MONDAY	3/18/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/19/2013	12:00:00 AM	OFF	0	0
WEDNESDAY	3/20/2013	3PM	9PM	2	4
THURSDAY	3/21/2013	8PM	3AM	2	5
FRIDAY	3/22/2013	3PM	7PM	1	3
SATURDAY	3/23/2013	10AM	5PM	2	5
SUNDAY	3/24/2013	10AM	5PM	2	5

WORKWEEK HOURS TOTAL: 22

EMPLOYEE SIGNATURE:

PAY: $375.00
DRAWS: $160.00
NET: $215.00

ME: RONNIE BROWN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/19/2013	12:00:00 AM	OFF	0	0
DNESDAY	3/20/2013	3PM	9PM	2	4
HURSDAY	3/21/2013	8PM	3AM	2	5
FRIDAY	3/22/2013	3PM	7PM	1	3
ATURDAY	3/23/2013	10AM	5PM	2	5
SUNDAY	3/24/2013	10AM	5PM	2	5

RKWEEK
IS TOTAL: 22

E SIGNATURE:

PAY: $325.00
DRAWS: $40.00
NET: $285.00

NAME: CALEPH ELDRIDGE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/19/2013	12:00:00 AM	OFF	0	0
WEDNESDAY	3/20/2013	3PM	9PM	2	4
THURSDAY	3/21/2013	8PM	3AM	2	5
FRIDAY	3/22/2013	3PM	7PM	1	3
SATURDAY	3/23/2013	10AM	5PM	2	5
SUNDAY	3/24/2013	10AM	5PM	2	5

WORKWEEK
OURS TOTAL: 22

EMPLOYEE SIGNATURE:

PAY: $575.00
DRAWS: $100.00
NET: $475.00

E: LONNIE BROWN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	12:00:00 AM	OFF	0	0
UESDAY	3/19/2013	12:00:00 AM	OFF	0	0
NESDAY	3/20/2013	3PM	9PM	2	4
URSDAY	3/21/2013	8PM	3AM	2	5
FRIDAY	3/22/2013	7PM	11PM	1	3
URDAY	3/23/2013	5PM	11PM	2	4
UNDAY	3/24/2013	5PM	11PM	2	4

WEEK
TOTAL: 20

SIGNATURE:

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: ATENODORO MIRANDA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/19/2013	12:00:00 AM	OFF	0	0
WEDNESDAY	3/20/2013	3PM	9PM	2	4
THURSDAY	3/21/2013	8PM	3AM	2	5
FRIDAY	3/22/2013	3PM	7PM	1	3
SATURDAY	3/23/2013	10AM	5PM	2	5
SUNDAY	3/24/2013	10AM	5PM	2	5

WORKWEEK HOURS TOTAL: 22

EMPLOYEE SIGNATURE:

Butler's Exh. 26, p. 673

PAY: $385.00
DRAWS: $40.00
NET: $345.00

NAME: ROGELIO PEREZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
NDAY	3/18/2013	12:00:00 AM	OFF	0	0
SDAY	3/19/2013	12:00:00 AM	OFF	0	0
WEDNESDAY	3/20/2013	3PM	9PM	2	4
THURSDAY	3/21/2013	8PM	3AM	2	5
FRIDAY	3/22/2013	3PM	7PM	1	3
SATURDAY	3/23/2013	10AM	5PM	2	5
SUNDAY	3/24/2013	10AM	5PM	2	5

WORKWEEK HOURS TOTAL: 22

Confidential

MPLOYEE SIGNATURE:

PAY: $325.00
DRAWS: $160.00
NET: $165.00

NAME: JOHN GEORGE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/19/2013	12:00:00 AM	OFF	0	0
WEDNESDAY	3/20/2013	3PM	9PM	2	4
THURSDAY	3/21/2013	8PM	3AM	2	5
FRIDAY	3/22/2013	3PM	7PM	1	3
SATURDAY	3/23/2013	10AM	5PM	2	5
SUNDAY	3/24/2013	10AM	5PM	2	5

WORKWEEK HOURS TOTAL: 22

Confidential

EMPLOYEE SIGNATURE:

PAY: $500.00
DRAWS: $50.00
NET: $450.00

ME: KRISTINE VILLA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/19/2013	12:00:00 AM	OFF	0	0
EDNESDAY	3/20/2013	3PM	9PM	2	4
THURSDAY	3/21/2013	8PM	3AM	2	5
FRIDAY	3/22/2013	7PM	11PM	1	3
SATURDAY	3/23/2013	5PM	11PM	2	4
SUNDAY	3/24/2013	5PM	11PM	2	4

OR
UI
: 20

Confidential

YEE SIGNATURE:

PAY: $375.00
DRAWS: $200.00
NET: $175.00

NAME: BRIAN LONG

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/19/2013	12:00:00 AM	OFF	0	0
WEDNESDAY	3/20/2013	3PM	9PM	2	4
THURSDAY	3/21/2013	8PM	3AM	2	5
FRIDAY	3/22/2013	3PM	7PM	1	3
SATURDAY	3/23/2013	10AM	5PM	2	5
SUNDAY	3/24/2013	10AM	5PM	2	5

WORKWEEK HOURS TOTAL: 22

Confidential

EMPLOYEE SIGNATURE:

PAY: $400.00
DRAWS: $350.00
NET: $50.00

ME: STANLEY YATES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	12:00:00 AM	OFF	0	0
TUESDAY	3/19/2013	12:00:00 AM	OFF	0	0
EDNESDAY	3/20/2013	3PM	9PM	2	4
THURSDAY	3/21/2013	8PM	3AM	2	5
FRIDAY	3/22/2013	7PM	11PM	1	3
SATURDAY	3/23/2013	5PM	11PM	2	4
SUNDAY	3/24/2013	5PM	11PM	2	4

WORKWEEK HOURS TOTAL: 20

Confidential

LOYEE SIGNATURE:

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: JOSE CARMONA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013		OFF	0	0
TUESDAY	3/19/2013		OFF	0	0
WEDNESDAY	3/20/2013	3PM	9PM	2	4
THURSDAY	3/21/2013	8PM	3AM	2	5
FRIDAY	3/22/2013	7PM	11PM	1	3
SATURDAY	3/23/2013	5PM	11PM	2	4
SUNDAY	3/24/2013	5PM	11PM	2	4

WORKWEEK HOURS TOTAL: 20

Confidential

EMPLOYEE SIGNATURE:

Payslips

LANEY COUNTY

2013

03/18/2013 - 03/24/2013

and

03/25/2013 - 03/31/2013

(L)

WEEK 2	HOURS	O/S	DRAWS
THURSDAY	8.75	6	
RIDAY	8.75	-5	
SATURDAY	9.75	-8	-44
SUNDAY	7.5		TRAILER RENT
MONDAY			
TUESDAY			
WEDNESDAY	8	1	
TOTALS	42.75	-6	-44
GUY RUBIO			
GROSS	$ 395.44		
O/S & DRAWS	-50		
NET	$ 345.44		

Confidential

WEEK 2	HOURS	O/S	DRAWS
THURSDAY	9	-20	
FRIDAY	9.25	-1	
SATURDAY	10.25	7	
SUNDAY	7.25	2	
MONDAY			
TUESDAY			
WEDNESDAY	8.5	-4	
TOTALS	44.25	-16	
SANJUANA RUBIO			
GROSS	$ 387.19		
O/S & DRAWS	-16		
NET	$ 371.19		

Confidential

WEEK 2	HOURS	O/S	DRAWS
THURSDAY	8.5		
FRIDAY	8.25		
SATURDAY	8.25		
SUNDAY	5.5		
MONDAY			
TUESDAY			
WEDNESDAY	8		
TOTALS	38.5		
DEBRA			
GROSS	308		
O/S & DRAWS			
NET	308		

Confidential

WEEK 2	HOURS	O/S	DRAWS
THURSDAY	8.25		
FRIDAY	9.25		-44
SATURDAY	9.25		TRAILER RENT
SUNDAY	6.75		
MONDAY			
TUESDAY			
WEDNESDAY	8.5		
TOTALS	42		-44
DEBBIE EMHIESER			
GROSS	336		
O/S & DRAWS	-44		
NET	292		

Confidential

WEEK 2	HOURS	O/S	DRAWS
THURSDAY	5.75		
FRIDAY	6		70
SATURDAY	5.5		LAST WEEK
SUNDAY	OFF		OVER PAID
MONDAY			
TUESDAY			
WEDNESDAY	6.25		
TOTALS	23.5		70
TISHA			
GROSS	188		
O/S & DRAWS	70		
NET	118		

Confidential

WEEK 2	HOURS	O/S	DRAWS
THURSDAY	8.25	4	
FRIDAY	9.25		
SATURDAY	9.25	-91	
SUNDAY	7	2	
MONDAY			
TUESDAY			
WEDNESDAY	8.25		
TOTALS	42	-85	
BECKA LOLLIS			
GROSS	336		
O/S & DRAWS	-85		
NET	251		

Confidential

[redacted]

PAY: $400.00
DRAWS: $40.00
NET: $360.00

NAME: TIM HUCKABA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
[illegible]NDAY	3/25/2013				
[illegible]SDAY	3/26/2013		SEE DRIVER		
WEDNESDAY	3/27/2013		LOGS FOR		
THURSDAY	3/28/2013		HOURS		
FRIDAY	3/29/2013				
SATURDAY	3/30/2013				
SUNDAY	3/31/2013				

WORKWEEK HOURS TOTAL: 0

EMPLOYEE SIGNATURE:

PAY: $375.00
DRAWS: $227.00
NET: $148.00

NAME: RONNIE BROWN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	11AM	5PM	2	4
TUESDAY	3/26/2013	11AM	5PM	2	4
WEDNESDAY	3/27/2013	11AM	5PM	2	4
THURSDAY	3/28/2013	11AM	5PM	2	4
FRIDAY	3/29/2013	11AM	5PM	2	4
SATURDAY	3/30/2013	10AM	4PM	2	4
SUNDAY	3/31/2013	10AM	4PM	2	4

WORKWEEK HOURS TOTAL: 28

EMPLOYEE SIGNATURE:

[redacted]

PAY: $325.00
DRAWS: $80.00
NET: $245.00

NAME: CALEPH ELDRIDGE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	11AM	5PM	2	4
TUESDAY	3/26/2013	11AM	5PM	2	4
WEDNESDAY	3/27/2013	11AM	5PM	2	4
THURSDAY	3/28/2013	11AM	5PM	2	4
FRIDAY	3/29/2013	11AM	5PM	2	4
SATURDAY	3/30/2013	10AM	4PM	2	4
SUNDAY	3/31/2013	10AM	4PM	2	4

[illegible]EK
H AL: 28

EMPLOYEE SIGNATURE:

[redacted]

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: KAMERON GRANT

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	5PM	11PM	2	4
TUESDAY	3/26/2013	5PM	11PM	2	4
WEDNESDAY	3/27/2013	5PM	11PM	2	4
THURSDAY	3/28/2013	5PM	11PM	2	4
FRIDAY	3/29/2013	5PM	11PM	2	4
SATURDAY	3/30/2013	4PM	11PM	2	4
SUNDAY	3/31/2013	4PM	11PM	2	4

WORKWEEK HOURS TOTAL:

EMPLOYEE SIGNATURE:

[redacted]

PAY: $279.00
DRAWS: $160.00
NET: $119.00

NAME: [redacted]

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013		OFF		
TUESDAY	3/26/2013	5PM	11PM	2	4
WEDNESDAY	3/27/2013	5PM	11PM	2	4
THURSDAY	3/28/2013	5PM	11PM	2	4
FRIDAY	3/29/2013	5PM	11PM	2	4
SATURDAY	3/30/2013	4PM	11PM	2	4
SUNDAY	3/31/2013	4PM	11PM	2	4

WORKWEEK HOURS TOTAL: 24

EMPLOYEE SIGNATURE:

[redacted]

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: VICENTE MARTINEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	11AM	5PM	2	4
TUESDAY	3/26/2013	11AM	5PM	2	4
WEDNESDAY	3/27/2013	11AM	5PM	2	4
THURSDAY	3/28/2013	11AM	5PM	2	4
FRIDAY	3/29/2013	11AM	5PM	2	4
SATURDAY	3/30/2013	10AM	4PM	2	4
SUNDAY	3/31/2013	10AM	4PM	2	4

WORKWEEK HOURS TOTAL: 28

EMPLOYEE SIGNATURE:

[redacted]

PAY: $325.00
DRAWS: $0.00
NET: $325.00

E: RUDY ALEMAN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	5PM	11PM	2	4
TUESDAY	3/26/2013	5PM	11PM	2	4
WEDNESDAY	3/27/2013	5PM	11PM	2	4
THURSDAY	3/28/2013	5PM	11PM	2	4
FRIDAY	3/29/2013	5PM	11PM	2	4
SATURDAY	3/30/2013	4PM	11PM	2	4
SUNDAY	3/31/2013	4PM	11PM	2	4

WORKWEEK HOURS TOTAL: 28

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: VU NGUYEN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	5PM	11PM	2	4
TUESDAY	3/26/2013	5PM	11PM	2	4
WEDNESDAY	3/27/2013	5PM	11PM	2	4
THURSDAY	3/28/2013	5PM	11PM	2	4
FRIDAY	3/29/2013	5PM	11PM	2	4
SATURDAY	3/30/2013	4PM	11PM	2	4
SUNDAY	3/31/2013	4PM	11PM	2	4

WORKWEEK HOURS TOTAL: 28

EMPLOYEE SIGNATURE: Confidential

PAY: $425.00
DRAWS: $0.00
NET: $425.00

ME: CLEMENTE PENA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	11AM	5PM	2	4
TUESDAY	3/26/2013	11AM	5PM	2	4
EDNESDAY	3/27/2013	11AM	5PM	2	4
THURSDAY	3/28/2013	11AM	5PM	2	4
FRIDAY	3/29/2013	11AM	5PM	2	4
SATURDAY	3/30/2013	10AM	4PM	2	4
SUNDAY	3/31/2013	10AM	4PM	2	4

WORKWEEK HOURS TOTAL: 28

OYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: LAZARO QUIJANO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	5PM	11PM	2	4
TUESDAY	3/26/2013	5PM	11PM	2	4
WEDNESDAY	3/27/2013	5PM	11PM	2	4
THURSDAY	3/28/2013	5PM	11PM	2	4
FRIDAY	3/29/2013	5PM	11PM	2	4
SATURDAY	3/30/2013	4PM	11PM	2	4
SUNDAY	3/31/2013	4PM	11PM	2	4

WORKWEEK HOURS TOTAL: 28

EMPLOYEE SIGNATURE: Confidential

PAY: $350.00
DRAWS: $0.00
NET: $350.00

ME: BONIFACIO QUIJANO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	11AM	5PM	2	4
TUESDAY	3/26/2013	11AM	5PM	2	4
EDNESDAY	3/27/2013	11AM	5PM	2	4
THURSDAY	3/28/2013	9 A.M	5PM	2	4
FRIDAY	3/29/2013	11AM	5PM	2	4
SATURDAY	3/30/2013	10AM	4PM	2	4
SUNDAY	3/31/2013	10AM	4PM	2	4

WORKWEEK HOURS TOTAL: 28

SIGNATURE: Confidential

PAY: $375.00
DRAWS: $375.00
NET: $0.00

NAME: BRIAN LONG

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	11AM	5PM	2	4
TUESDAY	3/26/2013	11AM	5PM	2	4
WEDNESDAY	3/27/2013	11AM	5PM	2	4
THURSDAY	3/28/2013	11AM	5PM	2	4
FRIDAY	3/29/2013	11AM	5PM	2	4
SATURDAY	3/30/2013	10AM	4PM	2	4
SUNDAY	3/31/2013	10AM	4PM	2	4

WORKWEEK HOURS TOTAL: 28

EMPLOYEE SIGNATURE: Confidential

PAY: $375.00
DRAWS: $145.00
NET: $230.00

NAME: CARLOS HERRERA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
[illegible]NDAY	3/25/2013	11AM	5PM	2	4
[illegible]SDAY	3/26/2013	11AM	5PM	2	4
WEDNESDAY	3/27/2013	11AM	5PM	2	4
THURSDAY	3/28/2013	11AM	5PM	2	4
FRIDAY	3/29/2013	11AM	5PM	2	4
SATURDAY	3/30/2013	10AM	4PM	2	4
SUNDAY	3/31/2013	10AM	4PM	2	4

WORKWEEK HOURS TOTAL: 28

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: LUIS BORJAS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	11AM	5PM	2	4
TUESDAY	3/26/2013	11AM	5PM	2	4
WEDNESDAY	3/27/2013	11AM	5PM	2	4
THURSDAY	3/28/2013	11AM	5PM	2	4
FRIDAY	3/29/2013	11AM	5PM	2	4
SATURDAY	3/30/2013	10AM	4PM	2	4
SUNDAY	3/31/2013	10AM	4PM	2	4

WORKWEEK HOURS TOTAL: 28

EMPLOYEE SIGNATURE: Confidential

PAY: $425.00
DRAWS: $0.00
NET: $425.00

AME: ELIX SILVA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	5PM	11PM	2	4
TUESDAY	3/26/2013	5PM	11PM	2	4
WEDNESDAY	3/27/2013	5PM	11PM	2	4
THURSDAY	3/28/2013	5PM	11PM	2	4
FRIDAY	3/29/2013	5PM	11PM	2	4
SATURDAY	3/30/2013	4PM	11PM	2	4
SUNDAY	3/31/2013	4PM	11PM	2	4

[illegible]WEEK
O[illegible]TAL: 28

IPLOYEE SIGNATURE: Confidential

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: AURELIO MARQUEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	5PM	11PM	2	4
TUESDAY	3/26/2013	5PM	11PM	2	4
WEDNESDAY	3/27/2013	5PM	11PM	2	4
THURSDAY	3/28/2013	5PM	11PM	2	4
FRIDAY	3/29/2013	5PM	11PM	2	4
SATURDAY	3/30/2013	4PM	11PM	2	4
SUNDAY	3/31/2013	4PM	11PM	2	4

WORKWEEK HOURS TOTAL: 28

EMPLOYEE SIGNATURE: Confidential

PAY: $340.00
DRAWS: $0.00
NET: $340.00

AME: MARIO CAMPOS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	11AM	5PM	2	4
TUESDAY	3/26/2013	11AM	5PM	2	4
WEDNESDAY	3/27/2013	11AM	5PM	2	4
THURSDAY	3/28/2013	11AM	5PM	2	4
FRIDAY	3/29/2013	11AM	5PM	2	4
SATURDAY	3/30/2013	10AM	4PM	2	4
SUNDAY	3/31/2013	10AM	4PM	2	4

WORKWEEK HOURS TOTAL: 28

IPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $80.00
NET: $245.00

NAME: RICKY LAJOICES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	5PM	11PM	2	4
TUESDAY	3/26/2013	5PM	11PM	2	4
WEDNESDAY	3/27/2013	5PM	11PM	2	4
THURSDAY	3/28/2013	5PM	11PM	2	4
FRIDAY	3/29/2013	5PM	11PM	2	4
SATURDAY	3/30/2013	4PM	11PM	2	4
SUNDAY	3/31/2013	4PM	11PM	2	4

WORKWEEK HOURS TOTAL: 28

EMPLOYEE SIGNATURE: Confidential

PAY: $500.00
DRAW: $0.00
NET: $500.00

NAME: JERONIMO GUZMAN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013				
TUESDAY	3/26/2013		SEE DRIVER		
WEDNESDAY	3/27/2013		LOGS FOR		
THURSDAY	3/28/2013		HOURS		
FRIDAY	3/29/2013				
SATURDAY	3/30/2013				
SUNDAY	3/31/2013				

WORKWEEK HOURS TOTAL: 0

EMPLOYEE SIGNATURE:

Confidential

PAY: $400.00
DRAWS: $350.00
NET: $50.00

NAME: STANLEY YATES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOU
MONDAY	3/25/2013	5PM	11PM	2	4
TUESDAY	3/26/2013	5PM	11PM	2	4
WEDNESDAY	3/27/2013	5PM	11PM	2	4
THURSDAY	3/28/2013	5PM	11PM	2	4
FRIDAY	3/29/2013	5PM	11PM	2	4
SATURDAY	3/30/2013	4PM	11PM	2	4
SUNDAY	3/31/2013	4PM	11PM	2	4

WORKWEEK HOURS TOTAL: 28

EMPLOYEE SIGNATURE:

Confidential

PAY: $1,000.00
DRAWS: $0.00
NET: $1,000.00

IE: RAUL VILLA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	5PM	11PM	2	4
TUESDAY	3/26/2013	5PM	11PM	2	4
INESDAY	3/27/2013	5PM	11PM	2	4
URSDAY	3/28/2013	5PM	11PM	2	4
FRIDAY	3/29/2013	5PM	11PM	2	4
TURDAY	3/30/2013	4PM	11PM	2	4
SUNDAY	3/31/2013	4PM	11PM	2	4

TWEEK TOTAL: 28

SIGNATURE:

Confidential

PAY: $325.00
DRAWS: $80.00
NET: $245.00

NAME: DANNY LOWER

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	11AM	5PM	2	4
TUESDAY	3/26/2013	11AM	5PM	2	4
WEDNESDAY	3/27/2013	11AM	5PM	2	4
THURSDAY	3/28/2013	11AM	5PM	2	4
FRIDAY	3/29/2013	11AM	5PM	2	4
SATURDAY	3/30/2013	10AM	4PM	2	4
SUNDAY	3/31/2013	10AM	4PM	2	4

WORKWEEK HOURS TOTAL: 28

EMPLOYEE SIGNATURE:

Confidential

PAY: $650.00
DRAWS: $0.00
NET: $650.00

ME: FRANK MOBLEY

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	11AM	5PM	2	4
TUESDAY	3/26/2013	11AM	5PM	2	4
EDNESDAY	3/27/2013	11AM	5PM	2	4
THURSDAY	3/28/2013	11AM	5PM	2	4
FRIDAY	3/29/2013	11AM	5PM	2	4
SATURDAY	3/30/2013	10AM	4PM	2	4
SUNDAY	3/31/2013	10AM	4PM	2	4

WORKWEEK HOURS TOTAL: 28

OYEE SIGNATURE:

Confidential

PAY: $575.00
DRAWS: $40.00
NET: $535.00

NAME: LONNIE BROWN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	5PM	11PM	2	4
TUESDAY	3/26/2013	5PM	11PM	2	4
WEDNESDAY	3/27/2013	5PM	11PM	2	4
THURSDAY	3/28/2013	5PM	11PM	2	4
FRIDAY	3/29/2013	5PM	11PM	2	4
SATURDAY	3/30/2013	4PM	11PM	2	4
SUNDAY	3/31/2013	4PM	11PM	2	4

WORKWEEK HOURS TOTAL: 28

EMPLOYEE SIGNATURE:

Confidential

PAY: $600.00
DR: $100.00
NET: $500.00

NAME: GERALD CORLISS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013				
TUESDAY	3/26/2013		SEE DRIVER		
WEDNESDAY	3/27/2013		LOGS FOR		
THURSDAY	3/28/2013		HOURS		
FRIDAY	3/29/2013				
SATURDAY	3/30/2013				
SUNDAY	3/31/2013				

WORKWEEK HOURS TOTAL: 0

EMPLOYEE SIGNATURE:

Confidential

PAY: $500.00
DRAWS: $100.00
NET: $400.00

NAME: KRISTINE VILLA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	5PM	11PM	2	4
TUESDAY	3/26/2013	5PM	11PM	2	4
WEDNESDAY	3/27/2013	5PM	11PM	2	4
THURSDAY	3/28/2013	5PM	11PM	2	4
FRIDAY	3/29/2013	5PM	11PM	2	4
SATURDAY	3/30/2013	4PM	11PM	2	4
SUNDAY	3/31/2013	4PM	11PM	2	4

WORKWEEK HOURS TOTAL: 28

EMPLOYEE SIGNATURE:

Confidential

PAY: $209.00
DRAWS: $120.00
NET: $89.00

NAME: JAMES STRYKER

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	11AM	5PM	0	0
TUESDAY	3/26/2013	11AM	5PM	0	0
WEDNESDAY	3/27/2013	11AM	5PM	2	4
THURSDAY	3/28/2013		OFF		
FRIDAY	3/29/2013	11AM	5PM	1	3
SATURDAY	3/30/2013	10AM	3PM	2	3
SUNDAY	3/31/2013		OFF		

WORKWEEK HOURS TOTAL: 10

EMPLOYEE SIGNATURE:

Confidential

PAY: $1,500.00
DRAWS: $0.00
NET: $1,500.00

NAME: MANUEL MARTINEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	5PM	11PM	2	4
TUESDAY	3/26/2013	5PM	11PM	2	4
WEDNESDAY	3/27/2013	5PM	11PM	2	4
THURSDAY	3/28/2013	5PM	11PM	2	4
FRIDAY	3/29/2013	5PM	11PM	2	4
SATURDAY	3/30/2013	4PM	11PM	2	4
SUNDAY	3/31/2013	4PM	11PM	2	4

WORKWEEK HOURS TOTAL: 28

EMPLOYEE SIGNATURE:

Confidential

PAY: $1,000.00
DRAWS: $0.00
NET: $1,000.00

NAME: PAUL FARNUM

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	5PM	11PM	2	4
TUESDAY	3/26/2013	5PM	11PM	2	4
WEDNESDAY	3/27/2013	5PM	11PM	2	4
THURSDAY	3/28/2013	5PM	11PM	2	4
FRIDAY	3/29/2013	5PM	11PM	2	4
SATURDAY	3/30/2013	4PM	11PM	2	4
SUNDAY	3/31/2013	4PM	11PM	2	4

WORKWEEK HOURS TOTAL: 28

EMPLOYEE SIGNATURE:

Confidential

PAY: $700.00
DRAWS: $589.00
NET: $111.00

NAME: SABRINA BOGHOSSIAN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	11AM	5PM	2	4
TUESDAY	3/26/2013	11AM	5PM	2	4
WEDNESDAY	3/27/2013	11AM	5PM	2	4
THURSDAY	3/28/2013	11AM	5PM	2	4
FRIDAY	3/29/2013	11AM	5PM	2	4
SATURDAY	3/30/2013	10AM	4PM	2	4
SUNDAY	3/31/2013	10AM	4PM	2	4

WORKWEEK HOURS TOTAL: 28

EMPLOYEE SIGNATURE:

Confidential

AY: $350.00
DRAWS: $0.00
NET: $350.00

AME: JAIME MENDOZA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	5PM	11PM	2	4
TUESDAY	3/26/2013	5PM	11PM	2	4
WEDNESDAY	3/27/2013	5PM	11PM	2	4
THURSDAY	3/28/2013	5PM	11PM	2	4
FRIDAY	3/29/2013	5PM	11PM	2	4
SATURDAY	3/30/2013	4PM	11PM	2	4
SUNDAY	3/31/2013	4PM	11PM	2	4

WORKWEEK HOURS TOTAL: 28

PLOYEE SIGNATURE:

PAY: $325.00
DRAWS: $40.00
NET: $285.00

NAME: JOSE CARMONA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	5PM	11PM	2	4
TUESDAY	3/26/2013	5PM	11PM	2	4
WEDNESDAY	3/27/2013	5PM	11PM	2	4
THURSDAY	3/28/2013	5PM	11PM	2	4
FRIDAY	3/29/2013	5PM	11PM	2	4
SATURDAY	3/30/2013	4PM	11PM	2	4
SUNDAY	3/31/2013	4PM	11PM	2	4

WORKWEEK HOURS TOTAL: 28

EMPLOYEE SIGNATURE:

PAY: $375.00
DRAWS: $0.00
NET: $375.00

IE: FERNANDO SALAS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	11AM	5PM	2	4
TUESDAY	3/26/2013	11AM	5PM	2	4
DNESDAY	3/27/2013	11AM	5PM	2	4
HURSDAY	3/28/2013	11AM	5PM	2	4
FRIDAY	3/29/2013	11AM	5PM	2	4
ATURDAY	3/30/2013	10AM	4PM	2	4
SUNDAY	3/31/2013	10AM	4PM	2	4

RKWEEK RS TOTAL: 28

YEE SIGNATURE:

PAY: $360.00
DRAWS: $80.00
NET: $280.00

NAME: GERMAN CALDERON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	11AM	5PM	2	4
TUESDAY	3/26/2013	11AM	5PM	2	4
WEDNESDAY	3/27/2013	11AM	5PM	2	4
THURSDAY	3/28/2013	11AM	5PM	2	4
FRIDAY	3/29/2013	11AM	5PM	2	4
SATURDAY	3/30/2013	10AM	4PM	2	4
SUNDAY	3/31/2013	10AM	4PM	2	4

WORKWEEK HOURS TOTAL: 28

EMPLOYEE SIGNATURE:

PAY: $325.00
DRAWS: $40.00
NET: $285.00

IE: JOSE HERNANDEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	5PM	11PM	2	4
TUESDAY	3/26/2013	5PM	11PM	2	4
DNESDAY	3/27/2013	5PM	11PM	2	4
HURSDAY	3/28/2013	5PM	11PM	2	4
FRIDAY	3/29/2013	5PM	11PM	2	4
ATURDAY	3/30/2013	4PM	11PM	2	4
SUNDAY	3/31/2013	4PM	11PM	2	4

RKWEEK RS TOTAL: 28

EE SIGNATURE:

PAY: $650.00
DRAWS: $450.00
NET: $200.00

NAME: RON COON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	11AM	5PM	2	4
TUESDAY	3/26/2013	11AM	5PM	2	4
WEDNESDAY	3/27/2013	11AM	5PM	2	4
THURSDAY	3/28/2013	11AM	5PM	2	4
FRIDAY	3/29/2013	11AM	5PM	2	4
SATURDAY	3/30/2013	10AM	4PM	2	4
SUNDAY	3/31/2013	10AM	4PM	2	4

WORKWEEK HOURS TOTAL: 28

EMPLOYEE SIGNATURE:

PAY: $325.00
DRAWS: $160.00
NET: $165.00

AME: VERONICA KOCHELL

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
[illegible]AY	3/25/2013	11AM	5PM	2	4
[illegible]AY	3/26/2013	11AM	5PM	2	4
VEDNESDAY	3/27/2013	11AM	5PM	2	4
THURSDAY	3/28/2013	11AM	5PM	2	4
FRIDAY	3/29/2013	11AM	5PM	2	4
SATURDAY	3/30/2013	10AM	4PM	2	4
SUNDAY	3/31/2013	10AM	4PM	2	4

WORKWEEK HOURS TOTAL: 28

PLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $220.00
NET: $105.00

NAME: CURTIS SUTTON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	5PM	11PM	2	4
TUESDAY	3/26/2013	5PM	11PM	2	4
WEDNESDAY	3/27/2013	5PM	11PM	2	4
THURSDAY	3/28/2013	5PM	11PM	2	4
FRIDAY	3/29/2013	5PM	11PM	2	4
SATURDAY	3/30/2013	4PM	11PM	2	4
SUNDAY	3/31/2013	4PM	11PM	2	4

WORKWEEK HOURS TOTAL: 28

EMPLOYEE SIG Confidential

PAY: $325.00
DRAWS: $145.00
NET: $180.00

ME: LEROY BRIGHAM

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	11AM	5PM	2	4
TUESDAY	3/26/2013	11AM	5PM	2	4
EDNESDAY	3/27/2013	11AM	5PM	2	4
THURSDAY	3/28/2013	11AM	5PM	2	4
FRIDAY	3/29/2013	11AM	5PM	2	4
SATURDAY	3/30/2013	10AM	4PM	2	4
SUNDAY	3/31/2013	10AM	4PM	2	4

/ORKWEEK [illegible] 28

YEE SIGNATURE: Confidential Confidential

PAY: $650.00
DRAWS: $0.00
NET: $650.00

AME: GREGORIO HERNANDEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	5PM	11PM	2	4
TUESDAY	3/26/2013	5PM	11PM	2	4
WEDNESDAY	3/27/2013	5PM	11PM	2	4
THURSDAY	3/28/2013	5PM	11PM	2	4
FRIDAY	3/29/2013	5PM	11PM	2	4
SATURDAY	3/30/2013	4PM	11PM	2	4
SUNDAY	3/31/2013	4PM	11PM	2	4

WORKWEEK HOURS TOTAL: Confidential 28

EMPLOYEE SIGNATURE:

PAY: $400.00
DRAWS: $0.00
NET: $400.00

AME: CARLOS PERDOMO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	5PM	11PM	2	4
TUESDAY	3/26/2013	5PM	11PM	2	4
WEDNESDAY	3/27/2013	5PM	11PM	2	4
THURSDAY	3/28/2013	5PM	11PM	2	4
FRIDAY	3/29/2013	5PM	11PM	2	4
SATURDAY	3/30/2013	4PM	11PM	2	4
SUNDAY	3/31/2013	4PM	11PM	2	4

WORKWEEK HOURS TOTAL: Confidential 28

EMPLOYEE SIGNATURE:

PAY: $425.00
DRAWS: $180.00
NET: $245.00

AME: JOSEPH GUILLEN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	5PM	11PM	2	4
TUESDAY	3/26/2013	5PM	11PM	2	4
WEDNESDAY	3/27/2013	5PM	11PM	2	4
THURSDAY	3/28/2013	5PM	11PM	2	4
FRIDAY	3/29/2013	5PM	11PM	2	4
SATURDAY	3/30/2013	4PM	11PM	2	4
SUNDAY	3/31/2013	4PM	11PM	2	4

WORKWEEK HOURS TOTAL: Confidential 28

LOYEE SIGNATURE:

PAY: $385.00
DRAWS: $40.00
NET: $345.00

NAME: ROBERTO PENA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	5PM	11PM	2	4
TUESDAY	3/26/2013	5PM	11PM	2	4
WEDNESDAY	3/27/2013	5PM	11PM	2	4
THURSDAY	3/28/2013	5PM	11PM	2	4
FRIDAY	3/29/2013	5PM	11PM	2	4
SATURDAY	3/30/2013	4PM	11PM	2	4
SUNDAY	3/31/2013	4PM	11PM	2	4

WORKWEEK HOURS TOTAL: 28

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: ENRIQUE LUNA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	5PM	11PM	2	4
TUESDAY	3/26/2013	5PM	11PM	2	4
WEDNESDAY	3/27/2013	5PM	11PM	2	4
THURSDAY	3/28/2013	5PM	11PM	2	4
FRIDAY	3/29/2013	5PM	11PM	2	4
SATURDAY	3/30/2013	4PM	11PM	2	4
SUNDAY	3/31/2013	4PM	11PM	2	4

WORKWEEK HOURS TOTAL: 28

EMPLOYEE SIGNATURE: Confidential

PAY: $40.00
NET: $285.00

NAME: ALEJANDRO PEREZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	11AM	5PM	2	4
TUESDAY	3/26/2013	11AM	5PM	2	4
WEDNESDAY	3/27/2013	11AM	5PM	2	4
THURSDAY	3/28/2013	11AM	5PM	2	4
FRIDAY	3/29/2013	11AM	5PM	2	4
SATURDAY	3/30/2013	10AM	4PM	2	4
SUNDAY	3/31/2013	10AM	4PM	2	4

WORKWEEK HOURS TOTAL: 28

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: FELIX RAMOS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	5PM	11PM	2	4
TUESDAY	3/26/2013	5PM	11PM	2	4
WEDNESDAY	3/27/2013	5PM	11PM	2	4
THURSDAY	3/28/2013	5PM	11PM	2	4
FRIDAY	3/29/2013	5PM	11PM	2	4
SATURDAY	3/30/2013	4PM	11PM	2	4
SUNDAY	3/31/2013	4PM	11PM	2	4

WORKWEEK HOURS TOTAL: 28

EMPLOYEE SIGNATURE: Confidential

PAY: $350.00
DRAWS: $80.00
NET: $270.00

NAME: RAUL SEDANO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	11AM	5PM	2	4
TUESDAY	3/26/2013	11AM	5PM	2	4
WEDNESDAY	3/27/2013	11AM	5PM	2	4
THURSDAY	3/28/2013	11AM	5PM	2	4
FRIDAY	3/29/2013	11AM	5PM	2	4
SATURDAY	3/30/2013	10AM	4PM	2	4
SUNDAY	3/31/2013	10AM	4PM	2	4

WORKWEEK HOURS TOTAL: 28

EMPLOYEE SIGNATURE: Confidential

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: CRECENCIANO PENA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	11AM	5PM	2	4
TUESDAY	3/26/2013	11AM	5PM	2	4
WEDNESDAY	3/27/2013	11AM	5PM	2	4
THURSDAY	3/28/2013	11AM	5PM	2	4
FRIDAY	3/29/2013	11AM	5PM	2	4
SATURDAY	3/30/2013	10AM	4PM	2	4
SUNDAY	3/31/2013	10AM	4PM	2	4

WORKWEEK HOURS TOTAL: 28

EMPLOYEE SIGNATURE: Confidential

PAY: $325.C
DRAWS: $180.C
NET: $145.C

NAME: JOHN GEORGE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOUR
ONDAY	3/25/2013	11AM	5PM	2	4
UESDAY	3/26/2013	11AM	5PM	2	4
WEDNESDAY	3/27/2013	11AM	5PM	2	4
THURSDAY	3/28/2013	11AM	5PM	2	4
FRIDAY	3/29/2013	11AM	5PM	2	4
SATURDAY	3/30/2013	10AM	4PM	2	4
SUNDAY	3/31/2013	10AM	4PM	2	4

WORKWEEK HOURS TOTAL: 28

EMPLOYEE SIGNATURE:

Confidential

PAY: $425.00
DRAWS: $80.00
NET: $345.00

NAME: JOSE SALAZAR

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	11AM	5PM	2	4
TUESDAY	3/26/2013	11AM	5PM	2	4
WEDNESDAY	3/27/2013	11AM	5PM	2	4
THURSDAY	3/28/2013	11AM	5PM	2	4
FRIDAY	3/29/2013	11AM	5PM	2	4
SATURDAY	3/30/2013	10AM	4PM	2	4
SUNDAY	3/31/2013	10AM	4PM	2	4

WORKWEEK HOURS TOTAL: 28

EMPLOYEE SIGNATURE:

Confidential

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: JOAN HERRERA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	5PM	11PM	2	4
TUESDAY	3/26/2013	5PM	11PM	2	4
WEDNESDAY	3/27/2013	5PM	11PM	2	4
THURSDAY	3/28/2013	5PM	11PM	2	4
FRIDAY	3/29/2013	5PM	11PM	2	4
SATURDAY	3/30/2013	4PM	11PM	2	4
SUNDAY	3/31/2013	4PM	11PM	2	4

WEEK OTAL: 28

EMPLOYEE SIGNATURE:

Confidential

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: IRVING PORTILLA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	5PM	11PM	2	4
TUESDAY	3/26/2013	5PM	11PM	2	4
WEDNESDAY	3/27/2013	5PM	11PM	2	4
THURSDAY	3/28/2013	5PM	11PM	2	4
FRIDAY	3/29/2013	5PM	11PM	2	4
SATURDAY	3/30/2013	4PM	11PM	2	4
SUNDAY	3/31/2013	4PM	11PM	2	4

WORKWEEK HOURS TOTAL: 28

EMPLOYEE SIGNATURE:

Confidential

PAY: $350.00
DRAWS: $0.00
NET: $350.00

ME: JOSE CASTRO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	5PM	11PM	2	4
TUESDAY	3/26/2013	5PM	11PM	2	4
EDNESDAY	3/27/2013	5PM	11PM	2	4
THURSDAY	3/28/2013	5PM	11PM	2	4
FRIDAY	3/29/2013	5PM	11PM	2	4
SATURDAY	3/30/2013	4PM	11PM	2	4
SUNDAY	3/31/2013	4PM	11PM	2	4

VORKWEEK OURS TOTAL: 28

OYEE SIGNATURE:

Confidential

PAY: $325.00
DRAWS: $40.00
NET: $285.00

NAME: RAMIRO SANCHEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	11AM	5PM	2	4
TUESDAY	3/26/2013	11AM	5PM	2	4
WEDNESDAY	3/27/2013	11AM	5PM	2	4
THURSDAY	3/28/2013	11AM	5PM	2	4
FRIDAY	3/29/2013	11AM	5PM	2	4
SATURDAY	3/30/2013	10AM	4PM	2	4
SUNDAY	3/31/2013	10AM	4PM	2	4

WORKWEEK HOURS TOTAL: 28

EMPLOYEE SIGNATURE:

Confidential

PAY: $340.00
DRAWS: $0.00
NET: $340.00

NAME: SERGIO MARTINEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	5PM	11PM	2	4
TUESDAY	3/26/2013	5PM	11PM	2	4
WEDNESDAY	3/27/2013	5PM	11PM	2	4
THURSDAY	3/28/2013	5PM	11PM	2	4
FRIDAY	3/29/2013	5PM	11PM	2	4
SATURDAY	3/30/2013	4PM	11PM	2	4
SUNDAY	3/31/2013	4PM	11PM	2	4

WORKWEEK HOURS TOTAL: 28

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: FRANCISCO MENDOZA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	5PM	11PM	2	4
TUESDAY	3/26/2013	5PM	11PM	2	4
WEDNESDAY	3/27/2013	5PM	11PM	2	4
THURSDAY	3/28/2013	5PM	11PM	2	4
FRIDAY	3/29/2013	5PM	11PM	2	4
SATURDAY	3/30/2013	4PM	11PM	2	4
SUNDAY	3/31/2013	4PM	11PM	2	4

WORKWEEK HOURS TOTAL: 28

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: INOCENCIO ZEPEDA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	5PM	11PM	2	4
TUESDAY	3/26/2013	5PM	11PM	2	4
WEDNESDAY	3/27/2013	5PM	11PM	2	4
THURSDAY	3/28/2013	5PM	11PM	2	4
FRIDAY	3/29/2013	5PM	11PM	2	4
SATURDAY	3/30/2013	4PM	11PM	2	4
SUNDAY	3/31/2013	4PM	11PM	2	4

WORKWEEK HOURS TOTAL: 28

EMPLOYEE SIGNATURE: Confidential

PAY: $350.00
DRAWS: $267.00
NET: $83.00

NAME: MARK BOOTH

DAY	DATE	IN	OUT	BREAKS	TOTAL H
MONDAY	3/25/2013	11AM	5PM	2	4
TUESDAY	3/26/2013	11AM	5PM	2	4
WEDNESDAY	3/27/2013	11AM	5PM	2	4
THURSDAY	3/28/2013	11AM	5PM	2	4
FRIDAY	3/29/2013	11AM	5PM	2	4
SATURDAY	3/30/2013	10AM	4PM	2	4
SUNDAY	3/31/2013	10AM	4PM	2	4

WORKWEEK HOURS TOTAL: 2[illegible]

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $160.00
NET: $165.00

NAME: KEVIN LYNCH

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	11AM	5PM	2	4
TUESDAY	3/26/2013	11AM	5PM	2	4
WEDNESDAY	3/27/2013	11AM	5PM	2	4
THURSDAY	3/28/2013	11AM	5PM	2	4
FRIDAY	3/29/2013	11AM	5PM	2	4
SATURDAY	3/30/2013	10AM	4PM	2	4
SUNDAY	3/31/2013	10AM	4PM	2	4

WORKWEEK HOURS TOTAL: 28

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: ATENODORO MIRANDA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	11AM	5PM	2	4
TUESDAY	3/26/2013	11AM	5PM	2	4
WEDNESDAY	3/27/2013	11AM	5PM	2	4
THURSDAY	3/28/2013	11AM	5PM	2	4
FRIDAY	3/29/2013	11AM	5PM	2	4
SATURDAY	3/30/2013	10AM	4PM	2	4
SUNDAY	3/31/2013	10AM	4PM	2	4

WORKWEEK HOURS TOTAL: 28

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: OMAR ARELLANO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
[illegible]DAY	3/25/2013	11AM	5PM	2	4
[illegible]DAY	3/26/2013	11AM	5PM	2	4
WEDNESDAY	3/27/2013	11AM	5PM	2	4
THURSDAY	3/28/2013	11AM	5PM	2	4
FRIDAY	3/29/2013	11AM	5PM	2	4
SATURDAY	3/30/2013	10AM	4PM	2	4
SUNDAY	3/31/2013	10AM	4PM	2	4

/ORKWEEK
URS TOTAL: 28

YEE SIGNATURE: Confidential

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: ESTEBAN DE LA CRUZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	5PM	11PM	2	4
TUESDAY	3/26/2013	5PM	11PM	2	4
WEDNESDAY	3/27/2013	5PM	11PM	2	4
THURSDAY	3/28/2013	5PM	11PM	2	4
FRIDAY	3/29/2013	5PM	11PM	2	4
SATURDAY	3/30/2013	4PM	11PM	2	4
SUNDAY	3/31/2013	4PM	11PM	2	4

WORKWEEK HOURS TOTAL: 28

EMPLOYEE SIGNATURE: Confidential

PAY: $385.00
DRAWS: $0.00
NET: $385.00

AME: ROGELIO PEREZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	11AM	5PM	2	4
TUESDAY	3/26/2013	11AM	5PM	2	4
NEDNESDAY	3/27/2013	11AM	5PM	2	4
THURSDAY	3/28/2013	11AM	5PM	2	4
FRIDAY	3/29/2013	11AM	5PM	2	4
SATURDAY	3/30/2013	10AM	4PM	2	4
SUNDAY	3/31/2013	10AM	4PM	2	4

WORKWEEK HOURS TOTAL: 28

[illegible]NATURE: Confidential

PAY: $355.00
DRAWS: $0.00
NET: $355.00

NAME: MARIANO GONZALEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	5PM	11PM	2	4
TUESDAY	3/26/2013	5PM	11PM	2	4
WEDNESDAY	3/27/2013	5PM	11PM	2	4
THURSDAY	3/28/2013	5PM	11PM	2	4
FRIDAY	3/29/2013	5PM	11PM	2	4
SATURDAY	3/30/2013	4PM	11PM	2	4
SUNDAY	3/31/2013	4PM	11PM	2	4

WORKWEEK HOURS TOTAL: 28

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $0.00
NET: $325.00

AME: EDGAR PEREZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	11AM	5PM	2	4
TUESDAY	3/26/2013	11AM	5PM	2	4
WEDNESDAY	3/27/2013	11AM	5PM	2	4
THURSDAY	3/28/2013	11AM	5PM	2	4
FRIDAY	3/29/2013	11AM	5PM	2	4
SATURDAY	3/30/2013	10AM	4PM	2	4
SUNDAY	3/31/2013	10AM	4PM	2	4

WORKWEEK HOURS TOTAL: 28

PLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $80.00
NET: $245.00

NAME: MIGUEL GALLEGOS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	5PM	11PM	2	4
TUESDAY	3/26/2013	5PM	11PM	2	4
WEDNESDAY	3/27/2013	5PM	11PM	2	4
THURSDAY	3/28/2013	5PM	11PM	2	4
FRIDAY	3/29/2013	5PM	11PM	2	4
SATURDAY	3/30/2013	4PM	11PM	2	4
SUNDAY	3/31/2013	4PM	11PM	2	4

WORKWEEK HOURS TOTAL: 28

EMPLOYEE SIGNATURE: Confidential

Payslips

PEORIA

2013

(B)

03/25/2013 - 03/31/2013

Butler's Exh. 26, p. 693

Butler000693

AR - 2274

LOCATION: PEORIA 13
WEEK ENDING: 3/31/2013 GROSS PAY: 172

NAME: Karen Harris

SIGNATURE: Confidential

net Pay 106.—

LOCATION: PEORIA 13
WEEK ENDING: 3/31/2013 GROSS PAY: 144.—

NAME: Yvette

SIGNATURE: Confidential

net Pay 144.—

LOCATION: PEORIA 13
WEEK ENDING: ~~7/31/2011~~ 3/31/13 GROSS PAY: 186.

NAME: Angela Halloway

SIGNATURE: Confidential

LOCATION: PEORIA 13
WEEK ENDING: 7/31/2011 GROSS PAY: Net Pay 81

LOCATION: PEORIA 13
WEEK ENDING: 3/31/2013 GROSS PAY: 184

NAME: Sarah Jones

SIGNATURE: [redacted]

Confidential

net Pay 53.

Butler's Exh. 26, p. 695

PAY: $400.00
DRAWS: $0.00
NET: $400.00

NAME: DANIAL BARRIOS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	12AM	3AM	0	3
TUESDAY	3/26/2013	9AM	5PM	2	6
WEDNESDAY	3/27/2013	9AM	5PM	2	6
THURSDAY	3/28/2013	3PM	10PM	3	4
FRIDAY	3/29/2013	3PM	10PM	3	4
SATURDAY	3/30/2013	11AM	10PM	4	7
SUNDAY	3/31/2013	12PM	10PM	4	6

WORKWEEK HOURS TOTAL: 36

Confidential

EMPLOYEE SIGNATURE:

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: SCOTT CERVARICH

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	12AM	3AM	0	3
TUESDAY	3/26/2013	9AM	5PM	2	6
WEDNESDAY	3/27/2013	9AM	5PM	1.5	6.5
THURSDAY	3/28/2013	3PM	10PM	2.5	4.5
FRIDAY	3/29/2013	3PM	10PM	4	3
SATURDAY	3/30/2013	11AM	10PM	4	7
SUNDAY	3/31/2013	12PM	10PM	4	6

WORKWEEK HOURS TOTAL: 36

Confidential

EMPLOYEE SIGNATURE:

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: MARIANO ROA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	12AM	3AM	0	3
TUESDAY	3/26/2013	9AM	5PM	1	7
WEDNESDAY	3/27/2013	9AM	5PM	1.5	6.5
THURSDAY	3/28/2013	3PM	10PM	4	3
FRIDAY	3/29/2013	3PM	10PM	4	5
SATURDAY	3/30/2013	11AM	10PM	5	6
SUNDAY	3/31/2013	12PM	10PM	4	6

WORKWEEK HOURS TOTAL: 36.5

Confidential

EMPLOYEE SIGNATURE:

Butler's Exh. 26, p. 696

PAY: $325.0
DRAWS: $0.0
NET: $325.0

NAME: MIGUEL HERRERA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOU
MONDAY	3/25/2013	12AM	3AM	0	3
TUESDAY	3/26/2013	9AM	5PM	2.5	5.5
WEDNESDAY	3/27/2013	9AM	5PM	3	5
THURSDAY	3/28/2013	3PM	10PM	3	4
FRIDAY	3/29/2013	3PM	10PM	1.5	5.5
SATURDAY	3/30/2013	11AM	10PM	3	8
SUNDAY	3/31/2013	12PM	10PM	4	6

WORKWEEK HOURS TOTAL: 37

EMPLOYEE SIGNATURE: Confidential

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: ERNESTO VIDAL

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	12AM	3AM	0	3
TUESDAY	3/26/2013	9AM	5PM	1	7
WEDNESDAY	3/27/2013	9AM	5PM	2.5	5.5
THURSDAY	3/28/2013	3PM	10PM	3	4
FRIDAY	3/29/2013	3PM	10PM	4	5
SATURDAY	3/30/2013	11AM	10PM	4.5	6.5
SUNDAY	3/31/2013	12PM	10PM	4	6

WORKWEEK HOURS TOTAL: 37

EMPLOYEE SIGNATURE: Confidential

PAY: $390.00
DRAWS: $0.00
NET: $390.00

NAME: AUGUSTINE ESPINOSA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	12AM	3AM	0	3
TUESDAY	3/26/2013	9AM	5PM	2.5	5.5
WEDNESDAY	3/27/2013	9AM	5PM	3	5
THURSDAY	3/28/2013	3PM	10PM	3	4
FRIDAY	3/29/2013	3PM	10PM	1.5	5.5
SATURDAY	3/30/2013	11AM	10PM	3	8
SUNDAY	3/31/2013	12PM	10PM	4	6

WORKWEEK HOURS TOTAL: 37

EMPLOYEE SIGNATURE: Confidential

Butler's Exh. 26, p. 697

PAY: $425.00
DRAWS: $0.00
NET: $425.00

NAME: ANGEL SEPULVEDA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	12AM	3AM	0	3
TUESDAY	3/26/2013	9AM	5PM	1	7
WEDNESDAY	3/27/2013	9AM	5PM	1.5	6.5
THURSDAY	3/28/2013	3PM	10PM	4	3
FRIDAY	3/29/2013	3PM	10PM	4	5
SATURDAY	3/30/2013	11AM	10PM	5	6
SUNDAY	3/31/2013	12PM	10PM	4	6

WORKWEEK HOURS TOTAL: 36.5

Confidentia Confidential

EMPLOYEE SIGNATURE:

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: LUIS GRACIA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	12AM	3AM	0	3
TUESDAY	3/26/2013	9AM	5PM	2	6
WEDNESDAY	3/27/2013	9AM	5PM	2	6
THURSDAY	3/28/2013	3PM	10PM	3	4
FRIDAY	3/29/2013	3PM	10PM	3	4
SATURDAY	3/30/2013	11AM	10PM	4	7
SUNDAY	3/31/2013	12PM	10PM	4	6

WORKWEEK HOURS TOTAL: 36

Confidential

EMPLOYEE SIGNATURE:

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: LAMITIA JACKSON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	12AM	3AM	0	3
TUESDAY	3/26/2013	9AM	5PM	2	6
WEDNESDAY	3/27/2013	9AM	5PM	3	5
THURSDAY	3/28/2013	3PM	10PM	2.5	4.5
FRIDAY	3/29/2013	3PM	10PM	4	3
SATURDAY	3/30/2013	11AM	10PM	4	7
SUNDAY	3/31/2013	12PM	10PM	4	6

WORKWEEK HOURS TOTAL: 34.5

Confidential

APLOYEE SIGNATURE:

Butler's Exh. 26, p. 698

PAY: $325.00
DRAWS:
NET: $325.00

NAME: JOSE LUIS PENA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	12AM	3AM	0	3
TUESDAY	3/26/2013	9AM	5PM	2.5	5.5
WEDNESDAY	3/27/2013	9AM	5PM	3	5
THURSDAY	3/28/2013	3PM	10PM	3	4
FRIDAY	3/29/2013	3PM	10PM	1.5	5.5
SATURDAY	3/30/2013	11AM	10PM	3	8
SUNDAY	3/31/2013	12PM	10PM	4	6

WORKWEEK HOURS TOTAL: 37

EMPLOYEE SIGNATURE:

Confidential

PAY: $400.00
DRAWS: $0.00
NET: $400.00

NAME: EDUARDO MOTA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	12AM	3AM	0	3
TUESDAY	3/26/2013	9AM	5PM	1	7
WEDNESDAY	3/27/2013	9AM	5PM	1.5	6.5
THURSDAY	3/28/2013	3PM	10PM	4	3
FRIDAY	3/29/2013	3PM	10PM	4	5
SATURDAY	3/30/2013	11AM	10PM	5	6
SUNDAY	3/31/2013	12PM	10PM	4	6

WORKWEEK HOURS TOTAL: 36.5

EMPLOYEE SIGNATURE:

Confidential

PAY: $650.00
DRAWS: $0.00
NET: $650.00

NAME: BENNY HILL

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	12AM	3AM	0	3
TUESDAY	3/26/2013	9AM	5PM	2	6
WEDNESDAY	3/27/2013	9AM	5PM	3	5
THURSDAY	3/28/2013	3PM	10PM	2.5	4.5
FRIDAY	3/29/2013	3PM	10PM	4	3
SATURDAY	3/30/2013	11AM	10PM	4	7
SUNDAY	3/31/2013	12PM	10PM	4	6

WORKWEEK HOURS TOTAL: 34.5

EMPLOYEE SIGNATURE:

Confidential

Butler's Exh. 26, p. 699

PAY: $425.0
DRAWS: $0.0
NET: $425.0

NAME: JUAN RUIZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	12AM	3AM	0	3
TUESDAY	3/26/2013	9AM	5PM	3	5
WEDNESDAY	3/27/2013	9AM	5PM	3	5
THURSDAY	3/28/2013	3PM	10PM	2	5
FRIDAY	3/29/2013	3PM	10PM	1.5	5.5
SATURDAY	3/30/2013	11AM	10PM	3	8
SUNDAY	3/31/2013	12PM	10PM	4	6

WORKWEEK HOURS TOTAL: 37.5

Confidential

PAY: $350.0
DRAWS: $0.0
NET: $350.0

NAME: GABRIELLE BELLO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	12AM	3AM	0	3
TUESDAY	3/26/2013	9AM	5PM	3	5
WEDNESDAY	3/27/2013	9AM	5PM	3	5
THURSDAY	3/28/2013	3PM	10PM	2	5
FRIDAY	3/29/2013	3PM	10PM	1.5	5.5
SATURDAY	3/30/2013	11AM	10PM	3	8
SUNDAY	3/31/2013	12PM	10PM	4	6

WORKWEEK HOURS TOTAL: 37.5

EMPLOYEE SIGNATURE:

Confidential

PAY: $350.0
DRAWS: $0.0
NET: $350.0

NAME: OSCAR VASQUEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	12AM	3AM	0	3
TUESDAY	3/26/2013	9AM	5PM	3	5
WEDNESDAY	3/27/2013	9AM	5PM	3	5
THURSDAY	3/28/2013	3PM	10PM	2	5
FRIDAY	3/29/2013	3PM	10PM	1.5	5.5
SATURDAY	3/30/2013	11AM	10PM	3	8
SUNDAY	3/31/2013	12PM	10PM	4	6

WORKWEEK HOURS TOTAL: 37.5

EMPLOYEE SIGNATURE:

Confidential

Butler's Exh. 26, p. 700

DRAWS:

NET: $325.00

NAME: VICTOR MARTINEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	12AM	3AM	0	3
TUESDAY	3/26/2013	9AM	5PM	1	7
WEDNESDAY	3/27/2013	9AM	5PM	1.5	6.5
THURSDAY	3/28/2013	3PM	10PM	4	3
FRIDAY	3/29/2013	3PM	10PM	4	5
SATURDAY	3/30/2013	11AM	10PM	5	6
SUNDAY	3/31/2013	12PM	10PM	4	6

WORKWEEK HOURS TOTAL: 36.5

Confidential

EMPLOYEE SIGNATURE:

PAY: $400.0

DRAWS:

NET: $400.0

NAME: RUTILLO GUZMAN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	12AM	3AM	0	3
TUESDAY	3/26/2013	9AM	5PM	3	5
WEDNESDAY	3/27/2013	9AM	5PM	3	5
THURSDAY	3/28/2013	3PM	10PM	2	5
FRIDAY	3/29/2013	3PM	10PM	1.5	5.5
SATURDAY	3/30/2013	11AM	10PM	3	8
SUNDAY	3/31/2013	12PM	10PM	4	6

WORKWEEK HOURS TOTAL: 37.5

Confidential

EMPLOYEE SIGNATURE:

PAY: $350.00

DRAWS: $0.00

NET: $350.00

NAME: CONSTANTINO LOPEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	12AM	3AM	0	3
TUESDAY	3/26/2013	9AM	5PM	2	6
WEDNESDAY	3/27/2013	9AM	5PM	3	5
THURSDAY	3/28/2013	3PM	10PM	3	4
FRIDAY	3/29/2013	3PM	10PM	3	4
SATURDAY	3/30/2013	11AM	10PM	4	7
SUNDAY	3/31/2013	12PM	10PM	4	6

WORKWEEK HOURS TOTAL: 35

Confidential

EMPLOYEE SIGNATURE:

Butler's Exh. 26, p. 701

Butler000701

PAY: $400.00
DRAWS: $0.00
NET: $400.00

NAME: JAIME VASQUEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	12AM	3AM	0	3
TUESDAY	3/26/2013	9AM	5PM	2	6
WEDNESDAY	3/27/2013	9AM	5PM	2.5	6
THURSDAY	3/28/2013	9 A.M	10PM	3	4
FRIDAY	3/29/2013	3PM	10PM	4	4
SATURDAY	3/30/2013	11AM	10PM	4.5	7
SUNDAY	3/31/2013	12PM	10PM	4	6

WORKWEEK HOURS TOTAL: 36

Confidential

EMPLOYEE SIGNATURE:

PAY: $350.00
DRAWS: $190.00
NET: $160.00

NAME: SYBERT SLACK

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	12AM	3AM	0	3
TUESDAY	3/26/2013	9AM	5PM	3	5
WEDNESDAY	3/27/2013	9AM	5PM	3	5
THURSDAY	3/28/2013	3PM	10PM	2	5
FRIDAY	3/29/2013	3PM	10PM	1.5	5.5
SATURDAY	3/30/2013	11AM	10PM	3	8
SUNDAY	3/31/2013	12PM	10PM	4	6

WORKWEEK HOURS TOTAL: 37.5

Confidential

EMPLOYEE SIGNATURE:

PAY: $400.00
DRAWS: $0.00
NET: $400.00

NAME: STEVEN SMITH

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	12AM	3AM	0	3
TUESDAY	3/26/2013	9AM	5PM	1	7
WEDNESDAY	3/27/2013	9AM	5PM	2.5	5.5
THURSDAY	3/28/2013	3PM	10PM	3	4
FRIDAY	3/29/2013	3PM	10PM	4	5
SATURDAY	3/30/2013	11AM	10PM	4.5	6.5
SUNDAY	3/31/2013	12PM	10PM	4	6

WORKWEEK HOURS TOTAL: 37

Confidential

EMPLOYEE SIGNATURE:

Butler's Exh. 20, p. 702

PAY: $375.00
DRAWS: $0.00
NET: $375.00

NAME: RICARDO HUERTA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	12AM	3AM	0	3
TUESDAY	3/26/2013	9AM	5PM	3	5
WEDNESDAY	3/27/2013	9AM	5PM	3	5
THURSDAY	3/28/2013	3PM	10PM	2	5
FRIDAY	3/29/2013	3PM	10PM	1.5	5.5
SATURDAY	3/30/2013	11AM	10PM	3	8
SUNDAY	3/31/2013	12PM	10PM	4	6

WORKWEEK HOURS TOTAL: 37.5

Confidential

EMPLOYEE SIGNATURE:

PAY: $400.00
DRAWS: $0.00
NET: $400.00

NAME: JERRY SOOTER

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	12AM	3AM	0	3
TUESDAY	3/26/2013	9AM	5PM	2.5	5.5
WEDNESDAY	3/27/2013	9AM	5PM	2.5	5.5
THURSDAY	3/28/2013	3PM	10PM	3.5	3.5
FRIDAY	3/29/2013	3PM	10PM	1.5	5.5
SATURDAY	3/30/2013	11AM	10PM	3	8
SUNDAY	3/31/2013	12PM	10PM	4	6

WORKWEEK HOURS TOTAL: 37

Confidential

EMPLOYEE SIGNATURE:

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: ASHLEY RUYLE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	12AM	3AM	0	3
TUESDAY	3/26/2013	9AM	5PM	1	7
WEDNESDAY	3/27/2013	9AM	5PM	2.5	5.5
THURSDAY	3/28/2013	3PM	10PM	3	4
FRIDAY	3/29/2013	3PM	10PM	4	5
SATURDAY	3/30/2013	11AM	10PM	5	6
SUNDAY	3/31/2013	12PM	10PM	4	6

WORKWEEK HOURS TOTAL: 36.5

Confidential

EMPLOYEE SIGNATURE:

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: CATHY LARSON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	12AM	3AM	0	3
TUESDAY	3/26/2013	9AM	5PM	2.5	5.5
WEDNESDAY	3/27/2013	9AM	5PM	3	5
THURSDAY	3/28/2013	3PM	10PM	3	4
FRIDAY	3/29/2013	3PM	10PM	1.5	5.5
SATURDAY	3/30/2013	11AM	10PM	3	8
SUNDAY	3/31/2013	12PM	10PM	4	6

WORKWEEK HOURS TOTAL: 37

EMPLOYEE SIGNATURE: Confidential

PAY: $325.0
DRAWS: $0.0
NET: $325.0

NAME: APPALOS MC COREY

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	12AM	3AM	0	3
TUESDAY	3/26/2013	9AM	5PM	3	5
WEDNESDAY	3/27/2013	9AM	5PM	3	5
THURSDAY	3/28/2013	3PM	10PM	2	5
FRIDAY	3/29/2013	3PM	10PM	1.5	5.5
SATURDAY	3/30/2013	11AM	10PM	3	8
SUNDAY	3/31/2013	12PM	10PM	4	6

WORKWEEK HOURS TOTAL: 37.5

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: GUNNAR SAGER

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	12AM	3AM	0	3
TUESDAY	3/26/2013	9AM	5PM	2.5	5.5
WEDNESDAY	3/27/2013	9AM	5PM	2.5	5.5
THURSDAY	3/28/2013	3PM	10PM	3.5	3.5
FRIDAY	3/29/2013	3PM	10PM	1.5	5.5
SATURDAY	3/30/2013	11AM	10PM	3	8
SUNDAY	3/31/2013	12PM	10PM	4	6

WORKWEEK HOURS TOTAL: 37

EMPLOYEE SIGNATURE: Butler's E Confidential

PAY: $350.00

DRAWS:

NET: $350.00

NAME: EDILBERTO SANTOS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	12AM	3AM	0	3
TUESDAY	3/26/2013	9AM	5PM	2.5	5.5
WEDNESDAY	3/27/2013	9AM	5PM	2.5	5.5
THURSDAY	3/28/2013	3PM	10PM	3.5	3.5
FRIDAY	3/29/2013	3PM	10PM	2.5	4.5
SATURDAY	3/30/2013	11AM	10PM	3	8
SUNDAY	3/31/2013	12PM	10PM	4	6

WORKWEEK HOURS TOTAL: 36

Confidential

EMPLOYEE SIGNATURE: [redacted]

Payroll -

MARTINEZ

(MARCH)

2013

03/25/2013 -

03/31/2013

PAYROLL= 300.00 PAY= 300.00

NAME: PATTY WEST

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/13	OFF			
TUESDAY	3/26/13	9:00 AM	5:00 PM	2	6.00
WEDNESDAY	3/27/13	9:00 AM	5:00 PM	2	6.00
THURSDAY	3/28/13	5:00 PM	10:00 PM	1	4.00
FRIDAY	3/29/13	5:00 PM	11:00 PM	2	4.00
SATURDAY	3/30/13	11:00 AM	11:00 PM	4	8.00
SUNDAY	3/31/13	NOON	12:00 AM	4	8.00

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 36

Confidential

EMPLOYEE SIGNATU[redacted]

PAYROLL= 380.00 PAY= 380.00

NAME: TITO TRIANO ALVAREZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/13	OFF			
TUESDAY	3/26/13	9:00 AM	5:00 PM	2	6.00
WEDNESDAY	3/27/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	3/28/13	5:00 PM	10:00 PM	1	4.00
FRIDAY	3/29/13	5:00 PM	11:00 PM	1	5.00
SATURDAY	3/30/13	11:00 AM	11:00 PM	4	8.00
SUNDAY	3/31/13	NOON	12:00 AM	4	8.00

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 38

Confidential

EMPLOYEE SIGNATURE: [redacted]
Confidential

PAYROLL= 380.00

PAY= 380.00

NAME: VICTOR VASQUEZ APODACA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/13	OFF			
TUESDAY	3/26/13	9:00 AM	5:00 PM	2	6.00
WEDNESDAY	3/27/13	9:00 AM	5:00 PM	2	6.00
THURSDAY	3/28/13	5:00 PM	10:00 PM	1	4.00
FRIDAY	3/29/13	5:00 PM	11:00 PM	2	4.00
SATURDAY	3/30/13	11:00 AM	11:00 PM	4	8.00
SUNDAY	3/31/13	NOON	12:00 AM	4	8.00

DRAWS= _____ SAVINGS= _____

UNIFORMS= _____ RENT= _____

WORKWEEK HOURS TOTAL: 36

Confidential

EMPLOYEE SIGNATURE: [redacted]

PAYROLL= 350.00

PAY= 350.00

NAME: JUAN CARLOS VASQUEZ APODACA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/13	OFF			
TUESDAY	3/26/13	9:00 AM	5:00 PM	2	6.00
WEDNESDAY	3/27/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	3/28/13	5:00 PM	10:00 PM	1	4.00
FRIDAY	3/29/13	5:00 PM	11:00 PM	1	5.00
SATURDAY	3/30/13	11:00 AM	11:00 PM	4	8.00
SUNDAY	3/31/13	NOON	12:00 AM	4	8.00

DRAWS= _____ SAVINGS= _____

UNIFORMS= _____ RENT= _____

WORKWEEK HOURS TOTAL: 38

Confidential

EMPLOYEE SIGNATURE: [redacted]

PAYROLL= 380.00 PAY= 380.00

NAME: ARMONDO BARRIOS APOLINAR

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/13	OFF			
TUESDAY	3/26/13	9:00 AM	5:00 PM	2	6.00
WEDNESDAY	3/27/13	9:00 AM	5:00 PM	2	6.00
THURSDAY	3/28/13	5:00 PM	10:00 PM	1	4.00
FRIDAY	3/29/13	5:00 PM	11:00 PM	2	4.00
SATURDAY	3/30/13	11:00 AM	11:00 PM	4	8.00
SUNDAY	3/31/13	NOON	12:00 AM	4	8.00

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 36

EMPLOYEE SIGNATURE: [redacted]

Confidential

PAYROLL= 300.00 PAY= 300.00

NAME: JESSE BOGUE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/13	OFF			
TUESDAY	3/26/13	9:00 AM	5:00 PM	2	6.00
WEDNESDAY	3/27/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	3/28/13	5:00 PM	10:00 PM	1	4.00
FRIDAY	3/29/13	5:00 PM	11:00 PM	1	5.00
SATURDAY	3/30/13	11:00 AM	11:00 PM	4	8.00
SUNDAY	3/31/13	NOON	12:00 AM	4	8.00

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 38

EMPLOYEE SIGNATURE: [redacted]

Confidential

PAYROLL= 216.00 PAY= 216.00

NAME: ROSEMARY BROWN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/13	OFF			
TUESDAY	3/26/13	OFF			
WEDNESDAY	3/27/13	OFF			
THURSDAY	3/28/13	5:00 PM	10:00 PM	1	4.00
FRIDAY	3/29/13	5:00 PM	11:00 PM	2	4.00
SATURDAY	3/30/13	11:00 AM	11:00 PM	4	8.00
SUNDAY	3/31/13	NOON	12:00 AM	4	8.00

DRAWS= SAVINGS= WORKWEEK HOURS TOTAL:
UNIFORMS= RENT= 24

EMPLOYEE SIGNATURE: Confidential

PAYROLL= 355.00 PAY= 355.00

NAME: IVAN GONZALES CABANAS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/13	OFF			
TUESDAY	3/26/13	9:00 AM	5:00 PM	2	6.00
WEDNESDAY	3/27/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	3/28/13	5:00 PM	10:00 PM	1	4.00
FRIDAY	3/29/13	5:00 PM	11:00 PM	1	5.00
SATURDAY	3/30/13	11:00 AM	11:00 PM	4	8.00
SUNDAY	3/31/13	NOON	12:00 AM	4	8.00

DRAWS= SAVINGS= WORKWEEK HOURS TOTAL:
UNIFORMS= RENT= 38

Confidential

EMPLOYEE SIGN

Butler's Exh. 26, p. 710

PAYROLL= 355.00 PAY= 355.00

NAME: ROBERTO JUAREZ CATALINA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/13	OFF			
TUESDAY	3/26/13	9:00 AM	5:00 PM	2	6.00
WEDNESDAY	3/27/13	9:00 AM	5:00 PM	2	6.00
THURSDAY	3/28/13	5:00 PM	10:00 PM	1	4.00
FRIDAY	3/29/13	5:00 PM	11:00 PM	2	4.00
SATURDAY	3/30/13	11:00 AM	11:00 PM	4	8.00
SUNDAY	3/31/13	NOON	12:00 AM	4	8.00

DRAWS= SAVINGS= WORKWEEK HOURS TOTAL:
UNIFORMS= RENT= 36

EMPLOYEE SIGNATURE: [redacted]

PAYROLL= 450.00 PAY= 300.00

NAME: JUDITH CHESSER

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/13	OFF			
TUESDAY	3/26/13	9:00 AM	5:00 PM	2	6.00
WEDNESDAY	3/27/13	9:00 AM	5:00 PM	2	6.00
THURSDAY	3/28/13	5:00 PM	10:00 PM	1	4.00
FRIDAY	3/29/13	5:00 PM	11:00 PM	2	4.00
SATURDAY	3/30/13	11:00 AM	11:00 PM	4	8.00
SUNDAY	3/31/13	NOON	12:00 AM	4	8.00

DRAWS= CHILD SUPPORT 150.00 WORKWEEK HOURS TOTAL:
UNIFORMS= RENT= 36

EMPLOYEE SIGNATURE: [redacted]

Confidential

PAYROLL= 325.00 PAY= 275.00

NAME: JOSEPH CHESSER

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/13	OFF			
TUESDAY	3/26/13	9:00 AM	5:00 PM	2	6.00
WEDNESDAY	3/27/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	3/28/13	5:00 PM	10:00 PM	1	4.00
FRIDAY	3/29/13	5:00 PM	11:00 PM	1	5.00
SATURDAY	3/30/13	11:00 AM	11:00 PM	4	8.00
SUNDAY	3/31/13	NOON	12:00 AM	4	8.00

DRAWS= SAVINGS=
UNIFORMS= RENT= 50.00

WORKWEEK HOURS TOTAL: 38

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 108.00 PAY= 108.00

NAME: NICOLAUS CHESSER

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/13	OFF			
TUESDAY	3/26/13	OFF			
WEDNESDAY	3/27/13	OFF			
THURSDAY	3/28/13	OFF			
FRIDAY	3/29/13	OFF			
SATURDAY	3/30/13	11:00 AM	11:00 PM	5	7.00
SUNDAY	3/31/13	NOON	12:00 AM	6	6.00

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 13

Confidential

EMPLOYEE SIGNATURE:

PAYROLL= 350.00 PAY= 350.00

NAME: **INES APODACA COLIO**

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/13	OFF			
TUESDAY	3/26/13	9:00 AM	5:00 PM	2	6.00
WEDNESDAY	3/27/13	9:00 AM	5:00 PM	2	6.00
THURSDAY	3/28/13	5:00 PM	10:00 PM	1	4.00
FRIDAY	3/29/13	5:00 PM	11:00 PM	2	4.00
SATURDAY	3/30/13	11:00 AM	11:00 PM	4	8.00
SUNDAY	3/31/13	NOON	12:00 AM	4	8.00

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 36

EMPLOYEE SIGNATURE: Confidential

PAYROLL= 380.00 PAY= 380.00

NAME: **ROMAN RODRIGUEZ ADAME**

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/13	OFF			
TUESDAY	3/26/13	9:00 AM	5:00 PM	2	6.00
WEDNESDAY	3/27/13	9:00 AM	5:00 PM	2	6.00
THURSDAY	3/28/13	5:00 PM	10:00 PM	1	4.00
FRIDAY	3/29/13	5:00 PM	11:00 PM	2	4.00
SATURDAY	3/30/13	11:00 AM	11:00 PM	4	8.00
SUNDAY	3/31/13	NOON	12:00 AM	4	8.00

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 36

Confidential

EMPLOYEE SIGNATURE:

PAYROLL= 300.00 PAY= 300.00

NAME: ED TRASLEVINA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/13	OFF			
TUESDAY	3/26/13	9:00 AM	5:00 PM	2	6.00
WEDNESDAY	3/27/13	9:00 AM	5:00 PM	2	6.00
THURSDAY	3/28/13	5:00 PM	10:00 PM	1	4.00
FRIDAY	3/29/13	5:00 PM	11:00 PM	2	4.00
SATURDAY	3/30/13	11:00 AM	11:00 PM	4	8.00
SUNDAY	3/31/13	NOON	12:00 AM	4	8.00

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 36

Confidential

EMPLOYEE SIGNATURE:

PAYROLL= 325.00 PAY= 155.00

NAME: JESUS VERDUGO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/13	OFF			
TUESDAY	3/26/13	9:00 AM	5:00 PM	2	6.00
WEDNESDAY	3/27/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	3/28/13	5:00 PM	10:00 PM	1	4.00
FRIDAY	3/29/13	5:00 PM	11:00 PM	1	5.00
SATURDAY	3/30/13	11:00 AM	11:00 PM	4	8.00
SUNDAY	3/31/13	NOON	12:00 AM	4	8.00

DRAWS= 120.00 DEAN=
UNIFORMS= RENT= 50.00

WORKWEEK HOURS TOTAL: 38

Confidential

EMPLOYEE S

PAYROLL= 325.00 PAY= 275.00

NAME: MICHAEL COMEFORD

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/13	OFF			
TUESDAY	3/26/13	9:00 AM	5:00 PM	2	6.00
WEDNESDAY	3/27/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	3/28/13	5:00 PM	10:00 PM	1	4.00
FRIDAY	3/29/13	5:00 PM	11:00 PM	1	5.00
SATURDAY	3/30/13	11:00 AM	11:00 PM	4	8.00
SUNDAY	3/31/13	NOON	12:00 AM	4	8.00

WORKWEEK HOURS TOTAL: 38

DRAWS= SAVINGS=
UNIFORMS= RENT= 50.00

Confidential

EMPLOYEE SIGNATURE:

PAYROLL= 325.00 PAY= 95.00

NAME: ROOSEVELT CONLEY

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/13	OFF			
TUESDAY	3/26/13	9:00 AM	5:00 PM	2	6.00
WEDNESDAY	3/27/13	9:00 AM	5:00 PM	2	6.00
THURSDAY	3/28/13	5:00 PM	10:00 PM	1	4.00
FRIDAY	3/29/13	5:00 PM	11:00 PM	2	4.00
SATURDAY	3/30/13	11:00 AM	11:00 PM	4	8.00
SUNDAY	3/31/13	NOON	12:00 AM	4	8.00

WORKWEEK HOURS TOTAL: 36

DRAWS= 30.00 SAVINGS= 100.00
UNIFORMS= RENT= 50.00

Confidential

EMPLOYEE SIGNATURE:

PAYROLL= 325.00 PAY= 325.00

NAME: VALENTINA HERNANDEZ CORTES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/13	OFF			
TUESDAY	3/26/13	9:00 AM	5:00 PM	2	6.00
WEDNESDAY	3/27/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	3/28/13	5:00 PM	10:00 PM	1	4.00
FRIDAY	3/29/13	5:00 PM	11:00 PM	1	5.00
SATURDAY	3/30/13	11:00 AM	11:00 PM	4	8.00
SUNDAY	3/31/13	NOON	12:00 AM	4	8.00

WORKWEEK HOURS TOTAL: 38

DRAWS= SAVINGS=
UNIFORMS= RENT=

Confidential

EMPLOYEE SIGNATURE:

PAYROLL= 325.00 PAY= 60.00

NAME: HARVEY DONALDSON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/13	OFF			
TUESDAY	3/26/13	9:00 AM	5:00 PM	2	6.00
WEDNESDAY	3/27/13	9:00 AM	5:00 PM	2	6.00
THURSDAY	3/28/13	5:00 PM	10:00 PM	1	4.00
FRIDAY	3/29/13	5:00 PM	11:00 PM	2	4.00
SATURDAY	3/30/13	11:00 AM	11:00 PM	4	8.00
SUNDAY	3/31/13	NOON	12:00 AM	4	8.00

WORKWEEK HOURS TOTAL: 36

DRAWS= 40.00 SAVINGS= 200.00
UNIFORMS= RENT= 25.00

Confidential

EMPLOYEE SIGNATURE:

PAYROLL= 380.00 PAY= 380.00

NAME: JORGE ARMONDO CARRANZA FLORES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/13	OFF			
TUESDAY	3/26/13	9:00 AM	5:00 PM	2	6.00
WEDNESDAY	3/27/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	3/28/13	5:00 PM	10:00 PM	1	4.00
FRIDAY	3/29/13	5:00 PM	11:00 PM	1	5.00
SATURDAY	3/30/13	11:00 AM	11:00 PM	4	8.00
SUNDAY	3/31/13	NOON	12:00 AM	4	8.00

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 38

Confidential

EMPLOYEE SIGNATURE:

PAYROLL= 350.00 PAY= 350.00

NAME: MARCO ANTONIO SCANDON FRIAS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/13	OFF			
TUESDAY	3/26/13	9:00 AM	5:00 PM	2	6.00
WEDNESDAY	3/27/13	9:00 AM	5:00 PM	2	6.00
THURSDAY	3/28/13	5:00 PM	10:00 PM	1	4.00
FRIDAY	3/29/13	5:00 PM	11:00 PM	2	4.00
SATURDAY	3/30/13	11:00 AM	11:00 PM	4	8.00
SUNDAY	3/31/13	NOON	12:00 AM	4	8.00

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 36

EMPLOYEE SIGNATURE: Confidential

PAYROLL= 325.00 PAY= 325.00

NAME: LUPITA GALLAN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/13	OFF			
TUESDAY	3/26/13	9:00 AM	5:00 PM	2	6.00
WEDNESDAY	3/27/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	3/28/13	5:00 PM	10:00 PM	1	4.00
FRIDAY	3/29/13	5:00 PM	11:00 PM	1	5.00
SATURDAY	3/30/13	11:00 AM	11:00 PM	4	8.00
SUNDAY	3/31/13	NOON	12:00 AM	4	8.00

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 38

Confidential

EMPLOYEE SIGNATURE: [redacted]

PAYROLL= 325.00 PAY= 325.00

NAME: RODOLFO ALVAREZ GARCIA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/13	OFF			
TUESDAY	3/26/13	9:00 AM	5:00 PM	2	6.00
WEDNESDAY	3/27/13	9:00 AM	5:00 PM	2	6.00
THURSDAY	3/28/13	5:00 PM	10:00 PM	1	4.00
FRIDAY	3/29/13	5:00 PM	11:00 PM	2	4.00
SATURDAY	3/30/13	11:00 AM	11:00 PM	4	8.00
SUNDAY	3/31/13	NOON	12:00 AM	4	8.00

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 36

Confidential

EMPLOYEE SIGNATURE: [redacted]

PAYROLL= 470.00 PAY= 470.00

NAME: SALVADOR ALVAREZ GARCIA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/13	OFF			
TUESDAY	3/26/13	9:00 AM	5:00 PM	2	6.00
WEDNESDAY	3/27/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	3/28/13	5:00 PM	10:00 PM	1	4.00
FRIDAY	3/29/13	5:00 PM	11:00 PM	1	5.00
SATURDAY	3/30/13	11:00 AM	11:00 PM	4	8.00
SUNDAY	3/31/13	NOON	12:00 AM	4	8.00

DRAWS= SAVI
UNIFORMS= RENT

WORKWEEK HOURS TOTAL: 38

EMPLOYEE SIGNATURE:

Confidential

PAYROLL= 350.00 PAY= 350.00

NAME: MARIA ISABEL GUERRA HERNANDEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/13	OFF			
TUESDAY	3/26/13	9:00 AM	5:00 PM	2	6.00
WEDNESDAY	3/27/13	9:00 AM	5:00 PM	2	6.00
THURSDAY	3/28/13	5:00 PM	10:00 PM	1	4.00
FRIDAY	3/29/13	5:00 PM	11:00 PM	2	4.00
SATURDAY	3/30/13	11:00 AM	11:00 PM	4	8.00
SUNDAY	3/31/13	NOON	12:00 AM	4	8.00

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 36

EMPLOYEE SIGNATURE:

Confidential

PAYROLL= 420.00 PAY= 370.00

NAME: ALBERTO LUIS SANCHEZ LOPEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/13	OFF			
TUESDAY	3/26/13	9:00 AM	5:00 PM	2	6.00
WEDNESDAY	3/27/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	3/28/13	5:00 PM	10:00 PM	1	4.00
FRIDAY	3/29/13	5:00 PM	11:00 PM	1	5.00
SATURDAY	3/30/13	11:00 AM	11:00 PM	4	8.00
SUNDAY	3/31/13	NOON	12:00 AM	4	8.00

DRAWS= TICKET= 50.00 WORKWEEK HOURS TOTAL: 38

UNIFORMS= RENT=

EMPLOYEE SIGNATU Confidential

PAYROLL= 350.00 PAY= 350.00

NAME: PEDRO HERRERA LOZANO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/13	OFF			
TUESDAY	3/26/13	9:00 AM	5:00 PM	2	6.00
WEDNESDAY	3/27/13	9:00 AM	5:00 PM	2	6.00
THURSDAY	3/28/13	5:00 PM	10:00 PM	1	4.00
FRIDAY	3/29/13	5:00 PM	11:00 PM	2	4.00
SATURDAY	3/30/13	11:00 AM	11:00 PM	4	8.00
SUNDAY	3/31/13	NOON	12:00 AM	4	8.00

DRAWS= SAVINGS= WORKWEEK HOURS TOTAL: 36

UNIFORMS= RENT=

Confidential

EMPLOYEE SIGNATU

PAYROLL= 325.00 PAY= 205.00

NAME: EDWARD MONTEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/13	OFF			
TUESDAY	3/26/13	9:00 AM	5:00 PM	2	6.00
WEDNESDAY	3/27/13	9:00 AM	5:00 PM	2	6.00
THURSDAY	3/28/13	5:00 PM	10:00 PM	1	4.00
FRIDAY	3/29/13	5:00 PM	11:00 PM	2	4.00
SATURDAY	3/30/13	11:00 AM	11:00 PM	4	8.00
SUNDAY	3/31/13	NOON	12:00 AM	4	8.00

DRAWS= 120.00 SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 36

Confidential

EMPLOYEE SIGNATURE:

PAYROLL= 300.00 PAY= 300.00

NAME: ISMAEL VIVANCO MONTALVO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/13	OFF			
TUESDAY	3/26/13	9:00 AM	5:00 PM	2	6.00
WEDNESDAY	3/27/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	3/28/13	5:00 PM	10:00 PM	1	4.00
FRIDAY	3/29/13	5:00 PM	11:00 PM	1	5.00
SATURDAY	3/30/13	11:00 AM	11:00 PM	4	8.00
SUNDAY	3/31/13	NOON	12:00 AM	4	8.00

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 38

Confidential

EMPLOYEE SIGNATUR

PAYROLL= 350.00 PAY= 350.00

NAME: MIGUEL ANGEL ALARCON NOLASCO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/13	OFF			
TUESDAY	3/26/13	9:00 AM	5:00 PM	2	6.00
WEDNESDAY	3/27/13	9:00 AM	5:00 PM	2	6.00
THURSDAY	3/28/13	5:00 PM	10:00 PM	1	4.00
FRIDAY	3/29/13	5:00 PM	11:00 PM	2	4.00
SATURDAY	3/30/13	11:00 AM	11:00 PM	4	8.00
SUNDAY	3/31/13	NOON	12:00 AM	4	8.00

WORKWEEK HOURS TOTAL: 36

DRAWS= - SAVINGS=
UNIFORMS= RENT=

Confidential

EMPLOYEE SIGNATURE: [redacted]

PAYROLL= 325.00 PAY= 325.00

NAME: DIEGO IMILIO SAINZ PASOS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/13	OFF			
TUESDAY	3/26/13	9:00 AM	5:00 PM	2	6.00
WEDNESDAY	3/27/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	3/28/13	5:00 PM	10:00 PM	1	4.00
FRIDAY	3/29/13	5:00 PM	11:00 PM	1	5.00
SATURDAY	3/30/13	11:00 AM	11:00 PM	4	8.00
SUNDAY	3/31/13	NOON	12:00 AM	4	8.00

WORKWEEK HOURS TOTAL: 38

DRAWS= - SAVINGS=
UNIFORMS= RENT=

Confidential

EMPLOYEE SIGNATURE: [redacted]

PAYROLL= 300.00 PAY= 300.00

NAME: RICHARD LEE NORWOOD

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/13	OFF			
TUESDAY	3/26/13	9:00 AM	5:00 PM	2	6.00
WEDNESDAY	3/27/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	3/28/13	5:00 PM	10:00 PM	1	4.00
FRIDAY	3/29/13	5:00 PM	11:00 PM	1	5.00
SATURDAY	3/30/13	11:00 AM	11:00 PM	4	8.00
SUNDAY	3/31/13	NOON	12:00 AM	4	8.00

WORKWEEK HOURS TOTAL: 38

DRAWS= SAVINGS=
UNIFORMS= RENT=

Confidential

EMPLOYEE SIGNATURE:

PAYROLL= 350.00 PAY= 350.00

NAME: AMANCIO GONZALES ROJAS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/13	OFF			
TUESDAY	3/26/13	9:00 AM	5:00 PM	2	6.00
WEDNESDAY	3/27/13	9:00 AM	5:00 PM	2	6.00
THURSDAY	3/28/13	5:00 PM	10:00 PM	1	4.00
FRIDAY	3/29/13	5:00 PM	11:00 PM	2	4.00
SATURDAY	3/30/13	11:00 AM	11:00 PM	4	8.00
SUNDAY	3/31/13	NOON	12:00 AM	4	8.00

WORKWEEK HOURS TOTAL: 36

DRAWS= SAVINGS=
UNIFORMS= RENT=

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 350.00 PAY= 310.00

NAME: FAUSTINO ABURTO SEDANO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/13	OFF			
TUESDAY	3/26/13	9:00 AM	5:00 PM	2	6.00
WEDNESDAY	3/27/13	9:00 AM	5:00 PM	1	7.00
THURSDAY	3/28/13	5:00 PM	10:00 PM	1	4.00
FRIDAY	3/29/13	5:00 PM	11:00 PM	1	5.00
SATURDAY	3/30/13	11:00 AM	11:00 PM	4	8.00
SUNDAY	3/31/13	NOON	12:00 AM	4	8.00

DRAWS= 40.00 SAVINGS=

UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 38

Confidential

EMPLOYEE SIGNATURE:

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MARTINEZ
MARCH 28-31, 2013

JUDY JOYCE

DAY	HOURS	DRAWS	MISC. CHGS.	OVER/
CARRY FROM LAST WEEK				
MONDAY				
TUESDAY				
WEDNESDAY	2.75			-30.(
THURSDAY	5.75			30.(
FRIDAY	8.50		50.00	
SATURDAY	7.50	0.00	50.00	0.(
SUNDAY	24.50			
TOTALS				

GROSS	209.48
SAVINGS	0.00
DRAWS	50.00
RENT/MISC	0.00
OVER/SHORT	159.48
NET PAY	

SIGNATURE [redacted] Confidential

MARTINEZ
MARCH 28-31, 2013

RHONDA FLEMMING

DAY	HOURS	DRAWS	MISC. CHGS.	OVER/S
CARRY FROM LAST WEEK				
MONDAY				
TUESDAY				
WEDNESDAY				
THURSDAY	5.25			
FRIDAY	5.25			
SATURDAY	8.50			1
SUNDAY	7.50	5.00	25.00	
TOTALS	26.50	5.00	25.00	1

GROSS	226.58
SAVINGS	0.00
DRAWS	45.00
RENT/MISC	25.00
OVER/SHORT	15.00
NET PAY	171.58

SIGNATURE [redacted] Confidential

Butler's Exh. 26, p. 725

MARTINEZ
MARCH 28-31, 2013

TAMMY CUETO

DAY	HOURS	DRAWS	MISC. CHGS.	OVER/SHORT
CARRY FROM LAST WEEK				
MONDAY				
TUESDAY				
WEDNESDAY				
THURSDAY	5.25			
FRIDAY	5.50			20.00
SATURDAY	8.00			
SUNDAY	8.00			
TOTALS	26.75		0.00	20.00

GROSS	228.71
SAVINGS	0.00
DRAWS	0.00
RENT/MISC	0.00
OVER/SHORT	20.00
NET PAY	248.71

Confidential

SIGNATURE [redacted]

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MARTINEZ
MARCH 28-31, 2013

	GROSS	NET
IDY JOYCE	209.48	159.48
TAMMY CUETO	228.71	248.71
RHONDA FLEMMING	226.58	211.58
TOTALS	664.76	619.76
	BUNK HOUSE=	75.00
	SAVINGS=	0.00
	TOTAL=	694.76

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MARTINEZ	MARCH 25-31, 2013	RIDE	BASE PAY	EXTRA PAY	THIS WEEK	DRAWS	UNIFORMS	SAVINGS	RENT	ID	TOTAL DED	NET PAY
ADAME	ROMAN, RODRIGUEZ	GIANT WHEEL	380.00		380.00						-	380.00
ALVAREZ	TITO, TRIANO	1001	380.00		380.00						-	380.00
APODACA	VICTOR, VASQUEZ	GIANT WHEEL	350.00	30.00	380.00						-	380.00
APODACA	JUAN CARLOS, VASQUEZ	GRAVITRON	350.00		350.00						-	350.00
APOLINAR	ARMONDO BARRIOS	SUPER SHOT	380.00		380.00						-	380.00
BOGUE	JESSE	OFFICE	300.00		300.00						-	300.00
BROWN	ROSEMARY	GRAVITRON	325.00	(109.00)	216.00						-	216.00
CABANAS	IVAN GONZALES	GIANT WH/TILT	325.00	30.00	355.00						-	355.00
CATALINA	ROBERTO JUAREZ	GIANT WHEEL	325.00	30.00	355.00						-	355.00
CHESSER	JUDITH	OFFICE	450.00		450.00			150.00			150.00	300.00
CHESSER	JOSEPH	SHREK	325.00	0.00	325.00				50.00	B	50.00	275.00
CHESSER	NICOLAUS	MARDI GRAS	325.00	(217.00)	108.00						-	108.00
COLIO	INES, APODACA	JUMP AROUND	350.00		350.00						-	350.00
COMERFORD	MICHAEL	LOLLIES	325.00		325.00				50.00	B	50.00	275.00
CONLEY	ROOSEVELT	AMERICANA	325.00		325.00	80.00		100.00	50.00	B	230.00	95.00
CORTES	VALENTINA HERNANDEZ	JUMP AROUND	325.00		325.00						-	325.00
DONALDSON	HARVEY	LOLLIES	325.00		325.00	40.00		200.00	25.00	B	265.00	60.00
FLORES	JORGE, ARMONDO CARRANZA	GIANT WH/GRAVITRON	350.00	30.00	380.00						-	380.00
FRIAS	MARCO, ANTONIO SCANDON	YO YO	350.00		350.00						-	350.00
GALAN	GALLAN, LUPITA	MARDI GRAS	325.00		325.00							325.00
GARCIA	RODOLFO, ALVAREZ	TEA CUPS	325.00		325.00						-	325.00
GARCIA	SALVADOR, ALVAREZ	DRIVER/YO YO	430.00	40.00	470.00						-	470.00
HERNANDEZ	MARIA, ISABEL GUERRA	MARDI GRAS	350.00		350.00						-	350.00
LOPEZ	ALBERTO, LUIS SANCHEZ	DRIVER/GIANT WHEEL	350.00	70.00	420.00			50.00			50.00	370.00
LOZANO	PEDRO HERRERA	TILT	350.00		350.00						-	350.00
MONTEZ	EDWARD	AMERICANA	325.00		325.00	120.00		-			120.00	205.00
MONTALVO	ISMAEL, VIVANCO	DRIVER/FOOD	300.00		300.00						-	300.00
NOLASCO	MIGUEL, ANGEL ALARCON	SUPER SHOT	350.00		350.00						-	350.00
PASOS	DIEGO	ORIENT	325.00		325.00						-	325.00
NORWOOD	RICHARD, LEE	OFFICE	300.00		300.00						-	300.00
ROJAS	AMANCIO, GONZALES	1001	350.00		350.00						-	350.00
SEDANO	FAUSTINO, ABURTO	TEA CUPS	350.00		350.00	40.00					40.00	310.00
TRASLEVINA	ED	SHOP/DRIVER	300.00		300.00						-	300.00
VERDUGO SR	JESUS	SHREK	325.00		325.00	120.00		-	50.00	B	170.00	155.00
WEST	PATTY	OFFICE	300.00		300.00						-	300.00
		TOTALS=	24,115.00		11,824.00	400.00		500.00	225.00		1,125.00	10,699.00
											SAVINGS=	500.00
											RENT=	225.00
												11,424.00

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pamphlets

VALLEJO

2013

03/25/2013 -
03/31/2013

VALLEJO
MARCH 28-31,2013

SABRINA REYNOLDS

DAY	HOURS	DRAWS	MISC. CHGS.	OVER/SHORT
CARRY FROM LAST WEEK				
MONDAY				
TUESDAY				
WEDNESDAY				
THURSDAY	5.00			
FRIDAY	6.00	40.00		3.00
SATURDAY	9.00			-5.00
SUNDAY	7.00			9.00
TOTALS	27.00	40.00		7.00

GROSS	231.00
DRAWS	40.00
RENT/MISC	
OVER/SHORT	7.00
NET PAY	198.00

RECEIVED: Confidential

VALLEJO
MARCH 28-31,2013

CHLOE NORWOOD

DAY	HOURS	DRAWS	MISC. CHGS.	OVER/SHORT
CARRY FROM LAST WEEK				
MONDAY				
TUESDAY				
WEDNESDAY				
THURSDAY	5.00			
FRIDAY	6.00			
SATURDAY	9.00			
SUNDAY	7.00	20.00	50.00	1.00
TOTALS	27.00	20.00	50.00	1.00

GROSS	231.00
DRAWS	20.00
RENT/MISC	50.00
OVER/SHORT	1.00
NET PAY	162.00

RECEIVED: Confidential

VALLEJO
MARCH 28-31,2013

GINA RUSSELL

DAY	HOURS	DRAWS	MISC. CHGS.	OVER/SHORT
CARRY FROM LAST WEEK				
MONDAY				
TUESDAY				
WEDNESDAY				
THURSDAY	5.00			-88.00
FRIDAY	6.00		50.00	62.00
SATURDAY	9.00			3.00
SUNDAY	7.00	20.00		
TOTALS	27.00	20.00	50.00	-23.00

GROSS	231.00
DRAWS	20.00
RENT/MISC	50.00
OVER/SHORT VALLEJO 2012	-23.00
NET PAY	138.00

RECEIVED [redacted]

Confidential

VALLEJO
MARCH 28-31,2013

CRYSTAL MCARTER

DAY	HOURS	DRAWS	MISC. CHGS.	OVER/SHORT
CARRY FROM LAST WEEK				
MONDAY				
TUESDAY				
WEDNESDAY				
THURSDAY				
FRIDAY				
SATURDAY	9.00		10.00	
SUNDAY	7.00			
TOTALS	16.00		10.00	

GROSS	137.00
DRAWS	
RENT/MISC	10.00
OVER/SHORT VALLEJO 2012	
NET PAY	127.00

RECEIVED: [redacted]

Confidential

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VALLEJO
MARCH 28-31,2013

DON WYATT

DAY	HOURS	DRAWS	MISC. CHGS.	OVER/SHORT
CARRY FROM LAST WEEK				
MONDAY				
TUESDAY				
WEDNESDAY				
THURSDAY	5.00	40.00		-162.00
FRIDAY	6.00			-6.00
SATURDAY	2.00	40.00		-5.00
SUNDAY	7.00	20.00		-173.00
TOTALS	20.00	100.00		-346.00

GROSS	171.00
DRAWS	100.00
RENT/MISC	
OVER/SHORT	-346.00
NET PAY	-305.00

50

-355

RECEIVED: Confidential

PAYROLL= 400.00 PAY= 400.00

NAME: RANDAL ACKERMAN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/13				
TUESDAY	3/26/13				
WEDNESDAY	3/27/13				
THURSDAY	3/28/13		DRIVER		
FRIDAY	3/29/13				
SATURDAY	3/30/13				
SUNDAY	3/31/13				

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 0

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 350.00 PAY= 350.00

NAME: CLAUDIO MARIN ALARCON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/13				
TUESDAY	3/26/13	9:00 AM	5:00 PM	2	6
WEDNESDAY	3/27/13	9:00 AM	5:00 PM	2	6
THURSDAY	3/28/13	4:00 PM	10:00 PM	2	4
FRIDAY	3/29/13	4:00 PM	10:00 PM	2	4
SATURDAY	3/30/13	11:00 AM	11:00 PM	2	10
SUNDAY	3/31/13	12:00 PM	12:00 AM	2	10

DRAWS=
UNIFORMS=

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE:

Confidential

PAYROLL= 325.00 PAY= 325.00

NAME: MIGUEL ANGEL PONCE ALVARADO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/13				
TUESDAY	3/26/13	9:00 AM	5:00 PM	1	7
WEDNESDAY	3/27/13	9:00 AM	5:00 PM	1	7
THURSDAY	3/28/13	4:00 PM	10:00 PM	1	5
FRIDAY	3/29/13	4:00 PM	10:00 PM	1	5
SATURDAY	3/30/13	11:00 AM	11:00 PM	4	8
SUNDAY	3/31/13	12:00 PM	12:00 AM	4	8

DRAWS=
UNIFORMS=

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE:

Confidential

PAYROLL= 325.00 PAY= 155.00

NAME: MICHAEL ANDERSON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/13				
TUESDAY	3/26/13	9:00 AM	5:00 PM	2	6
WEDNESDAY	3/27/13	9:00 AM	5:00 PM	1	7
THURSDAY	3/28/13	4:00 PM	10:00 PM	2	4
FRIDAY	3/29/13	4:00 PM	10:00 PM	1	5
SATURDAY	3/30/13	11:00 AM	11:00 PM	3	9
SUNDAY	3/31/13	12:00 PM	12:00 AM	3	9

DRAWS= 120.00 SAVINGS=

UNIFORMS= RENT= 50.00

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE: [redacted]

Confidential

PAYROLL= 350.00 PAY= 350.00

NAME: FRANCISCO NEPOMUCENO APARICIO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/13				
TUESDAY	3/26/13	9:00 AM	5:00 PM	1	7
WEDNESDAY	3/27/13	9:00 AM	5:00 PM	1	7
THURSDAY	3/28/13	4:00 PM	10:00 PM	1	5
FRIDAY	3/29/13	4:00 PM	10:00 PM	1	5
SATURDAY	3/30/13	11:00 AM	11:00 PM	4	8
SUNDAY	3/31/13	12:00 PM	12:00 AM	4	8

DRAWS= SAVINGS=

UNIFORMS= [redacted]

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE: [redacted]

Confidential

PAYROLL= 325.00 PAY= 245.00

NAME: JENNIFER BALL

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/13				
TUESDAY	3/26/13	9:00 AM	5:00 PM	2	6
WEDNESDAY	3/27/13	9:00 AM	5:00 PM	2	6
THURSDAY	3/28/13	4:00 PM	10:00 PM	2	4
FRIDAY	3/29/13	4:00 PM	10:00 PM	2	4
SATURDAY	3/30/13	11:00 AM	11:00 PM	2	10
SUNDAY	3/31/13	12:00 PM	12:00 AM	2	10

DRAWS= 80.00 SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATU

Confidential

PAYROLL= 325.00 PAY= 270.00

NAME: JOSHUA BALL

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/13				
TUESDAY	3/26/13	9:00 AM	5:00 PM	2	6
WEDNESDAY	3/27/13	9:00 AM	5:00 PM	1	7
THURSDAY	3/28/13	4:00 PM	10:00 PM	2	4
FRIDAY	3/29/13	4:00 PM	10:00 PM	1	5
SATURDAY	3/30/13	11:00 AM	11:00 PM	3	9
SUNDAY	3/31/13	12:00 PM	12:00 AM	3	9

DRAWS= 40.00 SAVINGS=
UNIFORMS= 15.00 RENT=

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATU

Confidential

PAYROLL= 325.00 PAY= 185.00

NAME: RONALD BOHANON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/13				
TUESDAY	3/26/13	9:00 AM	5:00 PM	1	7
WEDNESDAY	3/27/13	9:00 AM	5:00 PM	2	6
THURSDAY	3/28/13	4:00 PM	10:00 PM	2	4
FRIDAY	3/29/13	4:00 PM	10:00 PM	1	5
SATURDAY	3/30/13	11:00 AM	11:00 PM	3	9
SUNDAY	3/31/13	12:00 PM	12:00 AM	3	9

DRAWS= 140.00 SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SI

PAYROLL= 355.00 PAY= 355.00

NAME: ROSENDO ORTIZ CERVANTES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/13				
TUESDAY	3/26/13	9:00 AM	5:00 PM	1	7
WEDNESDAY	3/27/13	9:00 AM	5:00 PM	2	6
THURSDAY	3/28/13	4:00 PM	10:00 PM	2	4
FRIDAY	3/29/13	4:00 PM	10:00 PM	1	5
SATURDAY	3/30/13	11:00 AM	11:00 PM	3	9
SUNDAY	3/31/13	12:00 PM	12:00 AM	3	9

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE:

PAYROLL= 350.00 PAY= 180.00

NAME: CHRISTOPHER CHESSER

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/13				
TUESDAY	3/26/13	9:00 AM	5:00 PM	1	7
WEDNESDAY	3/27/13	9:00 AM	5:00 PM	2	6
THURSDAY	3/28/13	4:00 PM	10:00 PM	2	4
FRIDAY	3/29/13	4:00 PM	10:00 PM	1	5
SATURDAY	3/30/13	11:00 AM	11:00 PM	3	9
SUNDAY	3/31/13	12:00 PM	12:00 AM	3	9

DRAWS= 120.00 SAVINGS=
UNIFORMS= RENT= 50.00

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATUR Confidential

PAYROLL= 425.00 PAY= 425.00

NAME: ROBERT EASLY

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/13				
TUESDAY	3/26/13				
WEDNESDAY	3/27/13				
THURSDAY	3/28/13		DRIVER		
FRIDAY	3/29/13				
SATURDAY	3/30/13				
SUNDAY	3/31/13				

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 0

EMPLOYEE SIGNATURE: Confidential

PAYROLL= 325.00 PAY= ~~185~~.00 115.

NAME: TELFORD FAGER

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/13				
TUESDAY	3/26/13	9:00 AM	5:00 PM	1	7
WEDNESDAY	3/27/13	9:00 AM	5:00 PM	1	7
THURSDAY	3/28/13	4:00 PM	10:00 PM	1	5
FRIDAY	3/29/13	4:00 PM	10:00 PM	1	5
SATURDAY	3/30/13	11:00 AM	11:00 PM	4	8
SUNDAY	3/31/13	12:00 PM	12:00 AM	4	8

DRAWS= 120.00 SAVINGS=
UNIFORMS= 20.00 RENT=

WORKWEEK HOURS TOTAL: 40

[redacted] Confidential

EMPLOYEE SIGNATURE:

PAYROLL= 420.00 PAY= 380.00

NAME: EDGAR OSVALDO CARRANZA FLORES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/13				
TUESDAY	3/26/13	9:00 AM	5:00 PM	2	6
WEDNESDAY	3/27/13	9:00 AM	5:00 PM	2	6
THURSDAY	3/28/13	4:00 PM	10:00 PM	2	4
FRIDAY	3/29/13	4:00 PM	10:00 PM	2	4
SATURDAY	3/30/13	11:00 AM	11:00 PM	2	10
SUNDAY	3/31/13	12:00 PM	12:00 AM	2	10

DRAWS= 40.00 SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

[redacted] Confidential

EMPLOYEE SIGNATURE:

PAYROLL= 325.00 PAY= 325.00

NAME: JUAN ANDRADE GARCIA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/13				
TUESDAY	3/26/13	9:00 AM	5:00 PM	2	6
WEDNESDAY	3/27/13	9:00 AM	5:00 PM	1	7
THURSDAY	3/28/13	4:00 PM	10:00 PM	2	4
FRIDAY	3/29/13	4:00 PM	10:00 PM	1	5
SATURDAY	3/30/13	11:00 AM	11:00 PM	3	9
SUNDAY	3/31/13	12:00 PM	12:00 AM	3	9

DRAWS= SAVINGS= WORKWEEK HOURS TOTAL:

UNIFORMS= RENT= 40

Confidential

EMPLOYEE SIGNATURE:

PAYROLL= 350.00 PAY= 335.00

NAME: MIGUEL ANDRADE GARCIA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/13				
TUESDAY	3/26/13	9:00 AM	5:00 PM	2	6
WEDNESDAY	3/27/13	9:00 AM	5:00 PM	1	7
THURSDAY	3/28/13	4:00 PM	10:00 PM	2	4
FRIDAY	3/29/13	4:00 PM	10:00 PM	2	4
SATURDAY	3/30/13	11:00 AM	11:00 PM	3	9
SUNDAY	3/31/13	12:00 PM	12:00 AM	2	10

DRAWS= SAVINGS= WORKWEEK HOURS TOTAL:

UNIFORMS= 15.00 RENT= 40

Confidential

EMPLOYEE SIGNATURE:

PAYROLL= 365.00 PAY= 315.00

NAME: RAUL GUZMAN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/13				
TUESDAY	3/26/13	9:00 AM	5:00 PM		8
WEDNESDAY	3/27/13	9:00 AM	5:00 PM		8
THURSDAY	3/28/13	4:00 PM	10:00 PM		6
FRIDAY	3/29/13	4:00 PM	10:00 PM		6
SATURDAY	3/30/13	11:00 AM	11:00 PM		12
SUNDAY	3/31/13	12:00 PM	12:00 AM		12

DRAWS= SAVINGS=
UNIFORMS= RENT= 50.00

WORKWEEK HOURS TOTAL: 52

EMPLOYEE SIGNAT [redacted] Confidential

PAYROLL= 500.00 PAY= 400.00

NAME: JERRY HALL

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/13				
TUESDAY	3/26/13	9:00 AM	5:00 PM	2	6
WEDNESDAY	3/27/13	9:00 AM	5:00 PM	2	6
THURSDAY	3/28/13	4:00 PM	10:00 PM	2	4
FRIDAY	3/29/13	4:00 PM	10:00 PM	2	4
SATURDAY	3/30/13	11:00 AM	11:00 PM	2	10
SUNDAY	3/31/13	12:00 PM	12:00 AM	2	10

DRAWS= SAVINGS= 100.00
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE [redacted] Confidential

PAYROLL= 380.00 PAY= 380.00

NAME: JULIAN GARCIA HERNANDEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/13				
TUESDAY	3/26/13	9:00 AM	5:00 PM	2	6
WEDNESDAY	3/27/13	9:00 AM	5:00 PM	1	7
THURSDAY	3/28/13	4:00 PM	10:00 PM	2	4
FRIDAY	3/29/13	4:00 PM	10:00 PM	2	4
SATURDAY	3/30/13	11:00 AM	11:00 PM	3	9
SUNDAY	3/31/13	12:00 PM	12:00 AM	2	10

DRAWS= SAVINGS=
UNIFORMS=

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE:

PAYROLL= 325.00 PAY= 275.00

NAME: JOHN HOLMES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/13				
TUESDAY	3/26/13	9:00 AM	5:00 PM	2	6
WEDNESDAY	3/27/13	9:00 AM	5:00 PM	1	7
THURSDAY	3/28/13	4:00 PM	10:00 PM	1	5
FRIDAY	3/29/13	4:00 PM	10:00 PM	2	4
SATURDAY	3/30/13	11:00 AM	11:00 PM	3	9
SUNDAY	3/31/13	12:00 PM	12:00 AM	3	9

DRAWS= SAVINGS=
UNIFORMS= RENT= 50.00

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATU

PAYROLL= 325.00 PAY= 325.00

NAME: DARIO DIAZ JARQUIN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/13				
TUESDAY	3/26/13	9:00 AM	5:00 PM	1	7
WEDNESDAY	3/27/13	9:00 AM	5:00 PM	2	6
THURSDAY	3/28/13	4:00 PM	10:00 PM	2	4
FRIDAY	3/29/13	4:00 PM	10:00 PM	2	4
SATURDAY	3/30/13	11:00 AM	11:00 PM	3	9
SUNDAY	3/31/13	12:00 PM	12:00 AM	2	10

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE:

PAYROLL= 450.00 PAY= [redacted].00

270

NAME: DAVID LOVE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/13				
TUESDAY	3/26/13				
WEDNESDAY	3/27/13				
THURSDAY	3/28/13		DRIVER		
FRIDAY	3/29/13				
SATURDAY	3/30/13				
SUNDAY	3/31/13				

DRAWS= 80 SAVINGS= 50
UNIFORMS= RENT= 50

WORKWEEK HOURS TOTAL: 0

Confidential

EMPLOYEE SIGNATU

PAYROLL= 300.00 PAY= 300.00

NAME: DEAN MCARTER

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/13				
TUESDAY	3/26/13	9:00 AM	5:00 PM	2	6
WEDNESDAY	3/27/13	9:00 AM	5:00 PM	2	6
THURSDAY	3/28/13	4:00 PM	10:00 PM	2	4
FRIDAY	3/29/13	4:00 PM	10:00 PM	2	4
SATURDAY	3/30/13	11:00 AM	11:00 PM	2	10
SUNDAY	3/31/13	12:00 PM	12:00 AM	2	10

DRAWS= SAVINGS=
UNIFORMS=

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE:

PAYROLL= 350.00 PAY= 350.00

NAME: ISIDRO MORALES OLIVA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/13				
TUESDAY	3/26/13				
WEDNESDAY	3/27/13				
THURSDAY	3/28/13		DRIVER		
FRIDAY	3/29/13				
SATURDAY	3/30/13				
SUNDAY	3/31/13				

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 0

Confidential

EMPLOYEE SIGNATURE:

PAYROLL= 505.00

PAY= 505.00

NAME: JUAN CARLOS FERNANDEZ PAREDES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/13				
TUESDAY	3/26/13				
WEDNESDAY	3/27/13				
THURSDAY	3/28/13		DRIVER		
FRIDAY	3/29/13				
SATURDAY	3/30/13				
SUNDAY	3/31/13				

DRAWS= SAVINGS=

UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 0

Confidential

EMPLOYEE SIGNATUR

PAYROLL= 325.00

PAY= 155.00

NAME: LARRY PATTERSON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/13				
TUESDAY	3/26/13	9:00 AM	5:00 PM	1	7
WEDNESDAY	3/27/13	9:00 AM	5:00 PM	2	6
THURSDAY	3/28/13	4:00 PM	10:00 PM	1	5
FRIDAY	3/29/13	4:00 PM	10:00 PM	2	4
SATURDAY	3/30/13	11:00 AM	11:00 PM	3	9
SUNDAY	3/31/13	12:00 PM	12:00 AM	3	9

DRAWS= 120.00 SAVINGS=

UNIFORMS= RENT= 50.00

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE

PAYROLL= 500.00 PAY= 500.00

NAME: ROBERT REYES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/13				
TUESDAY	3/26/13				
WEDNESDAY	3/27/13				
THURSDAY	3/28/13		DRIVER		
FRIDAY	3/29/13				
SATURDAY	3/30/13				
SUNDAY	3/31/13				

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 0

Confidential [redacted]

EMPLOYEE SIGNATURE:

PAYROLL= 400.00 PAY= ~~400.00~~ 250

NAME: DAMIEN RITSCH

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/13				
TUESDAY	3/26/13				
WEDNESDAY	3/27/13				
THURSDAY	3/28/13		DRIVER		
FRIDAY	3/29/13				
SATURDAY	3/30/13				
SUNDAY	3/31/13				

DRA[redacted]AVINGS=
UNIFOR[redacted]ENT=

WORKWEEK HOURS TOTAL: 0

Confidential [redacted]

EMPLOYEE SIGN[redacted]

PAYROLL= 365.00 PAY= 365.00

NAME: ANTONIO GARCIA ROMERO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/13				
TUESDAY	3/26/13	9:00 AM	5:00 PM	2	6
WEDNESDAY	3/27/13	9:00 AM	5:00 PM	1	7
THURSDAY	3/28/13	4:00 PM	10:00 PM	2	4
FRIDAY	3/29/13	4:00 PM	10:00 PM	2	4
SATURDAY	3/30/13	11:00 AM	11:00 PM	2	10
SUNDAY	3/31/13	12:00 PM	12:00 AM	3	9

DRAWS= SAVINGS= WORKWEEK HOURS TOTAL:
UNIFORMS= RENT= 40

Confidential

EMPLOYEE SIGNATURE: [redacted]

PAYROLL= 350.00 PAY= 350.00

NAME: JAVIER HERNANDEZ SALVADOR

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/13				
TUESDAY	3/26/13	9:00 AM	5:00 PM	2	6
WEDNESDAY	3/27/13	9:00 AM	5:00 PM	2	6
THURSDAY	3/28/13	4:00 PM	10:00 PM	2	4
FRIDAY	3/29/13	4:00 PM	10:00 PM	2	4
SATURDAY	3/30/13	11:00 AM	11:00 PM	2	10
SUNDAY	3/31/13	12:00 PM	12:00 AM	2	10

DRAWS= SAVINGS= WORKWEEK HOURS TOTAL:
UNIFORMS= RENT= 40

Confidential

EMPLOYEE SIGNATURE: [redacted]

PAYROLL= 380.00 PAY= 380.00

NAME: PRIMITIVO MATEO SALVADOR

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/13				
TUESDAY	3/26/13	9:00 AM	5:00 PM	2	6
WEDNESDAY	3/27/13	9:00 AM	5:00 PM	1	7
THURSDAY	3/28/13	4:00 PM	10:00 PM	1	5
FRIDAY	3/29/13	4:00 PM	10:00 PM	1	5
SATURDAY	3/30/13	11:00 AM	11:00 PM	4	8
SUNDAY	3/31/13	12:00 PM	12:00 AM	3	9

DRAWS= SAVINGS=
UNIFORMS= RENT=

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE: [redacted]

PAYROLL= 325.00 PAY= ~~145.00~~ 125.

NAME: JASON SERVICE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/13				
TUESDAY	3/26/13	9:00 AM	5:00 PM	2	6
WEDNESDAY	3/27/13	9:00 AM	5:00 PM	1	7
THURSDAY	3/28/13	4:00 PM	10:00 PM	2	4
FRIDAY	3/29/13	4:00 PM	10:00 PM	2	4
SATURDAY	3/30/13	11:00 AM	11:00 PM	3	9
SUNDAY	3/31/13	12:00 PM	12:00 AM	2	10

DRAWS= 120.00 SAVINGS=
UNIFORMS= 10.00 RENT= 50.00

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE: [redacted]

PAYROLL= 300.00

PAY= 300.00

NAME: SALLY B SHAFFER

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/13				
TUESDAY	3/26/13	9:00 AM	5:00 PM	2	6
WEDNESDAY	3/27/13	9:00 AM	5:00 PM	2	6
THURSDAY	3/28/13	4:00 PM	10:00 PM	2	4
FRIDAY	3/29/13	4:00 PM	10:00 PM	2	4
SATURDAY	3/30/13	11:00 AM	11:00 PM	2	10
SUNDAY	3/31/13	12:00 PM	12:00 AM	2	10

DRAWS= SAVINGS= WORKWEEK HOURS TOTAL: 40

UNIFORMS= RENT=

EMPLOYEE SIGNATURE: [redacted]

Confidential

PAYROLL= 350.00

PAY= 60.00

NAME: STEVEN MATTHEW SHINABERY

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/13				
TUESDAY	3/26/13	9:00 AM	5:00 PM	1	7
WEDNESDAY	3/27/13	9:00 AM	5:00 PM	1	7
THURSDAY	3/28/13	4:00 PM	10:00 PM	2	4
FRIDAY	3/29/13	4:00 PM	10:00 PM	1	5
SATURDAY	3/30/13	11:00 AM	11:00 PM	3	9
SUNDAY	3/31/13	12:00 PM	12:00 AM	4	8

DRAWS= 240.00 SAVINGS= WORKWEEK HOURS TOTAL: 40

UNIFORMS= RENT= 50.00

EMPLOYEE SIGNATURE: [redacted]

Confidential

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PAYROLL= 350.00 PAY= ~~45.00~~

2 of 1

NAME: HUEY TORRENCE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/13				
TUESDAY	3/26/13	9:00 AM	5:00 PM	2	6
WEDNESDAY	3/27/13	9:00 AM	5:00 PM	1	7
THURSDAY	3/28/13	4:00 PM	10:00 PM	2	4
FRIDAY	3/29/13	4:00 PM	10:00 PM	1	5
SATURDAY	3/30/13	11:00 AM	11:00 PM	3	9
SUNDAY	3/31/13	12:00 PM	12:00 AM	3	9

DRAWS= 80.00 SAVINGS= 50.00
LOAN= RENT= 175.00

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE: _____

PAYROLL= 365.00 PAY= 325.00

NAME: ASCENCION ALEJO VASQUEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/13				
TUESDAY	3/26/13	9:00 AM	5:00 PM	2	6
WEDNESDAY	3/27/13	9:00 AM	5:00 PM	1	7
THURSDAY	3/28/13	4:00 PM	10:00 PM	2	4
FRIDAY	3/29/13	4:00 PM	10:00 PM	1	5
SATURDAY	3/30/13	11:00 AM	11:00 PM	2	10
SUNDAY	3/31/13	12:00 PM	12:00 AM	4	8

DRAWS= 40.00 SAVINGS= _____
UNIFORMS= RENT= _____

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE: _____

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PAYROLL= 390.00 PAY= ~~240.00~~ 235

NAME: DAVID VASQUEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/13				
TUESDAY	3/26/13	9:00 AM	5:00 PM	2	6
WEDNESDAY	3/27/13	9:00 AM	5:00 PM	1	7
THURSDAY	3/28/13	4:00 PM	10:00 PM	2	4
FRIDAY	3/29/13	4:00 PM	10:00 PM	1	5
SATURDAY	3/30/13	11:00 AM	11:00 PM	2	10
SUNDAY	3/31/13	12:00 PM	12:00 AM	4	8

DRAWS= SAVINGS= 100.00

UNIFORMS= RENT= 50.00

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATU

VALLEJO
MARCH 28-31,2013

	GROSS	NET
CHLOE NORWOOD	231.00	162.00
DON WYATT	171.00	-305.00
GINA RUSSELL	231.00	138.00
SABRINA REYNOLDS	231.00	198.00
TOTALS	633.00	-6.00

VALLEJO
MARCH 28-31,2013

CHLOE NORWOOD

DAY	HOURS	DRAWS	MISC. CHGS.	OVER/SHORT
CARRY FROM LAST WEEK				
MONDAY				
TUESDAY				
WEDNESDAY				
THURSDAY	8.00			
FRIDAY	6.00			
SATURDAY	9.00			
SUNDAY	7.00	20.00	50.00	1.00
TOTALS	27.00	20.00	50.00	1.00

GROSS	231.00
DRAWS	20.00
RENT/MISC	50.00
OVER/SHORT	1.00
NET PAY	162.00

RECEIVED: _____

VALLEJO
MARCH 28-31,2013

DON WYATT

DAY	HOURS	DRAWS	MISC. CHGS.	OVER/SHORT
CARRY FROM LAST WEEK				
MONDAY				
TUESDAY				
WEDNESDAY				
THURSDAY	8.00	40.00		-162.00
FRIDAY	6.00			-6.00
SATURDAY	2.00	40.00		-8.00
SUNDAY	7.00	20.00		-173.00
TOTALS	20.00	100.00		-346.00

GROSS	171.00
DRAWS	100.00
RENT/MISC	
OVER/SHORT	-346.00
NET PAY	-305.00

RECEIVED: _____

VALLEJO
MARCH 28-31,2013

GINA RUSSELL

DAY	HOURS	DRAWS	MISC. CHGS.	OVER/SHORT
CARRY FROM LAST WEEK				
MONDAY				
TUESDAY				
WEDNESDAY				
THURSDAY	8.00			-88.00
FRIDAY	6.00		50.00	62.00
SATURDAY	9.00			3.00
SUNDAY	7.00	20.00		
TOTALS	27.00	20.00	50.00	-23.00

GROSS	231.00
DRAWS	20.00
RENT/MISC	50.00
OVER/SHORT	-23.00
NET PAY	138.00

RECEIVED: _____

VALLEJO
MARCH 28-31,2013

SABRINA REYNOLDS

DAY	HOURS	DRAWS	MISC. CHGS.	OVER/SHORT
CARRY FROM LAST WEEK				
MONDAY				
TUESDAY				
WEDNESDAY				
THURSDAY	8.00			
FRIDAY	6.00	40.00		3.00
SATURDAY	9.00			-8.00
SUNDAY	7.00			9.00
TOTALS	27.00	40.00		7.00

GROSS	231.00
DRAWS	40.00
RENT/MISC	
OVER/SHORT	7.00
NET PAY	198.00

RECEIVED: _____

VALLEJO
MARCH 28-31,2013

CRYSTAL MCARTER

DAY	HOURS	DRAWS	MISC. CHGS.	OVER/SHORT
CARRY FROM LAST WEEK				
MONDAY				
TUESDAY				
WEDNESDAY				
THURSDAY				
FRIDAY				
SATURDAY	9.00		10.00	
SUNDAY	7.00			
TOTALS	16.00		10.00	

GROSS	137.00
DRAWS	
RENT/MISC	10.00
OVER/SHORT	
NET PAY	127.00

RECEIVED: _____

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VALLEJO WATERFRONT												
MARCH 25-31, 2013												

VALLEJO WATERFRONT	MARCH 25-31, 2013	RIDE		BASE PAY	EXTRA PAY	THIS WEEK	DRAWS	UNIFORMS	SAVINGS	RENT/PHONE	WHO BH	TOTAL DED	NET PAY
ACKERMAN	RANDY	DRIVER	400.00			400.00	.					-	400.00
ALARCON	CLAUDIO MARIN	SLIDE	350.00			350.00	.						350.00
ALVARADO	MIGUEL ANGEL PONCE	SLIDE	325.00			325.00	.					-	325.00
ANDERSON	MICHAEL	ZIPPER/VOYAGER	325.00			325.00	120.00			50.00	M	170.00	155.00
APARICIO	FRANCISCO NEPOMUCENO	CORVETTS	350.00			350.00	.					-	350.00
BALL	JENNIFER	SLIDE	325.00			325.00	80.00					80.00	245.00
BALL	JOSHUA	SCRAMBLER	325.00			325.00	40.00	15.00				55.00	270.00
BO''ANAN	RONALD	SLIDE	325.00			325.00	140.00					140.00	185.00
C ANTES	ROSENDO, ORTIZ	WORM	325.00	30.00		355.00	.					-	355.00
CHESSER	CHRISTOPHER	ZIPPER	350.00			350.00	120.00			50.00	M	170.00	180.00
EASLY	ROBERT	DRIVER	425.00			425.00	.					-	425.00
FAGER	TELFORD	CLIFF HANGER	325.00			325.00	120.00	20.00		70.00	D	210.00	115.00
FLORES	EDGAR, OSVALDO CARRANZA	EAGLE 16	380.00	40.00		420.00	.					-	420.00
GARCIA	JUAN ANDRADE	CORVETTES	325.00			325.00	.					-	325.00
GARCIA	MIGUEL ANDRADE	VIPER	350.00			350.00	.	15.00				15.00	335.00
GUZMAN	RAUL	VOYAGER	325.00	40.00		365.00	.			50.00	D	50.00	315.00
HALL	JERRY	SHOP/DRIVER	500.00			500.00	.		100.00			100.00	400.00
HERNANDEZ	JULIAN, GARCIA	WORM	380.00			380.00	.					-	380.00
HOLMES	JOHN	CLIFF HANGER	325.00			325.00	.			50.00	D	50.00	275.00
JARQUIN	DARIO DIAZ	BEARS	325.00			325.00	.					-	325.00
LOVE	DAVID	DRIVER	450.00			450.00	80.00		100.00			180.00	270.00
MCARTER	DEAN	OFFICE	300.00			300.00	.					-	300.00
OLIVA	ISIDRO, MORALES	ENERGY STORM	350.00			350.00	.					-	350.00
PAREDES	JUAN CARLOS FERNANDEZ	DRIVER	505.00			505.00	.					-	505.00
PATTERSON	LARRY	RING	325.00			325.00	120.00			50.00	D	170.00	155.00
REYES	ROBERT	DRIVER	500.00			500.00	.					-	500.00
ITSCH	DAMIEN	DRIVER/PARKING	400.00			400.00	.		150.00			150.00	250.00
..OMERO	ANTONIO GARCIA	VIPER	365.00			365.00	.					-	365.00
SALVADOR	JAVIER HERNANDEZ	CAROUSEL	350.00			350.00	.					-	350.00
SALVADOR	PRIMITIVO, MATEO	ENERGY STORM	350.00	30.00		380.00	.					-	380.00
SERVICE	JASON	SCRAMBLER	325.00			325.00	120.00	10.00		50.00	D	180.00	145.00
SHAFFER	SALLY	OFFICE	300.00			300.00	.					-	300.00
SHINABERY	STEVEN, MATT	EAGLE 16	350.00			350.00	240.00			50.00	D	290.00	60.00
TORRENCE	HUEY	RING	350.00			350.00	80.00		50.00	175.00		305.00	45.00
VASQUEZ	ASCENCION, ALEJO	CAROUSEL	365.00			365.00	40.00					40.00	325.00
VASQUEZ	DAVID	SANITATION	350.00	40.00		390.00	.		100.00	50.00	M	150.00	240.00
			12,995.00	180.00		13,175.00	1,300.00	60.00	500.00	645.00		2,505.00	10,670.00
												RENT=	645.00
												SAVINGS=	500.00
													11,815.00

Exhibit 2 Butler000752

Recieptls.

Yuma
time card
+
payroll

03/25/2013-
03/31/2013

and

04/01/2013-
04/07/2013

Yuma

PAY: $375.00
DRAWS: $0.00
NET: $375.00

NAME: MARTIN CAELA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	OFF	OFF	0	0
TUESDAY	3/26/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/28/2013	9 A.M	5 P.M.	2	6
FRIDAY	3/29/2013	9 A.M.	6 P.M.	2	7
SATURDAY	3/30/2013	9 A.M	5 P.M.	2	6
SUNDAY	3/31/2013	9 A.M	5 P.M.	2.5	5.5

WORKWEEK HOURS TOTAL: 36.5

EMPLOYEE SIGNATURE: Confidential

PAY: $450.00
DRAWS: $0.00
NET: $450.00

NAME: MIKE BROWN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	OFF	OFF	0	0
TUESDAY	3/26/2013	9 A.M	5 P.M.	3	5
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/28/2013	9 A.M	5 P.M.	2	6
FRIDAY	3/29/2013	9 A.M.	6 P.M.	2	7
SATURDAY	3/30/2013	9 A.M	5 P.M.	2	6
SUNDAY	3/31/2013	9 A.M	5 P.M.	1.5	6.5

WORKWEEK HOURS TOTAL: 36.5

EMPLOYEE SIGNATURE: Confidential

PAY: $375.00
DRAWS: $0.00
NET: $375.00

NAME: JAVIER HERNANDEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	OFF	OFF	0	0
TUESDAY	3/26/2013	9 A.M	5 P.M.	2.5	5.5
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/28/2013	9 A.M	5 P.M.	3	5
FRIDAY	3/29/2013	9 A.M.	6 P.M.	2	7
SATURDAY	3/30/2013	9 A.M	5 P.M.	3	5
SUNDAY	3/31/2013	9 A.M	5 P.M.	1.5	6.5

WORKWEEK HOURS TOTAL: 35

Confidential

EMPLOYEE SIGNATURE: [redacted]

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: ANTONIO ARMENTA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	OFF	OFF	0	0
TUESDAY	3/26/2013	9 A.M	5 P.M.	2.5	5.5
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/28/2013	9 A.M	5 P.M.	3	5
FRIDAY	3/29/2013	9 A.M.	6 P.M.	2	7
SATURDAY	3/30/2013	9 A.M	5 P.M.	3	5
SUNDAY	3/31/2013	9 A.M	5 P.M.	1.5	6.5

WORKWEEK HOURS TOTAL: 35

Confidential

EMPLOYEE SIGNATURE: [redacted]

4/25/13

PAY: $350.00
DRAWS:
NET: $350.00

NAME: DIONISIO DOROTEO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	OFF	OFF	0	0
TUESDAY	3/26/2013	9 A.M	5 P.M.	3	5
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/28/2013	9 A.M	5 P.M.	2	6
FRIDAY	3/29/2013	9 A.M.	6 P.M.	2	7
SATURDAY	3/30/2013	9 A.M	5 P.M.	2	6
SUNDAY	3/31/2013	9 A.M	5 P.M.	1.5	6.5

Confidential

WORKWEEK HOURS TOTAL: 36.5

EMPLOYEE SIGNATURE:

PAY: $430.00
DRAWS: $0.00
NET: $430.00

NAME: ALBERTO BENEVIDES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	OFF	OFF	0	0
TUESDAY	3/26/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	3/28/2013	9 A.M	5 P.M.	2	6
FRIDAY	3/29/2013	9 A.M.	6 P.M.	3	6
SATURDAY	3/30/2013	9 A.M	5 P.M.	2	6
SUNDAY	3/31/2013	9 A.M	5 P.M.	3	5

Confidential

WORKWEEK HOURS TOTAL: 35.5

EMPLOYEE SIGNATURE:

PAY: $395.00
DRAWS: $0.00
NET: $395.00

NAME: ARNULFO GARCIA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	OFF	OFF	0	0
TUESDAY	3/26/2013	9 A.M	5 P.M.	3	5
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/28/2013	9 A.M	5 P.M.	2	6
FRIDAY	3/29/2013	9 A.M.	6 P.M.	2	7
SATURDAY	3/30/2013	9 A.M	5 P.M.	2	6
SUNDAY	3/31/2013	9 A.M	5 P.M.	1.5	6.5

WORKWEEK HOURS TOTAL: 36.5

Confidential

EMPLOYEE SIGNATURE: [redacted]

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: WENDELL MINGS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	OFF	OFF	0	0
TUESDAY	3/26/2013	9 A.M	5 P.M.	2.5	5.5
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/28/2013	9 A.M	5 P.M.	3	5
FRIDAY	3/29/2013	9 A.M.	6 P.M.	2	7
SATURDAY	3/30/2013	9 A.M	5 P.M.	3	5
SUNDAY	3/31/2013	9 A.M	5 P.M.	1.5	6.5

WORKWEEK HOURS TOTAL: 35

Confidential

EMPLOYEE SIGNATURE: [redacted]

PAY: $500.00
DRAWS: $0.00
NET: $500.00

NAME: JULIO GASCA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	OFF	OFF	0	0
TUESDAY	3/26/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/28/2013	9 A.M	5 P.M.	2	6
FRIDAY	3/29/2013	9 A.M.	6 P.M.	2	7
SATURDAY	3/30/2013	9 A.M	5 P.M.	4	4
SUNDAY	3/31/2013	9 A.M	5 P.M.	4	4

WORKWEEK HOURS TOTAL: 33

EMPLOYEE SIGNATURE: Confidential

PAY: $375.00
DRAWS: $0.00
NET: $375.00

NAME: JESUS MARTINEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	OFF	OFF	0	0
TUESDAY	3/26/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	3/28/2013	9 A.M	5 P.M.	2	6
FRIDAY	3/29/2013	9 A.M.	6 P.M.	3	6
SATURDAY	3/30/2013	9 A.M	5 P.M.	2	6
SUNDAY	3/31/2013	9 A.M	5 P.M.	3	5

WORKWEEK HOURS TOTAL: 35.5

EMPLOYEE SIGNATURE: Confidential

PAY: $1,000.00
DRAWS: $0.00
NET: $1,000.00

NAME: TONY RENARD

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	OFF	OFF	0	0
TUESDAY	3/26/2013	9 A.M	5 P.M.	3	5
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/28/2013	9 A.M	5 P.M.	2	6
FRIDAY	3/29/2013	9 A.M.	6 P.M.	2	7
SATURDAY	3/30/2013	9 A.M	5 P.M.	2	6
SUNDAY	3/31/2013	9 A.M	5 P.M.	1.5	6.5

WORKWEEK HOURS TOTAL: 36.5

Confidential

EMPLOYEE SIGNATURE:

PAY: $375.00
DRAWS: $0.00
NET: $375.00

NAME: ANDRES ANDRADE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	OFF	OFF	0	0
TUESDAY	3/26/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	3/28/2013	9 A.M	5 P.M.	2	6
FRIDAY	3/29/2013	9 A.M.	6 P.M.	3	6
SATURDAY	3/30/2013	9 A.M	5 P.M.	2	6
SUNDAY	3/31/2013	9 A.M	5 P.M.	3	5

WORKWEEK HOURS TOTAL: 35.5

Confidential

EMPLOYEE SIGNATURE:

PAY: $450.00
DRAWS: $0.00
NET: $450.00

NAME: MIKE PITTS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	OFF	OFF	0	0
TUESDAY	3/26/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	3	5
THURSDAY	3/28/2013	9 A.M	5 P.M.	1.5	6.5
FRIDAY	3/29/2013	9 A.M.	6 P.M.	3	6
SATURDAY	3/30/2013	9 A.M	5 P.M.	2	6
SUNDAY	3/31/2013	9 A.M	5 P.M.	2.5	5.5

WORKWEEK HOURS TOTAL: 35

EMPLOYEE SIGNATURE: Confidential

PAY: $425.00
DRAWS: $0.00
NET: $425.00

NAME: ROSALINO GONZALEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	OFF	OFF	0	0
TUESDAY	3/26/2013	9 A.M	5 P.M.	3	5
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/28/2013	9 A.M	5 P.M.	2	6
FRIDAY	3/29/2013	9 A.M.	6 P.M.	2	7
SATURDAY	3/30/2013	9 A.M	5 P.M.	2	6
SUNDAY	3/31/2013	9 A.M	5 P.M.	1.5	6.5

WORKWEEK HOURS TOTAL: 36.5

EMPLOYEE SIGNATURE: Confidential

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PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: RICARDO RUIZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	OFF	OFF	0	0
TUESDAY	3/26/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	3/28/2013	9 A.M	5 P.M.	2	6
FRIDAY	3/29/2013	9 A.M.	6 P.M.	3	6
SATURDAY	3/30/2013	9 A.M	5 P.M.	2	6
SUNDAY	3/31/2013	9 A.M	5 P.M.	3	5

WORKWEEK HOURS TOTAL: 35.5

Confidential

EMPLOYEE SIGNATURE: [redacted]

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: BENJAMIN CASTRO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	OFF	OFF	0	0
TUESDAY	3/26/2013	9 A.M	5 P.M.	2.5	5.5
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/28/2013	9 A.M	5 P.M.	3	5
FRIDAY	3/29/2013	9 A.M.	6 P.M.	2	7
SATURDAY	3/30/2013	9 A.M	5 P.M.	2	6
SUNDAY	3/31/2013	9 A.M	5 P.M.	1.5	6.5

WORKWEEK HOURS TOTAL: 36

Confidential

EMPLOYEE SIGNATURE: [redacted]

PAY: $375.00

DRAWS:

NET: $375.00

NAME: MARCOS BANDALA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	OFF	OFF	0	0
TUESDAY	3/26/2013	9 A.M	5 P.M.	2.5	5.5
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/28/2013	9 A.M	5 P.M.	3	5
FRIDAY	3/29/2013	9 A.M.	6 P.M.	2	7
SATURDAY	3/30/2013	9 A.M	5 P.M.	3	5
SUNDAY	3/31/2013	9 A.M	5 P.M.	1.5	6.5

WORKWEEK HOURS TOTAL: 35

Confidential

EMPLOYEE SIGNATURE:

PAY:

DRAWS: $0.00

NET: $0.00

NAME: BILLY TRUAX

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	OFF	OFF	0	0
TUESDAY	3/26/2013	9 A.M	5 P.M.	3	5
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/28/2013	9 A.M	5 P.M.	2	6
FRIDAY	3/29/2013	9 A.M.	6 P.M.	2	7
SATURDAY	3/30/2013	9 A.M	5 P.M.	2	6
SUNDAY	3/31/2013	9 A.M	5 P.M.	1.5	6.5

WORKWEEK HOURS TOTAL: 36.5

Confidential

EMPLOYEE SIGNATURE:

PAY: $500.00

DRAWS:

NET: $500.00

NAME: CARLOS RIVERA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	OFF	OFF	0	0
TUESDAY	3/26/2013	9 A.M	5 P.M.	3	5
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/28/2013	9 A.M	5 P.M.	2	6
FRIDAY	3/29/2013	9 A.M.	6 P.M.	2	7
SATURDAY	3/30/2013	9 A.M	5 P.M.	2	6
SUNDAY	3/31/2013	9 A.M	5 P.M.	1.5	6.5

WORKWEEK HOURS TOTAL: 36.5

EMPLOYEE SIGNATURE: Confidential

EXTRA HELP

SPOT: Yuma

RIDE WORKED ON:

HOURS WORKED:

WAGES PAID: 50.00

SOCIAL SECURITY #:

PRINT NAME: Tammy Brown

SIGNATURE: Confidential

PAY: $500.00
DRAWS: $0.00
NET: $500.00

NAME: FELIPE RENDON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	OFF	OFF	0	0
TUESDAY	3/26/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	3	5
THURSDAY	3/28/2013	9 A.M	5 P.M.	1.5	6.5
FRIDAY	3/29/2013	9 A.M.	6 P.M.	3	6
SATURDAY	3/30/2013	9 A.M	5 P.M.	2	6
SUNDAY	3/31/2013	9 A.M	5 P.M.	2.5	5.5

WORKWEEK HOURS TOTAL: 35

EMPLOYEE SIGNATURE:

Confidential

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: JUAN PUAC

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	OFF	OFF	0	0
TUESDAY	3/26/2013	9 A.M	5 P.M.	2.5	5.5
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/28/2013	9 A.M	5 P.M.	3	5
FRIDAY	3/29/2013	9 A.M.	6 P.M.	2	7
SATURDAY	3/30/2013	9 A.M	5 P.M.	3	5
SUNDAY	3/31/2013	9 A.M	5 P.M.	1.5	6.5

WORKWEEK HOURS TOTAL: 35

EMPLOYEE SIGNATURE:

Confidential

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: JESUS GRAJALES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	OFF	OFF	0	0
TUESDAY	3/26/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/28/2013	9 A.M	5 P.M.	2	6
FRIDAY	3/29/2013	9 A.M.	6 P.M.	2	7
SATURDAY	3/30/2013	9 A.M	5 P.M.	4	4
SUNDAY	3/31/2013	9 A.M	5 P.M.	4	4

WORKWEEK HOURS TOTAL: 33

Confidential

EMPLOYEE SIGNATURE:

PAY: $550.00
DRAWS: $0.00
NET: $550.00

NAME: ROGER HERNANDEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	OFF	OFF	0	0
TUESDAY	3/26/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	3	5
THURSDAY	3/28/2013	9 A.M	5 P.M.	2	6
FRIDAY	3/29/2013	9 A.M.	6 P.M.	1.5	7.5
SATURDAY	3/30/2013	9 A.M	5 P.M.	2	6
SUNDAY	3/31/2013	9 A.M	5 P.M.	2.5	5.5

WORKWEEK HOURS TOTAL: 36

Confidential

EMPLOYEE SIGNATURE:

PAY: $375.00
DRAWS: $0.00
NET: $375.00

NAME: GERMAN ALARCON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	OFF	OFF	0	0
TUESDAY	3/26/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/28/2013	9 A.M	5 P.M.	2	6
FRIDAY	3/29/2013	9 A.M.	6 P.M.	2	7
SATURDAY	3/30/2013	9 A.M	5 P.M.	4	4
SUNDAY	3/31/2013	9 A.M	5 P.M.	4	4

WORKWEEK HOURS TOTAL: 33

Confidential

EMPLOYEE SIGNATURE: [redacted]

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: ALFONSO ALVARADO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	OFF	OFF	0	0
TUESDAY	3/26/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	3/28/2013	9 A.M	5 P.M.	3	5
FRIDAY	3/29/2013	9 A.M.	6 P.M.	3	6
SATURDAY	3/30/2013	9 A.M	5 P.M.	3	5
SUNDAY	3/31/2013	9 A.M	5 P.M.	2.5	5.5

WORKWEEK HOURS TOTAL: 35

Confidential

EMPLOYEE SIGNATURE: [redacted]

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PAY: $425.00

DRAWS: $0.00

NET: $425.00

NAME: ALDO ROANO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	OFF	OFF	0	0
TUESDAY	3/26/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	3/28/2013	9 A.M	5 P.M.	2	6
FRIDAY	3/29/2013	9 A.M.	6 P.M.	3	6
SATURDAY	3/30/2013	9 A.M	5 P.M.	2	6
SUNDAY	3/31/2013	9 A.M	5 P.M.	3	5

WORKWEEK HOURS TOTAL: 35.5

Confidential

EMPLOYEE SIGNATURE: [redacted]

RIDE WORKED ON: 3-21-13
HOURS WORKED:
WAGES PAID: 75.00 Shorted
SOCIAL SECURITY #:
PRINT NAME: Dionisio Porotea
SIGNATURE:

RIDE WORKED ON: 4-7-13
HOURS WORKED:
WAGES PAID: 75.00 Shorted
SOCIAL SECURITY #:
PRINT NAME: Dionisio Porotea
SIGNATURE:

RIDE WORKED ON:
HOURS WORKED:
WAGES PAID:
SOCIAL SECURITY #:
PRINT NAME:
SIGNATURE:

RIDE WORKED ON:
HOURS WORKED:
WAGES PAID:
SOCIAL SECURITY #:
PRINT NAME:
SIGNATURE:

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Butler000768

BUTLER AMUSEMENTS
"BUTCH'S" UNIT
PAYROLL

YUMA 2013									
EARLY WEEK									
WEEK ENDING	3/31/2013								
LAST NAME	FIRST NAME	SSN	DOB	GROSS	DRAWS	UNIFORMS	ID	BUNK	NET
ALARCON	GERMAN	[redacted]		$375.00	$0.00	$0.00	$0.00	$0.00	$375.00
ALVARADO	ALFONSO			$325.00	$0.00	$0.00	$0.00	$0.00	$325.00
ANDRADE	ANDRES			$375.00	$0.00	$0.00	$0.00	$0.00	$375.00
ARMENTA	ANTONIO			$350.00	$0.00	$0.00	$0.00	$0.00	$350.00
BANDALA	MARCOS			$375.00	$0.00	$0.00	$0.00	$0.00	$375.00
BENEVIDES	ALBERTO			$430.00	$0.00	$0.00	$0.00	$0.00	$430.00
BROWN	MIKE450			$450.00	$0.00	$0.00	$0.00	$0.00	$450.00
CAELA	MARTIN			$375.00	$0.00	$0.00	$0.00	$0.00	$375.00
CASTRO	BENJAMIN			$350.00	$0.00	$0.00	$0.00	$0.00	$350.00
DOROTEO	DIONISIO			$425.00	$0.00	$0.00	$0.00	$0.00	$425.00
GARCIA	ARNULFO			$395.00	$0.00	$0.00	$0.00	$0.00	$395.00
GASCA	JULIO			$500.00	$0.00	$0.00	$0.00	$0.00	$500.00
GONZALEZ	ROSALINO			$425.00	$0.00	$0.00	$0.00	$0.00	$425.00
GRAJALES	JESUS			$350.00	$0.00	$0.00	$0.00	$0.00	$350.00
HERNANDEZ	ROGER			$550.00	$0.00	$0.00	$0.00	$0.00	$550.00
HERNANDEZ	JAVIER			$375.00	$0.00	$0.00	$0.00	$0.00	$375.00
MARTINEZ	JESUS			$375.00	$0.00	$0.00	$0.00	$0.00	$375.00
MINGS	WENDELL			$350.00	$0.00	$0.00	$0.00	$0.00	$350.00
PITTS	MICHAEL			$450.00	$0.00	$0.00	$0.00	$40.00	$410.00
PUAC	JUAN			$350.00	$0.00	$0.00	$0.00	$0.00	$350.00
RENARD	TONY			$1,000.00	$0.00	$0.00	$0.00	$0.00	$1,000.00
RENDON	FELIPE500			$500.00	$0.00	$0.00	$0.00	$0.00	$500.00
RIVERA	CARLOS			$500.00	$0.00	$0.00	$0.00	$0.00	$500.00
ROANO	ALDO			$425.00	$0.00	$0.00	$0.00	$0.00	$425.00
RUIZ	RICARDO350			$350.00	$0.00	$0.00	$0.00	$0.00	$350.00
TRUAX	BILLY			$2,000.00	$0.00	$0.00	$0.00	$0.00	$2,000.00
			TOTALS	$12,725.00	$0.00	$0.00	$0.00	$40.00	$12,685.00

Confidential

Yuma
time cards + payroll

Receipts

03/25/2013 -
03/31/2013

and

04/01/2013 -
04/07/2013

Yuma

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JOSE IVAN 500.00

Fernando Presa 500.

Confidential

Driver

Oscar Vazquez 350.00

Sergio Guzman 500.00

Confidential

five ball

Mah STILLMAN 2500.00

Confidential

RON PEARCE 500.00

Confidential

Confidential

PAY: $400.00
DRAWS: $0.00
NET: $400.00

NAME: JAMIE VAZQUEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	IN	OUT	BREAKS	TOTAL HOURS
TUESDAY	4/2/2013	3:30 P.M	10 P.M.	0.5	6
WEDNESDAY	4/3/2013	3:30 P.M	10 P.M.	2.5	4
THURSDAY	4/4/2013	3:30 P.M	10 P.M.	2.5	4
FRIDAY	4/5/2013	3:30 P.M	10 P.M.	5	3.5
SATURDAY	4/6/2013	10 A.M.	11 P.M.	2.5	10.5
SUNDAY	4/7/2013	11 A.M.	12 A.M.	3	10

WORKWEEK HOURS TOTAL: 38

EMPLOYEE SIGNATURE:

Confidential

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: ALFONSO MENDOZA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	IN	OUT	BREAKS	TOTAL HOURS
TUESDAY	4/2/2013	3:30 P.M	10 P.M.	1	5.5
WEDNESDAY	4/3/2013	3:30 P.M	10 P.M.	2.5	4
THURSDAY	4/4/2013	3:30 P.M	10 P.M.	2	4.5
FRIDAY	4/5/2013	3:30 P.M	10 P.M.	1	5.5
SATURDAY	4/6/2013	10 A.M.	11 P.M.	3	10
SUNDAY	4/7/2013	11 A.M.	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 36.5

EMPLOYEE SIGNATURE:

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PAY: $500.00
DRAWS: $0.00
NET: $500.00

NAME: JOSE PAREDES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOUR
MONDAY	4/1/2013	3:30 P.M	10 P.M.	2	4.5
TUESDAY	4/2/2013	3:30 P.M	10 P.M.	1.5	5
WEDNESDAY	4/3/2013	3:30 P.M	10 P.M.	3	3.5
THURSDAY	4/4/2013	3:30 P.M	10 P.M.	2	4.5
FRIDAY	4/5/2013	3:30 P.M	10 P.M.	3	3.5
SATURDAY	4/6/2013	10 A.M.	11 P.M.	6	7
SUNDAY	4/7/2013	11 A.M.	12 A.M.	5	8

WORKWEEK HOURS TOTAL: 36

Confidential

PLOYEE SIGNATURE:

PAY: $400.0
DRAWS:
NET: $400.0

NAME: RUTILLO GUZMAN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	3:30 P.M	10 P.M.	2	4.5
TUESDAY	4/2/2013	3:30 P.M	10 P.M.	1	5.5
WEDNESDAY	4/3/2013	3:30 P.M	10 P.M.	2.5	4
THURSDAY	4/4/2013	3:30 P.M	10 P.M.	2	4.5
FRIDAY	4/5/2013	3:30 P.M	10 P.M.	2	4.5
SATURDAY	4/6/2013	10 A.M.	11 P.M.	5	8
SUNDAY	4/7/2013	11 A.M.	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 38

Confidential

EMPLOYEE SIGNATURE:

PAY: $325.00
DRAWS:
NET: $325.00

NAME: MIGUEL HERRERA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	3:30 P.M	10 P.M.	0.5	6
TUESDAY	4/2/2013	3:30 P.M	10 P.M.	2.5	4
WEDNESDAY	4/3/2013	3:30 P.M	10 P.M.	2.5	4
THURSDAY	4/4/2013	3:30 P.M	10 P.M.	5	3.5
FRIDAY	4/5/2013	10 A.M.	11 P.M.	3.5	9.5
SATURDAY	4/6/2013	11 A.M.	12 A.M.	3	10
SUNDAY	4/7/2013	12:00:00 AM	0	0	0

WORKWEEK HOURS TOTAL: 37

Confidential

EMPLOYEE SIGNATURE:

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Butler000773

PAY: $375.00
DRAWS: $0.00
NET: $375.00

NAME: JOSE MENDEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	3:30 P.M	10 P.M.	2	4.5
TUESDAY	4/2/2013	3:30 P.M	10 P.M.	0.5	6
WEDNESDAY	4/3/2013	3:30 P.M	10 P.M.	2.5	4
THURSDAY	4/4/2013	3:30 P.M	10 P.M.	2.5	4
FRIDAY	4/5/2013	3:30 P.M	10 P.M.	3	5.5
SATURDAY	4/6/2013	10 A.M.	11 P.M.	6.5	6.5
SUNDAY	4/7/2013	11 A.M.	12 A.M.	5	8

WORKWEEK HOURS TOTAL: 38.5

EMPLOYEE SIGNATURE: Confidential

PAY: $350.0
DRAWS: $0.0
NET: $350.0

NAME: CONSTANTINO LOPEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	3:30 P.M	10 P.M.	1	5.5
TUESDAY	4/2/2013	3:30 P.M	10 P.M.	2.5	4
WEDNESDAY	4/3/2013	3:30 P.M	10 P.M.	2	4.5
THURSDAY	4/4/2013	3:30 P.M	10 P.M.	2	4.5
FRIDAY	4/5/2013	10 A.M.	11 P.M.	4	9
SATURDAY	4/6/2013	11 A.M.	12 A.M.	6	7
SUNDAY	4/7/2013	1/0/1900	0	0	0

WORKWEEK HOURS TOTAL: 34.5

EMPLOYEE SIGNATURE: Confidential

PAY: $350.00
DRAWS:
NET: $350.00

NAME: SCOTT CERVARICH

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	3:30 P.M	10 P.M.	0.5	6
TUESDAY	4/2/2013	3:30 P.M	10 P.M.	2.5	4
WEDNESDAY	4/3/2013	3:30 P.M	10 P.M.	2.5	4
THURSDAY	4/4/2013	3:30 P.M	10 P.M.	5	3.5
FRIDAY	4/5/2013	10 A.M.	11 P.M.	3.5	9.5
SATURDAY	4/6/2013	11 A.M.	12 A.M.	4	9
SUNDAY	4/7/2013	12:00:00 AM	0	0	0

WORKWEEK HOURS TOTAL: 36

EMPLOYEE SIGNATURE: Confidential

PAY: $425.00
DRAWS: $0.00
NET: $425.00

NAME: JUAN RUIZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOU
MONDAY	4/1/2013	3:30 P.M	10 P.M.	2	4.5
TUESDAY	4/2/2013	3:30 P.M	10 P.M.	0.5	6
WEDNESDAY	4/3/2013	3:30 P.M	10 P.M.	2.5	4
THURSDAY	4/4/2013	3:30 P.M	10 P.M.	2.5	4
FRIDAY	4/5/2013	3:30 P.M	10 P.M.	5	3.5
SATURDAY	4/6/2013	10 A.M.	11 P.M.	3.5	9.5
SUNDAY	4/7/2013	11 A.M.	12 A.M.	5	8

WORKWEEK HOURS TOTAL: 39.5

EMPLOYEE SIGNATURE:

Confidential

PAY: $375.00
DRAWS: $0.00
NET: $375.00

NAME: MANOLO MUNOZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	3:30 P.M	10 P.M.	2	4.5
TUESDAY	4/2/2013	3:30 P.M	10 P.M.	1.5	5
WEDNESDAY	4/3/2013	3:30 P.M	10 P.M.	3	3.5
THURSDAY	4/4/2013	3:30 P.M	10 P.M.	2.5	4
FRIDAY	4/5/2013	3:30 P.M	10 P.M.	2	4.5
SATURDAY	4/6/2013	10 A.M.	11 P.M.	6	7
SUNDAY	4/7/2013	11 A.M.	12 A.M.	5	8

WORKWEEK HOURS TOTAL: 36.5

PLOYEE SIGNATURE:

Confidential

PAY: $375.0
DRAWS: $0.0
NET: $375.0

NAME: RICARDO HUERTA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	3:30 P.M	10 P.M.	1	5.5
TUESDAY	4/2/2013	3:30 P.M	10 P.M.	2.5	4
WEDNESDAY	4/3/2013	3:30 P.M	10 P.M.	2	4.5
THURSDAY	4/4/2013	3:30 P.M	10 P.M.	2	4.5
FRIDAY	4/5/2013	10 A.M.	11 P.M.	3	10
SATURDAY	4/6/2013	11 A.M.	12 A.M.	6	7
SUNDAY	4/7/2013	1/0/1900	0	0	0

WORKWEEK HOURS TOTAL: 35.5

Confidential

EMPLOYEE SIGNATURE:

PAY: $375.00

DRAWS:

NET: $375.00

NAME: MARCOS BANDALA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	OFF	OFF	0	0
TUESDAY	3/26/2013	9 A.M	5 P.M.	2.5	5.5
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/28/2013	9 A.M	5 P.M.	3	5
FRIDAY	3/29/2013	9 A.M.	6 P.M.	2	7
SATURDAY	3/30/2013	9 A.M	5 P.M.	3	5
SUNDAY	3/31/2013	9 A.M	5 P.M.	1.5	6.5

WORKWEEK HOURS TOTAL: wk ending 4-7 — 35

Confidential

EMPLOYEE SIGNATURE: [redacted]

PAY: $350.00

DRAWS:

NET: $350.00 425.00

NAME: DIONISIO DOROTEO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	OFF	OFF	0	0
TUESDAY	3/26/2013	9 A.M	5 P.M.	3	5
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/28/2013	9 A.M	5 P.M.	2	6
FRIDAY	3/29/2013	9 A.M.	6 P.M.	2	7
SATURDAY	3/30/2013	9 A.M	5 P.M.	2	6
SUNDAY	3/31/2013	9 A.M	5 P.M.	1.5	6.5

WORKWEEK HOURS TOTAL: wk ending 4-7 — 36.5

Confidential

EMPLOYEE SIGNATURE: [redacted]

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: MARIANO ROA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	OFF	OFF	0	0
TUESDAY	3/26/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/28/2013	9 A.M	5 P.M.	2	6
FRIDAY	3/29/2013	9 A.M.	6 P.M.	2	7
SATURDAY	3/30/2013	9 A.M	5 P.M.	4	4
SUNDAY	3/31/2013	9 A.M	5 P.M.	4	4

WORKWEEK: WK ending 4-7

HOURS TOTAL: 33

EMPLOYEE SIGNA: Confidential [redacted]

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: JUAN PUAC

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	OFF	OFF	0	0
TUESDAY	3/26/2013	9 A.M	5 P.M.	2.5	5.5
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/28/2013	9 A.M	5 P.M.	3	5
FRIDAY	3/29/2013	9 A.M.	6 P.M.	2	7
SATURDAY	3/30/2013	9 A.M	5 P.M.	3	5
SUNDAY	3/31/2013	9 A.M	5 P.M.	1.5	6.5

WORKWEEK: WK ending 4-7

HOURS TOTAL: 35

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $400.00
DRAWS: $0.00
NET: $400.00

NAME: DANIEL BARRIOS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	OFF	OFF	0	0
TUESDAY	3/26/2013	9 A.M	5 P.M.	2.5	5.5
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/28/2013	9 A.M	5 P.M.	3	5
FRIDAY	3/29/2013	9 A.M.	6 P.M.	2	7
SATURDAY	3/30/2013	9 A.M	5 P.M.	3	5
SUNDAY	3/31/2013	9 A.M	5 P.M.	1.5	6.5

Wk ending 4-7

WORKWEEK HOURS TOTAL: 35

Confidential

EMPLOYEE SIGNATURE: [redacted]

PAY: $400.00
DRAWS: $0.00
NET: $400.00

NAME: EDUARDO MOTA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	OFF	OFF	0	0
TUESDAY	3/26/2013	9 A.M	5 P.M.	3	5
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/28/2013	9 A.M	5 P.M.	2	6
FRIDAY	3/29/2013	9 A.M.	6 P.M.	2	7
SATURDAY	3/30/2013	9 A.M	5 P.M.	2	6
SUNDAY	3/31/2013	9 A.M	5 P.M.	1.5	6.5

Wk ending 4-7

WORKWEEK HOURS TOTAL: 36.5

Confidential

EMPLOYEE SIGNATURE: [redacted]

PAY: $375.0
DRAWS: $0.00
NET: $375.00

NAME: JESUS MARTINEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	OFF	OFF	0	0
TUESDAY	3/26/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	3/28/2013	9 A.M	5 P.M.	2	6
FRIDAY	3/29/2013	9 A.M.	6 P.M.	3	6
SATURDAY	3/30/2013	9 A.M	5 P.M.	2	6
SUNDAY	3/31/2013	9 A.M	5 P.M.	3	5

WK ending 4-7

WORKWEEK HOURS TOTAL: 35.5

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $425.00
DRAWS: $0.00
NET: $425.00

NAME: ROSALINO GONZALEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	OFF	OFF	0	0
TUESDAY	3/26/2013	9 A.M	5 P.M.	3	5
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/28/2013	9 A.M	5 P.M.	2	6
FRIDAY	3/29/2013	9 A.M.	6 P.M.	2	7
SATURDAY	3/30/2013	9 A.M	5 P.M.	2	6
SUNDAY	3/31/2013	9 A.M	5 P.M.	1.5	6.5

WK ending 4-7

WORKWEEK HOURS TOTAL: 36.5

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: LUIS GRACIA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	OFF	OFF	0	0
TUESDAY	3/26/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/28/2013	9 A.M	5 P.M.	2	6
FRIDAY	3/29/2013	9 A.M.	6 P.M.	2	7
SATURDAY	3/30/2013	9 A.M	5 P.M.	4	4
SUNDAY	3/31/2013	9 A.M	5 P.M.	4	4

WK ending 4-7
WORKWEEK

HOURS TOTAL: 33

EMPLOYEE SIGNATURE: [redacted] Confidential

PAY: $430.00
DRAWS: $0.00
NET: $430.00

NAME: ALBERTO BENEVIDES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	OFF	OFF	0	0
TUESDAY	3/26/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	3/28/2013	9 A.M	5 P.M.	2	6
FRIDAY	3/29/2013	9 A.M.	6 P.M.	3	6
SATURDAY	3/30/2013	9 A.M	5 P.M.	2	6
SUNDAY	3/31/2013	9 A.M	5 P.M.	3	5

WK ending 4-7
WORKWEEK

HOURS TOTAL: 35.5

EMPLOYEE SIGNATURE: [redacted] Confidential

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: ALFONSO ALVARADO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	OFF	OFF	0	0
TUESDAY	3/26/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	3/28/2013	9 A.M	5 P.M.	3	5
FRIDAY	3/29/2013	9 A.M.	6 P.M.	3	6
SATURDAY	3/30/2013	9 A.M	5 P.M.	3	5
SUNDAY	3/31/2013	9 A.M	5 P.M.	2.5	5.5

wk ending 4-7

WORKWEEK HOURS TOTAL: 35

Confidential

EMPLOYEE SIGNATURE:

PAY: $500.00
DRAWS: $0.00
NET: $500.00

NAME: FELIPE RENDON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	OFF	OFF	0	0
TUESDAY	3/26/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	3	5
THURSDAY	3/28/2013	9 A.M	5 P.M.	1.5	6.5
FRIDAY	3/29/2013	9 A.M.	6 P.M.	3	6
SATURDAY	3/30/2013	9 A.M	5 P.M.	2	6
SUNDAY	3/31/2013	9 A.M	5 P.M.	2.5	5.5

wk ending 4-7

WORKWEEK HOURS TOTAL: 35

Confidential

EMPLOYEE SIGNATURE:

PAY: $500.00
DRAWS:
NET: $500.00

NAME: CARLOS RIVERA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	OFF	OFF	0	0
TUESDAY	3/26/2013	9 A.M	5 P.M.	3	5
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/28/2013	9 A.M	5 P.M.	2	6
FRIDAY	3/29/2013	9 A.M.	6 P.M.	2	7
SATURDAY	3/30/2013	9 A.M	5 P.M.	2	6
SUNDAY	3/31/2013	9 A.M	5 P.M.	1.5	6.5

wk ending 4-7

WORKWEEK HOURS TOTAL: 36.5

Confidential

EMPLOYEE SIGNATURE: [redacted]

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: ANTONIO ARMENTA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	OFF	OFF	0	0
TUESDAY	3/26/2013	9 A.M	5 P.M.	2.5	5.5
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/28/2013	9 A.M	5 P.M.	3	5
FRIDAY	3/29/2013	9 A.M.	6 P.M.	2	7
SATURDAY	3/30/2013	9 A.M	5 P.M.	3	5
SUNDAY	3/31/2013	9 A.M	5 P.M.	1.5	6.5

wk ending 4-7

WORKWEEK HOURS TOTAL: 35

Confidential

EMPLOYEE SIGNATURE: [redacted]

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: JESUS GRAJALES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	OFF	OFF	0	0
TUESDAY	3/26/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/28/2013	9 A.M	5 P.M.	2	6
FRIDAY	3/29/2013	9 A.M.	6 P.M.	2	7
SATURDAY	3/30/2013	9 A.M	5 P.M.	4	4
SUNDAY	3/31/2013	9 A.M	5 P.M.	4	4

WK ending 4-7
WORKWEEK

HOURS TOTAL: 33

EMPLOYEE SIGNATURE: [redacted]

Confidential

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: BENJAMIN CASTRO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	OFF	OFF	0	0
TUESDAY	3/26/2013	9 A.M	5 P.M.	2.5	5.5
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/28/2013	9 A.M	5 P.M.	3	5
FRIDAY	3/29/2013	9 A.M.	6 P.M.	2	7
SATURDAY	3/30/2013	9 A.M	5 P.M.	2	6
SUNDAY	3/31/2013	9 A.M	5 P.M.	1.5	6.5

WK ending 4-7
WORKWEEK

HOURS TOTAL: 36

EMPLOYEE SIGNATURE: [redacted]

Confidential

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PAY: $425.00
DRAWS: $0.00
NET: $425.00

NAME: ALDO ROANO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	OFF	OFF	0	0
TUESDAY	3/26/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	3/28/2013	9 A.M	5 P.M.	2	6
FRIDAY	3/29/2013	9 A.M.	6 P.M.	3	6
SATURDAY	3/30/2013	9 A.M	5 P.M.	2	6
SUNDAY	3/31/2013	9 A.M	5 P.M.	3	5

WK ending 4-7
WORKWEEK

HOURS TOTAL: 35.5

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: RICARDO RUIZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	OFF	OFF	0	0
TUESDAY	3/26/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	3/28/2013	9 A.M	5 P.M.	2	6
FRIDAY	3/29/2013	9 A.M.	6 P.M.	3	6
SATURDAY	3/30/2013	9 A.M	5 P.M.	2	6
SUNDAY	3/31/2013	9 A.M	5 P.M.	3	5

WK ending 4-7
WORKWEEK

HOURS TOTAL: 35.5

EMPLOYEE SIGNATURE: Confidential [redacted]

Butler's Exh. 26, p. 784

PAY: $375.00
DRAWS: $0.00
NET: $375.00

EVC

NAME: JAVIER HERNANDEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	OFF	OFF	0	0
TUESDAY	3/26/2013	9 A.M	5 P.M.	2.5	5.5
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/28/2013	9 A.M	5 P.M.	3	5
FRIDAY	3/29/2013	9 A.M.	6 P.M.	2	7
SATURDAY	3/30/2013	9 A.M	5 P.M.	3	5
SUNDAY	3/31/2013	9 A.M	5 P.M.	1.5	6.5

WK Ending 4-7

WORKWEEK HOURS TOTAL: 35

Confidential

EMPLOYEE SIGNATURE: [redacted]

PAY:
DRAWS: $0.00
NET: $0.00

NAME: BILLY TRUAX

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	OFF	OFF	0	0
TUESDAY	3/26/2013	9 A.M	5 P.M.	3	5
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/28/2013	9 A.M	5 P.M.	2	6
FRIDAY	3/29/2013	9 A.M.	6 P.M.	2	7
SATURDAY	3/30/2013	9 A.M	5 P.M.	2	6
SUNDAY	3/31/2013	9 A.M	5 P.M.	1.5	6.5

WORKWEEK HOURS TOTAL: 36.5

Confidential

EMPLOYEE SIGNATURE: [redacted]

PAY: $550.00
DRAWS: $0.00
NET: $550.00

NAME: ROGER HERNANDEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	OFF	OFF	0	0
TUESDAY	3/26/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	3	5
THURSDAY	3/28/2013	9 A.M	5 P.M.	2	6
FRIDAY	3/29/2013	9 A.M.	6 P.M.	1.5	7.5
SATURDAY	3/30/2013	9 A.M	5 P.M.	2	6
SUNDAY	3/31/2013	9 A.M	5 P.M.	2.5	5.5

WK ending 4-7
WORKWEEK

HOURS TOTAL: 36

Confidential

EMPLOYEE SIGNATURE:

PAY: $450.00
DRAWS: $0.00
NET: $450.00

NAME: MIKE PITTS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	OFF	OFF	0	0
TUESDAY	3/26/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	3	5
THURSDAY	3/28/2013	9 A.M	5 P.M.	1.5	6.5
FRIDAY	3/29/2013	9 A.M.	6 P.M.	3	6
SATURDAY	3/30/2013	9 A.M	5 P.M.	2	6
SUNDAY	3/31/2013	9 A.M	5 P.M.	2.5	5.5

WK ending 4-7
WORKWEEK

HOURS TOTAL: 35

Confidential

EMPLOYEE SIGNATURE:

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Confidential

PAY: $500.00
DRAWS: $0.00
NET: $500.00

NAME: JULIO GASCA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	OFF	OFF	0	0
TUESDAY	3/26/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/28/2013	9 A.M	5 P.M.	2	6
FRIDAY	3/29/2013	9 A.M.	6 P.M.	2	7
SATURDAY	3/30/2013	9 A.M	5 P.M.	4	4
SUNDAY	3/31/2013	9 A.M	5 P.M.	4	4

wk ending 4-7

WORKWEEK HOURS TOTAL: 33

EMPLOYEE SIGNATURE: _____

PAY: $375.00
DRAWS: $0.00
NET: $375.00

NAME: ANDRES ANDRADE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	OFF	OFF	0	0
TUESDAY	3/26/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	3/28/2013	9 A.M	5 P.M.	2	6
FRIDAY	3/29/2013	9 A.M.	6 P.M.	3	6
SATURDAY	3/30/2013	9 A.M	5 P.M.	2	6
SUNDAY	3/31/2013	9 A.M	5 P.M.	3	5

wk ending 4-7

Confidential

WORKWEEK HOURS TOTAL: 35.5

Confidential

EMPLOYEE SIGNATURE: _____

PAY: $375.00
DRAWS: $0.00
NET: $375.00

NAME: GERMAN ALARCON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	OFF	OFF	0	0
TUESDAY	3/26/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/28/2013	9 A.M	5 P.M.	2	6
FRIDAY	3/29/2013	9 A.M.	6 P.M.	2	7
SATURDAY	3/30/2013	9 A.M	5 P.M.	4	4
SUNDAY	3/31/2013	9 A.M	5 P.M.	4	4

WORKWEEK WK ending 4-7

HOURS TOTAL: 33

Confidential

EMPLOYEE SIGNATURE: [redacted]

PAY: $450.00
DRAWS: $0.00
NET: $450.00

NAME: MIKE BROWN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	OFF	OFF	0	0
TUESDAY	3/26/2013	9 A.M	5 P.M.	3	5
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/28/2013	9 A.M	5 P.M.	2	6
FRIDAY	3/29/2013	9 A.M.	6 P.M.	2	7
SATURDAY	3/30/2013	9 A.M	5 P.M.	2	6
SUNDAY	3/31/2013	9 A.M	5 P.M.	1.5	6.5

WORKWEEK WK ending 4-7

HOURS TOTAL: 36.5

Confidential

EMPLOYEE SIGNATURE: [redacted]

PAY: $395.00
DRAWS: $0.00
NET: $395.00

NAME: ARNULFO GARCIA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	OFF	OFF	0	0
TUESDAY	3/26/2013	9 A.M	5 P.M.	3	5
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/28/2013	9 A.M	5 P.M.	2	6
FRIDAY	3/29/2013	9 A.M.	6 P.M.	2	7
SATURDAY	3/30/2013	9 A.M	5 P.M.	2	6
SUNDAY	3/31/2013	9 A.M	5 P.M.	1.5	6.5

wk ending 4-7

WORKWEEK HOURS TOTAL: 36.5

Confidential

EMPLOYEE SIGNATURE:

PAY: $1,000.00
DRAWS: $0.00
NET: $1,000.00

NAME: TONY RENARD

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	OFF	OFF	0	0
TUESDAY	3/26/2013	9 A.M	5 P.M.	3	5
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/28/2013	9 A.M	5 P.M.	2	6
FRIDAY	3/29/2013	9 A.M.	6 P.M.	2	7
SATURDAY	3/30/2013	9 A.M	5 P.M.	2	6
SUNDAY	3/31/2013	9 A.M	5 P.M.	1.5	6.5

wk ending 4-7

WORKWEEK HOURS TOTAL: 36.5

Confidential

EMPLOYEE SIGNATURE:

PAY: $375.00
DRAWS: $0.00
NET: $375.00

NAME: MARTIN CAELA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	OFF	OFF	0	0
TUESDAY	3/26/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/28/2013	9 A.M	5 P.M.	2	6
FRIDAY	3/29/2013	9 A.M.	6 P.M.	2	7
SATURDAY	3/30/2013	9 A.M	5 P.M.	2	6
SUNDAY	3/31/2013	9 A.M	5 P.M.	2.5	5.5

WK Ending 4-7
WORKWEEK

HOURS TOTAL: 36.5

EMPLOYEE SIGNATURE: Confidential

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: WENDELL MINGS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	OFF	OFF	0	0
TUESDAY	3/26/2013	9 A.M	5 P.M.	2.5	5.5
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/28/2013	9 A.M	5 P.M.	3	5
FRIDAY	3/29/2013	9 A.M.	6 P.M.	2	7
SATURDAY	3/30/2013	9 A.M	5 P.M.	3	5
SUNDAY	3/31/2013	9 A.M	5 P.M.	1.5	6.5

WK ending 4-7
WORKWEEK

HOURS TOTAL: 35

EMPLOYEE SIGNATURE: Confidential

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POLE POSITION

Matt Stiollman 2500.00

Julio Gasa 500.00

Rosalino Gonzales 425.00

Alberto Benavidos 430.00

Benjamin Castro 350.00

Dianisio Daroteo 425.00

martin Coela 375.00

EVOLUTION

Roger Hernandez 550.00

Javier Hernandez 375.00

Mike Pitts 450.00

Mike Brown 450.00

FIREBALL

Felipe Rendon 500.00

Juan Pual 350.00

Alfonzo Albarado 325.00

oscar Vasquez 350

FLYING BOBS

Carlos Rivera 500.00

Arnulfo Garcia 395.00

Jesus Grajales 350.00

Andres Andrade 375.00

FOOTLOOSE

Alfonzo Mendoza 325.00

Daniel Barrios 400.00

Mariano Roa 325.00

ZIPPER

Eduardo Motta 400.00

Aldo Roano 425.00

Wendell Ming 350.00

SPIN OUT

Marcos Bandela 375.00

German Calderon 375.00

GIANT WHEEL

Tony Renard 1000.00

Jesus Martinez 375.00

Antonio Armenta 350.00

Ricardo Ruiz 350.00

ROCK N TUG

Luis Garcia 325.00

Jamie Vasquez 400.00

Bill Tvuax 2000.00

~~Matt Stillman 2500.00~~

Drivers

1. Ron Pearce 500.00
2. Jose IUAN 500.00
3. Sergio Guzman 500.00
4. Fernando Presa 500.00
5. Jose Perales 500.00

Employes sent to tear down

1. Richardo Huerta 375.00
2. Ruthlio Guzman 400.00
3. Jose Mendez 375.00
4. Manola Munoz 375.00
5. Scotty Cevurich 350.00
6. Miguel Herrera 325.00
7. Juan Ruiz 425.00
8. Constantino Lopez 350.00

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BUTLER AMUSEMENTS
"BUTCH'S" UNIT
PAYROLL

YUMA 2013									
OPEN WEEK									
WEEK ENDING	4/7/2013								
LAST NAME	FIRST NAME	SSN	DOB	GROSS	DRAWS	UNIFORMS	ID	BUNK	NET
ALVARADO	ALFONSO	Confidential		$325.00	$0.00	$0.00	$0.00	$0.00	$325.00
ANDRADE	ANDRES			$375.00	$0.00	$0.00	$0.00	$0.00	$375.00
ARMENTA	ANTONIO			$350.00	$0.00	$0.00	$0.00	$0.00	$350.00
BANDALA	MARCOS			$375.00	$0.00	$0.00	$0.00	$0.00	$375.00
BARRIOS	DANIEL	Confidential		$400.00	$0.00	$0.00	$0.00	$0.00	$400.00
BENEVIDES	ALBERTO			$430.00	$0.00	$0.00	$0.00	$0.00	$430.00
BROWN	MIKE450			$450.00	$0.00	$0.00	$0.00	$0.00	$450.00
CAELA	MARTIN			$375.00	$0.00	$0.00	$0.00	$0.00	$375.00
CALDERON	GERMAN			$375.00	$0.00	$0.00	$0.00	$0.00	$375.00
CASTRO	BENJAMIN	Confidential		$350.00	$0.00	$0.00	$0.00	$0.00	$350.00
CERVARICH	SCOTT			$350.00	$0.00	$0.00	$0.00	$0.00	$350.00
DOROTEO	DIONISIO	Confidential		$425.00	$0.00	$0.00	$0.00	$0.00	$425.00
GARCIA	ARNULFO			$395.00	$0.00	$0.00	$0.00	$0.00	$395.00
GASCA	JULIO			$500.00	$0.00	$0.00	$0.00	$0.00	$500.00
GONZALEZ	ROSALINO			$425.00	$0.00	$0.00	$0.00	$0.00	$425.00
GRACIA	LUIS			$325.00	$0.00	$0.00	$0.00	$0.00	$325.00
GRAJALES	JESUS			$350.00	$0.00	$0.00	$0.00	$0.00	$350.00
GUZMAN	SERGIO	DRIVER		$500.00	$0.00	$0.00	$0.00	$0.00	$500.00
GUZMAN	RUTILIO			$400.00	$0.00	$0.00	$0.00	$0.00	$400.00
HERNANDEZ	ROGER	Confidential		$550.00	$0.00	$0.00	$0.00	$0.00	$550.00
HERNANDEZ	JAVIER			$375.00	$0.00	$0.00	$0.00	$0.00	$375.00
HERRERA	MIGUEL			$325.00	$0.00	$0.00	$0.00	$0.00	$325.00
HUERTA	RICARDO			$375.00	$0.00	$0.00	$0.00	$0.00	$375.00
LOPEZ	CONSTANTINO			$350.00	$0.00	$0.00	$0.00	$0.00	$350.00
MARTINEZ	JESUS	Confidential		$375.00	$0.00	$0.00	$0.00	$0.00	$375.00
MENDEZ	JOSE			$375.00	$0.00	$0.00	$0.00	$0.00	$375.00
MENDOZA	ALFONSO			$325.00	$0.00	$0.00	$0.00	$0.00	$325.00
MINGS	WENDELL	Confidential		$350.00	$0.00	$0.00	$0.00	$0.00	$350.00
MOTA	EDUARDO			$400.00	$0.00	$0.00	$0.00	$0.00	$400.00
MUNOZ	MANOLO			$375.00	$0.00	$0.00	$0.00	$0.00	$375.00
ORTEGA	JOSE IVAN	DRIVER		$500.00	$0.00	$0.00	$0.00	$0.00	$500.00
PAREDES	JOSE	DRIVER		$500.00	$0.00	$0.00	$0.00	$0.00	$500.00
PIERCE	RON	DRIVER		$500.00	$0.00	$0.00	$0.00	$0.00	$500.00
PITTS	MICHAEL	Confidential		$450.00	$0.00	$0.00	$0.00	$40.00	$410.00
PREZA	FERNANDO	DRIVER		$500.00	$0.00	$0.00	$0.00	$0.00	$500.00
PUAC	JUAN			$350.00	$0.00	$0.00	$0.00	$0.00	$350.00
RENARD	TONY	Confidential		$1,000.00	$0.00	$0.00	$0.00	$0.00	$1,000.00
RENDON	FELIPE500			$500.00	$0.00	$0.00	$0.00	$0.00	$500.00
RIVERA	CARLOS			$500.00	$0.00	$0.00	$0.00	$0.00	$500.00
ROA	MARIANO			$325.00	$0.00	$0.00	$0.00	$0.00	$325.00
ROANO	ALDO			$425.00	$0.00	$0.00	$0.00	$0.00	$425.00
RUIZ	RICARDO350	Confidential		$350.00	$0.00	$0.00	$0.00	$0.00	$350.00
RUIZ	JUAN			$425.00	$0.00	$0.00	$0.00	$0.00	$425.00
STILLMAN	MATT			$2,500.00	$0.00	$0.00	$0.00	$0.00	$2,500.00
TRUAX	BILLY			$2,000.00	$0.00	$0.00	$0.00	$0.00	$2,000.00
VASQUEZ	OSCAR			$350.00	$0.00	$0.00	$0.00	$0.00	$350.00
VASQUEZ	JAMIE			$400.00	$0.00	$0.00	$0.00	$0.00	$400.00
			TOTALS	$23,225.00	$0.00	$0.00	$0.00	$40.00	$23,185.00

TIME CARDS

AZ Mills, AZ

3/31/13

03/25/2013 - 03/31/2013

and 04/01/2013 - 04/07/2013

LOCATION: AZ MILLS, TEMPE AZ
WEEK ENDING: 3/31/2013

GROSS PAY: 262

NAME: April Castellani

SIGNATURE: Confidential

LOCATION: AZ MILLS, TEMPE AZ
WEEK ENDING: 3/31/2013

GROSS PAY: 266

NAME: Barbara Shepard

SIGNATURE: Confidential

LOCATION: AZ MILLS, TEMPE AZ
WEEK ENDING: 3/31/2013

GROSS PAY: 258.

NAME: Julie Griffiths

SIGNATURE: Confidential

LOCATION: AZ MILLS, MPE AZ
WEEK ENDING: 3/31/2013

GROSS PAY: 288.

NAME: Tina Calkins

SIGNATURE: Confidential

LOCATION: AZ MILLS, TEMPE AZ
WEEK ENDING: 3/31/2013

GROSS PAY: 202.-

NAME: Jamie Dandridge

SIGNATURE: Confidential

LOCATION: AZ MILLS, TEMPE AZ
WEEK ENDING: 3/31/2013

GROSS PAY: 192.-

NAME: Donna Robinson

SIGNATURE: Confidential

PAY: $500.00
DRAWS: $0.00
NET: $500.00

NAME: FERNANDO PREZA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	OFF	OFF	0	3
TUESDAY	3/19/2013	9 A.M	5 P.M.	3	5
WEDNESDAY	3/20/2013	9 A.M.	5 P.M.	4	4
THURSDAY	3/21/2013	9 A.M.	5 P.M.	3	5
FRIDAY	3/22/2013	OFF	OFF	0	0
SATURDAY	3/23/2013	OFF	OFF	0	0
SUNDAY	3/24/2013	10 P.M.	12 A.M.	0	2

WORKWEEK HOURS TOTAL: 19

Confidential

EMPLOYEE SIGNATURE:

PAY: $500.00
DRAWS: $0.00
NET: $500.00

NAME: FERNANDO TREJA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	OFF	OFF	0	3
TUESDAY	3/19/2013	9 A.M	5 P.M.	3	5
WEDNESDAY	3/20/2013	9 A.M.	5 P.M.	3	5
THURSDAY	3/21/2013	9 A.M.	5 P.M.	3	5
FRIDAY	3/22/2013	OFF	OFF	0	0
SATURDAY	3/23/2013	OFF	OFF	0	0
SUNDAY	3/24/2013	10 P.M.	12 A.M.	0	2

WORKWEEK HOURS TOTAL: 20

Confidential

EMPLOYEE SIGNATURE:

PAY: $600.0
DRAWS: $0.0
NET: $600.0

NAME: JAVIER GAMERO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	OFF	OFF	0	3
TUESDAY	3/19/2013	9 A.M	5 P.M.	2	5
WEDNESDAY	3/20/2013	9 A.M.	5 P.M.	3	5
THURSDAY	3/21/2013	9 A.M.	5 P.M.	3	5
FRIDAY	3/22/2013	OFF	OFF	0	0
SATURDAY	3/23/2013	OFF	OFF	0	0
SUNDAY	3/24/2013	10 P.M.	12 A.M.	0	2

WORKWEEK HOURS TOTAL: 20

Confidential

EMPLOYEE SIGNATURE:

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PAY: $500.00
DRAWS: $0.00
NET: $500.00

NAME: SEGIO GUZMAN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/18/2013	OFF	OFF	0	3
TUESDAY	3/19/2013	9 A.M	5 P.M.	2	5
WEDNESDAY	3/20/2013	9 A.M.	5 P.M.	3	5
THURSDAY	3/21/2013	9 A.M.	5 P.M.	3	5
FRIDAY	3/22/2013	OFF	OFF	0	0
SATURDAY	3/23/2013	OFF	OFF	0	0
SUNDAY	3/24/2013	10 P.M.	12 A.M.	0	2

WORKWEEK HOURS TOTAL: 20

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $600.00
DRAWS:
NET: $600.00

NAME: JOSE VENTURA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/26/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/28/2013	OFF	OFF	0	0
FRIDAY	3/29/2013	OFF	OFF	0	0
SATURDAY	3/30/2013	OFF	OFF	0	0
SUNDAY	3/31/2013	10 P.M.	12 A.M.	0	2

WORKWEEK HOURS TOTAL: 17

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $500.00
DRAWS: $0.00
NET: $500.00

NAME: SAUL ESTUDILLO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/26/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/28/2013	OFF	OFF	0	0
FRIDAY	3/29/2013	OFF	OFF	0	0
SATURDAY	3/30/2013	OFF	OFF	0	0
SUNDAY	3/31/2013	10 P.M.	12 A.M.	0	2

WORKWEEK HOURS TOTAL: 17.5

EMPLOYEE SIGNATURE: Butler's Ex Confidential [redacted]

PAY: $745.00
DRAWS: $0.00
NET: $745.00

NAME: ANTONIO MENDEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/26/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/28/2013	9 A.M	5 P.M.	4	4
FRIDAY	3/29/2013	2 P.M.	10 P.M.	5	5
SATURDAY	3/30/2013	10 A.M.	11 P.M.	7.5	5.5
SUNDAY	3/31/2013	11 A.M.	12 A.M.	5	8

WORKWEEK HOURS TOTAL: 38

Confidential

EMPLOYEE SIGNATURE:

PAY: $390.00
DRAWS:
NET: $390.00

NAME: JULIAN ARMENTA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/26/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/28/2013	9 A.M	5 P.M.	4	4
FRIDAY	3/29/2013	2 P.M.	10 P.M.	3	5
SATURDAY	3/30/2013	10 A.M.	11 P.M.	5	8
SUNDAY	3/31/2013	11 A.M.	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 39

Confidential

EMPLOYEE SIGNATURE:

PAY: $375.00
DRAWS: $0.00
NET: $375.00

NAME: MANOLO MUNOZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/26/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	3	5
THURSDAY	3/28/2013	9 A.M	5 P.M.	4	4
FRIDAY	3/29/2013	2 P.M.	10 P.M.	4	4
SATURDAY	3/30/2013	10 A.M.	11 P.M.	7	6
SUNDAY	3/31/2013	11 A.M.	12 A.M.	5	8

WORKWEEK HOURS TOTAL: 36

Confidential

EMPLOYEE SIGNATURE: Butle p. 799

PAY: $375.00
DRAWS: $0.00
NET: $375.00

NAME: FRANCISCO BARAJAS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/26/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/28/2013	9 A.M	5 P.M.	4.5	3.5
FRIDAY	3/29/2013	2 P.M.	10 P.M.	3	5
SATURDAY	3/30/2013	10 A.M.	11 P.M.	5	8
SUNDAY	3/31/2013	11 A.M.	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 38.5

Confidential

EMPLOYEE SIGNATURE: _____

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: JOSE CONTRERAS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/26/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	3/28/2013	9 A.M	5 P.M.	5.5	2.5
FRIDAY	3/29/2013	2 P.M.	10 P.M.	3	5
SATURDAY	3/30/2013	10 A.M.	11 P.M.	6	7
SUNDAY	3/31/2013	11 A.M.	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 37.5

Confidential

EMPLOYEE SIGNATURE: _____

PAY: $380.00
DRAWS: $0.00
NET: $380.00

NAME: JOSE GUTIERREZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/26/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	3/28/2013	9 A.M	5 P.M.	5	3
FRIDAY	3/29/2013	2 P.M.	10 P.M.	5	5
SATURDAY	3/30/2013	10 A.M.	11 P.M.	8	5
SUNDAY	3/31/2013	11 A.M.	12 A.M.	5	8

WORKWEEK HOURS TOTAL: 37.5

Confidential

EMPLOYEE SIGNATURE: _____

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: ANGEL LOPEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/26/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/28/2013	9 A.M	5 P.M.	4	4
FRIDAY	3/29/2013	2 P.M.	10 P.M.	3	5
SATURDAY	3/30/2013	10 A.M.	11 P.M.	5	8
SUNDAY	3/31/2013	11 A.M.	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 39

EMPLOYEE SIGNATURE: Confidential

PAY: $350.00
DRAWS:
NET: $350.00

NAME: MARTHA VARGAS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/26/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/28/2013	9 A.M	5 P.M.	4	4
FRIDAY	3/29/2013	2 P.M.	10 P.M.	5	5
SATURDAY	3/30/2013	10 A.M.	11 P.M.	7.5	5.5
SUNDAY	3/31/2013	11 A.M.	12 A.M.	5	8

WORKWEEK HOURS TOTAL: 38

EMPLOYEE SIGNATURE: Confidential

PAY: $575.00
DRAWS: $0.00
NET: $575.00

NAME: CARLOS ARMENTA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/26/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/28/2013	9 A.M	5 P.M.	5	3
FRIDAY	3/29/2013	2 P.M.	10 P.M.	3	5
SATURDAY	3/30/2013	10 A.M.	11 P.M.	6	7
SUNDAY	3/31/2013	11 A.M.	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 37.5

EMPLOYEE SIGNATURE: Confidential

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PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: JOSE MENDEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/26/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/28/2013	9 A.M	5 P.M.	4	4
FRIDAY	3/29/2013	2 P.M.	10 P.M.	5	5
SATURDAY	3/30/2013	10 A.M.	11 P.M.	7.5	5.5
SUNDAY	3/31/2013	11 A.M.	12 A.M.	5	8

WORKWEEK HOURS TOTAL: 38

Confidential

EMPLOYEE SIGNATURE:

PAY: $365.00
DRAWS:
NET: $365.00

NAME: ELPIDIO SEDANO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/26/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/28/2013	9 A.M	5 P.M.	5	3
FRIDAY	3/29/2013	2 P.M.	10 P.M.	3	5
SATURDAY	3/30/2013	10 A.M.	11 P.M.	6	7
SUNDAY	3/31/2013	11 A.M.	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 37.5

Confidential

EMPLOYEE SIGNATURE:

PAY: $350.00
DRAWS:
NET: $350.00

NAME: JOHNNIE FLORES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/26/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/28/2013	9 A.M	5 P.M.	4	4
FRIDAY	3/29/2013	2 P.M.	10 P.M.	3	5
SATURDAY	3/30/2013	10 A.M.	11 P.M.	5	8
SUNDAY	3/31/2013	11 A.M.	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 39

Confidential

EMPLOYEE SIGNATURE:

Butler's Exh. 26, p. 802

PAY: $410.00
DRAWS: $0.00
NET: $410.00

NAME: JULIO MARTINEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/26/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/28/2013	9 A.M	5 P.M.	4	4
FRIDAY	3/29/2013	2 P.M.	10 P.M.	3	5
SATURDAY	3/30/2013	10 A.M.	11 P.M.	5	8
SUNDAY	3/31/2013	11 A.M.	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 39

EMPLOYEE SIGNATURE: Confidential

PAY: $375.00
DRAWS: $0.00
NET: $375.00

NAME: GUADALUPE RODRIGUEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/26/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/28/2013	9 A.M	5 P.M.	5	3
FRIDAY	3/29/2013	2 P.M.	10 P.M.	3	5
SATURDAY	3/30/2013	10 A.M.	11 P.M.	6	7
SUNDAY	3/31/2013	11 A.M.	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 37.5

EMPLOYEE SIGNATURE: Confidential

PAY: $400.00
DRAWS: $0.00
NET: $400.00

NAME: ROBERTO SANCHEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/26/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/28/2013	9 A.M	5 P.M.	4	4
FRIDAY	3/29/2013	2 P.M.	10 P.M.	7	3
SATURDAY	3/30/2013	10 A.M.	11 P.M.	7.5	5.5
SUNDAY	3/31/2013	11 A.M.	12 A.M.	5	8

WORKWEEK HOURS TOTAL: 36

EMPLOYEE SIGNATURE: Confidential

PAY: $600.00
DRAWS: $0.00
NET: $600.00

NAME: MARILU ZEPEDA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/26/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	3/28/2013	9 A.M	5 P.M.	4	4
FRIDAY	3/29/2013	2 P.M.	10 P.M.	4	4
SATURDAY	3/30/2013	10 A.M.	11 P.M.	5	8
SUNDAY	3/31/2013	11 A.M.	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 39

EMPLOYEE SIGNATURE: Confidential

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: ARMONDO MURRIETA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/26/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/28/2013	9 A.M	5 P.M.	4	4
FRIDAY	3/29/2013	2 P.M.	10 P.M.	3	5
SATURDAY	3/30/2013	10 A.M.	11 P.M.	6	7
SUNDAY	3/31/2013	11 A.M.	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 38

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS:
NET: $325.00

NAME: ALFONSO GUEVARA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/26/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/28/2013	9 A.M	5 P.M.	3.5	4.5
FRIDAY	3/29/2013	2 P.M.	10 P.M.	4	4
SATURDAY	3/30/2013	10 A.M.	11 P.M.	5	8
SUNDAY	3/31/2013	11 A.M.	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 38.5

EMPLOYEE SIGNATURE: Confidential

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PAY: $415.00
DRAWS:
NET: $415.00

NAME: REGGIE ROSS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/26/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/28/2013	9 A.M	5 P.M.	4	4
FRIDAY	3/29/2013	2 P.M.	10 P.M.	4	4
SATURDAY	3/30/2013	10 A.M.	11 P.M.	5	8
SUNDAY	3/31/2013	11 A.M.	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 37.5

EMPLOYEE SIGNATURE:

Confidential

PAY: $425.00
DRAWS: $0.00
NET: $425.00

NAME: FLORENCIO OLIVA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/26/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/28/2013	9 A.M	5 P.M.	4	4
FRIDAY	3/29/2013	2 P.M.	10 P.M.	4	4
SATURDAY	3/30/2013	10 A.M.	11 P.M.	7	6
SUNDAY	3/31/2013	11 A.M.	12 A.M.	5	8

WORKWEEK HOURS TOTAL: 37

EMPLOYEE SIGNATURE:

Confidential

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: EFRAIN FLORES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/26/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	3/28/2013	9 A.M	5 P.M.	3.5	4.5
FRIDAY	3/29/2013	2 P.M.	10 P.M.	5	3
SATURDAY	3/30/2013	10 A.M.	11 P.M.	7	6
SUNDAY	3/31/2013	11 A.M.	12 A.M.	5	8

WORKWEEK HOURS TOTAL: 37

EMPLOYEE SIGNATURE:

Confidential

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: ALFONSO MENDOZA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/26/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	3/28/2013	9 A.M	5 P.M.	5	3
FRIDAY	3/29/2013	2 P.M.	10 P.M.	5	5
SATURDAY	3/30/2013	10 A.M.	11 P.M.	8	5
SUNDAY	3/31/2013	11 A.M.	12 A.M.	5	8

WORKWEEK HOURS TOTAL: 37.5

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: VALENTINO SANTIAGO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/26/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/28/2013	9 A.M	5 P.M.	4	4
FRIDAY	3/29/2013	2 P.M.	10 P.M.	5	5
SATURDAY	3/30/2013	10 A.M.	11 P.M.	7.5	5.5
SUNDAY	3/31/2013	11 A.M.	12 A.M.	5	8

WORKWEEK HOURS TOTAL: 38

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: TINA MOSHER

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/26/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	3/28/2013	9 A.M	5 P.M.	5	3
FRIDAY	3/29/2013	2 P.M.	10 P.M.	5	5
SATURDAY	3/30/2013	10 A.M.	11 P.M.	8	5
SUNDAY	3/31/2013	11 A.M.	12 A.M.	5	8

WORKWEEK HOURS TOTAL: 37.5

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: MARLO OBRENTZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOUI
MONDAY	3/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/26/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/28/2013	9 A.M	5 P.M.	4	4
FRIDAY	3/29/2013	2 P.M.	10 P.M.	6	4
SATURDAY	3/30/2013	10 A.M.	11 P.M.	6.5	6.5
SUNDAY	3/31/2013	11 A.M.	12 A.M.	5	8

WORKWEEK HOURS TOTAL: 37

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: Rashod ~~RASID~~ KAREEM

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/26/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	3	5
THURSDAY	3/28/2013	9 A.M	5 P.M.	3.5	4.5
FRIDAY	3/29/2013	2 P.M.	10 P.M.	5	3
SATURDAY	3/30/2013	10 A.M.	11 P.M.	7	6
SUNDAY	3/31/2013	11 A.M.	12 A.M.	5	8

WORKWEEK HOURS TOTAL: 35.5

EMPLOYEE SIGNATURE: Confidential

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: EDUARDO CERVANTES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/26/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/28/2013	9 A.M	5 P.M.	4	4
FRIDAY	3/29/2013	2 P.M.	10 P.M.	5	5
SATURDAY	3/30/2013	10 A.M.	11 P.M.	7.5	5.5
SUNDAY	3/31/2013	11 A.M.	12 A.M.	5	8

WORKWEEK HOURS TOTAL: 38

EMPLOYEE SIGNATURE: Confidential

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PAY: $350.00
DRAWS:
NET: $350.00

NAME: RAUL SEVERO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/26/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/28/2013	9 A.M	5 P.M.	3.5	4.5
FRIDAY	3/29/2013	2 P.M.	10 P.M.	5	3
SATURDAY	3/30/2013	10 A.M.	11 P.M.	5	8
SUNDAY	3/31/2013	11 A.M.	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 37.5

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $185.71
DRAWS: $0.00
NET: $185.71

NAME: DEAN AMARAL

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/26/2013	OFF	OFF	0	0
WEDNESDAY	3/27/2013	OFF	OFF	0	0
THURSDAY	3/28/2013	OFF	OFF	0	0
FRIDAY	3/29/2013	2 P.M.	10 P.M.	4	4
SATURDAY	3/30/2013	10 A.M.	11 P.M.	5	8
SUNDAY	3/31/2013	11 A.M.	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 22

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: IGNACIO CARBALLO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/26/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/28/2013	9 A.M	5 P.M.	4	4
FRIDAY	3/29/2013	2 P.M.	10 P.M.	4	4
SATURDAY	3/30/2013	10 A.M.	11 P.M.	7	6
SUNDAY	3/31/2013	11 A.M.	12 A.M.	5	8

WORKWEEK HOURS TOTAL: 37

EMPLOYEE SIGNATURE: Confidential [redacted]

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PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: DANIEL CASTRO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/26/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/28/2013	9 A.M	5 P.M.	4	4
FRIDAY	3/29/2013	2 P.M.	10 P.M.	3	5
SATURDAY	3/30/2013	10 A.M.	11 P.M.	5	8
SUNDAY	3/31/2013	11 A.M.	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 39

EMPLOYEE SIGNATURE: Confidential

PAY: $400.00
DRAWS: $0.00
NET: $400.00

NAME: JOSE C. SANCHEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/26/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	3/28/2013	9 A.M	5 P.M.	4.5	3.5
FRIDAY	3/29/2013	2 P.M.	10 P.M.	4	4
SATURDAY	3/30/2013	10 A.M.	11 P.M.	6	7
SUNDAY	3/31/2013	11 A.M.	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 37.5

EMPLOYEE SIGNATURE: Confidential

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: JORGE RIVAS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/26/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	3/28/2013	9 A.M	5 P.M.	4	4
FRIDAY	3/29/2013	2 P.M.	10 P.M.	4	4
SATURDAY	3/30/2013	10 A.M.	11 P.M.	6	7
SUNDAY	3/31/2013	11 A.M.	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 38

EMPLOYEE SIGNATURE: B Confidential 6, p. 809

PAY: $525.00
DRAWS: $0.00
NET: $525.00

NAME: OMAR LOPEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/26/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/28/2013	9 A.M	5 P.M.	4	4
FRIDAY	3/29/2013	2 P.M.	10 P.M.	4	4
SATURDAY	3/30/2013	10 A.M.	11 P.M.	5	8
SUNDAY	3/31/2013	11 A.M.	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 38

EMPLOYEE SIGNATURE: [redacted] Confidential

PAY: $395.00
DRAWS: $0.00
NET: $395.00

NAME: FELIPE VILLEGAS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/26/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/28/2013	9 A.M	5 P.M.	4	4
FRIDAY	3/29/2013	2 P.M.	10 P.M.	5	5
SATURDAY	3/30/2013	10 A.M.	11 P.M.	7.5	5.5
SUNDAY	3/31/2013	11 A.M.	12 A.M.	6	8

WORKWEEK HOURS TOTAL: 38

EMPLOYEE SIGNATURE: [redacted] Confidential

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: LUIS TEJEDA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/26/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	2.5	6
THURSDAY	3/28/2013	9 A.M	5 P.M.	4	4
FRIDAY	3/29/2013	2 P.M.	10 P.M.	5	4
SATURDAY	3/30/2013	10 A.M.	11 P.M.	7.5	6
SUNDAY	3/31/2013	11 A.M.	12 A.M.	5	8

WORKWEEK HOURS TOTAL: 37

EMPLOYEE SIGNATURE: [redacted] Butler Confidential

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: TAYO LAMBERT

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/26/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/28/2013	9 A.M	5 P.M.	5	3
FRIDAY	3/29/2013	2 P.M.	10 P.M.	3	5
SATURDAY	3/30/2013	10 A.M.	11 P.M.	6	7
SUNDAY	3/31/2013	11 A.M.	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 37.5

EMPLOYEE SIGNATURE: Confidential

PAY: $500.00
DRAWS: $0.00
NET: $500.00

NAME: GUSTAVO GAMERO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/26/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/28/2013	OFF	OFF	0	0
FRIDAY	3/29/2013	OFF	OFF	0	0
SATURDAY	3/30/2013	OFF	OFF	0	0
SUNDAY	3/31/2013	10 P.M.	12 A.M.	0	2

WORKWEEK HOURS TOTAL: 17.5

EMPLOYEE SIGNATURE: Confidential

PAY: $470.00
DRAWS: $0.00
NET: $470.00

NAME: OMAR PEDRO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/26/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	3/28/2013	9 A.M	5 P.M.	5.5	2.5
FRIDAY	3/29/2013	2 P.M.	10 P.M.	3	5
SATURDAY	3/30/2013	10 A.M.	11 P.M.	6	7
SUNDAY	3/31/2013	11 A.M.	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 37.5

EMPLOYEE SIGNATURE: Confidential

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PAY: $1,000.00
DRAWS:
NET: $1,000.00

NAME: DREW BUDIMIR

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/26/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/28/2013	9 A.M	5 P.M.	4	4
FRIDAY	3/29/2013	2 P.M.	10 P.M.	6	4
SATURDAY	3/30/2013	10 A.M.	11 P.M.	7.5	5.5
SUNDAY	3/31/2013	11 A.M.	12 A.M.	5	8

WORKWEEK HOURS TOTAL: 37

EMPLOYEE SIGNATURE:

Confidential

PAY: $500.00
DRAWS: $0.00
NET: $500.00

NAME: RON PIERCE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/26/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	3	5
THURSDAY	3/28/2013	OFF	OFF	0	0
FRIDAY	3/29/2013	OFF	OFF	0	0
SATURDAY	3/30/2013	OFF	OFF	0	0
SUNDAY	3/31/2013	10 P.M.	12 A.M.	0	2

WORKWEEK HOURS TOTAL: 16

EMPLOYEE SIGNATURE:

Confidential

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: JESUS OJEDA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/26/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	3/28/2013	9 A.M	5 P.M.	5	3
FRIDAY	3/29/2013	2 P.M.	10 P.M.	5	5
SATURDAY	3/30/2013	10 A.M.	11 P.M.	8	5
SUNDAY	3/31/2013	11 A.M.	12 A.M.	5	8

WORKWEEK HOURS TOTAL: 37.5

EMPLOYEE SIGNATURE: Butle 812

Confidential

PAY: $475.00
DRAWS: $0.00
NET: $475.00

NAME: JAMIE HERNANDEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/26/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/28/2013	9 A.M	5 P.M.	4.5	3.5
FRIDAY	3/29/2013	2 P.M.	10 P.M.	3	5
SATURDAY	3/30/2013	10 A.M.	11 P.M.	5	8
SUNDAY	3/31/2013	11 A.M.	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 38.5

Confidential

EMPLOYEE SIGNATURE:

PAY: $500.00
DRAWS: $0.00
NET: $500.00

NAME: JOSE PAREDES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/26/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	3	5
THURSDAY	3/28/2013	9 A.M	5 P.M.	3.5	4.5
FRIDAY	3/29/2013	2 P.M.	10 P.M.	5	3
SATURDAY	3/30/2013	10 A.M.	11 P.M.	7	6
SUNDAY	3/31/2013	11 A.M.	12 A.M.	5	8

WORKWEEK HOURS TOTAL: 35.5

Confidential

EMPLOYEE SIGNATURE:

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: UBALDO SANCHEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/26/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/28/2013	9 A.M	5 P.M.	4	4
FRIDAY	3/29/2013	2 P.M.	10 P.M.	3	5
SATURDAY	3/30/2013	10 A.M.	11 P.M.	5	8
SUNDAY	3/31/2013	11 A.M.	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 39

Confidential

EMPLOYEE SIGNATURE:

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PAY: $300.00
DRAWS: $0.00
NET: $300.00

NAME: JAMES GRABENER

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	OFF	OFF	0	0
TUESDAY	3/26/2013	9 A.M.	5 P.M.	2	6
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/28/2013	9 A.M.	5 P.M.	1.5	6.5
FRIDAY	3/29/2013	2 P.M.	10 P.M.	4	4
SATURDAY	3/30/2013	10 A.M.	11 P.M.	5	8
SUNDAY	3/31/2013	11 A.M.	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 37.5

Confidential

EMPLOYEE SIGNATURE:

Confidential

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: VERONICO CARDENA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/26/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/28/2013	9 A.M	5 P.M.	4	4
FRIDAY	3/29/2013	2 P.M.	10 P.M.	5	5
SATURDAY	3/30/2013	10 A.M.	11 P.M.	7.5	5.5
SUNDAY	3/31/2013	11 A.M.	12 A.M.	5	8

WORKWEEK HOURS TOTAL: 38

Confidential

EMPLOYEE SIGNATURE:

PAY: $600.00
DRAWS: $0.00
NET: $600.00

NAME: JOSE VENTURA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/26/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/28/2013	OFF	OFF	0	0
FRIDAY	3/29/2013	OFF	OFF	0	0
SATURDAY	3/30/2013	OFF	OFF	0	0
SUNDAY	3/31/2013	10 P.M.	12 A.M.	0	2

WORKWEEK HOURS TOTAL: 17

Confidential

EMPLOYEE SIGNATURE:

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PAY: $500.00
DRAWS: $0.00
NET: $500.00

NAME: SERGIO GUZMAN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/26/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	3	5
THURSDAY	3/28/2013	OFF	OFF	0	0
FRIDAY	3/29/2013	OFF	OFF	0	0
SATURDAY	3/30/2013	OFF	OFF	0	0
SUNDAY	3/31/2013	10 P.M.	12 A.M.	0	2

WORKWEEK HOURS TOTAL: 16

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $500.00
DRAWS: $0.00
NET: $500.00

NAME: DANIEL ANDRADE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/26/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/28/2013	OFF	OFF	0	0
FRIDAY	3/29/2013	OFF	OFF	0	0
SATURDAY	3/30/2013	OFF	OFF	0	0
SUNDAY	3/31/2013	10 P.M.	12 A.M.	0	2

WORKWEEK HOURS TOTAL: 17.5

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $600.00
DRAWS: $0.00
NET: $600.00

NAME: JAMES JOHNSON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/26/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/28/2013	OFF	OFF	0	0
FRIDAY	3/29/2013	OFF	OFF	0	0
SATURDAY	3/30/2013	OFF	OFF	0	0
SUNDAY	3/31/2013	10 P.M.	12 A.M.	0	2

WORKWEEK HOURS TOTAL: 17

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $500.00
DRAWS: $0.00
NET: $500.00

NAME: WILLIAM MAULDIN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/26/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	3/28/2013	OFF	OFF	0	0
FRIDAY	3/29/2013	OFF	OFF	0	0
SATURDAY	3/30/2013	OFF	OFF	0	0
SUNDAY	3/31/2013	10 P.M.	12 A.M.	0	2

WORKWEEK HOURS TOTAL: 18.5

Confidential

EMPLOYEE SIGNATURE:

PAY: $500.00
DRAWS: $0.00
NET: $500.00

NAME: JOSE IVAN ORTEGA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/26/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/28/2013	OFF	OFF	0	0
FRIDAY	3/29/2013	OFF	OFF	0	0
SATURDAY	3/30/2013	OFF	OFF	0	0
SUNDAY	3/31/2013	10 P.M.	12 A.M.	0	2

WORKWEEK HOURS TOTAL: 17

Confidential

EMPLOYEE SIGNATURE:

PAY: $500.
DRAWS: $0.
NET: $500.

NAME: SAUL ESTUDILLO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/26/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/28/2013	9 A.M	5 P.M.	3.5	4.5
FRIDAY	3/29/2013	2 P.M.	10 P.M.	4	4
SATURDAY	3/30/2013	10 A.M.	11 P.M.	5	8
SUNDAY	3/31/2013	11 A.M.	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 38.5

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EMPLOYEE SIGNATURE:

Confidential

PAY: $600.00
DRAWS: $0.00
NET: $600.00

NAME: JOHN LOPEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOUR
MONDAY	3/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/26/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	3/28/2013	9 A.M	5 P.M.	4	4
FRIDAY	3/29/2013	2 P.M.	10 P.M.	7	3
SATURDAY	3/30/2013	10 A.M.	11 P.M.	7.5	5.5
SUNDAY	3/31/2013	11 A.M.	12 A.M.	5	8

WORKWEEK HOURS TOTAL: 36

EMPLOYEE SIGNATURE: Confidential

PAY: $600.00
DRAWS: $0.00
NET: $600.00

NAME: JAVIER GAMERO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/26/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/28/2013	OFF	OFF	0	0
FRIDAY	3/29/2013	OFF	OFF	0	0
SATURDAY	3/30/2013	OFF	OFF	0	0
SUNDAY	3/31/2013	10 P.M.	12 A.M.	0	2

WORKWEEK HOURS TOTAL: 17

EMPLOYEE SIGNATURE: Confidential

PAY: $500.00
DRAWS: $0.00
NET: $500.00

NAME: FERNANDO TREJO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/26/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/28/2013	OFF	OFF	0	0
FRIDAY	3/29/2013	OFF	OFF	0	0
SATURDAY	3/30/2013	OFF	OFF	0	0
SUNDAY	3/31/2013	10 P.M.	12 A.M.	0	2

WORKWEEK HOURS TOTAL: 17

EMPLOYEE SIGNATURE: Butler's Ex Confidential 817

PAY: $900.00
DRAWS: $0.00
NET: $900.00

NAME: RON QUINT

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/26/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	3	5
THURSDAY	3/28/2013	OFF	OFF	0	0
FRIDAY	3/29/2013	OFF	OFF	0	0
SATURDAY	3/30/2013	OFF	OFF	0	0
SUNDAY	3/31/2013	10 P.M.	12 A.M.	0	2

WORKWEEK HOURS TOTAL: 16

EMPLOYEE SIGNATURE: Confidential

PAY: $900.00
DRAWS: $0.00
NET: $900.00

NAME: RON QUINT

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/26/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/28/2013	OFF	OFF	0	0
FRIDAY	3/29/2013	OFF	OFF	0	0
SATURDAY	3/30/2013	OFF	OFF	0	0
SUNDAY	3/31/2013	10 P.M.	12 A.M.	0	2

WORKWEEK HOURS TOTAL: 17.5

EMPLOYEE SIGNATURE: Confidential

PAY: $500.00
DRAWS: $0.00
NET: $500.00

NAME: DANIEL ANDRADE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/26/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/28/2013	OFF	OFF	0	0
FRIDAY	3/29/2013	OFF	OFF	0	0
SATURDAY	3/30/2013	OFF	OFF	0	0
SUNDAY	3/31/2013	10 P.M.	12 A.M.	0	2

WORKWEEK HOURS TOTAL: 17.5

EMPLOYEE SIGNATURE: Confidential

Butler's E 8

PAY: $500.00
DRAWS: $0.00
NET: $500.00

NAME: FERNANDO TREJA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/26/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/28/2013	OFF	OFF	0	0
FRIDAY	3/29/2013	OFF	OFF	0	0
SATURDAY	3/30/2013	OFF	OFF	0	0
SUNDAY	3/31/2013	10 P.M.	12 A.M.	0	2

WORKWEEK HOURS TOTAL: 17

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $500.00
DRAWS: $0.00
NET: $500.00

NAME: FERNANDO PREZA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/26/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/28/2013	OFF	OFF	0	0
FRIDAY	3/29/2013	OFF	OFF	0	0
SATURDAY	3/30/2013	OFF	OFF	0	0
SUNDAY	3/31/2013	10 P.M.	12 A.M.	0	2

WORKWEEK HOURS TOTAL: 17.5

EMPLOYEE SIGNATURE: Confidentia Confidential [redacted]

PAY: $600.00
DRAWS: $0.00
NET: $600.00

NAME: JAVIER GAMERO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/26/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/28/2013	OFF	OFF	0	0
FRIDAY	3/29/2013	OFF	OFF	0	0
SATURDAY	3/30/2013	OFF	OFF	0	0
SUNDAY	3/31/2013	10 P.M.	12 A.M.	0	2

WORKWEEK HOURS TOTAL: 17

EMPLOYEE SIGNATURE: Confidential [redacted]

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PAY: $500.00
DRAWS: $0.00
NET: $500.00

NAME: GUSTAVO GAMERO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/26/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/28/2013	OFF	OFF	0	0
FRIDAY	3/29/2013	OFF	OFF	0	0
SATURDAY	3/30/2013	OFF	OFF	0	0
SUNDAY	3/31/2013	10 P.M.	12 A.M.	0	2

WORKWEEK HOURS TOTAL: 17

EMPLOYEE SIGNATURE: Confidential

PAY: $500.00
DRAWS: $50.00
NET: $450.00

NAME: BILL MAULDIN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/26/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	2	6
THURSDAY	3/28/2013	OFF	OFF	0	0
FRIDAY	3/29/2013	OFF	OFF	0	0
SATURDAY	3/30/2013	OFF	OFF	0	0
SUNDAY	3/31/2013	10 P.M.	12 A.M.	0	2

WORKWEEK HOURS TOTAL: 47

EMPLOYEE SIGNATURE: Confidential

PAY: $500.00
DRAWS: $0.00
NET: $500.00

TIM OLENSKY

DATE	IN	OUT	BREAKS	TOTAL HOURS
3/25/2013	12 A.M.	3 A.M.	0	3
3/26/2013	9 A.M	5 P.M.	2	6
3/27/2013	9 A.M.	5 P.M.	3	5
3/28/2013	OFF	OFF	0	0
3/29/2013	OFF	OFF	0	0
3/30/2013	OFF	OFF	0	0
3/31/2013	10 P.M.	12 A.M.	0	2

16

Confidential

Confidential

PAY:	$600.00
DRAWS:	$0.00
NET:	$600.00

NAME: JIMMY JOHNSON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	12 A.M.	3 A.M.	0	3
TUESDAY	3/26/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	3/27/2013	9 A.M.	5 P.M.	3	5
THURSDAY	3/28/2013	OFF	OFF	0	0
FRIDAY	3/29/2013	OFF	OFF	0	0
SATURDAY	3/30/2013	OFF	OFF	0	0
SUNDAY	3/31/2013	10 P.M.	12 A.M.	0	2

WORKWEEK HOURS TOTAL: 16

EMPLOYEE SIGNATURE:

Confidential

ARIZONA MILLS				ARIZONA MILLS			
2013				2013			
WEEK 1	TICKET SELLER PAY			WEEK 2	TICKET SELLER PAY		
SELLER	GROSS		NET	SELLER	GROSS		NET
ANGELA HALLOWAY	PEORIA			ANGELA HALLOWAY	$276.00		$276.00
APRIL CASTELANI	$262.00		$213.00	APRIL CASTELANI	$160.00		$126.00
BARBARA SHEPARD	$266.00		$106.00	BARBARA SHEPARD	$148.00		$98.00
DONNA ROBINSON	$192.00		$87.00	DONNA ROBINSON	$228.00		$230.00
JAMIE DANDRIDGE	$202.00		$97.00	JAMIE DANDRIDGE	$228.00		$217.00
JULIE GRIFFITHS	$258.00		$158.00	JULIE GRIFFITHS	$196.00		$146.00
KAREN HARRIS	PEORIA			KAREN HARRIS	$120.00		$80.00
SARAH JONES	PEORIA			SARAH JONES	$192.00		$22.00
TINA LAMERE	$288.00		$104.00	TINA LAMERE	$120.00		$60.00
TOTALS	$1,468.00		$765.00		$1,668.00		$1,255.00

BUTLER AMUSEMENTS
"BUTCH'S" UNIT
PAYROLL

ARIZONA MILLS									
WEEK ENDING	3/31/2013								
LAST NAME	FIRST NAME	SSN	DOB	GROSS	DRAWS	UNIFORMS	ID	BUNK	NET
AMARAL	DEAN			$185.71	$0.00	$0.00	$0.00	$0.00	$185.71
ANDRADE	DANIEL			$500.00	$0.00	$0.00	$0.00	$0.00	$500.00
ARMENTA	CARLOS	Confidential		$575.00	$0.00	$0.00	$0.00	$0.00	$575.00
ARMENTA	JULIAN			$390.00	$0.00	$0.00	$0.00	$0.00	$390.00
BARAJAS	FRANK			$375.00	$80.00	$0.00	$0.00	$0.00	$295.00
BUDIMIR	DREW			$1,000.00	$0.00	$0.00	$0.00	$0.00	$1,000.00
CARBALLO	IGNACIO	Confidential		$325.00	$0.00	$0.00	$0.00	$0.00	$325.00
CARDENA	VERONICO			$350.00	$0.00	$15.00	$0.00	$0.00	$335.00
CASTRO	DANIEL			$325.00	$0.00	$0.00	$0.00	$0.00	$325.00
CERVANTES	EDUARDO	Confidential		$350.00	$100.00	$0.00	$0.00	$0.00	$250.00
CONTRERAS	JOSE			$325.00	$0.00	$0.00	$0.00	$0.00	$325.00
FLORES	EFRAIN			$350.00	$0.00	$0.00	$0.00	$0.00	$350.00
FLORES	JOHNNY			$350.00	$120.00	$15.00	$0.00	$0.00	$215.00
GRABENER	JAMES	Confidential		$232.14	$40.00	$15.00	$0.00	$0.00	$177.14
GUEVARA	ALFONSO			$325.00	$40.00	$0.00	$0.00	$0.00	$285.00
GUTIERREZ	JOSE			$380.00	$0.00	$0.00	$0.00	$0.00	$380.00
HERNANDEZ	JAIME	Confidential		$475.00	$0.00	$0.00	$0.00	$0.00	$475.00
JOHNSON	JAMES	DRIVER		$600.00	$0.00	$0.00	$0.00	$0.00	$600.00
GUZMAN	SERGIO			$500.00	$0.00	$0.00	$0.00	$0.00	$500.00
KAREM	RASHAD			$325.00	$0.00	$0.00	$0.00	$0.00	$325.00
LAMBERT	TAYO			$350.00	$120.00	$0.00	$0.00	$0.00	$230.00
LOPEZ	ANGEL			$325.00	$0.00	$0.00	$0.00	$0.00	$325.00
LOPEZ	OMAR	Confidential		$525.00	$40.00	$0.00	$0.00	$0.00	$485.00
LOPEZ	JOHN			$600.00	$0.00	$0.00	$0.00	$0.00	$600.00
MARTINEZ	JULIO			$410.00	$0.00	$0.00	$0.00	$0.00	$410.00
MAULDIN	WILLIAM			$500.00	$50.00	$0.00	$0.00	$0.00	$450.00
MENDEZ	JOSE			$375.00	$0.00	$0.00	$0.00	$0.00	$375.00
MENDEZ	ANTONIO	Confidential		$745.00	$300.00	$0.00	$0.00	$0.00	$445.00
MENDOZA	ALFONSO			$325.00	$0.00	$0.00	$0.00	$0.00	$325.00
MOSHER	TINA			$325.00	$0.00	$0.00	$0.00	$0.00	$325.00
MUNOZ	MANOLO	Confidential		$375.00	$0.00	$0.00	$0.00	$0.00	$375.00
MURRIETA	ARMONDO			$350.00	$0.00	$0.00	$0.00	$0.00	$350.00
OLIVA	FLORENCIO			$425.00	$0.00	$0.00	$0.00	$0.00	$425.00
OJEDA	JESUS			$350.00	$0.00	$0.00	$0.00	$0.00	$350.00
OBRENTZ	MARLA			$325.00	$0.00	$0.00	$0.00	$0.00	$325.00
ORTEGA	JOSE	DRIVER		$500.00	$0.00	$0.00	$0.00	$0.00	$500.00
PAREDES	JOSE			$500.00	$0.00	$0.00	$0.00	$0.00	$500.00
PEDRO	OMAR			$470.00	$0.00	$0.00	$0.00	$0.00	$470.00
PIERCE	RON	DRIVER		$500.00	$0.00	$0.00	$0.00	$0.00	$500.00
PREZA	FERNANDO	DRIVER		$500.00	$0.00	$0.00	$0.00	$0.00	$500.00
QUINT	RON	DRIVER		$900.00	$210.00	$0.00	$0.00	$0.00	$690.00
RENDON	FELIPE500	Confidential		$500.00	$0.00	$0.00	$0.00	$0.00	$500.00
RIVAS	JORGE			$350.00	$0.00	$0.00	$0.00	$0.00	$350.00
RODRIGUEZ	GUADALUPE			$375.00	$40.00	$0.00	$0.00	$0.00	$335.00
ROSS	REGGIE	Confidential		$415.00	$150.00	$0.00	$0.00	$0.00	$265.00
SANCHEZ	JOSE CIRO			$425.00	$0.00	$0.00	$0.00	$0.00	$425.00
SANCHEZ	UBALDO			$325.00	$0.00	$0.00	$0.00	$0.00	$325.00
SANCHEZ	ROBERTO	Confidential		$400.00	$0.00	$0.00	$0.00	$0.00	$400.00
SANTIAGO	VALENTINO			$325.00	$0.00	$0.00	$0.00	$0.00	$325.00
SEDANO	ELPIDIO			$365.00	$0.00	$0.00	$0.00	$0.00	$365.00
SEVERO	RAUL			$350.00	$0.00	$0.00	$0.00	$0.00	$350.00
TEJEDA	LUIS			$325.00	$0.00	$0.00	$0.00	$0.00	$325.00
TREJA	FERNANDO			$500.00	$0.00	$0.00	$0.00	$0.00	$500.00
TUTTLE	GENA			$400.00	$0.00	$0.00	$0.00	$0.00	$400.00

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BUTLER AMUSEMENTS
"BUTCH'S" UNIT
PAYROLL

VARGAS	MARTHA	Confidential		$350.00	$0.00	$0.00	$0.00	$0.00	$350.00
VENTURA	JOSE			$600.00	$0.00	$0.00	$0.00	$0.00	$600.00
VILLEGAS	FELIPE	Confidential		$395.00	$0.00	$0.00	$0.00	$0.00	$395.00
ZEPEDA	MARILU			$600.00	$0.00	$0.00	$0.00	$0.00	$600.00
			TOTALS	$24,912.86	$1,290.00	$45.00	$0.00	$0.00	$23,577.86

TIME CARDS

AZ Mills, AZ

3/31/13

03/25/2013 - 03/31/2013

and

04/01/2013 - 04/07/2013

LOCATION: AZ MILLS, T PE AZ
WEEK ENDING: 3/31/2013

GROSS PAY: 120.

NAME: Karen Hain

SIGNATURE: Confidential

LOCATION: AZ MILLS, TEMPE AZ
WEEK ENDING: 3/31/2013

GROSS PAY: 160.-

NAME: April Castellini

SIGNATURE: Confidential

LOCATION AZ MILLS, TEMPE AZ
WEEK ENDING: ~~3/31/2013~~ 4/7/13

GROSS PAY: 192.-

NAME: Sarah Jones

SIGNATURE: Confidential

LOCATION: ARIZONA MILLS
WEEK ENDING: 4/7/2013

GROSS PAY: 228.—

NAME: Jamie Pandrida

SIGNATURE: Confidential

LOCATION: ARIZONA MILLS
WEEK ENDING: 4/7/2013

GROSS PAY: 228.—

NAME: Donna Robinson

SIGNATURE: Confidential

LOCATION: ARIZONA MILLS
WEEK ENDING: 4/7/2013

GROSS PAY: 196—

NAME: Julia Griffiths

SIGNATURE: Confidential

LOCATION: **ARIZONA MILLS**
WEEK ENDING: ***4/7/2013***

GROSS PAY: 276.—

NAME: Angela Halloway

SIGNATURE: Confidential

LOCATION: **ARIZONA MILLS**
WEEK ENDING: ***4/7/2013***

GROSS PAY: 120.

NAME: Tina LeMere

SIGNATURE: Confidential

LOCATION: **ARIZONA MILLS**
WEEK ENDING: ***4/7/2013***

GROSS PAY: 148.—

NAME: Barbara Shepard

SIGNATURE: Confidential

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PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: VALENTINO SANTIAGO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOUI
MONDAY	4/1/2013	3:30 P.M	10 P.M.	2	4.5
TUESDAY	4/2/2013	3:30 P.M	10 P.M.	0.5	6
WEDNESDAY	4/3/2013	3:30 P.M	10 P.M.	2.5	4
THURSDAY	4/4/2013	3:30 P.M	10 P.M.	2.5	4
FRIDAY	4/5/2013	3:30 P.M	10 P.M.	3	5.5
SATURDAY	4/6/2013	10 A.M.	11 P.M.	6.5	6.5
SUNDAY	4/7/2013	11 A.M.	12 A.M.	5	8

WORKWEEK HOURS TOTAL: 38.5

EMPLOYEE SIGNATURE: Confidential

PAY: $745.00
DRAWS: $0.00
NET: $745.00

NAME: ANTONIO MENDEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	3:30 P.M	10 P.M.	2	4.5
TUESDAY	4/2/2013	3:30 P.M	10 P.M.	0.5	6
WEDNESDAY	4/3/2013	3:30 P.M	10 P.M.	2.5	4
THURSDAY	4/4/2013	3:30 P.M	10 P.M.	2.5	4
FRIDAY	4/5/2013	3:30 P.M	10 P.M.	3	5.5
SATURDAY	4/6/2013	10 A.M.	11 P.M.	6.5	6.5
SUNDAY	4/7/2013	11 A.M.	12 A.M.	5	8

WORKWEEK HOURS TOTAL: 38.5

*LOYEE SIGNATURE: Confidential

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: EFRAIN FLORES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	3:30 P.M	10 P.M.	2	4.5
TUESDAY	4/2/2013	3:30 P.M	10 P.M.	1.5	5
WEDNESDAY	4/3/2013	3:30 P.M	10 P.M.	1.5	5
THURSDAY	4/4/2013	3:30 P.M	10 P.M.	2	4.5
FRIDAY	4/5/2013	3:30 P.M	10 P.M.	3	3.5
SATURDAY	4/6/2013	10 A.M.	11 P.M.	6	7
SUNDAY	4/7/2013	11 A.M.	12 A.M.	5	8

WORKWEEK HOURS TOTAL: 37.5

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $40.00
NET: $285.00

NAME: MARLO OBRENTZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	3:30 P.M	10 P.M.	2	4.5
TUESDAY	4/2/2013	3:30 P.M	10 P.M.	1.5	5
WEDNESDAY	4/3/2013	3:30 P.M	10 P.M.	2.5	4
THURSDAY	4/4/2013	3:30 P.M	10 P.M.	2.5	4
FRIDAY	4/5/2013	3:30 P.M	10 P.M.	4	4.5
SATURDAY	4/6/2013	10 A.M.	11 P.M.	5.5	7.5
SUNDAY	4/7/2013	11 A.M.	12 A.M.	5	8

WORKWEEK HOURS TOTAL:

PLOYEE SIGNATURE:

Confidential

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: ANGEL LOPEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	3:30 P.M	10 P.M.	2	4.5
TUESDAY	4/2/2013	3:30 P.M	10 P.M.	1.5	5
WEDNESDAY	4/3/2013	3:30 P.M	10 P.M.	2	4.5
THURSDAY	4/4/2013	3:30 P.M	10 P.M.	2.5	4
FRIDAY	4/5/2013	3:30 P.M	10 P.M.	3	3.5
SATURDAY	4/6/2013	10 A.M.	11 P.M.	5	8
SUNDAY	4/7/2013	11 A.M.	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 36.5

EMPLOYEE SIGNATURE:

Confidential

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: ARMONDO MURRIETA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	3:30 P.M	10 P.M.	2	4.5
TUESDAY	4/2/2013	3:30 P.M	10 P.M.	1.5	5
WEDNESDAY	4/3/2013	3:30 P.M	10 P.M.	2	4.5
THURSDAY	4/4/2013	3:30 P.M	10 P.M.	2.5	4
FRIDAY	4/5/2013	3:30 P.M	10 P.M.	3	3.5
SATURDAY	4/6/2013	10 A.M.	11 P.M.	6	7
SUNDAY	4/7/2013	11 A.M.	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 35.5

EMPLOYEE SIGNATURE:

Confidential

Confidential

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PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: VERONICO CARDENA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	3:30 P.M	10 P.M.	2	4.5
TUESDAY	4/2/2013	3:30 P.M	10 P.M.	0.5	6
WEDNESDAY	4/3/2013	3:30 P.M	10 P.M.	2.5	4
THURSDAY	4/4/2013	3:30 P.M	10 P.M.	2.5	4
FRIDAY	4/5/2013	3:30 P.M	10 P.M.	3	5.5
SATURDAY	4/6/2013	10 A.M.	11 P.M.	6.5	6.5
SUNDAY	4/7/2013	11 A.M.	12 A.M.	5	8

WORKWEEK HOURS TOTAL: 38.5

EMPLOYEE SIGNATURE: Confidential

PAY: $390.00
DRAWS:
NET: $390.00

NAME: JULIAN ARMENTA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	3:30 P.M	10 P.M.	2	4.5
TUESDAY	4/2/2013	3:30 P.M	10 P.M.	1.5	5
WEDNESDAY	4/3/2013	3:30 P.M	10 P.M.	2	4.5
THURSDAY	4/4/2013	3:30 P.M	10 P.M.	2.5	4
FRIDAY	4/5/2013	3:30 P.M	10 P.M.	3	3.5
SATURDAY	4/6/2013	10 A.M.	11 P.M.	5	8
SUNDAY	4/7/2013	11 A.M.	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 36.5

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $80.00
NET: $245.00

NAME: ASHLIE RUYLE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	3:30 P.M	10 P.M.	2	4.5
TUESDAY	4/2/2013	3:30 P.M	10 P.M.	0.5	6
WEDNESDAY	4/3/2013	3:30 P.M	10 P.M.	2.5	4
THURSDAY	4/4/2013	3:30 P.M	10 P.M.	2.5	4
FRIDAY	4/5/2013	3:30 P.M	10 P.M.	3	5.5
SATURDAY	4/6/2013	10 A.M.	11 P.M.	6.5	6.5
SUNDAY	4/7/2013	11 A.M.	12 A.M.	5	8

WORKWEEK HOURS TOTAL: 38.5

EMPLOYEE SIGNATURE: Confidential

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PAY:

DRAWS: $0.00

NET: $410.00

NAME: JULIO MARTINEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	3:30 P.M	10 P.M.	2	4.5
TUESDAY	4/2/2013	3:30 P.M	10 P.M.	1.5	5
WEDNESDAY	4/3/2013	3:30 P.M	10 P.M.	2	4.5
THURSDAY	4/4/2013	3:30 P.M	10 P.M.	2.5	4
FRIDAY	4/5/2013	3:30 P.M	10 P.M.	3	3.5
SATURDAY	4/6/2013	10 A.M.	11 P.M.	5	8
SUNDAY	4/7/2013	11 A.M.	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 36.5

Confidential

EMPLOYEE SIGNATURE:

PAY: $365.00

DRAWS:

NET: $365.00

NAME: ELPIDIO SEDANO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	3:30 P.M	10 P.M.	2	4.5
TUESDAY	4/2/2013	3:30 P.M	10 P.M.	1	5.5
WEDNESDAY	4/3/2013	3:30 P.M	10 P.M.	2	4.5
THURSDAY	4/4/2013	3:30 P.M	10 P.M.	3.5	3
FRIDAY	4/5/2013	3:30 P.M	10 P.M.	3	3.5
SATURDAY	4/6/2013	10 A.M.	11 P.M.	6	7
SUNDAY	4/7/2013	11 A.M.	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 35

Confidential

EMPLOYEE SIGNATURE:

PAY: $325.00

DRAWS: $0.00

NET: $325.00

NAME: ALFONSO GUEVARA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	3:30 P.M	10 P.M.	2	4.5
TUESDAY	4/2/2013	3:30 P.M	10 P.M.	0.5	6
WEDNESDAY	4/3/2013	3:30 P.M	10 P.M.	2.5	4
THURSDAY	4/4/2013	3:30 P.M	10 P.M.	2.5	4
FRIDAY	4/5/2013	3:30 P.M	10 P.M.	5	3.5
SATURDAY	4/6/2013	10 A.M.	11 P.M.	3.5	9.5
SUNDAY	4/7/2013	11 A.M.	12 A.M.	5	8

WORKWEEK HOURS TOTAL: 39.5

Confidential

EMPLOYEE SIGNATURE:

Butler's Exh. 2

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: DANIEL CASTRO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOU
MONDAY	4/1/2013	3:30 P.M	10 P.M.	2	4.5
TUESDAY	4/2/2013	3:30 P.M	10 P.M.	1.5	5
WEDNESDAY	4/3/2013	3:30 P.M	10 P.M.	2	4.5
THURSDAY	4/4/2013	3:30 P.M	10 P.M.	2.5	4
FRIDAY	4/5/2013	3:30 P.M	10 P.M.	3	3.5
SATURDAY	4/6/2013	10 A.M.	11 P.M.	5	8
SUNDAY	4/7/2013	11 A.M.	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 36.5

Confidential

EMPLOYEE SIGNATURE:

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: IGNACIO CARBALLO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	3:30 P.M	10 P.M.	2	4.5
TUESDAY	4/2/2013	3:30 P.M	10 P.M.	1.5	5
WEDNESDAY	4/3/2013	3:30 P.M	10 P.M.	2	4.5
THURSDAY	4/4/2013	3:30 P.M	10 P.M.	2.5	4
FRIDAY	4/5/2013	3:30 P.M	10 P.M.	2	4.5
SATURDAY	4/6/2013	10 A.M.	11 P.M.	6	7
SUNDAY	4/7/2013	11 A.M.	12 A.M.	5	8

WORKWEEK HOURS TOTAL: 37.5

Confidential

EMPLOYEE SIGNATURE:

PAY: $350.00
DRAWS: $20.00
NET: $330.00

NAME: EDUARDO CERVANTES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	3:30 P.M	10 P.M.	2	4.5
TUESDAY	4/2/2013	3:30 P.M	10 P.M.	0.5	6
WEDNESDAY	4/3/2013	3:30 P.M	10 P.M.	2.5	4
THURSDAY	4/4/2013	3:30 P.M	10 P.M.	2.5	4
FRIDAY	4/5/2013	3:30 P.M	10 P.M.	3	5.5
SATURDAY	4/6/2013	10 A.M.	11 P.M.	6.5	6.5
SUNDAY	4/7/2013	11 A.M.	12 A.M.	5	8

WORKWEEK HOURS TOTAL: 38.5

Confidential

EMPLOYEE SIGNATURE:

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: JORGE RIVAS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	3:30 P.M	10 P.M.	2	4.5
TUESDAY	4/2/2013	3:30 P.M	10 P.M.	1	5.5
WEDNESDAY	4/3/2013	3:30 P.M	10 P.M.	1.5	5
THURSDAY	4/4/2013	3:30 P.M	10 P.M.	2.5	4
FRIDAY	4/5/2013	3:30 P.M	10 P.M.	4	2.5
SATURDAY	4/6/2013	10 A.M.	11 P.M.	6	7
SUNDAY	4/7/2013	11 A.M.	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 35.5

EMPLOYEE SIGNATURE: Confidential

PAY: $475.00
DRAWS: $0.00
NET: $475.00

NAME: JAMIE HERNANDEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	3:30 P.M	10 P.M.	2	4.5
TUESDAY	4/2/2013	3:30 P.M	10 P.M.	1.5	5
WEDNESDAY	4/3/2013	3:30 P.M	10 P.M.	2	4.5
THURSDAY	4/4/2013	3:30 P.M	10 P.M.	3	3.5
FRIDAY	4/5/2013	3:30 P.M	10 P.M.	3	3.5
SATURDAY	4/6/2013	10 A.M.	11 P.M.	5	8
SUNDAY	4/7/2013	11 A.M.	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 36

EMPLOYEE SIGNATURE: Confidential

PAY: $575.00
DRAWS: $0.00
NET: $575.00

NAME: CARLOS ARMENTA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	3:30 P.M	10 P.M.	2	4.5
TUESDAY	4/2/2013	3:30 P.M	10 P.M.	1	5.5
WEDNESDAY	4/3/2013	3:30 P.M	10 P.M.	2	4.5
THURSDAY	4/4/2013	3:30 P.M	10 P.M.	3.5	3
FRIDAY	4/5/2013	3:30 P.M	10 P.M.	3	3.5
SATURDAY	4/6/2013	10 A.M.	11 P.M.	6	7
SUNDAY	4/7/2013	11 A.M.	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 35

EMPLOYEE SIGNATURE: Confidential

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PAY: $350.00
DRAWS: $40.00
NET: $310.00

NAME: JESUS OJEDA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	3:30 P.M	10 P.M.	2	4.5
TUESDAY	4/2/2013	3:30 P.M	10 P.M.	0.5	6
WEDNESDAY	4/3/2013	3:30 P.M	10 P.M.	1.5	5
THURSDAY	4/4/2013	3:30 P.M	10 P.M.	3.5	3
FRIDAY	4/5/2013	3:30 P.M	10 P.M.	3	5.5
SATURDAY	4/6/2013	10 A.M.	11 P.M.	7	6
SUNDAY	4/7/2013	11 A.M.	12 A.M.	5	8

WORKWEEK HOURS TOTAL: 38

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: RASID KAREEM

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	3:30 P.M	10 P.M.	2	4.5
TUESDAY	4/2/2013	3:30 P.M	10 P.M.	1.5	5
WEDNESDAY	4/3/2013	3:30 P.M	10 P.M.	3	3.5
THURSDAY	4/4/2013	3:30 P.M	10 P.M.	2	4.5
FRIDAY	4/5/2013	3:30 P.M	10 P.M.	3	3.5
SATURDAY	4/6/2013	10 A.M.	11 P.M.	6	7
SUNDAY	4/7/2013	11 A.M.	12 A.M.	5	8

WORKWEEK HOURS TOTAL: 36

EMPLOYEE SIGNATURE: Confidential

PAY: $425.00
DRAWS: $0.00
NET: $425.00

NAME: JOSE C. SANCHEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	3:30 P.M	10 P.M.	2	4.5
TUESDAY	4/2/2013	3:30 P.M	10 P.M.	1	5.5
WEDNESDAY	4/3/2013	3:30 P.M	10 P.M.	1.5	5
THURSDAY	4/4/2013	3:30 P.M	10 P.M.	3	3.5
FRIDAY	4/5/2013	3:30 P.M	10 P.M.	4	2.5
SATURDAY	4/6/2013	10 A.M.	11 P.M.	6	7
SUNDAY	4/7/2013	11 A.M.	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 35

EMPLOYEE SIGNATURE: Confidential

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PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: LUIS TEJEDA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	3:30 P.M	10 P.M.	2	4.5
TUESDAY	4/2/2013	3:30 P.M	10 P.M.	1.5	5
WEDNESDAY	4/3/2013	3:30 P.M	10 P.M.	2.5	4.5
THURSDAY	4/4/2013	9 A.M	10 P.M.	2.5	4
FRIDAY	4/5/2013	3:30 P.M	10 P.M.	3	4.5
SATURDAY	4/6/2013	10 A.M.	11 P.M.	6.5	7
SUNDAY	4/7/2013	11 A.M.	12 A.M.	5	8

WORKWEEK HOURS TOTAL: 37.5

EMPLOYEE SIGNATURE: Confidential

PAY: $350.0(
DRAWS: 80
NET: ~~$350.0(~~ 270.

NAME: SYBERT SLACK

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	3:30 P.M	10 P.M.	2	4.5
TUESDAY	4/2/2013	3:30 P.M	10 P.M.	1	5.5
WEDNESDAY	4/3/2013	3:30 P.M	10 P.M.	2.5	4
THURSDAY	4/4/2013	3:30 P.M	10 P.M.	2	4.5
FRIDAY	4/5/2013	3:30 P.M	10 P.M.	5	1.5
SATURDAY	4/6/2013	10 A.M.	11 P.M.	5	8
SUNDAY	4/7/2013	11 A.M.	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 35

EMPLOYEE SIGNATURE: Confidential

PAY: $525.0(
DRAWS: 40 ~~$0.0(~~
NET: ~~$325.0(~~ 485.

NAME: OMAR LOPEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	3:30 P.M	10 P.M.	2	4.5
TUESDAY	4/2/2013	3:30 P.M	10 P.M.	1	5.5
WEDNESDAY	4/3/2013	3:30 P.M	10 P.M.	2.5	4
THURSDAY	4/4/2013	3:30 P.M	10 P.M.	2.5	4
FRIDAY	4/5/2013	3:30 P.M	10 P.M.	4	2.5
SATURDAY	4/6/2013	10 A.M.	11 P.M.	5	8
SUNDAY	4/7/2013	11 A.M.	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 35.5

EMPLOYEE SIGNATURE: Confidential

Butler's E[redacted]. 836

PAY: $415.00
DRAWS:
NET: $415.00

NAME: REGGIE ROSS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOUF
MONDAY	4/1/2013	3:30 P.M	10 P.M.	2	4.5
TUESDAY	4/2/2013	3:30 P.M	10 P.M.	1.5	5
WEDNESDAY	4/3/2013	3:30 P.M	10 P.M.	2.5	4
THURSDAY	4/4/2013	3:30 P.M	10 P.M.	2.5	4
FRIDAY	4/5/2013	3:30 P.M	10 P.M.	4	2.5
SATURDAY	4/6/2013	10 A.M.	11 P.M.	5	8
SUNDAY	4/7/2013	11 A.M.	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 35

EMPLOYEE SIGNATURE: Confidential

PAY: $425.00
DRAWS: $0.00
NET: $425.00

NAME: FLORENCIO OLIVA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	3:30 P.M	10 P.M.	2	4.5
TUESDAY	4/2/2013	3:30 P.M	10 P.M.	1.5	5
WEDNESDAY	4/3/2013	3:30 P.M	10 P.M.	2	4.5
THURSDAY	4/4/2013	3:30 P.M	10 P.M.	2.5	4
FRIDAY	4/5/2013	3:30 P.M	10 P.M.	2	4.5
SATURDAY	4/6/2013	10 A.M.	11 P.M.	6	7
SUNDAY	4/7/2013	11 A.M.	12 A.M.	5	8

WORKWEEK HOURS TOTAL: Confidential 37.5

EMPLOYEE SIGNATURE:

PAY: $350.00
DRAWS: $80.00
NET: $270.00

NAME: TAYO LAMBERT

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	3:30 P.M	10 P.M.	2	4.5
TUESDAY	4/2/2013	3:30 P.M	10 P.M.	1	5.5
WEDNESDAY	4/3/2013	3:30 P.M	10 P.M.	2	4.5
THURSDAY	4/4/2013	3:30 P.M	10 P.M.	3.5	3
FRIDAY	4/5/2013	3:30 P.M	10 P.M.	3	3.5
SATURDAY	4/6/2013	10 A.M.	11 P.M.	6	7
SUNDAY	4/7/2013	11 A.M.	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 35

EMPLOYEE SIGNATURE: Confidential

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PAY: $350.00
DRAWS:
NET: $350.00

NAME: MARTHA VARGAS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	3:30 P.M	10 P.M.	2	4.5
TUESDAY	4/2/2013	3:30 P.M	10 P.M.	0.5	6
WEDNESDAY	4/3/2013	3:30 P.M	10 P.M.	2.5	4
THURSDAY	4/4/2013	3:30 P.M	10 P.M.	2.5	4
FRIDAY	4/5/2013	3:30 P.M	10 P.M.	3	5.5
SATURDAY	4/6/2013	10 A.M.	11 P.M.	6.5	6.5
SUNDAY	4/7/2013	11 A.M.	12 A.M.	5	8

WORKWEEK HOURS TOTAL: 38.5

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: ERNESTO VIDAL

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	3:30 P.M	10 P.M.	2	4.5
TUESDAY	4/2/2013	3:30 P.M	10 P.M.	0.5	6
WEDNESDAY	4/3/2013	3:30 P.M	10 P.M.	2.5	4
THURSDAY	4/4/2013	3:30 P.M	10 P.M.	2.5	4
FRIDAY	4/5/2013	3:30 P.M	10 P.M.	5	3.5
SATURDAY	4/6/2013	10 A.M.	11 P.M.	6.5	6.5
SUNDAY	4/7/2013	11 A.M.	12 A.M.	5	8

WORKWEEK HOURS TOTAL: 36.5

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $400.00
DRAWS: $0.00
NET: $400.00

NAME: STEPHEN SMITH

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	3:30 P.M	10 P.M.	2	4.5
TUESDAY	4/2/2013	3:30 P.M	10 P.M.	0.5	6
WEDNESDAY	4/3/2013	3:30 P.M	10 P.M.	2.5	4
THURSDAY	4/4/2013	3:30 P.M	10 P.M.	2.5	4
FRIDAY	4/5/2013	3:30 P.M	10 P.M.	5	3.5
SATURDAY	4/6/2013	10 A.M.	11 P.M.	4.5	8.5
SUNDAY	4/7/2013	11 A.M.	12 A.M.	5	8

WORKWEEK HOURS TOTAL: 38.5

EMPLOYEE SIGNATURE: Confidential [redacted]

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PAY: $375.00
DRAWS: $0.00
NET: $375.00

NAME: GUADALUPE RODRIGUEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	3:30 P.M	10 P.M.	2	4.5
TUESDAY	4/2/2013	3:30 P.M	10 P.M.	1	5.5
WEDNESDAY	4/3/2013	3:30 P.M	10 P.M.	2	4.5
THURSDAY	4/4/2013	3:30 P.M	10 P.M.	3.5	3
FRIDAY	4/5/2013	3:30 P.M	10 P.M.	3	3.5
SATURDAY	4/6/2013	10 A.M.	11 P.M.	6	7
SUNDAY	4/7/2013	11 A.M.	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 35

Confidential

EMPLOYEE SIGNATURE:

PAY: $470.00
DRAWS: $0.00
NET: $470.00

NAME: OMAR PEDRO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	3:30 P.M	10 P.M.	2	4.5
TUESDAY	4/2/2013	3:30 P.M	10 P.M.	1	5.5
WEDNESDAY	4/3/2013	3:30 P.M	10 P.M.	1.5	5
THURSDAY	4/4/2013	3:30 P.M	10 P.M.	4	2.5
FRIDAY	4/5/2013	3:30 P.M	10 P.M.	3	3.5
SATURDAY	4/6/2013	10 A.M.	11 P.M.	6	7
SUNDAY	4/7/2013	11 A.M.	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 35

Confidential

EMPLOYEE SIGNATURE:

Confidential

$395.00
$0.00
$395.00

NAME: FELIPE VILLEGA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	3:30 P.M	10 P.M.	2	4.5
TUESDAY	4/2/2013	3:30 P.M	10 P.M.	0.5	6
WEDNESDAY	4/3/2013	3:30 P.M	10 P.M.	2.5	4
THURSDAY	4/4/2013	3:30 P.M	10 P.M.	2.5	4
FRIDAY	4/5/2013	3:30 P.M	10 P.M.	3	5.5
SATURDAY	4/6/2013	10 A.M.	11 P.M.	6.5	6.5
SUNDAY	4/7/2013	11 A.M.	12 A.M.	5	8

WORKWEEK HOURS TOTAL: 38.5

EMPLOYEE SIGNATURE:

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PAY: $188.0
DRAWS: $40.0
NET: $148.0

NAME: DEAN AMARAL

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	OFF			
TUESDAY	4/2/2013	OFF			
WEDNESDAY	4/3/2013	OFF			
THURSDAY	4/4/2013	3:30 P.M	10 P.M.	2	4.5
FRIDAY	4/5/2013	3:30 P.M	10 P.M.	3	3.5
SATURDAY	4/6/2013	10 A.M.	11 P.M.	5	8
SUNDAY	4/7/2013	11 A.M.	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 23

EMPLOYEE SIGNATURE:

Confidential

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: UBALDO SANCHEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	3:30 P.M	10 P.M.	2	4.5
TUESDAY	4/2/2013	3:30 P.M	10 P.M.	1.5	5
WEDNESDAY	4/3/2013	3:30 P.M	10 P.M.	2	4.5
THURSDAY	4/4/2013	3:30 P.M	10 P.M.	2.5	4
FRIDAY	4/5/2013	3:30 P.M	10 P.M.	3	3.5
SATURDAY	4/6/2013	10 A.M.	11 P.M.	5	8
SUNDAY	4/7/2013	11 A.M.	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 36.5

EMPLOYEE SIGNATURE:

Confidential

PAY: $350.00
DRAWS: 127. ~~$120.00~~
NET: ~~$230.00~~ 223.

NAME: JOHNNIE FLORES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	3:30 P.M	10 P.M.	2	4.5
TUESDAY	4/2/2013	3:30 P.M	10 P.M.	1.5	5
WEDNESDAY	4/3/2013	3:30 P.M	10 P.M.	2	4.5
THURSDAY	4/4/2013	3:30 P.M	10 P.M.	2.5	4
FRIDAY	4/5/2013	3:30 P.M	10 P.M.	3	3.5
SATURDAY	4/6/2013	10 A.M.	11 P.M.	5	8
SUNDAY	4/7/2013	11 A.M.	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 36.5

EMPLOYEE SIGNATURE:

Confidential

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PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: TINA MOSHER

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	3:30 P.M	10 P.M.	2	4.5
TUESDAY	4/2/2013	3:30 P.M	10 P.M.	0.5	6
WEDNESDAY	4/3/2013	3:30 P.M	10 P.M.	1.5	5
THURSDAY	4/4/2013	3:30 P.M	10 P.M.	3.5	3
FRIDAY	4/5/2013	3:30 P.M	10 P.M.	3	5.5
SATURDAY	4/6/2013	10 A.M.	11 P.M.	7	6
SUNDAY	4/7/2013	11 A.M.	12 A.M.	5	8

WORKWEEK HOURS TOTAL: 38

EMPLOYEE SIGNATURE: Confidential

PAY: $600.0(
DRAWS: $0.0(
NET: $600.0(

NAME: JOHN LOPEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	3:30 P.M	10 P.M.	2	4.5
TUESDAY	4/2/2013	3:30 P.M	10 P.M.	1	5.5
WEDNESDAY	4/3/2013	3:30 P.M	10 P.M.	2.5	4
THURSDAY	4/4/2013	3:30 P.M	10 P.M.	2	4.5
FRIDAY	4/5/2013	3:30 P.M	10 P.M.	4	2.5
SATURDAY	4/6/2013	10 A.M.	11 P.M.	5	8
SUNDAY	4/7/2013	11 A.M.	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 36

EMPLOYEE SIGNATURE: Confidential

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: ELDIBERTO MARCOS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	DATE				
TUESDAY	4/1/2013	3:30 P.M	10 P.M.	1	5.5
WEDNESDAY	4/2/2013	3:30 P.M	10 P.M.	2.5	4
THURSDAY	4/3/2013	3:30 P.M	10 P.M.	2	4.5
FRIDAY	4/4/2013	3:30 P.M	10 P.M.	1	5.5
SATURDAY	4/5/2013	10 A.M.	11 P.M.	2	11
SUNDAY	4/6/2013	11 A.M.	12 A.M.	6	7
	1/0/1900	1/0/1900	0	0	0

WORKWEEK HOURS TOTAL: 37.5

EMPLOYEE SIGNATURE: Confidential

Butler's Exh. 26, p. 841

PAY: $380.00
DRAWS: $0.00
NET: $380.00

NAME: JOSE GUTIERREZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	3:30 P.M	10 P.M.	2	4.5
TUESDAY	4/2/2013	3:30 P.M	10 P.M.	0.5	6
WEDNESDAY	4/3/2013	3:30 P.M	10 P.M.	1.5	5
THURSDAY	4/4/2013	3:30 P.M	10 P.M.	3.5	3
FRIDAY	4/5/2013	3:30 P.M	10 P.M.	3	5.5
SATURDAY	4/6/2013	10 A.M.	11 P.M.	7	6
SUNDAY	4/7/2013	11 A.M.	12 A.M.	5	8

WORKWEEK HOURS TOTAL: 38

Confidential

LOYEE SIGNATURE:

PAY: $390.00
DRAWS:
NET: $390.00

NAME: AUGUSTINE ESPINOSA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/2/2013	3:30 P.M	10 P.M.	0.5	6
TUESDAY	4/3/2013	3:30 P.M	10 P.M.	2.5	4
WEDNESDAY	4/4/2013	3:30 P.M	10 P.M.	2.5	4
THURSDAY	4/5/2013	3:30 P.M	10 P.M.	5	3.5
FRIDAY	4/6/2013	10 A.M.	11 P.M.	1.5	11.5
SATURDAY	4/7/2013	11 A.M.	12 A.M.	2	11
SUNDAY	1/0/1900	12:00:00 AM	0	0	0

WORKWEEK HOURS TOTAL: 40

Confidential

EMPLOYEE SIGNATURE:

PAY: $650.00
DRAWS: ~~$100.00~~
NET: ~~$650.00~~ $550.-

NAME: BENNY HILL

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	3:30 P.M	10 P.M.	2	4.5
TUESDAY	4/2/2013	3:30 P.M	10 P.M.	0.5	6
WEDNESDAY	4/3/2013	3:30 P.M	10 P.M.	2.5	4
THURSDAY	4/4/2013	3:30 P.M	10 P.M.	2.5	4
FRIDAY	4/5/2013	3:30 P.M	10 P.M.	4	4.5
SATURDAY	4/6/2013	10 A.M.	11 P.M.	6.5	6.5
SUNDAY	4/7/2013	11 A.M.	12 A.M.	5	8

WORKWEEK HOURS TOTAL: 37.5

Butler Confidential

MPLOYEE SIGNATURE:

PAY: $325.
DRAWS: Log. - $40.
NET: $285.
265

NAME: APPOLOS MCCOREY

DAY	DATE	IN	OUT	BREAKS	TOTAL HC
MONDAY	4/1/2013	3:30 P.M	10 P.M.	2	4.5
TUESDAY	4/2/2013	3:30 P.M	10 P.M.	1	5.5
WEDNESDAY	4/3/2013	3:30 P.M	10 P.M.	2.5	4
THURSDAY	4/4/2013	3:30 P.M	10 P.M.	2	4.5
FRIDAY	4/5/2013	3:30 P.M	10 P.M.	4	2.5
SATURDAY	4/6/2013	10 A.M.	11 P.M.	5	8
SUNDAY	4/7/2013	11 A.M.	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 36

EMPLOYEE SIGNATURE: Confidential

PAY: $600.00
DRAWS: $0.00
NET: $600.00

NAME: MARILU ZEPEDA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	3:30 P.M	10 P.M.	2	4.5
TUESDAY	4/2/2013	3:30 P.M	10 P.M.	1	5.5
WEDNESDAY	4/3/2013	3:30 P.M	10 P.M.	1.5	5
THURSDAY	4/4/2013	3:30 P.M	10 P.M.	2.5	4
FRIDAY	4/5/2013	3:30 P.M	10 P.M.	4	2.5
SATURDAY	4/6/2013	10 A.M.	11 P.M.	5	8
SUNDAY	4/7/2013	11 A.M.	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 36.5

EMPLOYEE SIGNATURE: Confidential

PAY: $400.00
DRAWS:
NET: $400.00

NAME: ROBERTO SANCHEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	3:30 P.M	10 P.M.	2	4.5
TUESDAY	4/2/2013	3:30 P.M	10 P.M.	0.5	6
WEDNESDAY	4/3/2013	3:30 P.M	10 P.M.	2.5	4
THURSDAY	4/4/2013	3:30 P.M	10 P.M.	2.5	4
FRIDAY	4/5/2013	3:30 P.M	10 P.M.	4	4.5
SATURDAY	4/6/2013	10 A.M.	11 P.M.	6.5	6.5
SUNDAY	4/7/2013	11 A.M.	12 A.M.	5	8

WORKWEEK HOURS TOTAL: 37.5

EMPLOYEE SIGNATURE: Confidential

PAY: $350.00
DRAWS:
NET: $350.00

NAME: RAUL SEVERO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	3:30 P.M	10 P.M.	2	4.5
TUESDAY	4/2/2013	3:30 P.M	10 P.M.	1	5.5
WEDNESDAY	4/3/2013	3:30 P.M	10 P.M.	2.5	4
THURSDAY	4/4/2013	3:30 P.M	10 P.M.	2	4.5
FRIDAY	4/5/2013	3:30 P.M	10 P.M.	4	2.5
SATURDAY	4/6/2013	10 A.M.	11 P.M.	5	8
SUNDAY	4/7/2013	11 A.M.	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 36

EMPLOYEE SIGNATURE:

Confidential

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: ANGEL SEPULVEDA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	3:30 P.M	10 P.M.	2	4.5
TUESDAY	4/2/2013	3:30 P.M	10 P.M.	0.5	6
WEDNESDAY	4/3/2013	3:30 P.M	10 P.M.	2.5	4
THURSDAY	4/4/2013	3:30 P.M	10 P.M.	2.5	4
FRIDAY	4/5/2013	3:30 P.M	10 P.M.	5	3.5
SATURDAY	4/6/2013	10 A.M.	11 P.M.	4.5	8.5
SUNDAY	4/7/2013	11 A.M.	12 A.M.	5	8

WORKWEEK HOURS TOTAL: 38.5

EMPLOYEE SIGNATURE:

Confidential

PAY: $1,650.00
DRAWS:
NET: $1,650.00

NAME: ROBERT MERTEN II

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	IN	OUT	BREAKS	TOTAL HOURS
TUESDAY	4/2/2013	3:30 P.M	10 P.M.	0.5	6
WEDNESDAY	4/3/2013	3:30 P.M	10 P.M.	2.5	4
THURSDAY	4/4/2013	3:30 P.M	10 P.M.	2.5	4
FRIDAY	4/5/2013	3:30 P.M	10 P.M.	5	3.5
SATURDAY	4/6/2013	10 A.M.	11 P.M.	1.5	11.5
SUNDAY	4/7/2013	11 A.M.	12 A.M.	3	10

WORKWEEK HOURS TOTAL: 39

EMPLOYEE SIGNATURE:

Confidential

PAY: $400.00
DRAWS: $0.00
NET: $400.00

NAME: JERRY SOOTER

DAY	DATE	IN	OUT	BREAKS	TOTAL HO
MONDAY	4/1/2013	9A.M.	6P.M.	2	6
TUESDAY	4/2/2013	9A.M.	6P.M.	3	5
WEDNESDAY	4/3/2013	9A.M.	6P.M.	2	6
THURSDAY	4/4/2013	9A.M.	6P.M.	3	5
FRIDAY	4/5/2013	9A.M.	6P.M.	2	6
SATURDAY	4/6/2013	9A.M.	6P.M.	2	6
SUNDAY	4/7/2013	9A.M.	6P.M.	2	6

WORKWEEK HOURS TOTAL: 40

EMPLOYEE SIGNATURE:

Confidential

PAY: $325.00
DRAWS: $40.00
NET: $285.00

NAME: LEMITIA JACKSON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	3:30 P.M	10 P.M.	2	4.5
TUESDAY	4/2/2013	3:30 P.M	10 P.M.	0.5	6
WEDNESDAY	4/3/2013	3:30 P.M	10 P.M.	2.5	4
THURSDAY	4/4/2013	3:30 P.M	10 P.M.	2.5	4
FRIDAY	4/5/2013	3:30 P.M	10 P.M.	5	3.5
SATURDAY	4/6/2013	10 A.M.	11 P.M.	5.5	7.5
SUNDAY	4/7/2013	11 A.M.	12 A.M.	5	8

WORKWEEK HOURS TOTAL: 37.5

EMPLOYEE SIGNATURE:

Confidential

PAY: $1,000.00
DRAWS: $0.00
NET: $1,000.00

NAME: DREW BUDIMIR

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	3:30 P.M	10 P.M.	2	4.5
TUESDAY	4/2/2013	3:30 P.M	10 P.M.	1	5.5
WEDNESDAY	4/3/2013	3:30 P.M	10 P.M.	2.5	4
THURSDAY	4/4/2013	3:30 P.M	10 P.M.	2.5	4
FRIDAY	4/5/2013	3:30 P.M	10 P.M.	4	2.5
SATURDAY	4/6/2013	10 A.M.	11 P.M.	5	8
SUNDAY	4/7/2013	11 A.M.	12 A.M.	6	7

WORKWEEK HOURS TOTAL: 35.5

EMPLOYEE SIGNATURE:

Confidential

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: JOSE PENA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	3:30 P.M.	10P.M.	2.5	4
TUESDAY	4/2/2013	3:30 P.M.	10P.M.	2.5	4
WEDNESDAY	4/3/2013	3:30 P.M.	10P.M.	2.5	4
THURSDAY	4/4/2013	3:30 P.M.	10P.M.	3.5	5
FRIDAY	4/5/2013	3:30 P.M.	11P.M.	3.5	5
SATURDAY	4/6/2013	10 A.M.	12A.M.	5	8
SUNDAY	4/7/2013	11A.M.	12A.M.	5.5	7.5

WORKWEEK HOURS TOTAL: 37.5

EMPLOYEE SIGNATURE:

Confidential

RECEIPT No. 892015

DATE 4/7/13

FROM Butler Amusement $1900-

One thousand - nine hundred - DOLLARS

FOR RENT
FOR Pool Sky

ACCT.	1900	00
PAID	1900	00
DUE	-	

CASH
CHECK
MONEY ORDE
CREDIT CARD

Confidential

A-2501
T-46820

BUTLER AMUSEMENTS
"BUTCH'S" UNIT
PAYROLL

ARIZONA MILLS									
WEEK ENDING	4/7/2013								
LAST NAME	FIRST NAME	SSN	DOB	GROSS	DRAWS	UNIFORMS	ID	BUNK	NET
AMARAL	DEAN			$188.00	$40.00	$0.00	$0.00	$0.00	$148.00
ANDRADE	DANIEL			$500.00	$0.00	$0.00	$0.00	$0.00	$500.00
ARMENTA	CARLOS	Confidential		$575.00	$0.00	$0.00	$0.00	$0.00	$575.00
ARMENTA	JULIAN			$390.00	$0.00	$0.00	$0.00	$0.00	$390.00
BUDIMIR	DREW			$1,000.00	$0.00	$0.00	$0.00	$0.00	$1,000.00
CARBALLO	IGNACIO	Confidential		$325.00	$0.00	$0.00	$0.00	$0.00	$325.00
CARDENA	VERONICO			$350.00	$0.00	$0.00	$0.00	$0.00	$350.00
CASTRO	DANIEL			$325.00	$0.00	$0.00	$0.00	$0.00	$325.00
CERVANTES	EDUARDO	Confidential		$350.00	$120.00	$0.00	$0.00	$0.00	$230.00
CONTRERAS	JOSE			$325.00	$0.00	$0.00	$0.00	$0.00	$325.00
ESTUDILLO	SAUL			$500.00	$0.00	$0.00	$0.00	$0.00	$500.00
FLORES	EFRAIN			$350.00	$0.00	$0.00	$0.00	$0.00	$350.00
FLORES	JOHNNY			$350.00	$120.00	$0.00	$0.00	$0.00	$230.00
GAMERO	JAVIER			$600.00	$0.00	$0.00	$0.00	$0.00	$600.00
GAMERO	GUSTAVO			$500.00	$0.00	$0.00	$0.00	$0.00	$500.00
GRABENER	JAMES	QUIT	SUNDAY 3/31	$0.00			$0.00	$0.00	$0.00
GUEVARA	ALFONSO			$325.00	$0.00	$0.00	$0.00	$0.00	$325.00
GUITIERREZ	JOSE			$380.00	$0.00	$0.00	$0.00	$0.00	$380.00
HERNANDEZ	JAIME	Confidential		$475.00	$0.00	$0.00	$0.00	$0.00	$475.00
HILL	BENNY			$650.00	$100.00	$0.00	$0.00	$0.00	$550.00
JACKSON	LEMITIA			$325.00	$40.00	$0.00	$0.00	$0.00	$285.00
JOHNSON	JAMES	DRIVER		$600.00	$0.00	$0.00	$0.00	$0.00	$600.00
KAREM	RASHAD			$325.00	$0.00	$0.00	$0.00	$0.00	$325.00
LAMBERT	TAYO			$350.00	$80.00	$0.00	$0.00	$0.00	$270.00
LOPEZ	ANGEL			$325.00	$0.00	$0.00	$0.00	$0.00	$325.00
LOPEZ	OMAR	Confidential		$525.00	$40.00	$0.00	$0.00	$0.00	$485.00
LOPEZ	JOHN			$600.00	$0.00	$0.00	$0.00	$0.00	$600.00
MARTINEZ	JULIO			$410.00	$0.00	$0.00	$0.00	$0.00	$410.00
MAULDIN	WILLIAM			$500.00	$50.00	$0.00	$0.00	$0.00	$450.00
MCCORY	APPOLOS			$325.00	$40.00	$0.00	$0.00	$0.00	$285.00
MENDEZ	JOSE			$375.00	$0.00	$0.00	$0.00	$0.00	$375.00
MENDEZ	ANTONIO	Confidential		$745.00	$0.00	$0.00	$0.00	$0.00	$745.00
MOSHER	TINA			$325.00	$0.00	$0.00	$0.00	$0.00	$325.00
MUNOZ	MANOLO	Confidential		$375.00	$0.00	$0.00	$0.00	$0.00	$375.00
MURRIETA	ARMONDO			$350.00	$0.00	$0.00	$0.00	$0.00	$350.00
OBRENTZ	MARLA			$325.00	$40.00	$0.00	$0.00	$0.00	$285.00
OJEDA	JESUS			$350.00	$40.00	$0.00	$0.00	$0.00	$310.00
OLENSKY	TIM	DRIVER		$500.00	$0.00	$0.00	$0.00	$0.00	$500.00
OLIVA	FLORENCIO			$425.00	$0.00	$0.00	$0.00	$0.00	$425.00
OLIVA	FLORENCIA			$425.00	$0.00	$0.00	$0.00	$0.00	$425.00
PAREDES	JOSE			$500.00	$0.00	$0.00	$0.00	$0.00	$500.00
PEDRO	OMAR			$470.00	$0.00	$0.00	$0.00	$0.00	$470.00
PENA	JOSE LUIS			$350.00	$0.00	$0.00	$0.00	$0.00	$350.00
QUINT	RON	DRIVER		$900.00	$0.00	$0.00	$0.00	$0.00	$900.00
RIVAS	JORGE			$350.00	$0.00	$0.00	$0.00	$0.00	$350.00
RODRIGUEZ	GUADALUPE			$375.00	$0.00	$0.00	$0.00	$0.00	$375.00
ROSS	REGGIE	Confidential		$415.00	$20.00	$0.00	$0.00	$0.00	$395.00
RUYLE	ASHLIE			$325.00	$80.00	$0.00	$0.00	$0.00	$245.00
SANCHEZ	JOSE CIRO	Confidential		$425.00	$0.00	$0.00	$0.00	$0.00	$425.00
SANCHEZ	UBALDO			$325.00	$0.00	$0.00	$0.00	$0.00	$325.00
SANCHEZ	ROBERTO	Confidential		$400.00	$0.00	$0.00	$0.00	$0.00	$400.00
SANTIAGO	VALENTINO			$350.00	$0.00	$0.00	$0.00	$0.00	$350.00
SANTOS	ELDIBERTO			$350.00	$0.00	$0.00	$0.00	$0.00	$350.00
SEDANO	ELPIDIO			$365.00	$0.00	$0.00	$0.00	$0.00	$365.00
SEVERO	RAUL			$350.00	$0.00	$0.00	$0.00	$0.00	$350.00
SLACK	SYBERT			$350.00	$80.00	$0.00	$0.00	$0.00	$270.00
SMITH	STEPHEN			$400.00	$0.00	$0.00	$0.00	$0.00	$400.00
TEJEDA	LUIS			$325.00	$0.00	$0.00	$0.00	$0.00	$325.00
TREJA	FERNANDO			$500.00	$0.00	$0.00	$0.00	$0.00	$500.00
TUTTLE	GENA			$400.00	$0.00	$0.00	$0.00	$0.00	$400.00
VARGAS	MARTHA	Confidential		$350.00	$0.00	$0.00	$0.00	$0.00	$350.00

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BUTLER AMUSEMENTS
"BUTCH'S" UNIT
PAYROLL

VENTURA	JOSE			$600.00	$0.00	$0.00	$0.00	$0.00	$600.00
VIDAL	ERNESTO			$350.00	$0.00	$0.00	$0.00	$0.00	$350.00
VILLEGAS	FELIPE	Confidential		$395.00	$0.00	$0.00	$0.00	$0.00	$395.00
ZEPEDA	MARILU			$600.00	$0.00	$0.00	$0.00	$0.00	$600.00
									$0.00
			TOTALS	$27,458.00	$890.00	$0.00	$0.00	$0.00	$26,568.00

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Butler Amusements, Inc.
EMPLOYEE WEEKLY TIME CARDS RECAP
WEEK ENDING: 4/7/2013

EMPLOYEE:	TOTAL HOURS:	EMPLOYEE:	TOTAL HOURS:
FLORENCIO OLIVA	37.5	STEPHEN SMITH	35.5
ARMONDO MURRIETA	35.5	ASHLIE RUYLE	38.5
EFRAIN FLORES	37.5	REGGIE ROSS	35
CARLOS ARMENTA	35	MARTHA VARGAS	38.5
IGNACIO CARBALLO	37.5	DREW BUDIMIR	35.5
JOHNNIE FLORES	36.5	BENNY HILL	37.5
MANOLO MUNOZ	36.5	JOHN LOPEZ	36
GUADALUPE RODRIGUEZ	35	ROBERTO SANCHEZ	37.5
JOSE PAREDES	36	RAUL SEVERO	36
DANIEL CASTRO	36.5	ALFONSO GUEVARA	35
RASID KAREEM	36	LEMITIA JACKSON	37.5
TAYO LAMBERT	35	APPOLOS MCCOREY	36
JESUS OJEDA	38	ANGEL SEPULVEDA	38.5
UBALDO SANCHEZ	36.5	DEAN AMARAL	37
TINA MOSHER	38	JUAN RUIZ	39.5
ELPIDIO SEDANO	35	RUTILLO GUZMAN	38
JOSE GUTIERREZ	38	SCOTT CERVARICH	38
ANGEL LOPEZ	36.5	CONSTANTINO LOPEZ	37
OMAR LOPEZ	38	MIGUEL HERRERA	39
OMAR PEDRO	35	RICARDO HUERTA	38
SYBERT SLACK	38	JAMIE VAZQUEZ	35.5
JULIAN ARMENTA	36.5	ALFONSO MENDOZA	35.5
VALENTINO SANTIAGO	38.5	ROBERT MERTEN II	36.5
JOSE CONTRERAS	35	ELDIBERTO MARCOS	36.5
LUIS TEJEDA	37.5		
JULIO MARTINEZ	36.5		
JOSE MENDEZ	38.5		
JOSE C. SANCHEZ	35		
EDUARDO CERVANTES	38.5		
ERNESTO VIDAL	36		
MARLO OBRENTZ	37.5		
JORGE RIVAS	35.5		
VERONICO CARDENA	38.5		
JAMIE HERNANDEZ	36		
FELIPE VILLEGAS	38.5		
MARILU ZEPEDA	36.5		
ANTONIO MENDEZ	38.5		

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Butler000849

Pausanpat

ROHNERT

PARK 2013

04/01/2013 - 04/07/2013

(17)

Butler's Exh. 26, p. 850

PAY: $325.00
DRAWS: $80.00
NET: $245.00

NAME: RAMIRO SANCHEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	OFF	Confidential	0	0
TUESDAY	4/2/2013	9:00:00		2	7
WEDNESDAY	4/3/2013	9:00:00		2	7
THURSDAY	4/4/2013	5:00:00		1.5	3.5
FRIDAY	4/5/2013	5:00:00		2	4
SATURDAY	4/6/2013	10:00:0		2.5	4
SUNDAY	4/7/2013	10:00:0		2	3.5

WORKWEEK HOURS TOTAL: Confidential 29

EMPLOYEE SIGNATURE:

PAY: $1,500.00
DRAWS: $0.00
NET: $1,500.00

NAME: MANUEL MARTINEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013				
TUESDAY	4/2/2013	SEE DRIVER			
WEDNESDAY	4/3/2013	LOGS			
THURSDAY	4/4/2013	FOR HOURS			
FRIDAY	4/5/2013				
SATURDAY	4/6/2013				
SUNDAY	4/7/2013				

WORKWEEK HOURS TOTAL:

EMPLOYEE SIGNATURE: Confidential

PAY: $278.57
DRAWS: $40.00
NET: $238.57

NAME: VU NGUYEN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	OFF	OFF	0	0
TUESDAY	4/2/2013	9:00:00 AM	6:00:00 PM	2	7
WEDNESDAY	4/3/2013	9:00:00 AM	6:00:00 PM	2	7
THURSDAY	4/4/2013	5:00:00 PM	10:00:00 PM	1.5	3.5
FRIDAY	4/5/2013	OFF	OFF	0	0
SATURDAY	4/6/2013	10:00:00 AM	4:30:00 PM	2.5	4
SUNDAY	4/7/2013	10:00:00 AM	3:30:00 PM	2	3.5

WORKWEEK HOURS TOTAL: 25

EMPLOYEE SIGNATURE:

PAY: $348.21
DRAWS: $170.00
NET: $17[illegible]

NAME: RONNIE BROWN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	OFF	OFF	0	0
TUESDAY	4/2/2013	9:00:00 AM	6:00:00 PM	2	7
WEDNESDAY	4/3/2013	9:00:00 AM	6:00:00 PM	2	7
THURSDAY	4/4/2013	5:00:00 PM	10:00:00 PM	1.5	3.5
FRIDAY	4/5/2013	5:00:00 PM	11:00:00 PM	2	4
SATURDAY	4/6/2013	10:00:00 AM	4:30:00 PM	2.5	4
SUNDAY	4/7/2013	10:00:00 AM	3:30:00 PM	2	3.5

WORKWEEK HOURS TOTAL: Confidential 29

EMPLOYEE SIGNATURE:

PAY: $425.00
DRAWS: $0.00
NET: $425.00

NAME: ELIX SILVA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	OFF	OFF	0	0
TUESDAY	4/2/2013	9:00:00 AM	6:00:00 PM	2	7
WEDNESDAY	4/3/2013	9:00:00 AM	6:00:00 PM	2	7
THURSDAY	4/4/2013	5:00:00 PM	10:00:00 PM	1.5	3.5
FRIDAY	4/5/2013	5:00:00 PM	11:00:00 PM	2	4
SATURDAY	4/6/2013	10:00:00 AM	4:30:00 PM	2.5	4
SUNDAY	4/7/2013	10:00:00 AM	3:30:00 PM	2	3.5

Confidential

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE:

PAY: $425.00
DRAWS: $0.00
NET: $425.00

NAME: CLEMENTE PENA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	OFF	OFF	0	0
TUESDAY	4/2/2013	9:00:00 AM	6:00:00 PM	2	7
WEDNESDAY	4/3/2013	9:00:00 AM	6:00:00 PM	2	7
THURSDAY	4/4/2013	5:00:00 PM	10:00:00 PM	1.5	3.5
FRIDAY	4/5/2013	5:00:00 PM	11:00:00 PM	1.5	4.5
SATURDAY	4/6/2013	4:30:00 PM	11:00:00 PM	2	4.5
SUNDAY	4/7/2013	3:30:00 PM	9:00:00 PM	1.5	4

Confidential

WORKWEEK HOURS TOTAL: 30.5

EMPLOYEE SIGNATURE:

PAY: $325.00
DRAWS: $170.00
NET: $155.00

NAME: CURTIS SUTTON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	OFF	OFF	0	0
TUESDAY	4/2/2013	9:00:00 AM	6:00:00 PM	2	7
WEDNESDAY	4/3/2013	9:00:00 AM	6:00:00 PM	2	7
THURSDAY	4/4/2013	5:00:00 PM	10:00:00 PM	1.5	3.5
FRIDAY	4/5/2013	5:00:00 PM	11:00:00 PM	1.5	4.5
SATURDAY	4/6/2013	4:30:00 PM	11:00:00 PM	2	4.5
SUNDAY	4/7/2013	3:30:00 PM	9:00:00 PM	1.5	4

Confidential

WORKWEEK HOURS TOTAL: 30.5

EMPLOYEE SIGNATURE:

Butler's Exh. 26, p. 852

PAY: $325.00
DRAWS: $40.00
NET: $285.00

NAME: FRANCISCO MENDOZA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOUR
MONDAY	4/1/2013	OFF	OFF	0	0
TUESDAY	4/2/2013	9:00:00 AM	6:00:00 PM	2	7
WEDNESDAY	4/3/2013	9:00:00 AM	6:00:00 PM	2	7
THURSDAY	4/4/2013	5:00:00 PM	10:00:00 PM	1.5	3.5
FRIDAY	4/5/2013	5:00:00 PM	11:00:00 PM	1.5	4.5
SATURDAY	4/6/2013	4:30:00 PM	11:00:00 PM	2	4.5
SUNDAY	4/7/2013	3:30:00 PM	9:00:00 PM	1.5	4

WORKWEEK HOURS TOTAL: 30.5

EMPLOYEE SIGNATURE: Confidential

PAY: $500.00
DRAWS: $90.00
NET: $410.00

NAME: KRISTINE VILLA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	OFF	OFF	0	0
TUESDAY	4/2/2013	9:00:00 AM	6:00:00 PM	2	7
WEDNESDAY	4/3/2013	9:00:00 AM	6:00:00 PM	2	7
THURSDAY	4/4/2013	5:00:00 PM	10:00:00 PM	1.5	3.5
FRIDAY	4/5/2013	5:00:00 PM	11:00:00 PM	1.5	4.5
SATURDAY	4/6/2013	4:30:00 PM	11:00:00 PM	2	4.5
SUNDAY	4/7/2013	3:30:00 PM	9:00:00 PM	1.5	4

WORKWEEK HOURS TOTAL: 0.5

EMPLOYEE SIGNATURE: Confidential

PAY: $650.00
DRAWS: $110.00
NET: $540.00

NAME: GREGORIO HERNANDEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	OFF	OFF	0	0
TUESDAY	4/2/2013	9:00:00 AM	6:00:00 PM	2	7
WEDNESDAY	4/3/2013	9:00:00 AM	6:00:00 PM	2	7
THURSDAY	4/4/2013	5:00:00 PM	10:00:00 PM	1.5	3.5
FRIDAY	4/5/2013	5:00:00 PM	11:00:00 PM	1.5	4.5
SATURDAY	4/6/2013	4:30:00 PM	11:00:00 PM	2	4.5
SUNDAY	4/7/2013	3:30:00 PM	9:00:00 PM	1.5	4

WORKWEEK HOURS TOTAL: 30.5

EMPLOYEE SIGNATURE: Confidential

PAY: $1,000.00
DRAWS: $0.00
NET: $1,000.00

NAME: PAUL FARNUM

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	OFF	OFF	0	0
TUESDAY	4/2/2013	9:00:00 AM	6:00:00 PM	2	7
WEDNESDAY	4/3/2013	9:00:00 AM	6:00:00 PM	2	7
THURSDAY	4/4/2013	5:00:00 PM	10:00:00 PM	1.5	3.5
FRIDAY	4/5/2013	5:00:00 PM	11:00:00 PM	1.5	4.5
SATURDAY	4/6/2013	4:30:00 PM	11:00:00 PM	2	4.5
SUNDAY	4/7/2013	3:30:00 PM	9:00:00 PM	1.5	4

WORKWEEK HOURS TOTAL: 30.5

Confidential

Confidential

EMPLOYEE SIGNATURE:

PAY: $325.0
DRAWS: $0.0
NET: $325.0

NAME: FELIX RAMOS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOUR
MONDAY	4/1/2013	OFF	OFF	0	0
TUESDAY	4/2/2013	9:00:00 AM	6:00:00 PM	2	7
WEDNESDAY	4/3/2013	9:00:00 AM	6:00:00 PM	2	7
THURSDAY	4/4/2013	5:00:00 PM	10:00:00 PM	1.5	3.5
FRIDAY	4/5/2013	5:00:00 PM	11:00:00 PM	2	4
SATURDAY	4/6/2013	10:00:00 AM	4:30:00 PM	2.5	4
SUNDAY	4/7/2013	10:00:00 AM	3:30:00 PM	2	3.5

WORKWEEK HOURS TOTAL: 29

Confidential

EMPLOYEE SIGNATURE:

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: RUDY ALEMAN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	OFF	OFF	0	0
TUESDAY	4/2/2013	9:00:00 AM	6:00:00 PM	2	7
WEDNESDAY	4/3/2013	9:00:00 AM	6:00:00 PM	2	7
THURSDAY	4/4/2013	5:00:00 PM	10:00:00 PM	1.5	3.5
FRIDAY	4/5/2013	5:00:00 PM	11:00:00 PM	1.5	4.5
SATURDAY	4/6/2013	4:30:00 PM	11:00:00 PM	2	4.5
SUNDAY	4/7/2013	3:30:00 PM	9:00:00 PM	1.5	4

WORKWEEK HOURS TOTAL: 30.5

Confidential

Confidential

EMPLOYEE SIGNATURE:

Butler's Exh. 26, p. 854

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: EDGAR PEREZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	OFF	OFF	0	0
TUESDAY	4/2/2013	9:00:00 AM	6:00:00 PM	2	7
WEDNESDAY	4/3/2013	9:00:00 AM	6:00:00 PM	2	7
THURSDAY	4/4/2013	5:00:00 PM	10:00:00 PM	1.5	3.5
FRIDAY	4/5/2013	5:00:00 PM	11:00:00 PM	1.5	4.5
SATURDAY	4/6/2013	4:30:00 PM	11:00:00 PM	2	4.5
SUNDAY	4/7/2013	3:30:00 PM	9:00:00 PM	1.5	4

WORKWEEK HOURS TOTAL: 30.5

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: KW 40 ~~$0.00~~
NET: 285 ~~$325.00~~ KW

NAME: KAMERON GRANT

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	OFF	OFF	0	0
TUESDAY	4/2/2013	9:00:00 AM	6:00:00 PM	2	7
WEDNESDAY	4/3/2013	9:00:00 AM	6:00:00 PM	2	7
THURSDAY	4/4/2013	5:00:00 PM	10:00:00 PM	1.5	3.5
FRIDAY	4/5/2013	5:00:00 PM	11:00:00 PM	2	4
SATURDAY	4/6/2013	10:00:00 AM	4:30:00 PM	2.5	4
SUNDAY	4/7/2013	10:00:00 AM	3:30:00 PM	2	3.5

WORKWEEK HOURS TOTAL:

EMPLOYEE SIGNATURE:

Confidential

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: LUIS BORJAS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	OFF	OFF	0	0
TUESDAY	4/2/2013	9:00:00 AM	6:00:00 PM	2	7
WEDNESDAY	4/3/2013	9:00:00 AM	6:00:00 PM	2	7
THURSDAY	4/4/2013	5:00:00 PM	10:00:00 PM	1.5	3.5
FRIDAY	4/5/2013	5:00:00 PM	11:00:00 PM	1.5	4.5
SATURDAY	4/6/2013	4:30:00 PM	11:00:00 PM	2	4.5
SUNDAY	4/7/2013	3:30:00 PM	9:00:00 PM	1.5	4

WORKWEEK HOURS TOTAL: 30.5

EMPLOYEE SIGNATURE: Butler's [redacted] . 855

Confidential

PAY: $350.00
DRAWS: $40.00
NET: $310.00

NAME: AURELIO MARQUEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	OFF	OFF	0	0
TUESDAY	4/2/2013	9:00:00 AM	6:00:00 PM	2	7
WEDNESDAY	4/3/2013	9:00:00 AM	6:00:00 PM	2	7
THURSDAY	4/4/2013	5:00:00 PM	10:00:00 PM	1.5	3.5
FRIDAY	4/5/2013	5:00:00 PM	11:00:00 PM	1.5	4.5
SATURDAY	4/6/2013	4:30:00 PM	11:00:00 PM	2	4.5
SUNDAY	4/7/2013	3:30:00 PM	9:00:00 PM	1.5	4

WORKWEEK HOURS TOTAL: 30.5

EMPLOYEE SIGNATURE: Confidential

PAY: $301.79
DRAWS: $120.00
NET: $181.79

NAME: VERONICA KOCHELL

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	OFF	OFF	0	0
TUESDAY	4/2/2013	9:00:00 AM	6:00:00 PM	2	7
WEDNESDAY	4/3/2013	9:00:00 AM	6:00:00 PM	2	7
THURSDAY	4/4/2013	5:00:00 PM	10:00:00 PM	1.5	3.5
FRIDAY	4/5/2013	5:00:00 PM	11:00:00 PM	1.5	4.5
SATURDAY	4/6/2013	4:30:00 PM	11:00:00 PM	2	4.5
SUNDAY	4/7/2013	3:30:00 PM	9:00:00 PM	1.5	4

WORKWEEK HOURS TOTAL:

EMPLOYEE SIGNATURE: Confidential

PAY: $355.00
DRAWS: $0.00
NET: $355.00

NAME: MARIANO GONZALEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	OFF	OFF	0	0
TUESDAY	4/2/2013	9:00:00 AM	6:00:00 PM	2	7
WEDNESDAY	4/3/2013	9:00:00 AM	6:00:00 PM	2	7
THURSDAY	4/4/2013	5:00:00 PM	10:00:00 PM	1.5	3.5
FRIDAY	4/5/2013	5:00:00 PM	11:00:00 PM	2	4
SATURDAY	4/6/2013	10:00:00 AM	4:30:00 PM	2.5	4
SUNDAY	4/7/2013	10:00:00 AM	3:30:00 PM	2	3.5

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE: Confidential

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: JOSE CASTRO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	OFF	OFF	0	0
TUESDAY	4/2/2013	9:00:00 AM	6:00:00 PM	2	7
WEDNESDAY	4/3/2013	9:00:00 AM	6:00:00 PM	2	7
THURSDAY	4/4/2013	5:00:00 PM	10:00:00 PM	1.5	3.5
FRIDAY	4/5/2013	5:00:00 PM	11:00:00 PM	1.5	4.5
SATURDAY	4/6/2013	4:30:00 PM	11:00:00 PM	2	4.5
SUNDAY	4/7/2013	3:30:00 PM	9:00:00 PM	1.5	4

WORKWEEK HOURS TOTAL: 30.5

EMPLOYEE SIGNATURE:

Confidential

PAY: $325.00
DRAWS: $80.00
NET: $245.00

NAME: ALEJANDRO PEREZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	OFF	OFF	0	0
TUESDAY	4/2/2013	9:00:00 AM	6:00:00 PM	2	7
WEDNESDAY	4/3/2013	9:00:00 AM	6:00:00 PM	2	7
THURSDAY	4/4/2013	5:00:00 PM	10:00:00 PM	1.5	3.5
FRIDAY	4/5/2013	5:00:00 PM	11:00:00 PM	2	4
SATURDAY	4/6/2013	10:00:00 AM	4:30:00 PM	2.5	4
SUNDAY	4/7/2013	10:00:00 AM	3:30:00 PM	2	3.5

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE:

Confidential

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: LAZARO QUIJANO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	OFF	OFF	0	0
TUESDAY	4/2/2013	9:00:00 AM	6:00:00 PM	2	7
WEDNESDAY	4/3/2013	9:00:00 AM	6:00:00 PM	2	7
THURSDAY	4/4/2013	5:00:00 PM	10:00:00 PM	1.5	3.5
FRIDAY	4/5/2013	5:00:00 PM	11:00:00 PM	1.5	4.5
SATURDAY	4/6/2013	4:30:00 PM	11:00:00 PM	2	4.5
SUNDAY	4/7/2013	3:30:00 PM	9:00:00 PM	1.5	4

WORKWEEK HOURS TOTAL: 30.5

EMPLOYEE SIGNATURE:

Butler's
Confidential

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: CRESCENCIANO PENA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	OFF	OFF	0	0
TUESDAY	4/2/2013	9:00:00 AM	6:00:00 PM	2	7
WEDNESDAY	4/3/2013	9:00:00 AM	6:00:00 PM	2	7
THURSDAY	4/4/2013	5:00:00 PM	10:00:00 PM	1.5	3.5
FRIDAY	4/5/2013	5:00:00 PM	11:00:00 PM	2	4
SATURDAY	4/6/2013	10:00:00 AM	4:30:00 PM	2.5	4
SUNDAY	4/7/2013	10:00:00 AM	3:30:00 PM	2	3.5

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE: [redacted]

Confidential

PAY: $340.00
DRAWS: $0.00
NET: $340.00

NAME: SERGIO MARTINEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	OFF	OFF	0	0
TUESDAY	4/2/2013	9:00:00 AM	6:00:00 PM	2	7
WEDNESDAY	4/3/2013	9:00:00 AM	6:00:00 PM	2	7
THURSDAY	4/4/2013	5:00:00 PM	10:00:00 PM	1.5	3.5
FRIDAY	4/5/2013	5:00:00 PM	11:00:00 PM	1.5	4.5
SATURDAY	4/6/2013	4:30:00 PM	11:00:00 PM	2	4.5
SUNDAY	4/7/2013	3:30:00 PM	9:00:00 PM	1.5	4

WORKWEEK HOURS TOTAL: 30.5

EMPLOYEE SIGNATURE: [redacted]

Confidential

PAY: $325.00
DRAWS: $100.00
NET: $225.00

NAME: INOCENCIO ZEPEDA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	OFF	OFF	0	0
TUESDAY	4/2/2013	9:00:00 AM	6:00:00 PM	2	7
WEDNESDAY	4/3/2013	9:00:00 AM	6:00:00 PM	2	7
THURSDAY	4/4/2013	5:00:00 PM	10:00:00 PM	1.5	3.5
FRIDAY	4/5/2013	5:00:00 PM	11:00:00 PM	2	4
SATURDAY	4/6/2013	10:00:00 AM	4:30:00 PM	2.5	4
SUNDAY	4/7/2013	10:00:00 AM	3:30:00 PM	2	3.5

WORKWEEK HOURS TOTAL: 29

EMPLOYEE SIGNATURE: [redacted]

Confidential

Butler's Exh. 26, p. 858

PAY: $325.00
DRAWS: $40.00
NET: $285.00

NAME: ENRIQUE CAMPOS LUNA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOU
MONDAY	4/1/2013	OFF	OFF	0	0
TUESDAY	4/2/2013	9:00:00 AM	6:00:00 PM	2	7
WEDNESDAY	4/3/2013	9:00:00 AM	6:00:00 PM	2	7
THURSDAY	4/4/2013	5:00:00 PM	10:00:00 PM	1.5	3.5
FRIDAY	4/5/2013	5:00:00 PM	11:00:00 PM	2	4
SATURDAY	4/6/2013	10:00:00 AM	4:30:00 PM	2.5	4
SUNDAY	4/7/2013	10:00:00 AM	3:30:00 PM	2	3.5

WORKWEEK HOURS TOTAL: Confidential 29

EMPLOYEE SIGNATURE:

PAY: $340.00
DRAWS: $0.00
NET: $340.00

NAME: MARIO CAMPOS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	OFF	OFF	0	0
TUESDAY	4/2/2013	9:00:00 AM	6:00:00 PM	2	7
WEDNESDAY	4/3/2013	9:00:00 AM	6:00:00 PM	2	7
THURSDAY	4/4/2013	5:00:00 PM	10:00:00 PM	1.5	3.5
FRIDAY	4/5/2013	5:00:00 PM	11:00:00 PM	2	4
SATURDAY	4/6/2013	10:00:00 AM	4:30:00 PM	2.5	4
SUNDAY	4/7/2013	10:00:00 AM	3:30:00 PM	2	3.5

WORKWEEK HOURS TOTAL: Confidential 29

EMPLOYEE SIGNATURE:

PAY: $325.00
DRAWS: $260.00
NET: $65.00

NAME: STEVEN BINNEBOSE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	OFF	OFF	0	0
TUESDAY	4/2/2013	9:00:00 AM	6:00:00 PM	2	7
WEDNESDAY	4/3/2013	9:00:00 AM	6:00:00 PM	2	7
THURSDAY	4/4/2013	9 A.M	10:00:00 PM	1.5	3.5
FRIDAY	4/5/2013	5:00:00 PM	11:00:00 PM	2	4
SATURDAY	4/6/2013	10:00:00 AM	4:30:00 PM	2.5	4
SUNDAY	4/7/2013	10:00:00 AM	3:30:00 PM	2	3.5

WORKWEEK HOURS TOTAL: Confidential 29

EMPLOYEE SIGNATURE:

Butler's Exh. 26, p. 859

ANTELOPE 2013

Paunwall reveal

04/01/2013 - 04/07/2013

(N)

ANTELOPE
APRIL 4-7, 2013

CHLOE NORWOOD

DAY	HOURS	DRAWS	MISC. CHGS.	OVER/SHOR
CARRY FROM LAST WEEK				
MONDAY				
TUESDAY		40.00		
WEDNESDAY				
THURSDAY	5.00			
FRIDAY	6.00			
SATURDAY	10.00			
SUNDAY	10.00	10.00	50.00	
TOTALS	31.00	50.00	50.00	
GROSS	265.00			
DRAWS	50.00			
RENT/MISC	50.00			
OVER/SHORT		RECEIVED:		
NET PAY	165.00			

Confidential

ANTELOPE
APRIL 4-7, 2013

DON WYATT

DAY	HOURS	DRAWS	MISC. CHGS.	OVER/SHOR
CARRY FROM LAST WEEK		50.00		-102.0
MONDAY				
TUESDAY		40.00		
WEDNESDAY				
THURSDAY	5.00	40.00		27.0
FRIDAY	6.00			-2.0
SATURDAY	10.00	40.00		-17.0
SUNDAY	10.00	10.00		-10.0
TOTALS	31.00	180.00		-104.0
GROSS	265.00			
DRAWS	180.00			
RENT/MISC				
OVER/SHORT	-104.00	RECEIVED:		
NET PAY	-19.00			

60 on next week

Confidential

ANTELOPE
APRIL 4-7, 2013

GINA RUSSELL

DAY	HOURS	DRAWS	MISC. CHGS.	OVER/SHORT
CARRY FROM LAST WEEK				
MONDAY				
TUESDAY				
WEDNESDAY				
THURSDAY	5.00			
FRIDAY	6.00			-17.00
SATURDAY	10.00			-20.00
SUNDAY	10.00	10.00	50.00	
TOTALS	31.00	10.00	50.00	-37.00
GROSS	265.00			
DRAWS	10.00			
RENT/MISC	50.00			
OVER/SHORT	-37.00			
NET PAY	168.00	RECEIVED		

Confidential

ANTELOPE
APRIL 4-7, 2013

SABRINA REYNOLDS

DAY	HOURS	DRAWS	MISC. CHGS.	OVER/SHORT
CARRY FROM LAST WEEK				
MONDAY				
TUESDAY		40.00		
WEDNESDAY				
THURSDAY	5.00	40.00		4.00
FRIDAY	6.00			-21.00
SATURDAY	10.00			15.00
SUNDAY	10.00	10.00		-17.00
TOTALS	31.00	90.00		-19.00
GROSS	265.00			
DRAWS	90.00			
RENT/MISC				
OVER/SHORT	-19.00			
NET PAY	156.00	RECEIVED		

Confidential

NET: 400.00
GROSS 400.00

NAME: RANDY ACKERMAN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
		DAY	OFF	DAY	OFF
MONDAY	4/1/2013				
TUESDAY	4/2/2013	9 A.M	5 P.M.	2	6.00
WEDNESDAY	4/3/2013	9 A.M.	5 P.M.	2	6.00
THURSDAY	4/4/2013	4:00 PM	10:00 PM	2	4.00
FRIDAY	4/5/2013	4:00 PM	11:00 PM	3	4.00
SATURDAY	4/6/2013	11:00 AM	11:00 PM	4	8.00
SUNDAY	4/7/2013	NOON	MIDNIGHT	4	8.00

WORKWEEK HOURS TOTAL: 36.00

Confidential

EMPLOYEE SIGNATURE:

NET: 350.00
GROSS 350.00

NAME: CLAUDIO MARIN ALARCON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
		DAY	OFF	DAY	OFF
MONDAY	4/1/2013				
TUESDAY	4/2/2013	9 A.M	5:00 PM	3	5.00
WEDNESDAY	4/3/2013	9 A.M.	5:00 PM	2	6.00
THURSDAY	4/4/2013	4:00 PM	10:00 PM	2	4.00
FRIDAY	4/5/2013	4:00 PM	11:00 PM	1	6.00
SATURDAY	4/6/2013	11AM	11:00 PM	4	8.00
SUNDAY	4/7/2013	NOON	MIDNIGHT	3	9.00

Confidential

WORKWEEK HOURS TOTAL: 38.00

EMPLOYEE SIGNATURE:

NET: 340.00

GROSS 380.00

NAME: TITO TRIANO ALVAREZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	DAY	OFF	DAY	OFF
TUESDAY	4/2/2013	9 A.M	5 P.M.	2	6.00
WEDNESDAY	4/3/2013	9 A.M.	5 P.M.	1.5	6.50
THURSDAY	4/4/2013	4:00 PM	10:00 PM	1.5	4.50
FRIDAY	4/5/2013	4:00 PM	11:00 PM	4	3.00
SATURDAY	4/6/2013	11:00 AM	11:00 PM	4	8.00
SUNDAY	4/7/2013	NOON	MIDNIGHT	4	8.00

WORKWEEK HOURS TOTAL: 36.00

Confidential

EMPLOYEE SIGNATURE: [redacted]

NET: 130.00

GROSS 325.00

NAME: MICHAEL ANDERSON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	DAY	OFF	DAY	OFF
TUESDAY	4/2/2013	9 A.M	5:00 PM	2.5	5.50
WEDNESDAY	4/3/2013	9 A.M.	5:00 PM	2	6.00
THURSDAY	4/4/2013	4:00 PM	10:00 PM	3	3.00
FRIDAY	4/5/2013	4:00 PM	11:00 PM	1	6.00
SATURDAY	4/6/2013	11AM	11:00 PM	4	8.00
SUNDAY	4/7/2013	NOON	MIDNIGHT	3	9.00

WORKWEEK HOURS TOTAL: 37.50

Confidential

EMPLOYEE SIGNATURE: [redacted]

NET: 350.00

GROSS 350.00

NAME: FRANCISCO NEPOMUCENO APARICIO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	DAY	OFF	DAY	OFF
TUESDAY	4/2/2013	9 A.M	5 P.M.	2	6.00
WEDNESDAY	4/3/2013	9 A.M.	5 P.M.	2	6.00
THURSDAY	4/4/2013	4:00 PM	10:00 PM	2	4.00
FRIDAY	4/5/2013	4:00 PM	11:00 PM	3	4.00
SATURDAY	4/6/2013	11:00 AM	11:00 PM	4	8.00
SUNDAY	4/7/2013	NOON	MIDNIGHT	4	8.00

WORKWEEK HOURS TOTAL: 36.00

Confidential

EMPLOYEE SIGNATURE: [redacted]

NET: 255.00

GROSS 350.00

NAME: JUAN CARLOS VASQUEZ APODACA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	DAY	OFF	DAY	OFF
TUESDAY	4/2/2013	9 A.M	5:00 PM	3	5.00
WEDNESDAY	4/3/2013	9 A.M.	5:00 PM	2	6.00
THURSDAY	4/4/2013	4:00 PM	10:00 PM	2	4.00
FRIDAY	4/5/2013	4:00 PM	11:00 PM	1	6.00
SATURDAY	4/6/2013	11AM	11:00 PM	4	8.00
SUNDAY	4/7/2013	NOON	MIDNIGHT	3	9.00

WORKWEEK HOURS TOTAL: 38.00

Confidential

EMPLOYEE SIGNATURE: [redacted]

NET: 325.00

GROSS 325.00

NAME: ROSENDO ORTIZ CERVANTES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	DAY	OFF	DAY	OFF
TUESDAY	4/2/2013	9 A.M	5 P.M.	2	6.00
WEDNESDAY	4/3/2013	9 A.M.	5 P.M.	3	5.00
THURSDAY	4/4/2013	4:00 PM	10:00 PM	2	4.00
FRIDAY	4/5/2013	4:00 PM	11:00 PM	3	4.00
SATURDAY	4/6/2013	11:00 AM	11:00 PM	4	8.00
SUNDAY	4/7/2013	NOON	MIDNIGHT	4	8.00

WORKWEEK HOURS TOTAL: 35.00

EMPLOYEE SIGNATURE: [redacted] Confidential

NET: 80.00

GROSS 350.00

NAME: CHRISTOPHER CHESSER

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	DAY	OFF	DAY	OFF
TUESDAY	4/2/2013	9 A.M	5:00 PM	2.5	5.50
WEDNESDAY	4/3/2013	9 A.M.	5:00 PM	2	6.00
THURSDAY	4/4/2013	4:00 PM	10:00 PM	3	3.00
FRIDAY	4/5/2013	4:00 PM	11:00 PM	1	6.00
SATURDAY	4/6/2013	11AM	11:00 PM	4	8.00
SUNDAY	4/7/2013	NOON	MIDNIGHT	3	9.00

WORKWEEK HOURS TOTAL: 37.50

EMPLOYEE SIGNATURE: [redacted] Confidential

NET: 425.00

GROSS 425.00

NAME: ROBERT EASLY

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	DAY	OFF	DAY	OFF
TUESDAY	4/2/2013	9 A.M	5 P.M.	2	6.00
WEDNESDAY	4/3/2013	9 A.M.	5 P.M.	3	5.00
THURSDAY	4/4/2013	4:00 PM	10:00 PM	1.5	4.50
FRIDAY	4/5/2013	4:00 PM	11:00 PM	4	3.00
SATURDAY	4/6/2013	11:00 AM	11:00 PM	4	8.00
SUNDAY	4/7/2013	NOON	MIDNIGHT	4	8.00

WORKWEEK

HOURS TOTAL: 34.50

EMPLOYEE SIGNATURE: Confidential

135

NET: ~~175.00~~

GROSS 325.00

NAME: THELFORD FAGER

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	DAY	OFF	DAY	OFF
TUESDAY	4/2/2013	9 A.M	5:00 PM	3	5.00
WEDNESDAY	4/3/2013	9 A.M.	5:00 PM	2	6.00
THURSDAY	4/4/2013	4:00 PM	10:00 PM	2	4.00
FRIDAY	4/5/2013	4:00 PM	11:00 PM	1	6.00
SATURDAY	4/6/2013	11AM	11:00 PM	4	8.00
SUNDAY	4/7/2013	NOON	MIDNIGHT	3	9.00

WORKWEEK

HOURS TOTAL: 38.00

EMPLOYEE SIGNATURE: Confidential

NET: 420.00

GROSS 420.00

NAME: EDGAR OSVALDO CARANZA FLORES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	DAY	OFF	DAY	OFF
TUESDAY	4/2/2013	9 A.M	5 P.M.	2	6.00
WEDNESDAY	4/3/2013	9 A.M.	5 P.M.	3	5.00
THURSDAY	4/4/2013	4:00 PM	10:00 PM	1.5	4.50
FRIDAY	4/5/2013	4:00 PM	11:00 PM	4	3.00
SATURDAY	4/6/2013	11:00 AM	11:00 PM	4	8.00
SUNDAY	4/7/2013	NOON	MIDNIGHT	4	8.00

WORKWEEK HOURS TOTAL: 34.50

Confidential

EMPLOYEE SIGNATURE:

NET: 325.00

GROSS 325.00

NAME: JUAN ANDRADE GARCIA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	DAY	OFF	DAY	OFF
TUESDAY	4/2/2013	9 A.M	5:00 PM	2.5	5.50
WEDNESDAY	4/3/2013	9 A.M.	5:00 PM	2	6.00
THURSDAY	4/4/2013	4:00 PM	10:00 PM	3	3.00
FRIDAY	4/5/2013	4:00 PM	11:00 PM	1	6.00
SATURDAY	4/6/2013	11AM	11:00 PM	4	8.00
SUNDAY	4/7/2013	NOON	MIDNIGHT	3	9.00

WORKWEEK HOURS TOTAL: 37.50

Confidential

EMPLOYEE SIGNATURE:

NET: 350.00

GROSS 350.00

NAME: MIGUEL ANDRADE GARCIA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	DAY	OFF	DAY	OFF
TUESDAY	4/2/2013	9 A.M	5 P.M.	1	7.00
WEDNESDAY	4/3/2013	9 A.M.	5 P.M.	1.5	6.50
THURSDAY	4/4/2013	4:00 PM	10:00 PM	3	3.00
FRIDAY	4/5/2013	4:00 PM	11:00 PM	4	5.00
SATURDAY	4/6/2013	11:00 AM	11:00 PM	5	7.00
SUNDAY	4/7/2013	NOON	MIDNIGHT	4	8.00

WORKWEEK HOURS TOTAL: 36.50

Confidential

EMPLOYEE SIGNATURE: [redacted]

225

NET: ~~235~~.00

GROSS 365.00

NAME: RAUL GUZMAN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	DAY	OFF	DAY	OFF
TUESDAY	4/2/2013	9 A.M	5:00 PM	3	5.00
WEDNESDAY	4/3/2013	9 A.M.	5:00 PM	2	6.00
THURSDAY	4/4/2013	4:00 PM	10:00 PM	2	4.00
FRIDAY	4/5/2013	4:00 PM	11:00 PM	1	6.00
SATURDAY	4/6/2013	11AM	11:00 PM	4	8.00
SUNDAY	4/7/2013	NOON	MIDNIGHT	3	9.00

WORKWEEK HOURS TOTAL: 38.00

Confidential

Confidential

EMPLOYEE SIGNATURE: [redacted]

NET: ~~400~~ 380.00

GROSS 500.00

NAME: JERRY HALL

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	DAY	OFF	DAY	OFF
TUESDAY	4/2/2013	9 A.M	5 P.M.	1	7.00
WEDNESDAY	4/3/2013	9 A.M.	5 P.M.	1.5	6.50
THURSDAY	4/4/2013	4:00 PM	10:00 PM	3	3.00
FRIDAY	4/5/2013	4:00 PM	11:00 PM	4	5.00
SATURDAY	4/6/2013	11:00 AM	11:00 PM	5	7.00
SUNDAY	4/7/2013	NOON	MIDNIGHT	4	8.00

WORKWEEK

HOURS TOTAL: 36.50

Confidential

EMPLOYEE SIGNATURE: [redacted]

NET: 380.00

GROSS 380.00

NAME: JULIAN GRCIA HERNANDEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	DAY	OFF	DAY	OFF
TUESDAY	4/2/2013	9 A.M	5:00 PM	2.5	5.50
WEDNESDAY	4/3/2013	9 A.M.	5:00 PM	2	6.00
THURSDAY	4/4/2013	4:00 PM	10:00 PM	3	3.00
FRIDAY	4/5/2013	4:00 PM	11:00 PM	1	6.00
SATURDAY	4/6/2013	11AM	11:00 PM	4	8.00
SUNDAY	4/7/2013	NOON	MIDNIGHT	3	9.00

WORKWEEK

HOURS TOTAL: 37.50

Confidential

EMPLOYEE SIGNATURE: [redacted]

NET: 235.00

GROSS 325.00

NAME: JOHN HOLMES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	DAY	OFF	DAY	OFF
TUESDAY	4/2/2013	9 A.M	5 P.M.	1	7.00
WEDNESDAY	4/3/2013	9 A.M.	5 P.M.	1.5	6.50
THURSDAY	4/4/2013	4:00 PM	10:00 PM	3	3.00
FRIDAY	4/5/2013	4:00 PM	11:00 PM	4	5.00
SATURDAY	4/6/2013	11:00 AM	11:00 PM	5	7.00
SUNDAY	4/7/2013	NOON	MIDNIGHT	4	8.00

WORKWEEK

HOURS TOTAL: 36.50

Confidential

Confidential

EMPLOYEE SIGNATURE:

NET: 325.00

GROSS 325.00

NAME: DARIO DIAZ JARQUIN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	DAY	OFF	DAY	OFF
TUESDAY	4/2/2013	9 A.M	5:00 PM	3	5.00
WEDNESDAY	4/3/2013	9 A.M.	5:00 PM	2	6.00
THURSDAY	4/4/2013	4:00 PM	10:00 PM	2	4.00
FRIDAY	4/5/2013	4:00 PM	11:00 PM	1	6.00
SATURDAY	4/6/2013	11AM	11:00 PM	4	8.00
SUNDAY	4/7/2013	NOON	MIDNIGHT	3	9.00

WORKWEEK

HOURS TOTAL: 38.00

Confidential

EMPLOYEE SIGNATURE:

NET: 320.00

GROSS 450.00

NAME: DAVID LOVE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	DAY	OFF	DAY	OFF
TUESDAY	4/2/2013	9 A.M	5 P.M.	1	7.00
WEDNESDAY	4/3/2013	9 A.M.	5 P.M.	2.5	5.50
THURSDAY	4/4/2013	4:00 PM	10:00 PM	2	4.00
FRIDAY	4/5/2013	4:00 PM	11:00 PM	4	5.00
SATURDAY	4/6/2013	11:00 AM	11:00 PM	5	7.00
SUNDAY	4/7/2013	NOON	MIDNIGHT	4	8.00

WORKWEEK

HOURS TOTAL: 36.50

EMPLOYEE SIGNATURE: Confidential

NET: 300.00

GROSS 300.00

NAME: DEAN MCARTER

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	DAY	OFF	DAY	OFF
TUESDAY	4/2/2013	9 A.M	5 P.M.	1	7.00
WEDNESDAY	4/3/2013	9 A.M.	5 P.M.	2.5	5.50
THURSDAY	4/4/2013	4:00 PM	10:00 PM	2	4.00
FRIDAY	4/5/2013	4:00 PM	11:00 PM	4	5.00
SATURDAY	4/6/2013	11:00 AM	11:00 PM	4.5	7.50
SUNDAY	4/7/2013	NOON	MIDNIGHT	4	8.00

WORKWEEK

HOURS TOTAL: Confidential 37.00

EMPLOYEE SIGNATURE: Confidential

NET: 350.00

GROSS 350.00

NAME: ISIDRO MORALES OLIVA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	DAY	OFF	DAY	OFF
TUESDAY	4/2/2013	9 A.M	5:00 PM	2.5	5.50
WEDNESDAY	4/3/2013	9 A.M.	5:00 PM	1.5	6.50
THURSDAY	4/4/2013	4:00 PM	10:00 PM	3.5	2.50
FRIDAY	4/5/2013	4:00 PM	11:00 PM	1	6.00
SATURDAY	4/6/2013	11AM	11:00 PM	4	8.00
SUNDAY	4/7/2013	NOON	MIDNIGHT	3	9.00

WORKWEEK HOURS TOTAL: Confidential 37.50

EMPLOYEE SIGNATURE:

NET: 500.00

GROSS 500.00

NAME: ROBERT REYES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	DAY	OFF	DAY	OFF
TUESDAY	4/2/2013	9 A.M	5 P.M.	1	7.00
WEDNESDAY	4/3/2013	9 A.M.	5 P.M.	1.5	6.50
THURSDAY	4/4/2013	4:00 PM	10:00 PM	3	3.00
FRIDAY	4/5/2013	4:00 PM	11:00 PM	4	5.00
SATURDAY	4/6/2013	11:00 AM	11:00 PM	5	7.00
SUNDAY	4/7/2013	NOON	MIDNIGHT	4	8.00

WORKWEEK HOURS TOTAL: 36.50

Confidential

EMPLOYEE SIGNATURE:

230.

NET: ~~250.00~~

GROSS 400.00

NAME: DAMIEN RITSCH

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
		DAY	OFF	DAY	OFF
MONDAY	4/1/2013				
TUESDAY	4/2/2013	9 A.M	5:00 PM	3	5.00
WEDNESDAY	4/3/2013	9 A.M.	5:00 PM	2	6.00
THURSDAY	4/4/2013	4:00 PM	10:00 PM	2	4.00
FRIDAY	4/5/2013	4:00 PM	11:00 PM	1	6.00
SATURDAY	4/6/2013	11AM	11:00 PM	4	8.00
SUNDAY	4/7/2013	NOON	MIDNIGHT	3	9.00

WORKWEEK HOURS TOTAL: 38.00

Confidential

EMPLOYEE SIGNATURE [redacted]

NET: 325.00

GROSS 365.00

NAME: ANTONIO GARCIA ROMERO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
		DAY	OFF	DAY	OFF
MONDAY	4/1/2013				
TUESDAY	4/2/2013	9 A.M	5 P.M.	1	7.00
WEDNESDAY	4/3/2013	9 A.M.	5 P.M.	2.5	5.50
THURSDAY	4/4/2013	4:00 PM	10:00 PM	2	4.00
FRIDAY	4/5/2013	4:00 PM	11:00 PM	4	5.00
SATURDAY	4/6/2013	11:00 AM	11:00 PM	4.5	7.50
SUNDAY	4/7/2013	NOON	MIDNIGHT	4	8.00

WORKWEEK HOURS TOTAL: 37.00

Confidential

EMPLOYEE SIGNATURE: [redacted]

NET: 350.00

GROSS 350.00

NAME: JAVIER HERNANDEZ SALVADOR

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	DAY	OFF	DAY	OFF
TUESDAY	4/2/2013	9 A.M	5:00 PM	2.5	5.50
WEDNESDAY	4/3/2013	9 A.M.	5:00 PM	1.5	6.50
THURSDAY	4/4/2013	4:00 PM	10:00 PM	3.5	2.50
FRIDAY	4/5/2013	4:00 PM	11:00 PM	1	6.00
SATURDAY	4/6/2013	11AM	11:00 PM	4	8.00
SUNDAY	4/7/2013	NOON	MIDNIGHT	3	9.00

WORKWEEK

HOURS TOTAL: 37.50

Confidential

EMPLOYEE SIGNATURE: [redacted]

NET: 255.00

GROSS 350.00

NAME: PRIMITIVO MATEO SALVADOR

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	DAY	OFF	DAY	OFF
TUESDAY	4/2/2013	9 A.M	5 P.M.	2	6.00
WEDNESDAY	4/3/2013	9 A.M.	5 P.M.	2.5	6.00
THURSDAY	4/4/2013	9 A.M	10:00 PM	2	4.00
FRIDAY	4/5/2013	4:00 PM	11:00 PM	4	4.00
SATURDAY	4/6/2013	11:00 AM	11:00 PM	4.5	8.00
SUNDAY	4/7/2013	NOON	MIDNIGHT	4	8.00

WORKWEEK

HOURS TOTAL: 36.00

Confidential

EMPLOYEE SIGNATURE: [redacted]

NET: ~~155.00~~ 135

GROSS 325.00

NAME: JASON SERVICE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	DAY	OFF	DAY	OFF
TUESDAY	4/2/2013	9 A.M	5:00 PM	3	5.00
WEDNESDAY	4/3/2013	9 A.M.	5:00 PM	2	6.00
THURSDAY	4/4/2013	4:00 PM	10:00 PM	2	4.00
FRIDAY	4/5/2013	4:00 PM	11:00 PM	1	6.00
SATURDAY	4/6/2013	11AM	11:00 PM	4	8.00
SUNDAY	4/7/2013	NOON	MIDNIGHT	3	9.00

WORKWEEK HOURS TOTAL: 38.00

Confidential

EMPLOYEE SIGNATURE:

NET: 300.00

GROSS 300.00

NAME: SALLY B SHAFFER

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	12:00 AM	12:00 AM	DAY	OFF
TUESDAY	4/2/2013	12:00 AM	12:00 AM	2.5	5.50
WEDNESDAY	4/3/2013	12:00 AM	12:00 AM	1.5	6.50
THURSDAY	4/4/2013	12:00 AM	12:00 AM	3.5	2.50
FRIDAY	4/5/2013	12:00 AM	12:00 AM	2	5.00
SATURDAY	4/6/2013	11AM	11:00 PM	4	8.00
SUNDAY	4/7/2013	NOON	MIDNIGHT	3	9.00

WORKWEEK HOURS TOTAL: 36.50

Confidential

EMPLOYEE SIGNATURE:

NET: 35.00

GROSS 350.00

NAME: STEVEN MATTHEW SHINABERY-NAVE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	DAY	OFF	DAY	OFF
TUESDAY	4/2/2013	9 A.M	5 P.M.	2	6.00
WEDNESDAY	4/3/2013	9 A.M.	5 P.M.	2.5	5.50
THURSDAY	4/4/2013	4:00 PM	10:00 PM	2	4.00
FRIDAY	4/5/2013	4:00 PM	11:00 PM	5	4.00
SATURDAY	4/6/2013	11:00 AM	11:00 PM	3.5	8.50
SUNDAY	4/7/2013	NOON	MIDNIGHT	4	8.00

WORKWEEK

HOURS TOTAL: 36.00

EMPLOYEE SIGNATURE: Confidential

NET: 250 ~~200~~.00

GROSS 350.00

NAME: HUEY TORRENCE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	DAY	OFF	DAY	OFF
TUESDAY	4/2/2013	9 A.M	5 P.M.	1	7.00
WEDNESDAY	4/3/2013	9 A.M.	5 P.M.	2.5	5.50
THURSDAY	4/4/2013	4:00 PM	10:00 PM	2	4.00
FRIDAY	4/5/2013	4:00 PM	11:00 PM	4	5.00
SATURDAY	4/6/2013	11:00 AM	11:00 PM	4.5	7.50
SUNDAY	4/7/2013	NOON	MIDNIGHT	4	8.00

WORKWEEK

HOURS TOTAL: 37.00

EMPLOYEE SIGNATURE: Confidential

NET: 240.00

GROSS 390.00

NAME: DAVIE VASQUEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
		DAY	OFF	DAY	OFF
MONDAY	4/1/2013				
TUESDAY	4/2/2013	9 A.M	5 P.M.	1	7.00
WEDNESDAY	4/3/2013	9 A.M.	5 P.M.	2.5	5.50
THURSDAY	4/4/2013	4:00 PM	10:00 PM	2	4.00
FRIDAY	4/5/2013	4:00 PM	11:00 PM	4	5.00
SATURDAY	4/6/2013	11:00 AM	11:00 PM	4.5	7.50
SUNDAY	4/7/2013	NOON	MIDNIGHT	4	8.00

WORKWEEK HOURS TOTAL: 37.00

Confidential

EMPLOYEE SIGNATURE:

NET: 365.00

GROSS 365.00

NAME: ASCENCION ALEJO VASQUEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
		DAY	OFF	DAY	OFF
MONDAY	4/1/2013				
TUESDAY	4/2/2013	9 A.M	5:00 PM	2.5	5.50
WEDNESDAY	4/3/2013	9 A.M.	5:00 PM	1.5	6.50
THURSDAY	4/4/2013	4:00 PM	10:00 PM	3.5	2.50
FRIDAY	4/5/2013	4:00 PM	11:00 PM	2	5.00
SATURDAY	4/6/2013	11AM	11:00 PM	4	8.00
SUNDAY	4/7/2013	NOON	MIDNIGHT	3	9.00

WORKWEEK HOURS TOTAL: 36.50

Confidential

EMPLOYEE SIGNATURE:

NET: ~~108.00~~ 63.-

GROSS 108.00

NAME: DAVID SIMMS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013				
TUESDAY	4/2/2013				
WEDNESDAY	4/3/2013				
THURSDAY	4/4/2013				
FRIDAY	4/5/2013				
SATURDAY	4/6/2013	11AM	11:00 PM	4	8.00
SUNDAY	4/7/2013	NOON	MIDNIGHT	3	9.00

WORKWEEK HOURS TOTAL: 17.00

Confidential

EMPLOYEE SIGNATURE: X [redacted]

ANTELOPE
APRIL 4-7, 2013

	GROSS	NET
CHLOE NORWOOD	265.00	165.00
DON WYATT	265.00	-19.00
GINA RUSSELL	265.00	168.00
TOTALS	795.00	314.00

ANTELOPE
APRIL 4-7, 2013

CHLOE NORWOOD

DAY	HOURS	DRAWS	MISC. CHGS.	OVER/SHORT
CARRY FROM LAST WEEK				
MONDAY				
TUESDAY		40.00		
WEDNESDAY				
THURSDAY	5.00			
FRIDAY	6.00			
SATURDAY	10.00			
SUNDAY	10.00	10.00	50.00	
TOTALS	31.00	50.00	50.00	
GROSS	265.00			
DRAWS	50.00			
RENT/MISC	50.00			
OVER/SHORT		RECEIVED:		
NET PAY	165.00			

ANTELOPE
APRIL 4-7, 2013

DON WYATT

DAY	HOURS	DRAWS	MISC. CHGS.	OVER/SHORT
CARRY FROM LAST WEEK		50.00		-102.00
MONDAY				
TUESDAY		40.00		
WEDNESDAY				
THURSDAY	5.00	40.00		27.00
FRIDAY	6.00			-2.00
SATURDAY	10.00	40.00		-17.00
SUNDAY	10.00	10.00		-10.00
TOTALS	31.00	180.00		-104.00
GROSS	265.00			
	180.00			
/MISC				
OVER/SHORT	-104.00	RECEIVED:		
NET PAY	-19.00			

ANTELOPE
APRIL 4-7, 2013

GINA RUSSELL

DAY	HOURS	DRAWS	MISC. CHGS.	OVER/SHORT
CARRY FROM LAST WEEK				
MONDAY				
TUESDAY				
WEDNESDAY				
THURSDAY	5.00			
FRIDAY	6.00			-17.00
SATURDAY	10.00			-20.00
SUNDAY	10.00	10.00	50.00	
TOTALS	31.00	10.00	50.00	-37.00
GROSS	265.00			
DRAWS	10.00			
RENT/MISC	50.00			
OVER/SHORT	-37.00			
NET PAY	168.00	RECEIVED:		

ANTELOPE
APRIL 4-7, 2013

SABRINA REYNOLDS

DAY	HOURS	DRAWS	MISC. CHGS.	OVER/SHORT
CARRY FROM LAST WEEK				
MONDAY				
TUESDAY		40.00		
WEDNESDAY				
THURSDAY	5.00	40.00		4.00	
FRIDAY	6.00			-21.00
SATURDAY	10.00			15.00
	10.00	10.00		-17.00
	31.00	90.00		-19.00
GROSS	265.00			
DRAWS	90.00			
RENT/MISC				
OVER/SHORT	-19.00			
NET PAY	156.00	RECEIVED:		

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ANTELOPE	APRIL 1-7, 2013	RIDE	BASE PAY	EXTRA PAY	THIS WEEK	DRAWS	UNIFORMS	SAVINGS	RENT/PHONE	WHO BH	TOTAL DED	NET PAY
ACKERMAN	RANDAL	DRIVER	400.00		400.00	.					-	400.00
ALARCON	CLAUDIO MARIN	RING OF FIRE	350.00		350.00	.					-	350.00
ALVARADO,	TITO TRIANO	1001 NACHTS	380.00		380.00	40.00					40.00	340.00
ANDERSON	MICHAEL	ZIPPER	325.00		325.00	120.00	25.00		50.00	M	195.00	130.00
APARICIO	FRANCISCO NEPOMUCENO	CORVETTES	350.00		350.00	.					-	350.00
APODACA	JUAN CARLOS, VASQUEZ	GRAVITRON	350.00		350.00	.					-	350.00
CERVANTES	ROSENDO, ORTIZ	SLIDE	325.00		325.00	.					-	325.00
CHESSER	CHRISTOPHER	ZIPPER	350.00		350.00	120.00		100.00	50.00	M	270.00	80.00
EASLY	ROBERT	DRIVER	425.00		425.00	.					-	425.00
FAGER	TELFORD	SLIDE	325.00		325.00	80.00	20.00		50.00	d	150.00	175.00
FLORES	EDGAR, OSVALDO CARRANZA	EAGLE 16	380.00	40.00	420.00	0.00					-	420.00
[illegible]IA	JUAN ANDRADE	CORVETTES	325.00		325.00	.					-	325.00
GARCIA	MIGUEL ANDRADE	GRAVITRON	350.00		350.00	.					-	350.00
GUZMAN	RAUL	VOYAGER	325.00	40.00	365.00	80.00			50.00	D	130.00	235.00
HALL	JERRY	SHOP/DRIVER	500.00		500.00	.		100.00			100.00	400.00
HERNANDEZ	JULIAN, GARCIA	1001 NACHTS	380.00		380.00	.					-	380.00
HOLMES	JOHN	SLIDE	325.00		325.00	40.00			50.00	D	90.00	235.00
JARQUIN	DARIO DIAZ	BEARS	325.00		325.00	.					-	325.00
LOVE	DAVID	DRIVER	450.00		450.00	30.00		100.00			130.00	320.00
MCARTER	DEAN	OFFICE	300.00		300.00	.					-	300.00
OLIVA	ISIDRO, MORALES	ENERGY STORM	350.00		350.00	.					-	350.00
PATTERSON	LARRY		325.00	-217.00	108.00	80.00					80.00	28.00
REYES	ROBERT	DRIVER	500.00		500.00	.					-	500.00
RITSCH	DAMIEN	DRIVER	400.00		400.00	.		150.00			150.00	250.00
ROMERO	ANTONIO GARCIA	BEARS	365.00		365.00	40.00					40.00	325.00
SALVADOR	JAVIER HERNANDEZ	CAROUSEL	350.00		350.00	.					-	350.00
SALVADOR	PRIMITIVO, MATEO	ENERGY STORM	350.00	30.00	380.00	.					-	380.00
SERVICE	JASON	SLIDE/VOYAGER	325.00		325.00	120.00			50.00	D	170.00	155.00
SHAFFER	SALLY	OFFICE	300.00		300.00	.					-	300.00
[illegible]NABERY	STEVEN, MATT	EAGLE 16	350.00		350.00	240.00	25.00		50.00	D	315.00	35.00
SIMS	DAVE	TRAIN	325.00	-217.00	108.00						-	108.00
TORRENCE	HUEY	RING	350.00		350.00	100.00		50.00			150.00	200.00
VASQUEZ	ASCENCION, ALEJO	CAROUSEL	365.00		365.00	.					-	365.00
VASQUEZ	DAVID	SANITATION	350.00	40.00	390.00			100.00	50.00	M	150.00	240.00
			12,245.00	(284.00)	11,961.00	1,090.00	70.00	600.00	400.00		2,160.00	9,801.00

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Paystubs

CODDINGTON MALL 2013

04/01/2013 - 04/07/2013

10

	HOURS	O/S	DRAWS
MONDAY			
TUESDAY			
WEDNESDAY	1		
THURSDAY	6		
FRIDAY	6		
SATURDAY	9.75	4	
SUNDAY	8	-1	
TOTALS	30.75	3	
PAY	$ 246.00	NET	$ 249.00
BECKA LOLLIS			
EMPLOYEE SIGNATURE: _	Confidential		
WEEK ENDING 4/7/13			

	HOURS	O/S	DRAWS
MONDAY			
TUESDAY			
WEDNESDAY			
THURSDAY	OFF		40
FRIDAY	4		
SATURDAY	8	-23	
SUNDAY	6		
TOTALS	18	-23	40
PAY	$ 144.00	NET	$ 81.00
ANNA BROWN			
EMPLOYEE SIGNATURE:	Confidential		
WEEK ENDING 4/7/13			

	HOURS	O/S	DRAWS
MONDAY			
TUESDAY			
WEDNESDAY	2		175
THURSDAY	6		T RERT
FRIDAY	6		
SATURDAY	10		
SUNDAY	8		
TOTALS	32		175
PAY	$ 256.00	NET	$ 81.00
DEBBIE EMHIESER			
EMPLOYEE SIGNATURE: _____			
WEEK ENDING 4/7/13			

Confidential

PAY: $325.00
DRAWS: $40.00
NET: $285.00

NAME: JOSE HERNANDEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	12:00:00 AM	OFF	0	0
TUESDAY	4/2/2013	9AM	5PM	2	6
WEDNESDAY	4/3/2013	9AM	5PM	2	6
THURSDAY	4/4/2013	2PM	6PM	1	3
FRIDAY	4/5/2013	2PM	6PM	1	3
SATURDAY	4/6/2013	10AM	5PM	2	5
SUNDAY	4/7/2013	11AM	6PM	2	5

WORKWEEK HOURS TOTAL: 28

Confidential

EMPLOYEE SIGNATURE:

PAY: $375.00
DRAWS: $180.00
NET: $195.00

NAME: CARLOS HERRERA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	12:00:00 AM	OFF	0	0
TUESDAY	4/2/2013	9AM	5PM	2	6
WEDNESDAY	4/3/2013	9AM	5PM	2	6
THURSDAY	4/4/2013	2PM	6PM	1	3
FRIDAY	4/5/2013	2PM	6PM	1	3
SATURDAY	4/6/2013	10AM	5PM	2	5
SUNDAY	4/7/2013	11AM	6PM	2	5

WORKWEEK HOURS TOTAL: 28

Confidential

EMPLOYEE SIGNATURE:

PAY: $400.(
DRAWS: $0.(
NET: $400.(

NAME: CARLOS PERDOMO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	12:00:00 AM	OFF	0	0
TUESDAY	4/2/2013	9AM	5PM	2	6
WEDNESDAY	4/3/2013	9AM	5PM	2	6
THURSDAY	4/4/2013	6PM	10PM	1	3
FRIDAY	4/5/2013	6PM	10PM	1	3
SATURDAY	4/6/2013	5PM	12PM	2	5
SUNDAY	4/7/2013	5PM	12PM	2	5

WORKWEEK HOURS TOTAL: 28

Confidential

EMPLOYEE SIGNATURE:

PAY: $360.00
DRAWS: $100.00
NET: $260.00

NAME: GERMAN CALDERON

DAY	DATE	IN	OUT	BREAKS	TOTAL I
MONDAY	4/1/2013	12:00:00 AM	OFF	0	0
TUESDAY	4/2/2013	9AM	5PM	2	6
WEDNESDAY	4/3/2013	9AM	5PM	2	6
THURSDAY	4/4/2013	2PM	6PM	1	3
FRIDAY	4/5/2013	2PM	6PM	1	3
SATURDAY	4/6/2013	10AM	5PM	2	5
SUNDAY	4/7/2013	11AM	6PM	2	5

WORKWEEK HOURS TOTAL: 28

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $120.00
NET: $205.00

NAME: RICKY LAJOICES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	12:00:00 AM	OFF	0	0
TUESDAY	4/2/2013	9AM	5PM	2	6
WEDNESDAY	4/3/2013	9AM	5PM	2	6
THURSDAY	4/4/2013	2PM	6PM	1	3
FRIDAY	4/5/2013	2PM	6PM	1	3
SATURDAY	4/6/2013	10AM	5PM	2	5
SUNDAY	4/7/2013	11AM	6PM	2	5

WORKWEEK HOURS TOTAL: 28

EMPLOYEE SIGNATURE: Confidential

PAY: $375.00
DRAWS: $0.00
NET: $375.00

NAME: FERNANDO SALAS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	12:00:00 AM	OFF	0	0
TUESDAY	4/2/2013	9AM	5PM	2	6
WEDNESDAY	4/3/2013	9AM	5PM	2	6
THURSDAY	4/4/2013	2PM	6PM	1	3
FRIDAY	4/5/2013	2PM	6PM	1	3
SATURDAY	4/6/2013	10AM	5PM	2	5
SUNDAY	4/7/2013	11AM	6PM	2	5

WORKWEEK HOURS TOTAL: 28

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $40.00
NET: $285.00

NAME: CALEPH ELDRIDGE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	12:00:00 AM	OFF	0	0
TUESDAY	4/2/2013	9AM	5PM	2	6
WEDNESDAY	4/3/2013	9AM	5PM	2	6
THURSDAY	4/4/2013	6PM	10PM	1	3
FRIDAY	4/5/2013	6PM	10PM	1	3
SATURDAY	4/6/2013	5PM	12PM	2	5
SUNDAY	4/7/2013	5PM	12PM	2	5

WORKWEEK HOURS TOTAL: 28

EMPLOYEE SIGNATURE: Confidential Confidential

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: JAIME MENDOZA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	12:00:00 AM	OFF	0	0
TUESDAY	4/2/2013	9AM	5PM	2	6
WEDNESDAY	4/3/2013	9AM	5PM	2	6
THURSDAY	4/4/2013	6PM	10PM	1	3
FRIDAY	4/5/2013	6PM	10PM	1	3
SATURDAY	4/6/2013	5PM	12PM	2	5
SUNDAY	4/7/2013	5PM	12PM	2	5

WORKWEEK HOURS TOTAL: 28

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: OMAR ARELLANO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	12:00:00 AM	OFF	0	0
TUESDAY	4/2/2013	9AM	5PM	2	6
WEDNESDAY	4/3/2013	9AM	5PM	2	6
THURSDAY	4/4/2013	9 A.M	6PM	1	3
FRIDAY	4/5/2013	2PM	6PM	1	3
SATURDAY	4/6/2013	10AM	5PM	2	5
SUNDAY	4/7/2013	11AM	6PM	2	5

WORKWEEK HOURS TOTAL: 28

EMPLOYEE SIGNATURE: Confidential

Butler's Exh. 26, p. 888

PAY: $350.00
DRAWS: $60.00
NET: $290.00

NAME: JOAN HERRERA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	12:00:00 AM	OFF	0	0
TUESDAY	4/2/2013	9AM	5PM	2	6
WEDNESDAY	4/3/2013	9AM	5PM	2	6
THURSDAY	4/4/2013	6PM	10PM	1	3
FRIDAY	4/5/2013	6PM	10PM	1	3
SATURDAY	4/6/2013	5PM	12PM	2	5
SUNDAY	4/7/2013	5PM	12PM	2	5

WORKWEEK HOURS TOTAL: 28

EMPLOYEE SIGNATURE: Confidential

PAY: $325.0
DRAWS: $220.0
NET: $105.0

NAME: KEVIN LYNCH

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	12:00:00 AM	OFF	0	0
TUESDAY	4/2/2013	9AM	5PM	2	6
WEDNESDAY	4/3/2013	9AM	5PM	2	6
THURSDAY	4/4/2013	6PM	10PM	1	3
FRIDAY	4/5/2013	6PM	10PM	1	3
SATURDAY	4/6/2013	5PM	12PM	2	5
SUNDAY	4/7/2013	5PM	12PM	2	5

WORKWEEK HOURS TOTAL: 28

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $140.00
NET: $185.00

NAME: DANNY LOWER

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	12:00:00 AM	OFF	0	0
TUESDAY	4/2/2013	9AM	5PM	2	6
WEDNESDAY	4/3/2013	9AM	5PM	2	6
THURSDAY	4/4/2013	6PM	10PM	1	3
FRIDAY	4/5/2013	6PM	10PM	1	3
SATURDAY	4/6/2013	5PM	12PM	2	5
SUNDAY	4/7/2013	5PM	12PM	2	5

WORKWEEK HOURS TOTAL: 28

EMPLOYEE SIGNATURE: Confidential

PAY: $350.00
DRAWS: $300.00
NET: $50.00

NAME: MARK BOOTH

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013		OFF	0	0
TUESDAY	4/2/2013	9AM	5PM	2	6
WEDNESDAY	4/3/2013	9AM	5PM	2	6
THURSDAY	4/4/2013	2PM	6PM	1	3
FRIDAY	4/5/2013	2PM	6PM	1	3
SATURDAY	4/6/2013	10AM	5PM	2	5
SUNDAY	4/7/2013	11AM	6PM	2	5

WORKWEEK HOURS TOTAL: 28

Confidential

EMPLOYEE SIGNATURE

PAY: $650.00
DRAWS: $100.00
NET: $550.00

NAME: FRANK MOBLEY

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	12:00:00 AM	OFF	0	0
TUESDAY	4/2/2013	9AM	5PM	2	6
WEDNESDAY	4/3/2013	9AM	5PM	2	6
THURSDAY	4/4/2013	2PM	6PM	1	3
FRIDAY	4/5/2013	2PM	6PM	1	3
SATURDAY	4/6/2013	10AM	5PM	2	5
SUNDAY	4/7/2013	11AM	6PM	2	5

WORKWEEK HOURS TOTAL: 28

Confidential

Confidential

EMPLOYEE SIGNATURE:

PAY: $500.00
DRAWS: $0.00
NET: $500.00

NAME: JERONIMO GUZMAN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	12:00:00 AM	OFF	0	0
TUESDAY	4/2/2013	9AM	5PM	2	6
WEDNESDAY	4/3/2013	9AM	5PM	2	6
THURSDAY	4/4/2013	6PM	10PM	1	3
FRIDAY	4/5/2013	6PM	10PM	1	3
SATURDAY	4/6/2013	5PM	12PM	2	5
SUNDAY	4/7/2013	5PM	12PM	2	5

WORKWEEK HOURS TOTAL: 28

Confidential

EMPLOYEE SIGNATURE:

Butler's Exh. 26, p. 890

PAY: $600.00
DRAWS: $100.00
NET: $500.00

NAME: GERALD CORLISS

DAY	DATE	IN	OUT	BREAKS	TOTAL H
MONDAY	4/1/2013	12:00:00 AM	OFF	0	0
TUESDAY	4/2/2013	9AM	5PM	2	6
WEDNESDAY	4/3/2013	9AM	5PM	2	6
THURSDAY	4/4/2013	2PM	6PM	1	3
FRIDAY	4/5/2013	2PM	6PM	1	3
SATURDAY	4/6/2013	10AM	5PM	2	5
SUNDAY	4/7/2013	11AM	6PM	2	5

WORKWEEK HOURS TOTAL: 28

EMPLOYEE SIGNATURE:

Confidential

PAY: $375.00
DRAWS: $300.00
NET: $75.00

NAME: BRIAN LONG

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	12:00:00 AM	OFF	0	0
TUESDAY	4/2/2013	9AM	5PM	2	6
WEDNESDAY	4/3/2013	9AM	5PM	2	6
THURSDAY	4/4/2013	2PM	6PM	1	3
FRIDAY	4/5/2013	2PM	6PM	1	3
SATURDAY	4/6/2013	10AM	5PM	2	5
SUNDAY	4/7/2013	11AM	6PM	2	5

WORKWEEK HOURS TOTAL: 28

EMPLOYEE SIGNATURE:

Confidential

PAY: $2,000.00
DRAWS: $0.00
NET: $2,000.00

NAME: LANCE MOYER

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	12:00:00 AM	OFF	0	0
TUESDAY	4/2/2013	9AM	5PM	2	6
WEDNESDAY	4/3/2013	9AM	5PM	2	6
THURSDAY	4/4/2013	2PM	6PM	1	3
FRIDAY	4/5/2013	2PM	6PM	1	3
SATURDAY	4/6/2013	10AM	5PM	2	5
SUNDAY	4/7/2013	11AM	6PM	2	5

WORKWEEK HOURS TOTAL: 28

EMPLOYEE SIGNATURE:

Confidential

PAY: $700.00
DRAWS: $450.00
NET: $250.00

NAME: SABRINA BOGHOSSIAN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	12:00:00 AM	OFF	0	0
TUESDAY	4/2/2013	9AM	5PM	2	6
WEDNESDAY	4/3/2013	9AM	5PM	2	6
THURSDAY	4/4/2013	6PM	10PM	1	3
FRIDAY	4/5/2013	6PM	10PM	1	3
SATURDAY	4/6/2013	5PM	12PM	2	5
SUNDAY	4/7/2013	5PM	12PM	2	5

WORKWEEK HOURS TOTAL: 28

EMPLOYEE SIGNATURE:

Confidential

PAY: $400.00
DRAWS: $60.00
NET: $340.00

NAME: TIM HUCKABA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	12:00:00 AM	OFF	0	0
TUESDAY	4/2/2013	9AM	5PM	2	6
WEDNESDAY	4/3/2013	9AM	5PM	2	6
THURSDAY	4/4/2013	2PM	6PM	1	3
FRIDAY	4/5/2013	2PM	6PM	1	3
SATURDAY	4/6/2013	10AM	5PM	2	5
SUNDAY	4/7/2013	11AM	6PM	2	5

WORKWEEK HOURS TOTAL: 28

EMPLOYEE SIGNATURE:

Confidential

PAY: $650.00
DRAWS: $320.00
NET: $330.00

NAME: RON COON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	12:00:00 AM	OFF	0	0
TUESDAY	4/2/2013	9AM	5PM	2	6
WEDNESDAY	4/3/2013	9AM	5PM	2	6
THURSDAY	4/4/2013	2PM	6PM	1	3
FRIDAY	4/5/2013	2PM	6PM	1	3
SATURDAY	4/6/2013	10AM	5PM	2	5
SUNDAY	4/7/2013	11AM	6PM	2	5

WORKWEEK HOURS TOTAL: 28

EMPLOYEE SIGNATURE:

Confidential

Butler's Exh. 26, p. 892

PAY: $1,000.00
DRAWS: $40.00
NET: $960.00

NAME: RAUL VILLA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	12:00:00 AM	OFF	0	0
TUESDAY	4/2/2013	9AM	5PM	2	6
WEDNESDAY	4/3/2013	9AM	5PM	2	6
THURSDAY	4/4/2013	6PM	10PM	1	3
FRIDAY	4/5/2013	6PM	10PM	1	3
SATURDAY	4/6/2013	5PM	12PM	2	5
SUNDAY	4/7/2013	5PM	12PM	2	5

WORKWEEK HOURS TOTAL: 28

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $40.00
NET: $285.00

NAME: IRVING PORTILLA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	12:00:00 AM	OFF	0	0
TUESDAY	4/2/2013	9AM	5PM	2	6
WEDNESDAY	4/3/2013	9AM	5PM	2	6
THURSDAY	4/4/2013	6PM	10PM	1	3
FRIDAY	4/5/2013	6PM	10PM	1	3
SATURDAY	4/6/2013	5PM	12PM	2	5
SUNDAY	4/7/2013	5PM	12PM	2	5

WORKWEEK HOURS TOTAL: 28

EMPLOYEE SIGNATURE: Confidential

PAY: $425.00
DRAWS: $120.00
NET: $305.00

NAME: JOSE SALAZAR

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	12:00:00 AM	OFF	0	0
TUESDAY	4/2/2013	9AM	5PM	2	6
WEDNESDAY	4/3/2013	9AM	5PM	2	6
THURSDAY	4/4/2013	2PM	6PM	1	3
FRIDAY	4/5/2013	2PM	6PM	1	3
SATURDAY	4/6/2013	10AM	5PM	2	5
SUNDAY	4/7/2013	11AM	6PM	2	5

WORKWEEK HOURS TOTAL: 28

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $40.00
NET: $285.00

NAME: JOSE CARMONA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	12:00:00 AM	OFF	0	0
TUESDAY	4/2/2013	9AM	5PM	2	6
WEDNESDAY	4/3/2013	9AM	5PM	2	6
THURSDAY	4/4/2013	6PM	10PM	1	3
FRIDAY	4/5/2013	6PM	10PM	1	3
SATURDAY	4/6/2013	5PM	12PM	2	5
SUNDAY	4/7/2013	5PM	12PM	2	5

WORKWEEK HOURS TOTAL: 28

EMPLOYEE SIGNATURE: [redacted]

Confidential

PAY: $575.00
DRAWS: $0.00
NET: $575.00

NAME: LONNIE BROWN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	12:00:00 AM	OFF	0	0
TUESDAY	4/2/2013	9AM	5PM	2	6
WEDNESDAY	4/3/2013	9AM	5PM	2	6
THURSDAY	4/4/2013	6PM	10PM	1	3
FRIDAY	4/5/2013	6PM	10PM	1	3
SATURDAY	4/6/2013	5PM	12PM	2	5
SUNDAY	4/7/2013	5PM	12PM	2	5

WORKWEEK HOURS TOTAL: 28

EMPLOYEE SIGNATURE: [redacted]

Confidential

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: BONIFACIO QUIJANO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	12:00:00 AM	OFF	0	0
TUESDAY	4/2/2013	9AM	5PM	2	6
WEDNESDAY	4/3/2013	9AM	5PM	2	6
THURSDAY	4/4/2013	6PM	10PM	1	3
FRIDAY	4/5/2013	6PM	10PM	1	3
SATURDAY	4/6/2013	5PM	12PM	2	5
SUNDAY	4/7/2013	5PM	12PM	2	5

WORKWEEK HOURS TOTAL: 28

EMPLOYEE SIGNATURE: [redacted]

Confidential

PAY: $400.00
DRAWS: $180.00
NET: $220.00

NAME: STAN YATES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	12:00:00 AM	OFF	0	0
TUESDAY	4/2/2013	9AM	5PM	2	6
WEDNESDAY	4/3/2013	9AM	5PM	2	6
THURSDAY	4/4/2013	6PM	10PM	1	3
FRIDAY	4/5/2013	6PM	10PM	1	3
SATURDAY	4/6/2013	5PM	12PM	2	5
SUNDAY	4/7/2013	5PM	12PM	2	5

WORKWEEK HOURS TOTAL: 28

EMPLOYEE SIGNATURE: Confidential

Confidential

PAY: $350.0
DRAWS: $80.0
NET: $270.0

NAME: RAUL SEDANO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOUR
MONDAY	4/1/2013	12:00:00 AM	OFF	0	0
TUESDAY	4/2/2013	9AM	5PM	2	6
WEDNESDAY	4/3/2013	9AM	5PM	2	6
THURSDAY	4/4/2013	2PM	6PM	1	3
FRIDAY	4/5/2013	2PM	6PM	1	3
SATURDAY	4/6/2013	10AM	5PM	2	
SUNDAY	4/7/2013	11AM	6PM	2	5

WORKWEEK HOURS TOTAL: 28

EMPLOYEE SIGNATURE:

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: VICENTE MARTINEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	12:00:00 AM	OFF	0	0
TUESDAY	4/2/2013	9AM	5PM	2	6
WEDNESDAY	4/3/2013	9AM	5PM	2	6
THURSDAY	4/4/2013	2PM	6PM	1	3
FRIDAY	4/5/2013	2PM	6PM	1	3
SATURDAY	4/6/2013	10AM	5PM	2	5
SUNDAY	4/7/2013	11AM	6PM	2	5

WORKWEEK HOURS TOTAL: 28

EMPLOYEE SIGNATURE: Confidential

Confidential

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: ESTEBAN DE LA CRUZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	12:00:00 AM	OFF	0	0
TUESDAY	4/2/2013	9AM	5PM	2	6
WEDNESDAY	4/3/2013	9AM	5PM	2	6
THURSDAY	4/4/2013	6PM	10PM	1	3
FRIDAY	4/5/2013	6PM	10PM	1	3
SATURDAY	4/6/2013	5PM	12PM	2	5
SUNDAY	4/7/2013	5PM	12PM	2	5

WORKWEEK HOURS TOTAL: 28

EMPLOYEE SIGNATURE: _____

PAY: $385.00
DRAWS: $60.00
NET: $325.00

NAME: ROBERTO PENA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	12:00:00 AM	OFF	0	0
TUESDAY	4/2/2013	9AM	5PM	2	6
WEDNESDAY	4/3/2013	9AM	5PM	2	6
THURSDAY	4/4/2013	6PM	10PM	1	3
FRIDAY	4/5/2013	6PM	10PM	1	3
SATURDAY	4/6/2013	5PM	12PM	2	5
SUNDAY	4/7/2013	5PM	12PM	2	5

WORKWEEK HOURS TOTAL: 28

Confidential

EMPLOYEE SIGNATURE: _____

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: ATENODORO MIRANDA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	12:00:00 AM	OFF	0	0
TUESDAY	4/2/2013	9AM	5PM	2	6
WEDNESDAY	4/3/2013	9AM	5PM	2	6
THURSDAY	4/4/2013	6PM	10PM	1	3
FRIDAY	4/5/2013	6PM	10PM	1	3
SATURDAY	4/6/2013	5PM	12PM	2	5
SUNDAY	4/7/2013	5PM	12PM	2	5

WORKWEEK HOURS TOTAL: 28

Confidential

EMPLOYEE SIGNATURE: _____

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PAY: $385.00
DRAWS: $40.00
NET: $345.00

NAME: ROGELIO PEREZ

DAY	DATE	IN	OUT	BREAKS	TOTAL H
MONDAY	4/1/2013	12:00:00 AM	OFF	0	0
TUESDAY	4/2/2013	9AM	5PM	2	6
WEDNESDAY	4/3/2013	9AM	5PM	2	6
THURSDAY	4/4/2013	2PM	6PM	1	3
FRIDAY	4/5/2013	2PM	6PM	1	3
SATURDAY	4/6/2013	10AM	5PM	2	5
SUNDAY	4/7/2013	11AM	6PM	2	5

WORKWEEK HOURS TOTAL: 28

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $100.00
NET: $225.00

NAME: MIGUEL GALLEGOS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	12:00:00 AM	OFF	0	0
TUESDAY	4/2/2013	9AM	5PM	2	6
WEDNESDAY	4/3/2013	9AM	5PM	2	6
THURSDAY	4/4/2013	2PM	6PM	1	3
FRIDAY	4/5/2013	2PM	6PM	1	3
SATURDAY	4/6/2013	10AM	5PM	2	5
SUNDAY	4/7/2013	11AM	6PM	2	5

WORKWEEK HOURS TOTAL: 28

EMPLOYEE SIGNATURE: Confidential

PAY: $425.00
DRAWS: $180.00
NET: $245.00

NAME: JOSEPH GUILLEN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	12:00:00 AM	OFF	0	0
TUESDAY	4/2/2013	9AM	5PM	2	6
WEDNESDAY	4/3/2013	9AM	5PM	2	6
THURSDAY	4/4/2013	2PM	6PM	1	3
FRIDAY	4/5/2013	2PM	6PM	1	3
SATURDAY	4/6/2013	10AM	5PM	2	5
SUNDAY	4/7/2013	11AM	6PM	2	5

WORKWEEK HOURS TOTAL: 28

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $200.00
NET: $125.00

NAME: JOHN GEORGE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	12:00:00 AM	OFF	0	0
TUESDAY	4/2/2013	9AM	5PM	2	6
WEDNESDAY	4/3/2013	9AM	5PM	2	6
THURSDAY	4/4/2013	2PM	6PM	1	3
FRIDAY	4/5/2013	2PM	6PM	1	3
SATURDAY	4/6/2013	10AM	5PM	2	5
SUNDAY	4/7/2013	11AM	6PM	2	5

WORKWEEK HOURS TOTAL: 28

EMPLOYEE SIGNATURE: [redacted] Confidential

Confidential

PAY: $325.00
DRAWS: $200.00
NET: $125.00

NAME: TONY DIXON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013		OFF	0	0
TUESDAY	4/2/2013	9AM	5PM	2	6
WEDNESDAY	4/3/2013	9AM	5PM	2	6
THURSDAY	4/4/2013	6PM	10PM	1	3
FRIDAY	4/5/2013	6PM	10PM	1	3
SATURDAY	4/6/2013	5PM	12PM	2	5
SUNDAY	4/7/2013	5PM	12PM	2	5

WORKWEEK HOURS TOTAL: 28

EMPLOYEE SIGNATURE: [redacted] Confidential

PAY: $325.00
DRAWS: $180.00
NET: $145.00

NAME: LEROY BRIGHAM

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	12:00:00 AM	OFF	0	0
TUESDAY	4/2/2013	9AM	5PM	2	6
WEDNESDAY	4/3/2013	9AM	5PM	2	6
THURSDAY	4/4/2013	2PM	6PM	1	3
FRIDAY	4/5/2013	2PM	6PM	1	3
SATURDAY	4/6/2013	10AM	5PM	2	5
SUNDAY	4/7/2013	11AM	6PM	2	5

WORKWEEK HOURS TOTAL: 28

EMPLOYEE SIGNATURE: [redacted] Confidential

PAJAPS

BAYPOINT 2013

04/01/2013 -
04/07/2013

(M)

BAYPOINT
APRIL 4-7, 2013

JUDY JOYCE

DAY	HOURS	DRAWS	MISC. CHGS.	OVER/SHORT
CARRY FROM LAST WEEK				
MONDAY				
TUESDAY				
WEDNESDAY				
THURSDAY	4.25			
FRIDAY	5.75			
SATURDAY	7.50		25.00	
SUNDAY	7.50			0.00
TOTALS	25.00	0.00	25.00	

GROSS	213.75
SAVINGS	0.00
DRAWS	0.00
RENT/MISC	25.00
OVER/SHORT	0.00
NET PAY	188.75

SIGNATURE: [redacted] Confidential

BAYPOINT
APRIL 4-7, 2013

APRIL SOLMES

DAY	HOURS	DRAWS	MISC. CHGS.	OVER/SHORT
CARRY FROM LAST WEEK				
MONDAY				
TUESDAY				
WEDNESDAY				
THURSDAY	0.00			
FRIDAY	4.50			-2.00
SATURDAY	8.00		20.00	-15.00
SUNDAY	6.50		25.00	
TOTALS	19.00		45.00	-17.00

GROSS	162.45
SAVINGS	0.00
DRAWS	0.00
RENT/MISC	45.00
OVER/SHORT	-17.00
NET PAY	100.45

SIGNATURE [redacted] Confidential

BAYPOINT
APRIL 4-7, 2013

TAMMY CUETO

DAY	HOURS	DRAWS	MISC. CHGS.	OVER/SHORT
CARRY FROM LAST WEEK				
MONDAY				
TUESDAY				
WEDNESDAY				
THURSDAY	4.25			20.00
FRIDAY	4.75			-15.00
SATURDAY	8.25			-8.00
SUNDAY	7.25			9.00
TOTALS	24.50	0.00	0.00	6.00

GROSS	209.48
SAVINGS	0.00
DRAWS	0.00
RENT/MISC	0.00
OVER/SHORT	6.00
NET PAY	215.48

SIGNATURE: [redacted] Confidential

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BAYPOINT
APRIL 4-7, 2013

RHONDA FLEMMING

DAY	HOURS	DRAWS	MISC. CHGS.	OVER/S
CARRY FROM LAST WEEK	0.00	0.00	0.00	
MONDAY	0.00	0.00	0.00	0.00
TUESDAY	0.00	0.00	0.00	0.00
WEDNESDAY	0.00	0.00	0.00	0.00
THURSDAY	4.75	0.00	0.00	0.00
FRIDAY	4.50	0.00	0.00	0.00
SATURDAY	7.75	0.00	0.00	0.00
SUNDAY	7.00	0.00	25.00	0.00
TOTALS	24.00	0.00	25.00	0.00

GROSS	205.20
SAVINGS	0.00
DRAWS	0.00
RENT/MISC	25.00
OVER/SHORT	0.00
NET PAY	180.20

Confidential

BAYPOINT
APRIL 4-7, 2013

	GROSS	NET
JUDY JOYCE	213.75	188.75
APRIL SOLMES	162.45	100.45
TAMMY CUETO	209.48	215.48
RHONDA FLEMMING	205.20	185.20
TOTALS	790.88	689.88
	BUNK HOUSE=	75.00
	SAVINGS=	0.00
	TOTAL=	764.88

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Butler000902

GROSS: $380

NET: $380.00

NAME: ROMAN ADAME RODRIGUEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	OFF	OFF	0	0
TUESDAY	4/2/2013	9 A.M	5 P.M.	0	8
WEDNESDAY	4/3/2013	9 A.M.	5 P.M.	2	6
THURSDAY	4/4/2013	4 P.M.	10 P.M.	4	3
FRIDAY	4/5/2013	4 P.M.	11 P.M.	3.5	3.5
SATURDAY	4/6/2013	11 A.M	11 P.M.	7	5
SUNDAY	4/7/2013	12 P.M.	10 P.M.	6	4

WORKWEEK HOURS TOTAL: 26.5

EMPLOYEE SIGNATURE:

[redacted]

Confidential

GROSS: $325.00

NET: $325.00

NAME: MIGUEL ALVARADO PONCE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	OFF	OFF	0	0
TUESDAY	4/2/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	4/3/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	4/4/2013	4 P.M.	10 P.M.	2.5	4.5
FRIDAY	4/5/2013	4 P.M.	11 P.M.	3	4
SATURDAY	4/6/2013	11 A.M	11 P.M.	5	6
SUNDAY	4/7/2013	12 P.M.	10 P.M.	5	5

WORKWEEK HOURS TOTAL: 32

EMPLOYEE SIGNATURE:

[redacted]

Confidential

GROSS: $350.00

NET: $350.00

NAME: VICTOR APODACA VASQUEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	OFF	OFF	0	0
TUESDAY	4/2/2013	9 A.M	5 P.M.	2.5	5.5
WEDNESDAY	4/3/2013	9 A.M.	5 P.M.	2	6
THURSDAY	4/4/2013	4 P.M.	10 P.M.	5	2
FRIDAY	4/5/2013	4 P.M.	11 P.M.	1.5	3.5
SATURDAY	4/6/2013	11 A.M	11 P.M.	7	5
SUNDAY	4/7/2013	12 P.M.	10 P.M.	6	4

WORKWEEK HOURS TOTAL: 26

EMPLOYEE SIGNATURE:

Confidential

I 2013

GROSS: $380.00

NET: $380.00

NAME: ARMONDO APOLINAR BARRIOS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	OFF	OFF	0	0
TUESDAY	4/2/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	4/3/2013	9 A.M.	5 P.M.	2	6
THURSDAY	4/4/2013	4 P.M.	10 P.M.	3	4
FRIDAY	4/5/2013	4 P.M.	11 P.M.	2	5
SATURDAY	4/6/2013	11 A.M	11 P.M.	6	6
SUNDAY	4/7/2013	12 P.M.	10 P.M.	5	5

WORKWEEK HOURS TOTAL: 32

EMPLOYEE SIGNATURE:

Confidential

Confidential

GROSS: $300.00

NET: $300.00

NAME: JESSE BOGUE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	OFF	OFF	0	0
TUESDAY	4/2/2013	9 A.M	5 P.M.	3	5
WEDNESDAY	4/3/2013	9 A.M.	5 P.M.	2	6
THURSDAY	4/4/2013	4 P.M.	10 P.M.	4	3
FRIDAY	4/5/2013	4 P.M.	11 P.M.	3.5	3.5
SATURDAY	4/6/2013	11 A.M	11 P.M.	7	5
SUNDAY	4/7/2013	12 P.M.	10 P.M.	6	4

WORKWEEK HOURS TOTAL: 26.5

EMPLOYEE SIGNATURE:

Confidential

GROSS: $216.00

NET: $216.00

NAME: ROSEMARY BROWN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	OFF	OFF	0	0
TUESDAY	4/2/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	4/3/2013	9 A.M.	5 P.M.	3	5
THURSDAY	4/4/2013	4 P.M.	10 P.M.	3	4
FRIDAY	4/5/2013	4 P.M.	11 P.M.	2	5
SATURDAY	4/6/2013	11 A.M	11 P.M.	6	6
SUNDAY	4/7/2013	12 P.M.	10 P.M.	5	5

WORKWEEK HOURS TOTAL: 31

EMPLOYEE SIGNATURE:

Confidential

Confidential

GROSS: $325.00

NET: $325.00

NAME: IVAN CABANAS GONZALES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	OFF	OFF	0	0
TUESDAY	4/2/2013	9 A.M	5 P.M.	2.5	5.5
WEDNESDAY	4/3/2013	9 A.M.	5 P.M.	2	6
THURSDAY	4/4/2013	4 P.M.	10 P.M.	5	2
FRIDAY	4/5/2013	4 P.M.	11 P.M.	3.5	3.5
SATURDAY	4/6/2013	11 A.M	11 P.M.	7	5
SUNDAY	4/7/2013	12 P.M.	10 P.M.	6	4
WORKWEEK HOURS TOTAL:					26

EMPLOYEE SIGNATURE:

Confidential

NT 2013

GROSS: $325.00

NET: $325.00

NAME: ROBERTO JUAREZ CATALINA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	OFF	OFF	0	0
TUESDAY	4/2/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	4/3/2013	9 A.M.	5 P.M.	3	5
THURSDAY	4/4/2013	4 P.M.	10 P.M.	2.5	4.5
FRIDAY	4/5/2013	4 P.M.	11 P.M.	3	4
SATURDAY	4/6/2013	11 A.M	11 P.M.	6	6
SUNDAY	4/7/2013	12 P.M.	10 P.M.	5	5
WORKWEEK HOURS TOTAL:					30.5

EMPLOYEE SIGNATURE:

Confidential

GROSS: $450.00

NET: $300.00

NAME: JUDITH CHESSER

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	OFF	OFF	0	0
TUESDAY	4/2/2013	9 A.M	5 P.M.	8	5
WEDNESDAY	4/3/2013	9 A.M.	5 P.M.	2	6
THURSDAY	4/4/2013	4 P.M.	10 P.M.	4	3
FRIDAY	4/5/2013	4 P.M.	11 P.M.	3.5	3.5
SATURDAY	4/6/2013	11 A.M	11 P.M.	7	5
SUNDAY	4/7/2013	12 P.M.	10 P.M.	6	4

WORKWEEK HOURS TOTAL: 26.5

EMPLOYEE SIGNATURE:

Confidential

GROSS: $325.00

NET: $175.00

NAME: JOSEPH CHESSER

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	OFF	OFF	0	0
TUESDAY	4/2/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	4/3/2013	9 A.M.	5 P.M.	3	5
THURSDAY	4/4/2013	4 P.M.	10 P.M.	2.5	4.5
FRIDAY	4/5/2013	4 P.M.	11 P.M.	3	4
SATURDAY	4/6/2013	11 A.M	11 P.M.	6	6
SUNDAY	4/7/2013	12 P.M.	10 P.M.	5	5

WORKWEEK HOURS TOTAL: 30.5

EMPLOYEE SIGNATURE:

Confidential

Confidential

GROSS: $350.00

NET: $350.00

NAME: INEZ APODACA COLIO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	OFF	OFF	0	0
TUESDAY	4/2/2013	9 A.M	5 P.M.	2.5	5.5
WEDNESDAY	4/3/2013	9 A.M.	5 P.M.	2	6
THURSDAY	4/4/2013	4 P.M.	10 P.M.	5	2
FRIDAY	4/5/2013	4 P.M.	11 P.M.	3.5	3.5
SATURDAY	4/6/2013	11 A.M	11 P.M.	7	5
SUNDAY	4/7/2013	12 P.M.	10 P.M.	6	4

WORKWEEK HOURS TOTAL: 25

EMPLOYEE SIGNATURE: Confidential

GROSS: $325.00

NET: $275.00

NAME: MICHAEL COMEFORD

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	OFF	OFF	0	0
TUESDAY	4/2/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	4/3/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	4/4/2013	4 P.M.	10 P.M.	4	3
FRIDAY	4/5/2013	4 P.M.	11 P.M.	3	6
SATURDAY	4/6/2013	11 A.M	11 P.M.	7	5
SUNDAY	4/7/2013	12 P.M.	10 P.M.	5	5

WORKWEEK HOURS TOTAL: 32.5

EMPLOYEE SIGNATURE: Confidential

GROSS: $325.00

NET: $75.00

NAME: ROOSEVELT CONLEY

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	OFF	OFF	0	0
TUESDAY	4/2/2013	9 A.M	5 P.M.	3	5
WEDNESDAY	4/3/2013	9 A.M.	5 P.M.	2	6
THURSDAY	4/4/2013	4 P.M.	10 P.M.	4	3
FRIDAY	4/5/2013	4 P.M.	11 P.M.	3.5	3.5
SATURDAY	4/6/2013	11 A.M	11 P.M.	7	5
SUNDAY	4/7/2013	12 P.M.	10 P.M.	6	4

WORKWEEK HOURS TOTAL: 26.5

EMPLOYEE SIGNATURE:

Confidential

GROSS: $325.00

NET: $325.00

NAME: VALENTINA HERNANDEZ CORTEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	OFF	OFF	0	0
TUESDAY	4/2/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	4/3/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	4/4/2013	4 P.M.	10 P.M.	4	3
FRIDAY	4/5/2013	4 P.M.	11 P.M.	3	6
SATURDAY	4/6/2013	11 A.M	11 P.M.	7	5
SUNDAY	4/7/2013	12 P.M.	10 P.M.	5	5

WORKWEEK HOURS TOTAL: 32.5

EMPLOYEE SIGNATURE:

Confidential

325 GROSS:

60 NET:

NAME: HARVEY DONALDSON

DAY	DATE	IN	OUT	BREAKS	
MONDAY	4/1/2013	OFF	OFF	0	
TUESDAY	4/2/2013	9 A.M	5 P.M.	2.5	5
WEDNESDAY	4/3/2013	9 A.M.	5 P.M.	2	6
THURSDAY	4/4/2013	4 P.M.	10 P.M.	5	2
FRIDAY	4/5/2013	4 P.M.	11 P.M.	3.5	3.5
SATURDAY	4/6/2013	11 A.M	11 P.M.	7	5
SUNDAY	4/7/2013	12 P.M.	10 P.M.	6	4

WORKWEEK HOURS TOTAL: 26

EMPLOYEE SIGNATURE:

Confidential

INT 2013

GROSS: $350.00

NET: $350.00

NAME: JORGE CARRANZA FLORES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	OFF	OFF	0	0
TUESDAY	4/2/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	4/3/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	4/4/2013	4 P.M.	10 P.M.	4	3
FRIDAY	4/5/2013	4 P.M.	11 P.M.	3	6
SATURDAY	4/6/2013	11 A.M	11 P.M.	7	5
SUNDAY	4/7/2013	12 P.M.	10 P.M.	5	5

WORKWEEK HOURS TOTAL: 32.5

EMPLOYEE SIGNATURE:

Confidential

GROSS: $350.00

NET: $350.00

NAME: MARCO SCANDON FRIAS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	OFF	OFF	0	0
TUESDAY	4/2/2013	9 A.M	5 P.M.	3	5
WEDNESDAY	4/3/2013	9 A.M.	5 P.M.	2	6
THURSDAY	4/4/2013	4 P.M.	10 P.M.	4	3
FRIDAY	4/5/2013	4 P.M.	11 P.M.	3.5	3.5
SATURDAY	4/6/2013	11 A.M	11 P.M.	7	5
SUNDAY	4/7/2013	12 P.M.	10 P.M.	6	4
					26.5

WORKWEEK HOURS TOTAL:

EMPLOYEE SIGNATURE:

Confidential

GROSS: $325.00

NET: $325.00

NAME: LUPITA GALAN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	OFF	OFF	0	0
TUESDAY	4/2/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	4/3/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	4/4/2013	4 P.M.	10 P.M.	3	4
FRIDAY	4/5/2013	4 P.M.	11 P.M.	3	6
SATURDAY	4/6/2013	11 A.M	11 P.M.	7	5
SUNDAY	4/7/2013	12 P.M.	10 P.M.	5	5
					33.5

WORKWEEK HOURS TOTAL:

EMPLOYEE SIGNATURE:

Confidential

GROSS: $325.00

NET: $325.00

NAME: RODOLFO ALVAREZ GARCIA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	OFF	OFF	0	0
TUESDAY	4/2/2013	9 A.M	5 P.M.	2.5	5.5
WEDNESDAY	4/3/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	4/4/2013	4 P.M.	10 P.M.	5.5	1.5
FRIDAY	4/5/2013	4 P.M.	11 P.M.	3.5	3.5
SATURDAY	4/6/2013	11 A.M	11 P.M.	7	5
SUNDAY	4/7/2013	[redacted]	10 P.M.	6	4
WORKWEEK HOURS TOTAL:					26

EMPLOYEE SIGNATURE:

Confidential

GROSS: $470.00

NET: $470.00

NAME: SALVADOR ALVAREZ GARCIA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	OFF	OFF	0	0
TUESDAY	4/2/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	4/3/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	4/4/2013	4 P.M.	10 P.M.	4	3
FRIDAY	4/5/2013	4 P.M.	11 P.M.	3	6
SATURDAY	4/6/2013	11 A.M	11 P.M.	7	5
SUNDAY	4/7/2013	12 P.M.	10 P.M.	5	5
WORKWEEK HOURS TOTAL:					32.5

EMPLOYEE SIGNATURE:

Confidential

GROSS: $350.00

NET: $350.00

NAME: MARIA GUERRA HERNANDEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	OFF	OFF	0	0
TUESDAY	4/2/2013	9 A.M	5 P.M.	3	5
WEDNESDAY	4/3/2013	9 A.M.	5 P.M.	2	6
THURSDAY	4/4/2013	4 P.M.	10 P.M.	4	3
FRIDAY	4/5/2013	4 P.M.	11 P.M.	3.5	3.5
SATURDAY	4/6/2013	11 A.M	11 P.M.	7	5
SUNDAY	4/7/2013	12 P.M.	10 P.M.	6	4

HOURS TOTAL: 25.5

EMPLOYEE SIGNATURE:

Confidential

GROSS: $390.00

NET: $390.00

NAME: ALBERTO SANCHEZ LOPEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	OFF	OFF	0	0
TUESDAY	4/2/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	4/3/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	4/4/2013	4 P.M.	10 P.M.	3	4
FRIDAY	4/5/2013	4 P.M.	11 P.M.	3	6
SATURDAY	4/6/2013	11 A.M	11 P.M.	6.5	5.5
SUNDAY	4/7/2013	12 P.M.	10 P.M.	5	5

HOURS TOTAL: 39

EMPLOYEE SIGNATURE:

Confidential

GROSS: $350.00

NET: $350.00

NAME: PEDRO HERRERA LOZANO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	OFF	OFF	0	0
TUESDAY	4/2/2013	9 A.M	5 P.M.	2.5	5.5
WEDNESDAY	4/3/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	4/4/2013	4 P.M.	10 P.M.	5.5	1.5
FRIDAY	4/5/2013	4 P.M.	11 P.M.	3.5	3.5
SATURDAY	4/6/2013	11 A.M	11 P.M.	7	5
SUNDAY	4/7/2013	12 P.M.	10 P.M.	6	4

WORKWEEK HOURS TOTAL: 26

EMPLOYEE SIGNATURE:

Confidential

GROSS: $235.00

NET: $117.00

NAME: EDWARD MONTEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	OFF	OFF	0	0
TUESDAY	4/2/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	4/3/2013	9 A.M.	5 P.M.	2	6
THURSDAY	4/4/2013	4 P.M.	10 P.M.	3	4
FRIDAY	4/5/2013	4 P.M.	11 P.M.	2	5
SATURDAY	4/6/2013	11 A.M	11 P.M.	6	6
SUNDAY	4/7/2013	12 P.M.	10 P.M.	5	5

WORKWEEK HOURS TOTAL:

EMPLOYEE SIGNATURE:

Confidential

GROSS: $300.00

NET: $300.00

NAME: ISMAEL VIVANCO MONTALVO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	OFF	OFF	0	0
TUESDAY	4/2/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	4/3/2013	9 A.M.	5 P.M.	2.5	6
THURSDAY	4/4/2013	9 A.M	10 P.M.	3	4
FRIDAY	4/5/2013	4 P.M.	11 P.M.	3	5
SATURDAY	4/6/2013	11 A.M	11 P.M.	5.5	6
SUNDAY	4/7/2013	12 P.M.	10 P.M.	5	5

32

INCLUDING EX

HOURS TOTAL:

EMPLOYEE SIGNATURE:

Confidential

GROSS: $350.00

NET: $310.00

NAME: MIGUEL ALARCON NOLASCO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	OFF	OFF	0	0
TUESDAY	4/2/2013	9 A.M	5 P.M.	1	5
WEDNESDAY	4/3/2013	9 A.M.	5 P.M.	2	6
THURSDAY	4/4/2013	4 P.M.	10 P.M.	4	3
FRIDAY	4/5/2013	4 P.M.	11 P.M.	3.5	3.5
SATURDAY	4/6/2013	11 A.M	11 P.M.	7	5
SUNDAY	4/7/2013	12 P.M.	10 P.M.	6	4

INCLUDING EX

HOURS TOTAL:

26.5

EMPLOYEE SIGNATURE:

Confidential

GROSS: $300.00

NET: $100.00

NAME: RICHARD LEE NORWOOD

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	OFF	OFF	0	0
TUESDAY	4/2/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	4/3/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	4/4/2013	4 P.M.	10 P.M.	3	4
FRIDAY	4/5/2013	4 P.M.	11 P.M.	3	8
SATURDAY	4/6/2013	11 A.M	11 P.M.	6.5	5.5
SUNDAY	4/7/2013	12 P.M.	10 P.M.	5	5

WORKWEEK HOURS TOTAL: 38

EMPLOYEE SIGNATURE:

Confidential

PAY: $505.00

NET: $505.00

NAME: JUAN CARLOS FRENANDEZ PAREDES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	OFF	OFF	0	0
TUESDAY	4/2/2013	9 A.M	5 P.M.	2.5	5.5
WEDNESDAY	4/3/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	4/4/2013	4 P.M.	10 P.M.	5.5	1.5
FRIDAY	4/5/2013	4 P.M.	11 P.M.	4.5	2.5
SATURDAY	4/6/2013	11 A.M	11 P.M.	7	5
SUNDAY	4/7/2013	12 P.M.	10 P.M.	6	4

WORKWEEK HOURS TOTAL: 25

EMPLOYEE SIGNATURE:

Confidential

GROSS: $325.00

NET: $325.00

NAME: DIEGO PASOS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	OFF	OFF	0	0
TUESDAY	4/2/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	4/3/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	4/4/2013	4 P.M.	10 P.M.	3	4
FRIDAY	4/5/2013	4 P.M.	11 P.M.	3	6
SATURDAY	4/6/2013	11 A.M	11 P.M.	6.5	5.5
SUNDAY	4/7/2013	12 P.M.	10 P.M.	5	5

WORKWEEK HOURS TOTAL: 39

EMPLOYEE SIGNATURE:

Confidential

GROSS: $350.00

NET: $350.00

NAME: AMANCIO GONZALES ROJAS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	OFF	OFF	0	0
TUESDAY	4/2/2013	9 A.M	5 P.M.	3	5
WEDNESDAY	4/3/2013	9 A.M.	5 P.M.	2	6
THURSDAY	4/4/2013	4 P.M.	10 P.M.	4.5	2.5
FRIDAY	4/5/2013	4 P.M.	11 P.M.	3.5	3.5
SATURDAY	4/6/2013	11 A.M	11 P.M.	7	5
SUNDAY	4/7/2013	12 P.M.	10 P.M.	6	4

WORKWEEK HOURS TOTAL: 25

EMPLOYEE SIGNATURE:

Confidential

GROSS: $350.00

NET: $270.00

NAME: FAUSTINO ABURTO SEDANO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	OFF	OFF	0	0
TUESDAY	4/2/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	4/3/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	4/4/2013	4 P.M.	10 P.M.	3	4
FRIDAY	4/5/2013	4 P.M.	11 P.M.	4	5
SATURDAY	4/6/2013	11 A.M	11 P.M.	5.5	6.5
SUNDAY	4/7/2013	12 P.M.	10 P.M.	5	5

WORKWEEK HOURS TOTAL: 32

EMPLOYEE SIGNATURE:

Confidential

GROSS: $300.00

NET: $300.00

NAME: ED TRASLEVINA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	OFF	OFF	0	0
TUESDAY	4/2/2013	9 A.M	5 P.M.	2.5	5.5
WEDNESDAY	4/3/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	4/4/2013	4 P.M.	10 P.M.	5.5	1.5
FRIDAY	4/5/2013	4 P.M.	11 P.M.	4.5	2.5
SATURDAY	4/6/2013	11 A.M	11 P.M.	7	5
SUNDAY	4/7/2013	12 P.M.	10 P.M.	6	4

WORKWEEK HOURS TOTAL: 25

EMPLOYEE SIGNATURE:

Confidential

GROSS: $325.00

NET: $150.00

NAME: JESUS VERDUGO SR

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	OFF	OFF	0	0
TUESDAY	4/2/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	4/3/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	4/4/2013	4 P.M.	10 P.M.	3	4
FRIDAY	4/5/2013	4 P.M.	11 P.M.	3	6
SATURDAY	4/6/2013	11 A.M	11 P.M.	6.5	5.5
SUNDAY	4/7/2013	12 P.M.	10 P.M.	5	5

WORKWEEK HOURS TOTAL: 33

EMPLOYEE SIGNATURE:

Confidential

GROSS: $300.00

NET: $100.00

NAME: PATTY WEST

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/1/2013	OFF	OFF	0	0
TUESDAY	4/2/2013	9 A.M	5 P.M.	3	5
WEDNESDAY	4/3/2013	9 A.M.	5 P.M.	2	6
THURSDAY	4/4/2013	4 P.M.	10 P.M.	4.5	2.5
FRIDAY	4/5/2013	4 P.M.	11 P.M.	3.5	3.5
SATURDAY	4/6/2013	11 A.M	11 P.M.	7	5
SUNDAY	4/7/2013	12 P.M.	10 P.M.	6	4

WORKWEEK HOURS TOTAL: 26

EMPLOYEE SIGNATURE:

Confidential

BAY POINT	APRIL 1 -7, 2013	RIDE	BASE PAY	EXTRA PAY	THIS WEEK	DRAWS	UNIFORMS	SAVINGS	RENT	ID	TOTAL DED	NET PA
ADAME	ROMAN, RODRIGUEZ	GIANT WHEEL	380.00		380.00						-	380.00
ALVARADO	MIGUEL ANGEL PONCE	CLIFF HANGER	325.00		325.00						-	325.00
APODACA	VICTOR, VASQUEZ	GIANT WHEEL	350.00	0.00	350.00						-	350.00
APOLINAR	ARMONDO BARRIOS	SUPER SHOT	380.00		380.00						-	380.00
BOGUE	JESSE	OFFICE	300.00		300.00						-	300.00
BROWN	ROSEMARY	GRAVITRON	325.00	(109.00)	216.00						-	216.00
CABANAS	IVAN GONZALES	GIANT WH/TILT	325.00	0.00	325.00						-	325.00
CATALINA	ROBERTO JUAREZ	GIANT WHEEL	325.00	0.00	325.00						-	325.00
CHESSER	JUDITH	OFFICE	450.00		450.00			150.00			150.00	300.00
CHESSER	JOSEPH	SHREK	325.00		325.00			100.00	50.00	B	150.00	175.00
COLIO	INES, APODACA	JUMP AROUND	350.00		350.00						-	350.00
COMERFORD	MICHAEL	LOLLIES	325.00		325.00				50.00	B	50.00	275.00
CONLEY	ROOSEVELT	AMERICANA	325.00		325.00	100.00		100.00	50.00	B	250.00	75.00
CORTES	VALENTINA HERNANDEZ	JUMP AROUND	325.00		325.00						-	325.00
DONALDSON	HARVEY	LOLLIES	325.00		325.00	40.00		200.00	25.00	B	265.00	60.00
FLORES	JORGE, ARMONDO CARRANZA	GIANT WH/GRAVITRON	350.00	0.00	350.00						-	350.00
FRIAS	MARCO, ANTONIO SCANDON	YO YO	350.00		350.00						-	350.00
GALAN	GALLAN, LUPITA	MARDI GRAS	325.00		325.00							325.00
GARCIA	RODOLFO, ALVAREZ	TEA CUPS	325.00		325.00						-	325.00
GARCIA	SALVADOR, ALVAREZ	DRIVER/YO YO	430.00	40.00	470.00						-	470.00
HERNANDEZ	MARIA, ISABEL GUERRA	MARDI GRAS	350.00		350.00						-	350.00
LOPEZ	ALBERTO, LUIS SANCHEZ	DRIVER/GIANT WHEEL	350.00	40.00	390.00						-	390.00
LOZANO	PEDRO HERRERA	TILT	350.00		350.00						-	350.00
MONTEZ	EDWARD	AMERICANA	325.00		235.00	118.00		-			118.00	117.00
MONTALVO	ISMAEL, VIVANCO	DRIVER/FOOD	300.00		300.00						-	300.00
NOLASCO	MIGUEL, ANGEL ALARCON	SUPER SHOT	350.00		350.00	40.00					40.00	310.00
NORWOOD	RICHARD, LEE	OFFICE	300.00		300.00	200.00					200.00	100.00
PAREDES	JUAN CARLOS FERNANDEZ	INDIO	505.00		505.00						-	505.00
PASOS	DIEGO	ORIENT	325.00		325.00						-	325.00
ROJAS	AMANCIO, GONZALES	TILT	350.00		350.00						-	350.00
SEDANO	FAUSTINO, ABURTO	TEA CUPS	350.00		350.00	80.00					80.00	270.00
TRASLEVINA	ED	SHOP/DRIVER	300.00		300.00						-	300.00

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VERDUGO SR	JESUS	SHREK	325.00		325.00	100.00	25.00	-	50.00	B	175.00	150.00
WEST	PATTY	OFFICE	300.00		300.00	200.00					200.00	100.00
		TOTALS=	23,765.00		11,576.00	878.00	25.00	550.00	225.00		1,678.00	9,898.00
											SAVINGS=	550.00
											RENT=	225.00
												10,673.00

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Butler000921

DALLY CITY

2013

04/08/2013 -
04/14/2013

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DALY CITY
APRIL 11-14, 2013

JUDY JOYCE

DAY	HOURS	DRAWS	MISC. CHGS.	OVER/SHORT
CARRY FROM LAST WEEK				
MONDAY				
TUESDAY				
WEDNESDAY				
THURSDAY	4.26			
FRIDAY	5.25			
SATURDAY	8.25			
SUNDAY	9.00		25.00	
TOTALS	26.75	0.00	25.00	0.00

GROSS	228.71
SAVINGS	0.00
DRAWS	0.00
RENT/MISC	25.00
OVER/SHORT	0.00
NET PAY	203.71

SIGNATURE [redacted] Confidential

DALY CITY
APRIL 11-14, 2013

APRIL SOLMES

DAY	HOURS	DRAWS	MISC. CHGS.	OVER/SHORT
CARRY FROM LAST WEEK				
MONDAY				
TUESDAY				
WEDNESDAY				
THURSDAY	3.50	20.00		
FRIDAY	4.00			23.00
SATURDAY	9.00			-21.00
SUNDAY	9.50		25.00	-4.00
TOTALS	26.00	20.00	25.00	-2.00

GROSS	222.30
SAVINGS	0.00
DRAWS	20.00
RENT/MISC	25.00
OVER/SHORT	-2.00
NET PAY	175.30

SIGNATURE [redacted] Confidential

DALY CITY
APRIL 11-14, 2013

TAMMY CUETO

DAY	HOURS	DRAWS	MISC. CHGS.	OVER/SHORT
CARRY FROM LAST WEEK				
MONDAY				
TUESDAY				
WEDNESDAY				
THURSDAY	3.50			
FRIDAY	4.00		25.00	
SATURDAY	9.25			-1.00
SUNDAY	9.00			-9.00
TOTALS	25.75	0.00	25.00	-10.00

GROSS	220.16
SAVINGS	0.00
DRAWS	0.00
RENT/MISC	25.00
OVER/SHORT	-10.00
NET PAY	185.16

SIGNATURE: [redacted] Confidential

DALY CITY
APRIL 11-14, 2013

RHONDA FLEMMING

DAY	HOURS	DRAWS	MISC. CHGS.	OVER/SHORT
CARRY FROM LAST WEEK	0.00	0.00	0.00	0.00
MONDAY	0.00	0.00	0.00	0.00
TUESDAY	0.00	0.00	0.00	0.00
WEDNESDAY	0.00	0.00	0.00	0.00
THURSDAY	3.00	40.00	0.00	-9.00
FRIDAY	4.50	0.00	0.00	4.00
SATURDAY	8.25	20.00	0.00	-1.00
SUNDAY	9.25	0.00	25.00	3.00
TOTALS	25.00	60.00	25.00	-3.00

GROSS	213.75
SAVINGS	0.00
DRAWS	60.00
RENT/MISC	25.00
OVER/SHORT	-3.00
NET PAY	125.75

Signature [redacted] Confidential

BUTLER AMUSEMENTS, INC.
DALY CITY
APRIL 11 - 14, 2013

	GROSS	NET
JUDY JOYCE	228.71	203.71
APRIL SOLMES	222.30	175.30
TAMMY CUETO	220.16	185.16
RHONDA FLEMMING	213.75	125.75
TOTALS	884.93	689.93

Butler's Exh. 26, p. 925
Butler00925

GROSS: $380.00

NET: $380.00

NAME: TITO TRIANO ALVAREZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	OFF	OFF	0	0
TUESDAY	4/9/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	4/10/2013	9 A.M.	5 P.M.	2	6
THURSDAY	4/11/2013	4 P.M.	10 P.M.	3	4
FRIDAY	4/12/2013	4 P.M.	11 P.M.	2	5
SATURDAY	4/13/2013	11 A.M	11 P.M.	6	6
SUNDAY	4/14/2013	12 P.M.	10 P.M.	5	5

WORKWEEK HOURS TOTAL: 32

EMPLOYEE SIGNATURE:

[redacted]

GROSS: $325.00

NET: $325.00

NAME: MIGUEL ANGEL PONCE ALVARADO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	OFF	OFF	0	0
TUESDAY	4/9/2013	9 A.M	5 P.M.	3	5
WEDNESDAY	4/10/2013	9 A.M.	5 P.M.	2	6
THURSDAY	4/11/2013	4 P.M.	10 P.M.	4	3
FRIDAY	4/12/2013	4 P.M.	11 P.M.	3.5	3.5
SATURDAY	4/13/2013	11 A.M	11 P.M.	7	5
SUNDAY	4/14/2013	12 P.M.	10 P.M.	6	4

WORKWEEK HOURS TOTAL: 20.5

EMPLOYEE SIGNATURE:

[redacted]

GROSS: $350.00

NET: $350.00

NAME: JUAN CARLOS VASQUEZ APODACA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	OFF	OFF	0	0
TUESDAY	4/9/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	4/10/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	4/11/2013	4 P.M.	10 P.M.	2.5	4.5
FRIDAY	4/12/2013	4 P.M.	11 P.M.	3	4
SATURDAY	4/13/2013	11 A.M	11 P.M.	6	6
SUNDAY	4/14/2013	12 P.M.	10 P.M.	5	5

WORKWEEK HOURS TOTAL: 32

EMPLOYEE SIGNATURE:

[redacted]

GROSS: $300.00

NET: $300.00

NAME: JESSE BOGUE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	OFF	OFF	0	0
TUESDAY	4/9/2013	9 A.M	5 P.M.	2.5	5.5
WEDNESDAY	4/10/2013	9 A.M.	5 P.M.	2	6
THURSDAY	4/11/2013	4 P.M.	10 P.M.	5	2
FRIDAY	4/12/2013	4 P.M.	11 P.M.	3.5	3.5
SATURDAY	4/13/2013	11 A.M	11 P.M.	7	5
SUNDAY	4/14/2013	12 P.M.	10 P.M.	6	4

WORKWEEK HOURS TOTAL: 25

EMPLOYEE SIGNATURE:

Confidential

PAY: $450.00

NET: $300.00

NAME: JUDITH CHESSER

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	OFF	OFF	0	0
TUESDAY	4/9/2013	9 A.M	5 P.M.	2.5	5.5
WEDNESDAY	4/10/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	4/11/2013	4 P.M.	10 P.M.	5.5	1.5
FRIDAY	4/12/2013	4 P.M.	11 P.M.	4.5	2.5
SATURDAY	4/13/2013	11 A.M	11 P.M.	7	5
SUNDAY	4/14/2013	12 P.M.	10 P.M.	6	4

WORKWEEK HOURS TOTAL: 25

EMPLOYEE SIGNATURE:

Confidential

GROSS: $325.00

NET: $175.00

NAME: JOSEPH CHESSER

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	OFF	OFF	0	0
TUESDAY	4/9/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	4/10/2013	9 A.M.	5 P.M.	2	6
THURSDAY	4/11/2013	4 P.M.	10 P.M.	3	4
FRIDAY	4/12/2013	4 P.M.	11 P.M.	2	5
SATURDAY	4/13/2013	11 A.M	11 P.M.	6	6
SUNDAY	4/14/2013	12 P.M.	10 P.M.	5	5

WORKWEEK HOURS TOTAL:

EMPLOYEE SIGNATURE:

Confidential

GROSS: $350.00

NET: $350.00

NAME: INES APODACA COLIO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	OFF	OFF	0	0
TUESDAY	4/9/2013	9 A.M	5 P.M.	3	5
WEDNESDAY	4/10/2013	9 A.M.	5 P.M.	2	6
THURSDAY	4/11/2013	4 P.M.	10 P.M.	4	3
FRIDAY	4/12/2013	4 P.M.	11 P.M.	3.5	3.5
SATURDAY	4/13/2013	11 A.M	11 P.M.	7	5
SUNDAY	4/14/2013	12 P.M.	10 P.M.	6	4

WORKWEEK HOURS TOTAL: 25.5

EMPLOYER SIGNATURE:

Confidential

GROSS: $325.00

NET: $275.00

NAME: MICHAEL COMERFORD

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	OFF	OFF	0	0
TUESDAY	4/9/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	4/10/2013	9 A.M.	5 P.M.	3	5
THURSDAY	4/11/2013	4 P.M.	10 P.M.	3	4
FRIDAY	4/12/2013	4 P.M.	11 P.M.	2	5
SATURDAY	4/13/2013	11 A.M	11 P.M.	6	6
SUNDAY	4/14/2013	12 P.M.	10 P.M.	5	5

WORKWEEK HOURS TOTAL: 31

EMPLOYEE SIGNATURE:

Confidential

GROSS: $325.00

NET: $55.00

NAME: ROOSEVELT CONLEY

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	OFF	OFF	0	0
TUESDAY	4/9/2013	9 A.M	5 P.M.	2.5	5.5
WEDNESDAY	4/10/2013	9 A.M.	5 P.M.	2	6
THURSDAY	4/11/2013	4 P.M.	10 P.M.	5	2
FRIDAY	4/12/2013	4 P.M.	11 P.M.	3.5	3.5
SATURDAY	4/13/2013	11 A.M	11 P.M.	7	5
SUNDAY	4/14/2013	12 P.M.	10 P.M.		4

WORKWEEK HOURS TOTAL: 26

EMPLOYEE SIGNATURE:

Confidential

GROSS: $244.00

NET: $164.00

NAME: EMILIO CORONA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	OFF	OFF	0	0
TUESDAY	4/9/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	4/10/2013	9 A.M.	5 P.M.	3	5
THURSDAY	4/11/2013	4 P.M.	10 P.M.	2.5	4.5
FRIDAY	4/12/2013	4 P.M.	11 P.M.	3	4
SATURDAY	4/13/2013	11 A.M	11 P.M.	6	6
SUNDAY	4/14/2013	12 P.M.	10 P.M.	5	5

WORKWEEK HOURS TOTAL: 30.5

EMPLOYEE SIGNATURE:

Confidential

GROSS: $325.00

NET: $325.00

NAME: VALENTINA HERNANDEZ CORTEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	OFF	OFF	0	0
TUESDAY	4/9/2013	9 A.M	5 P.M.	3	5
WEDNESDAY	4/10/2013	9 A.M.	5 P.M.	2	6
THURSDAY	4/11/2013	4 P.M.	10 P.M.	4	3
FRIDAY	4/12/2013	4 P.M.	11 P.M.	3.5	3.5
SATURDAY	4/13/2013	11 A.M	11 P.M.	7	5
SUNDAY	4/14/2013	12 P.M.	10 P.M.	6	4

WORKWEEK HOURS TOTAL: 26.5

EMPLOYEE SIGNATURE:

Confidential

GROSS: $325.00

NET: $60.00

NAME: HARVEY DONALDSON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	OFF	OFF	0	0
TUESDAY	4/9/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	4/10/2013	9 A.M.	5 P.M.	3	5
THURSDAY	4/11/2013	4 P.M.	10 P.M.	2.5	4.5
FRIDAY	4/12/2013	4 P.M.	11 P.M.	3	4
SATURDAY	4/13/2013	11 A.M	11 P.M.	6	6
SUNDAY	4/14/2013	12 P.M.	10 P.M.	5	5

WORKWEEK HOURS TOTAL: 30.5

EMPLOYEE SIGNATURE:

Confidential

GROSS: $420.00

NET: $420.00

NAME: EDGAR OSVALDO CARRANZA FLORES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	OFF	OFF	0	0
TUESDAY	4/9/2013	9 A.M	5 P.M.	2.5	5.5
WEDNESDAY	4/10/2013	9 A.M.	5 P.M.	2	6
THURSDAY	4/11/2013	4 P.M.	10 P.M.	5	2
FRIDAY	4/12/2013	4 P.M.	11 P.M.	3.5	3.5
SATURDAY	4/13/2013	11 A.M	11 P.M.	7	5
SUNDAY	4/14/2013	12 P.M.	10 P.M.	6	4

WORKWEEK HOURS TOTAL: 26

EMPLOYEE SIGNATURE:

Confidential

GROSS: $350.00

NET: $350.00

NAME: MARCO ANTONIO SCANDON FRIAS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	OFF	OFF	0	0
TUESDAY	4/9/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	4/10/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	4/11/2013	4 P.M.	10 P.M.	4	3
FRIDAY	4/12/2013	4 P.M.	11 P.M.	3	6
SATURDAY	4/13/2013	11 A.M	11 P.M.	7	5
SUNDAY	4/14/2013	12 P.M.	10 P.M.	5	5

WORKWEEK HOURS TOTAL: 32.5

EMPLOYEE SIGNATURE:

Confidential

GROSS: $325.00

NET: $325.00

NAME: LUPITA GALAN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	OFF	OFF	0	0
TUESDAY	4/9/2013	9 A.M	5 P.M.	3	5
WEDNESDAY	4/10/2013	9 A.M.	5 P.M.	2	6
THURSDAY	4/11/2013	4 P.M.	10 P.M.	4	3
FRIDAY	4/12/2013	4 P.M.	11 P.M.	3.5	3.5
SATURDAY	4/13/2013	11 A.M	11 P.M.	7	5
SUNDAY	4/14/2013	12 P.M.	10 P.M.	6	4

WORKWEEK HOURS TOTAL: 26.5

EMPLOYEE SIGNATURE:

Confidential

GROSS: $325.00

NET: $325.00

NAME: RODOLFO ALVAREZ GARCIA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	OFF	OFF	0	0
TUESDAY	4/9/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	4/10/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	4/11/2013	4 P.M.	10 P.M.	4	3
FRIDAY	4/12/2013	4 P.M.	11 P.M.	3	6
SATURDAY	4/13/2013	11 A.M	11 P.M.	7	5
SUNDAY	4/14/2013	12 P.M.	10 P.M.	5	5

WORKWEEK HOURS TOTAL: 32.5

EMPLOYEE SIGNATURE:

Confidential

GROSS: $470.00

NET: $470.00

NAME: SALVADOR ALVAREZ GARCIA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	OFF	OFF	0	0
TUESDAY	4/9/2013	9 A.M	5 P.M.	2.5	5.5
WEDNESDAY	4/10/2013	9 A.M.	5 P.M.	2	6
THURSDAY	4/11/2013	4 P.M.	10 P.M.	5	2
FRIDAY	4/12/2013	4 P.M.	11 P.M.	3.5	3.5
SATURDAY	4/13/2013	11 A.M	11 P.M.	7	5
SUNDAY	4/14/2013	12 P.M.	[illegible]	[illegible]	4

WORKWEEK HOURS TOTAL: 26

EMPLOYEE SIGNATURE:

Confidential

GROSS: $350.00

NET: $350.00

NAME: MARIA ISABEL GUERRA HERNANDEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	OFF	OFF	0	0
TUESDAY	4/9/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	4/10/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	4/11/2013	4 P.M.	10 P.M.	4	3
FRIDAY	4/12/2013	4 P.M.	11 P.M.	3	6
SATURDAY	4/13/2013	11 A.M	11 P.M.	7	5
SUNDAY	4/14/2013	12 P.M.	10 P.M.	5	5

WORKWEEK HOURS TOTAL: 32.5

EMPLOYEE SIGNATURE:

Confidential

GROSS: $350.00

NET: $310.00

NAME: PEDRO HERRERA LOZANO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	OFF	OFF	0	0
TUESDAY	4/9/2013	9 A.M	5 P.M.	3	5
WEDNESDAY	4/10/2013	9 A.M.	5 P.M.	2	6
THURSDAY	4/11/2013	4 P.M.	10 P.M.	4	3
FRIDAY	4/12/2013	4 P.M.	11 P.M.	3.5	3.5
SATURDAY	4/13/2013	11 A.M	11 P.M.	7	5
SUNDAY	4/14/2013	12 P.M.	10 P.M.	6	4

WORKWEEK HOURS TOTAL: 26.5

EMPLOYEE SIGNATURE:

[redacted]

GROSS: $244.00

NET: $164.00

NAME: RAPHAEL MADRID

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	OFF	OFF	0	0
TUESDAY	4/9/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	4/10/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	4/11/2013	4 P.M.	10 P.M.	3	4
FRIDAY	4/12/2013	4 P.M.	11 P.M.	3	6
SATURDAY	4/13/2013	11 A.M	11 P.M.	7	5
SUNDAY	4/14/2013	12 P.M.	10 P.M.	5	5

WORKWEEK HOURS TOTAL: 32.5

EMPLOYEE SIGNATURE:

[redacted]

GROSS: $300.00

NET: $300.00

NAME: ISMAEL VIVANCO MONTALVO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	OFF	OFF	0	0
TUESDAY	4/9/2013	9 A.M	5 P.M.	2.5	5.5
WEDNESDAY	4/10/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	4/11/2013	4 P.M.	10 P.M.	5.5	1.5
FRIDAY	4/12/2013	4 P.M.	11 P.M.	3.5	3.5
SATURDAY	4/13/2013	11 A.M	11 P.M.	7	5
SUNDAY	4/14/2013	12 P.M.	10 P.M.	6	4

WORKWEEK HOURS TOTAL: 26

EMPLOYEE SIGNATURE:

[redacted]

Confidential

GROSS: $350.00

NET: $310.00

NAME: MIGUEL ANGEL ALARCON NOLASCO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	OFF	OFF	0	0
TUESDAY	4/9/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	4/10/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	4/11/2013	4 P.M.	10 P.M.	4	3
FRIDAY	4/12/2013	4 P.M.	11 P.M.	3	6
SATURDAY	4/13/2013	11 A.M	11 P.M.	7	5
SUNDAY	4/14/2013	12 P.M.	10 P.M.	5	5

WORKWEEK HOURS TOTAL: 32.5

EMPLOYEE SIGNATURE:

[redacted]

GROSS: $300.00

NET: $300.00

NAME: RICHARD NORWOOD

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	OFF	OFF	0	0
TUESDAY	4/9/2013	9 A.M	5 P.M.	3	5
WEDNESDAY	4/10/2013	9 A.M.	5 P.M.	2	6
THURSDAY	4/11/2013	4 P.M.	10 P.M.	4	3
FRIDAY	4/12/2013	4 P.M.	11 P.M.	3.5	3.5
SATURDAY	4/13/2013	11 A.M	11 P.M.	6	5
SUNDAY	4/14/2013	12 P.M.	10 P.M.	6	4

WORKWEEK HOURS TOTAL: 26.5

EMPLOYEE SIGNATURE:

[redacted]

GROSS: $505.00

NET: $505.00

NAME: JUAN CARLOS FERNANDEZ PAREDES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	OFF	OFF	0	0
TUESDAY	4/9/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	4/10/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	4/11/2013	4 P.M.	10 P.M.	3	4
FRIDAY	4/12/2013	4 P.M.	11 P.M.	3	6
SATURDAY	4/13/2013	11 A.M	11 P.M.	6.5	5.5
SUNDAY	4/14/2013	12 P.M.	10 P.M.	5	5

WORKWEEK HOURS TOTAL: 39

EMPLOYEE SIGNATURE:

[redacted]

GROSS: $325.00

NET: $325.00

NAME: DIEGO PASOS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	OFF	OFF	0	0
TUESDAY	4/9/2013	9 A.M	5 P.M.	2.5	6.5
WEDNESDAY	4/10/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	4/11/2013	4 P.M.	10 P.M.	5.5	1.5
FRIDAY	4/12/2013	4 P.M.	11 P.M.	3.5	3.5
SATURDAY	4/13/2013	11 A.M	11 P.M.	7	5
SUNDAY	4/14/2013	12 P.M.	10 P.M.	6	4

WORKWEEK HOURS TOTAL: 26

EMPLOYEE SIGNATURE:

Confidential

GROSS: $325.00

NET: $245.00

NAME: SABRINA REYNOLDS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	OFF	OFF	0	0
TUESDAY	4/9/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	4/10/2013	9 A.M.	5 P.M.	2.5	6
THURSDAY	4/11/2013	9 A.M	10 P.M.	3	4
FRIDAY	4/12/2013	4 P.M.	11 P.M.	3	5
SATURDAY	4/13/2013	11 A.M	11 P.M.	6.5	6
SUNDAY	4/14/2013	12 P.M.	10 P.M.	5	5

WORKWEEK HOURS TOTAL: 32

EMPLOYEE SIGNATURE:

Confidential

GROSS: $350.00

NET: $350.00

NAME: AMANCIO GONZALES ROJAS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	OFF	OFF	0	0
TUESDAY	4/9/2013	9 A.M	5 P.M.	3	5
WEDNESDAY	4/10/2013	9 A.M.	5 P.M.	2	6
THURSDAY	4/11/2013	4 P.M.	10 P.M.	4	3
FRIDAY	4/12/2013	4 P.M.	11 P.M.	9.5	3.5
SATURDAY	4/13/2013	11 A.M	11 P.M.	7	5
SUNDAY	4/14/2013	12 P.M.	10 P.M.	6	4

WORKWEEK HOURS TOTAL: 26.5

EMPLOYEE SIGNATURE:

Confidential

GROSS: $350.00

NET: $45.00

NAME: HUEY TORRENCE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	OFF	OFF	0	0
TUESDAY	4/9/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	4/10/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	4/11/2013	4 P.M.	10 P.M.	3	4
FRIDAY	4/12/2013	4 P.M.	11 P.M.	3	6
SATURDAY	4/13/2013	11 A.M	11 P.M.	6.5	5.5
SUNDAY	4/14/2013	12 P.M.	10 P.M.	5	5

WORKWEEK HOURS TOTAL: 33

EMPLOYEE SIGNATURE:

Confidential

GROSS: $350.00

NET: $270.00

NAME: FAUSTINO ABURTO SEDANO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	OFF	OFF	0	0
TUESDAY	4/9/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	4/10/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	4/11/2013	4 P.M.	10 P.M.	3	4
FRIDAY	4/12/2013	4 P.M.	11 P.M.	3	6
SATURDAY	4/13/2013	11 A.M	11 P.M.	6.5	5.5
SUNDAY	4/14/2013	12 P.M.	10 P.M.	5	5

WORKWEEK HOURS TOTAL: 33

EMPLOYEE SIGNATURE:

Confidential

GROSS: $300.00

NET: $300.00

NAME: ED TRASLEVINA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	OFF	OFF	0	0
TUESDAY	4/9/2013	9 A.M	5 P.M.	3	5
WEDNESDAY	4/10/2013	9 A.M.	5 P.M.	2	6
THURSDAY	4/11/2013	4 P.M.	10 P.M.	4.5	2.5
FRIDAY	4/12/2013	4 P.M.	11 P.M.	3.5	3.5
SATURDAY	4/13/2013	11 A.M	11 P.M.	7	5
SUNDAY	4/14/2013	12 P.M.	10 P.M.	6	4

WORKWEEK HOURS TOTAL: 25

EMPLOYEE SIGNATURE:

Confidential

GROSS: $325.00

NET: $155.00

NAME: JESUS VERDUGO SR

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	OFF	OFF	0	0
TUESDAY	4/9/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	4/10/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	4/11/2013	4 P.M.	10 P.M.	3	4
FRIDAY	4/12/2013	4 P.M.	11 P.M.	4	5
SATURDAY	4/13/2013	11 A.M	11 P.M.	5.5	6.5
SUNDAY	4/14/2013	12 P.M.	10 P.M.	[illegible]	5

WORKWEEK HOURS TOTAL: 32

EMPLOYEE SIGNATURE:

Confidential

GROSS: $300.00

NET: $300.00

NAME: PATTY WEST

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	OFF	OFF	0	0
TUESDAY	4/9/2013	9 A.M	5 P.M.	2.5	5.5
WEDNESDAY	4/10/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	4/11/2013	4 P.M.	10 P.M.	5.5	1.5
FRIDAY	4/12/2013	4 P.M.	11 P.M.	4.5	2.5
SATURDAY	4/13/2013	11 A.M	11 P.M.	7	5
SUNDAY	4/14/2013	12 P.M.	10 P.M.	6	4

WORKWEEK HOURS TOTAL: 25

EMPLOYEE SIGNATURE:

Confidential

DALY CITY	APRIL 8 - 14, 2013	RIDE	BASE PAY	EXTRA PAY	THIS WEEK	DRAWS	UNIFORMS	SAVINGS	RENT	ID	TOTAL DED	NET PAY
ALVAREZ	TITO, TRIANO	1001	380.00		380.00						-	380.00
ALVARADO	MIGUEL ANGEL PONCE	ORIENT	325.00		325.00						-	325.00
APODACA	JUAN CARLOS, VASQUEZ	GRAVITRON	350.00		350.00						-	350.00
BOGUE	JESSE	OFFICE	300.00		300.00						-	300.00
CHESSER	JUDITH	OFFICE	450.00		450.00			150.00			150.00	300.00
CHESSER	JOSEPH	RING	325.00		325.00			100.00	50.00	B	150.00	175.00
COLIO	INES, APODACA	JUMP AROUND	350.00		350.00						-	350.00
COMERFORD	MICHAEL	AMERICANA/LOLLIES	325.00		325.00				50.00	B	50.00	275.00
CONLEY	ROOSEVELT	AMERICANA	325.00		325.00	120.00		100.00	50.00	B	270.00	55.00
CORONA	EMILIO	MARDI GRAS	325.00		244.00	80.00					80.00	164.00
CORTEZ	VALENTINA HERNANDEZ	JUMP AROUND	325.00		325.00						-	325.00
DONALDSON	HARVEY	LOLLIES	325.00		325.00	40.00		200.00	25.00	B	265.00	60.00
FLORES	EDGAR, OSVALDO CARRANZA	DRIVER/CYCLE JUMP	380.00	40.00	420.00						-	420.00
FRIAS	MARCO, ANTONIO SCANDON	YO YO	350.00		350.00						-	350.00
GALAN	GALLAN, LUPITA	MARDI GRAS	325.00		325.00							325.00
GARCIA	RODOLFO, ALVAREZ	1001	325.00		325.00						-	325.00
GARCIA	SALVADOR, ALVAREZ	DRIVER/YO YO	430.00	40.00	470.00						-	470.00
HERNANDEZ	MARIA, ISABEL GUERRA	TEA CUPS	350.00		350.00						-	350.00
LOZANO	PEDRO HERRERA	TILT	350.00		350.00	40.00					40.00	310.00
MADRID	RAPHAEL	SHREK	325.00		244.00	80.00					80.00	164.00
MONTALVO	ISMAEL, VIVANCO	DRIVER/FOOD	300.00		300.00						-	300.00
NOLASCO	MIGUEL, ANGEL ALARCON	CYCLE JUMP	350.00		350.00	40.00					40.00	310.00
NORWOOD	RICHARD, LEE	OFFICE	300.00		300.00						-	300.00
PAREDES	JUAN CARLOS FERNANDEZ	DRIVER	505.00		505.00						-	505.00
PASOS	DIEGO	ORIENT	325.00		325.00						-	325.00
REYNOLDS	SABRINA	GRAVITRON	325.00		325.00	80.00					80.00	245.00
ROJAS	AMANCIO, GONZALES	TILT	350.00		350.00						-	350.00
TORRENCE	HUEY	RING	350.00		350.00	80.00		50.00	175.00		305.00	45.00
SEDANO	FAUSTINO, ABURTO	TEA CUPS	350.00		350.00	80.00					80.00	270.00
TRASLEVINA	ED	SHOP/DRIVER	300.00		300.00						-	300.00
VERDUGO SR	JESUS	SHREK	325.00		325.00	120.00		-	50.00	B	170.00	155.00
WEST	PATTY	OFFICE	300.00		300.00						-	300.00
		TOTALS=	24,415.00		11,328.00	760.00		600.00	400.00		1,760.00	9,568.00
											SAVINGS=	600.00
											RENT=	400.00
												10,568.00

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TRACY

2013

(M)

04/08/2013 -
04/14/2013

TRACY
APRIL 11-14, 2013

CHLOE NORWOOD

DAY	HOURS	DRAWS	MISC. CHGS.	OVER/SHORT
CARRY FROM LAST WEEK				
MONDAY				
TUESDAY				
WEDNESDAY				
THURSDAY	5.00			25.00
FRIDAY	6.00		20.00	-51.00
SATURDAY	11.00			
SUNDAY	10.00	10.00	50.00	
TOTALS	32.00	10.00	70.00	-26.00

GROSS	274.00
DRAWS	10.00
RENT/MISC	70.00
OVER/SHORT	-26.00
NET PAY	168.00

rent for trailer
20 a week thru
week one of
san mateo, 15 after that

RECEIVED: [redacted] Confidential

TRACY
APRIL 11-14, 2013

DON WYATT

DAY	HOURS	DRAWS	MISC. CHGS.	OVER/SHORT
CARRY FROM LAST WEEK		50.00		-19.00
MONDAY				
TUESDAY		40.00		
WEDNESDAY				
THURSDAY	5.00	40.00		-9.00
FRIDAY	6.00			80.00
SATURDAY	11.00	40.00		-17.00
SUNDAY	10.00	10.00		-43.00
TOTALS	32.00	180.00		-8.00

GROSS	274.00
DRAWS	180.00
RENT/MISC	
OVER/SHORT	-8.00
NET PAY	86.00

RECEIVED: [redacted] Confidential

TRACY
APRIL 11-14, 2013

GINA RUSSELL

DAY	HOURS	DRAWS	MISC. CHGS.	OVER/SHORT
CARRY FROM LAST WEEK				
MONDAY				
TUESDAY				
WEDNESDAY				
THURSDAY	5.00			
FRIDAY	6.00			
SATURDAY	11.00			4.00
SUNDAY	10.00	10.00	50.00	
TOTALS	32.00	10.00	50.00	4.00

GROSS	274.00
DRAWS	10.00
RENT/MISC	50.00
OVER/SHORT	4.00
NET PAY	218.00

RECEIVED: [redacted] Confidential

Butler's Exh.

NET: 400.00
GROSS 400.00

NAME: RANDALL ACKERMAN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	DAY	OFF	DAY	OFF
TUESDAY	4/9/2013	9 A.M	5 P.M.	2	6.00
WEDNESDAY	4/10/2013	9 A.M.	5 P.M.	2	6.00
THURSDAY	4/11/2013	4:00 PM	10:00 PM	2	4.00
FRIDAY	4/12/2013	4:00 PM	11:00 PM	3	4.00
SATURDAY	4/13/2013	NOON	11:00 PM	4	7.00
SUNDAY	4/14/2013	NOON	MIDNIGHT	4	8.00

WORKWEEK HOURS TOTAL: 35.00

Confidential

EMPLOYEE SIGNATURE:

NET: 380.00
GROSS 380.00

NAME: ROMAN RODRIGUEZ ADAME

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	DAY	OFF	DAY	OFF
TUESDAY	4/9/2013	9 A.M	5:00 PM	3	5.0
WEDNESDAY	4/10/2013	9 A.M.	5:00 PM	2	6.0
THURSDAY	4/11/2013	4:00 PM	10:00 PM	2	4.0
FRIDAY	4/12/2013	4:00 PM	11:00 PM	1	6.0
SATURDAY	4/13/2013	NOON	11:00 PM	4	7.0
SUNDAY	4/14/2013	NOON	MIDNIGHT	3	9.0

WORKWEEK HOURS TOTAL: 37.0

Confidential

EMPLOYEE SIGNATURE:

NET: 350.00

GROSS 350.00

NAME: CLAUDIO MARIN ALARCON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	DAY	OFF	DAY	OFF
TUESDAY	4/9/2013	9 A.M	5 P.M.	2	6.00
WEDNESDAY	4/10/2013	9 A.M.	5 P.M.	1.5	6.50
THURSDAY	4/11/2013	4:00 PM	10:00 PM	1.5	4.50
FRIDAY	4/12/2013	4:00 PM	11:00 PM	4	3.00
SATURDAY	4/13/2013	NOON	11:00 PM	4	7.00
SUNDAY	4/14/2013	NOON	MIDNIGHT	4	8.00

WORKWEEK

HOURS TOTAL: 35.00

EMPLOYEE SIGNATURE:

Confidential

NET: ~~155.0~~

GROSS 325.0

NAME: MICHAEL ANDERSON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	DAY	OFF	DAY	OFF
TUESDAY	4/9/2013	9 A.M	5:00 PM	2.5	5.
WEDNESDAY	4/10/2013	9 A.M.	5:00 PM	2	6.
THURSDAY	4/11/2013	4:00 PM	10:00 PM	3	3.
FRIDAY	4/12/2013	4:00 PM	11:00 PM	1	6.
SATURDAY	4/13/2013	NOON	11:00 PM	4	7.
SUNDAY	4/14/2013	NOON	MIDNIGHT	3	9.

WORKWEEK

HOURS TOTAL: 36.5

EMPLOYEE SIGNATURE:

Confidential

NET: 350.00

GROSS 350.00

NAME: FRANCISCO NEPOMUCENO APARICIO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
				DAY	OFF
MONDAY	4/8/2013	DAY	OFF	2	6.00
TUESDAY	4/9/2013	9 A.M	5 P.M.	2	6.00
WEDNESDAY	4/10/2013	9 A.M.	5 P.M.	2	4.00
THURSDAY	4/11/2013	4:00 PM	10:00 PM	3	4.00
FRIDAY	4/12/2013	4:00 PM	11:00 PM	4	7.00
SATURDAY	4/13/2013	NOON	11:00 PM	4	8.00
SUNDAY	4/14/2013	NOON	MIDNIGHT		

WORKWEEK HOURS TOTAL: 35.00

Confidential

EMPLOYEE SIGNATURE: [redacted]

NET: 380.00

GROSS 380.00

NAME: VICTOR VASQUEZ APODACA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
				DAY	OFF
MONDAY	4/8/2013	DAY	OFF	3	5.00
TUESDAY	4/9/2013	9 A.M	5:00 PM	2	6.00
WEDNESDAY	4/10/2013	9 A.M.	5:00 PM	2	4.00
THURSDAY	4/11/2013	4:00 PM	10:00 PM	1	6.00
FRIDAY	4/12/2013	4:00 PM	11:00 PM	4	7.00
SATURDAY	4/13/2013	NOON	11:00 PM	3	9.00
SUNDAY	4/14/2013	NOON	MIDNIGHT		

WORKWEEK HOURS TOTAL: 37.00

Confidential

EMPLOYEE SIGNATURE: [redacted]

NET: 380.00

GROSS 380.00

NAME: ARMONDO BARRIOS APOLINAR

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	DAY	OFF	DAY	OFF
TUESDAY	4/9/2013	9 A.M	5:00 PM	2.5	5.50
WEDNESDAY	4/10/2013	9 A.M.	5:00 PM	1.5	6.50
THURSDAY	4/11/2013	4:00 PM	10:00 PM	3.5	2.50
FRIDAY	4/12/2013	4:00 PM	11:00 PM	2	5.00
SATURDAY	4/13/2013	NOON	11:00 PM	4	7.00
SUNDAY	4/14/2013	NOON	MIDNIGHT	3	9.00

WORKWEEK HOURS TOTAL: 35.50

Confidential

EMPLOYEE SIGNATURE: [redacted]

NET: 355.00

GROSS 355.00

NAME: IVAN GONZALEZ CABANAS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	DAY	OFF	DAY	OFF
TUESDAY	4/9/2013	9 A.M	5 P.M.	2	6.00
WEDNESDAY	4/10/2013	9 A.M.	5 P.M.	3	5.00
THURSDAY	4/11/2013	4:00 PM	10:00 PM	2	4.00
FRIDAY	4/12/2013	4:00 PM	11:00 PM	3	4.00
SATURDAY	4/13/2013	NOON	11:00 PM	4	7.00
SUNDAY	4/14/2013	NOON	MIDNIGHT	4	8.00

WORKWEEK HOURS TOTAL: 34.00

Confidential

EMPLOYEE SIGNATURE: [redacted]

NET: 355.0(

GROSS 355.0(

NAME: ROBERTO JUAREZ CATALINA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	DAY	OFF	DAY	OFF
TUESDAY	4/9/2013	9 A.M	5:00 PM	2.5	5.5
WEDNESDAY	4/10/2013	9 A.M.	5:00 PM	2	6.0
THURSDAY	4/11/2013	4:00 PM	10:00 PM	3	3.0
FRIDAY	4/12/2013	4:00 PM	11:00 PM	1	6.0
SATURDAY	4/13/2013	NOON	11:00 PM	4	7.0
SUNDAY	4/14/2013	NOON	MIDNIGHT	3	9.0

WORKWEEK HOURS TOTAL: 36.50

Confidential

EMPLOYEE SIGNATURE: [redacted]

NET: 355.00

GROSS 355.00

NAME: ROSENDO ORTIZ CERVANTES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	DAY	OFF	DAY	OFF
TUESDAY	4/9/2013	9 A.M	5 P.M.	2	6.00
WEDNESDAY	4/10/2013	9 A.M.	5 P.M.	3	5.00
THURSDAY	4/11/2013	4:00 PM	10:00 PM	1.5	4.50
FRIDAY	4/12/2013	4:00 PM	11:00 PM	4	3.00
SATURDAY	4/13/2013	NOON	11:00 PM	4	7.00
SUNDAY	4/14/2013	NOON	MIDNIGHT	4	8.00

WORKWEEK HOURS TOTAL: 33.50

Confidential

EMPLOYEE SIGNATURE: [redacted]

NET: ~~180.00~~ 170

GROSS 350.00

NAME: CHRISTOPHER CHESSER

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	DAY	OFF	DAY	OFF
TUESDAY	4/9/2013	9 A.M	5:00 PM	3	5.00
WEDNESDAY	4/10/2013	9 A.M.	5:00 PM	2	6.00
THURSDAY	4/11/2013	4:00 PM	10:00 PM	2	4.00
FRIDAY	4/12/2013	4:00 PM	11:00 PM	1	6.00
SATURDAY	4/13/2013	NOON	11:00 PM	4	7.00
SUNDAY	4/14/2013	NOON	MIDNIGHT	3	9.00

WORKWEEK HOURS TOTAL: 37.00

EMPLOYEE SIGNATURE: Confidential

NET: 425.00

GROSS 425.00

NAME: ROBERT EASLY

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	DAY	OFF	DAY	OFF
TUESDAY	4/9/2013	9 A.M	5 P.M.	2	6.00
WEDNESDAY	4/10/2013	9 A.M.	5 P.M.	3	5.00
THURSDAY	4/11/2013	4:00 PM	10:00 PM	1.5	4.50
FRIDAY	4/12/2013	4:00 PM	11:00 PM	4	3.00
SATURDAY	4/13/2013	NOON	11:00 PM	4	7.00
SUNDAY	4/14/2013	NOON	MIDNIGHT	4	8.00

WORKWEEK HOURS TOTAL: 33.50

EMPLOYEE SIGNATURE: Confidential

NET: 135 ~~140~~.00

GROSS 325.00

NAME: THELFORD FAGER

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	DAY	OFF	DAY	OFF
TUESDAY	4/9/2013	9 A.M	5:00 PM	2.5	5.50
WEDNESDAY	4/10/2013	9 A.M.	5:00 PM	2	6.00
THURSDAY	4/11/2013	4:00 PM	10:00 PM	3	3.00
FRIDAY	4/12/2013	4:00 PM	11:00 PM	1	6.00
SATURDAY	4/13/2013	NOON	11:00 PM	4	7.00
SUNDAY	4/14/2013	NOON	MIDNIGHT	3	9.00

WORKWEEK

HOURS TOTAL: 36.50

EMPLOYEE SIGNATURE: Confidential [redacted]

NET: 380.00

GROSS 380.00

NAME: JORGE ARMONDO CARRANZAS FLORES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	DAY	OFF	DAY	OFF
TUESDAY	4/9/2013	9 A.M	5 P.M.	1	7.00
WEDNESDAY	4/10/2013	9 A.M.	5 P.M.	1.5	6.50
THURSDAY	4/11/2013	4:00 PM	10:00 PM	3	3.00
FRIDAY	4/12/2013	4:00 PM	11:00 PM	4	5.00
SATURDAY	4/13/2013	NOON	11:00 PM	5	6.00
SUNDAY	4/14/2013	NOON	MIDNIGHT	4	8.00

WORKWEEK

HOURS TOTAL: 35.50

EMPLOYEE SIGNATURE: Confidential [redacted]

NET: 285.00

GROSS 325.00

NAME: JUAN ANDRADE GARCIA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	DAY	OFF	DAY	OFF
TUESDAY	4/9/2013	9 A.M	5:00 PM	3	5.00
WEDNESDAY	4/10/2013	9 A.M.	5:00 PM	2	6.00
THURSDAY	4/11/2013	4:00 PM	10:00 PM	2	4.00
FRIDAY	4/12/2013	4:00 PM	11:00 PM	1	6.00
SATURDAY	4/13/2013	NOON	11:00 PM	4	7.00
SUNDAY	4/14/2013	NOON	MIDNIGHT	3	9.00

WORKWEEK HOURS TOTAL: 37.00

Confidential

EMPLOYEE SIGNATURE: [redacted]

NET: 350.00

GROSS 350.00

NAME: MIGUEL ANDRADE GARCIA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	DAY	OFF	DAY	OFF
TUESDAY	4/9/2013	9 A.M	5 P.M.	1	7.00
WEDNESDAY	4/10/2013	9 A.M.	5 P.M.	1.5	6.50
THURSDAY	4/11/2013	4:00 PM	10:00 PM	3	3.00
FRIDAY	4/12/2013	4:00 PM	11:00 PM	4	5.00
SATURDAY	4/13/2013	NOON	11:00 PM	5	6.00
SUNDAY	4/14/2013	NOON	MIDNIGHT	4	8.00

WORKWEEK HOURS TOTAL: 35.50

Confidential

EMPLOYEE SIGNATURE: [redacted]

NET: ~~240.00~~ 270

GROSS 355.00

NAME: RAUL GUZMAN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	DAY	OFF	DAY	OFF
TUESDAY	4/9/2013	9 A.M	5:00 PM	2.5	5.50
WEDNESDAY	4/10/2013	9 A.M.	5:00 PM	2	6.00
THURSDAY	4/11/2013	4:00 PM	10:00 PM	3	3.00
FRIDAY	4/12/2013	4:00 PM	11:00 PM	1	6.00
SATURDAY	4/13/2013	NOON	11:00 PM	4	7.00
SUNDAY	4/14/2013	NOON	MIDNIGHT	3	9.00

WORKWEEK HOURS TOTAL: 36.50

EMPLOYEE SIGNATURE: Confidential

NET: 400.00

GROSS 500.00

NAME: JERRY HALL

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	DAY	OFF	DAY	OFF
TUESDAY	4/9/2013	9 A.M	5 P.M.	1	7.00
WEDNESDAY	4/10/2013	9 A.M.	5 P.M.	1.5	6.50
THURSDAY	4/11/2013	4:00 PM	10:00 PM	3	3.00
FRIDAY	4/12/2013	4:00 PM	11:00 PM	4	5.00
SATURDAY	4/13/2013	NOON	11:00 PM	5	6.00
SUNDAY	4/14/2013	NOON	MIDNIGHT	4	8.00

WORKWEEK HOURS TOTAL: 35.50

EMPLOYEE SIGNATURE: Confidential

NET: 340.00

GROSS 380.00

NAME: JULIAN GARCIA HERNANDEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	DAY	OFF	DAY	OFF
TUESDAY	4/9/2013	9 A.M	5:00 PM	3	5.00
WEDNESDAY	4/10/2013	9 A.M.	5:00 PM	2	6.00
THURSDAY	4/11/2013	4:00 PM	10:00 PM	2	4.00
FRIDAY	4/12/2013	4:00 PM	11:00 PM	1	6.00
SATURDAY	4/13/2013	NOON	11:00 PM	4	7.00
SUNDAY	4/14/2013	NOON	MIDNIGHT	3	9.00

WORKWEEK

HOURS TOTAL: 37.00

EMPLOYEE SIGNATURE:

Confidential

NET: 75.00

GROSS 325.00

NAME: JOHN HOLMES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	DAY	OFF	DAY	OFF
TUESDAY	4/9/2013	9 A.M	5 P.M.	1	7.00
WEDNESDAY	4/10/2013	9 A.M.	5 P.M.	2.5	5.50
THURSDAY	4/11/2013	4:00 PM	10:00 PM	2	4.00
FRIDAY	4/12/2013	4:00 PM	11:00 PM	4	5.00
SATURDAY	4/13/2013	NOON	11:00 PM	5	6.00
SUNDAY	4/14/2013	NOON	MIDNIGHT	4	8.00

WORKWEEK

HOURS TOTAL: 35.50

EMPLOYEE SIGNATURE:

Confidential

NET: 325.00

GROSS 325.00

NAME: DARIO DIAZ JARQUIN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	DAY	OFF	DAY	OFF
TUESDAY	4/9/2013	9 A.M	5:00 PM	2.5	5.50
WEDNESDAY	4/10/2013	9 A.M.	5:00 PM	1.5	6.50
THURSDAY	4/11/2013	4:00 PM	10:00 PM	3.5	2.50
FRIDAY	4/12/2013	4:00 PM	11:00 PM	1	6.00
SATURDAY	4/13/2013	NOON	11:00 PM	4	7.00
SUNDAY	4/14/2013	NOON	MIDNIGHT	3	9.00

WORKWEEK HOURS TOTAL: 36.50

Confidential

EMPLOYEE SIGNATURE:

NET: 420.00

GROSS 420.00

NAME: ALBERTO LUIS SANCHEZ LOPEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	DAY	OFF	DAY	OFF
TUESDAY	4/9/2013	9 A.M	5 P.M.	1	7.00
WEDNESDAY	4/10/2013	9 A.M.	5 P.M.	1.5	6.50
THURSDAY	4/11/2013	4:00 PM	10:00 PM	3	3.00
FRIDAY	4/12/2013	4:00 PM	11:00 PM	4	5.00
SATURDAY	4/13/2013	NOON	11:00 PM	5	6.00
SUNDAY	4/14/2013	NOON	MIDNIGHT	4	8.00

WORKWEEK HOURS TOTAL: 35.50

Confidential

EMPLOYEE SIGNATURE:

Confidential

NET: 350.00

GROSS 450.00

NAME: DAVID LOVE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	DAY	OFF	DAY	OFF
TUESDAY	4/9/2013	9 A.M	5:00 PM	3	5.00
WEDNESDAY	4/10/2013	9 A.M.	5:00 PM	2	6.00
THURSDAY	4/11/2013	4:00 PM	10:00 PM	2	4.00
FRIDAY	4/12/2013	4:00 PM	11:00 PM	1	6.00
SATURDAY	4/13/2013	NOON	11:00 PM	4	7.00
SUNDAY	4/14/2013	NOON	MIDNIGHT	3	9.00

WORKWEEK

HOURS TOTAL: 37.00

EMPLOYEE SIGNATURE: _____

NET: 300.00

GROSS 300.00

NAME: DEAN MCARTER

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	DAY	OFF	DAY	OFF
TUESDAY	4/9/2013	9 A.M	5 P.M.	1	7.00
WEDNESDAY	4/10/2013	9 A.M.	5 P.M.	2.5	5.50
THURSDAY	4/11/2013	4:00 PM	10:00 PM	2	4.00
FRIDAY	4/12/2013	4:00 PM	11:00 PM	4	5.00
SATURDAY	4/13/2013	NOON	11:00 PM	4.5	6.50
SUNDAY	4/14/2013	NOON	MIDNIGHT	4	8.00

WORKWEEK Confidential

HOURS TOTAL: 36.00

EMPLOYEE SIGNATURE: Confidential

NET: 350.00

GROSS 350.00

NAME: ISIDRO MORALES OLIVA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
				DAY	OFF
MONDAY	4/8/2013	DAY	OFF	2.5	5.50
TUESDAY	4/9/2013	9 A.M	5:00 PM	1.5	6.50
WEDNESDAY	4/10/2013	9 A.M.	5:00 PM	3.5	2.50
THURSDAY	4/11/2013	4:00 PM	10:00 PM	1	6.00
FRIDAY	4/12/2013	4:00 PM	11:00 PM	4	7.00
SATURDAY	4/13/2013	NOON	11:00 PM	3	9.00
SUNDAY	4/14/2013	NOON	MIDNIGHT		

WORKWEEK HOURS TOTAL: 36.50

Confidential

EMPLOYEE SIGNATURE:

NET: 500.00

GROSS 500.00

NAME: ROBERT REYES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
				DAY	OFF
MONDAY	4/8/2013	DAY	OFF	2	6.00
TUESDAY	4/9/2013	9 A.M	5 P.M.	2.5	6.00
WEDNESDAY	4/10/2013	9 A.M.	5 P.M.	2	4.00
THURSDAY	4/11/2013	9 A.M	10:00 PM	4	4.00
FRIDAY	4/12/2013	4:00 PM	11:00 PM	4.5	7.00
SATURDAY	4/13/2013	NOON	11:00 PM	4	8.00
SUNDAY	4/14/2013	NOON	MIDNIGHT		

WORKWEEK HOURS TOTAL: 35.00

Confidential

EMPLOYEE SIGNATURE:

NET: 250 ~~370.00~~

GROSS 400.00

NAME: DAMIEN RITSCH

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	DAY	OFF	DAY	OFF
TUESDAY	4/9/2013	9 A.M	5:00 PM	3	5.00
WEDNESDAY	4/10/2013	9 A.M.	5:00 PM	2	6.00
THURSDAY	4/11/2013	4:00 PM	10:00 PM	2	4.00
FRIDAY	4/12/2013	4:00 PM	11:00 PM	1	6.00
SATURDAY	4/13/2013	NOON	11:00 PM	4	7.00
SUNDAY	4/14/2013	NOON	MIDNIGHT	3	9.00

WORKWEEK HOURS TOTAL: 37.00

Confidential [redacted]

EMPLOYEE SIGNATURE: [redacted]

NET: 285.00

GROSS 365.00

NAME: ANTONIO GARCIA ROMERO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	DAY	OFF	DAY	OFF
TUESDAY	4/9/2013	9 A.M	5 P.M.	1	7.00
WEDNESDAY	4/10/2013	9 A.M.	5 P.M.	2.5	5.50
THURSDAY	4/11/2013	4:00 PM	10:00 PM	2	4.00
FRIDAY	4/12/2013	4:00 PM	11:00 PM	4	5.00
SATURDAY	4/13/2013	NOON	11:00 PM	4.5	6.50
SUNDAY	4/14/2013	NOON	MIDNIGHT	4	8.00

WORKWEEK HOURS TOTAL: 36.00

Confidential [redacted]

EMPLOYEE SIGNATURE: [redacted]

NET: 350.00

GROSS 350.00

NAME: JAVIER HERNANDEZ SALVADOR

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	DAY	OFF	DAY	OFF
TUESDAY	4/9/2013	9 A.M	5:00 PM	2.5	5.50
WEDNESDAY	4/10/2013	9 A.M.	5:00 PM	1.5	6.50
THURSDAY	4/11/2013	4:00 PM	10:00 PM	3.5	2.50
FRIDAY	4/12/2013	4:00 PM	11:00 PM	2	5.00
SATURDAY	4/13/2013	NOON	11:00 PM	4	7.00
SUNDAY	4/14/2013	NOON	MIDNIGHT	3	9.00

WORKWEEK HOURS TOTAL: 35.50

Confidential

EMPLOYEE SIGNATURE: _____

NET: 380.00

GROSS 380.00

NAME: PRIMITIVO MARTEO SALVADOR

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	DAY	OFF	DAY	OFF
TUESDAY	4/9/2013	9 A.M	5 P.M.	1	7.00
WEDNESDAY	4/10/2013	9 A.M.	5 P.M.	2.5	5.50
THURSDAY	4/11/2013	4:00 PM	10:00 PM	2	4.00
FRIDAY	4/12/2013	4:00 PM	11:00 PM	4	5.00
SATURDAY	4/13/2013	NOON	11:00 PM	4.5	6.50
SUNDAY	4/14/2013	NOON	MIDNIGHT	4	8.00

WORKWEEK HOURS TOTAL: 36.00

Confidential

EMPLOYEE SIGNATURE: _____

NET: 155.00

GROSS 325.00

NAME: JASON SERVICE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	DAY	OFF	DAY	OFF
TUESDAY	4/9/2013	9 A.M	5:00 PM	3	5.00
WEDNESDAY	4/10/2013	9 A.M.	5:00 PM	2	6.00
THURSDAY	4/11/2013	4:00 PM	10:00 PM	2.5	3.50
FRIDAY	4/12/2013	4:00 PM	11:00 PM	1	6.00
SATURDAY	4/13/2013	NOON	11:00 PM	4	7.00
SUNDAY	4/14/2013	NOON	MIDNIGHT	3	9.00

WORKWEEK HOURS TOTAL: 36.50

EMPLOYEE SIGNATURE: Confidential

NET: 300.00

GROSS 300.00

NAME: SALLY SHAFFER

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	DAY	OFF	DAY	OFF
TUESDAY	4/9/2013	9 A.M	5 P.M.	2	6.00
WEDNESDAY	4/10/2013	9 A.M.	5 P.M.	2.5	5.50
THURSDAY	4/11/2013	4:00 PM	10:00 PM	2	4.00
FRIDAY	4/12/2013	4:00 PM	11:00 PM	5	4.00
SATURDAY	4/13/2013	NOON	11:00 PM	3.5	7.50
SUNDAY	4/14/2013	NOON	MIDNIGHT	4	8.00

WORKWEEK HOURS TOTAL: 35.00

EMPLOYEE SIGNATURE: Confidential

NET: 100.00

GROSS 390.00

NAME: STEVEN MATTHEW SHINABERY-NAVE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	DAY	OFF	DAY	OFF
TUESDAY	4/9/2013	9 A.M	5:00 PM	2.5	5.50
WEDNESDAY	4/10/2013	9 A.M.	5:00 PM	1.5	6.50
THURSDAY	4/11/2013	4:00 PM	10:00 PM	3.5	2.50
FRIDAY	4/12/2013	4:00 PM	11:00 PM	2	5.00
SATURDAY	4/13/2013	NOON	11:00 PM	4	7.00
SUNDAY	4/14/2013	NOON	MIDNIGHT	3	9.00

WORKWEEK HOURS TOTAL: 35.50

EMPLOYEE SIGNATURE: Confidential

NET: 325.00

GROSS 365.00

NAME: ASCENCION ALEJO VASQUEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	DAY	OFF	DAY	OFF
TUESDAY	4/9/2013	9 A.M	5 P.M.	1	7.00
WEDNESDAY	4/10/2013	9 A.M.	5 P.M.	2.5	5.50
THURSDAY	4/11/2013	4:00 PM	10:00 PM	2	4.00
FRIDAY	4/12/2013	4:00 PM	11:00 PM	4	5.00
SATURDAY	4/13/2013	NOON	11:00 PM	4.5	6.50
SUNDAY	4/14/2013	NOON	MIDNIGHT	4	8.00

WORKWEEK HOURS TOTAL: Confidential 36.00

EMPLOYEE SIGNATURE:

235

NET: ~~240.00~~

GROSS 390.00

NAME: DAVID VASQUEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	DAY	OFF	DAY	OFF
TUESDAY	4/9/2013	9 A.M	5:00 PM	3	5.00
WEDNESDAY	4/10/2013	9 A.M.	5:00 PM	2	6.00
THURSDAY	4/11/2013	4:00 PM	10:00 PM	2.5	3.50
FRIDAY	4/12/2013	4:00 PM	11:00 PM	1	6.00
SATURDAY	4/13/2013	NOON	11:00 PM	4	7.00
SUNDAY	4/14/2013	NOON	MIDNIGHT	3	9.00

WORKWEEK HOURS TOTAL: 36.50

Confidential

EMPLOYEE SIGNATURE:

TRACY
APRIL 11-14, 2013

	GROSS	NET
CHLOE NORWOOD	274.00	168.00
DON WYATT	274.00	86.00
GINA RUSSELL	274.00	218.00
TALS	822.00	472.00

.Y
APRIL 11-14, 2013

CHLOE NORWOOD

DAY	HOURS	DRAWS	MISC. CHGS.	OVER/SHORT
CARRY FROM LAST WEEK				
MONDAY				
TUESDAY				
WEDNESDAY				
THURSDAY	5.00			25.00
FRIDAY	6.00		20.00	-51.00
SATURDAY	11.00			
SUNDAY	10.00	10.00	50.00	
TOTALS	32.00	10.00	70.00	-26.00

GROSS	274.00
DRAWS	10.00
RENT/MISC	70.00
OVER/SHORT	-26.00
NET PAY	168.00

rent for trailer
20 a week thru
week one of
san mateo, 15 after that

RECEIVED: _____

TRACY
APRIL 11-14, 2013

DON WYATT

DAY	HOURS	DRAWS	MISC. CHGS.	OVER/SHORT
CARRY FROM LAST WEEK		50.00		-19.00
DAY				
SDAY		40.00		
WEDNESDAY				
THURSDAY	5.00	40.00		-9.00
FRIDAY	6.00			80.00
SATURDAY	11.00	40.00		-17.00
SUNDAY	10.00	10.00		-43.00
TOTALS	32.00	180.00		-8.00

GROSS	274.00
DRAWS	180.00
RENT/MISC	
OVER/SHORT	-8.00
NET PAY	86.00

RECEIVED: _____

TRACY
APRIL 11-14, 2013

GINA RUSSELL

DAY	HOURS	DRAWS	MISC. CHGS.	OVER/SHORT
CARRY FROM LAST WEEK				
MONDAY				
TUESDAY				
WEDNESDAY				
THURSDAY	5.00			
FRIDAY	6.00			
SATURDAY	11.00			4.00
SUNDAY	10.00	10.00	50.00	
TALS	32.00	10.00	50.00	4.00

GROSS	274.00
DRAWS	10.00
RENT/MISC	50.00
OVER/SHORT	4.00
NET PAY	218.00

RECEIVED: _____

TRACY	APRIL 8-14, 2013	RIDE	BASE PAY	EXTRA PAY	THIS WEEK	DRAWS	UNIFORMS	SAVINGS	RENT/PHONE	WHO BY	TOTAL DED	NET PAY
ACKERMAN	RANDAL	DRIVER	400.00		400.00	-					-	400.00
ADAME	ROMAN, RODRIGUEZ	GIANT WHEEL	380.00		380.00	-					-	380.00
ALARCON	CLAUDIO MARIN	SUPER SHOT	350.00		350.00						-	350.00
ANDERSON	MICHAEL	ZIPPER	325.00		325.00	120.00			50.00	M	170.00	155.00
APARICIO	FRANCISCO NEPOMUCENO	CORVETTES	350.00		350.00						-	350.00
APODACA	VICTOR, VASQUEZ	GIANT WHEEL	350.00	30.00	380.00	-					-	380.00
APOLINAR	ARMONDO BARRIOS	SUPER SHOT	380.00		380.00						-	380.00
CABANAS	IVAN GONZALEZ	GIANT WHEEL	325.00	30.00	355.00	-					-	355.00
CATALINA	ROBERTO JUAREZ	GIANT WHEEL	325.00	30.00	355.00	-					-	355.00
CERVANTES	ROSENDO, ORTIZ	WORM	325.00	30.00	355.00						-	355.00
CHESSER	CHRISTOPHER	ZIPPER	350.00		350.00	120.00			50.00	M	170.00	180.00
EASLY	ROBERT	DRIVER	425.00		425.00						-	425.00
FAGER	TELFORD	CLIFF HANGER	325.00		325.00	120.00	15.00		50.00	d	185.00	140.00
FLORES	JORGE, ARMONDO CARRANZA	GIANT WHEEL	350.00	30.00	380.00	-					-	380.00
GARCIA	JUAN ANDRADE	CORVETTES	325.00		325.00	40.00					40.00	285.00
GARCIA	MIGUEL ANDRADE	VIPER	350.00		350.00						-	350.00
GUZMAN	RAUL	VOYAGER	325.00	40.00	365.00	60.00	15.00		50.00	D	125.00	240.00
HALL	JERRY	SHOP/DRIVER	500.00		500.00			100.00			100.00	400.00
HERNANDEZ	JULIAN, GARCIA	WORM	380.00		380.00	40.00					40.00	340.00
HOLMES	JOHN	CLIFF HANGER	325.00		325.00				50.00	D	50.00	275.00
JARQUIN	DARIO DIAZ	BEARS	325.00		325.00	-					-	325.00
LOPEZ	ALBERTO, LUIS SANCHEZ	DRIVER/GIANT WHEEL	350.00	70.00	420.00	-					-	420.00
LOVE	DAVID	PATTY PAID	450.00		450.00	350.00		100.00			450.00	-
MCARTER	DEAN	OFFICE	300.00		300.00						-	300.00
OLIVA	ISIDRO, MORALES	ENERGY STORM	350.00		350.00						-	350.00
REYES	ROBERT	DRIVER	500.00		500.00						-	500.00
RITSCH	DAMIEN	DRIVER	400.00		400.00			150.00			150.00	250.00
ROMERO	ANTONIO GARCIA	VIPER	365.00		365.00	80.00					80.00	285.00
SALVADOR	JAVIER HERNANDEZ	CAROUSEL	350.00		350.00						-	350.00
SALVADOR	PRIMITIVO, MATEO	ENERGY STORM	350.00	30.00	380.00						-	380.00
SERVICE	JASON	SLIDE/VOYAGER	325.00		325.00	120.00			50.00	D	170.00	155.00
SHAFFER	SALLY	OFFICE	300.00		300.00						-	300.00
SHINABERY	STEVEN, MATT	ZIPPER	350.00	40.00	390.00	240.00			50.00	D	290.00	100.00
VASQUEZ	ASCENCION, ALEJO	CAROUSEL	365.00		365.00	40.00					40.00	325.00
VASQUEZ	DAVID	SANITATION	350.00	40.00	390.00			100.00	50.00	M	150.00	240.00
			12595.00	370.00	12,965.00	1,330.00	30.00	450.00	400.00		2,210.00	10,755.00
											RENT	400.00
											SAVE	450.00
											TS & DAMIEN	160.00
												11,765.00

Exhibit 29, p. 959

Proposed

HILLTOP MALL 2013

04/08/2013 - 04/14/2013

(1)

	HOURS	O/S	DRAWS
MONDAY			
TUESDAY			
WEDNESDAY			
THURSDAY	4		
FRIDAY	5		
SATURDAY	10		
SUNDAY	10		
TOTALS	29		
PAY	$ 232.00	NET	$ 232.00
ANNA BROWN			
EMPLOYEE SIGNATURE:		Confidential [redacted]	
WEEK ENDING 4/14/13			

	HOURS	O/S	DRAWS
MONDAY			
TUESDAY			
WEDNESDAY			
THURSDAY	4		
FRIDAY	5.25		
SATURDAY	10.25		
SUNDAY	7.5		
TOTALS	27		
PAY	$ 216.00	NET	$ 216.00
DEBBIE EMHIESER			
EMPLOYEE SIGNATURE:			
WEEK ENDING 4/14/13			

Confidential

Butler's Exh. 26, p. 962

	HOURS	O/S	DRAWS
MONDAY			
TUESDAY			
WEDNESDAY			
THURSDAY	4	2	
FRIDAY	5	-10	
SATURDAY	11	4	
SUNDAY	10	7	
TOTALS	30	3	
PAY	$ 240.00	NET	$ 243.00
BECKA LOLLIS			
EMPLOYEE SIGNATURE: _____			
WEEK ENDING 4/14/13			

Confidential

	HOURS	O/S	DRAWS
MONDAY			
TUESDAY			
WEDNESDAY	2		
THURSDAY	4.25		
FRIDAY	6	2	
SATURDAY	9.5		
SUNDAY	8.25	-3	
TOTALS	30	-1	
PAY	$ 277.50	NET	$ 276.50
GUY RUBIO			
EMPLOYEE SIGNATURE:	Confidential		
WEEK ENDING 4/14/13			

Butler's Exh. 26, p. 964

	HOURS	O/S	DRAWS
MONDAY			
TUESDAY			40
WEDNESDAY			
THURSDAY	4.75		
FRIDAY	5	-31	
SATURDAY	10	-3	
SUNDAY	9	-20	
TOTALS	28.75	-54	40
PAY	$ 251.56	NET	$ 157.56
SANJUANA RUBIO			
EMPLOYEE SIGNATURE:			
WEEK ENDING 4/14/13			

Confidential

	HOURS	O/S	DRAWS
MONDAY			
TUESDAY			
WEDNESDAY			
THURSDAY	4.25		
FRIDAY	5		
SATURDAY	10.25		
SUNDAY	9.25	1	
TOTALS	28.75	1	
PAY	$ 230.00	NET	$ 231.00
DEBRA			
EMPLOYEE SIGNATURE:			
WEEK ENDING 4/14/13			

Confidential

PAY: $650.00
DRAWS: $235.00
NET: $415.00

NAME: FRANK MOBLEY

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12:00:00 AM	OFF	0	0
TUESDAY	4/9/2013	9AM	6PM	2.5	6.5
WEDNESDAY	4/10/2013	9AM	6PM	2.5	6.5
THURSDAY	4/11/2013	6PM	10PM	1	3
FRIDAY	4/12/2013	7PM	11PM	2	2
SATURDAY	4/13/2013	4PM	11PM	2	4
SUNDAY	4/14/2013	4PM	11PM	2	4

WORKWEEK HOURS TOTAL: 26

EMPLOYEE SIGNATURE: Confidential Confidential

PAY: $500.00
DRAWS: $0.00
NET: $500.00

NAME: BOB FARLEY

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013				
TUESDAY	4/9/2013	see driver			
WEDNESDAY	4/10/2013	logs			
THURSDAY	4/11/2013	for hours			
FRIDAY	4/12/2013				
SATURDAY	4/13/2013				
SUNDAY	4/14/2013				

WORKWEEK HOURS TOTAL: 0

EMPLOYEE SIGNATURE: Confidential

PAY: $1,000.00
DRAWS: $0.00
NET: $1,000.00

NAME: PAUL FARNUM

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12:00:00 AM	OFF	0	0
TUESDAY	4/9/2013	9AM	6PM	2.5	6.5
WEDNESDAY	4/10/2013	9AM	6PM	2.5	6.5
THURSDAY	4/11/2013	3PM	6PM	1	2
FRIDAY	4/12/2013	4PM	7PM	0.5	2.5
SATURDAY	4/13/2013	10AM	4PM	2	4
SUNDAY	4/14/2013	10AM	4PM	2	4

WORKWEEK HOURS TOTAL: 25.5

EMPLOYEE SIGNATURE: Confidential

PAY: $650.00
DRAWS: $300.00
NET: $350.00

NAME: RON COON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12:00:00 AM	OFF	0	0
TUESDAY	4/9/2013	9AM	6PM	2.5	6.5
WEDNESDAY	4/10/2013	9AM	6PM	2.5	6.5
THURSDAY	4/11/2013	3PM	6PM	1	2
FRIDAY	4/12/2013	4PM	7PM	0.5	2.5
SATURDAY	4/13/2013	10AM	4PM	2	4
SUNDAY	4/14/2013	10AM	4PM	2	4

WORKWEEK HOURS TOTAL: 25.5

EMPLOYEE SIGNATURE: Confidential

PAY: $500.00
DRAWS: $0.00
NET: $500.00

NAME: JERONIMO GUZMAN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013				
TUESDAY	4/9/2013	see driver			
WEDNESDAY	4/10/2013	logs			
THURSDAY	4/11/2013	for hours			
FRIDAY	4/12/2013				
SATURDAY	4/13/2013				
SUNDAY	4/14/2013				

WORKWEEK HOURS TOTAL: 0

EMPLOYEE SIGNATURE: Confidential

PAY: $650.00
DRAWS: $40.00
NET: $610.00

NAME: GREGORIO HERNANDEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12:00:00 AM	OFF	0	0
TUESDAY	4/9/2013	9AM	6PM	2.5	6.5
WEDNESDAY	4/10/2013	9AM	6PM	2.5	6.5
THURSDAY	4/11/2013	6PM	10PM	1	3
FRIDAY	4/12/2013	7PM	11PM	2	2
SATURDAY	4/13/2013	4PM	11PM	2	4
SUNDAY	4/14/2013	4PM	11PM	2	4

WORKWEEK HOURS TOTAL: 26

EMPLOYEE SIGNATURE: [redacted] Confidential

PAY: $1,500.00
DRAWS: $0.00
NET: $1,500.00

NAME: MANUEL MARTINEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12:00:00 AM	OFF	0	0
TUESDAY	4/9/2013	9AM	6PM	2.5	6.5
WEDNESDAY	4/10/2013	9AM	6PM	2.5	6.5
THURSDAY	4/11/2013	3PM	6PM	1	2
FRIDAY	4/12/2013	4PM	7PM	0.5	2.5
SATURDAY	4/13/2013	10AM	4PM	2	4
SUNDAY	4/14/2013	10AM	4PM	2	4

WORKWEEK HOURS TOTAL: 25.5

EMPLOYEE SIGNATURE: [redacted] Confidential Confidential

PAY: $375.00
DRAWS: $0.00
NET: $375.00

NAME: BRIAN LONG

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12:00:00 AM	OFF	0	0
TUESDAY	4/9/2013	9AM	6PM	2.5	6.5
WEDNESDAY	4/10/2013	9AM	6PM	2.5	6.5
THURSDAY	4/11/2013	3PM	6PM	1	2
FRIDAY	4/12/2013	4PM	7PM	0.5	2.5
SATURDAY	4/13/2013	10AM	4PM	2	4
SUNDAY	4/14/2013	10AM	4PM	2	4

WORKWEEK HOURS TOTAL: 25.5

EMPLOYEE SIGNATURE: [redacted] Confidential

PAY: $600.00
DRAWS: $0.00
NET: $600.00

NAME: GERALD CORLISS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013				
TUESDAY	4/9/2013	see driver			
WEDNESDAY	4/10/2013	logs			
THURSDAY	4/11/2013	for hours			
FRIDAY	4/12/2013				
SATURDAY	4/13/2013				
SUNDAY	4/14/2013				

WORKWEEK HOURS TOTAL: 0

EMPLOYEE SIGNATURE: [redacted] Confidential

PAY: $525.00
DRAWS: $205.00
NET: $120.00

NAME: STEVEN BINNEBOSE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12:00:00 AM	OFF	0	0
TUESDAY	4/9/2013	9AM	6PM	2.5	6.5
WEDNESDAY	4/10/2013	9AM	6PM	2.5	6.5
THURSDAY	4/11/2013	6PM	10PM	1	3
FRIDAY	4/12/2013	7PM	11PM	2	2
SATURDAY	4/13/2013	4PM	11PM	2	4
SUNDAY	4/14/2013	4PM	11PM	2	4

WORKWEEK HOURS TOTAL: 26

EMPLOYEE SIGNATURE: Confidential

PAY: $425.00
DRAWS: $40.00
NET: $385.00

NAME: ELIX SILVA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOUR
MONDAY	4/8/2013	12:00:00 AM	OFF	0	0
TUESDAY	4/9/2013	9AM	6PM	2.5	6.5
WEDNESDAY	4/10/2013	9AM	6PM	2.5	6.5
THURSDAY	4/11/2013	6PM	10PM	1	3
FRIDAY	4/12/2013	7PM	11PM	2	2
SATURDAY	4/13/2013	4PM	11PM	2	4
SUNDAY	4/14/2013	4PM	11PM	2	4

WORKWEEK HOURS TOTAL: 26

EMPLOYEE SIGNATURE: Confidential

PAY: $400.00
DRAWS: $40.00
NET: $360.00

NAME: TIM HUCKABA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013				
TUESDAY	4/9/2013	see driver			
WEDNESDAY	4/10/2013	logs			
THURSDAY	4/11/2013	for hours			
FRIDAY	4/12/2013				
SATURDAY	4/13/2013				
SUNDAY	4/14/2013				

WORKWEEK HOURS TOTAL: 0

EMPLOYEE SIGNATURE: Confidential

PAY: $500.00
DRAWS: $100.00
NET: $400.00

NAME: KRISTINE VILLA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12:00:00 AM	OFF	0	0
TUESDAY	4/9/2013	9AM	6PM	2.5	6.5
WEDNESDAY	4/10/2013	9AM	6PM	2.5	6.5
THURSDAY	4/11/2013	6PM	10PM	1	3
FRIDAY	4/12/2013	7PM	11PM	2	2
SATURDAY	4/13/2013	4PM	11PM	2	4
SUNDAY	4/14/2013	4PM	11PM	2	4

WORKWEEK HOURS TOTAL: 26

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $160.00
NET: $165.00

AME: JOHN GEORGE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12:00:00 AM	OFF	0	0
TUESDAY	4/9/2013	9AM	6PM	2.5	6.5
EDNESDAY	4/10/2013	9AM	6PM	2.5	6.5
THURSDAY	4/11/2013	3PM	6PM	1	2
FRIDAY	4/12/2013	4PM	7PM	0.5	2.5
SATURDAY	4/13/2013	10AM	4PM	2	4
SUNDAY	4/14/2013	10AM	4PM	2	4

WORKWEEK HOURS TOTAL: 25.5

EMPLOYEE SIGNATURE: Confidential

PAY: $700.0
DRAWS: $270.0
NET: $430.0

NAME: SABRINA BOGHOSSIAN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOUR
MONDAY	4/8/2013	12:00:00 AM	OFF	0	0
TUESDAY	4/9/2013	9AM	6PM	2.5	6.5
WEDNESDAY	4/10/2013	9AM	6PM	2.5	6.5
THURSDAY	4/11/2013	3PM	6PM	1	2
FRIDAY	4/12/2013	4PM	7PM	0.5	2.5
SATURDAY	4/13/2013	10AM	4PM	2	4
SUNDAY	4/14/2013	10AM	4PM	2	4

WORKWEEK HOURS TOTAL: 25.5

EMPLOYEE SIGNATURE: Confidential

PAY: $575.00
DRAWS: $40.00
NET: $535.00

NAME: LONNIE BROWN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12:00:00 AM	OFF	0	0
TUESDAY	4/9/2013	9AM	6PM	2.5	6.5
WEDNESDAY	4/10/2013	9AM	6PM	2.5	6.5
THURSDAY	4/11/2013	6PM	10PM	1	3
FRIDAY	4/12/2013	7PM	11PM	2	2
SATURDAY	4/13/2013	4PM	11PM	2	4
SUNDAY	4/14/2013	4PM	11PM	2	4

WORKWEEK HOURS TOTAL: 26

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $260.00
NET: $65.00

NAME: MARK BOOTH

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013		OFF		
TUESDAY	4/9/2013	2PM	6PM	2.5	1.5
WEDNESDAY	4/10/2013	9AM	6PM	2.5	6.5
THURSDAY	4/11/2013	6PM	10PM	1	3
FRIDAY	4/12/2013	7PM	11PM	2	2
SATURDAY	4/13/2013	4PM	11PM	2	4
SUNDAY	4/14/2013	4PM	11PM	2	4

WORKWEEK HOURS TOTAL: 21

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: OMAR ARELLANO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12:00:00 AM	OFF	0	0
TUESDAY	4/9/2013	9AM	6PM	2.5	6.5
WEDNESDAY	4/10/2013	9AM	6PM	2.5	6.5
THURSDAY	4/11/2013	3PM	6PM	1	2
FRIDAY	4/12/2013	4PM	7PM	0.5	2.5
SATURDAY	4/13/2013	10AM	4PM	2	4
SUNDAY	4/14/2013	10AM	4PM	2	4

WORKWEEK HOURS TOTAL: 25.5

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $207.00
NET: $118.00

NAME: KEVIN LYNCH

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12:00:00 AM	OFF	0	0
TUESDAY	4/9/2013	9AM	6PM	2.5	6.5
WEDNESDAY	4/10/2013	9AM	6PM	2.5	6.5
THURSDAY	4/11/2013	6PM	10PM	1	3
FRIDAY	4/12/2013	7PM	11PM	2	2
SATURDAY	4/13/2013	4PM	11PM	2	4
SUNDAY	4/14/2013	4PM	11PM	2	4

WORKWEEK HOURS TOTAL: 26

EMPLOYEE SIGNATURE: Confidential

PAY: $400.00
DRAWS: $350.00
NET: $50.00

NAME: STANLEY YATES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12:00:00 AM	OFF	0	0
TUESDAY	4/9/2013	9AM	6PM	2.5	6.5
WEDNESDAY	4/10/2013	9AM	6PM	2.5	6.5
THURSDAY	4/11/2013	3PM	6PM	1	2
FRIDAY	4/12/2013	4PM	7PM	0.5	2.5
SATURDAY	4/13/2013	10AM	4PM	2	4
SUNDAY	4/14/2013	10AM	4PM	2	4

WORKWEEK HOURS TOTAL: 25.5

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: KAMERON GRANT

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12:00:00 AM	OFF	0	0
TUESDAY	4/9/2013	9AM	6PM	2.5	6.5
WEDNESDAY	4/10/2013	9AM	6PM	2.5	6.5
THURSDAY	4/11/2013	6PM	10PM	1	3
FRIDAY	4/12/2013	7PM	11PM	2	2
SATURDAY	4/13/2013	4PM	11PM	2	4
SUNDAY	4/14/2013	4PM	11PM	2	4

WORKWEEK HOURS TOTAL:

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $0.00
NET: $325.00

IE: ATENODORO MIRANDA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12:00:00 AM	OFF	0	0
TUESDAY	4/9/2013	9AM	6PM	2.5	6.5
DNESDAY	4/10/2013	9AM	6PM	2.5	6.5
IURSDAY	4/11/2013	3PM	6PM	1	2
FRIDAY	4/12/2013	4PM	7PM	0.5	2.5
TURDAY	4/13/2013	10AM	4PM	2	4
SUNDAY	4/14/2013	10AM	4PM	2	4

RKWEEK
RS TOTAL: 25.5

EE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $160.00
NET: $165.00

NAME: LEROY BRIGHAM

DAY	DATE	IN	OUT	BREAKS	TOTAL HOU
MONDAY	4/8/2013	12:00:00 AM	OFF	0	0
TUESDAY	4/9/2013	9AM	6PM	2.5	6.5
WEDNESDAY	4/10/2013	9AM	6PM	2.5	6.5
THURSDAY	4/11/2013	6PM	10PM	1	3
FRIDAY	4/12/2013	7PM	11PM	2	2
SATURDAY	4/13/2013	4PM	11PM	2	4
SUNDAY	4/14/2013	4PM	11PM	2	4

WORKWEEK HOURS TOTAL: 26

EMPLOYEE SIGNATURE: Confidential

PAY: $278.57
DRAWS: $185.00
NET: $93.57

NAME: TONY DIXON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013		OFF		
TUESDAY	4/9/2013		OFF		
WEDNESDAY	4/10/2013	9AM	6PM	2.5	6.5
THURSDAY	4/11/2013	3PM	6PM	1	2
FRIDAY	4/12/2013	4PM	7PM	0.5	2.5
SATURDAY	4/13/2013	10AM	4PM	2	4
SUNDAY	4/14/2013	10AM	4PM	2	4

WORKWEEK HOURS TOTAL: 19

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $120.00
NET: $205.00

NAME: DANNY LOWER

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12:00:00 AM	OFF	0	0
TUESDAY	4/9/2013	9AM	6PM	2.5	6.5
WEDNESDAY	4/10/2013	9AM	6PM	2.5	6.5
THURSDAY	4/11/2013	6PM	10PM	1	3
FRIDAY	4/12/2013	7PM	11PM	2	2
SATURDAY	4/13/2013	4PM	11PM	2	4
SUNDAY	4/14/2013	4PM	11PM	2	4

WORKWEEK HOURS TOTAL: 26

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $40.00
NET: $285.00

:: CALEPH ELDRIDGE

AY	DATE	IN	OUT	BREAKS	TOTAL HOURS
IONDAY	4/8/2013	12:00:00 AM	OFF	0	0
UESDAY	4/9/2013	9AM	6PM	2.5	6.5
NESDAY	4/10/2013	9AM	6PM	2.5	6.5
URSDAY	4/11/2013	6PM	10PM	1	3
FRIDAY	4/12/2013	7PM	11PM	2	2
TURDAY	4/13/2013	4PM	11PM	2	4
SUNDAY	4/14/2013	4PM	11PM	2	4

KWEEK
S TOTAL: 26

E SIGNATURE: Confidential

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: ARMANDO MURRIETA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12:00:00 AM	OFF	0	0
TUESDAY	4/9/2013	9AM	6PM	2.5	6.5
WEDNESDAY	4/10/2013	9AM	6PM	2.5	6.5
THURSDAY	4/11/2013	3PM	6PM	1	2
FRIDAY	4/12/2013	4PM	7PM	0.5	2.5
SATURDAY	4/13/2013	10AM	4PM	2	4
SUNDAY	4/14/2013	10AM	4PM	2	4

WORKWEEK HOURS TOTAL: 25.5

EMPLOYEE SIGNATURE: Confidential

PAY: $340.00
DRAWS: $80.00
NET: $260.00

ME: SERGIO MARTINEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12:00:00 AM	OFF	0	0
[illegible]Y	4/9/2013	9AM	6PM	2.5	6.5
ED[illegible]AY	4/10/2013	9AM	6PM	2.5	6.5
THURSDAY	4/11/2013	3PM	6PM	1	2
FRIDAY	4/12/2013	4PM	7PM	0.5	2.5
SATURDAY	4/13/2013	10AM	4PM	2	4
SUNDAY	4/14/2013	10AM	4PM	2	4

WORKWEEK HOURS TOTAL: 25.5

EMPLOYEE SIGNATURE: Confidential

Confidential

PAY: $325.00
DRAWS: $120.00
NET: $205.00

AME: RAMIRO SANCHEZ Confidential

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12:00:00 AM	OFF	0	0
TUESDAY	4/9/2013	9AM	6PM	2.5	6.5
WEDNESDAY	4/10/2013	9AM	6PM	2.5	6.5
THURSDAY	4/11/2013	3PM	6PM	1	2
FRIDAY	4/12/2013	4PM	7PM	0.5	2.5
SATURDAY	4/13/2013	10AM	4PM	2	4
SUNDAY	4/14/2013	10AM	4PM	2	4

WORKWEEK HOURS TOTAL: 25.5

PLOYEE SIGNATURE:

DRAWS: $80.00
NET: $280.00

NAME: GERMAN CALDERON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013		OFF		
TUESDAY	4/9/2013	9AM	6PM	2.5	6.5
WEDNESDAY	4/10/2013	9AM	6PM	2.5	6.5
THURSDAY	4/11/2013	3PM	6PM	1	2
FRIDAY	4/12/2013	4PM	7PM	0.5	2.5
SATURDAY	4/13/2013	10AM	4PM	2	4
SUNDAY	4/14/2013	10AM	4PM	2	4

WORKWEEK HOURS TOTAL: 25.5

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $160.00
NET: $165.00

NAME: CURTIS SUTTON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12:00:00 AM	OFF	0	0
TUESDAY	4/9/2013	9AM	6PM	2.5	6.5
WEDNESDAY	4/10/2013	9AM	6PM	2.5	6.5
THURSDAY	4/11/2013	6PM	10PM	1	3
FRIDAY	4/12/2013	7PM	11PM	2	2
SATURDAY	4/13/2013	4PM	11PM	2	4
SUNDAY	4/14/2013	4PM	11PM	2	4

WORKWEEK HOURS TOTAL: 26

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $80.00
NET: $245.00

AME: JOSE HERNANDEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12:00:00 AM	OFF	0	0
TUESDAY	4/9/2013	9AM	6PM	2.5	6.5
WEDNESDAY	4/10/2013	9AM	6PM	2.5	6.5
THURSDAY	4/11/2013	6PM	10PM	1	3
FRIDAY	4/12/2013	7PM	11PM	2	2
SATURDAY	4/13/2013	4PM	11PM	2	4
SUNDAY	4/14/2013	4PM	11PM	2	4

WORKWEEK HOURS TOTAL: 26

MPLOYEE SIGNATURE: Confidential

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: ESTEBAN DE LA CRUZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12:00:00 AM	OFF	0	0
TUESDAY	4/9/2013	9AM	6PM	2.5	6.5
WEDNESDAY	4/10/2013	9AM	6PM	2.5	6.5
THURSDAY	4/11/2013	3PM	6PM	1	2
FRIDAY	4/12/2013	4PM	7PM	0.5	2.5
SATURDAY	4/13/2013	10AM	4PM	2	4
SUNDAY	4/14/2013	10AM	4PM	2	4

WORKWEEK HOURS TOTAL: 25.5

EMPLOYEE SIGNATURE: Confidential

Butler's Exh. 26, p. 972

PAY: $425.00
DRAWS: $300.00
NET: $125.00

NAME: JOSEPH GUILLEN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12:00:00 AM	OFF	0	0
TUESDAY	4/9/2013	9AM	6PM	2.5	6.5
WEDNESDAY	4/10/2013	9AM	6PM	2.5	6.5
THURSDAY	4/11/2013	3PM	6PM	1	2
FRIDAY	4/12/2013	4PM	7PM	0.5	2.5
SATURDAY	4/13/2013	10AM	4PM	2	4
SUNDAY	4/14/2013	10AM	4PM	2	4

WORKWEEK HOURS TOTAL: 25.5

EMPLOYEE SIGNATURE: Confidential

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: BONIFACIO QUIJANO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013		OFF		
TUESDAY	4/9/2013	9AM	6PM	2.5	6.5
WEDNESDAY	4/10/2013	9AM	6PM	2.5	6.5
THURSDAY	4/11/2013	6PM	10PM	1	3
FRIDAY	4/12/2013	7PM	11PM	2	2
SATURDAY	4/13/2013	4PM	11PM	2	4
SUNDAY	4/14/2013	4PM	11PM	2	4

WORKWEEK HOURS TOTAL: 26

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $40.00
NET: $285.00

NAME: EDGAR PEREZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12:00:00 AM	OFF	0	0
TUESDAY	4/9/2013	9AM	6PM	2.5	6.5
WEDNESDAY	4/10/2013	9AM	6PM	2.5	6.5
THURSDAY	4/11/2013	6PM	10PM	1	3
FRIDAY	4/12/2013	7PM	11PM	2	2
SATURDAY	4/13/2013	4PM	11PM	2	4
SUNDAY	4/14/2013	4PM	11PM	2	4

WORKWEEK HOURS TOTAL: 26

EMPLOYEE SIGNATURE: Confidential

PAY: $232.14
DRAWS: $80.00
NET: $152.14

NAME: RICKY LAJOICES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12:00:00 AM	OFF	0	0
TUESDAY	4/9/2013	12:00:00 AM	OFF	0	0
WEDNESDAY	4/10/2013	9AM	6PM	2.5	6.5
THURSDAY	4/11/2013	3PM	6PM	1	2
FRIDAY	4/12/2013	4PM	7PM	0.5	2.5
SATURDAY	4/13/2013	10AM	4PM	2	4
SUNDAY	4/14/2013	10AM	4PM	2	4

WORKWEEK HOURS TOTAL: 19

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $40.00
NET: $285.00

ME: IRVING PORTILLA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12:00:00 AM	OFF	0	0
TUESDAY	4/9/2013	9AM	6PM	2.5	6.5
EDNESDAY	4/10/2013	9AM	6PM	2.5	6.5
THURSDAY	4/11/2013	3PM	6PM	1	2
FRIDAY	4/12/2013	4PM	7PM	0.5	2.5
SATURDAY	4/13/2013	10AM	4PM	2	4
SUNDAY	4/14/2013	10AM	4PM	2	4

ORKWEEK URS TOTAL: 25.5

OYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $120.00
NET: $205.00

NAME: VU NGUYEN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12:00:00 AM	OFF	0	0
TUESDAY	4/9/2013	9AM	6PM	2.5	6.5
WEDNESDAY	4/10/2013	9AM	6PM	2.5	6.5
THURSDAY	4/11/2013	6PM	10PM	1	3
FRIDAY	4/12/2013	7PM	11PM	2	2
SATURDAY	4/13/2013	4PM	11PM	2	4
SUNDAY	4/14/2013	4PM	11PM	2	4

WORKWEEK HOURS TOTAL: 26

EMPLOYEE SIGNATURE: Confidential

PAY: $425.00
DRAWS: $120.00
NET: $305.00

NAME: JOSE SALAZAR

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12:00:00 AM	OFF	0	0
TUESDAY	4/9/2013	9AM	6PM	2.5	6.5
WEDNESDAY	4/10/2013	9AM	6PM	2.5	6.5
THURSDAY	4/11/2013	3PM	6PM	1	2
FRIDAY	4/12/2013	4PM	7PM	0.5	2.5
SATURDAY	4/13/2013	10AM	4PM	2	4
SUNDAY	4/14/2013	10AM	4PM	2	4

WORKWEEK HOURS TOTAL: 25.5

EMPLOYEE SIGNATURE: [redacted]

Confidential

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: LAZARO QUIJANO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12:00:00 AM	OFF	0	0
TUESDAY	4/9/2013	9AM	6PM	2.5	6.5
WEDNESDAY	4/10/2013	9AM	6PM	2.5	6.5
THURSDAY	4/11/2013	6PM	10PM	1	3
FRIDAY	4/12/2013	7PM	11PM	2	2
SATURDAY	4/13/2013	4PM	11PM	2	4
SUNDAY	4/14/2013	4PM	11PM	2	4

WORKWEEK HOURS TOTAL: 26

EMPLOYEE SIGNATURE: [redacted]

Confidential

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: FELLIX RAMOS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12:00:00 AM	OFF	0	0
TUESDAY	4/9/2013	9AM	6PM	2.5	6.5
WEDNESDAY	4/10/2013	9AM	6PM	2.5	6.5
THURSDAY	4/11/2013	3PM	6PM	1	2
FRIDAY	4/12/2013	4PM	7PM	0.5	2.5
SATURDAY	4/13/2013	10AM	4PM	2	4
SUNDAY	4/14/2013	10AM	4PM	2	4

WORKWEEK HOURS TOTAL: 25.5

EMPLOYEE SIGNATURE: [redacted]

Confidential

PAY: $325.00
DRAWS: $0.00
NET: $325.00

ME: ALEJANDRO PEREZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12:00:00 AM	OFF	0	0
TUESDAY	4/9/2013	9AM	6PM	2.5	6.5
EDNESDAY	4/10/2013	9AM	6PM	2.5	6.5
THURSDAY	4/11/2013	3PM	6PM	1	2
FRIDAY	4/12/2013	4PM	7PM	0.5	2.5
SATURDAY	4/13/2013	10AM	4PM	2	4
SUNDAY	4/14/2013	10AM	4PM	2	4

WORKWEEK HOURS TOTAL: 25.5

Confidential

OYEE SIGNATURE:

PAY: $400.00
DRAWS: $0.00
NET: $400.00

NAME: CARLOS PERDOMO

DAY	DATE	IN	OUT	BREAKS	TOTAL HO
MONDAY	4/8/2013	12:00:00 AM	OFF	0	0
TUESDAY	4/9/2013	9AM	6PM	2.5	6.5
WEDNESDAY	4/10/2013	9AM	6PM	2.5	6.5
THURSDAY	4/11/2013	9 A.M	6PM	1	2
FRIDAY	4/12/2013	4PM	7PM	0.5	2.5
SATURDAY	4/13/2013	10AM	4PM	2	4
SUNDAY	4/14/2013	10AM	4PM	2	4

WORKWEEK HOURS TOTAL: 25.5

Confidential

EMPLOYEE SIGNATURE:

PAY: $350.00
DRAWS: $0.00
NET: $350.00

AME: JOSE CASTRO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12:00:00 AM	OFF	0	0
TUESDAY	4/9/2013	9AM	6PM	2.5	6.5
WEDNESDAY	4/10/2013	9AM	6PM	2.5	6.5
THURSDAY	4/11/2013	3PM	6PM	1	2
FRIDAY	4/12/2013	4PM	7PM	0.5	2.5
SATURDAY	4/13/2013	10AM	4PM	2	4
SUNDAY	4/14/2013	10AM	4PM	2	4

WORKWEEK HOURS TOTAL: 25.5

Confidential

PLOYEE SIGNATURE:

PAY: $425.00
DRAWS: $0.00
NET: $425.00

NAME: FLORENCIO OLIVA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12:00:00 AM	OFF	0	0
TUESDAY	4/9/2013	9AM	6PM	2.5	6.5
WEDNESDAY	4/10/2013	9AM	6PM	2.5	6.5
THURSDAY	4/11/2013	3PM	6PM	1	2
FRIDAY	4/12/2013	4PM	7PM	0.5	2.5
SATURDAY	4/13/2013	10AM	4PM	2	4
SUNDAY	4/14/2013	10AM	4PM	2	4

WORKWEEK HOURS TOTAL: 25.5

Confidential

EMPLOYEE SIGNATURE:

PAY: $325.00
DRAWS: $80.00
NET: $245.00

AME: MIGUEL GALLEGOS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12:00:00 AM	OFF	0	0
TUESDAY	4/9/2013	9AM	6PM	2.5	6.5
VEDNESDAY	4/10/2013	9AM	6PM	2.5	6.5
THURSDAY	4/11/2013	3PM	6PM	1	2
FRIDAY	4/12/2013	4PM	7PM	0.5	2.5
SATURDAY	4/13/2013	10AM	4PM	2	4
SUNDAY	4/14/2013	10AM	4PM	2	4

WORKWEEK HOURS TOTAL: 25.5

Confidential

PLOYEE SIGNATURE:

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: CRECENCIANO PENA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12:00:00 AM	OFF	0	0
TUESDAY	4/9/2013	9AM	6PM	2.5	6.5
WEDNESDAY	4/10/2013	9AM	6PM	2.5	6.5
THURSDAY	4/11/2013	3PM	6PM	1	2
FRIDAY	4/12/2013	4PM	7PM	0.5	2.5
SATURDAY	4/13/2013	10AM	4PM	2	4
SUNDAY	4/14/2013	10AM	4PM	2	4

WORKWEEK HOURS TOTAL: 25.5

Confidential

EMPLOYEE SIGNATURE:

PAY: $325
DRAWS: $0
NET: $325

NAME: FRANCISCO MENDOZA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
[illegible]NDAY	4/8/2013	12:00:00 AM	OFF	0	0
[illegible]ESDAY	4/9/2013	9AM	6PM	2.5	6.5
WEDNESDAY	4/10/2013	9AM	6PM	2.5	6.5
THURSDAY	4/11/2013	6PM	10PM	1	3
FRIDAY	4/12/2013	7PM	11PM	2	2
SATURDAY	4/13/2013	4PM	11PM	2	4
SUNDAY	4/14/2013	4PM	11PM	2	4

WORKWEEK HOURS TOTAL: 26

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $385.00
DRAWS: $60.00
NET: $325.00

NAME: ROBERTO PENA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12:00:00 AM	OFF	0	0
TUESDAY	4/9/2013	9AM	6PM	2.5	6.5
WEDNESDAY	4/10/2013	9AM	6PM	2.5	6.5
THURSDAY	4/11/2013	3PM	6PM	1	2
FRIDAY	4/12/2013	4PM	7PM	0.5	2.5
SATURDAY	4/13/2013	10AM	4PM	2	4
SUNDAY	4/14/2013	10AM	4PM	2	4

WORKWEEK HOURS TOTAL: 25.5

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: RUDY ALEMAN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12:00:00 AM	OFF	0	0
TUESDAY	4/9/2013	9AM	6PM	2.5	6.5
WEDNESDAY	4/10/2013	9AM	6PM	2.5	6.5
THURSDAY	4/11/2013	6PM	10PM	1	3
FRIDAY	4/12/2013	7PM	11PM	2	2
SATURDAY	4/13/2013	4PM	11PM	2	4
[illegible]NDAY	4/14/2013	4PM	11PM	2	4

[illegible]EK HOURS TOTAL: 26

[illegible]PLOYEE SIGNATURE: Confidential [redacted]

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: JAIME MENDOZA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12:00:00 AM	OFF	0	0
TUESDAY	4/9/2013	9AM	6PM	2.5	6.5
WEDNESDAY	4/10/2013	9AM	6PM	2.5	6.5
THURSDAY	4/11/2013	3PM	6PM	1	2
FRIDAY	4/12/2013	4PM	7PM	0.5	2.5
SATURDAY	4/13/2013	10AM	4PM	2	4
SUNDAY	4/14/2013	10AM	4PM	2	4

WORKWEEK HOURS TOTAL: 25.5

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $355.00
DRAWS: $0.00
NET: $355.00

ME: MARIANO GONZALEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12:00:00 AM	OFF	0	0
TUESDAY	4/9/2013	9AM	6PM	2.5	6.5
[illegible]EDNESDAY	4/10/2013	9AM	6PM	2.5	6.5
THURSDAY	4/11/2013	6PM	10PM	1	3
FRIDAY	4/12/2013	7PM	11PM	2	2
SATURDAY	4/13/2013	4PM	11PM	2	4
SUNDAY	4/14/2013	4PM	11PM	2	4

WORKWEEK HOURS TOTAL: 26

[illegible]LOYEE SIGNATURE: Confidential [redacted]

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: ENRIQUE LUNA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12:00:00 AM	OFF	0	0
TUESDAY	4/9/2013	9AM	6PM	2.5	6.5
WEDNESDAY	4/10/2013	9AM	6PM	2.5	6.5
THURSDAY	4/11/2013	3PM	6PM	1	2
FRIDAY	4/12/2013	4PM	7PM	0.5	2.5
SATURDAY	4/13/2013	10AM	4PM	2	4
SUNDAY	4/14/2013	10AM	4PM	2	4

WORKWEEK HOURS TOTAL: 25.5

EMPLOYEE SIGNATURE: Confidential [redacted]

AY: $425.00
DRAWS: $0.00
NET: $425.00

ME: CLEMENTE PENA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12:00:00 AM	OFF	0	0
TUESDAY	4/9/2013	9AM	6PM	2.5	6.5
DNESDAY	4/10/2013	9AM	6PM	2.5	6.5
HURSDAY	4/11/2013	3PM	6PM	1	2
FRIDAY	4/12/2013	4PM	7PM	0.5	2.5
ATURDAY	4/13/2013	10AM	4PM	2	4
SUNDAY	4/14/2013	10AM	4PM	2	4

ORKWEEK
JRS TOTAL: 25.5

YEE SIGNATURE:

Confidential

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: EFRAIN FLORES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12:00:00 AM	OFF	0	0
TUESDAY	4/9/2013	9AM	6PM	2.5	6.5
WEDNESDAY	4/10/2013	9AM	6PM	2.5	6.5
THURSDAY	4/11/2013	6PM	10PM	1	3
FRIDAY	4/12/2013	7PM	11PM	2	2
SATURDAY	4/13/2013	4PM	11PM	2	4
SUNDAY	4/14/2013	4PM	11PM	2	4

WORKWEEK
HOURS TOTAL: 26

EMPLOYEE SIGNATURE:

Confidential

PAY: $325.00
DRAWS: $80.00
NET: $245.00

ME: JOSE CARMONA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12:00:00 AM	OFF	0	0
TUESDAY	4/9/2013	9AM	6PM	2.5	6.5
EDNESDAY	4/10/2013	9AM	6PM	2.5	6.5
THURSDAY	4/11/2013	6PM	10PM	1	3
FRIDAY	4/12/2013	7PM	11PM	2	2
SATURDAY	4/13/2013	4PM	11PM	2	4
SUNDAY	4/14/2013	4PM	11PM	2	4

WORKWEEK
HOURS TOTAL: 26

LOYEE SIGNATURE:

Confidential

PAY: $340.00
DRAWS: $0.00
NET: $340.00

NAME: MARIO CAMPOS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12:00:00 AM	OFF	0	0
TUESDAY	4/9/2013	9AM	6PM	2.5	6.5
WEDNESDAY	4/10/2013	9AM	6PM	2.5	6.5
THURSDAY	4/11/2013	6PM	10PM	1	3
FRIDAY	4/12/2013	7PM	11PM	2	2
SATURDAY	4/13/2013	4PM	11PM	2	4
SUNDAY	4/14/2013	4PM	11PM	2	4

WORKWEEK
HOURS TOTAL: 26

EMPLOYEE SIGNATURE:

Confidential

PAY: $375.00
DRAWS: $200.00
NET: $175.00

ME: RONNIE BROWN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12:00:00 AM	OFF	0	0
TUESDAY	4/9/2013	9AM	6PM	2.5	6.5
EDNESDAY	4/10/2013	9AM	6PM	2.5	6.5
THURSDAY	4/11/2013	6PM	10PM	1	3
FRIDAY	4/12/2013	7PM	11PM	2	2
SATURDAY	4/13/2013	4PM	11PM	2	4
SUNDAY	4/14/2013	4PM	11PM	2	4

WORKWEEK
URS TOTAL: 26

OYEE SIGNATURE:

Confidential

PAY: $385.00
DRAWS: $27.00
NET: $358.00

NAME: ROGELIO PEREZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12:00:00 AM	OFF	0	0
TUESDAY	4/9/2013	9AM	6PM	2.5	6.5
WEDNESDAY	4/10/2013	9AM	6PM	2.5	6.5
THURSDAY	4/11/2013	6PM	10PM	1	3
FRIDAY	4/12/2013	7PM	11PM	2	2
SATURDAY	4/13/2013	4PM	11PM	2	4
SUNDAY	4/14/2013	4PM	11PM	2	4

WORKWEEK
HOURS TOTAL: 26

EMPLOYEE SIGNATURE:

Confidential

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: VICENTE MARTINEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
[illegible]AY	4/8/2013	12:00:00 AM	OFF	0	0
[illegible]AY	4/9/2013	9AM	6PM	2.5	6.5
WEDNESDAY	4/10/2013	9AM	6PM	2.5	6.5
THURSDAY	4/11/2013	6PM	10PM	1	3
FRIDAY	4/12/2013	7PM	11PM	2	2
SATURDAY	4/13/2013	4PM	11PM	2	4
SUNDAY	4/14/2013	4PM	11PM	2	4

WORKWEEK HOURS TOTAL: Confidential 26

EMPLOYEE SIGNATURE:

PAY: $350.00
DRAWS: $80.00
NET: $270.00

NAME: RAUL SEDANO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12:00:00 AM	OFF	0	0
TUESDAY	4/9/2013	9AM	6PM	2.5	6.5
WEDNESDAY	4/10/2013	9AM	6PM	2.5	6.5
THURSDAY	4/11/2013	3PM	6PM	1	2
FRIDAY	4/12/2013	4PM	7PM	0.5	2.5
SATURDAY	4/13/2013	10AM	4PM	2	4
SUNDAY	4/14/2013	10AM	4PM	2	4

WORKWEEK HOURS TOTAL: Confidential 25.5

EMPLOYEE SIGNATURE:

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: AURELIO MARQUEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12:00:00 AM	OFF	0	0
TUESDAY	4/9/2013	9AM	6PM	2.5	6.5
WEDNESDAY	4/10/2013	9AM	6PM	2.5	6.5
THURSDAY	4/11/2013	6PM	10PM	1	3
FRIDAY	4/12/2013	7PM	11PM	2	2
SATURDAY	4/13/2013	4PM	11PM	2	4
SUNDAY	4/14/2013	4PM	11PM	2	4

WORKWEEK HOURS TOTAL: Confidential 26

EMPLOYEE SIGNATURE:

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: INOCENCIO ZEPEDA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12:00:00 AM	OFF	0	0
TUESDAY	4/9/2013	9AM	6PM	2.5	6.5
WEDNESDAY	4/10/2013	9AM	6PM	2.5	6.5
THURSDAY	4/11/2013	6PM	10PM	1	3
FRIDAY	4/12/2013	7PM	11PM	2	2
SATURDAY	4/13/2013	4PM	11PM	2	4
SUNDAY	4/14/2013	4PM	11PM	2	4

WORKWEEK HOURS TOTAL: Confidential 26

EMPLOYEE SIGNATURE:

Payslips

MARICOPA

(B)

2013

04/08/2013 - 04/14/2013

Butler's Exh. 26, p. 979
Butler000979
AR - 2560

LOCATION: MARICOPA
WEEK ENDING: 4/14/2013

GROSS PAY: 376.-

NAME: Sarah Jones

SIGNATURE: Confidential

LOCATION: MARICOPA
WEEK ENDING: 4/14/2013

GROSS PAY: 392.-

NAME: Karen Harris

SIGNATURE: Confidential

LOCATION: MARICOPA
WEEK ENDING: 4/14/2013

GROSS PAY: 418.-

NAME: Donna Robinson

SIGNATURE: Confidential

LOCATION: **MARICOPA**
WEEK ENDING: ***4/14/2013***

GROSS PAY: 408.

NAME: Tina LeMere

SIGNATURE: Confidential

LOCATION: **MARICOPA**
WEEK ENDING: ***4/14/2013***

GROSS PAY: 428.-

NAME: Jamie Dandridge

SIGNATURE: Confidential

LOCATION: **MARICOPA**
WEEK ENDING: ***4/14/2013***

GROSS PAY: 430.

NAME: Bobbie Ewell

SIGNATURE: Confidential

LOCATION: MARICOPA
WEEK ENDING: 4/14/2013

GROSS PAY: 440.

NAME: Angela Hallaway

SIGNAT Confidential

LOCATION: MARICOPA
WEEK ENDING: 4/14/2013

GROSS PAY: 408

NAME: Barbara Shepard

SIGNATURE: Confidential

LOCATION: MARICOPA
WEEK ENDING: 4/14/2013

GROSS PAY: 408

NAME: Kristi Jessie

SIGNATURE: Confidential

Butler's Exh. 26, p. 982

LOCATION: MARICOPA
WEEK ENDING: 4/14/2013

GROSS PAY: 412.-

NAME: April Castellon

SIGNATURE: Confidential

LOCATION: MARICOPA
WEEK ENDING: 4/14/2013

GROSS PAY: 362.-

NAME: Julie Griffiths

SIGNATURE: Confidential

MARICOPA COUNTY FAIR		
2013		
	TICKET SELLER PAY	
SELLER	**GROSS**	**NET**
ANGELA HALLOWAY	$440.00	$335.00
APRIL CASTANELLI	$412.00	$268.00
BARBARA SHEPARD	$408.00	$262.00
DONNA ROBINSON	$418.00	$218.00
KAREN HARRIS	$392.00	$212.00
KRISTI JESSIE	$408.00	$356.00
BOBBIE EWELL	$430.00	$296.00
SARAH JONES	$376.00	$258.00
JAMIE DANDRIDGE	$428.00	$434.00
TINA KELLNER	$408.00	$240.00
TOTALS	**$4,120.00**	**$2,879.00**

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Butler000984

PAY: $240.00
DRAWS: $0.00
NET: $240.00

NAME: JAMES AARON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	3/25/2013	OFF	OFF	0	0
TUESDAY	3/26/2013	OFF	OFF	0	0
WEDNESDAY	3/27/2013	OFF	OFF	0	0
THURSDAY	3/28/2013	9 A.M	5 P.M.	4	4
FRIDAY	3/29/2013	2 P.M.	10 P.M.	7	3
SATURDAY	3/30/2013	10 A.M.	11 P.M.	5.5	7.5
SUNDAY	3/31/2013	11 A.M.	12 A.M.	5	8

WORKWEEK HOURS TOTAL: 22.5

EMPLOYEE SIGNATURE: Confidential

PAY: 500.-
DRAWS: $0.00
NET: 500.-

NAME: Saul Estudillo

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	OFF	OFF	0	0
TUESDAY	4/9/2013	9 A.M	5 P.M.	3	5
WEDNESDAY	4/10/2013	9 A.M.	11 P.M.	9.5	4.5
THURSDAY	4/11/2013	9 A.M	11 P.M.	9	5
FRIDAY	4/12/2013	9 A.M.	11 P.M.	7	7
SATURDAY	4/13/2013	9 A.M	11 P.M.	9	5
SUNDAY	4/14/2013	10 A.M.	12 A.M.	8	6

WORKWEEK HOURS TOTAL: 32.5

EMPLOYEE SIGNATURE: Confidential

PAY: $600.00
DRAWS: $0.00
NET: $600.00

NAME: JOSE VENTURA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/9/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	4/10/2013	9 A.M.	5 P.M.	2	6
THURSDAY	4/11/2013	OFF	OFF	0	0
FRIDAY	4/12/2013	OFF	OFF	0	0
SATURDAY	4/13/2013	OFF	OFF	0	0
SUNDAY	4/14/2013	10 P.M.	12 A.M.	0	2

WORKWEEK HOURS TOTAL: 17.5

EMPLOYEE SIGNATURE: Confidential

Butler's [illegible] 985

Butler000985

DRAWS: $0.00
NET: $400.00

NAME: JESUS MARTINEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/9/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	4/10/2013	9 A.M.	11 P.M.	9.5	4.5
THURSDAY	4/11/2013	9 A.M	11 P.M.	9	5
FRIDAY	4/12/2013	9 A.M.	11 P.M.	10	6
SATURDAY	4/13/2013	9 A.M	11 P.M.	8.5	5.5
SUNDAY	4/14/2013	10 A.M.	12 A.M.	7	7

WORKWEEK HOURS TOTAL: 38

Confidential

EMPLOYEE SIGNATURE:

PAY: $275.00
DRAWS: $0.00
NET: $275.00

NAME: RAUL SEVERO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/9/2013	9 A.M	5 P.M.	3	5
WEDNESDAY	4/10/2013	9 A.M.	11 P.M.	9.5	5
THURSDAY	4/11/2013	9 A.M	11 P.M.	9	5
FRIDAY	4/12/2013	9 A.M.	11 P.M.	9	6
SATURDAY	4/13/2013	9 A.M	3 P.M.	2	4
SUNDAY	4/14/2013	OFF	OFF	0	0

WORKWEEK HOURS TOTAL: 28

Confidential

EMPLOYEE SIGNATURE:

PAY: $425.00
DRAWS: $0.00
NET: $425.00

NAME: ROSALINO GONZALEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/9/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	4/10/2013	9 A.M.	11 P.M.	9	5
THURSDAY	4/11/2013	9 A.M	11 P.M.	9	5
FRIDAY	4/12/2013	9 A.M.	11 P.M.	9	5
SATURDAY	4/13/2013	9 A.M	11 P.M.	8	6
SUNDAY	4/14/2013	10 A.M.	12 A.M.	7	7

WORKWEEK HOURS TOTAL: 37

Confidential

EMPLOYEE SIGNATURE:

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Butler000986

PAY: $325.00

DRAWS:

NET: $325.00

NAME: TINA MOSHER

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/9/2013	9 A.M	5 P.M.	2.5	5.5
WEDNESDAY	4/10/2013	9 A.M.	11 P.M.	8.5	5.5
THURSDAY	4/11/2013	9 A.M	11 P.M.	9	5
FRIDAY	4/12/2013	9 A.M.	11 P.M.	7.5	6.5
SATURDAY	4/13/2013	9 A.M	11 P.M.	9	5
SUNDAY	4/14/2013	10 A.M.	12 A.M.	8	6

WORKWEEK HOURS TOTAL: 36.5

EMPLOYEE SIGNATURE: Confidential

PAY: $600.00

DRAWS: $0.00

NET: $600.00

NAME: JAMES JOHNSON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/9/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	4/10/2013	9 A.M.	5 P.M.	2	6
THURSDAY	4/11/2013	OFF	OFF	0	0
FRIDAY	4/12/2013	OFF	OFF	0	0
SATURDAY	4/13/2013	OFF	OFF	0	0
SUNDAY	4/14/2013	10 P.M.	12 A.M.	0	2

WORKWEEK HOURS TOTAL: 17

EMPLOYEE SIGNATURE: Confidential

PAY: $375.00

DRAWS: $0.00

NET: $375.00

NAME: FRANK BARAJAS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/9/2013	9 A.M	5 P.M.	2.5	5.5
WEDNESDAY	4/10/2013	9 A.M.	11 P.M.	7.5	6.5
THURSDAY	4/11/2013	9 A.M	11 P.M.	9.5	4.5
FRIDAY	4/12/2013	9 A.M.	11 P.M.	7.5	6.5
SATURDAY	4/13/2013	9 A.M	11 P.M.	9	5
SUNDAY	4/14/2013	10 A.M.	12 A.M.	8	6

WORKWEEK HOURS TOTAL: 37

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS:
NET: $325.00

NAME: MARLA OBRENTZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/9/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	4/10/2013	9 A.M.	11 P.M.	9.5	4.5
THURSDAY	4/11/2013	9 A.M	11 P.M.	10	4
FRIDAY	4/12/2013	9 A.M.	11 P.M.	11	5
SATURDAY	4/13/2013	9 A.M	11 P.M.	6	8
SUNDAY	4/14/2013	10 A.M.	12 A.M.	7	7

WORKWEEK HOURS TOTAL: 37.5

EMPLOYEE SIGNATURE: [redacted] Confidential

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: SYBERT SLACK

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/9/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	4/10/2013	9 A.M.	11 P.M.	9.5	4.5
THURSDAY	4/11/2013	9 A.M	11 P.M.	9	5
FRIDAY	4/12/2013	9 A.M.	11 P.M.	10	6
SATURDAY	4/13/2013	9 A.M	11 P.M.	8.5	5.5
SUNDAY	4/14/2013	10 A.M.	12 A.M.	7	7

WORKWEEK HOURS TOTAL: 38

EMPLOYEE SIGNATURE: [redacted] Confidential

PAY: $400.00
DRAWS: $0.00
NET: $400.00

NAME: STEPHEN SMITH

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/9/2013	9 A.M	5 P.M.	3	5
WEDNESDAY	4/10/2013	9 A.M.	11 P.M.	10	4
THURSDAY	4/11/2013	9 A.M	11 P.M.	9	5
FRIDAY	4/12/2013	9 A.M.	11 P.M.	8	6
SATURDAY	4/13/2013	9 A.M	11 P.M.	8	6
SUNDAY	4/14/2013	10 A.M.	12 A.M.	7	7

WORKWEEK HOURS TOTAL: 36

EMPLOYEE SIGNATURE: Butler's E[redacted] Confidential

500

PAY: ~~$450.00~~

DRAWS: $0.00

NET: ~~$450.00~~

320

NAME: MIKE BROWN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/9/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	4/10/2013	9 A.M.	11 P.M.	8.5	5.5
THURSDAY	4/11/2013	9 A.M	11 P.M.	10	4
FRIDAY	4/12/2013	9 A.M.	11 P.M.	9	7
SATURDAY	4/13/2013	9 A.M	11 P.M.	9	5
SUNDAY	4/14/2013	10 A.M.	12 A.M.	7	7

WORKWEEK HOURS TOTAL: 37.5

Confidential

EMPLOYEE SIGNATURE:

PAY: $325.00

DRAWS: $0.00

NET: $325.00

NAME: APOLLOS McCOREY

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/9/2013	9 A.M	5 P.M.	2.5	5.5
WEDNESDAY	4/10/2013	9 A.M.	11 P.M.	8	6
THURSDAY	4/11/2013	9 A.M	11 P.M.	9	5
FRIDAY	4/12/2013	9 A.M.	11 P.M.	6.5	7.5
SATURDAY	4/13/2013	9 A.M	11 P.M.	9	5
SUNDAY	4/14/2013	10 A.M.	12 A.M.	8	6

WORKWEEK HOURS TOTAL: 38

Confidential

EMPLOYEE SIGNATURE:

PAY: $450.00

DRAWS: $0.00

NET: $450.00

NAME: MIKE PITTS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/9/2013	9 A.M	5 P.M.	3	5
WEDNESDAY	4/10/2013	9 A.M.	11 P.M.	8	6
THURSDAY	4/11/2013	9 A.M	11 P.M.	8	6
FRIDAY	4/12/2013	9 A.M.	11 P.M.	6.5	7.5
SATURDAY	4/13/2013	9 A.M	11 P.M.	9	5
SUNDAY	4/14/2013	10 A.M.	12 A.M.	8	6

WORKWEEK HOURS TOTAL: 38.5

Confidential

EMPLOYEE SIGNATURE:

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PAY: [redacted]
DRAWS: $0.00
NET: $325.00

NAME: GUNNAR SAGAR

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/9/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	4/10/2013	9 A.M.	11 P.M.	10	4
THURSDAY	4/11/2013	9 A.M	11 P.M.	8.5	5.5
FRIDAY	4/12/2013	9 A.M.	11 P.M.	10	4
SATURDAY	4/13/2013	9 A.M	11 P.M.	8	6
SUNDAY	4/14/2013	10 A.M.	12 A.M.	7	7

WORKWEEK HOURS TOTAL: 35.5

EMPLOYEE SIGNATURE:

Confidential

PAY: $360.00
DRAWS: $0.00
NET: $360.00

NAME: JAMES AARON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/9/2013	9 A.M	5 P.M.	2.5	5.5
WEDNESDAY	4/10/2013	9 A.M.	11 P.M.	8	6
THURSDAY	4/11/2013	9 A.M	11 P.M.	9	5
FRIDAY	4/12/2013	9 A.M.	11 P.M.	6.5	7.5
SATURDAY	4/13/2013	9 A.M	11 P.M.	9	5
SUNDAY	4/14/2013	10 A.M.	12 A.M.	8	6

WORKWEEK HOURS TOTAL: 38

EMPLOYEE SIGNATURE:

Confidential

[redacted]

PAY: $900.00
DRAWS: $0.00
NET: $900.00

NAME: RON QUINT

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/9/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	4/10/2013	9 A.M.	5 P.M.	3	5
THURSDAY	4/11/2013	OFF	OFF	0	0
FRIDAY	4/12/2013	OFF	OFF	0	0
SATURDAY	4/13/2013	OFF	OFF	0	0
SUNDAY	4/14/2013	10 P.M.	12 A.M.	0	2

WORKWEEK HOURS TOTAL: 16

EMPLOYEE SIGNATURE:

Confidential

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PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: DIONISIO DOROTEO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/9/2013	9 A.M	5 P.M.	2.5	5.5
WEDNESDAY	4/10/2013	9 A.M.	11 P.M.	8	6
THURSDAY	4/11/2013	9 A.M	11 P.M.	9	5
FRIDAY	4/12/2013	9 A.M.	[redacted]		7.5
SATURDAY	4/13/2013	9 A.M	[redacted]		5
SUNDAY	4/14/2013	10 A.M.	[redacted]		6

WORKWEEK HOURS TOTAL: 38

EMPLOYEE SIGNATURE:

Confidential

PAY: $430.00
DRAWS: $0.00
NET: $430.00

NAME: ALBERTO BENEVIDES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/9/2013	9 A.M	5 P.M.	3	5
WEDNESDAY	4/10/2013	9 A.M.	11 P.M.	8	6
THURSDAY	4/11/2013	9 A.M	11 P.M.	8	6
FRIDAY	4/12/2013	9 A.M.	11 P.M.	6.5	7.5
SATURDAY	4/13/2013	9 A.M	11 P.M.	9	5
SUNDAY	4/14/2013	10 A.M.	12 A.M.	8	6

WORKWEEK HOURS TOTAL: 38.5

EMPLOYEE SIGNATURE:

Confidential

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: LEMITIA JACKSON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/9/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	4/10/2013	9 A.M.	11 P.M.	9.5	4.5
THURSDAY	4/11/2013	9 A.M	11 P.M.	9	5
FRIDAY	4/12/2013	9 A.M.	11 P.M.	10	6
SATURDAY	4/13/2013	9 A.M	11 P.M.	8.5	5.5
SUNDAY	4/14/2013	10 A.M.	12 A.M.	7	7

WORKWEEK HOURS TOTAL: 38

EMPLOYEE SIGNATURE: Butl[redacted]

Confidential

PAY: $500.00
DRAWS: $0.00
NET: $500.00

NAME: JULIO GASCA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/9/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	4/10/2013	9 A.M.	11 P.M.	8.5	5.5
THURSDAY	4/11/2013	9 A.M	11 P.M.	8.5	5.5
FRIDAY	4/12/2013	9 A.M.	11 P.M.	10	4
SATURDAY	4/13/2013	9 A.M	11 P.M.	8	6
SUNDAY	4/14/2013	10 A.M.	12 A.M.	7	7

WORKWEEK HOURS TOTAL: 37

EMPLOYEE SIGNATURE: Confidential

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: BENJAMIN CATRO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/9/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	4/10/2013	9 A.M.	11 P.M.	9	5
THURSDAY	4/11/2013	9 A.M	11 P.M.	9	5
FRIDAY	4/12/2013	9 A.M.	11 P.M.	9	5
SATURDAY	4/13/2013	9 A.M	11 P.M.	8	6
SUNDAY	4/14/2013	10 A.M.	12 A.M.	7	7

WORKWEEK HOURS TOTAL: 37

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: ANGEL LOPEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/9/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	4/10/2013	9 A.M.	11 P.M.	9.5	4.5
THURSDAY	4/11/2013	9 A.M	11 P.M.	9	5
FRIDAY	4/12/2013	9 A.M.	11 P.M.	11	5
SATURDAY	4/13/2013	9 A.M	11 P.M.	7	7
SUNDAY	4/14/2013	10 A.M.	12 A.M.	7	7

WORKWEEK HOURS TOTAL: 37.5

EMPLOYEE SIGNATURE: Confidential

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PAY: $475.00
DRAWS: $0.00
NET: $475.00

NAME: JAMIE HERNANDEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/9/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	4/10/2013	9 A.M.	11 P.M.	8.5	5.5
THURSDAY	4/11/2013	9 A.M	11 P.M.	10	4
FRIDAY	4/12/2013	9 A.M.	11 P.M.	9	7
SATURDAY	4/13/2013	9 A.M	11 P.M.	9	5
SUNDAY	4/14/2013	10 A.M.	12 A.M.	7	7

WORKWEEK HOURS TOTAL: 37.5

Confidential

EMPLOYEE SIGNATURE:

PAY: $600.00
DRAWS: $0.00
NET: $600.00

NAME: JOHN LOPEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/9/2013	9 A.M	5 P.M.	2.5	5.5
WEDNESDAY	4/10/2013	9 A.M.	11 P.M.	9	5
THURSDAY	4/11/2013	9 A.M	11 P.M.	9	5
FRIDAY	4/12/2013	9 A.M.	11 P.M.	6.5	7.5
SATURDAY	4/13/2013	9 A.M	11 P.M.	9	5
SUNDAY	4/14/2013	10 A.M.	12 A.M.	8	6

WORKWEEK HOURS TOTAL: 37

Confidential

EMPLOYEE SIGNATURE:

PAY: $2,000.00
DRAWS: $0.00
NET: $2,000.00

NAME: BILLY TRUAX

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/9/2013	9 A.M	5 P.M.	2.5	5.5
WEDNESDAY	4/10/2013	9 A.M.	11 P.M.	8.5	5.5
THURSDAY	4/11/2013	9 A.M	11 P.M.	9.5	4.5
FRIDAY	4/12/2013	9 A.M.	11 P.M.	6.5	7.5
SATURDAY	4/13/2013	9 A.M	11 P.M.	9	5
SUNDAY	4/14/2013	10 A.M.	12 A.M.	8	6

WORKWEEK HOURS TOTAL: 37

Confidential

EMPLOYEE SIGNATURE:

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PAY: $390.00
DRAWS: $0.00
NET: $390.00

NAME: AUGUSTIN ESPINOZA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/9/2013	9 A.M	5 P.M.	3	5
WEDNESDAY	4/10/2013	9 A.M.	11 P.M.	8	6
THURSDAY	4/11/2013	9 A.M	11 P.M.	8.5	5.5
FRIDAY	4/12/2013	9 A.M.	11 P.M.	6.5	7.5
SATURDAY	4/13/2013	9 A.M	11 P.M.	9	5
SUNDAY	4/14/2013	10 A.M.	12 A.M.	8	6

WORKWEEK HOURS TOTAL: 38

Confidential

EMPLOYEE SIGNATURE:

PAY: $92.86
DRAWS: $0.00
NET: $92.86

NAME: MAXIMILIANO ENRIQUEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	OFF	OFF	0	0
TUESDAY	4/9/2013	OFF	OFF	0	0
WEDNESDAY	4/10/2013	OFF	OFF	0	0
THURSDAY	4/11/2013	OFF	OFF	0	0
FRIDAY	4/12/2013	OFF	OFF	0	0
SATURDAY	4/13/2013	9 A.M	11 P.M.	7.5	6.5
SUNDAY	4/14/2013	10 A.M.	11 A.M.	7	7

WORKWEEK HOURS TOTAL: 13.5

Confidential

EMPLOYEE SIGNATURE:

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: IGANCAIO CARBALLO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/9/2013	9 A.M	5 P.M.	2.5	5.5
WEDNESDAY	4/10/2013	9 A.M.	11 P.M.	9	5
THURSDAY	4/11/2013	9 A.M	11 P.M.	9	5
FRIDAY	4/12/2013	9 A.M.	11 P.M.	6.5	7.5
SATURDAY	4/13/2013	9 A.M	11 P.M.	9	5
SUNDAY	4/14/2013	10 A.M.	12 A.M.	8	6

WORKWEEK HOURS TOTAL: 37

Confidential

EMPLOYEE SIGNATURE:

PAY: $400.00
DRAWS: $0.00
NET: $400.00

NAME: RUTILIO GUZMAN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/9/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	4/10/2013	9 A.M.	11 P.M.	9.5	4.5
THURSDAY	4/11/2013	9 A.M	11 P.M.	9	5
FRIDAY	4/12/2013	9 A.M.	11 P.M.	10	6
SATURDAY	4/13/2013	9 A.M	11 P.M.	9	5
SUNDAY	4/14/2013	10 A.M.	12 A.M.	7	7

WORKWEEK HOURS TOTAL: 37.5

Confidential

EMPLOYEE SIGNATURE: [redacted]

PAY: $375.00
DRAWS: $0.00
NET: $375.00

NAME: JAVIER HERNANDEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/9/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	4/10/2013	9 A.M.	11 P.M.	8.5	5.5
THURSDAY	4/11/2013	9 A.M	11 P.M.	8.5	5.5
FRIDAY	4/12/2013	9 A.M.	11 P.M.	10	4
SATURDAY	4/13/2013	9 A.M	11 P.M.	8	6
SUNDAY	4/14/2013	10 A.M.	12 A.M.	7	7

WORKWEEK HOURS TOTAL: 37

Confidential

EMPLOYEE SIGNATURE: [redacted]

PAY: $92.86
DRAWS:
NET: $92.86

NAME: ANSELMO PARRA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	OFF	OFF	0	0
TUESDAY	4/9/2013	OFF	OFF	0	0
WEDNESDAY	4/10/2013	OFF	OFF	0	0
THURSDAY	4/11/2013	OFF	OFF	0	0
FRIDAY	4/12/2013	OFF	OFF	0	0
SATURDAY	4/13/2013	9 A.M	11 P.M.	9	5
SUNDAY	4/14/2013	10 A.M.	12 A.M.	8	6

WORKWEEK HOURS TOTAL: 11

Confidential

EMPLOYEE SIGNATURE: [redacted]

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PAY: $1,000.00
DRAWS:
NET: $1,000.00

NAME: TONY RENARD

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/9/2013	9 A.M	5 P.M.	3	5
WEDNESDAY	4/10/2013	9 A.M.	11 P.M.	8	6
THURSDAY	4/11/2013	9 A.M	11 P.M.	8	6
FRIDAY	4/12/2013	9 A.M.	11 P.M.	6.5	7.5
SATURDAY	4/13/2013	9 A.M	11 P.M.	9	5
SUNDAY	4/14/2013	10 A.M.	12 A.M.	8	6

WORKWEEK HOURS TOTAL: 38.5

Confidential

EMPLOYEE SIGNATURE:

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: UBALDO SANCHEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/9/2013	9 A.M	5 P.M.	2.5	5.5
WEDNESDAY	4/10/2013	9 A.M.	11 P.M.	8.5	5.5
THURSDAY	4/11/2013	9 A.M	11 P.M.	9.5	4.5
FRIDAY	4/12/2013	9 A.M.	11 P.M.	7.5	6.5
SATURDAY	4/13/2013	9 A.M	11 P.M.	9	5
SUNDAY	4/14/2013	10 A.M.	12 A.M.	8	6

WORKWEEK HOURS TOTAL: 36

Confidential

EMPLOYEE SIGNATURE:

PAY: $92.86
DRAWS: $0.00
NET: $92.86

NAME: BALBINO RIVERA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	OFF	OFF	0	0
TUESDAY	4/9/2013	OFF	OFF	0	0
WEDNESDAY	4/10/2013	OFF	OFF	0	0
THURSDAY	4/11/2013	OFF	OFF	0	0
FRIDAY	4/12/2013	OFF	OFF	0	0
SATURDAY	4/13/2013	9 A.M	11 P.M.	9	5
SUNDAY	4/14/2013	10 A.M.	12 A.M.	8	6

WORKWEEK HOURS TOTAL: 11

Confidential

EMPLOYEE SIGNATURE:

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PAY: 380
DRAWS:
NET: 380

NAME: JOSE GUTIERREZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/9/2013	9 A.M	5 P.M.	2.5	5.5
WEDNESDAY	4/10/2013	9 A.M.	11 P.M.	8.5	5.5
THURSDAY	4/11/2013	9 A.M	11 P.M.	9	5
FRIDAY	4/12/2013	9 A.M.	11 P.M.	8.5	5.5
SATURDAY	4/13/2013	9 A.M	11 P.M.	9	5
SUNDAY	4/14/2013	10 A.M.	12 A.M.	8	6

WORKWEEK HOURS TOTAL: 35.5

EMPLOYEE SIGNATURE: [redacted]

Confidential

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: RASHAD KARIM

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/9/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	4/10/2013	9 A.M.	11 P.M.	10	4
THURSDAY	4/11/2013	9 A.M	11 P.M.	8.5	5.5
FRIDAY	4/12/2013	9 A.M.	11 P.M.	10	4
SATURDAY	4/13/2013	9 A.M	11 P.M.	8	6
SUNDAY	4/14/2013	10 A.M.	12 A.M.	7	7

WORKWEEK HOURS TOTAL:

EMPLOYEE SIGNATURE: [redacted]

Confidential

PAY: $745.00
DRAWS: $0.00
NET: $745.00

NAME: ANTONIO MENDEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/9/2013	9 A.M	5 P.M.	3	5
WEDNESDAY	4/10/2013	9 A.M.	11 P.M.	9	5
THURSDAY	4/11/2013	9 A.M	11 P.M.	8	6
FRIDAY	4/12/2013	9 A.M.	11 P.M.	6.5	7.5
SATURDAY	4/13/2013	9 A.M	11 P.M.	9	5
SUNDAY	4/14/2013	10 A.M.	12 A.M.	8	6

WORKWEEK HOURS TOTAL: 37.5

EMPLOYEE SIGNATURE: [redacted]

Confidential

PAY: $1,650.00
DRAWS: $0.00
NET: $1,650.00

NAME: BOBBY MERTEN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/9/2013	9 A.M	5 P.M.	3	5
WEDNESDAY	4/10/2013	9 A.M.	11 P.M.	9	5
THURSDAY	4/11/2013	9 A.M	11 P.M.	8	6
FRIDAY	4/12/2013	9 A.M.	11 P.M.	6.5	7.5
SATURDAY	4/13/2013	9 A.M	11 P.M.	9	5
SUNDAY	4/14/2013	10 A.M.	12 A.M.	8	6

WORKWEEK HOURS TOTAL: 37.5

Confidential

EMPLOYEE SIGNATURE:

PAY: $1,000.00
DRAWS: $0.00
NET: $1,000.00

NAME: DREW BUDIMIR

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/9/2013	9 A.M	5 P.M.	3	5
WEDNESDAY	4/10/2013	9 A.M.	11 P.M.	9	5
THURSDAY	4/11/2013	9 A.M	11 P.M.	8	6
FRIDAY	4/12/2013	9 A.M.	11 P.M.	6.5	7.5
SATURDAY	4/13/2013	9 A.M	11 P.M.	9	5
SUNDAY	4/14/2013	10 A.M.	12 A.M.	8	6

WORKWEEK HOURS TOTAL: 37.5

Confidential

EMPLOYEE SIGNATURE:

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: CONSTANTINE LOPEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/9/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	4/10/2013	9 A.M.	11 P.M.	9.5	4.5
THURSDAY	4/11/2013	9 A.M	11 P.M.	9	5
FRIDAY	4/12/2013	9 A.M.	11 P.M.	9	7
SATURDAY	4/13/2013	9 A.M	11 P.M.	9	5
SUNDAY	4/14/2013	10 A.M.	12 A.M.	7	7

WORKWEEK HOURS TOTAL: 37.5

Confidential

EMPLOYEE SIGNATURE:

PAY: $325.00
DRAWS:
NET: $325.00

NAME: VALENTINO SANTIAGO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/9/2013	9 A.M	5 P.M.	3	5
WEDNESDAY	4/10/2013	9 A.M.	11 P.M.	8	6
THURSDAY	4/11/2013	9 A.M	11 P.M.	8	6
FRIDAY	4/12/2013	9 A.M.	11 P.M.	6.5	7.5
SATURDAY	4/13/2013	9 A.M	11 P.M.	9	5
SUNDAY	4/14/2013	10 A.M.	12 A.M.	8	6

WORKWEEK HOURS TOTAL: 38.5

EMPLOYEE SIGNATURE: [redacted]

Confidential

PAY: $650.00
DRAWS: $0.00
NET: $650.00

NAME: BENNY HILL

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/9/2013	9 A.M	5 P.M.	3	5
WEDNESDAY	4/10/2013	9 A.M.	11 P.M.	10	4
THURSDAY	4/11/2013	9 A.M	11 P.M.	8.5	5.5
FRIDAY	4/12/2013	9 A.M.	11 P.M.	9	5
SATURDAY	4/13/2013	9 A.M	11 P.M.	8	6
SUNDAY	4/14/2013	10 A.M.	12 A.M.	7	7

WORKWEEK HOURS TOTAL: 35.5

EMPLOYEE SIGNATURE: [redacted]

Confidential

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: JOSE LUIS PENA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/9/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	4/10/2013	9 A.M.	11 P.M.	8.5	5.5
THURSDAY	4/11/2013	9 A.M	11 P.M.	10	4
FRIDAY	4/12/2013	9 A.M.	11 P.M.	10	6
SATURDAY	4/13/2013	9 A.M	11 P.M.	9	5
SUNDAY	4/14/2013	10 A.M.	12 A.M.	7	7

WORKWEEK HOURS TOTAL: 37.5

EMPLOYEE SIGNATURE: [redacted]

Confidential

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PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: JUAN BELLO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/9/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	4/10/2013	9 A.M.	11 P.M.	8.5	5.5
THURSDAY	4/11/2013	9 A.M	11 P.M.	10	4
FRIDAY	4/12/2013	9 A.M.	11 P.M.	10	6
SATURDAY	4/13/2013	9 A.M	11 P.M.	9	5
SUNDAY	4/14/2013	10 A.M.	12 A.M.	7	7

WORKWEEK HOURS TOTAL: 37.5

EMPLOYEE SIGNATURE: Confidential

PAY: $575.00
DRAWS: $0.00
NET: $575.00

NAME: CARLOS ARMENTA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/9/2013	9 A.M	5 P.M.	2.5	5.5
WEDNESDAY	4/10/2013	9 A.M.	11 P.M.	8.5	5.5
THURSDAY	4/11/2013	9 A.M	11 P.M.	9.5	4.5
FRIDAY	4/12/2013	9 A.M.	11 P.M.	7.5	6.5
SATURDAY	4/13/2013	9 A.M	11 P.M.	9	5
SUNDAY	4/14/2013	10 A.M.	12 A.M.	8	6

WORKWEEK HOURS TOTAL: 36

EMPLOYEE SIGNATURE: Confidential

PAY: $500.00
DRAWS: $0.00
NET: $500.00

NAME: DANIEL ANDRADE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/9/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	4/10/2013	9 A.M.	5 P.M.	2	6
THURSDAY	4/11/2013	OFF	OFF	0	0
FRIDAY	4/12/2013	OFF	OFF	0	0
SATURDAY	4/13/2013	OFF	OFF	0	0
SUNDAY	4/14/2013	10 P.M.	12 A.M.	0	2

WORKWEEK HOURS TOTAL: 17

EMPLOYEE SIGNATURE: Confidential

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PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: MARTHA VARGAS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/9/2013	9 A.M	5 P.M.	3	5
WEDNESDAY	4/10/2013	9 A.M.	11 P.M.	8.5	5.5
THURSDAY	4/11/2013	9 A.M	11 P.M.	8.5	5.5
FRIDAY	4/12/2013	9 A.M.	11 P.M.	9	5
SATURDAY	4/13/2013	9 A.M	11 P.M.	8	6
SUNDAY	4/14/2013	10 A.M.	12 A.M.	7	7

WORKWEEK HOURS TOTAL:

EMPLOYEE SIGNATURE:

Confidential

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: ALFONSO ALVARADO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/9/2013	9 A.M	5 P.M.	2.5	5.5
WEDNESDAY	4/10/2013	9 A.M.	11 P.M.	7.5	6.5
THURSDAY	4/11/2013	9 A.M	11 P.M.	9.5	4.5
FRIDAY	4/12/2013	9 A.M.	11 P.M.	7.5	6.5
SATURDAY	4/13/2013	9 A.M	11 P.M.	9	5
SUNDAY	4/14/2013	10 A.M.	12 A.M.	8	6

WORKWEEK HOURS TOTAL: 37

EMPLOYEE SIGNATURE:

Confidential

PAY: $100.00
DRAWS:
NET: $100.00

NAME: RICARDO SANTOS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	OFF	OFF	0	0
TUESDAY	4/9/2013	OFF	OFF	0	0
WEDNESDAY	4/10/2013	OFF	OFF	0	0
THURSDAY	4/11/2013	OFF	OFF	0	0
FRIDAY	4/12/2013	OFF	OFF	0	0
SATURDAY	4/13/2013	9 A.M	11 P.M.	8	6
SUNDAY	4/14/2013	10 A.M.	12 A.M.	7	7

WORKWEEK HOURS TOTAL: 13

EMPLOYEE SIGNATURE:

Confidential

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PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: TODD ALLBRIGHT

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/9/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	4/10/2013	9 A.M.	11 P.M.	8.5	5.5
THURSDAY	4/11/2013	9 A.M	11 P.M.	10	4
FRIDAY	4/12/2013	9 A.M.	11 P.M.	9	7
SATURDAY	4/13/2013	9 A.M	11 P.M.	9	5
SUNDAY	4/14/2013	10 A.M.	12 A.M.	7	7

WORKWEEK HOURS TOTAL: 37.5

EMPLOYEE SIGNATURE:

Confidential

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: ANTONIO ARMENTA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/9/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	4/10/2013	9 A.M.	11 P.M.	9.5	5
THURSDAY	4/11/2013	9 A.M	11 P.M.	9	5
FRIDAY	4/12/2013	9 A.M.	11 P.M.	10	5
SATURDAY	4/13/2013	9 A.M	11 P.M.	8.5	6
SUNDAY	4/14/2013	10 A.M.	12 A.M.	7	7

WORKWEEK HOURS TOTAL: 37

EMPLOYEE SIGNATURE:

Confidential

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: TAYO LAMBERT

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/9/2013	9 A.M	5 P.M.	2.5	5.5
WEDNESDAY	4/10/2013	9 A.M.	11 P.M.	7.5	6.5
THURSDAY	4/11/2013	9 A.M	11 P.M.	9.5	4.5
FRIDAY	4/12/2013	9 A.M.	11 P.M.	7.5	6.5
SATURDAY	4/13/2013	9 A.M	11 P.M.	9	5
SUNDAY	4/14/2013	10 A.M.	12 A.M.	8	6

WORKWEEK HOURS TOTAL: 37

EMPLOYEE SIGNATURE:

Confidential

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: EDILBERTO Santos [redacted]

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/9/2013	9 A.M	5 P.M.	3	5
WEDNESDAY	4/10/2013	9 A.M.	11 P.M.	9	5
THURSDAY	4/11/2013	9 A.M	11 P.M.	8	6
FRIDAY	4/12/2013	9 A.M.	11 P.M.	6.5	7.5
SATURDAY	4/13/2013	9 A.M	11 P.M.	9	5
SUNDAY	4/14/2013	10 A.M.	12 A.M.	8	6

WORKWEEK HOURS TOTAL: 37.5

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $100.00
DRAWS: $0.00
NET: $100.00

NAME: JORGE DELA CRUZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	OFF	OFF	0	0
TUESDAY	4/9/2013	OFF	OFF	0	0
WEDNESDAY	4/10/2013	OFF	OFF	0	0
THURSDAY	4/11/2013	OFF	OFF	0	0
FRIDAY	4/12/2013	OFF	OFF	0	0
SATURDAY	4/13/2013	9 A.M	11 P.M.	9	5
SUNDAY	4/14/2013	10 A.M.	12 A.M.	8	6

WORKWEEK HOURS TOTAL:

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $92.86
DRAWS: $0.00
NET: $92.86

NAME: OSCAR JULIAN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	OFF	OFF	0	0
TUESDAY	4/9/2013	OFF	OFF	0	0
WEDNESDAY	4/10/2013	OFF	OFF	0	0
THURSDAY	4/11/2013	OFF	OFF	9	0
FRIDAY	4/12/2013	OFF	OFF	0	0
SATURDAY	4/13/2013	9 A.M	11 P.M.	8	6
SUNDAY	4/14/2013	10 A.M.	12 A.M.	7	7

WORKWEEK HOURS TOTAL: 13

EMPLOYEE SIGNATURE: Confidential [redacted]

PAY: $325.00
DRAWS:
NET: $325.00

NAME: JOSE CONTRERAS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/9/2013	9 A.M	5 P.M.	2.5	5.5
WEDNESDAY	4/10/2013	9 A.M.	11 P.M.	8.5	5.5
THURSDAY	4/11/2013	9 A.M	11 P.M.	9	5
FRIDAY	4/12/2013	9 A.M.	11 P.M.	7.5	6.5
SATURDAY	4/13/2013	9 A.M	11 P.M.	8.5	5.5
SUNDAY	4/14/2013	10 A.M.	12 A.M.	8	6

WORKWEEK HOURS TOTAL: 37

Confidential

EMPLOYEE SIGNATURE:

PAY: $395.00
DRAWS: $0.00
NET: $395.00

NAME: FELIPE VILLEGAS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/9/2013	9 A.M	5 P.M.	2.5	5.5
WEDNESDAY	4/10/2013	9 A.M.	11 P.M.	9	5
THURSDAY	4/11/2013	9 A.M	11 P.M.	9	5
FRIDAY	4/12/2013	9 A.M.	11 P.M.	6.5	7.5
SATURDAY	4/13/2013	9 A.M	11 P.M.	9	5
SUNDAY	4/14/2013	10 A.M.	12 A.M.	8	6

WORKWEEK HOURS TOTAL: 37

Confidential

EMPLOYEE SIGNATURE:

PAY: $390.00
DRAWS:
NET: $390.00

NAME: JULIAN ARMENTA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/9/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	4/10/2013	9 A.M.	11 P.M.	9.5	4.5
THURSDAY	4/11/2013	9 A.M	11 P.M.	10	4
FRIDAY	4/12/2013	9 A.M.	11 P.M.	11	5
SATURDAY	4/13/2013	9 A.M	11 P.M.	6	8
SUNDAY	4/14/2013	10 A.M.	12 A.M.	7	7

WORKWEEK HOURS TOTAL: 37.5

Confidential

EMPLOYEE SIGNATURE:

Butler's Exh p. 1004

PAY: $365.00
DRAWS: $0.00
NET: $365.00

NAME: ELPIDIO SEDANO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/9/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	4/10/2013	9 A.M.	11 P.M.	9	5
THURSDAY	4/11/2013	9 A.M	11 P.M.	9	5
FRIDAY	4/12/2013	9 A.M.	11 P.M.	9	5
SATURDAY	4/13/2013	9 A.M	11 P.M.	8	6
SUNDAY	4/14/2013	10 A.M.	12 A.M.	7	7

WORKWEEK HOURS TOTAL: 37

EMPLOYEE SIGNATURE: Confidential

PAY: $470.00
DRAWS: $0.00
NET: $470.00

NAME: OMAR PEDRO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/9/2013	9 A.M	5 P.M.	3	5
WEDNESDAY	4/10/2013	9 A.M.	11 P.M.	8	6
THURSDAY	4/11/2013	9 A.M	11 P.M.	8	6
FRIDAY	4/12/2013	9 A.M.	11 P.M.	6.5	7.5
SATURDAY	4/13/2013	9 A.M	11 P.M.	9	5
SUNDAY	4/14/2013	10 A.M.	12 A.M.	8	6

WORKWEEK HOURS TOTAL: 38.5

EMPLOYEE SIGNATURE: Confidential

PAY: $425.00
DRAWS: $0.00
NET: $425.00

NAME: JUAN RUIZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/9/2013	9 A.M	5 P.M.	2.5	5.5
WEDNESDAY	4/10/2013	9 A.M.	11 P.M.	7.5	6.5
THURSDAY	4/11/2013	9 A.M	11 P.M.	9.5	4.5
FRIDAY	4/12/2013	9 A.M.	11 P.M.	6.5	7.5
SATURDAY	4/13/2013	9 A.M	11 P.M.	9	5
SUNDAY	4/14/2013	10 A.M.	12 A.M.	8	6

WORKWEEK HOURS TOTAL: 38

EMPLOYEE SIGNATURE: Confidential

Butler's Exh. 26, p. 1005

DRAWS: $0.00
NET: $325.00

NAME: MIGUEL HERRERA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/9/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	4/10/2013	9 A.M.	11 P.M.	9.5	4.5
THURSDAY	4/11/2013	9 A.M	11 P.M.	9	5
FRIDAY	4/12/2013	9 A.M.	11 P.M.	10	6
SATURDAY	4/13/2013	9 A.M	11 P.M.	8.5	5.5
SUNDAY	4/14/2013	10 A.M.	12 A.M.	7	7

WORKWEEK HOURS TOTAL: 38

Confidential

EMPLOYEE SIGNATURE:

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: LUIS TEJEDA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/9/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	4/10/2013	9 A.M.	11 P.M.	9.5	4.5
THURSDAY	4/11/2013	9 A.M	11 P.M.	10	4
FRIDAY	4/12/2013	9 A.M.	11 P.M.	10.5	5.5
SATURDAY	4/13/2013	9 A.M	11 P.M.	7	7
SUNDAY	4/14/2013	10 A.M.	12 A.M.	7	7

WORKWEEK HOURS TOTAL:

Confidential

EMPLOYEE SIGNATURE:

PAY: $500.00
DRAWS: $0.00
NET: $500.00

NAME: JOSE PAREDES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/9/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	4/10/2013	9 A.M.	5 P.M.	2	6
THURSDAY	4/11/2013	OFF	OFF	0	0
FRIDAY	4/12/2013	OFF	OFF	0	0
SATURDAY	4/13/2013	OFF	OFF	0	0
SUNDAY	4/14/2013	10 P.M.	12 A.M.	0	2

WORKWEEK HOURS TOTAL: 17

Confidential

EMPLOYEE SIGNATURE:

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PAY: $375.00
DRAWS: $0.00
NET: $375.00

NAME: ANDRES ANDRADE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/9/2013	9 A.M	5 P.M.	3	5
WEDNESDAY	4/10/2013	9 A.M.	11 P.M.	8	6
THURSDAY	4/11/2013	9 A.M	11 P.M.	8.5	5.5
FRIDAY	4/12/2013	9 A.M.	11 P.M.	6.5	7.5
SATURDAY	4/13/2013	9 A.M	11 P.M.	9	5
SUNDAY	4/14/2013	10 A.M.	12 A.M.	8	6

WORKWEEK HOURS TOTAL: 38

EMPLOYEE SIGNATURE: Confidential

PAY: $450.00
DRAWS: $0.00
NET: $450.00

NAME: ARNULFO GARCIA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/9/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	4/10/2013	9 A.M.	11 P.M.	9.5	4.5
THURSDAY	4/11/2013	9 A.M	11 P.M.	9	5
FRIDAY	4/12/2013	9 A.M.	11 P.M.	10	6
SATURDAY	4/13/2013	9 A.M	11 P.M.	8	6
SUNDAY	4/14/2013	10 A.M.	12 A.M.	7	7

WORKWEEK HOURS TOTAL: 38.5

EMPLOYEE SIGNATURE: Confidential

PAY: 400 [redacted]
DRAWS:
NET: [redacted]

NAME: EDUARDO MOTA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/9/2013	9 A.M	5 P.M.	3	5
WEDNESDAY	4/10/2013	9 A.M.	11 P.M.	9	5
THURSDAY	4/11/2013	9 A.M	11 P.M.	8	6
FRIDAY	4/12/2013	9 A.M.	11 P.M.	6.5	7.5
SATURDAY	4/13/2013	9 A.M	11 P.M.	9	5
SUNDAY	4/14/2013	10 A.M.	12 A.M.	8	6

WORKWEEK HOURS TOTAL: 37.5

EMPLOYEE SIGNATURE: Confidential

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PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: JOHNNIE FLORES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/9/2013	9 A.M	5 P.M.	3	5
WEDNESDAY	4/10/2013	9 A.M.	11 P.M.	8	6
THURSDAY	4/11/2013	9 A.M	11 P.M.	8	6
FRIDAY	4/12/2013	9 A.M.	11 P.M.	6.5	7.5
SATURDAY	4/13/2013	9 A.M	11 P.M.	9	5
SUNDAY	4/14/2013	10 A.M.	12 A.M.	8	6

WORKWEEK HOURS TOTAL: 38.5

EMPLOYEE SIGNATURE: Confidential

PAY: $92.86
DRAWS: $0.00
NET: $92.86

NAME: MIGUEL LARA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	OFF	OFF	0	0
TUESDAY	4/9/2013	OFF	OFF	0	0
WEDNESDAY	4/10/2013	OFF	OFF	0	0
THURSDAY	4/11/2013	OFF	OFF	0	0
FRIDAY	4/12/2013	OFF	OFF	0	0
SATURDAY	4/13/2013	9 A.M	11 P.M.	9	5
SUNDAY	4/14/2013	10 A.M.	12 A.M.	8	6

WORKWEEK HOURS TOTAL: 11

EMPLOYEE SIGNATURE: Confidential

PAY: $92.86
DRAWS: $0.00
NET: $92.86

NAME: GENARO SANCHEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	OFF	OFF	0	0
TUESDAY	4/9/2013	OFF	OFF	0	0
WEDNESDAY	4/10/2013	OFF	OFF	0	0
THURSDAY	4/11/2013	OFF	OFF	0	0
FRIDAY	4/12/2013	OFF	OFF	0	0
SATURDAY	4/13/2013	9 A.M	11 P.M.	9	5
SUNDAY	4/14/2013	10 A.M.	12 A.M.	8	6

WORKWEEK HOURS TOTAL: 11

EMPLOYEE SIGNATURE: Confidential

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: JESUS OJEDA GARCIA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/9/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	4/10/2013	9 A.M.	11 P.M.	9.5	4.5
THURSDAY	4/11/2013	9 A.M	11 P.M.	9	5
FRIDAY	4/12/2013	9 A.M.	11 P.M.	10	6
SATURDAY	4/13/2013	9 A.M	11 P.M.	8	6
SUNDAY	4/14/2013	10 A.M.	12 A.M.	7	7

WORKWEEK HOURS TOTAL: 37.5

EMPLOYEE SIGNATURE:

Confidential

PAY: $92.86
DRAWS: $0.00
NET: $92.86

NAME: JOSE RODRIGUEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	OFF	OFF	0	0
TUESDAY	4/9/2013	OFF	OFF	0	0
WEDNESDAY	4/10/2013	OFF	OFF	0	0
THURSDAY	4/11/2013	OFF	OFF	0	0
FRIDAY	4/12/2013	OFF	OFF	0	0
SATURDAY	4/13/2013	9 A.M	11 P.M.	8	6
SUNDAY	4/14/2013	10 A.M.	12 A.M.	7	7

WORKWEEK HOURS TOTAL: 13

EMPLOYEE SIGNATURE:

Confidential

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: KENNETH SMITH

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/9/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	4/10/2013	9 A.M.	11 P.M.	8.5	5.5
THURSDAY	4/11/2013	9 A.M	11 P.M.	10	4
FRIDAY	4/12/2013	9 A.M.	11 P.M.	9	7
SATURDAY	4/13/2013	9 A.M	11 P.M.	9	5
SUNDAY	4/14/2013	10 A.M.	12 A.M.	7	7

WORKWEEK HOURS TOTAL:

EMPLOYEE SIGNATURE:

Confidential

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: VICTOR MARTINEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/9/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	4/10/2013	9 A.M.	11 P.M.	9.5	4.5
THURSDAY	4/11/2013	9 A.M	11 P.M.	9	5
FRIDAY	4/12/2013	9 A.M.	11 P.M.	11	5
SATURDAY	4/13/2013	9 A.M	11 P.M.	7.5	6.5
SUNDAY	4/14/2013	10 A.M.	12 A.M.	7	7

WORKWEEK HOURS TOTAL: 37

EMPLOYEE SIGNATURE: [redacted]

Confidential

PAY: $400.00
DRAWS:
NET: $400.00

NAME: DANIEL BARRIOS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/9/2013	9 A.M	5 P.M.	2.5	5.5
WEDNESDAY	4/10/2013	9 A.M.	11 P.M.	8	6
THURSDAY	4/11/2013	9 A.M	11 P.M.	9	5
FRIDAY	4/12/2013	9 A.M.	11 P.M.	6.5	7.5
SATURDAY	4/13/2013	9 A.M	11 P.M.	9	5
SUNDAY	4/14/2013	10 A.M.	12 A.M.	8	6

WORKWEEK HOURS TOTAL: 38

EMPLOYEE SIGNATURE: [redacted]

Confidential

PAY: $400.00
DRAWS: $0.00
NET: $400.00

NAME: JAIME VAZQUEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/9/2013	9 A.M	5 P.M.	2.5	5.5
WEDNESDAY	4/10/2013	9 A.M.	11 P.M.	8.5	5.5
THURSDAY	4/11/2013	9 A.M	11 P.M.	9	5
FRIDAY	4/12/2013	9 A.M.	11 P.M.	7.5	6.5
SATURDAY	4/13/2013	9 A.M	11 P.M.	9	5
SUNDAY	4/14/2013	10 A.M.	12 A.M.	8	6

WORKWEEK HOURS TOTAL:

EMPLOYEE SIGNATURE: [redacted]

Confidential

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PAY: $325.00
DRAWS:
NET: $325.00

NAME: DANIEL CASTRO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/9/2013	9 A.M	5 P.M.	2.5	5.5
WEDNESDAY	4/10/2013	9 A.M.	11 P.M.	8.5	5.5
THURSDAY	4/11/2013	9 A.M	11 P.M.	9	5
FRIDAY	4/12/2013	9 A.M.	11 P.M.	7.5	6.5
SATURDAY	4/13/2013	9 A.M	11 P.M.	9	5
SUNDAY	4/14/2013	10 A.M.	12 A.M.	8	6

WORKWEEK HOURS TOTAL: 36.5

EMPLOYEE SIGNATURE: Confidential

PAY: $92.86
DRAWS: $0.00
NET: $92.86

NAME: LUIS HERNANDEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	OFF	OFF	0	0
TUESDAY	4/9/2013	OFF	OFF	0	0
WEDNESDAY	4/10/2013	OFF	OFF	0	0
THURSDAY	4/11/2013	OFF	OFF	0	0
FRIDAY	4/12/2013	OFF	OFF	0	0
SATURDAY	4/13/2013	9 A.M	11 P.M.	9	5
SUNDAY	4/14/2013	10 A.M.	12 A.M.	8	6

WORKWEEK HOURS TOTAL: 11

EMPLOYEE SIGNATURE: Confidential

PAY: $92.86
DRAWS: $0.00
NET: $92.86

NAME: CARLOS GONZALEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	OFF	OFF	0	0
TUESDAY	4/9/2013	OFF	OFF	0	0
WEDNESDAY	4/10/2013	OFF	OFF	0	0
THURSDAY	4/11/2013	OFF	OFF	0	0
FRIDAY	4/12/2013	OFF	OFF	0	0
SATURDAY	4/13/2013	9 A.M	11 P.M.	9	5
SUNDAY	4/14/2013	10 A.M.	12 A.M.	8	6

WORKWEEK HOURS TOTAL: 11

EMPLOYEE SIGNATURE: Confidential

PAY: $325.00
DRAWS:
NET: $325.00

NAME: ALFONSO GUEVARA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/9/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	4/10/2013	9 A.M.	11 P.M.	9.5	4.5
THURSDAY	4/11/2013	9 A.M	11 P.M.	9	5
FRIDAY	4/12/2013	9 A.M.	11 P.M.	10	6
SATURDAY	4/13/2013	9 A.M	11 P.M.	8	6
SUNDAY	4/14/2013	10 A.M.	12 A.M.	7	7

WORKWEEK HOURS TOTAL: 37.5

EMPLOYEE SIGNATURE: [redacted] Confidential

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: ALFONZO MENDOZA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/9/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	4/10/2013	9 A.M.	11 P.M.	9.5	4.5
THURSDAY	4/11/2013	9 A.M	11 P.M.	9	5
FRIDAY	4/12/2013	9 A.M.	11 P.M.	11.5	4.5
SATURDAY	4/13/2013	9 A.M	11 P.M.	7	7
SUNDAY	4/14/2013	10 A.M.	12 A.M.	7	7

WORKWEEK HOURS TOTAL: 37

EMPLOYEE SIGNATURE: [redacted] Confidential

PAY: $650.00
DRAWS: $0.00
NET: $650.00

NAME: MARILU ZEPEDA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/9/2013	9 A.M	5 P.M.	3	5
WEDNESDAY	4/10/2013	9 A.M.	11 P.M.	9	5
THURSDAY	4/11/2013	9 A.M	11 P.M.	9	5
FRIDAY	4/12/2013	9 A.M.	11 P.M.	8	6
SATURDAY	4/13/2013	9 A.M	11 P.M.	8	6
SUNDAY	4/14/2013	10 A.M.	12 A.M.	7	7

WORKWEEK HOURS TOTAL: 37

EMPLOYEE SIGNATURE: [redacted] Confidential

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PAY: $92.86
DRAWS: $0.00
NET: $92.86

NAME: CANDIDO CASTELLANOS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	OFF	OFF	0	0
TUESDAY	4/9/2013	OFF	OFF	0	0
WEDNESDAY	4/10/2013	OFF	OFF	0	0
THURSDAY	4/11/2013	OFF	OFF	9	0
FRIDAY	4/12/2013	OFF	OFF	0	0
SATURDAY	4/13/2013	9 A.M	11 P.M.	8.5	5.5
SUNDAY	4/14/2013	10 A.M.	12 A.M.	7	7

WORKWEEK HOURS TOTAL: 12.5

EMPLOYEE SIGNATURE:

Confidential

PAY: $92.86
DRAWS: $0.00
NET: $92.86

NAME: GUSTAVO SOLER

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	OFF	OFF	0	0
TUESDAY	4/9/2013	OFF	OFF	0	0
WEDNESDAY	4/10/2013	OFF	OFF	0	0
THURSDAY	4/11/2013	OFF	OFF	0	0
FRIDAY	4/12/2013	OFF	OFF	0	0
SATURDAY	4/13/2013	9 A.M	11 P.M.	8	6
SUNDAY	4/14/2013	10 A.M.	12 A.M.	7	7

WORKWEEK HOURS TOTAL: 13

EMPLOYEE SIGNATURE:

Confidential

PAY: $375.00
DRAWS: $0.00
NET: $375.00

NAME: GUADALUPE RODRIGUEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/9/2013	9 A.M	5 P.M.	2.5	5.5
WEDNESDAY	4/10/2013	9 A.M.	11 P.M.	8	6
THURSDAY	4/11/2013	9 A.M	11 P.M.	9	5
FRIDAY	4/12/2013	9 A.M.	11 P.M.	6.5	7.5
SATURDAY	4/13/2013	9 A.M	11 P.M.	9	5
SUNDAY	4/14/2013	10 A.M.	12 A.M.	8	6

WORKWEEK HOURS TOTAL: 38

EMPLOYEE SIGNATURE:

Confidential

PAY: $92.86
DRAWS:
NET: $92.86

NAME: RAFAEL RAMOS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	OFF	OFF	0	0
TUESDAY	4/9/2013	OFF	OFF	0	0
WEDNESDAY	4/10/2013	OFF	OFF	0	0
THURSDAY	4/11/2013	OFF	OFF	9	0
FRIDAY	4/12/2013	OFF	OFF	0	0
SATURDAY	4/13/2013	9 A.M	11 P.M.	8	6
SUNDAY	4/14/2013	10 A.M.	12 A.M.	7	7

WORKWEEK HOURS TOTAL: 13

Confidential

EMPLOYEE SIGNATURE:

PAY: $92.86
DRAWS: $0.00
NET: $92.86

NAME: CORNELIO HERNANDEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	OFF	OFF	0	0
TUESDAY	4/9/2013	OFF	OFF	0	0
WEDNESDAY	4/10/2013	OFF	OFF	0	0
THURSDAY	4/11/2013	OFF	OFF	9	0
FRIDAY	4/12/2013	OFF	OFF	0	0
SATURDAY	4/13/2013	9 A.M	11 P.M.	8.5	5.5
SUNDAY	4/14/2013	10 A.M.	12 A.M.	7	7

WORKWEEK HOURS TOTAL: 12.5

Confidential

EMPLOYEE SIGNATURE:

PAY: $425.00
DRAWS:
NET: $425.00

NAME: JOSE C. SANCHEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/9/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	4/10/2013	9 A.M.	11 P.M.	9.5	4.5
THURSDAY	4/11/2013	9 A.M	11 P.M.	10	4
FRIDAY	4/12/2013	9 A.M.	11 P.M.	10	6
SATURDAY	4/13/2013	9 A.M	11 P.M.	7	7
SUNDAY	4/14/2013	10 A.M.	12 A.M.	7	7

WORKWEEK HOURS TOTAL: 37.5

Confidential

EMPLOYEE SIGNATURE:

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PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: VERONICO CARDENA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/9/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	4/10/2013	9 A.M.	11 P.M.	9.5	4.5
THURSDAY	4/11/2013	9 A.M	11 P.M.	10	4
FRIDAY	4/12/2013	9 A.M.	11 P.M.	11.5	4.5
SATURDAY	4/13/2013	9 A.M	11 P.M.	6	8
SUNDAY	4/14/2013	10 A.M.	12 A.M.	7	7

WORKWEEK HOURS TOTAL: 37

Confidential

EMPLOYEE SIGNATURE: [redacted]

PAY: $350.00
DRAWS:
NET: $350.00

NAME: JESUS GRAJALES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/9/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	4/10/2013	9 A.M.	11 P.M.	9.5	4.5
THURSDAY	4/11/2013	9 A.M	11 P.M.	9	5
FRIDAY	4/12/2013	9 A.M.	11 P.M.	9	7
SATURDAY	4/13/2013	9 A.M	11 P.M.	8.5	5.5
SUNDAY	4/14/2013	10 A.M.	12 A.M.	7	7

WORKWEEK HOURS TOTAL: 38

Confidential

EMPLOYEE SIGNATURE: [redacted]

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: MARIANO ROA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/9/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	4/10/2013	9 A.M.	11 P.M.	8.5	5.5
THURSDAY	4/11/2013	9 A.M	11 P.M.	10	4
FRIDAY	4/12/2013	9 A.M.	11 P.M.	10	6
SATURDAY	4/13/2013	9 A.M	11 P.M.	9	5
SUNDAY	4/14/2013	10 A.M.	12 A.M.	7	7

WORKWEEK HOURS TOTAL: 37.5

Confidential

EMPLOYEE SIGNATURE: [redacted]

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: LUIS GRACIA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/9/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	4/10/2013	9 A.M.	11 P.M.	9.5	4.5
THURSDAY	4/11/2013	9 A.M	11 P.M.	9	5
FRIDAY	4/12/2013	9 A.M.	11 P.M.	11	5
SATURDAY	4/13/2013	9 A.M	11 P.M.	8	6
SUNDAY	4/14/2013	10 A.M.	12 A.M.	7	7

WORKWEEK HOURS TOTAL: 36.5

Confidential

EMPLOYEE SIGNATURE: [redacted]

PAY: $100.00
DRAWS:
NET: $100.00

NAME: MARTIN TEJEDA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	OFF	OFF	0	0
TUESDAY	4/9/2013	OFF	OFF	0	0
WEDNESDAY	4/10/2013	OFF	OFF	0	0
THURSDAY	4/11/2013	OFF	OFF	0	0
FRIDAY	4/12/2013	OFF	OFF	0	0
SATURDAY	4/13/2013	9 A.M	11 P.M.	9	5
SUNDAY	4/14/2013	10 A.M.	12 A.M.	8	6

WORKWEEK HOURS TOTAL: 11

EMPLOYEE SIGNATURE: Confidential

PAY: $375.00
DRAWS: $0.00
NET: $375.00

NAME: RICARDO HUERTA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/9/2013	9 A.M	5 P.M.	2.5	5.5
WEDNESDAY	4/10/2013	9 A.M.	11 P.M.	8.5	5.5
THURSDAY	4/11/2013	9 A.M	11 P.M.	9.5	4.5
FRIDAY	4/12/2013	9 A.M.	11 P.M.	7.5	6.5
SATURDAY	4/13/2013	9 A.M	11 P.M.	9	5
SUNDAY	4/14/2013	10 A.M.	12 A.M.	8	6

WORKWEEK HOURS TOTAL: 36

EMPLOYEE SIGNATURE: Confidential

PAY: $92.86
DRAWS:
NET: $92.86

NAME: ARTURO SANTOS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	OFF	OFF	0	0
TUESDAY	4/9/2013	OFF	OFF	0	0
WEDNESDAY	4/10/2013	OFF	OFF	0	0
THURSDAY	4/11/2013	OFF	OFF	0	0
FRIDAY	4/12/2013	OFF	OFF	0	0
SATURDAY	4/13/2013	9 A.M	11 P.M.	9	5
SUNDAY	4/14/2013	10 A.M.	12 A.M.	8	6

WORKWEEK HOURS TOTAL: 11

EMPLOYEE SIGNATURE: Confidential

PAY: $92.86
DRAWS: $0.00
NET: $92.86

NAME: MARTIN GARCIA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	OFF	OFF	0	0
TUESDAY	4/9/2013	OFF	OFF	0	0
WEDNESDAY	4/10/2013	OFF	OFF	0	0
THURSDAY	4/11/2013	OFF	OFF	0	0
FRIDAY	4/12/2013	OFF	OFF	0	0
SATURDAY	4/13/2013	9 A.M	11 P.M.	9	5
SUNDAY	4/14/2013	10 A.M.	12 A.M.	8	6

WORKWEEK HOURS TOTAL: 11

EMPLOYEE SIGNATURE: [redacted]

Confidential

PAY: $375.00
DRAWS:
NET: $375.00

NAME: MANOLO MUNOZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/9/2013	9 A.M	5 P.M.	3	5
WEDNESDAY	4/10/2013	9 A.M.	11 P.M.	8.5	5.5
THURSDAY	4/11/2013	9 A.M	11 P.M.	9.5	4.5
FRIDAY	4/12/2013	9 A.M.	11 P.M.	7.5	6.5
SATURDAY	4/13/2013	9 A.M	11 P.M.	9	5
SUNDAY	4/14/2013	10 A.M.	12 A.M.	8	6

WORKWEEK HOURS TOTAL: 35.5

EMPLOYEE SIGNATURE: [redacted]

Confidential

PAY: $278.57
DRAWS:
NET: $278.57

NAME: KENNETH HURLEY

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	OFF	OFF	0	0
TUESDAY	4/9/2013	9 A.M	5 P.M.	2.5	5.5
WEDNESDAY	4/10/2013	9 A.M.	11 P.M.	9	5
THURSDAY	4/11/2013	9 A.M	11 P.M.	9	5
FRIDAY	4/12/2013	9 A.M.	11 P.M.	6.5	7.5
SATURDAY	4/13/2013	9 A.M	11 P.M.	9	5
SUNDAY	4/14/2013	10 A.M.	12 A.M.	8	6

WORKWEEK HOURS TOTAL: 34

EMPLOYEE SIGNATURE: [redacted]

Confidential

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PAY: $400.00
DRAWS: $0.00
NET: $400.00

NAME: CARLOS RIVERA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/9/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	4/10/2013	9 A.M.	11 P.M.	9.5	4.5
THURSDAY	4/11/2013	9 A.M	11 P.M.	9	5
FRIDAY	4/12/2013	9 A.M.	11 P.M.	10	6
SATURDAY	4/13/2013	9 A.M	11 P.M.	8	6
SUNDAY	4/14/2013	10 A.M.	12 A.M.	7	7

WORKWEEK HOURS TOTAL: 37.5

Confidential

EMPLOYEE SIGNATURE:

PAY: $325.00
DRAWS: $0.00
NET: $325.00

NAME: ASHLEY RUYLE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/9/2013	9 A.M	5 P.M.	3	5
WEDNESDAY	4/10/2013	9 A.M.	11 P.M.	8	6
THURSDAY	4/11/2013	9 A.M	11 P.M.	8	6
FRIDAY	4/12/2013	9 A.M.	11 P.M.	6.5	7.5
SATURDAY	4/13/2013	9 A.M	11 P.M.	9	5
SUNDAY	4/14/2013	10 A.M.	12 A.M.	8	6

WORKWEEK HOURS TOTAL: 38.5

Confidential

EMPLOYEE SIGNATURE:

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: EDUARDO CERVANTES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/9/2013	9 A.M	5 P.M.	3	5
WEDNESDAY	4/10/2013	9 A.M.	11 P.M.	8.5	5.5
THURSDAY	4/11/2013	9 A.M	11 P.M.	9	5
FRIDAY	4/12/2013	9 A.M.	11 P.M.	7	7
SATURDAY	4/13/2013	9 A.M	11 P.M.	9	5
SUNDAY	4/14/2013	10 A.M.	12 A.M.	8	6

WORKWEEK HOURS TOTAL: 36.5

Confidential

EMPLOYEE SIGNATURE:

PAY: $525.00
DRAWS:
NET: $525.00

NAME: OMAR LOPEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/9/2013	9 A.M	5 P.M.	3	5
WEDNESDAY	4/10/2013	9 A.M.	11 P.M.	9	5
THURSDAY	4/11/2013	9 A.M	11 P.M.	8	6
FRIDAY	4/12/2013	9 A.M.	11 P.M.	6.5	7.5
SATURDAY	4/13/2013	9 A.M	11 P.M.	9	5
SUNDAY	4/14/2013	10 A.M.	12 A.M.	8	6

WORKWEEK HOURS TOTAL: 37.5

EMPLOYEE SIGNATURE:

Confidential

PAY: $232.14
DRAWS: $0.00
NET: $232.14

NAME: DEAN ABIMAEL

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/9/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	4/10/2013	9 A.M.	11 P.M.	9.5	4.5
THURSDAY	4/11/2013	9 A.M	11 P.M.	9	5
FRIDAY	4/12/2013	9 A.M.	11 P.M.	9	7
SATURDAY	4/13/2013	9 A.M	11 P.M.	8.5	5.5
SUNDAY	4/14/2013	10 A.M.	12 A.M.	7	7

WORKWEEK HOURS TOTAL: 38

EMPLOYEE SIGNATURE:

Confidential

PAY: $500.00
DRAWS: $0.00
NET: $500.00

NAME: FELIPE RENDON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/9/2013	9 A.M	5 P.M.	3	5
WEDNESDAY	4/10/2013	9 A.M.	11 P.M.	8	6
THURSDAY	4/11/2013	9 A.M	11 P.M.	8	6
FRIDAY	4/12/2013	9 A.M.	11 P.M.	6.5	7.5
SATURDAY	4/13/2013	9 A.M	11 P.M.	9	5
SUNDAY	4/14/2013	10 A.M.	12 A.M.	8	6

WORKWEEK HOURS TOTAL: 38.5

EMPLOYEE SIGNATURE:

Confidential

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PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: GABRIELLE BELLO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/9/2013	9 A.M	5 P.M.	3	5
WEDNESDAY	4/10/2013	9 A.M.	11 P.M.	9	5
THURSDAY	4/11/2013	9 A.M	11 P.M.	9	5
FRIDAY	4/12/2013	9 A.M.	11 P.M.	8	6
SATURDAY	4/13/2013	9 A.M	11 P.M.	8	6
SUNDAY	4/14/2013	10 A.M.	12 A.M.	7	7

WORKWEEK HOURS TOTAL: 37

Confidential

EMPLOYEE SIGNATURE:

PAY: $375.00
DRAWS: $0.00
NET: $375.00

NAME: RICARDO RUIZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/9/2013	9 A.M	5 P.M.	2.5	5.5
WEDNESDAY	4/10/2013	9 A.M.	11 P.M.	7.5	6.5
THURSDAY	4/11/2013	9 A.M	11 P.M.	9.5	4.5
FRIDAY	4/12/2013	9 A.M.	11 P.M.	6.5	7.5
SATURDAY	4/13/2013	9 A.M	11 P.M.	9	5
SUNDAY	4/14/2013	10 A.M.	12 A.M.	8	6

WORKWEEK HOURS TOTAL: 38

Confidential

EMPLOYEE SIGNATURE:

PAY: $410.00
DRAWS: $0.00
NET: $410.00

NAME: JULIO MARTINEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/9/2013	9 A.M	5 P.M.	3	5
WEDNESDAY	4/10/2013	9 A.M.	11 P.M.	8.5	5.5
THURSDAY	4/11/2013	9 A.M	11 P.M.	9	5
FRIDAY	4/12/2013	9 A.M.	11 P.M.	7	7
SATURDAY	4/13/2013	9 A.M	11 P.M.	9	5
SUNDAY	4/14/2013	10 A.M.	12 A.M.	8	6

WORKWEEK HOURS TOTAL: 36.5

Confidential

EMPLOYEE SIGNATURE:

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PAY: $425.00
DRAWS: $0.00
NET: $425.00

NAME: ALDO ROANO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/9/2013	9 A.M	5 P.M.	2.5	5.5
WEDNESDAY	4/10/2013	9 A.M.	11 P.M.	8.5	5.5
THURSDAY	4/11/2013	9 A.M	11 P.M.	9.5	4.5
FRIDAY	4/12/2013	9 A.M.	11 P.M.	6.5	7.5
SATURDAY	4/13/2013	9 A.M	11 P.M.	9	5
SUNDAY	4/14/2013	10 A.M.	12 A.M.	8	6

WORKWEEK HOURS TOTAL: 37

EMPLOYEE SIGNATURE: [redacted] Confidential

PAY: $92.86
DRAWS: $0.00
NET: $92.86

NAME: JUAN HERNANDEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	OFF	OFF	0	0
TUESDAY	4/9/2013	OFF	OFF	0	0
WEDNESDAY	4/10/2013	OFF	OFF	0	0
THURSDAY	4/11/2013	OFF	OFF	0	0
FRIDAY	4/12/2013	OFF	OFF	0	0
SATURDAY	4/13/2013	9 A.M	11 P.M.	8	6
SUNDAY	4/14/2013	10 A.M.	12 A.M.	7	7

WORKWEEK HOURS TOTAL: 13

EMPLOYEE SIGNATURE: [redacted] Confidential

PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: SCOTT CERVARICH

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/9/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	4/10/2013	9 A.M.	11 P.M.	8.5	5.5
THURSDAY	4/11/2013	9 A.M	11 P.M.	10	4
FRIDAY	4/12/2013	9 A.M.	11 P.M.	10	6
SATURDAY	4/13/2013	9 A.M	11 P.M.	9	5
SUNDAY	4/14/2013	10 A.M.	12 A.M.	7	7

WORKWEEK HOURS TOTAL: 37.5

EMPLOYEE SIGNATURE: [redacted] Confidential

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PAY: $92.86
DRAWS: $0.00
NET: $92.86

NAME: EVARISTO PARRA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	OFF	OFF	0	0
TUESDAY	4/9/2013	OFF	OFF	0	0
WEDNESDAY	4/10/2013	OFF	OFF	0	0
THURSDAY	4/11/2013	OFF	OFF	0	0
FRIDAY	4/12/2013	OFF	OFF	0	0
SATURDAY	4/13/2013	9 A.M	11 P.M.	8	6
SUNDAY	4/14/2013	10 A.M.	12 A.M.	7	7

WORKWEEK HOURS TOTAL: 13

Confidential

EMPLOYEE SIGNATURE:

PAY: $550.00
DRAWS: $0.00
NET: $550.00

NAME: ROGER HERNANDEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/9/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	4/10/2013	9 A.M.	11 P.M.	9	5
THURSDAY	4/11/2013	9 A.M	11 P.M.	9	5
FRIDAY	4/12/2013	9 A.M.	11 P.M.	9	5
SATURDAY	4/13/2013	9 A.M	11 P.M.	8	6
SUNDAY	4/14/2013	10 A.M.	12 A.M.	7	7

WORKWEEK HOURS TOTAL: 37

Confidential

EMPLOYEE SIGNAT

PAY: $375.00
DRAWS: $0.00
NET: $375.00

NAME: JOSE MENDEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/9/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	4/10/2013	9 A.M.	11 P.M.	9.5	4.5
THURSDAY	4/11/2013	9 A.M	11 P.M.	9	5
FRIDAY	4/12/2013	9 A.M.	11 P.M.	10	6
SATURDAY	4/13/2013	9 A.M	11 P.M.	8	6
SUNDAY	4/14/2013	10 A.M.	12 A.M.	7	7

WORKWEEK HOURS TOTAL: 37.5

Confidential

EMPLOYEE SIGNATURE:

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PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: JORGE RIVAS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/9/2013	9 A.M	5 P.M.	3	5
WEDNESDAY	4/10/2013	9 A.M.	11 P.M.	8.5	5.5
THURSDAY	4/11/2013	9 A.M	11 P.M.	9	5
FRIDAY	4/12/2013	9 A.M.	11 P.M.	7	7
SATURDAY	4/13/2013	9 A.M	11 P.M.	9	5
SUNDAY	4/14/2013	10 A.M.	12 A.M.	8	6

WORKWEEK HOURS TOTAL: 36.5

EMPLOYEE SIGNATURE: Confidential

PAY: $425.00
DRAWS:
NET: $425.00

NAME: EDUARDO SEPULVEDA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/9/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	4/10/2013	9 A.M.	11 P.M.	9.5	4.5
THURSDAY	4/11/2013	9 A.M	11 P.M.	9	5
FRIDAY	4/12/2013	9 A.M.	11 P.M.	10	6
SATURDAY	4/13/2013	9 A.M	11 P.M.	8	6
SUNDAY	4/14/2013	10 A.M.	12 A.M.	7	7

WORKWEEK HOURS TOTAL: 37.5

EMPLOYEE SIGNATURE: Confidential

PAY: $92.86
DRAWS: $0.00
NET: $92.86

NAME: MUCIO HERRERA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	OFF	OFF	0	0
TUESDAY	4/9/2013	OFF	OFF	0	0
WEDNESDAY	4/10/2013	OFF	OFF	0	0
THURSDAY	4/11/2013	OFF	OFF	0	0
FRIDAY	4/12/2013	OFF	OFF	0	0
SATURDAY	4/13/2013	9 A.M	11 P.M.	8	6
SUNDAY	4/14/2013	10 A.M.	12 A.M.	7	7

WORKWEEK HOURS TOTAL: 13

EMPLOYEE SIGNATURE: Confidential

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PAY: $350.00
DRAWS: $0.00
NET: $350.00

NAME: ERNESTO VIDAL

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/9/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	4/10/2013	9 A.M.	11 P.M.	10	4
THURSDAY	4/11/2013	9 A.M	11 P.M.	9	5
FRIDAY	4/12/2013	9 A.M.	11 P.M.	9	5
SATURDAY	4/13/2013	9 A.M	11 P.M.	8	6
SUNDAY	4/14/2013	10 A.M.	12 A.M.	7	7

WORKWEEK HOURS TOTAL: 36

EMPLOYEE SIGNATURE: Confidential

PAY: $350.00
DRAWS:
NET: $350.00

NAME: OSCAR VAZQUEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/9/2013	9 A.M	5 P.M.	3	5
WEDNESDAY	4/10/2013	9 A.M.	11 P.M.	8.5	5.5
THURSDAY	4/11/2013	9 A.M	11 P.M.	9	5
FRIDAY	4/12/2013	9 A.M.	11 P.M.	6.5	7.5
SATURDAY	4/13/2013	9 A.M	11 P.M.	9	5
SUNDAY	4/14/2013	10 A.M.	12 A.M.	8	6

WORKWEEK HOURS TOTAL: 37

EMPLOYEE SIGNATURE: Confidential

PAY: $415.00
DRAWS: $0.00
NET: $415.00

NAME: REGGIE ROSS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/9/2013	9 A.M	5 P.M.	3	5
WEDNESDAY	4/10/2013	9 A.M.	11 P.M.	9	5
THURSDAY	4/11/2013	9 A.M	11 P.M.	8	6
FRIDAY	4/12/2013	9 A.M.	11 P.M.	6.5	7.5
SATURDAY	4/13/2013	9 A.M	11 P.M.	9	5
SUNDAY	4/14/2013	10 A.M.	12 A.M.	8	6

WORKWEEK HOURS TOTAL: 37.5

EMPLOYEE SIGNATURE: Confidential

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PAY: $500.00
DRAWS: $0.00
NET: $500.00

NAME: WILLIAM MAULDIN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/9/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	4/10/2013	9 A.M.	5 P.M.	2	6
THURSDAY	4/11/2013	OFF	OFF	0	0
FRIDAY	4/12/2013	OFF	OFF	0	0
SATURDAY	4/13/2013	OFF	OFF	0	0
SUNDAY	4/14/2013	10 P.M.	12 A.M.	0	2

WORKWEEK HOURS TOTAL: [redacted]

EMPLOYEE SIGNATURE: [redacted]

Confidential

[redacted]

PAY: $500.00
DRAWS: $0.00
NET: $500.00

NAME: GUSTAVO GAMERO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/9/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	4/10/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	4/11/2013	OFF	OFF	0	0
FRIDAY	4/12/2013	OFF	OFF	0	0
SATURDAY	4/13/2013	OFF	OFF	0	0
SUNDAY	4/14/2013	10 P.M.	12 A.M.	0	2

WORKWEEK HOURS TOTAL: 18.5

EMPLOYEE SIGNATURE: [redacted]

Confidential

[redacted]

PAY: $500.00
DRAWS: $0.00
NET: $500.00

NAME: FERNANDO TREJA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/9/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	4/10/2013	9 A.M.	5 P.M.	3	5
THURSDAY	4/11/2013	OFF	OFF	0	0
FRIDAY	4/12/2013	OFF	OFF	0	0
SATURDAY	4/13/2013	OFF	OFF	0	0
SUNDAY	4/14/2013	10 P.M.	12 A.M.	0	2

WORKWEEK HOURS TOTAL: 16

EMPLOYEE SIGNATURE: [redacted]

Confidential

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PAY: $600.00
DRAWS: $0.00
NET: $600.00

NAME: JAVIER GAMERO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/9/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	4/10/2013	9 A.M.	5 P.M.	2	6
THURSDAY	4/11/2013	OFF	OFF	0	0
FRIDAY	4/12/2013	OFF	OFF	0	0
SATURDAY	4/13/2013	OFF	OFF	0	0
SUNDAY	4/14/2013	10 P.M.	12 A.M.	0	2

WORKWEEK HOURS TOTAL: 17

EMPLOYEE SIGNATURE: Confidential

PAY: $500.00
DRAWS: $0.00
NET: $500.00

NAME: FERNANDO PREZA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/9/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	4/10/2013	9 A.M.	5 P.M.	2	6
THURSDAY	4/11/2013	OFF	OFF	0	0
FRIDAY	4/12/2013	OFF	OFF	0	0
SATURDAY	4/13/2013	OFF	OFF	0	0
SUNDAY	4/14/2013	10 P.M.	12 A.M.	0	2

WORKWEEK HOURS TOTAL: 17.5

EMPLOYEE SIGNATURE: Confidential

PAY: $500.00
DRAWS: $0.00
NET: $500.00

NAME: SERGIO GUZMAN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/9/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	4/10/2013	9 A.M.	5 P.M.	2	6
THURSDAY	4/11/2013	OFF	OFF	0	0
FRIDAY	4/12/2013	OFF	OFF	0	0
SATURDAY	4/13/2013	OFF	OFF	0	0
SUNDAY	4/14/2013	10 P.M.	12 A.M.	0	2

WORKWEEK HOURS TOTAL: 17

EMPLOYEE SIGNATURE: Confidential

[redacted]

PAY: $500.00
DRAWS: $0.00
NET: $500.00

NAME: RON PIERCE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/9/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	4/10/2013	9 A.M.	5 P.M.	3	5
THURSDAY	4/11/2013	OFF	OFF	0	0
FRIDAY	4/12/2013	OFF	OFF	0	0
SATURDAY	4/13/2013	OFF	OFF	0	0
SUNDAY	4/14/2013	10 P.M.	12 A.M.	0	2

WORKWEEK HOURS TOTAL: 16

EMPLOYEE SIGNATURE: [redacted]

Confidential

[redacted]

PAY: $500.00
DRAWS:
NET: $500.00

NAME: JOSE ORTEGA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/9/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	4/10/2013	9 A.M.	5 P.M.	2	6
THURSDAY	4/11/2013	OFF	OFF	0	0
FRIDAY	4/12/2013	OFF	OFF	0	0
SATURDAY	4/13/2013	OFF	OFF	0	0
SUNDAY	4/14/2013	10 P.M.	12 A.M.	0	2

WORKWEEK HOURS TOTAL: 17

EMPLOYEE SIGNATURE: [redacted]

Confidential

[redacted]

[redacted]

PAY: $500.00
DRAWS: $0.00
NET: $500.00

NAME: TIM OLENSKE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/9/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	4/10/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	4/11/2013	OFF	OFF	0	0
FRIDAY	4/12/2013	OFF	OFF	0	0
SATURDAY	4/13/2013	OFF	OFF	0	0
SUNDAY	4/14/2013	10 P.M.	12 A.M.	0	2

WORKWEEK HOURS TOTAL: 18.5

EMPLOYEE SIGNATURE: [redacted]

Confidential

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PAY: $350.00
DRAWS:
NET: $350.00

NAME: MARCOS BANDALA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/9/2013	9 A.M	5 P.M.	3	5
WEDNESDAY	4/10/2013	9 A.M.	11 P.M.	8	6
THURSDAY	4/11/2013	9 A.M	11 P.M.	8	6
FRIDAY	4/12/2013	9 A.M.	11 P.M.	6.5	7.5
SATURDAY	4/13/2013	9 A.M	11 P.M.	9	5
SUNDAY	4/14/2013	10 A.M.	12 A.M.	8	6

WORKWEEK HOURS TOTAL: 38.5

Confidential

EMPLOYEE SIGNATURE:

PAY: $375.00
DRAWS: $0.00
NET: $375.00

NAME: GERMAN ALARCON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/9/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	4/10/2013	9 A.M.	11 P.M.	10	4
THURSDAY	4/11/2013	9 A.M	11 P.M.	9	5
FRIDAY	4/12/2013	9 A.M.	11 P.M.	9	5
SATURDAY	4/13/2013	9 A.M	11 P.M.	8	6
SUNDAY	4/14/2013	10 A.M.	12 A.M.	7	7

WORKWEEK HOURS TOTAL: 36

Confidential

EMPLOYEE SIGNATURE:

[redacted]

PAY: $500.00
DRAWS:
NET: $500.00

NAME: SHANE BYRD

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/9/2013	9 A.M	5 P.M.	1.5	6.5
WEDNESDAY	4/10/2013	9 A.M.	5 P.M.	2	6
THURSDAY	4/11/2013	OFF	OFF	0	0
FRIDAY	4/12/2013	OFF	OFF	0	0
SATURDAY	4/13/2013	OFF	OFF	0	0
SUNDAY	4/14/2013	10 P.M.	12 A.M.	0	2

WORKWEEK HOURS TOTAL: 17.5

Confidential

EMPLOYEE SIGNATURE:

PAY: $375.00
DRAWS: $0.00
NET: $375.00

NAME: MARTIN CAELA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/9/2013	9 A.M	5 P.M.	2.5	5.5
WEDNESDAY	4/10/2013	9 A.M.	11 P.M.	8	6
THURSDAY	4/11/2013	9 A.M	11 P.M.	9	5
FRIDAY	4/12/2013	9 A.M.	11 P.M.	6.5	7.5
SATURDAY	4/13/2013	9 A.M	11 P.M.	9	5
SUNDAY	4/14/2013	10 A.M.	12 A.M.	8	6

WORKWEEK HOURS TOTAL: 38

Confidential

EMPLOYEE SIGNATURE:

PAY: $400.00
DRAWS: $0.00
NET: $400.00

NAME: ROBERTO SANCHEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/8/2013	12 A.M.	3 A.M.	0	3
TUESDAY	4/9/2013	9 A.M	5 P.M.	3	5
WEDNESDAY	4/10/2013	9 A.M.	11 P.M.	10	4
THURSDAY	4/11/2013	9 A.M	11 P.M.	8.5	5.5
FRIDAY	4/12/2013	9 A.M.	11 P.M.	9	5
SATURDAY	4/13/2013	9 A.M	11 P.M.	8	6
SUNDAY	4/14/2013	10 A.M.	12 A.M.	7	7

WORKWEEK HOURS TOTAL: 35.5

Confidential

EMPLOYEE SIGNATURE:

Butler Amusements, Inc.
EMPLOYEE WEEKLY TIME CARDS RECAP
WEEK ENDING: 4/14/2013

EMPLOYEE:	TOTAL HOURS:	EMPLOYEE:	TOTAL HOURS:
ROGER HERNANDEZ	37	UBALDO SANCHEZ	36
MIKE PITTS	38.5	JOSE MENDEZ	37.5
JAVIER HERNANDEZ	37	MANOLO MUNOZ	35.5
APOLLOS McCOREY	38	EDUARDO SEPULVEDA	37.5
ELPIDIO SEDANO	37	RICARDO HUERTA	36
VALENTINO SANTIAGO	38.5	CARLOS RIVERA	37.5
ERNESTO VIDAL	36	AGUSTIN ESPINOZA	36.5
JAMES AARON	38	ALFONSO GUEVARA	37.5
RASHAD KARIM	35.5	TINA MOSHER	36.5
JOHNNIE FLORES	38.5	LUIS GRACIA	36.5
GUNNAR SAGAR	35.5	JOSE GUTIERREZ	35.5
GUADALUPE RODRIGUEZ	38	ANGEL LOPEZ	37.5
JOSE LUIS PENA	37.5	JAIME VAZQUEZ	36.5
FELIPE RENDON	38.5	ALFONZO MENDOZA	37
JUAN BELLO	37.5	JOSE CONTRERAS	37
DANIEL BARRIOS	38	LUIS TEJEDA	37
MARIANO ROA	37.5	DANIEL CASTRO	36.5
ASHLEY RUYLE	38.5	JOSE C. SANCHEZ	37.5
RUTILIO GUZMAN	37.5	EDUARDO CERVANTES	36.5
JUAN RUIZ	38	MARLA OBRENTZ	37.5
SCOTT CERVARICH	37.5	JORGE RIVAS	36.5
TONY RENARD	38.5	VERONICO CARDENA	37
JESUS MARTINEZ	38	JULIO MARTINEZ	36.5
RICARDO RUIZ	38	JULIAN ARMENTA	37.5
ANTONIO ARMENTA	37	OSCAR VAZQUEZ	37
OMAR PEDRO	38.5		
MIGUEL HERRERA	38		
ALFONSO ALVARADO	37		
LEMITTIA JACKSON	38		
ANDRES ANDRADE	38		
VICTOR MARTINEZ	37		
TAYO LAMBERT	37		
SYBERT SLACK	38		
AUGUSTIN ESPINOZA	38		
ARNULFO GARCIA	38.5		
FRANK BARAJAS	37		
JESUS OJEDA GARCIA	37.5		

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Butler Amusements, Inc.
EMPLOYEE WEEKLY TIME CARDS RECAP
WEEK ENDING: 4/14/2013

EMPLOYEE:	TOTAL HOURS:	EMPLOYEE:	TOTAL HOURS:
GABRIELLE BELLO	37	MIGUEL LARA	11
REGGIE ROSS	37.5	EVARISTO PARRA	13
MARTHA VARGAS	37	ANSELMO PARRA	11
FELIPE VILLEGAS	37	RAFAEL RAMOS	13
MARILU ZEPEDA	37	BALBINO RIVERA	11
OMAR LOPEZ	37.5	JOSE RODRIGUEZ	13
STEPHEN SMITH	36	GENARO SANCHEZ	11
IGANCAIO CARBALLO	37	RICARDO SANTOS	13
ROBERTO SANCHEZ	35.5	ARTURO SANTOS	11
EDILBERTO MARCOS	37.5	GUSTAVO SOLER	13
BENNY HILL	35.5	MARTIN TEJEDA	11
JOHN LOPEZ	37		
MIKE BROWN	37.5		
BOBBY MERTEN	37.5		
KENNETH SMITH	37.5		
KENNETH HURLEY	37		
JAMIE HERNANDEZ	37.5		
DREW BUDIMIR	37.5		
CONSTANTINE LOPEZ	37.5		
BILLY TRUAX	37		
TODD ALLBRIGHT	37.5		
EDUARDO MOTA	37.5		
JESUS GRAJALES	38		
ALDO ROANO	37		
RAUL SEVERO	28		
ANTONIO MENDEZ	37.5		
DEAN ABIMAEL	38		
CARLOS ARMENTA	36		
CANDIDO CASTELLANOS	12.5		
JORGE DELA CRUZ	11		
MAXIMILIANO ENRIQUEZ	13.5		
MARTIN GARCIA	11		
CORNELIO HERNANDEZ	12.5		
LUIS HERNANDEZ	11		
JUAN HERNANDEZ	13		
CARLOS GONZALEZ	11		
OSCAR JULIAN	13		

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Butler Amusements, Inc.
EMPLOYEE WEEKLY TIME CARDS RECAP
WEEK ENDING: 4/14/2013

EMPLOYEE:	TOTAL HOURS:	EMPLOYEE:	TOTAL HOURS:
ROSALINO GONZALEZ	37	0	36
ALBERTO BENEVIDES	38.5	JOSE MENDEZ	37.5
JULIO GASCA	37	MANOLO MUNOZ	35.5
MARTIN CAELA	38	EDUARDO SEPULVEDA	37.5
BENJAMIN CASTRO	37	RICARDO HUERTA	36
MARCOS BANDALA	38.5	CARLOS RIVERA	37.5
GERMAN ALARCON	36	AGUSTIN ESPINOZA	36.5
DIONISIO DOROTEO	38	ALFONSO GUEVARA	37.5
		TINA MOSHER	36.5
		LUIS GRACIA	36.5
		JOSE GUTIERREZ	35.5
		ANGEL LOPEZ	37.5
		JAIME VAZQUEZ	36.5
		ALFONZO MENDOZA	37
		JOSE CONTRERAS	37
		LUIS TEJEDA	37
		DANIEL CASTRO	36.5
		JOSE C. SANCHEZ	37.5
		EDUARDO CERVANTES	36.5
		MARLA OBRENTZ	37.5
		JORGE RIVAS	36.5
		VERONICO CARDENA	37
		JULIO MARTINEZ	36.5
		JULIAN ARMENTA	37.5
		OSCAR VAZQUEZ	37

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MARICOPA 2013							
4/10-14/13		WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY	TOTALS
							$0.00
ANGELA	67	$83.00	$23.00	$750.00	$2,657.00	1,811.00	5,324.00
APRIL	402	$555.00	$740.00	$1,484.00	$1,861.00	1,695.00	6,335.00
BARBARA	403	$298.00	$316.00	$896.00	$3,125.00	1,853.00	6,488.00
BOBBIE	397	$106.00	$283.00	$937.00	$1,304.00	1,050.00	3,680.00
DONNA	59	$404.00	$394.00	$1,066.00	$2,236.00	1,757.00	5,857.00
JAMIE	66	$571.00	$347.00	$1,146.00	$2,966.00	1,224.00	6,254.00
KAREN	64	$325.00	$81.00	$243.00	$775.00	1,204.00	2,628.00
KRISTI	179	$60.00	$492.00	$501.00	$1,075.00	2,103.00	4,231.00
SARAH	177	$519.00	$810.00	$1,880.00	$1,246.00	1,030.00	5,485.00
JULIE	398	$111.00	$0.00	$139.00	$644.00	593.00	1,487.00
TINA	65	$189.00	$153.00	$114.00	484.00	580.00	1,520.00
K-TOWN	743	$92.00	$34.00	$61.00	302.00	233.00	722.00
RAINBOW	746	$56.00	$57.00	$66.00	221.00	223.00	623.00
BRITS BEST	180	$55.00	$42.00	$111.00	290.00	209.00	707.00
TOTALS		$3,424.00	$3,772.00	$9,394.00	$19,186.00	$15,565.00	51,341.00

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BUTLER AMUSEMENTS
"BUTCH'S" UNIT
PAYROLL

MARICOPA									
WEEK ENDING	4/14/2013								
LAST NAME	FIRST NAME	SSN	DOB	GROSS	DRAWS	UNIFORMS	ID	BUNK	NET
ALEXANDER	FELICIA			$800.00	$0.00	$0.00	$0.00	$0.00	$800.00
ALARCON	GERMAN			$375.00	$0.00	$0.00	$0.00	$0.00	$375.00
AARON	JAMES			$360.00	$40.00	$0.00	$0.00	$0.00	$320.00
ALLBRIGHT	TODD			$325.00	$0.00	$0.00	$0.00	$0.00	$325.00
ALVARADO	ALFONSO	Confidential		$350.00	$0.00	$0.00	$0.00	$0.00	$350.00
AMARAL	DEAN			$232.14	$0.00	$20.00	$0.00	$0.00	$212.14
ANDRADE	ANDRES	Confidential		$375.00	$0.00	$0.00	$0.00	$0.00	$375.00
ANDRADE	DANIEL	DRIVER		$500.00	$0.00	$0.00	$0.00	$0.00	$500.00
ARMENTA	ANTONIO			$350.00	$0.00	$15.00	$0.00	$0.00	$335.00
ARMENTA	CARLOS	Confidential		$575.00	$0.00	$0.00	$0.00	$0.00	$575.00
ARMENTA	JULIAN			$390.00	$0.00	$0.00	$0.00	$0.00	$390.00
BANDALA	MARCOS			$350.00	$0.00	$0.00	$0.00	$0.00	$350.00
BARAJAS	FRANK	Confidential		$375.00	$0.00	$0.00	$0.00	$0.00	$375.00
BARRIOS	DANIEL			$400.00	$0.00	$0.00	$0.00	$0.00	$400.00
BELLO	JUAN PUAC			$350.00	$0.00	$0.00	$0.00	$0.00	$350.00
BELLO	GABRIELLE			$350.00	$0.00	$0.00	$0.00	$0.00	$350.00
BENEVIDEZ	ALBERTO			$430.00	$0.00	$0.00	$0.00	$0.00	$430.00
BUDIMIR	DREW			$1,000.00	$0.00	$0.00	$0.00	$0.00	$1,000.00
BROWN	MIKE			$500.00	$180.00	$0.00	$0.00	$0.00	$320.00
BYRD	SHANE			$500.00	$0.00	$0.00	$0.00	$0.00	$500.00
CAELA	MARTIN			$375.00	$0.00	$0.00	$0.00	$0.00	$375.00
CARBALLO	IGNACIO	Confidential		$325.00	$0.00	$0.00	$0.00	$0.00	$325.00
CARDENA	VERONICO			$350.00	$0.00	$0.00	$0.00	$0.00	$350.00
CASTRO	DANIEL			$325.00	$0.00	$0.00	$0.00	$0.00	$325.00
CASTRO	BENJAMIN			$350.00	$0.00	$0.00	$0.00	$0.00	$350.00
CASTELLANOS	CANDIDO			$92.86	$0.00	$0.00	$0.00	$0.00	$92.86
CERVANTES	EDUARDO	Confidential		$350.00	$40.00	$15.00	$0.00	$0.00	$295.00
CERVARICH	SCOT			$350.00	$150.00	$0.00	$0.00	$0.00	$200.00
CONTRERAS	JOSE			$350.00	$0.00	$0.00	$0.00	$0.00	$350.00
DOROTEO	DIONISIO			$350.00	$0.00	$0.00	$0.00	$0.00	$350.00
DELA CRUZ	JORGE	Confidential		$100.00	$0.00	$0.00	$0.00	$0.00	$100.00
DICKEY	JERRY			$750.00	$0.00	$0.00	$0.00	$0.00	$750.00
ENRIQUEZ	MAXIMILIANO	Confidential		$92.86	$0.00	$0.00	$0.00	$0.00	$92.86
ESPINOZA	AGUSTINE			$390.00	$0.00	$0.00	$0.00	$0.00	$390.00
ESTUDILLO	SAUL			$500.00	$0.00	$0.00	$0.00	$0.00	$500.00
FLORES	JOHNNIE	Confidential		$350.00	$120.00	$0.00	$0.00	$0.00	$230.00
GARCIA	JESUS OJEDA			$350.00	$0.00	$0.00	$0.00	$0.00	$350.00
GARCIA	ARNULFO			$450.00	$0.00	$0.00	$0.00	$0.00	$450.00
GARCIA	MARTIN			$100.00	$0.00	$0.00	$0.00	$0.00	$100.00
GASCA	JULIO			$500.00	$0.00	$0.00	$0.00	$0.00	$500.00
GRACIA	LUIS			$325.00	$0.00	$0.00	$0.00	$0.00	$325.00
GRAJALES	JESUS	Confidential		$350.00	$100.00	$0.00	$0.00	$0.00	$250.00
GUEVARA	ALFONSO			$325.00	$0.00	$0.00	$0.00	$0.00	$325.00
GUTIERREZ	JOSE	Confidential		$380.00	$0.00	$0.00	$0.00	$0.00	$380.00
GUZMAN	RUTILIO			$400.00	$0.00	$0.00	$0.00	$0.00	$400.00
HERNANDEZ	CORNELIO			$92.86	$0.00	$0.00	$0.00	$0.00	$92.86
HERNANDEZ	LUIS			$92.86	$0.00	$0.00	$0.00	$0.00	$92.86
HERNANDEZ	JAVIER	Confidential		$375.00	$0.00	$30.00	$0.00	$0.00	$345.00
HERNANDEZ	JAIME			$475.00	$0.00	$0.00	$0.00	$0.00	$475.00
HERNANDEZ	JUAN			$92.86	$0.00	$0.00	$0.00	$0.00	$92.86
HERNANDEZ	ROGER			$550.00	$80.00	$15.00	$0.00	$0.00	$455.00
HERRERA	MIGUEL			$350.00	$0.00	$0.00	$0.00	$0.00	$350.00
HERRERA	MUCIO			$92.86	$0.00	$0.00	$0.00	$0.00	$92.86
HILL	BENNY			$650.00	$200.00	$0.00	$0.00	$0.00	$450.00

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BUTLER AMUSEMENTS
"BUTCH'S" UNIT
PAYROLL

HUERTA	RICARDO	Confidential	$375.00	$0.00	$0.00	$0.00	$0.00	$375.00
HURLEY	KENNETH	LOCAL HIRE AZ	$278.57	$0.00	$22.00	$0.00	$0.00	$256.57
JACKSON	LEMITIA		$325.00	$40.00	$0.00	$0.00	$0.00	$285.00
JOHNSON	JAMES	DRIVER	$600.00	$0.00	$0.00	$0.00	$0.00	$600.00
KAREM	RASHAD		$325.00	$0.00	$0.00	$0.00	$0.00	$325.00
GAMERO	GUSTAVO		$500.00	$0.00	$0.00	$0.00	$0.00	$500.00
GAMERO	JAVIER		$600.00	$0.00	$0.00	$0.00	$0.00	$600.00
GONZALEZ	CARLOS	Confidential	$92.86	$0.00	$0.00	$0.00	$0.00	$92.86
GONZALEZ	ROSALINO		$425.00	$0.00	$0.00	$0.00	$0.00	$425.00
GUZMAN	SERGIO	DRIVER	$500.00	$0.00	$0.00	$0.00	$0.00	$500.00
JULIAN	OSCAR	Confidential	$92.86	$0.00	$0.00	$0.00	$0.00	$92.86
KAREM	RASHAD		$325.00	$0.00	$0.00	$0.00	$0.00	$325.00
LAMBERT	TAYO	Confidential	$350.00	$80.00	$20.00	$0.00	$0.00	$250.00
LARA	MIGUEL		$92.86	$0.00	$0.00	$0.00	$0.00	$92.86
LOPEZ	ANGEL		$325.00	$0.00	$0.00	$0.00	$0.00	$325.00
LOPEZ	CONSTANTINE		$350.00	$0.00	$0.00	$0.00	$0.00	$350.00
LOPEZ	OMAR	Confidential	$525.00	$40.00	$0.00	$0.00	$0.00	$485.00
LOPEZ	JOHN		$600.00	$0.00	$0.00	$0.00	$0.00	$600.00
MARTINEZ	JESUS		$400.00	$0.00	$0.00	$0.00	$0.00	$400.00
MARTINEZ	JULIO		$410.00	$0.00	$0.00	$0.00	$0.00	$410.00
MARTINEZ	VICTOR		$325.00	$0.00	$0.00	$0.00	$0.00	$325.00
MAULDIN	WILLIAM		$500.00	$0.00	$0.00	$0.00	$0.00	$500.00
McCOREY	APPOLOS		$325.00	$40.00	$15.00	$0.00	$0.00	$270.00
MENDEZ	JOSE		$375.00	$0.00	$0.00	$0.00	$0.00	$375.00
MENDEZ	ANTONIO	Confidential	$745.00	$100.00	$0.00	$0.00	$0.00	$645.00
MENDOZA	ALFONSO		$325.00	$0.00	$0.00	$0.00	$0.00	$325.00
MERTEN	ROBERT		$1,650.00	$0.00	$0.00	$0.00	$0.00	$1,650.00
MOSHER	TINA		$325.00	$150.00	$0.00	$0.00	$0.00	$175.00
MUNOZ	MANOLO	Confidential	$375.00	$0.00	$0.00	$0.00	$0.00	$375.00
MOTA	EDUARDO		$400.00	$0.00	$0.00	$0.00	$0.00	$400.00
OBRENTZ	MARLA		$325.00	$80.00	$0.00	$0.00	$0.00	$245.00
OLENSKE	TIM		$500.00	$0.00	$0.00	$0.00	$0.00	$500.00
ORTEGA	JOSE	DRIVER	$500.00	$0.00	$0.00	$0.00	$0.00	$500.00
PARRA	EVARISTO	Confidential	$92.86	$0.00	$0.00	$0.00	$0.00	$92.86
PAZOS	ANSELMO		$92.86	$0.00	$0.00	$0.00	$0.00	$92.86
PAREDES	JOSE	DRIVER	$500.00	$0.00	$0.00	$0.00	$0.00	$500.00
PEDRO	OMAR	Confidential	$470.00	$0.00	$0.00	$0.00	$0.00	$470.00
PENA	JOSE LUIS		$350.00	$0.00	$0.00	$0.00	$0.00	$350.00
PIERCE	RON	DRIVER	$500.00	$0.00	$0.00	$0.00	$0.00	$500.00
PITTS	MICHAEL	Confidential	$450.00	$0.00	$0.00	$0.00	$0.00	$450.00
PREZA	FERNANDO	DRIVER	$500.00	$0.00	$0.00	$0.00	$0.00	$500.00
QUINT	RON	DRIVER	$900.00	$0.00	$0.00	$0.00	$0.00	$900.00
RAMOS	RAFAEL	Confidential	$92.86	$0.00	$0.00	$0.00	$0.00	$92.86
RENARD	TONY		$1,000.00	$0.00	$0.00	$0.00	$0.00	$1,000.00
RENDON	FELIPE500		$500.00	$0.00	$0.00	$0.00	$0.00	$500.00
RIVAS	JORGE		$350.00	$0.00	$0.00	$0.00	$0.00	$350.00
RIVERA	CARLOS		$400.00	$0.00	$0.00	$0.00	$0.00	$400.00
RIVERA	BALBINA		$92.86	$0.00	$0.00	$0.00	$0.00	$92.86
ROA	MARIANO		$350.00	$0.00	$0.00	$0.00	$0.00	$350.00
RODRIGUEZ	GUADALUPE		$375.00	$40.00	$0.00	$0.00	$0.00	$335.00
RODRIGUEZ	JOSE		$92.86	$0.00	$0.00	$0.00	$0.00	$92.86
ROANO	ALDO		$425.00	$140.00	$0.00	$0.00	$0.00	$285.00
ROSS	REGGIE	Confidential	$415.00	$200.00	$0.00	$0.00	$0.00	$215.00
RUIZ	JUAN		$425.00	$0.00	$0.00	$0.00	$0.00	$425.00
RUIZ	RICARDO		$375.00	$0.00	$0.00	$0.00	$0.00	$375.00
RUYLE	ASHLEY		$325.00	$0.00	$0.00	$0.00	$0.00	$325.00
SAGAR	GUNNAR		$325.00	$120.00	$0.00	$0.00	$0.00	$205.00
SANCHEZ	JOSE CIRO	Confidential	$425.00	$0.00	$0.00	$0.00	$0.00	$425.00
SANCHEZ	UBALDO		$325.00	$0.00	$15.00	$0.00	$0.00	$310.00

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BUTLER AMUSEMENTS
"BUTCH'S" UNIT
PAYROLL

SANCHEZ	ROBERTO	Confidential		$400.00	$0.00	$0.00	$0.00	$0.00	$400.00
SANCHEZ	GENARO			$92.86	$0.00	$0.00	$0.00	$0.00	$92.86
SANTIAGO	VALENTINO			$325.00	$0.00	$0.00	$0.00	$0.00	$325.00
SANTOS	ELDILBERTO			$350.00	$0.00	$0.00	$0.00	$0.00	$350.00
SANTOS	RICARDO	Confidential		$100.00	$0.00	$0.00	$0.00	$0.00	$100.00
SANTOS	ARTURO			$92.86	$0.00	$0.00	$0.00	$0.00	$92.86
SEDANO	ELPIDIO			$365.00	$0.00	$0.00	$0.00	$0.00	$365.00
SEPULVEDA	ANGEL			$425.00	$40.00	$0.00	$0.00	$0.00	$385.00
SEVERO	RAUL	Confidential		$275.00	$0.00	$0.00	$0.00	$0.00	$275.00
SLACK	SYBERT			$350.00	$150.00	$0.00	$0.00	$0.00	$200.00
SMITH	STEPHEN			$400.00	$0.00	$0.00	$0.00	$0.00	$400.00
SMITH	KENNETH	LOCAL HIRE		$325.00	$80.00	$20.00	$0.00	$0.00	$225.00
SOLER	GUSTAVO	NEEDS SS	Confidential	$92.86	$0.00	$0.00	$0.00	$0.00	$92.86
TEJEDA	LUIS			$325.00	$0.00	$0.00	$0.00	$0.00	$325.00
TEJEDA	MARTIN	Confidential		$100.00	$0.00	$0.00	$0.00	$0.00	$100.00
TREJA	FERNANDO			$500.00	$0.00	$0.00	$0.00	$0.00	$500.00
TRUAX	BILLY			$2,000.00	$0.00	$0.00	$0.00	$0.00	$2,000.00
TUTTLE	GENA			$400.00	$0.00	$0.00	$0.00	$0.00	$400.00
VARGAS	MARTHA	Confidential		$350.00	$0.00	$0.00	$0.00	$0.00	$350.00
VAZQUEZ	JAIME			$400.00	$0.00	$0.00	$0.00	$0.00	$400.00
VAZQUEZ	OSCAR			$350.00	$0.00	$0.00	$0.00	$0.00	$350.00
VENTURA	JOSE			$600.00	$0.00	$0.00	$0.00	$0.00	$600.00
VIDAL	ERNESTO			$350.00	$0.00	$0.00	$0.00	$0.00	$350.00
VILLEGAS	FELIPE	Confidential		$395.00	$0.00	$0.00	$0.00	$0.00	$395.00
ZEPEDA	MARILU			$650.00	$0.00	$0.00	$0.00	$0.00	$650.00
			TOTALS	$54,564.29	$2,170.00	$167.00	$0.00	$0.00	$52,227.29

(M)

Paul

STATEMENTS

2012

04/15/2013 -

04/21/2013

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ST TIMOTHY'S
APRIL 19-21, 2013

JUDY JOYCE

DAY	HOURS	DRAWS	MISC. CHGS.	OVER/SHOR
CARRY FROM LAST WEEK				
MONDAY				
TUESDAY				
WEDNESDAY				
THURSDAY				
FRIDAY	5.00			
SATURDAY	8.00			
SUNDAY	6.50		25.00	
TOTALS	19.50		25.00	
GROSS	166.73			
SAVINGS				
DRAWS		SIGNATURE:		
RENT/MISC	25.00			
OVER/SHORT				
NET PAY	141.73			

Confidential

ST TIMOTHY'S
APRIL 19-21, 2013

APRIL SOLMES

DAY	HOURS	DRAWS	MISC. CHGS.	OVER/SHOR
CARRY FROM LAST WEEK				
MONDAY				
TUESDAY				
WEDNESDAY				
THURSDAY		40.00		
FRIDAY	5.00			
SATURDAY	8.00			
SUNDAY	6.50		25.00	
TOTALS	19.50	40.00	25.00	
GROSS	166.73			
SAVINGS				
DRAWS	40.00	SIGNATURE:		
RENT/MISC	25.00			
OVER/SHORT				
NET PAY	101.73			

Confidential

ST TIMOTHY'S
APRIL 19-21, 2013

TAMMY CUETO

DAY	HOURS	DRAWS	MISC. CHGS.	OVER/SHOR
CARRY FROM LAST WEEK				
MONDAY				
TUESDAY				
WEDNESDAY				
THURSDAY				
FRIDAY	5.25			
SATURDAY	8.00		25.00	
SUNDAY	6.50			
TOTALS	19.75		25.00	
GROSS	168.86			
SAVINGS				
DRAWS		SIGNATURE:		
RENT/MISC	25.00			
OVER/SHORT				
NET PAY	143.86			

Confidential

ST TIMOTHY'S
APRIL 19-21, 2013

RHONDA FLEMMING

DAY	HOURS	DRAWS	MISC. CHGS.	OVER/SHOR
CARRY FROM LAST WEEK				
MONDAY				
TUESDAY				
WEDNESDAY				
THURSDAY		40.00		
FRIDAY	5.00			
SATURDAY	8.00	20.00		
SUNDAY	6.50		25.00	
TOTALS	19.50	60.00	25.00	
GROSS	166.73			
SAVINGS				
DRAWS	60.00			
RENT/MISC	25.00			
OVER/SHORT				
NET PAY	81.73			

Confidential

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ST TIMOTHY'S				
APRIL 19-21, 2013				
	GROSS	NET		
JUDY JOYCE	166.73	141.73		
APRIL SOLMES	166.73	101.73		
TAMMY CUETO	168.86	143.86		
RHONDA FLEMMING	166.73	81.73		
TOTALS	669.04	469.04		
	BUNK HOUSE=	75.00		
	SAVINGS=			
	TOTAL=	544.04		

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Butler001040

GROSS: $380.00

NET: $340.00

NAME: TITO TRIANO ALVAREZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/15/2013	OFF	OFF	0	0
TUESDAY	4/16/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	4/17/2013	9 A.M.	5 P.M.	2	6
THURSDAY	4/18/2013	4 P.M.	10 P.M.	3	4
FRIDAY	4/19/2013	4 P.M.	11 P.M.	2	5
SATURDAY	4/20/2013	11 A.M	11 P.M.	6	6
SUNDAY	4/21/2013	12 P.M.	10 P.M.	5	5

WORKWEEK HOURS TOTAL: 32

EMPLOYEE SIGNATURE:

Confidential

GROSS: $325.00

NET: $305.00

NAME: MIGUEL ANGEL PONCE ALVARADO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/15/2013	OFF	OFF	0	0
TUESDAY	4/16/2013	9 A.M	5 P.M.	3	5
WEDNESDAY	4/17/2013	9 A.M.	5 P.M.	2	6
THURSDAY	4/18/2013	4 P.M.	10 P.M.	4	3
FRIDAY	4/19/2013	4 P.M.	11 P.M.	3.5	3.5
SATURDAY	4/20/2013	11 A.M	11 P.M.	7	5
SUNDAY	4/21/2013	12 P.M.	10 P.M.	6	4

WORKWEEK HOURS TOTAL: 26.5

EMPLOYEE SIGNATURE:

Confidential

GROSS: $350.00

NET: $350.00

NAME: JUAN CARLOS VASQUEZ APODACA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/15/2013	OFF	OFF	0	0
TUESDAY	4/16/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	4/17/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	4/18/2013	4 P.M.	10 P.M.	2.5	4.5
FRIDAY	4/19/2013	4 P.M.	11 P.M.	3	4
SATURDAY	4/20/2013	11 A.M	11 P.M.	6	6
SUNDAY	4/21/2013	12 P.M.	10 P.M.	5	5

WORKWEEK HOURS TOTAL: 32

EMPLOYEE SIGNATURE:

Confidential

GROSS: $300.00

NET: $300.00

NAME: JESSE BOGUE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/15/2013	OFF	OFF	0	0
TUESDAY	4/16/2013	9 A.M	5 P.M.	2.5	5.5
WEDNESDAY	4/17/2013	9 A.M.	5 P.M.	2	6
THURSDAY	4/18/2013	4 P.M.	10 P.M.	5	2
FRIDAY	4/19/2013	4 P.M.	11 P.M.	3.5	3.5
SATURDAY	4/20/2013	11 A.M	11 P.M.	7	5
SUNDAY	4/21/2013	12 P.M.	10 P.M.	6	4

WORKWEEK HOURS TOTAL: 26

EMPLOYEE SIGNATURE: Confidential

GROSS: $325.00

NET: $175.00

NAME: THOMAS CAMERON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/15/2013	OFF	OFF	0	0
TUESDAY	4/16/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	4/17/2013	9 A.M.	5 P.M.	3	5
THURSDAY	4/18/2013	4 P.M.	10 P.M.	2.5	4.5
FRIDAY	4/19/2013	4 P.M.	11 P.M.	3	4
SATURDAY	4/20/2013	11 A.M	11 P.M.	6	6
SUNDAY	4/21/2013	12 P.M.	10 P.M.	5	5

WORKWEEK HOURS TOTAL: 30.5

EMPLOYEE SIGNATURE: Confidential Confidential

GROSS: $450.00

NET: $300.00

NAME: JUDITH CHESSER

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/15/2013	OFF	OFF	0	0
TUESDAY	4/16/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	4/17/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	4/18/2013	4 P.M.	10 P.M.	4	3
FRIDAY	4/19/2013	4 P.M.	11 P.M.	3	6
SATURDAY	4/20/2013	11 A.M	11 P.M.	7	5
SUNDAY	4/21/2013	12 P.M.	10 P.M.	5	5

WORKWEEK HOURS TOTAL: 32.5

EMPLOYEE SIGNATURE: Confidential

GROSS: $325.00

NET: $225.00

NAME: JOSEPH CHESSER

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/15/2013	OFF	OFF	0	0
TUESDAY	4/16/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	4/17/2013	9 A.M.	5 P.M.	2	6
THURSDAY	4/18/2013	4 P.M.	10 P.M.	3	4
FRIDAY	4/19/2013	4 P.M.	11 P.M.	2	5
SATURDAY	4/20/2013	11 A.M	11 P.M.	6	6
SUNDAY	4/21/2013	12 P.M.	10 P.M.	5	5

WORKWEEK HOURS TOTAL: 32

EMPLOYEE SIGNATURE:

Confidential

GROSS: $350.00

NET: $350.00

NAME: INES APODACA COLIO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/15/2013	OFF	OFF	0	0
TUESDAY	4/16/2013	9 A.M	5 P.M.	3	5
WEDNESDAY	4/17/2013	9 A.M.	5 P.M.	2	6
THURSDAY	4/18/2013	4 P.M.	10 P.M.	4	3
FRIDAY	4/19/2013	4 P.M.	11 P.M.	3.5	3.5
SATURDAY	4/20/2013	11 A.M	11 P.M.	7	5
SUNDAY	4/21/2013	12 P.M.	10 P.M.	6	4

WORKWEEK HOURS TOTAL: 26.5

EMPLOYEE SIGNATURE:

Confidential

GROSS: $325.00

NET: $275.00

NAME: MICHAEL COMERFORD

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/15/2013	OFF	OFF	0	0
TUESDAY	4/16/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	4/17/2013	9 A.M.	5 P.M.	3	5
THURSDAY	4/18/2013	4 P.M.	10 P.M.	3	4
FRIDAY	4/19/2013	4 P.M.	11 P.M.	2	5
SATURDAY	4/20/2013	11 A.M	11 P.M.	6	6
SUNDAY	4/21/2013	12 P.M.	10 P.M.	5	5

WORKWEEK HOURS TOTAL: 31

EMPLOYEE SIGNATURE:

Confidential

GROSS: $325.00

NET: $55.00

NAME: ROOSEVELT CONLEY

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/15/2013	OFF	OFF	0	0
TUESDAY	4/16/2013	9 A.M	5 P.M.	2.5	5.5
WEDNESDAY	4/17/2013	9 A.M.	5 P.M.	2	6
THURSDAY	4/18/2013	4 P.M.	10 P.M.	5	2
FRIDAY	4/19/2013	4 P.M.	11 P.M.	3.5	3.5
SATURDAY	4/20/2013	11 A.M	11 P.M.	7	5
SUNDAY	4/21/2013	12 P.M.	10 P.M.	6	4

WORKWEEK HOURS TOTAL: 26

EMPLOYEE SIGNATURE:

Confidential

GROSS: $325.00

NET: $325.00

NAME: VALENTINA HERNANDEZ CORTEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/15/2013	OFF	OFF	0	0
TUESDAY	4/16/2013	9 A.M	5 P.M.	3	5
WEDNESDAY	4/17/2013	9 A.M.	5 P.M.	2	6
THURSDAY	4/18/2013	4 P.M.	10 P.M.	4	3
FRIDAY	4/19/2013	4 P.M.	11 P.M.	3.5	3.5
SATURDAY	4/20/2013	11 A.M	11 P.M.	7	5
SUNDAY	4/21/2013	12 P.M.	10 P.M.	6	4

WORKWEEK HOURS TOTAL: 26.5

EMPLOYEE SIGNATURE:

Confidential

GROSS: $325.00

NET: $40.00

NAME: HARVEY DONALDSON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/15/2013	OFF	OFF	0	0
TUESDAY	4/16/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	4/17/2013	9 A.M.	5 P.M.	3	5
THURSDAY	4/18/2013	4 P.M.	10 P.M.	2.5	4.5
FRIDAY	4/19/2013	4 P.M.	11 P.M.	3	4
SATURDAY	4/20/2013	11 A.M	11 P.M.	6	6
SUNDAY	4/21/2013	12 P.M.	10 P.M.	5	5

WORKWEEK HOURS TOTAL: 38.5

EMPLOYEE SIGNATURE:

Confidential

GROSS: $420.00

NET: $360.00

NAME: EDGAR OSVALDO CARRANZA FLORES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/15/2013	OFF	OFF	0	0
TUESDAY	4/16/2013	9 A.M	5 P.M.	2.5	5.5
WEDNESDAY	4/17/2013	9 A.M.	5 P.M.	2	6
THURSDAY	4/18/2013	4 P.M.	10 P.M.	5	2
FRIDAY	4/19/2013	4 P.M.	11 P.M.	3.5	3.5
SATURDAY	4/20/2013	11 A.M	11 P.M.	7	5
SUNDAY	4/21/2013	12 P.M.	10 P.M.	6	4

WORKWEEK HOURS TOTAL: 26

EMPLOYEE SIGNATURE:

Confidential

GROSS: $325.00

NET: $325.00

NAME: LUPITA GALAN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/15/2013	OFF	OFF	0	0
TUESDAY	4/16/2013	9 A.M	5 P.M.	3	5
WEDNESDAY	4/17/2013	9 A.M.	5 P.M.	2	6
THURSDAY	4/18/2013	4 P.M.	10 P.M.	4	3
FRIDAY	4/19/2013	4 P.M.	11 P.M.	3.5	3.5
SATURDAY	4/20/2013	11 A.M	11 P.M.	7	5
SUNDAY	4/21/2013	12 P.M.	10 P.M.	6	4

WORKWEEK HOURS TOTAL: 28.5

EMPLOYEE SIGNATURE:

Confidential

GROSS: $325.00

NET: $305.00

NAME: RODOLFO ALVAREZ GARCIA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/15/2013	OFF	OFF	0	0
TUESDAY	4/16/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	4/17/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	4/18/2013	4 P.M.	10 P.M.	4	3
FRIDAY	4/19/2013	4 P.M.	11 P.M.	3	6
SATURDAY	4/20/2013	11 A.M	11 P.M.	7	5
SUNDAY	4/21/2013	12 P.M.	10 P.M.	5	5

WORKWEEK HOURS TOTAL: 32.5

EMPLOYEE SIGNATURE:

Confidential

Confidential

GROSS: $470.00

NET: $470.00

NAME: SALVADOR ALVAREZ GARCIA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/15/2013	OFF	OFF	0	0
TUESDAY	4/16/2013	9 A.M	5 P.M.	2.5	5.5
WEDNESDAY	4/17/2013	9 A.M.	5 P.M.	2	6
THURSDAY	4/18/2013				2
FRIDAY	4/19/2013				3.5
SATURDAY	4/20/2013				5
SUNDAY	4/21/2013				4

WORKWEEK HOURS TOTAL: 26

EMPLOYEE SIGNATURE:

Confidential

Confidential

GROSS: $350.00

NET: $350.00

NAME: MARIA ISABEL GUERRA HERNANDEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/15/2013	OFF	OFF	0	0
TUESDAY	4/16/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	4/17/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	4/18/2013	4 P.M.	10 P.M.	4	3
FRIDAY	4/19/2013	4 P.M.	11 P.M.	3	6
SATURDAY	4/20/2013	11 A.M	11 P.M.	7	5
SUNDAY	4/21/2013	12 P.M	10 P.M.	5	5

WORKWEEK HOURS TOTAL: 32.5

EMPLOYEE SIGNATURE:

Confidential

GROSS: $350.00

NET: $350.00

NAME: PEDRO HERRERA LOZANO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/15/2013	OFF	OFF	0	0
TUESDAY	4/16/2013	9 A.M	5 P.M.	3	5
WEDNESDAY	4/17/2013	9 A.M.	5 P.M.	2	6
THURSDAY	4/18/2013	4 P.M.	10 P.M.	4	3
FRIDAY	4/19/2013	4 P.M.	11 P.M.	3.5	3.5
SATURDAY	4/20/2013	11 A.M	11 P.M.	7	5
SUNDAY	4/21/2013	12 P.M.	10 P.M.	6	4

WORKWEEK HOURS TOTAL: 26.5

EMPLOYEE SIGNATURE:

Confidential

GROSS: $300.00

NET: $300.00

NAME: ISMAEL VIVANCO MONTALVO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOUR
MONDAY	4/15/2013	OFF	OFF	0	0
TUESDAY	4/16/2013	9 A.M	5 P.M.	2.5	5.5
WEDNESDAY	4/17/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	4/18/2013	4 P.M.	10 P.M.	5.5	1.5
FRIDAY	4/19/2013	4 P.M.	11 P.M.	3.5	3.5
SATURDAY	4/20/2013	11 A.M	11 P.M.	7	5
SUNDAY	4/21/2013	12 P.M.	10 P.M.	6	4

WORKWEEK HOURS TOTAL: 26

EMPLOYER SIGNATURE:

Confidential

GROSS: $350.00

NET: $350.00

NAME: MIGUEL ANGEL ALARCON NOLASCO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/15/2013	OFF	OFF	0	0
TUESDAY	4/16/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	4/17/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	4/18/2013	4 P.M.	10 P.M.	4	3
FRIDAY	4/19/2013	4 P.M.	11 P.M.	3	6
SATURDAY	4/20/2013	11 A.M	11 P.M.	7	5
SUNDAY	4/21/2013	12 P.M.	10 P.M.	5	5

WORKWEEK HOURS TOTAL: 32.5

EMPLOYEE SIGNATURE:

Confidential

GROSS: $300.00

NET: $300.00

NAME: RICHARD NORWOOD

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/15/2013	OFF	OFF	0	0
TUESDAY	4/16/2013	9 A.M	5 P.M.	3	5
WEDNESDAY	4/17/2013	9 A.M.	5 P.M.	2	6
THURSDAY	4/18/2013	4 P.M.	10 P.M.	4	3
FRIDAY	4/19/2013	4 P.M.	11 P.M.	3.5	3.5
SATURDAY	4/20/2013	11 A.M	11 P.M.	7	5
SUNDAY	4/21/2013	[illegible]	[illegible]	6	4

WORKWEEK HOURS TOTAL: 26.5

EMPLOYEE SIGNATURE:

Confidential

GROSS: $325.00

NET: $325.00

NAME: DIEGO PASOS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/15/2013	OFF	OFF	0	0
TUESDAY	4/16/2013	9 A.M	5 P.M.	2.5	5.5
WEDNESDAY	4/17/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	4/18/2013	4 P.M.	10 P.M.	5.5	1.5
FRIDAY	4/19/2013	4 P.M.	11 P.M.	3.5	3.5
SATURDAY	4/20/2013	11 A.M	11 P.M.	7	5
SUNDAY	4/21/2013	12 P.M.	10 P.M.	6	4

WORKWEEK HOURS TOTAL: 26

EMPLOYEE SIGNATURE:

Confidential

GROSS: $325.00

NET: $245.00

NAME: SABRINA REYNOLDS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/15/2013	OFF	OFF	0	0
TUESDAY	4/16/2013	9 A.M	5 P.M.	2	6
WEDNESDAY	4/17/2013	9 A.M.	5 P.M.	2.5	6
THURSDAY	4/18/2013	9 A.M	10 P.M.	3	4
FRIDAY	4/19/2013	4 P.M.	11 P.M.	3	5
SATURDAY	4/20/2013	11 A.M	11 P.M.	6.5	6
SUNDAY	4/21/2013	12 P.M.	10 P.M.	5	5

WORKWEEK HOURS TOTAL: 32

EMPLOYEE SIGNATURE:

Confidential

GROSS: $350.00

NET: $350.00

NAME: AMANCIO GONZALES ROJAS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/15/2013	OFF	OFF	0	0
TUESDAY	4/16/2013	9 A.M	5 P.M.	3	5
WEDNESDAY	4/17/2013	9 A.M.	5 P.M.	2	6
THURSDAY	4/18/2013	4 P.M.	10 P.M.	4	3
FRIDAY	4/19/2013	4 P.M.	11 P.M.	3.5	3.5
SATURDAY	4/20/2013	11 A.M	11 P.M.	7	5
SUNDAY	4/21/2013	12 P.M.	10 P.M.	6	4

WORKWEEK HOURS TOTAL: 26.5

EMPLOYEE SIGNATURE:

Confidential

GROSS: $350.00

NET: $85.00

NAME: HUEY TORRENCE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/15/2013	OFF	OFF	0	0
TUESDAY	4/16/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	4/17/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	4/18/2013	4 P.M.	10 P.M.	3	4
FRIDAY	4/19/2013	4 P.M.	11 P.M.	3	6
SATURDAY	4/20/2013	11 A.M	11 P.M.	6.5	5.5
SUNDAY	4/21/2013	12 P.M.	10 P.M.	5	5

WORKWEEK HOURS TOTAL: 33

EMPLOYEE SIGNATURE:

[redacted] Confidential

PAY: $350.00

NET: $310.00

NAME: FAUSTINO SEDANO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/15/2013	OFF	OFF	0	0
TUESDAY	4/16/2013	9 A.M	5 P.M.	2.5	5.5
WEDNESDAY	4/17/2013	9 A.M.	5 P.M.	1.5	6.5
THURSDAY	4/18/2013	4 P.M.	10 P.M.	5.5	1.5
FRIDAY	4/19/2013	4 P.M.	11 P.M.	4.5	2.5
SATURDAY	4/20/2013	11 A.M	11 P.M.	7	5
SUNDAY	4/21/2013	12 P.M.	10 P.M.	6	4

WORKWEEK HOURS TOTAL: 25

EMPLOYEE SIGNATURE:

[redacted] Confidential

GROSS: $300.00

NET: $300.00

NAME: ED TRASLEVINA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/15/2013	OFF	OFF	0	0
TUESDAY	4/16/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	4/17/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	4/18/2013	4 P.M.	10 P.M.	3	4
FRIDAY	4/19/2013	4 P.M.	11 P.M.	3	6
SATURDAY	4/20/2013	11 A.M	11 P.M.	6.5	5.5
SUNDAY	4/21/2013	12 P.M.	10 P.M.	5	5

WORKWEEK HOURS TOTAL: 33

EMPLOYEE SIGNATURE:

[redacted] Confidential

GROSS: $300.00

NET: $300.00

NAME: PATTY WEST

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/15/2013	OFF	OFF	0	0
TUESDAY	4/16/2013	9 A.M	5 P.M.	1	7
WEDNESDAY	4/17/2013	9 A.M.	5 P.M.	2.5	5.5
THURSDAY	4/18/2013	4 P.M.	10 P.M.	3	4
FRIDAY	4/19/2013	4 P.M.	11 P.M.	3	6
SATURDAY	4/20/2013	11 A.M	11 P.M.	7	5
SUNDAY	4/21/2013	12 P.M.	10 P.M.	5	5

WORKWEEK HOURS TOTAL: 32.5

EMPLOYEE SIGNATURE:

Confidential

ST TIMOTHY'S	APRIL 15-21, 2013	RIDE	BASE PAY	EXTRA PAY	THIS WEEK	DRAWS	UNIFORMS	SAVINGS	RENT	ID	TOTAL DED	NET P
ALVAREZ	TITO, TRIANO	1001	380.00		380.00	40.00					40.00	340.00
ALVARADO	MIGUEL ANGEL PONCE	ORIENT	325.00		325.00	20.00					20.00	305.00
APODACA	JUAN CARLOS, VASQUEZ	GRAVITRON	350.00		350.00						-	350.00
BOGUE	JESSE	OFFICE	300.00		300.00						-	300.00
CAMERON	THOMAS	SLIDE	325.00		325.00	100.00			50.00		150.00	175.00
CHESSER	JUDITH	OFFICE	450.00		450.00			150.00			150.00	300.00
CHESSER	JOSEPH	RING	325.00		325.00			100.00	-	B	100.00	225.00
COLIO	INES, APODACA	JUMP AROUND	350.00		350.00						-	350.00
COMERFORD	MICHAEL	AMERICANA/LOLLIES	325.00		325.00				50.00	B	50.00	275.00
CONLEY	ROOSEVELT	AMERICANA	325.00		325.00	120.00		100.00	50.00	B	270.00	55.00
CORTEZ	VALENTINA HERNANDEZ	JUMP AROUND	325.00		325.00						-	325.00
DONALDSON	HARVEY	LOLLIES	325.00		325.00	60.00		200.00	25.00	B	285.00	40.00
FLORES	EDGAR, OSVALDO CARRANZA	DRIVER/CYCLE JUMP	380.00	40.00	420.00	60.00					60.00	360.00
GALAN	GALLAN, LUPITA	MARDI GRAS	325.00		325.00							325.00
GARCIA	RODOLFO, ALVAREZ	1001	325.00		325.00	20.00					20.00	305.00
GARCIA	SALVADOR, ALVAREZ	DRIVER/YO YO	430.00	40.00	470.00						-	470.00
HERNANDEZ	MARIA, ISABEL GUERRA	TEA CUPS	350.00		350.00						-	350.00
LOVE	LOVE, DAVID	DRIVER	450.00	0.00	-			-			-	-
LOZANO	PEDRO HERRERA	TILT	350.00		350.00						-	350.00
MONTALVO	ISMAEL, VIVANCO	DRIVER/FOOD	300.00		300.00						-	300.00
NOLASCO	MIGUEL, ANGEL ALARCON	CYCLE JUMP	350.00		350.00						-	350.00
NORWOOD	RICHARD, LEE	OFFICE	300.00		300.00						-	300.00
PAREDES	JUAN CARLOS FERNANDEZ	DRIVER	505.00		-						-	-
PASOS	DIEGO	ORIENT	325.00		325.00						-	325.00
REYNOLDS	SABRINA	GRAVITRON	325.00		325.00	80.00					80.00	245.00
ROJAS	AMANCIO, GONZALES	TILT	350.00		350.00						-	350.00
TORRENCE	HUEY	RING	350.00		350.00	40.00		50.00	175.00		265.00	85.00
SEDANO	FAUSTINO, ABURTO	TEA CUPS	350.00		350.00	40.00					40.00	310.00
TRASLEVINA	ED	SHOP/DRIVER	300.00		300.00						-	300.00
WEST	PATTY	OFFICE	300.00		300.00						-	300.00
		TOTALS=	23,115.00		9,595.00	580.00		600.00	350.00		1,530.00	8,065.00
											SAVINGS=	600.00
											RENT=	350.00
												9,015.00

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CONCORD HS

2013

04/15/2013 - 04/21/2013

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CONCORD HIGH SCHOOL
APRIL 29-21, 2013

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CHLOE NORWOOD

DAY	HOURS	DRAWS	MISC. CHGS.	OVER/SHORT
CARRY FROM LAST WEEK				
MONDAY				
TUESDAY				
WEDNESDAY				
THURSDAY				
FRIDAY	6.00			10.00
SATURDAY	10.00		20.00	-50.00
SUNDAY	10.00	10.00	50.00	
TOTALS	26.00	10.00	70.00	-40.00

GROSS	223.00
	120
DRAWS	10.00
RENT/MISC	70.00
OVER/SHORT	-40.00
NET PAY	103.00

+5

RECEIVED BY: [redacted]

Confidential

CONCORD HIGH SCHOOL
APRIL 29-21, 2013

152

DON WYATT

DAY	HOURS	DRAWS	MISC. CHGS.	OVER/SHORT
CARRY FROM LAST WEEK				
MONDAY				
TUESDAY				
WEDNESDAY				
THURSDAY				
FRIDAY	6.00			-15.(
SATURDAY	10.00	40.00		12.00
SUNDAY	10.00	10.00		
TOTALS	26.00	50.00		-3.00

GROSS	223.00
DRAWS	50.00
RENT/MISC	
OVER/SHORT	-3.00
NET PAY	173.00

-21

RECEIVED B [redacted]

Confidential

APRIL 29-21, 2013

147.40

GINA RUSSELL

DAY	HOURS	DRAWS	MISC. CHGS.	OVER/SHORT
CARRY FROM LAST WEEK				
MONDAY				
TUESDAY				
WEDNESDAY				
THURSDAY				
FRIDAY	6.00			7.00
SATURDAY	10.00			-22.60
SUNDAY	10.00	10.00	50.00	
TOTALS	26.00	10.00	50.00	-15.60

GROSS	223.00
DRAWS	10.00
RENT/MISC	50.00
OVER/SHORT	15.60
NET PAY	147.40

RECEIVED [redacted]

Confidential

VALLEJO 2012

Butler's Exh. 26,

CONCORD HIGH SCHOOL
APRIL 29-21, 2013

	GROSS	NET
CHLOE NORWOOD	223.00	103.00
DON WYATT	223.00	173.00
GINA RUSSELL	223.00	147.40
TOTALS	669.00	423.40

CONCORD HIGH SCHOOL
APRIL 29-21, 2013

CHLOE NORWOOD

DAY	HOURS	DRAWS	MISC. CHGS.	OVER/SHORT
CARRY FROM LAST WEEK				
MONDAY				
TUESDAY				
WEDNESDAY				
THURSDAY				
FRIDAY	6.00			10.00
SATURDAY	10.00		20.00	-50.00
SUNDAY	10.00	10.00	50.00	
TOTALS	26.00	10.00	70.00	-40.00

GROSS	223.00
DRAWS	10.00
RENT/MISC	70.00
OVER/SHORT	-40.00
NET PAY	103.00

RECEIVED BY: _____

CONCORD HIGH SCHOOL
APRIL 29-21, 2013

DON WYATT

	HOURS	DRAWS	MISC. CHGS.	OVER/SHORT
CARRY FROM LAST WEEK				
MONDAY				
TUESDAY				
WEDNESDAY				
THURSDAY				
FRIDAY	6.00			-15.00
SATURDAY	10.00	40.00		12.00
SUNDAY	10.00	10.00		
TOTALS	26.00	50.00		-3.00

GROSS	223.00
DRAWS	50.00
RENT/MISC	
OVER/SHORT	-3.00
NET PAY	173.00

RECEIVED BY: _____

CONCORD HIGH SCHOOL
APRIL 29-21, 2013

GINA RUSSELL

DAY	HOURS	DRAWS	MISC. CHGS.	OVER/SHORT
CARRY FROM LAST WEEK				
MONDAY				
TUESDAY				
WEDNESDAY				
THURSDAY				
FRIDAY	6.00			7.00
SATURDAY	10.00			-22.60
SUNDAY	10.00	10.00	50.00	
TOTALS	26.00	10.00	50.00	-15.60

GROSS	223.00
DRAWS	10.00
RENT/MISC	50.00
OVER/SHORT	-15.60
NET PAY	147.40

RECEIVED BY: _____

NET: 400.00

GROSS 400.00

NAME: RANDY ACKERMAN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/15/2013	DAY	OFF	DAY	OFF
TUESDAY	4/16/2013	DAY	OFF	DAY	OFF
WEDNESDAY	4/17/2013	DAY	OFF	DAY	OFF
THURSDAY	4/18/2013	3:30 PM	MIDNIGHT	1	7.50
FRIDAY	4/19/2013	4:00 PM	11:00 PM	3	4.00
SATURDAY	4/20/2013	11:00 AM	11:00 PM	4	8.00
SUNDAY	4/21/2013	NOON	MIDNIGHT	4	8.00

WORKWEEK HOURS TOTAL: 27.50

Confidential

EMPLOYEE SIGNATURE:

NET: 380

GROSS 380.00

NAME: ROMAN RODRIGUEZ ADAME

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/15/2013	DAY	OFF	DAY	OFF
TUESDAY	4/16/2013	DAY	OFF	DAY	OFF
WEDNESDAY	4/17/2013	DAY	OFF	DAY	OFF
THURSDAY	4/18/2013	3:30 PM	MIDNIGHT	2	6.50
FRIDAY	4/19/2013	4:00 PM	11:00 PM	1	6.00
SATURDAY	4/20/2013	11:00 AM	11:00 PM	4	8.00
SUNDAY	4/21/2013	NOON	MIDNIGHT	3	9.00

WORKWEEK HOURS TOTAL: 29.50

Confidential

EMPLOYEE SIGNATURE:

NET: 350.00

GROSS 350.00

NAME: CLAUDIO MARIN ALARCON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/15/2013	DAY	OFF	DAY	OFF
TUESDAY	4/16/2013	DAY	OFF	DAY	OFF
WEDNESDAY	4/17/2013	DAY	OFF	DAY	OFF
THURSDAY	4/18/2013	3:30 PM	MIDNIGHT	0.5	8.00
FRIDAY	4/19/2013	4:00 PM	11:00 PM	4	3.00
SATURDAY	4/20/2013	11:00 AM	11:00 PM	4	8.00
SUNDAY	4/21/2013	NOON	MIDNIGHT	4	8.00

WORKWEEK HOURS TOTAL: 27.00

EMPLOYEE SIGNATURE: [redacted]

Confidential

145

NET: ~~155~~.00

GROSS 325.00

NAME: MICHAEL ANDERSON

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/15/2013	DAY	OFF	DAY	OFF
TUESDAY	4/16/2013	DAY	OFF	DAY	OFF
WEDNESDAY	4/17/2013	DAY	OFF	DAY	OFF
THURSDAY	4/18/2013	3:30 PM	MIDNIGHT	3	5.50
FRIDAY	4/19/2013	4:00 PM	11:00 PM	1	6.00
SATURDAY	4/20/2013	11:00 AM	11:00 PM	4	8.00
SUNDAY	4/21/2013	NOON	MIDNIGHT	3	9.00

WORKWEEK HOURS TOTAL: ~~28.50~~

EMPLOYEE SIGNATURE: [redacted]

Confidential

NET: 350.00

GROSS 350.00

NAME: FRANCISCO NEPOMUCENO APARICIO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/15/2013	DAY	OFF	DAY	OFF
TUESDAY	4/16/2013	DAY	OFF	DAY	OFF
WEDNESDAY	4/17/2013	DAY	OFF	DAY	OFF
THURSDAY	4/18/2013	3:30 PM	MIDNIGHT	1	7.50
FRIDAY	4/19/2013	4:00 PM	11:00 PM	3	4.00
SATURDAY	4/20/2013	11:00 AM	11:00 PM	4	8.00
SUNDAY	4/21/2013	NOON	MIDNIGHT	4	8.00

WORKWEEK HOURS TOTAL: 27.50

Confidential

EMPLOYEE SIGNATURE: [redacted]

NET: 350.00

GROSS 350.00

NAME: VICTOR VASQUEZ APODACA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/15/2013	DAY	OFF	DAY	OFF
TUESDAY	4/16/2013	DAY	OFF	DAY	OFF
WEDNESDAY	4/17/2013	DAY	OFF	DAY	OFF
THURSDAY	4/18/2013	3:30 PM	MIDNIGHT	2	6.50
FRIDAY	4/19/2013	4:00 PM	11:00 PM	1	6.00
SATURDAY	4/20/2013	11:00 AM	11:00 PM	4	8.00
SUNDAY	4/21/2013	NOON	MIDNIGHT	3	9.00

WORKWEEK HOURS TOTAL: 29.50

Confidential

EMPLOYEE SIGNATURE: [redacted]

NET: 380.00

GROSS 380.00

NAME: ARMONDO BARRIOS APOLINAR

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/15/2013	DAY	OFF	DAY	OFF
TUESDAY	4/16/2013	DAY	OFF	DAY	OFF
WEDNESDAY	4/17/2013	DAY	OFF	DAY	OFF
THURSDAY	4/18/2013	3:30 PM	MIDNIGHT	2	6.50
FRIDAY	4/19/2013	4:00 PM	11:00 PM	1	6.00
SATURDAY	4/20/2013	11:00 AM	11:00 PM	4	8.00
SUNDAY	4/21/2013	NOON	MIDNIGHT	3	9.00

WORKWEEK HOURS TOTAL: 29.50

Confidential

EMPLOYEE SIGNATURE:

NET: 355.00

GROSS 355.00

NAME: IVAN GONZALEZ CABANAS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/15/2013	DAY	OFF	DAY	OFF
TUESDAY	4/16/2013	DAY	OFF	DAY	OFF
WEDNESDAY	4/17/2013	DAY	OFF	DAY	OFF
THURSDAY	4/18/2013	3:30 PM	MIDNIGHT	1	7.50
FRIDAY	4/19/2013	4:00 PM	11:00 PM	3	4.00
SATURDAY	4/20/2013	11:00 AM	11:00 PM	4	8.00
SUNDAY	4/21/2013	NOON	MIDNIGHT	4	8.00

WORKWEEK HOURS TOTAL: 27.50

Confidential

EMPLOYEE SIGNATURE:

NET: 325.00

GROSS 325.00

NAME: ROBERTO JUAREZ CATALINA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/15/2013	DAY	OFF	DAY	OFF
TUESDAY	4/16/2013	DAY	OFF	DAY	OFF
WEDNESDAY	4/17/2013	DAY	OFF	DAY	OFF
THURSDAY	4/18/2013	3:30 PM	MIDNIGHT	3	5.50
FRIDAY	4/19/2013	4:00 PM	11:00 PM	1	6.00
SATURDAY	4/20/2013	11:00 AM	11:00 PM	4	8.00
SUNDAY	4/21/2013	NOON	MIDNIGHT	3	9.00

WORKWEEK HOURS TOTAL: 28.50

Confidential

EMPLOYEE SIGNATURE: [redacted]

NET: 355.00

GROSS 355.00

NAME: ROSENDO ORTIZ CERVANTES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/15/2013	DAY	OFF	DAY	OFF
TUESDAY	4/16/2013	DAY	OFF	DAY	OFF
WEDNESDAY	4/17/2013	DAY	OFF	DAY	OFF
THURSDAY	4/18/2013	3:30 PM	MIDNIGHT	0.5	8.00
FRIDAY	4/19/2013	4:00 PM	11:00 PM	4	3.00
SATURDAY	4/20/2013	11:00 AM	11:00 PM	4	8.00
SUNDAY	4/21/2013	NOON	MIDNIGHT	4	8.00

WORKWEEK HOURS TOTAL: 27.00

Confidential

EMPLOYEE SIGNATURE: [redacted]

155

NET: ~~165.00~~

GROSS 350.00

NAME: CHRISTOPHER CHESSER

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/15/2013	DAY	OFF	DAY	OFF
TUESDAY	4/16/2013	DAY	OFF	DAY	OFF
WEDNESDAY	4/17/2013	DAY	OFF	DAY	OFF
THURSDAY	4/18/2013	3:30 PM	MIDNIGHT	2	6.50
FRIDAY	4/19/2013	4:00 PM	11:00 PM	1	6.00
SATURDAY	4/20/2013	11:00 AM	11:00 PM	4	8.00
SUNDAY	4/21/2013	NOON	MIDNIGHT	3	9.00

WORKWEEK HOURS TOTAL: 29.50

EMPLOYEE SIGNATURE: Confidential

NET: 425.00

GROSS 425.00

NAME: ROBERT EASLY

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/15/2013	DAY	OFF	DAY	OFF
TUESDAY	4/16/2013	DAY	OFF	DAY	OFF
WEDNESDAY	4/17/2013	DAY	OFF	DAY	OFF
THURSDAY	4/18/2013	3:30 PM	MIDNIGHT	0.5	8.00
FRIDAY	4/19/2013	4:00 PM	11:00 PM	4	3.00
SATURDAY	4/20/2013	11:00 AM	11:00 PM	4	8.00
SUNDAY	4/21/2013	NOON	MIDNIGHT	4	8.00

WORKWEEK HOURS TOTAL: Confidential 27.00

EMPLOYEE SIGNATURE:

145

NET: ~~155.00~~

GROSS 325.00

NAME: THELFORD FAGER

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/15/2013	DAY	OFF	DAY	OFF
TUESDAY	4/16/2013	DAY	OFF	DAY	OFF
WEDNESDAY	4/17/2013	DAY	OFF	DAY	OFF
THURSDAY	4/18/2013	3:30 PM	MIDNIGHT	3	5.50
FRIDAY	4/19/2013	4:00 PM	11:00 PM	1	6.00
SATURDAY	4/20/2013	11:00 AM	11:00 PM	4	8.00
SUNDAY	4/21/2013	NOON	MIDNIGHT	3	9.00

WORKWEEK HOURS TOTAL: 28.50

Confidential

EMPLOYEE SIGNATURE:

NET: 350.00

GROSS 350.00

NAME: JORGE ARMONDO CARRANZAS FLORES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/15/2013	DAY	OFF	DAY	OFF
TUESDAY	4/16/2013	DAY	OFF	DAY	OFF
WEDNESDAY	4/17/2013	DAY	OFF	DAY	OFF
THURSDAY	4/18/2013	3:30 PM	MIDNIGHT	2	6.50
FRIDAY	4/19/2013	4:00 PM	11:00 PM	4	5.00
SATURDAY	4/20/2013	11:00 AM	11:00 PM	5	7.00
SUNDAY	4/21/2013	NOON	MIDNIGHT	4	8.00

WORKWEEK HOURS TOTAL: 26.50

Confidential

EMPLOYEE SIGNATURE:

NET: 325.00

GROSS 325.00

NAME: MARCO ANTONIO SCANDON FRIAS

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/15/2013	DAY	OFF	DAY	OFF
TUESDAY	4/16/2013	DAY	OFF	DAY	OFF
WEDNESDAY	4/17/2013	DAY	OFF	DAY	OFF
THURSDAY	4/18/2013	3:30 PM	MIDNIGHT	1	7.50
FRIDAY	4/19/2013	4:00 PM	11:00 PM	4	5.00
SATURDAY	4/20/2013	11:00 AM	11:00 PM	4.5	7.50
SUNDAY	4/21/2013	NOON	MIDNIGHT	4	8.00

WORKWEEK HOURS TOTAL: 28.00

EMPLOYEE SIGNATURE: Confidential [redacted]

NET: 325.00

GROSS 325.00

NAME: JUAN ANDRADE GARCIA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/15/2013	DAY	OFF	DAY	OFF
TUESDAY	4/16/2013	DAY	OFF	DAY	OFF
WEDNESDAY	4/17/2013	DAY	OFF	DAY	OFF
THURSDAY	4/18/2013	3:30 PM	MIDNIGHT	2	6.50
FRIDAY	4/19/2013	4:00 PM	11:00 PM	1	6.00
SATURDAY	4/20/2013	11:00 AM	11:00 PM	4	8.00
SUNDAY	4/21/2013	NOON	MIDNIGHT	3	9.00

WORKWEEK HOURS TOTAL: 29.50

EMPLOYEE SIGNATURE: Confidential [redacted]

NET: 350.00

GROSS 350.00

NAME: MIGUEL ANDRADE GARCIA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/15/2013	DAY	OFF	DAY	OFF
TUESDAY	4/16/2013	DAY	OFF	DAY	OFF
WEDNESDAY	4/17/2013	DAY	OFF	DAY	OFF
THURSDAY	4/18/2013	3:30 PM	MIDNIGHT	2	6.50
FRIDAY	4/19/2013	4:00 PM	11:00 PM	4	5.00
SATURDAY	4/20/2013	11:00 AM	11:00 PM	5	7.00
SUNDAY	4/21/2013	NOON	MIDNIGHT	4	8.00

WORKWEEK HOURS TOTAL: 26.50

Confidential

EMPLOYEE SIGNATURE:

135 ~~155~~

NET: ~~165.00~~

GROSS 365.00

NAME: RAUL GUZMAN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/15/2013	DAY	OFF	DAY	OFF
TUESDAY	4/16/2013	DAY	OFF	DAY	OFF
WEDNESDAY	4/17/2013	DAY	OFF	DAY	OFF
THURSDAY	4/18/2013	3:30 PM	MIDNIGHT	3	5.50
FRIDAY	4/19/2013	4:00 PM	11:00 PM	1	6.00
SATURDAY	4/20/2013	11:00 AM	11:00 PM	4	8.00
SUNDAY	4/21/2013	NOON	MIDNIGHT	3	9.00

WORKWEEK HOURS TOTAL: 28.50

Confidential

EMPLOYEE SIGNATURE:

NET: 400.00

GROSS 500.00

NAME: JERRY HALL

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/15/2013	DAY	OFF	DAY	OFF
TUESDAY	4/16/2013	DAY	OFF	DAY	OFF
WEDNESDAY	4/17/2013	DAY	OFF	DAY	OFF
THURSDAY	4/18/2013	3:30 PM	MIDNIGHT	2	6.50
FRIDAY	4/19/2013	4:00 PM	11:00 PM	4	5.00
SATURDAY	4/20/2013	11:00 AM	11:00 PM	5	7.00
SUNDAY	4/21/2013	NOON	MIDNIGHT	4	8.00

WORKWEEK HOURS TOTAL: 26.50

Confidential

EMPLOYEE SIGNATURE: [redacted]

NET: 300.00

GROSS 380.00

NAME: JULIAN GARCIA HERNANDEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/15/2013	DAY	OFF	DAY	OFF
TUESDAY	4/16/2013	DAY	OFF	DAY	OFF
WEDNESDAY	4/17/2013	DAY	OFF	DAY	OFF
THURSDAY	4/18/2013	3:30 PM	MIDNIGHT	2	6.50
FRIDAY	4/19/2013	4:00 PM	11:00 PM	1	6.00
SATURDAY	4/20/2013	11:00 AM	11:00 PM	4	8.00
SUNDAY	4/21/2013	NOON	MIDNIGHT	3	9.00

Confidential

WORKWEEK HOURS TOTAL: 29.50

Confidential

EMPLOYEE SIGNATURE: [redacted]

NET: 135.00

GROSS 325.00

NAME: JOHN HOLMES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/15/2013	DAY	OFF	DAY	OFF
TUESDAY	4/16/2013	DAY	OFF	DAY	OFF
WEDNESDAY	4/17/2013	DAY	OFF	2	6.50
THURSDAY	4/18/2013	3:30 PM	MIDNIGHT	1	7.50
FRIDAY	4/19/2013	4:00 PM	11:00 PM	4	5.00
SATURDAY	4/20/2013	11:00 AM	11:00 PM	5	7.00
SUNDAY	4/21/2013	NOON	MIDNIGHT	4	8.00

WORKWEEK HOURS TOTAL: 34.00

Confidential

EMPLOYEE SIGNATURE: [redacted]

NET: 81.00

GROSS 217.00

NAME: JAMES HYDE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/15/2013	DAY	OFF	DAY	OFF
TUESDAY	4/16/2013	DAY	OFF	DAY	OFF
WEDNESDAY	4/17/2013	DAY	OFF	DAY	OFF
THURSDAY	4/18/2013	3:30 PM	MIDNIGHT	3.5	5.00
FRIDAY	4/19/2013	4:00 PM	11:00 PM	2	5.00
SATURDAY	4/20/2013	11:00 AM	11:00 PM	4	8.00
SUNDAY	4/21/2013	NOON	MIDNIGHT	3	9.00

WORKWEEK HOURS TOTAL: 27.00

Confidential

EMPLOYEE SIGNATURE: [redacted]

NET: 325.00

GROSS 325.00

NAME: DARIO DIAZ JARQUIN

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/15/2013	DAY	OFF	DAY	OFF
TUESDAY	4/16/2013	DAY	OFF	DAY	OFF
WEDNESDAY	4/17/2013	DAY	OFF	DAY	OFF
THURSDAY	4/18/2013	3:30 PM	MIDNIGHT	3.5	5.00
FRIDAY	4/19/2013	4:00 PM	11:00 PM	1	6.00
SATURDAY	4/20/2013	11:00 AM	11:00 PM	4	8.00
SUNDAY	4/21/2013	NOON	MIDNIGHT	3	9.00

WORKWEEK HOURS TOTAL: 28.00

Confidential

EMPLOYEE SIGNATURE: _____

NET: 390.00

GROSS 390.00

NAME: ALBERTO LUIS SANCHEZ LOPEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/15/2013	DAY	OFF	DAY	OFF
TUESDAY	4/16/2013	DAY	OFF	DAY	OFF
WEDNESDAY	4/17/2013	DAY	OFF	DAY	OFF
THURSDAY	4/18/2013	3:30 PM	MIDNIGHT	2	6.50
FRIDAY	4/19/2013	4:00 PM	11:00 PM	4	5.00
SATURDAY	4/20/2013	11:00 AM	11:00 PM	5	7.00
SUNDAY	4/21/2013	NOON	MIDNIGHT	4	8.00

WORKWEEK HOURS TOTAL: 26.50

Confidential

EMPLOYEE SIGNATURE: _____

NET: 300.00

GROSS 300.00

NAME: DEAN MCARTER

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/15/2013	DAY	OFF	DAY	OFF
TUESDAY	4/16/2013	DAY	OFF	DAY	OFF
WEDNESDAY	4/17/2013	DAY	OFF	DAY	OFF
THURSDAY	4/18/2013	3:30 PM	MIDNIGHT	1	7.50
FRIDAY	4/19/2013	4:00 PM	11:00 PM	4	5.00
SATURDAY	4/20/2013	11:00 AM	11:00 PM	4.5	7.50
SUNDAY	4/21/2013	NOON	MIDNIGHT	4	8.00

WORKWEEK HOURS TOTAL: 28.00

EMPLOYEE SIGNATURE: [redacted]

NET: 350.00

GROSS 350.00

NAME: ISIDRO MORALES OLIVA

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/15/2013	DAY	OFF	DAY	OFF
TUESDAY	4/16/2013	DAY	OFF	DAY	OFF
WEDNESDAY	4/17/2013	DAY	OFF	DAY	OFF
THURSDAY	4/18/2013	3:30 PM	MIDNIGHT	3.5	5.00
FRIDAY	4/19/2013	4:00 PM	11:00 PM	1	6.00
SATURDAY	4/20/2013	11:00 AM	11:00 PM	4	8.00
SUNDAY	4/21/2013	NOON	MIDNIGHT	3	9.00

WORKWEEK HOURS TOTAL: 28.00

EMPLOYEE SIGNATURE: [redacted]

NET: 465.00

GROSS 505.00

NAME: JUAN CARLOS FERNANDEZ PAREDES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/15/2013				
TUESDAY	4/16/2013				
WEDNESDAY	4/17/2013				
THURSDAY	4/18/2013				
FRIDAY	4/19/2013				
SATURDAY	4/20/2013				
SUNDAY	4/21/2013				

WORKWEEK

HOURS TOTAL: -

Confidential

EMPLOYEE SIGNATURE:

NET: 500.00

GROSS 500.00

NAME: ROBERT REYES

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/15/2013	DAY	OFF	DAY	OFF
TUESDAY	4/16/2013	DAY	OFF	DAY	OFF
WEDNESDAY	4/17/2013	DAY	OFF	DAY	OFF
THURSDAY	4/18/2013	9 A.M	MIDNIGHT	1	7.50
FRIDAY	4/19/2013	4:00 PM	11:00 PM	4	4.00
SATURDAY	4/20/2013	11:00 AM	11:00 PM	4.5	8.00
SUNDAY	4/21/2013	NOON	MIDNIGHT	4	8.00

WORKWEEK

HOURS TOTAL: 27.50

Confidential

EMPLOYEE

NET: 150.00

GROSS 400.00

NAME: DAMIEN RITSCH

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/15/2013	DAY	OFF	DAY	OFF
TUESDAY	4/16/2013	DAY	OFF	DAY	OFF
WEDNESDAY	4/17/2013	DAY	OFF	DAY	OFF
THURSDAY	4/18/2013	3:30 PM	MIDNIGHT	2	6.50
FRIDAY	4/19/2013	4:00 PM	11:00 PM	1	6.00
SATURDAY	4/20/2013	11:00 AM	11:00 PM	4	8.00
SUNDAY	4/21/2013	NOON	MIDNIGHT	3	9.00

WORKWEEK HOURS TOTAL: 29.50

Confidential

EMPLOYEE SIGNATURE: [redacted]

NET: 365.00

GROSS 365.00

NAME: ANTONIO GARCIA ROMERO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/15/2013	DAY	OFF	DAY	OFF
TUESDAY	4/16/2013	DAY	OFF	DAY	OFF
WEDNESDAY	4/17/2013	DAY	OFF	DAY	OFF
THURSDAY	4/18/2013	3:30 PM	MIDNIGHT	1	7.50
FRIDAY	4/19/2013	4:00 PM	11:00 PM	4	5.00
SATURDAY	4/20/2013	11:00 AM	11:00 PM	4.5	7.50
SUNDAY	4/21/2013	NOON	MIDNIGHT	4	8.00

WORKWEEK HOURS TOTAL: 28.00

Confidential

EMPLOYEE SIGNATURE: [redacted]

NET: 350.00

GROSS 350.00

NAME: JAVIER HERNANDEZ SALVADOR

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/15/2013	DAY	OFF	DAY	OFF
TUESDAY	4/16/2013	DAY	OFF	DAY	OFF
WEDNESDAY	4/17/2013	DAY	OFF	DAY	OFF
THURSDAY	4/18/2013	3:30 PM	MIDNIGHT	3.5	5.00
FRIDAY	4/19/2013	4:00 PM	11:00 PM	2	5.00
SATURDAY	4/20/2013	11:00 AM	11:00 PM	4	8.00
SUNDAY	4/21/2013	NOON	MIDNIGHT	3	9.00

WORKWEEK HOURS TOTAL: 27.00

Confidential

EMPLOYEE SIGNATURE: [redacted]

NET: 380.00

GROSS 380.00

NAME: PRIMITIVO MARTEO SALVADOR

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/15/2013	DAY	OFF	DAY	OFF
TUESDAY	4/16/2013	DAY	OFF	DAY	OFF
WEDNESDAY	4/17/2013	DAY	OFF	DAY	OFF
THURSDAY	4/18/2013	3:30 PM	MIDNIGHT	1	7.50
FRIDAY	4/19/2013	4:00 PM	11:00 PM	4	5.00
SATURDAY	4/20/2013	11:00 AM	11:00 PM	4.5	7.50
SUNDAY	4/21/2013	NOON	MIDNIGHT	4	8.00

WORKWEEK HOURS TOTAL: 28.00

Confidential

EMPLOYEE SIGNATURE: [redacted]

NET: ~~195.00~~ 175

GROSS 325.00

NAME: JASON SERVICE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/15/2013	DAY	OFF	DAY	OFF
TUESDAY	4/16/2013	DAY	OFF	DAY	OFF
WEDNESDAY	4/17/2013	DAY	OFF	DAY	OFF
THURSDAY	4/18/2013	3:30 PM	MIDNIGHT	2.5	6.00
FRIDAY	4/19/2013	4:00 PM	11:00 PM	1	6.00
SATURDAY	4/20/2013	11:00 AM	11:00 PM	4	8.00
SUNDAY	4/21/2013	NOON	MIDNIGHT	3	9.00

WORKWEEK HOURS TOTAL: 29.00

EMPLOYEE SIGNATURE: Confidential

NET: 300.00

GROSS 300.00

NAME: SALLY SHAFFER

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/15/2013	DAY	OFF	DAY	OFF
TUESDAY	4/16/2013	DAY	OFF	DAY	OFF
WEDNESDAY	4/17/2013	DAY	OFF	DAY	OFF
THURSDAY	4/18/2013	3:30 PM	MIDNIGHT	1	7.50
FRIDAY	4/19/2013	4:00 PM	11:00 PM	5	4.00
SATURDAY	4/20/2013	11:00 AM	11:00 PM	3.5	8.50
SUNDAY	4/21/2013	NOON	MIDNIGHT	4	8.00

WORKWEEK HOURS TOTAL: 28.00

EMPLOYEE SIGNATURE: Confidential

NET: 100.00

GROSS 390.00

NAME: STEVEN MATTHEW SHINABERY-NAVE

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/15/2013	DAY	OFF	DAY	OFF
TUESDAY	4/16/2013	DAY	OFF	DAY	OFF
WEDNESDAY	4/17/2013	DAY	OFF	DAY	OFF
THURSDAY	4/18/2013	3:30 PM	MIDNIGHT	3.5	5.00
FRIDAY	4/19/2013	4:00 PM	11:00 PM	2	5.00
SATURDAY	4/20/2013	11:00 AM	11:00 PM	4	8.00
SUNDAY	4/21/2013	NOON	MIDNIGHT	3	9.00

WORKWEEK HOURS TOTAL: 27.00

Confidential

EMPLOYEE SIGNATURE: [redacted]

NET: 285.00

GROSS 365.00

NAME: ASCENCION ALEJO VASQUEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/15/2013	DAY	OFF	DAY	OFF
TUESDAY	4/16/2013	DAY	OFF	DAY	OFF
WEDNESDAY	4/17/2013	DAY	OFF	DAY	OFF
THURSDAY	4/18/2013	3:30 PM	MIDNIGHT	1	7.50
FRIDAY	4/19/2013	4:00 PM	11:00 PM	4	5.00
SATURDAY	4/20/2013	11:00 AM	11:00 PM	4.5	7.50
SUNDAY	4/21/2013	NOON	MIDNIGHT	4	8.00

WORKWEEK HOURS TOTAL: 28.00

Confidential

EMPLOYEE SIGNATURE: [redacted]

235

NET: ~~240~~.00

GROSS 390.00

NAME: DAVID VASQUEZ

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/15/2013	DAY	OFF	DAY	OFF
TUESDAY	4/16/2013	DAY	OFF	DAY	OFF
WEDNESDAY	4/17/2013	DAY	OFF	DAY	OFF
THURSDAY	4/18/2013	3:30 PM	MIDNIGHT	2.5	6.00
FRIDAY	4/19/2013	4:00 PM	11:00 PM	1	6.00
SATURDAY	4/20/2013	11:00 AM	11:00 PM	4	8.00
SUNDAY	4/21/2013	NOON	MIDNIGHT	3	9.00

WORKWEEK HOURS TOTAL: 29.00

Confidential Confidential

EMPLOYEE SIGNATURE:

NET: 245.00

GROSS 325.00

NAME: JESUS VERDUGO

DAY	DATE	IN	OUT	BREAKS	TOTAL HOURS
MONDAY	4/15/2013	DAY	OFF	DAY	OFF
TUESDAY	4/16/2013	DAY	OFF	DAY	OFF
WEDNESDAY	4/17/2013	DAY	OFF	DAY	OFF
THURSDAY	4/18/2013	3:30 PM	MIDNIGHT	1	7.50
FRIDAY	4/19/2013	4:00 PM	11:00 PM	4	5.00
SATURDAY	4/20/2013	11:00 AM	11:00 PM	4.5	7.50
SUNDAY	4/21/2013	NOON	MIDNIGHT	4	8.00

WORKWEEK HOURS TOTAL: 28.00

Confidential

EMPLOYEE SIGNATURE

CONCORD HIGH SCHOOL	APRIL 15-21, 2013	RIDE	BASE PAY	EXTRA PAY	THIS WEEK	DRAWS	UNIFORMS	SAVINGS	RENT/PHONE	WHO BH	TOTAL DED	NET PAY
ACKERMAN	RANDAL	DRIVER	400.00		400.00	-					-	400.00
ADAME	ROMAN, RODRIGUEZ	TEA CUPS	380.00		380.00	-					-	380.00
ALARCON	CLAUDIO MARIN	SUPER SHOT	350.00		350.00						-	350.00
ANDERSON	MICHAEL	ZIPPER	325.00		325.00	120.00			50.00	M	170.00	155.00
APARICIO	FRANCISCO NEPOMUCENO	CORVETTES	350.00		350.00						-	350.00
APODACA	VICTOR, VASQUEZ	TEA CUPS	350.00		350.00	-					-	350.00
APOLINAR	ARMONDO BARRIOS	SUPER SHOT	380.00		380.00	-					-	380.00
CABANAS	IVAN GONZALEZ	WORM	325.00	30.00	355.00	-					-	355.00
CATALINA	ROBERTO JUAREZ	CAROUSEL	325.00		325.00	-					-	325.00
(ANTES	ROSENDO, ORTIZ	WORM	325.00	30.00	355.00						-	355.00
CHESSER	CHRISTOPHER	ZIPPER	350.00		350.00	120.00	15.00		50.00	M	185.00	165.00
EASLY	ROBERT	DRIVER	425.00		425.00						-	425.00
FAGER	TELFORD	SHREK	325.00		325.00	120.00			50.00	d	170.00	155.00
FLORES	JORGE, ARMONDO CARRANZA	CAROUSEL	350.00		350.00	-					-	350.00
FRIAS	MARCO, ANTONIO SCANDON	YO YO	325.00		325.00	-					-	325.00
GARCIA	JUAN ANDRADE	CORVETTES	325.00		325.00						-	325.00
GARCIA	MIGUEL ANDRADE	VIPER	350.00		350.00						-	350.00
GUZMAN	RAUL	VOYAGER	325.00	40.00	365.00	20.00	30.00	100.00	50.00	D	200.00	165.00
HALL	JERRY	SHOP/DRIVER	500.00		500.00			100.00			100.00	400.00
HERNANDEZ	JULIAN, GARCIA	WORM	380.00		380.00	-					-	380.00
HOLMES	JOHN	BEARS	325.00		325.00	40.00		100.00	50.00	D	190.00	135.00
HYDE	JAMES	YO YO	325.00	(108.00)	217.00	80.00			56.00	D	136.00	81.00
JARQUIN	DARIO DIAZ	BEARS	325.00		325.00	-					-	325.00
LOPEZ	ALBERTO, LUIS SANCHEZ	DRIVER/WORMS	350.00	40.00	390.00	-					-	390.00
LOVE	DAVID	DRIVER	450.00		450.00			50.00			50.00	400.00
MCARTER	DEAN	OFFICE	300.00		300.00						-	300.00
OLIVA	ISIDRO, MORALES	ENERGY STORM	350.00		350.00						-	350.00
PAREDES	JUAN CARLOS FERNANDEZ	DRIVER	505.00		505.00						-	505.00
PEYES	ROBERT	DRIVER	500.00		500.00						-	500.00
(SCH	DAMIEN	DRIVER	400.00		400.00	100.00		150.00			250.00	150.00
RUMERO	ANTONIO GARCIA	VIPER	365.00		365.00						-	365.00
SALVADOR	JAVIER HERNANDEZ	CAROUSEL	350.00		350.00						-	350.00
SALVADOR	PRIMITIVO, MATEO	ENERGY STORM	350.00	30.00	380.00						-	380.00
SERVICE	JASON	SLIDE/VOYAGER	325.00		325.00	80.00			50.00	D	130.00	195.00
SHAFFER	SALLY	OFFICE	300.00		300.00						-	300.00
SHINABERY-NAVE	STEVEN, MATT	ZIPPER	350.00	40.00	390.00	240.00			50.00	D	290.00	100.00
VASQUEZ	ASCENCION, ALEJO	CAROUSEL	365.00		365.00	80.00					80.00	285.00
VASQUEZ	DAVID	SANITATION	350.00	40.00	390.00			100.00	50.00	M	150.00	240.00
VERDUGO SR	JESUS	SHREK	325.00		325.00	80.00					80.00	245.00
			14,075.00	142.00	14,217.00	1,080.00	45.00	600.00	456.00		2,181.00	12,036.00

Butler's Exh. 26, p. 1074

Butler001074

13092

From: genatuttle@aol.com
Date: May 1, 2013, 3:14:42 PM PDT
To: MICKBRAJEVICH@aol.com
Subject: 2013 TIME CARD RECAPS FEB-APRIL

HI MICK,
ATTACHED YOU WILL FIND THE 2013 YEAR TO DATE TIME CARD RECAPS. ALSO SO YOU KNOW, I MADE A NOTE ON THE RECAPS THAT THE DEPARTMENT OF LABOR MADE COPIES OF, THEY ALSO MADE COPIES OF THE ACTUAL TIME CARDS RELATED TO THE COPIED RECAPS.

HAVE A GREAT DAY ,

GENA

1075

Butler's Exh. 26, pg. 00256

Butler Amusements, Inc.
EMPLOYEE WEEKLY TIME CARDS RECAP
WEEK ENDING: 2/3/2013

EMPLOYEE:	TOTAL HOURS	EMPLOYEE:	TOTAL HOURS:
TONY RENARD	6	OMAR LOPEZ	6
JESUS MARTINEZ	6	DANIEL CASTRO	6
GABRIELLE BELLO	6	ANTONIO MENDEZ	6
GERMAN ALARCON	6	DAVID MENDEZ	6
EDUARDO MOTA	6	JAMIE HERNANDEZ	6
ROGER HERNANDEZ	6	FELIPE VILLEGAS	6
MIKE PITTS	6	JOHN LOPEZ	6
RUTILIO GUZMAN	6	MARILU ZEPEDA	6
SCOTT CERVARICH	6	BOBBY MERTEN	6
FELIPE RENDON	6	ALEX SILVA	6
JUAN PUAC	6	DANIEL ANDRADE	6
AUGUSTINE ESPINOZA	6	DANIEL BARRIOS	7
CARLOS RIVERA	6	RONNIE BROWN	6
ARNULFO GARCIA	6	LUIS BORJAS	7
CARLOS ARMENTA	6	JUAN BELLO	6.5
JULIEN ARMENTA	6	MARIO CAMPOS	7
JULIO MARTINEZ	6	JOSE GUTIERREZ	6
OMAR PEDRO	6	GUSTAVO GAMERO	7
ANGEL LOPEZ	6	JAVIER GAMERO	6
JOSE GUTIERREZ	6	SERGIO GUZMAN	8
ARRELIO MARQUEZ	6	BENNY HILL	6
ROBERTO SANCHEZ	6	CARLOS HERRERA	8
JOSE C. SANCHEZ	6	JUAN HERRERA	6
EDGAR RIVERA	6	JOSE MENDEZ	8
HUGO RONQUILLO	6	ISMAEL MONTAGO	6.5
JOSE MENDEZ	6		
EDILBERTO GONZALEZ	6		
MARTIN ELA	6		
DAVID HERNANDEZ	6		
RAUL DIAZ	6		
EDGAR RIVERA	6		
JULIO OSCA	6		
ROSALINO GONZALEZ	6		
ALBERTO BENEVIDES	6		
RICARDO HUERTA	6		
JOSE PAREDES	6		
ALDO RUANO	6		

Butler Dist. Exhibit 007

1076

Butler Amusements, Inc.
EMPLOYEE WEEKLY TIME CARDS RECAP
WEEK ENDING: 2/3/2013

EMPLOYEE:	TOTAL HOURS:	EMPLOYEE:	TOTAL HOURS:
FLORENCIO OLIVA	6		
JUAN PAREDES	6		
ROBERTO PENA	6		
CLEMENTA PENA	6		
FERNANDO PREZA	6		
CARLOS RIVERA	6		
REGGIE ROSS	6		
ANTONIO RAMIRO	6		
OMAR LOPEZ	6		
JAVIER SALVADORE	6		
SYBERT SLACK	6		
JOSE SALAZAR	6		
RAUL SEDANO	6		
JOSE VENTURA	6		
MIKE BROWN	6		
BENJAMIN CASTRO	6		
FERNANDO SALAS	6		
CARLOS PERDOMO	6		
ANGEL SEPULVEDA	6		
OMAR ARELLANO	6		
FERNANDO SALAS	6		
ARMONDO MURRIETA	6		
GERMAN CALDERON	6		
ESTEBAN DELA CRUZ	6		
GERMAN CALDERON	6		
JAMES AARON	6		

Butler Amusements, Inc.
EMPLOYEE WEEKLY TIME CARDS RECAP
WEEK ENDING: 2/10/2013

EMPLOYEE:	TOTAL HOURS:
GUADALUPE RODRIGUEZ	10
ALFONSO ALVARADO	10.5
CONSTANTINO LOPEZ	10
JERONIMO GUZMAN	10.5
ENRIQUE CAMPOS	10
JUAN RUIZ	10.5
JOSE LUIS PENA	11
EDUARDO CERVANTES	10.5
ELPIDIO SEDANO	10
ATENDORO MIRANDA	10.5
ARELLANO AGUILAR	10
ANDRES ANDRADE	10.5
JOSE CASTRO	10
ERNESTO VIDAL	11
EDILBERTO SANTOS	10
BONAFACIO QUIJANO	10.5
ARMONDO APOLINAR	10
LAZARO QUIJANO	11
DIONISIO DOROTEO	10
LUIS TEJEDA	10
MANUEL MUNOZ	11
ISIDRO SALAZAR	10
JAIME MENDOZA	10.5
MARIANO ROA	10
ALFONSO MENDOZA	11
IGNACIO CARBALLO	10
ALFONSO GUEVARA	10.5
PEDRO MARIANO	10
ROMAN SANCHEZ	11
CLEMENTE PENA	10
CRESCIANO PENA	10.5
SERGIO MARTINEZ	10
MARIANO GONZALEZ	11
IRVING TORTILLA	10
EDGAR PEREZ	10.5
DANIEL CASTRO	10

EMPLOYEE:	TOTAL HOURS:
JOSE HERNANDEZ	10.5
EDILBERTO GONZALEZ	10
EDUARDO MOTA	10.5
JESUS GRAJALES	10
EDILBERTO GONZALEZ	10.5
MARTIN SANCHEZ	10
ROGELIO PEREZ	10
RICARDO RUIZ	10.5
JUAN PEREZ	10
JAVIER HERNANDEZ	10.5
ANTONIO ARMENTA	11
MARTHA VARGAS	11
JOSE CARMONA	12
ALEJANDRO PEREZ	12
LUIS GRACIA	10.5
JESUS OJEDA	12
FELIX RAMOS	10.5

Butler's Exhibit 2008

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Butler Amusements, Inc.
EMPLOYEE WEEKLY TIME CARDS RECAP
WEEK ENDING: 2/10/2013

EMPLOYEE:	TOTAL HOUR
TONY RENARD	38
JESUS MARTINEZ	35.5
GABRIELLE BELLO	37
GERMAN ALARCON	36.5
ROGER HERNANDEZ	36.5
MIKE PITTS	36.5
RUTILIO GUZMAN	37.5
SCOTT CERVARICH	38
FELIPE RENDON	36.5
JUAN PUAC	39
AUGUSTINE ESPINOZA	36.5
CARLOS RIVERA	37
ARNULFO GARCIA	36.5
CARLOS ARMENTA	38
JULIEN ARMENTA	37.5
JULIO MARTINEZ	39
OMAR PEDRO	37.5
ANGEL LOPEZ	38
JOSE GUTIERREZ	38.5
ARELIS MARQUEZ	39
ROBERTO SANCHEZ	38.5
JOSE C. SANCHEZ	39
EDGAR RIVERA	38.5
HUGO BONQUILLO	38
JOSE MENDEZ	37.5
EDILBERTO GONZALEZ	39
MARTIN CAELA	38.5
DAVID HERNANDEZ	39
RAUL DIAZ	37.5
JULIO GARCA	39.5
ROSARIO GONZALEZ	38
ALBERTO BENEVIDES	37.5
RICARDO HUERTA	38
JOSE PAREDES	38.5
ALDO PRANO	38

EMPLOYEE:	TOTAL HOURS:
OMAR LOPEZ	38.5
DANIEL CASTRO	38
ANTONIO MENDEZ	39.5
DAVID MENDEZ	38
JAMIE HERNANDEZ	38.5
FELIPE VILLEGAS	38
JOHN LOPEZ	39.5
BOBBY MERTEN	38.5
FERNANDO PREZA	38
DANIEL ANDRADE	39.5
DANIEL BARRIOS	39
SERGIO GUZMAN	38.5
LUIS BORJAS	39
JUAN BELLO	39
MARIO CAMPOS	39
GUSTAVO GAMERO	39
JAVIER GAMERO	39.5
BENNY HILL	39.5
ARNULFO GARCIA	38
ISMAEL MONTAGO	40

Butler Amusements, Inc.
EMPLOYEE WEEKLY TIME CARDS RECAP
WEEK ENDING: 2/10/2013

EMPLOYEE:	TOTAL HOUI
FLORENCIO OLIVA	37.5
JUAN PAREDES	38
ROBERTO PENA	38.5
CLEMENTA PENA	38.5
REGGIE ROSS	39.5
ANTONIO RAMIRO	39.5
JAVIER SALVADORE	37.5
SYBERT SLACK	38
JOSE SALAZAR	39.5
MIKE BROWN	38.5
JACOB GARCZYNSKI	21.5
BENJAMIN CASTRO	38.5
ANGEL SEPULVEDA	37.5
FERNANDO SALAS	38.5
BILLY TRUAX	38.5
MANUEL MARTINEZ	37.5
JORDAN LOPEZ	38.5
ARMONDO MURRIETA	37.5
STEVE BINNEBOSE	37.5

EMPLOYEE:	TOTAL HOURS:

EXHIBIT 6028289 1078

Butler Amusements, Inc.
EMPLOYEE WEEKLY TIME CARDS RECAP
WEEK ENDING: 2/17/2013

EMPLOYEE:	TOTAL HOUR:	EMPLOYEE:	TOTAL HOURS:
LUIS BORAJAS	38.5	TAYO LAMBERT	38.5
ROBERTO SANCHEZ	36.5	STEPHEN SMITH	38
RAUL SEVERO	37.5	AUGUSTINE ESPINOZA	39.5
ROGER HERNANDEZ	37.5	BENJAMIN CASTRO	38
MIKE PITTS	36.5	CONSUELO MEJIA	38.5
FELIPE RENDON	38.5	DIONISIO DOROTEO	38
JUAN PUAC	38.5	HUGO RONQUILLO	39.5
LUIS TEJEDA	37.5	JOSE MENDEZ	38
EDILBERTO GONZALEZ	39.5	MANOLO MUNOZ	38.5
MARTIN CAELA	37.5	RICARDO HUERTA	38
DAVID HERNANDEZ	38.5	PRIMITIVO SALVADORE	39.5
RAUL BAEZ	37.5	JESUS OJEDA GARCIA	39
EDGAR RIVERA	39.5	PEDRO LOZANO	38.5
ISIDRO SALAZAR	38.5	JULIO GASCA	39
CARLOS RIVERA	39.5	ROSALINO GONZALEZ	39
ARNULFO GARCIA	38.5	ALBERTO BENEVIDES	39
JESUS GRAJALES	38.5	ANGEL EDUARDO SEPULVED	39.5
ANDRES ANDRADE	39.5	ROGELIO PEREZ	39
DANIEL BARRIOS	39.5	ROBERTO PEREZ	39.5
MARIANO ROA	39.5	JAIME MENDOZA	40
GUADALUPE RODRIGUEZ	39.5	JOHNNIE FLORES	39.5
RUTILIO GUZMAN	39.5	ANGEL LOPEZ	39
SCOTT CERVARICH	38.5	JOSE GUTIERREZ	39.5
JUAN RUIZ	38.5	JERONIMO GUZMAN	38
TONY RIVARD	39.5	CLEMENTE PENA	40
JESUS MARTINEZ	39.5		
ANTONIO ARMENTA	39.5		
RICARDO RUIZ	38.5		
OMAR PEDRO	38.5		
JOSE CARMONA	39.5		
CARLOS HERRERA	38.5		
JOAN HERRERA	38.5		
MARIANO GONZALEZ	38.5		
DANIEL CASTRO	38.5		

EXHIBIT
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10 79

Butler Amusements, Inc.
EMPLOYEE WEEKLY TIME CARDS RECAP
WEEK ENDING: 2/17/2013

EMPLOYEE:	TOTAL HOUR	EMPLOYEE:	TOTAL HOURS:
ENRIQUE LUNA	38.5	BILLY TRUAX	38.5
ARMONDO APOLINAR	36.5	RAUL VILLA	38
ISMAEL MONTALVO	37.5	STEVEN BINNEBOSE	39.5
JAVIER SALVADORE	37.5	DANIEL CERVANTES	38
JOSE CIRO SANCHEZ	39.5	FELIPE VILLEGAS	38.5
EDUARDO CERVANTES	37.5	FRANK BARAJAS	38
IGNACIO CARBALLO	36.5	WENDELL MINGS	39.5
DREW BUDIMIR	38.5	ANTONIO GARCIA	38
EDUARDO MOTA	38.5	FERNANDO SALAS	38.5
MATEO CARDENA	37.5	JORDAN LOPEZ	38
CARLOS ARMENTA	39.5	ISIDRO MORALES	39.5
JULIAN ARMENTA	37.5		
JULIO MARTINEZ	38.5		
ZOCIMO APODOCA	37.5		
ALFONSO MENDOZA	39.5		
AURELIO MARQUEZ	38.5		
GABRIELLE BELLO	39.5		
GERMAN ALARCON	38.5		
CARLOS PERDOMO	38.5		
KEVIN LYNCH	39.5		
ALFONSO ALVARDO	39.5		
MIGUEL HERRERA	39.5		
AMANCIO GONZALEZ	39.5		
RAUL SEDANO	39.5		
OMAR ARIANO	38.5		
BILLY TRUAX	38.5		
RAUL VILLA	39.5		
BILLY TRUAX	39.5		
ANTONIO MENDEZ	39.5		
DAVID MENDEZ	38.5		
REGGIE ROSS	38.5		
JAMIE HERNANDEZ	39.5		
MIKE BROWN	38.5		
JOHN LOPEZ	38.5		
OMAR LOPEZ	38.5		
BENNY HILL	38.5		
MANUEL MARTINEZ	39		

Butler Amusements, Inc.
EMPLOYEE WEEKLY TIME CARDS RECAP
WEEK ENDING: 2/17/2013

EMPLOYEE:	TOTAL HOURS:	EMPLOYEE:	TOTAL HOURS:
JOHN HENRY BALLARD	33		
ARTIE SUAREZ	26		
HENRY LARA	32		
VICTOR MARTINEZ	22		
ENODINO JUAREZ	23		
TINA MOSHER	26		
STEPHANIE MARTINEZ	39		
ARTHUR SANCHEZ	40		
MICHELLE AGUILAR	22		
JOHN PRIMERO	26		
THOMAS HENSEN	22		
MARTHA VARGAS	39		
MARICRUZ ROCHA	21		
BOBBY MERTEN	38		
WADE VARELA	22		
INOCENCIO ZEPEDA	16		
EDILBERTO SANTOS	39		
ANTHONY RAMOS	15		

Butler's Exh. B66 Pg. 1 of 1 1080

Butler Amusements, Inc.
EMPLOYEE WEEKLY TIME CARDS RECAP
WEEK ENDING: 2/24/2013

EMPLOYEE:	TOTAL HOURS	EMPLOYEE:	TOTAL HOURS:
LUIS BORAJA	39	RAUL SEDANO	32
ROBERTO SANCHEZ	36.5	OMAR ARELLANO	37
RAUL SEVERO	39	JOSE CARMONA	31.5
INOCENCIO ZEPEDA	31	CARLOS HERRERA	37
ARTIE SUAREZ	39	JOAN HERRERA	32
JOHNNIE FLORES	36.5	MARIANO GONZALEZ	37
ROGER HERNANDEZ	38	FERNANDO SALAS	32.5
MIKE PITTS	31	DANIEL CASTRO	37
ISIDRO MORALES	37.5	JAVIER LOZA	32.5
FELIPE RENDON	36.5	VICTOR MARTINEZ	36
JUAN PUAC	37.5	ENODINO JUAREZ	31.5
LUIS TEJEDA	31	TAYO LAMBERT	37
EDILBERTO GONZALEZ	39.5	STEPHEN SMITH	32.5
MARTIN CAELA	36.5	AUGUSTINE ESPINOZA	36.5
DAVID HERNANDEZ	39.5	BENJAMIN CASTRO	33
RAUL [illegible]	31	ARACELI TORRES	36.5
EDGAR RIVERA	39	FRANK BARAJAS	32.5
ISIDRO SALAZAR	36.5	CONSUELO MEJIA	37
HUGO BONQUILLO	39	DIONISIO DOROTEO	32.5
ARNULFO GARCIA	31	CARLOS RIVERA	37
JESUS GRANALES	40	JOSE MENDEZ	32.5
ANDRES ANDRADE	36.5	MANOLO MUNOZ	36.5
DANIEL BARRIOS	38	RICARDO HUERTA	32.5
MARIANO ROA	31	PRIMITIVO SALVADORE	37
GUADALUPE RODRIGUEZ	39		
RUTILIO GUZMAN	36.5		
SCOTT CERVARICH	38		
JUAN RUIZ	30		
TONY LENARD	37		
JESUS MARTINEZ	37		
ANTONIO ARMENTA	36		
RICARDO RUIZ	30		
WENDELL MINGS	37		
OMAR PEDRO	37		
ALFONSO ALVARADO	37		
MIGUEL HERRERA	31		
AMANCIO GONZALEZ	37		

Butler Amusements, Inc.
EMPLOYEE WEEKLY TIME CARDS RECAP
WEEK ENDING: 2/24/2013

EMPLOYEE:	TOTAL HOURS	EMPLOYEE:	TOTAL HOURS:
JESUS OJEDA	39	DANIEL CERVANTES	35
PEDRO LOZANO	37.5	GABRIELLE BELLO	40
JULIO GASCA	39	GERMAN ALARCON	34.5
ROSALINO GONZALES	37	CARLOS PERDOMO	40
ALBERTO BENEVIDES	39	KEVIN LYNCH	35
ANGEL SEPULVEDA	37.5	REGGIE ROSS	40
ROGELIO PEREZ	38	MICHELLE AGUILAR	35.5
ROBERTO PENA	37	MARTHA VARGAS	40
JAIME MENDOZA	37.5	BOBBY MERTEN	35.5
TINA MOSHER	37.5	DAVID MENDEZ	39
NICOLE SALAZAR	37.5	EDILBERTO SANTOS	34.5
ANGEL LOPEZ	37	JAIME HERNANDEZ	40
JOSE GUTIERREZ	39.5	FELIPE VILLEGAS	35.5
JERONIMO GUZMAN	37.5	MIKE BROWN	39.5
CLEMENTE PENA	39.5	BILLY TRUAX	36
ENRIQUE CAMPOS	37	ANTONIO MENDEZ	39.5
JORDAN LOPEZ	39.5	MANUEL MARTINEZ	35.5
ARMONDO APOLINAR	37.5	OMAR LOPEZ	40
ANTONIO GARCIA	39.5	RAUL VILLA	35.5
ISMAEL MONTALVO	37	BENNY HILL	40
JAVIER SALVADORE	39.5	JOHN PRIMERO	35.5
JOSE C SANCHEZ	37.5	WILLIE GARCIA	33.5
EDUARDO CERVANTES	40	MICHELLE AGUIILAR	35.5
IGNACIO CARBALLO	37	MARK BOOTH	40
STEPHANIE MARTINEZ	39	GIOVANY INZUALA	24
DREW BUDIMIR	37.5		
STEVE BINNEBOSE	40		
WADE VARELA	36		
EDUARDO MOTA	40		
MATEO CARDENA	37		
CARLOS ARMENTA	39		
JULIAN ARMENTA	36		
JULIO MARTINEZ	40		
ZOCIMO APODOCA	37		
ALFONSO MENDOZA	40		
ARTHUR SANCHEZ	36		
ARELIO MARQUEZ	40		

EXHIBIT 1081 Bates Stamped

Butler Amusements, Inc.
EMPLOYEE WEEKLY TIME CARDS RECAP
WEEK ENDING: 3/10/2013

EMPLOYEE:	TOTAL HOURS:	EMPLOYEE:	TOTAL
APOLLOS McCOREY	37	AGUSTINE ESPINOZA	37
FLORENCIO OLIVA	37	BENJAMIN CASTRO	38
ARMONDO MURRIETA	37	FRANK BARAJAS	36.5
EFRAIN FLORES	36.5	JESUS OJEDA GARCIA	38
ERNESTO VIDAL	37	UBALDO SANCHEZ	37
IGNACIO CARBALLO	38	HUGO RONQUILLO	37
JAMES AARON	36	JOSE MENDEZ	37.5
JOHNNIE FLORES	36.5	MANOLO MUNOZ	37
GUNNAR SAGER	35.5	DIONISIO DOROTEO	37.5
GUADALUPE RODRIGUEZ	38	RICARDO HUERTA	36
MIKE PITTS	35.5	JUILIO GASCA	36.5
ROGER HERNANDEZ	36.5	ROSALINO GONZALEZ	37
JAVIER HERNANDEZ	37.5	ANGEL SEPULVEDA	37.5
FELIPE RENDON	38	ALBERTO BENEVIDES	36.5
JUAN RUAC	37.5	ALFONSO GUEVARA	38
CARLOS RIVERA	36.5	ROGELIO PEREZ	36.5
ARNULFO GARCIA	37.5	ROBERTO PENA	37.5
ANDRES ANDRADE	38	JAIME MENDOZA	37
JESUS TRAGALES	37.5	STEPHEN SMITH	37.5
DANIEL BARRIOS	36.5	ROBERTO SANCHEZ	37
MARIANO ROA	37.5	RAUL SEVERO	38
CARLOS MOTA	38	JOSE GUITIERRZ	36.5
ASHLEY RUYLE	38	ANGEL LOPEZ	37.5
TONY BENARD	36.5	JAMES THOMAS	37
JESUS MARTINEZ	37	ALFONSO MENDOZA	38
ANTONIO ARMENTA	38		
RICARDO RUIZ	38		
WENDELL MINGS	36.5		
OMAR PEDRO	38		
MIGUEL HERRERA	37.5		
ALFONSO ALVARADO	37		
DANIEL CASTRO	37		
LIMITIA JACKSON	38		
VICTOR MARTINEZ	37.5		
MARTIN CAELA	38		
TAYO GILBERT	38		
SYBERT SLACK	38		

Butler Amusements, Inc.
EMPLOYEE WEEKLY TIME CARDS RECAP
WEEK ENDING: 3/10/2013

EMPLOYEE:	TOTAL HOURS:	EMPLOYEE:	TOTAL HOURS:
JAIME VAZQUEZ	37	BENNY HILL	37
JOSE CONTRERAS	37	ANTONIO MENDEZ	38
LUIS TEJEDA	37	OMAR LOPEZ	36.5
MARCOS BANDALA	36.5	RICARDO RUIZ	38
JOSE C. SANCHEZ	37	RUTILIO GUZMAN	37
EDUARDO CERVANTES	38	JOHN LOPEZ	37
JERRY SOOTER	36	OMAR PEDRO	37.5
TINA MOSHER	36.5	LUIS GRACIA	37
DREW BUDIMIR	35.5	ALFONSO ALVARADO	37.5
VERONICO CARDENA	38	DANIEL CASTRO	36
JORGE RIVAS	35.5	MIGUEL HERRERA	36.5
EDUARDO MOTA	36.5	TODD ALBRIGHT	13.5
JOSE PAREDES	37.5	MARLA OBRENTZ	18
ALDO ROANO	38		
LUIS PENA	37.5		
CONSTANTINO LOPEZ	36.5		
CARLOS ARMENTA	37.5		
JULIO MARTINEZ	38		
JULIAN ARMENTA	37.5		
ELPIDIO SEDANO	36.5		
VALENTINO SANTIAGO	37.5		
AURELIO MARQUEZ	38		
LUIS BORJAS	38		
GABRIELLE BELLO	36.5		
GERMAN ALARCON	37		
OSCAR VAZQUEZ	38		
SCOTT CERVARICH	38		
REGGIE ROSS	36.5		
MARTHA VARGAS	38		
THOMAS HANSON	37.5		
BOBBY MERTEN	37		
DAVID MENDEZ	37		
EDILBERTO SANTOS	38		
JAIME HERNANDEZ	37.5		
FELIPE VILLEGAS	38		
MARILU ZEPEDA	38		
MIKE BROWN	38		

EXHIBIT 3 PAGE 3 OF 3 10/8/13

Butler Amusements, Inc.
EMPLOYEE WEEKLY TIME CARDS RECAP
WEEK ENDING: 3/17/2013

EMPLOYEE:	TOTAL HOURS:	EMPLOYEE:	TOTAL HOURS:
APOLLOS McCOREY	39	OSCAR VASQUEZ	36.5
ALEX APODACA	39	GABRIEL BELLO	40
ARMONDO MURRIETA	39	GERMAN ALARCON	36
JOHNNY FLORES	38.5	ALFONSO ALVARADO	40
BENJAMIN CASTRO	39	EDILBERTO SANTOS	36.5
GUADALUPE RODRIGUEZ	39	OMAR PEDRO	40
JULIO GASCA	38	BENNY HILL	37
DANIEL BARRIOS	38.5	THOMAS HENSON	40
MARIANO ROA	37.5	AURELIO MARQUEZ	37
CARLOS MOTA	39	NAME	39
JAVIER HERNANDEZ	37.5	ERNESTO VIDAL	36
ASHLIE RUYLE	38.5	NAME	40
DANIEL CASTRO	39.5	EFRAIN ROMANO	37
ANGEL SEPULVEDA	39	NAME	39.5
VICTOR MARTINEZ	39.5		
ROSALINO GONZALEZ	38.5		
TAYO LAMBERT	39.5		
STEPHEN SMITH	39		
AUGUSTIN ESPINOZA	39.5		
ALFONSO MENDOZA	38.5		
GUNNAR SAGER	39.5		
CATHY GART	39		
LUIS GRACIA	40		
MARTIN OLELA	38.5		
JOSE GUTIERREZ	39		
ANGEL LOPEZ	39		
LUIS TREJO	40		
ANTONIO CONTRERAS	37.5		
MARCOS GANDALA	40		
MIGUEL HERRERA	38.5		
TINA MOSHER	39		
MARLA OBRENTZ	37.5		
DREW SNOMIR	40		
JORGE RIOS	38.5		
VERONICO CARDENA	40		
ROGER HERNANDEZ	37.5		
LUIS BORJAS	40		

Butler Amusements, Inc.
EMPLOYEE WEEKLY TIME CARDS RECAP
WEEK ENDING: 3/17/2013

EMPLOYEE:	TOTAL HOURS:	EMPLOYEE:	TOTAL HOURS:
ELPIDIO SEDANO	39	HUGO RONQUILLO	36.5
CARLOS ARMENTA	39	EDUARDO CERVANTES	40
VALENTINO SANTIAGO	39	JOSE MENDEZ	36
JULIO MARTINEZ	38.5	JERRY SOOTER	40
JAMES AARON	39	MANOLO MUNOZ	36.5
JULIEN ARMENTA	39	EDUARDO MOTA	40
IGNACIO CARBALLO	38	DIONISIO DOROTEO	37
DAVID MENDEZ	38.5	JOSE PAREDES	40
FELIPE RENDON	37.5	ROBERTO PENA	37
JAMIE HERNANDEZ	39	ALDO ROANO	39
JUAN PUAC	37.5	ROGELIO PEREZ	36
FELIPE VILLEGAS	38.5	CONSTANTINO LOPEZ	40
TONY RENARD	39.5	JAMIE MENDOZA	37
MARILU ZEPEDA	39	JOSE LUIS PENA	39.5
JESUS MARTINEZ	39.5	OMAR LOPEZ	37.5
ANTONIO MENDEZ	38.5	MARTHA VARGAS	39.5
ANTONIO ARMENTA	39.5	BILLY TRUAX	37
REGGIE ROSS	39	MIKE BROWN	40
RICARDO RUIZ	39.5	MIKE PITTS	37
RON QUINT	38.5	SCOTT CERVARICH	40
WENDELL MINGS	39.5	ROBERTO SANCHEZ	37
JAVIER GAMERO	39	JUAN RUIZ	39.5
LEMITIA JACKSON	40	RUTILIO GUZMAN	37
GUSTAVO GAMERO	38.5	RAUL SEVERO	40
FRANCISCO BAJARAS	39	JOHN LOPEZ	37.5
JOSE VENTURA	39		
JESUS OJEDA GARCIA	40		
JOSE IVAN ORTEGA	37.5		
UBALDO SANCHEZ	40		
CARLOS RIVERA	38.5		
RICARDO HUERTA	39		
ARNULFO GARCIA	37.5		
ALFONSO GUEVARA	40		
JESUS GRAJALES	38.5		
JAMIE VASQUEZ	40		
ANDRES ANDRADE	37.5		
JOSE CIRO SANCHEZ	40		

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Butler Amusements, Inc.
EMPLOYEE WEEKLY TIME CARDS RECAP
WEEK ENDING: 3/24/2013

EMPLOYEE:	TOTAL HOURS:	EMPLOYEE:	TOTAL HOURS:
APOLLOS McCOREY	37.5	OSCAR VASQUEZ	35
ALEX APODACA	37.5	GABRIEL BELLO	38.5
ARMONDO MURRIETA	37.5	GERMAN ALARCON	34.5
JOHNNY FLORES	37	ALFONSO ALVARADO	38.5
BENJAMIN CASTRO	37.5	EDILBERTO SANTOS	35
GUADALUPE RODRIGUE;	37.5	OMAR PEDRO	38.5
JULIO GASCA	36.5	BENNY HILL	35.5
DANIEL BARRIOS	37		
MARIANO ROA	36	AURELIO MARQUEZ	35.5
CARLOS MOTA	37.5	ALBERTO BENEVIDES	37.5
JAVIER HERNANDEZ	36	ERNESTO VIDAL	34.5
ASHLIE RUYLE	37	FLORENCIO OLIVA	38.5
DANIEL CASTRO	38	EFRAIN ROMANO	35.5
ANGEL SEPULVEDA	37.5	SYBERT SLACK	38
VICTOR MARTINEZ	38		
ROSALINO GONZALEZ	37	THOMAS HENSON	38
TAYO LAMBERT	38		
STEPHEN SMITH	37.5		
AUGUSTIN ESPINOZA	38		
ALFONSO MENDOZA	37		
GUNNAR SAGER	38		
CATHY GARY	37.5		
LUIS GRACIA	38.5		
MARTIN CAELA	37		
JOSE GUITERREZ	37.5		
ANGEL LOPEZ	37.5		
LUIS TEJEDA	38.5		
ANTONIO CONTRERAS	36		
MARCO SANDALA	38.5		
MIGUEL HERRERA	37		
TINA MOSHER	37.5		
MARIA ABRENTZ	36		
DREW BUDIMIR	38.5		
JORGE MAAS	37		
VERONICA CARDENA	38.5		
ROGER HERNANDEZ	36		
LUIS BOMAS	38.5		

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EMPLOYEE WEEKLY TIME CARDS RECAP
WEEK ENDING: 3/24/2013

EMPLOYEE:	TOTAL HOUR	EMPLOYEE:	TOTAL HOURS:
ELPIDIO SEDANO	37.5	HUGO RONQUILLO	36.5
CARLOS ARMENTA	39	EDUARDO CERVANTES	38.5
VALENTINO SANTIAGO	37.5	JOSE MENDEZ	36
JULIO MARTINEZ	38.5	JERRY SOOTER	38.5
JAMES AARON	37.5	MANOLO MUNOZ	36.5
JULIEN ARMENTA	39	EDUARDO MOTA	38.5
IGNACIO CARBALLO	36.5	DIONISIO DOROTEO	37
DAVID MENDEZ	38.5	JOSE PAREDES	38.5
FELIPE RENDON	36	ROBERTO PENA	37
JAMIE HERNANDEZ	39	ALDO ROANO	37.5
JUAN PUAC	36	ROGELIO PEREZ	36
FELIPE VILLEGAS	38.5	CONSTANTINO LOPEZ	38.5
TONY RENARD	38	JAMIE MENDOZA	37
MARILU ZEPEDA	39	JOSE LUIS PENA	38
JESUS MARTINEZ	38	OMAR LOPEZ	37.5
ANTONIO MENDEZ	38.5	MARTHA VARGAS	38
ANTONIO ARMENTA	38	BILLY TRUAX	37
REGGIE ROSS	39	MIKE BROWN	38.5
RICARDO RUIZ	38	MIKE PITTS	37
RON QUINT	38.5	SCOTT CERVARICH	38.5
WENDELL MINGS	38	ROBERTO SANCHEZ	37
JAVIER GAMERO	39	JUAN RUIZ	38
LEMITIA JACKSON	38.5	RUTILIO GUZMAN	37
GUSTAVO GAMERO	38.5	RAUL SEVERO	38.5
FRANCISCO BAJARAS	37.5	WILLIAM MAULDIN	27
JOSE VENTURA	39		
JESUS OJEDA GARCIA	38.5		
JOSE IVAN ORTEGA	37.5		
UBALDO SANCHEZ	38.5		
CARLOS RIVERA	38.5		
RICARDO HUERTA	37.5		
ARNULFO GARCIA	37.5		
ALFONSO GUEVARA	38.5		
JESUS GRAJALES	38.5		
JAMIE VASQUEZ	38.5		
ANDRES ANDRADE	37.5		
JOSE CIRO SANCHEZ	38.5		

Butler Amusements, Inc.
EMPLOYEE WEEKLY TIME CARDS RECAP
WEEK ENDING: 3/31/2013

EMPLOYEE:	TOTAL HOURS:	EMPLOYEE:	TOTAL HOURS:
FLORENCIO OLIVA	37	OMAR LOPEZ	38
ARMONDO MURRIETA	38	BILLY TRUAX	38
EFRAIN FLORES	37	REGGIE ROSS	37.5
CARLOS ARMENTA	37.5	MARTHA VARGAS	38
IGNACIO CARBALLO	37	DEAN AMARAL	38
JOHNNIE FLORES	39	JAMES GRABENER	37
MANOLO MUNOZ	36	JOHN LOPEZ	38.5
GUADALUPE RODRIGUEZ	37.5	DREW BUDIMIR	37
JOSE PAREDES	35.5	ALFONSO GUEVARA	38.5
DANIEL CASTRO	39	ROBERTO SANCHEZ	36
RASID KAREEM	35.5	RAUL SEVERO	37.5
TAYO LAMBERT	37.5	FELIPE RENDON	37
JESUS OJEDA	37.5	SAUL ESTUDILLO	38.5
UBALDO SANCHEZ	39	JAMES AARON	22.5
TINA MOSHER	37.5		
ELPIDIO SEDANO	37.5		
JOSE GUTIERREZ	37.5		
ANGEL LOPEZ	39		
OMAR LOPEZ	37.5		
OMAR PEDRO	37.5		
ALFONSO MENDOZA	37.5		
JULIAN ARMENTA	39		
VALENTINO SANTIAGO	38		
JOSE CONTRERAS	37.5		
LUIS TEJEDA	37		
JULIO MARTINEZ	39		
JOSE MENDEZ	38		
JOSE C. SANCHEZ	37.5		
EDUARDO CERVANTES	38		
FRANCISCO BARAJAS	38.5		
MARLO OBRENTZ	37		
JORGE RIVAS	38		
VERONICO CARDENA	38		
JAMIE HERNANDEZ	38.5		
FELIPE VILLEGAS	38		
MARILU ZEPEDA	39		
ANTONIO MENDEZ	38		

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Butler Amusements, Inc.
EMPLOYEE WEEKLY TIME CARDS RECAP
WEEK ENDING: 4/7/2013

EMPLOYEE:	TOTAL HOURS:	EMPLOYEE:	TOTAL HOURS:
FLORENCIO OLIVA	37.5	STEPHEN SMITH	35.5
ARMONDO MURRIETA	35.5	ASHLIE RUYLE	38.5
EFRAIN FLORES	37.5	REGGIE ROSS	35
CARLOS ARMENTA	35	MARTHA VARGAS	38.5
IGNACIO CARBALLO	37.5	DREW BUDIMIR	35.5
JOHNNIE FLORES	36.5	BENNY HILL	37.5
MANOLO MUNOZ	36.5	JOHN LOPEZ	36
GUADALUPE RODRIGUEZ	35	ROBERTO SANCHEZ	37.5
JOSE PAREDES	36	RAUL SEVERO	36
DANIEL CASTRO	36.5	0	36.5
RASID KAREEM	36	ALFONSO GUEVARA	35
TAYO LAMBERT	35	LEMITIA JACKSON	37.5
JESUS OJEDA	38	APPOLOS MCCOREY	36
UBALDO SANCHEZ	36.5	ANGEL SEPULVEDA	38.5
TINA MOSHER	38	DEAN AMARAL	37
ELPIDIO SEDANO	35	JUAN RUIZ	39.5
JOSE GUTIERREZ	38	RUTILLO GUZMAN	38
ANGEL LOPEZ	36.5	SCOTT CERVARICH	38
OMAR LOPEZ	38	CONSTANTINO LOPEZ	37
OMAR PEDRO	35	MIGUEL HERRERA	39
SYBERT SLACK	38	RICARDO HUERTA	38
JULIAN ARMENTA	36.5	JAMIE VAZQUEZ	35.5
VALENTINO SANTIAGO	38.5	ALFONSO MENDOZA	35.5
JOSE CONTRERAS	35	ROBERT MERTEN II	36.5
LUIS TEJEDA	37.5	ELDIBERTO MARCOS	36.5
JULIO MARTINEZ	36.5		
JOSE MENDEZ	38.5		
JOSE C. SANCHEZ	35		
EDUARDO CERVANTES	38.5		
ERNESTO VIDAL	36		
MARLO OBRENTZ	37.5		
JORGE RIVAS	35.5		
VERONICO CARDENA	38.5		
JAMIE HERNANDEZ	36		
FELIPE VILLEGAS	38.5		
MARILU ZEPEDA	36.5		
ANTONIO MENDEZ	38.5		

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Butler Amusements, Inc.
EMPLOYEE WEEKLY TIME CARDS RECAP
WEEK ENDING: 4/14/2013

EMPLOYEE:	TOTAL HOURS:	EMPLOYEE:	TOTAL I
ROGER HERNANDEZ	37	UBALDO SANCHEZ	36
MIKE PITTS	38.5	JOSE MENDEZ	37.5
JAVIER HERNANDEZ	37	MANOLO MUNOZ	35.5
APOLLOS McCOREY	38	EDUARDO SEPULVEDA	37.5
ELPIDIO SEDANO	37	RICARDO HUERTA	36
VALENTINO SANTIAGO	38.5	CARLOS RIVERA	37.5
ERNESTO VIDAL	36	AGUSTIN ESPINOZA	36.5
JAMES AARON	38	ALFONSO GUEVARA	37.5
RASHAD KARIM	35.5	TINA MOSHER	36.5
JOHNNIE FLORES	38.5	LUIS GRACIA	36.5
GUNNAR SAGAR	35.5	JOSE GUTIERREZ	35.5
GUADALUPE RODRIGUEZ	38	ANGEL LOPEZ	37.5
JOSE LUIS PENA	37.5	JAIME VAZQUEZ	36.5
FELIPE RENDON	38.5	ALFONZO MENDOZA	37
JUAN BELLO	37.5	JOSE CONTRERAS	37
DANIEL BARRIOS	38	LUIS TEJEDA	37
MARIANO ROA	37.5	DANIEL CASTRO	36.5
ASHLEY HOYLE	38.5	JOSE C. SANCHEZ	37.5
RUTILO GUZMAN	37.5	EDUARDO CERVANTES	36.5
JUAN RUIZ	38	MARLA OBRENTZ	37.5
SCOTT CERVARICH	37.5	JORGE RIVAS	36.5
TONY RENARD	38.5	VERONICO CARDENA	37
JESUS MARTINEZ	38	JULIO MARTINEZ	36.5
RICARDO RUIZ	38	JULIAN ARMENTA	37.5
ANTONIO ARMENTA	37	OSCAR VAZQUEZ	37
OMAR PEDRO	38.5		
MIGUEL HERRERA	38		
ALFONSO ALVARADO	37		
LEMIEL JACKSON	38		
ANDRES ANDRADE	38		
VICTOR MARTINEZ	37		
TAYO LAMBERT	37		
SYBERT SLACK	38		
AUGUSTIN ESPINOZA	38		
ARNULFO GARCIA	38.5		
FRANCO RAJAS	37		
JESUS OJEDA GARCIA	37.5		

EXHIBIT 8

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Butler Amusements, Inc.
EMPLOYEE WEEKLY TIME CARDS RECAP
WEEK ENDING: 4/14/2013

EMPLOYEE:	TOTAL HOURS:	EMPLOYEE:	TOTAL HOURS:
GABRIELLE BELLO	37	MIGUEL LARA	11
REGGIE ROSS	37.5	EVARISTO PARRA	13
MARTHA VARGAS	37	ANSELMO PAZOS	11
FELIPE VILLEGAS	37	RAFAEL RAMOS	13
MARILU ZEPEDA	37	BALBINO RIVERA	11
OMAR LOPEZ	37.5	JOSE RODRIGUEZ	13
STEPHEN SMITH	36	GENARO SANCHEZ	11
IGANCAIO CARBALLO	37	RICARDO SANTOS	13
ROBERTO SANCHEZ	35.5	ARTURO SANTOS	11
EDILBERTO MARCOS	37.5	GUSTAVO SOLER	13
BENNY HILL	35.5	MARTIN TEJEDA	11
JOHN LOPEZ	37	MUCIO HERRERA	13
MIKE BROWN	37.5		
BOBBY MERTEN	37.5		
KENNETH SMITH	37.5		
KENNETH HURLEY	37		
JAMIE HERNANDEZ	37.5		
DREW BUDIMIR	37.5		
CONSTANTINE LOPEZ	37.5		
BILLY TRUAX	37		
TODD ALLBRIGHT	37.5		
EDUARDO MOTA	37.5		
JESUS GRAJALES	38		
ALDO ROANO	37		
RAUL SEVERO	28		
ANTONIO MENDEZ	37.5		
DEAN ABIMAEL	38		
CARLOS ARMENTA	36		
CANDIDO CASTELLANOS	12.5		
JORGE DELA CRUZ	11		
MAXIMILIANO ENRIQUEZ	13.5		
MARTIN GARCIA	11		
CORNELIO HERNANDEZ	12.5		
LUIS HERNANDEZ	11		
JUAN HERNANDEZ	13		
CARLOS GONZALEZ	11		
OSCAR JULIAN	13		

Butler Amusements, Inc.
EMPLOYEE WEEKLY TIME CARDS RECAP
WEEK ENDING: 4/14/2013

EMPLOYEE:	TOTAL HOURS:	EMPLOYEE:	TOTAL HOURS:
ROSALINO GONZALEZ	37		
ALBERTO BENEVIDES	38.5		
JULIO GASCA	37		
MARTIN CAELA	38		
BENJAMIN CASTRO	37		
MARCOS BANDALA	38.5		
GERMAN ALARCON	36		
DIONISIO DOROTEO	38		

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Butler Amusements, Inc.
EMPLOYEE WEEKLY TIME CARDS RECAP
WEEK ENDING: 4/22/2012

EMPLOYEE:	TOTAL HOURS:	EMPLOYEE:	TOTAL HOURS:
JAMES AARON	38	TAYO LAMBERT	34
ALEJANDRO ABURTO	36.5	MIKE HUGHES	39
GERMAN ALARCON	38	CONSTANTINO LOPEZ	33.5
ALONSO REYES	36	JOHN LOPEZ	39
ANDRES ANDRADE	38	OMAR LOPEZ	34
DANIEL ANDRADE	36.5	JESUS LOZANO	39
JOSE ARISTA	37	KEVIN LYNCH	34.5
JULIAN ARMENTA	36	DELFINO LEON	39
CARLOS ARMENTA	36.5	JULIO MARTINEZ	34.5
ANTONIO ARMENTA	36.5	JESUS MARTINEZ	33.5
MARCOS BANDALA	36.5	JOSE VENTURA	38
DANIEL BARRIOS	36	SARAH JONES	39
ALBURTO BENEVIDES	38.5	LLOYD LEVAS	34.5
MARTY BLOOD	36.5	JOSE MENDEZ	38.5
MIKE BROWN	38.5	ANTONIO MENDEZ	35
TOM BURSEE	36	DAVID MENDEZ	38.5
IGNACIO CARBALLO	38.5	JAMIE MENDOZA	34.5
PANFILIO CASTENEDA	36.5	ALFONSO MENDOZA	39
DANIEL CASTRO	38.5	ROBERT MERTEN	34.5
SCOTT CERVARICH	36	MANOLO MUNOZ	39
EUGENA DAVIS	38.5	EDUARDO MOTA	34.5
JORGE DE LA CRUZ	36.5	ABEL NICHOLS	38.5
NATALIO DEL ANGEL	39	JOSE PAREDES	34.5
DARIO JARQUIN	36	OMAR PEDRO	39
DIONISIO DOROTEO	38	JOSE IVAN ORTEGA	35
AGUSTINE ESPINOZA	36.5		
SAUL ESTUDILLO	39		
EDGAR ESPINOZA	35		
JOHNNIE FLORES	39		
JAVIER HERNANDEZ	36		
JAIME HERNANDEZ	38		
UBALDO HERNANDEZ	35		
SALOMON HERRERA	39		
BENNY HILL	36		
MANUEL HERRERA	39		
ROGER HERNANDEZ	35		
HUGO HERNANDEZ	39		

* D.O.L Has Copies of These as well as Copy of Actual Time Cards. for This pay period.

Butler Amusements, Inc.
EMPLOYEE WEEKLY TIME CARDS RECAP
WEEK ENDING: 4/22/2012

EMPLOYEE:	TOTAL HOURS:	EMPLOYEE:	TOTAL HOURS:
JAVIER GAMERO	36	MOISES SANCHEZ	34.5
GUSTAVO GAMERO	37	ELPIDIO SEDANO	37
MIGUEL GARCIA	36	EDUARDO SEPULVEDA	34
ARNULFO GARCIA	36.5	SYBERT SLACK	37
JULIO GASCA	36	STEPHEN SMITH	34.5
MARCIAL GONZALEZ	37	LUIS TEJEDA	37
ROSALINO GONZALES	35	MARTHA VARGAS	35
LUIS GRACIA	36 5	JAIME VAZQUEZ	37
TROY GRAVES	34.5	OSCAR VAZQUEZ	35
MARIO GUERRERO	37	JOSE VENTURA	36
MIGUEL GUEVARA	34.5	RAUL VILLA	34
JOSE GUTIERREZ	36.5	ERNESTO VIDAL	37
SERGIO GUZMAN	36.5	FELIPE VILLEGAS	35
RUTILIO GUZMAN	37	MARILU ZEPEDA	36.5
ANGELA HALLOWAY	36.5		
DAVID HERNANDEZ	36.5		
RAMIRO PEREZ	36.5		
ANGEL PEREZ	37		
MICHAEL PETTY	36.5		
MIKE PITTS	36.5		
JOSE PLATA	36.5		
FERNANDO PREZA	37		
JUAN PUAC	37		
TONY RENARD	36.5		
FELIPE RENDON	36		
ABIMAEL REYES	37		
CARLOS RIVERA	37		
ALDO ROANO	35.5		
GUADALUPE RODRIGUEZ	37		
GONZALO RODRIGUEZ	36.5		
JOSE RODRIGUEZ	36		
HUGO RONQUILLO	35.5		
REGGIE ROSS	37		
JUAN RUIZ	36.5		
MARIO SALAZAR	37		
ROBERTO SANCHEZ	35.5		
JOSE C SANCHEZ	37		

* D.O.L. HAS Copies of These As well as Copies of Actual Time Cards for This Pay Period.

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Butler Amusements, Inc.
EMPLOYEE WEEKLY TIME CARDS RECAP
WEEK ENDING: 4/28/2013

EMPLOYEE: LAST	FIRST	WEEKLY HOURS
AARON	JAMES	37
ALARCON	GERMAN	36
ALEXANDER	FELICIA	37
ALVARADO	ALFONSO	35.5
AMARAL	DEAN	37
ANDRADE	ANDRES	36
APOLINAR	ARMONDO	36
APOLINAR	JOSE	35.5
ARMENTA	ANTONIO	35.5
ARMENTA	CARLOS	36
ARMENTA	JULIAN	35.5
BANDALA	MARCOS	35.5
BARRIOS	DANIEL	35.5
BELLO	JUAN	36
BELLO	GABRIELLE	35.5
BENETIZ	ANA	35.5
BENEVIDEZ	ALBERTO	35.5
BORJA	LUIS	36
CAELA	MARTIN	35.5
CARBALLO	IGNACIO	35.5
CASTELLANOS	CANDIDO	35.5
CASTRO	DANIEL	36
CASTRO	BENJAMIN	36
CERVANTES	EDUARDO	35.5
CERVARICH	SCOTT	36
CONTRERAS	JOSE	36
DELA CRUZ	JORGE	36
DOROTEO	DIONISIO	34.5
ENRIQUEZ	MAXIMILIANO	35
ESPINOZA	AGUSTINE	35.5
FLORES	JOHNNIE	35.5
GARCIA	JESUS OJEDA	34.5
GARCIA	ARNULFO	35
GARCIA	MARTIN	35.5
GASCA	JULIO	35
GONZALEZ	CARLOS	34.5
GONZALEZ	ROSALINO	35
GRACIA	LUIS	33.5
GRAJALES	JESUS	35
GUEVARA	ALFONSO	33
GUTIERREZ	JOSE	35
GUZMAN	RUTILIO	33.5
HERNANDEZ	CORNELIO	36
HERNANDEZ	LUIS	34
HERNANDEZ	JAIME	36
HERNANDEZ	JUAN	34
HERNANDEZ	BERNARDO	35
HERNANDEZ	JOSE LUIS	33
HERRERA	MIGUEL	33
HERRERA	MUCIO	34
HILL	BENNY	35.5
HUERTA	RICARDO	34.5
JACKSON	LEMITIA	35.5
JARQUIN	DARIO	34
JULIAN	OSCAR	36
KAREM	RASHAD	34
LARA	MIGUEL	36
LOPEZ	ANGEL	34
LOPEZ	CONSTANTINE	35.5
LOPEZ	OMAR	34
LOPEZ	JOHN	36
LOPEZ	JAIR	34.5
MARQUEZ	AURELIO	35.5
MARTINEZ	JESUS	34
MARTINEZ	JULIO	37
VICTOR	MARTINEZ	34.5
MENDEZ	JOSE	36.5
MENDEZ	ANTONIO	34
MENDOZA	ALFONSO	37
MERTEN	ROBERT	34.5
MOSHER	TINA	35.5
MOTA	EDUARDO	34
MUNOZ	MANOLO	36.5
OBRENTZ	MARLA	34.5
PAZOS	ANSELMO	36.5
PEDRO	OMAR	34.5
PENA	JOSE LUIS	36
PERDOMO	LOURDES	34
PERDOMO	NAYLEY	36.5
RAMOS	RAFAEL	34.5
RENARD	TONY	36
RENDON	FELIPE	34
RIVERA	CARLOS	34
RIVERA	BALBINA	34.5
ROA	MARIANO	37
ALDO	ROANO	34.5
RODRIGUEZ	GUADALUPE	36.5
ROSS	REGGIE	35.5
RUIZ	JUAN	37
RUIZ	RICARDO	36
RUMER	JOHN	37.5
RUYLE	ASHLEY	36
SAGAR	GUNNAR	37
SANCHEZ	JOSE CIRO	36
SANCHEZ	UBALDO	37.5
SANCHEZ	ROBERTO	36.5
SANTOS	ELDILBERTO	36.5
SANTOS	RICARDO	36.5
SANTOS	ARTURO	37
SEDANO	ELPIDIO	37.5
SEPULVEDA	ANGEL	37
SEVERO	RAUL	38
SMITH	KENNETH	37
SOLER	GUSTAVO	38.5
TEJEDA	LUIS	37
TEJEDA	MARTIN	38.5
TRUAX	BILLY	36.5
VARGAS	MARTHA	38.5
VAZQUEZ	JAIME	37
VAZQUEZ	OSCAR	38.5
VIDAL	ERNESTO	37
VILLEGAS	FELIPE	38
ZEPEDA	MARILU	37
BROWN	MIKE	38
PAREDES	JUAN	SEE LOG
ANDRADE	DANIEL	SEE LOG
SAUL	SAUL	SEE LOG
GAMERO	GUSTAVO	SEE LOG
GAMERO	JAVIER	SEE LOG
GUZMAN	SERGIO	SEE LOG
JOHNSON	JAMES	SEE LOG
MALLDIN	WILLIAM	SEE LOG
DAY	TIM	SEE LOG
ORTEGA	JOSE	SEE LOG
PIERCE	RON	SEE LOG
PREZA	FERNANDO	SEE LOG
QUINT	RON	SEE LOG
TREJA	FERNANDO	SEE LOG
VENTURA	JOSE	SEE LOG

Holtville

2/7-10/2013

HOLTVILLE	
FEB. 7-10, 2013	
LAST NAME	FIRST NAME
ANDRADE	DANIEL
BARAJAS	FRANK
BARRIOS	DANIEL
BOGHOSSIAN	SABRINA
BOOTH	MARK
BROWN	RONNIE
BROWN	LONNIE
CALDERON	GERMAN
COON	RON
CORLISS	GERALD
CRUZ	ESTEBAN DE
DAILEY	RONALD
DIXON	TONY
ESTUDILLO	SAUL
FARNUM	KAYELEE
FARNUM	PAUL
GAMERO	GUSTAVO
GAMERO	JAVIER
GEORGE	JOHN
GREEN	GREGORY
GUILLEN	JOSEPH
HERNANDEZ	GREGORIO
HERRERA	CARLOS
HERRERA	JOAN
HUCKABA	TIM
JOHNSON	JIMMY
LAJOICES	RICKY
LAMBERT	TAYO
LONG	BRIAN
LOWER	DANNY
LYNCH	KEVIN
MARTINEZ	VICENTE
MENDOZA	FRANCISCO
MOBLEY	FRANK
MOSHER	TINA
MOTA	EDUARDO
NGUYEN	VU
OLIVA	FLORENCIO
PARADES	JUAN
PERDOMO	CARLOS
PIERCE	RON
PREZA	FERNANDO
SALAS	FERNANDO
SALAZAR	JOSE
SEDANO	RAUL
SILVA	ELIX
SMITH	STEPHEN
VENTURA	JOSE
VILLA	KRISTINE
YATES	STANLEY
TOTAL	

Butler's Exh. 64, p. 00932 1092

Indio

2/11 - 2/17/2013

INDIO KL WK 1				
FEB. 11-17, 2013				
LAST NAME	FIRST NAME	DOB	SSN	G
AARON	JAMES			
ALEMAN	RUDY			
BOGHOSSIAN	SABRINA			
BOOTH	MARK			
BROWN	RONNIE			
BROWN	LONNIE			
CALDERON	GERMAN			
CAMPOS	MARIO			
CASTRO	JOSE			
COON	RON			
CORLISS	GERALD			
CRUZ	ESTEBAN DE LA			
DIXON	TONY			
ELDRIDGE	CALEPH			
ESPINOZA	MARTHA			
FARLEY	BOB			
FARNUM	KAYELEE			
FARNUM	PAUL			
GEORGE	JOHN			
GONZALEZ	GUILLERMINA			
GONZALEZ	MARIANO			
GRACIA	LUIS			
GREEN	GREGORY			
GUEVARA	ALFONSO			
GUILLEN	JOSEPH			
GUTIERREZ	PETER			
GUTIERREZ	RICHARD			
HERNANDEZ	GREGORIO			
HERNANDEZ	JOSE			
HUCKABA	TIM			
JACKSON	LEMITIA			
LONG	BRIAN			
LOPEZ	CONSTANTINO			
LOPEZ	FRANCISCO			
LOWER	DANNY			
MARTINEZ	SERGIO			
MARTINEZ	VICENTE			
MENDOZA	FRANCISCO			
MIRANDA	ATENODORO			
MOBLEY	FRANK			
MURRIETA	ARMANDO			
NGUYEN	VU			
OLIVA	FLORENCIO			
PARADES	JOSE			
PENA	CRECENCIANO			
PENA	JOSE LUIS			
PEREZ	ALEJANDRO			
PEREZ	EDGAR			
PEREZ	VENTURA			
PONCE	EVELIA			
PORTILLA	IRVING			
QUIJANO	BONIFACIO			
QUIJANO	LAZARO			
RAMOS	FELIX			
ROANO	ALDO			
SALAZAR	JOSE			
SANCHEZ	RAMIRO			
SANTIAGO	VALENTIN			
SEDANO	ELPIDIO			
SILVA	ELIX			
SLACK	SYBERT			
SOOTER	JERRY			
VIDAL	ERNESTO			
VILLA	KRISTINE			
YATES	STANLEY			
TOTAL				

EB 11-17TH, 2013

NAME
ALBERTO BENEVIDES
ALFONSO ALVARADO
ALFONSO MENDOZA
NCIO GONZALEZ
.DRES ANDRADE
NGEL EDUARDO SEPULVEDA
ANGEL LOPEZ
ANTONIO ARMENTA
ANTONIO GARCIA
ANTONIO MENDEZ
ARACELI TORRES
ARELIO MARQUEZ
ARMONDO APOLINAR
ARNULFO GARCIA
ARTHUR SANCHEZ
ARTIE SUAREZ
AUGUSTINE ESPINOZA
BENJAMIN CASTRO
BENNY HILL
BILLY TRUAX
BOBBY MERTEN
CARLOS ARMENTA
CARLOS HERRERA
CARLOS PERDOMO
CARLOS RIVERA
CLEMENTE PENA
CONSUELO MEJIA
DANIEL BARRIOS
DANIEL CASTRO
DANIEL CERVANTES
VID HERNANDEZ
AVID MENDEZ
DIONISIO DOROTEO
DREW BUDIMIR
EDGAR RIVERA
EDILBERTO GONZALEZ
EDILBERTO SANTOS
EDUARDO CERVANTES
EDUARDO MOTA
ENODINO JUAREZ
ENRIQUE CAMPOS
FELIPE RENDON
FELIPE VILLEGAS
FERNANDO PREZA
FERNANDO SALAS
FERNANDO TREJA
FRANK BARAJAS
GABRIELLE BELLO
GERMAN ALARCON
GUADALUPE RODRIGUEZ
GUSTAVO GAMERO
HUGO RONQUILLO
IGNACIO CARBALLO
INOCENCIO ZEPEDA
ISIDRO SALAZAR
ISMAEL MONTALVO
JAIME HERNANDEZ
JAIME MENDOZA
MES JOHNSON
VIER GAMERO
JAVIER LOZA
JAVIER SALVADORE
JERONIMO GUZMAN
JESUS GRAJALES
JESUS MARTINEZ
JESUS OJEDA

2/17/13

Butler's Exh. Butler 00934 1094

JOAN HERRERA
JOHN HENRY BALLARD
JOHN PRIMERO
JOHNNIE FLORES
JORDAN LOPEZ
JOSE CARMONA
JOSE CIRO SANCHEZ
JOSE GUTIERREZ
JOSE IVAN
JOSE IVAN
JOSE MENDEZ
JUAN PUAC
JUAN RUIZ
JULIAN ARMENTA
JULIO GASCA
JULIO MARTINEZ
KEVIN LYNCH
KURT VOMBERG
LANCE MOYER
LUIS BORAJA
LUIS TEJEDA
MANOLO MUNOZ
MANUEL MARTINEZ
MARIANO GONZALEZ
MARIANO ROA
MARICRUZ ROCHA
MARTHA VARGAS
MARTIN CAELA
MATEO CARDENA
MICHELLE AGUILAR
MIGUEL HERRERA
MIKE BROWN
MIKE PITTS
NAME
OMAR ARELLANO
OMAR LOPEZ
OMAR PEDRO
PEDRO LOZANO
PRIMITIVO SALVADORE
RAUL BAEZ
RAUL SEDANO
RAUL SEVERO
RAUL VILLA
REGGIE ROSS
RICARDO HUERTA
RICARDO RUIZ
ROBERTO PENA
ROBERTO SANCHEZ
ROGELIO PEREZ
ROGER HERNANDEZ
RON PIERCE
ROSALINO GONZALES
RUTILIO GUZMAN
SAUL ESTUDILLO
SCOTT CERVARICH
SERGIO GUZMAN
STEPHANIE MARTINEZ
STEPHEN SMITH
STEVE BINNEBOSE
TAYO LAMBERT
THOMAS HENSON
TINA MOSHER
TONY RENARD
VICTOR MARTINEZ
WADE VARELA
WENDELL MINGS
ZOCIMO APONTE

Indio
2/18-24/2013

INDIO KL WK 2			
FEB. 18-24, 2013			
LAST NAME	FIRST NAME	DOB	SSN
AARON	JAMES		
ALEMAN	RUDY		
BOGHOSSIAN	SABRINA		
BROWN	RONNIE		
BROWN	LONNIE		
CALDERON	GERMAN		
CAMPOS	MARIO		
CASTRO	JOSE		
COON	RON		
CORLISS	GERALD		
CRUZ	ESTEBAN DE LA		
DIXON	TONY		
ELDRIDGE	CALEPH		
FARLEY	BOB		
FARNUM	KAYELEE		
FARNUM	PAUL		
GEORGE	JOHN		
GONZALEZ	GUILLERMINA		
GONZALEZ	MARIANO		
GRACIA	LUIS		
GREEN	GREGORY		
GUEVARA	ALFONSO		
GUILLEN	JOSEPH		
GUTIERREZ	PETER		
GUTIERREZ	RICHARD		
HERNANDEZ	GREGORIO		
HERNANDEZ	JOSE		
HUCKABA	TIM		
JACKSON	LEMITIA		
LONG	BRIAN		
LOPEZ	CONSTANTINO		
LOWER	DANNY		
MACKESSE	SHAWN		
MARTINEZ	SERGIO		
MARTINEZ	VICENTE		
MENDOZA	FRANCISCO		
MIRANDA	ATENODORO		
MOBLEY	FRANK		
MURRIETA	ARMANDO		
NGUYEN	VU		
OLIVA	FLORENCIO		
PARADES	JOSE		
PENA	CRECENCIANO		
PENA	JOSE LUIS		
PEREZ	ALEJANDRO		
PEREZ	EDGAR		
PONCE	EVELIA		
PORTILLA	IRVING		
QUIJANO	BONIFACIO		
QUIJANO	LAZARO		
RAMOS	FELIX		
ROANO	ALDO		
SALAZAR	JOSE		
SANCHEZ	RAMIRO		
SANTIAGO	VALENTINO		
SEDANO	ELPIDIO		
SILVA	ELIX		
SLACK	SYBERT		
SOOTER	JERRY		
STRYKER	JAMES		
SUTTON	CURTIS		
VIDAL	ERNESTO		
VILLA	KRISTINE		
YATES	STANLEY		
TOTAL			

:L MIRAGE
'EB. 28-MARCH 3, 2013

NAME
Alberto Benevides
Aldo Roano
Alfonso Alvarado
Alfonso Guevara
Angel Lopez
ANTONIO MENDEZ
Armando Murrieta
Augustine Espinosa
Benjamin Castro
BOBBY J
Carlos Armenta
Constantine Lopez
Dionisio Doroteo
Eduardo Cervantes
Eduardo Sepulveda
Elpidio Sedano
Felipe Rendon
Florencio Oliva
GUSTAVO GAMERO
Hugo Ronquillo
James Aaron
Jamie Mendoza
JAVIER GAMERO
Jerry Sooter
Jesus Ojeda
Johnny Flores
Jose Ciro Sanchez
Jose Contreras
Jose Guitterez
Jose Mendez
JOSE ORTEGA
Jose Paredes
JOSE VENTURA
Juan Puac
Juan Ruiz
Julian Armenta
Julio Gasca
Julio Martinez

3/3/13

Butler's Exh. Butler 00637 1097

Liticia Jackson
Luis Pena
Luis Tejada
Manolo Munoz
Miguel Angel Herrera
OMAR LOPEZ
Omar Pedro
Reggie Ross
Roberto Pena
Rogelio Perez
RON QUINT
Rosalino Gonzales
Rutillio Guzman
Scott Cervarich
Tayo Lambert
Tina Mosher
Ubaldo Sanchez

Butler's Exh. Butler 00988 1098

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EK ENDING 3/10/2013

AST NAME	FIRST NAME
AARON	JAMES
ALARCON	GERMAN
ALBRIGHT	TODD
ALVARADO	ALFONSO
ANDRADE	DANIEL
ANDRADE	ANDRES
ARMENTA	CARLOS
ARMENTA	JULIAN
ARMENTA	ANTONIO
BANDALA	MARCOS
BARAJAS	FRANK
BARRIOS	DANIEL
BELLO	GABRIELLE
BENEVIDEZ	ALBERTO
BORJAS	LUIS
BROWN	MIKE450
BUDIMIR	DREW
BYRD	SHANE
CARBALLO	IGNACIO
CARDENA	VERONICO
CAELA	MARTIN
CASTRO	BENJAMIN
CASTRO	DANIEL
CERVANTES	EDUARDO
CERVARICH	SCOTT
CONTRERAS	JOSE
DOROTEO	DIONISIO
ESPINOZA	AGUSTINE
ESTUDILLO	SAUL
FLORES	JOHNNIE
FLORES	EFRAIN
GAMERO	GUSTAVO
GAMERO	JAVIER
GARCIA	JESUS OJEDA
GARCIA	ARNULFO
GASCA	JULIO
GONZALEZ	ROSALINO
GRACIA	LUIS
GRAJALES	JESUS
GUEVARA	ALFONSO
GUTIERREZ	JOSE
GUZMAN	RUTILIO
GUZMAN	SERGIO
HERNANDEZ	JAIME
HERNANDEZ	ROGER
HERNANDEZ	JAVIER
HERRERA	MIGUEL
HILL	BENNY
HUERTA	RICARDO
JACKSON	LIMITIA
JOHNSON	JAMES
LAMBERT	TAYO
LOPEZ	OMAR
LOPEZ	ANGEL
LOPEZ	JOHN
LOPEZ	CONSTANTINE
MARQUEZ	AURELIO
MARTINEZ	JULIO
MARTINEZ	VICTOR

"BUTCH'S" UNIT
PAYROLL

3/10/2013

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BUTLER AMUSEMENTS
"BUTCH'S" UNIT
PAYROLL

MARTINEZ	JESUS
McCOREY	APPOLLOS
MENDEZ	JOSE
MENDEZ	ANTONIO
MENDEZ	DAVID
MENDOZA	JAIME
MENDOZA	ALFONSO
MERTEN II	ROBERT
MINGS	WENDELL
MOSHER	TINA
MOTA	CARLOS
MOTA	EDUARDO
MUNOZ	MANOLO
MURRIETTA	ARMANDO
OBRENTZ	MARLA
OLENSKE	TIM
OLIVA	FLORENCIO
ORTEGA	JOSE
PAREDES	JOSE
PEDRO	OMAR
PENA	LUIS
PENA	ROBERTO
PEREZ	ROGELIO
PIERCE	RON
PITTS	MICHAEL
PREZA	FERNANDO
PUAC	JUAN
QUINT	RON
RENARD	TONY
RENDON	FELIPE500
RIVAS	JORGE
RIVERA	CARLOS
ROA	MARIANO
ROANO	ALDO
RODRIGUEZ	GUADALUPE
RONQUILLO	HUGO
ROSS	REGGIE
RUIZ	JUAN
RUIZ	RICARDO
RUYLE	ASHLEY
SAGER	GUNNAR
SANCHEZ	JOSE CIRO
SANCHEZ	UBALDO
SANCHEZ	ROBERTO
SANTIAGO	VALENTINO
SANTOS	EDILBERTO
SEDANO	ELPIDIO
SEPULVEDA	ANGEL
SEVERO	RAUL
SLACK	SYBERT
SMITH	STEPHEN
STILLWELL	MATT
TEJEDA	LUIS
TREJA	MOISES
THOMAS	JAMES
TRUAX	BILLY
TUTTLE	GENA
VARGAS	MARTHA
VAZQUEZ	JAIME
VAZQUEZ	OSCAR
VENTURA	JOSE
VIDAL	ERNESTO
VILLEGAS	FELIPE
ZEPEDA	MARILU

Butler's Exh. 86, per 01/04/10 1102

)PERSTITION 13
AR 18-24 WEEK 2

NAME
ALBERTO BENAVIDAS
ALEX APADACA
ALFONSO ALVARADO
ALFONSO MENDOSA
ANGEL LOPEZ
ANGEL SEPULVEDA
ANTONIO CONTRERAS
APOLLOS MC COREY
ARMONDO MURRIETA
ASHLEY RUYLE
AUGUSTINE ESPINOSA
AURELIO MARQUEZ
BENJAMIN CASTRO
BENNY HILL
CARLOS MOTA
CATHY GARY
DANIAL CASTRO
DANIEL BARRIOS
DREW BUDIMIR
EDILBERTO SANTOS
ERNESTO VIDAL
FLORENCIO OLIVA
GABRIEL BELLO
GERMAN ALARCON
GUADALUPE RODRIGUEZ
GUNNAR SAGER
JAVIER HERNANDEZ
OHNATHAN FLORES ROMANO
JOHNNIE FLORES
JORJE RIVAS
JOSE GUITERREZ
JULIO GASCA
LUIS BORJAS
LUIS GRACIA
LUIS TEJEDA
MARCOS BANDALA
MARIANO ROA
MARLA OBRENTZ
MARTIN CAELA
MIGUEL HERRERA
OMAR PEDRO
OSCAR VASQUEZ
ROGER HERNANDEZ
ROSALINO GONZALEZ
STEPHEN SMITH
TAYO LAMBERT
THOMAS HENSON
TINA MOSHER
VERONICA GARCIA
VICTOR MARTINEZ

3/24/13

DESERT SKY MALL

WEEK 2

NAME
ALDO ROANO
ALFONSO GUEVARA
ANDRES ANDRADE
ANTONIO ARMENTA
ANTONIO MENDEZ
ARNULFO GARCIA
BILLY TRUAX
CARLOS ARMENTA
CARLOS RIVERA
CONSTANTINO LOPEZ
DAVID MENDEZ
DIONISIO DOROTEO
EDUARDO CERVANTES
EDUARDO MOTA
ELPIDIO SEDANO
FELIPE RENDON
FELIPE VILLEGAS
FRANCISCO BARAJAS
HUGO RONQUILLO
IGNACIO CARBALLO
JAIME HERNANDEZ
JAIME VAZQUEZ
JAMES AARON
JAMIE MENDOZA
JERRY SOOTER
JESUS GRAJALES
JESUS MARTINEZ
JESUS OJEDA
JOSE C SANCHEZ
JOSE LUIS PENA
JOSE MENDEZ
JOSE PAREDES
JUAN PUAC
JUAN RUIZ
JULIAN ARMENTA
JULIO MARTINEZ
LEMITIA JACKSON
MANUEL MUNOZ

MARILU ZEPEDA
MARTHA VARGAS
MIKE BROWN
MIKE PITTS
OMAR LOPEZ
RAUL SEVERO
REGGIE ROSS
RICARDO HUERTA
RICARDO RUIZ
ROBERTO PENA
ROBERTO SANCHEZ
ROGELIO PEREZ
RUTILIO GUZMAN
SCOTTY CERVARICH
TONY RENARD
UBALDO SANCHEZ
VALENTINO SANTIAGO
WENDELL MINGS

Butler's Exh. Butler 01063 1103

BUTLER AMUSEMENTS

"BUTCH'S" UNIT

PAYROLL

YUMA 2013

ARLY WEEK

WEEK ENDING 3/31/2013

LAST NAME	FIRST NAME
ALARCON	GERMAN
ALVARADO	ALFONSO
ANDRADE	ANDRES
ARMENTA	ANTONIO
BANDALA	MARCOS
BENEVIDES	ALBERTO
BROWN	MIKE450
CAELA	MARTIN
CASTRO	BENJAMIN
DOROTEO	DIONISIO
GARCIA	ARNULFO
GASCA	JULIO
GONZALEZ	ROSALINO
GRAJALES	JESUS
HERNANDEZ	ROGER
HERNANDEZ	JAVIER
MARTINEZ	JESUS
MINGS	WENDELL
PITTS	MICHAEL
PUAC	JUAN
RENARD	TONY
RENDON	FELIPE500
RIVERA	CARLOS
ROANO	ALDO
RUIZ	RICARDO350
TRUAX	BILLY

3/31/13

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ANTA BARBARA
PRIL 24TH-28TH, 2013

NAME
ALBERTO BENEVIDES
ALDO ROANO
ALFONSO ALVARADO
ANDRES ANDRADE
ANGEL SEPULVEDA
ANTONIO ARMENTA
ARNULFO GARCIA
AUGUSTIN ESPINOZA
BENJAMIN CASTRO
CARLOS ARMENTA
CARLOS MOTA
CARLOS RIVERA
CONSTANTINO LOPEZ
DANIEL BARRIOS
DIONISIO DOROTEO
EDUARDO CERVANTES
ELPIDIO SEDANO
ERNESTO VIDAL
HUGO RONQUILLO
JERRY SOOTER
JESUS MARTINEZ
JESUS OJEDA GARCIA
JOSE C. SANCHEZ
JOSE MENDEZ
JOSE PAREDES
JULIAN ARMENTA
JULIO GASCA
JULIO MARTINEZ
MANOLO MUNOZ
MARIANO ROA
MIGUEL HERRERA
OMAR PEDRO
RICARDO RUIZ
ROSALINO GONZALEZ
SCOTT CERVARICH
SYBERT SLACK
TAYO LAMBERT
TONY RENARD
UBALDO SANCHEZ
VALENTINO

4/28/13

Butler's Exh. Butler 01645 1105

ARSTOW
MAY 2 THRU MAY 5

NAME
ALBERTO BENEVIDAS
ALDO HERNANDEZ
ALFONSO GUEVARA
ANGEL LOPEZ
ANGEL SEPULVEDA
ANSELMO PAZOS
AUGUSTIN ESPINOZA
BENNY HILL
BOBBY J MERTEN
CANDIDO CUELLAR
CORNELIO HERNANDEZ
DANIAL BARRIOS
DEAN AMARAL
FELICIA ALEXANDER
FELIPE RENDON
GUADALUPE RODRIGUEZ
IGNACIO CARBALLO
JAMES AARON
JERRY SOOTER
JOHN RUMER
JOHNNY FLORES
JORGE LUIS TEJEDA
JOSE CONTRERAS
JOSE GUTIERREZ
JUAN BELLO
JUAN HERNANDEZ
LUIS HERNANDEZ
MANOLO MUNOZ
MARCOS GUERRERO
MARIANO ROA
MARTIN GARCIA
MUCIO HERRERA
OSCAR JULIAN
RUTILLO GUZMAN
STEVEN SMITH
UBALDO SANCHEZ
VICTOR MARTINEZ

5/5/13

Butler's Exh. Butler 01646 1106

AS VEGAS
SPRING 2013

NAME
AGUSTIN ESPINOZA
ALEJANDRO PEREZ
ALFONSO MENDOZA
ANDRES ANDRADE
ANGEL LOPEZ
ANSELMO PAZOS
ANTONIO ARMENTA
ANTONIO CONTRERAS
ARNULFO GARCIA
AURELIO MARQUEZ
BALBINA RIVERA
BILLY TRUAX
BOBBY J
BRIAN GILBERT
CANDIDO CASTELLANOS
CARLOS CARDENA
CARLOS RIVERA
CONSTANTINO LOPEZ
CORNELIO HERNANDEZ
DANIEL BERRIOS
DEAN AMARAL
DELFINO REYES
DREW BUDIMIR
EDILBERTO GONZALEZ
EDILBERTO SANTOS
EDUARDO CERVANTES
ERNESTO VIDAL
ESTABAN DELA CRUZ
ESTEBAN TEJEDA
FELIPE RENDON
FELIPE VILLEGAS
FRANCISCO MENDOZA
GASPAR HERNANDEZ
GERMAN ALARCON
GUADALUPE RODRIGUEZ
GUSTAVO SOLER
IGNACIO CARBALLO
ISIDRO SALAZAR
JAIME HERNANDEZ

Cinco de mayo

JASON SERVICE
JESUS GRAJALES
JESUS LAZAON
JESUS MARTINEZ
JESUS OJEDA GARCIA
JORGE AGUILAR
JORGE PARRA
JORGE RIVAS
JOSE C. SANCHEZ
JOSE CONTRERAS
JOSE GUTIERREZ
JOSE LUIS PENA
JOSE LUIS?
JUAN PUAC
JUAN RUIZ
LEMITIA JACKSON
LUIS BORJA
LUIS HERNANDEZ
LUIS TEJEDA
MARCOS BANDALA
MARIANO ROA
MARILU ZEPEDA
MARTHA VARGAS
MARTIN GARCIA
MARTIN TEJEDA
MIGUEL PARRA
MIKE BROWN
MUCIO HERRERA
OSCAR VAZQUEZ
PABLO PORTILLA
RAMIRO PEREZ
RAMIRO SANCHEZ
REGGIE ROSS
RICARDO RUIZ
RICARDO SANTOS
RUTILUI GUZMAN
SANTIAGO DE LA CRUZ
SCOTT CERVARICH
STEVEN SMITH
TINA MOSHER
TONY RENARD
VALENTINO SANTIAGO
VERONICO CARDENA

Butler's Exh. Butler 01684 1108

ORTERVILLE
EEK ENDING 5/19/13

5/19/13

NAME
ALDO ROANO
ALFONSO ALVARADO
ANGEL LOPEZ
ANSELMO PAZOS
ANTONIO ARMENTA
ANTONIO MENDEZ
ARTURO SANTOS
ASHLEY RUYLE
BALBINA RIVERA
BENNY HILL
BOBBY MERTEN
CONSTANTINO LOPEZ
DIONISIO DOROTEO
DREW BUDIMIR
EDILBERTO SANTOS
EDUARDO CERVANTES
EDUARDO MOTA
ELPIDIO SEDANO
ERNESTO VIDAL
EVARISTO PARRA
FELIPE RENDON
FELIPE VILLEGAS
GABRIELLE BELLO
GENERO SANCHEZ
GERMAN ALARCON
GUADALUPE RODRIGUEZ
IGNACIO CARBALLO
IGNACIO CARBALLO
JAIME HERNANDEZ
JERRY SOOTER
JESUS MARTINEZ
JESUS OJEDA GARCIA
JOHNNIE FLORES
JORGE DELA CRUZ
JORGE RIVAS
JOSE C SANCHEZ
JOSE GUTIERREZ
JOSE MENDEZ
JOSE PAREDES
JUAN HERNANDEZ
JUAN PUAC BELLO
JUAN RUIZ
JULIO GASCA
KURT VOMBERG
LUIS HERNANDEZ
LUIS PENA
MANOLO MUNOZ
MARCOS BANDALA
MARILUU ZEPEDA
MARLA OBRENTZ
MARTHA VARGAS
MARTIN TEJEDA
MIGUEL HERRERA
MIGUEL LARA
OMAR LOPEZ
OMAR PEDRO
OSCAR JULIAN
OSCAR VAZQUEZ
RAFAEL RAMOS
RAUL SEVERO
REGGIE ROSS
RICARDO HUERTA
RICARDO RUIZ
RICARDO SANTOS
ROBERTO SANCHEZ
RUTILIO GUZMAN
SCOTT CERVARICH
SYBERT SLACK
TONY RENARD
VALENTINO SANTIAGO
VERONICO CARDENA

Butler's Exh. B61 pr 01049 1109

GARDEN GROVE
WEEK ENDING 5/27/13

NAME

ALBERTO BENEVIDES
ALDO ROANO
ALFONSO ALVARADO
ANGEL SEPULVEDA
ANSELMO PAZOS
ANTONIO ARMENTA
ANTONIO MENDEZ
ARTURO SANTOS
ASHLEY RUYLE
AUGUSTIN ESPINOZA
BALBINA RIVERA
BENJAMIN CASTRO
BENNY HILL
BOBBY MERTEN
CARLOS ARMENTA
CARLOS MOTA
CONSTANTINO LOPEZ
DANIEL BARRIOS
DREW BUDIMIR
EDILBERTO SANTOS
EDUARDO CERVANTES
ELPIDIO SEDANO
ERNESTO VIDAL
FELIPE RENDON
FELIPE VILLEGAS
GABRIELLE BELLO
GENERO SANCHEZ
GERMAN ALARCON
IGNACIO CARBALLO
IGNACIO CARBALLO
JAIME HERNANDEZ
JERRY SOOTER
JESUS MARTINEZ
JESUS OJEDA GARCIA
JOHNNIE FLORES
JORGE DELA CRUZ
JORGE RIVAS
JOSE C SANCHEZ

5/27/13

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JOSE PAREDES
JUAN PUAC BELLO
JUAN RUIZ
JULIAN ARMENTA
JULIO GASCA
JULIO MARTINEZ
KURT VOMBERG
LIMITIA JACKSON
LUIS HERNANDEZ
LUIS PENA
MARCOS BANDALA
MARIANO ROA
MARILUU ZEPEDA
MARLA OBRENTZ
MARTHA VARGAS
MARTIN TEJEDA
MIGUEL HERRERA
MIGUEL LARA
OMAR LOPEZ
OMAR PEDRO
OSCAR JULIAN
OSCAR VAZQUEZ
REGGIE ROSS
RICARDO HUERTA
RICARDO RUIZ
RICARDO SANTOS
ROSALINO GONZALEZ
RUTILIO GUZMAN
SCOTT CERVARICH
SYBERT SLACK
TONY RENARD
VALENTINO SANTIAGO
VERONICO CARDENA

Butler's Exh. Butler 01651

AN DIEGO
EEK ENDING 6/2/13

NAME
ALDO ROANO
DRES ANDRADE
ANGEL LOPEZ
ANSELMO PAZOS
ANTONIO ARMENTA
ARNULFO GUEVARA
ASHLEY RUYLE
AUGUSTIN ESPINOZA
BALBINA RIVERA
BENJAMIN CASTRO
BENNYHILL
BILLY TRUAX
BOBBY MERTEN
CANDIDO CASTELLANOS
CARLOS ARMENTA
CONSTANTINO POLEZ
CORNELIO HERNANDEZ
DEAN AMARAL
DREW BUDIMIR
EDILBERTO SANTOS
EDUARDO CERVANTES
ELPIDIO SEDANO
ERNESTO VIDAL
ESTEBAN TEJEDA
FELIPE RENDON
FELIPE VILLEGAS
GERMAN ALARCON
GUNNAR SAGER
IGNACIO CARBALLO
IME HERNANDEZ
JAMES AARON
JERRY SOOTER
JESUS GRAJALES
JESUS MARTINEZ
JESUS OJEDA GARCIA
JOHN RUMER
JOHNNIE FLORES
JORGE PARRA
JORGE RIVAS
JOSE C SANCHEZ
JOSE GUITIERREZ
JOSE PAREDES
JUAN HERNANDEZ
JUAN PUAC BELLO
JUAN RUIZ
JULIAN ARMENTA
JULIO MARTINEZ
KURT VOMBERG
LUIS HERNANDEZ
LUIS PENA
MARCOS BANDALA
MARILU ZEPEDA
MARLA ORENTZ
MARTHA VARGAS
MIGUEL LARA
OMAR LOPEZ
REGGIE ROSS
RICARDO RUIZ
RICARDO SANTOS
RUTILIO GUZMAN
SCOTT CERVARICH
SYBERT SLACK
TONY RENARD
VALENTINO SANTIAGO
VERONICO CARDENA

6/2/13

EAUMONT
/6-09/2013

NAME
ALBERTO BENEVIDES
ALDO ROANO
ALFONSO GUEVRA
ANDRES ANDRADE
ANGEL PEREZ
ANSELMO PAZOS
ANTONIO ARMENTA
ANTONIO MENDEZ
ARNULFO GARCIA
ARTURO SANTOS
ASHLEY RUYLE
AUGUSTIN ESPINOZA
BALBINO RIVERA
BENJAMIN CASTRO
BENNY HILL
BILLY TRUAX
BOBBY MERTEN
CANDIDO CASTELLANOS
CARLOS GONZALES
CARLOS RIVERA
CORNELIO HERNANDEZ
DREW BUDIMIR
EDILBERTO SANTOS
EDUARDO CERVANTES
ERNESTO VIDAL
ESTEBAN TEJEDA
FELIPE RENDON
FELIPE VILLEGAS
GABRIELLE BELLO
IGNACIO CARBALLO
JAIME HERNANDEZ
JESUS GRAJALES
JESUS MARTINEZ
JESUS OJEDA GARCIA
JOHNNIE FLORES
JORGE PARRA
JORGE RIVAS
JOSE C SANCHEZ

6/9/13

JUAN PUAC BEL O
JUAN RUIZ
KURT VOMBERG
LUIS HERNANDEZ
MARILU ZEPEDA
MARLA OBRENTZ
MARTHA VARGAS
MARTIN TEJEDA
MIGUEL LARA
MIKE BROWN
OMAR LOPEZ
OSCAR VAZQUEZ
REGGIE ROSS
RICARDO RUIZ
RUTILIO GUZMAN
SCOTT CERVARICH
STEVEN SMITH
TIMOTHY WATERS
TINA MOSHER
TONY RENARD
VALENTINO SANTIAGO
VERONICO CARDENA

PLEASANTON
WEEK ENDING 6/30/13

NAME
TITO ALVAREZ
RUDOLFO GARCA
ROBERTO SANCHEZ
RAUL SEVERO
RAFAEL RAMOS

FLORENCIO OLIVA
ARMONDO MURRIETA
EFRAIN FLORES
ROGER HERNANDEZ
MIKE PITTS
JAVIER HERNANDEZ
JOSE RODRIGUEZ

FELIPE RENDON
JUAN PUAC BELLO
ALDO ROANO
CARLOS RIVERA
ARNULFO GARCIA
ANDRES ANDRADE
JESUS GRAJALES
DANIEL BARRIOS
JESUS LAZANO
ALFONSO MENDOZA
JOSE ARISTA

SCOTT CERVARICH
JUAN RUIZ
RUTILIO GUZMAN

TONY RENARD
RICARDO RUIZ
ANTONIO ARMENTA
JESUS MARTINEZ
BRIAN GILBERT

OMAR PEDRO
MIGUEL HERRERA
JORGE DELA CRUZ
ALFONSO ALVARADO
RAUL SEDANO
OMAR ARELLANO
JOSE CARMONA
ENRIQUE LUNA

AUGUSTIN ESPINOZA
JOSE A CONTRERAS
CORNELIO HERNANDEZ

FRANCISCO BARAJAS
BONAFACIO QUIJANO
JOSE MENDEZ
DIONISIO DOROTEO
MANOLO MUNOZ
JUAN HERNANDEZ

JESUS OJEDA GARCIA
MIGUEL LARA

ROSALINO GONZALEZ
JULIO GASCA
ALBERTO BENEVIDES
ANGEL SEPULVEDA
BENJAMIN CASTRO

ROGELIO PEREZ
ROBERTO PENA
JAIME MENDOZA

MARCOS BANDALA
GERMAN ALARCON

LUIS BORJA
JAIME VAZQUEZ
DARIO JARQUIN

JOSE C SANCHEZ
EDUARDO CERVANTES
CARLOS CARDENA

VERONICO CARDENA
JORGE RIVAS
DREW BUDIMIR
JOSE PAREDES
EDUARDO MOTA
CARLOS ARMENTA
JULIO MARTINEZ
JULIAN ARMENTA
EVARISTO PARRA
MARTIN CAELA
DAVID HERNANDEZ
RAUL BAEZ
EDGAR RIVERA
EDILBERTO GONZALEZ
ISIDRO SALAZAR

OSCAR VAZQUEZ
MARTIN TEJEDA
GABRIELLE BELLO
REGGIE ROSS
MARTHA VARGAS
TINA MOSHER
ELPIDIO SEDANO
DWAYNE WILSON

CARLOS PERDOMO
JOSE GUTIERREZ
ANGEL LOPEZ
SANDY THRELLELD
CARLOS HERRERA
JORGE AGUILAR
BOBBY MERTEN
EDILBERTO SANTOS
LUIS HERNANDEZ
JAMIE HERNANDEZ
FELIPE VILLEGAS
MARILU ZEPEDA
MIKE BROWN

6/30/13

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CAL EXPO
WEEK ENDING 7/22/13
OFFICE #1

NAME

ALBERTO PEREZ
ALDO ROANO
ALDO ROANO
ALFONSO MENDOZA
ANGEL LOPEZ
ANTHONY CARINI
ANTONIO ARMENTA
ANTONIO MENDEZ
ARMONDO MURRIETA
AUGUSTIN ESPINOZA
BENNY HILL
BOBBY MERTEN
BONAFACIO QUIJANO
BRIAN GILBERT
CANDIDO CASTELLANOS
CARLOS ARMENTA
CARLOS CARDENA
CODY KLUSNIK
DANIEL BARRIOS
DAVID HERNANDEZ
DEAN AMARAL
DREW BUDIMIR
EDGAR RIVERA
EDILBERTO GONZALEZ
EDILBERTO MARCOS
EDUARDO CERVANTES
EDUARDO MOTA
EFRAIN FLORES
ELPIDIO SEDANO
ENRIQUE LUNA
ERNESTO VIDAL
EUNIQUE NELSON
EVARISTO PARRA
FELIPE RENDON
FELIPE RENDON
FELIPE VILLEGAS
FERNANDO PREZA
FLORENCIO OLIVA
FRANCISCO BARAJAS
GABRIELLE BELLO
GERMAN ALARCON
GUADALUPE RODRIGUEZ
GUSTVO GAMERO
IRVING PORTILLA
ISIDRO SALAZAR
JAIME HERNANDEZ
JAMES JOHNSON
JAVIER GAMERO
JESUS LAZANO
JESUS MARTINEZ
JESUS OJEDA GARCIA

7/22/13

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JORGE RIVAS
JOSE A CONTRERAS
JOSE ARISTA
JOSE C SANCHEZ
JOSE CARMONA
JOSE GUTIERREZ
JOSE IVAN
JOSE PAREDES
JOSE PAREDES
JOSE PAREDES
JOSE VENTURA
JOSHUA MIHAL
JUAN PUAC BELLO
JUAN RUIZ
JULIAN ARMENTA
JULIO MARTINEZ
LASHANDA BENNET
LOU LEMBENKO
LUIS HERNANDEZ
MARCOS BANDALA
MARIANO ROA
MARILU ZEPEDA
MARTHA VARGAS
MARTIN CAELA
MARTIN GARCIA
MARTIN TEJEDA
MIGUEL LARA
MIKE BROWN
OMAR ARELLANO
OMAR LOPEZ
OSCAR VAZQUEZ
OSCRA JULIAN MARTINEZ
PATRICIO BATAL
RAFAEL RAMOS
RAUL BAEZ
RAUL SEDANO
RAUL SEVERO
REGGIE ROSS
RICARDO RUIZ
ROBERT SAPIEN
ROBERTO SANCHEZ
RON PIERCE
RON QUINT
ROSEMARY BROWN
RUTILIO GUZMAN
SAUL ESTUDILLO
SCOTT CERVARICH
SERGIO GUZMAN
STEVEN BINNEBOSE
TIM OLENSKE
TINA MOSHER
TIRSO RENDON
TONY RENARD
VERONICO CARDENA
WILLIAM MAULDIN

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CAL EXPO
WEEK ENDING 7/22/12
OFFICE #1

NAME
ALBERTO PEREZ
ALDO ROANO
ALDO ROANO
ALFONSO MENDOZA
ANGEL LOPEZ
ANTHONY CARINI
ANTONIO ARMENTA
ANTONIO MENDEZ
ARMONDO MURRIETA
AUGUSTIN ESPINOZA
BENNY HILL
BOBBY MERTEN
BOBBY SIRATSAMY
BONAFACIO QUIJANO
BRIAN GILBERT
CANDIDO CASTELLANOS
CARLOS ARMENTA
CARLOS CARDENA
CODY KLUSNIK
DANIEL BARRIOS
DAVID HERNANDEZ
DAVID WILSON
DEAN AMARAL
DREW BUDIMIR
EDGAR RIVERA
EDILBERTO GONZALEZ
EDILBERTO MARCOS
EDUARDO CERVANTES
EDUARDO MOTA
EFRAIN FLORES
ELPIDIO SEDANO
EMPERORUA KING
ENRIQUE LUNA
ERNESTO VIDAL
EUNIQUE NELSON
EVARISTO PARRA
FELIPE RENDON
FELIPE RENDON
FELIPE VILLEGAS
FERNANDO PREZA
FLORENCIO OLIVA
FRANCISCO BARAJAS
GABRIELLE BELLO
GERMAN ALARCON
GUADALUPE RODRIGUEZ
GUSTVO GAMERO
IRVING PORTILLA
ISIDRO SALAZAR
JAIME HERNANDEZ
JAMES JOHNSON
JAVIER GAMERO
JESENIA VAZQUEZ
JESUS LAZANO
JESUS MARTINEZ
JESUS EDWARD GARCIA
JOHN LOPEZ

7/22/13

JORGE RIVAS
JOSE A CONTRERAS
JOSE ARISTA
JOSE C SANCHEZ
JOSE CARMONA
JOSE GUTIERREZ
JOSE IVAN
JOSE PAREDES
JOSE PAREDES
JOSE PAREDES
JOSE VENTURA
JOSHUA MIHAL
JUAN PUAC BELLO
JUAN RUIZ
JULIAN ARMENTA
JULIO MARTINEZ
LASHANDA BENNET
LOU LEMBENKO
LOU LEMBENKO
LUIS HERNANDEZ
MARCOS BANDALA
MARIANO ROA
MARILU ZEPEDA
MARTHA VARGAS
MARTIN CAELA
MARTIN CAMPOS
MARTIN GARCIA
MARTIN TEJEDA
MIGUEL LARA
MIKE BROWN
OMAR ARELLANO
OMAR LOPEZ
OSCAR VAZQUEZ
OSCRA JULIAN MARTINEZ
PATRICIO BATAL
RAFAEL RAMOS
RAUL BAEZ
RAUL SEDANO
RAUL SEVERO
REGGIE ANDREWS
REGGIE ROSS
RICARDO RUIZ
ROBERT SAPIEN
ROBERTO SANCHEZ
RON PIERCE
RON QUINT
ROSEMARY BROWN
RUTILIO GUZMAN
SAUL ESTUDILLO
SCOTT CERVARICH
SERGIO GUZMAN
STEVEN BINNEBOSE
TABLIBAH KING
TIM OLENSKE
TINA MOSHER
TIRSO RENDON
TONY RENARD
VERONICO CARDENA
WILLIAM MAULDIN

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CAL EXPO
WEEK ENDING 7/28/12
OFFICE #1

NAME

ALBERTO PEREZ
ALDO ROANO
ALDO ROANO
ALFONSO MENDOZA
ANGEL LOPEZ
ANTHONY CARINI
ANTONIO ARMENTA
ANTONIO MENDEZ
ARMONDO MURRIETA
AUGUSTIN ESPINOZA
BENNY HILL
BOBBY MERTEN
BOBBY SIRATSAMY
BONAFACIO QUIJANO
BRIAN GILBERT
CANDIDO CASTELLANOS
CARLOS ARMENTA
CARLOS CARDENA
CODY KLUSNIK
DANIEL BARRIOS
DAVID HERNANDEZ
DAVID WILSON
DEAN AMARAL
DREW BUDIMIR
EDGAR RIVERA
EDILBERTO GONZALEZ
EDILBERTO MARCOS
EDUARDO CERVANTES
EDUARDO MOTA
EFRAIN FLORES
ELPIDIO SEDANO
EMPERORUA KING
ENRIQUE LUNA
ERNESTO VIDAL
EUNIQUE NELSON
EVARISTO PARRA
FELIPE RENDON
FELIPE RENDON
FELIPE VILLEGAS
FERNANDO PREZA
FLORENCIO OLIVA
FRANCISCO BARAJAS
GABRIELLE BELLO
GERMAN ALARCON
GUADALUPE RODRIGUEZ
GUSTVO GAMERO
IRVING PORTILLA
ISIDRO SALAZAR
JAIME HERNANDEZ
JAMES JOHNSON
JAVIER GAMERO
JESENIA VAZQUEZ
JESUS LAZANO
JESUS MARTINEZ
JESUS OJEDA GARCIA
JOHN LOPEZ

7/28/13

JORGE RIVAS
JOSE A CONTRERAS
JOSE ARISTA
JOSE C SANCHEZ
JOSE CARMONA
JOSE GUTIERREZ
JOSE IVAN
JOSE PAREDES
JOSE PAREDES
JOSE PAREDES
JOSE VENTURA
JOSHUA MIHAL
JUAN PUAC BELLO
JUAN RUIZ
JULIAN ARMENTA
JULIO MARTINEZ
LASHANDA BENNET
LOU LEMBENKO
LOU LEMBENKO
LUIS HERNANDEZ
MARCOS BANDALA
MARIANO ROA
MARILU ZEPEDA
MARTHA VARGAS
MARTIN CAELA
MARTIN CAMPOS
MARTIN GARCIA
MARTIN TEJEDA
MIGUEL LARA
MIKE BROWN
OMAR ARELLANO
OMAR LOPEZ
OSCAR VAZQUEZ
OSCRA JULIAN MARTINEZ
PATRICIO BATAL
RAFAEL RAMOS
RAUL BAEZ
RAUL SEDANO
RAUL SEVERO
REGGIE ANDREWS
REGGIE ROSS
RICARDO RUIZ
ROBERT SAPIEN
ROBERTO SANCHEZ
RON PIERCE
RON QUINT
ROSEMARY BROWN
RUTILIO GUZMAN
SAUL ESTUDILLO
SCOTT CERVARICH
SERGIO GUZMAN
STEVEN BINNEBOSE
TABLIBAH KING
TIM OLENSKE
TINA MOSHER
TIRSO RENDON
TONY RENARD
VERONICO CARDENA
WILLIAM MAULDIN

Butler's Exh. 66, pr 01261

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UKIAH
WEEK ENDING 7/7/13

NAME
ALDO ROANO
ANTONIO MENDEZ
ARMONDO MURRIETA
BENNY HILL
BILLY TRUAX
BOBBY MERTEN
CANDIDO CASTELLANOS
CARLOS CARDENA
EDILBERTO SANTOS
EDUARDO CERVANTES
EFRAIN FLORES
ERNESTO VIDAL
FELIPE RENDON
FELIPE RENDON
FELIPE VILLEGAS
FERNANDO PREZA
FLORENCIO OLIVA
GABRIELLE BELLO
GUADALUPE RODRIGUEZ
GUSTVO GAMERO
JAIME HERNANDEZ
JAMES JOHNSON
JAVIER GAMERO
JESUS OJEDA GARCIA
JOSE C SANCHEZ
JOSE GUTIERREZ
JOSE IVAN
JOSE PAREDES
JOSE VENTURA
JUAN PUAC BELLO
LOU LEMBENKO
LUIS HERNANDEZ
MARILU ZEPEDA
MARTHA VARGAS
MARTIN GARCIA
MARTIN TEJEDA
MIGUEL LARA
MIKE BROWN
OMAR LOPEZ
OSCAR VAZQUEZ
REGGIE ROSS
RON PIERCE
RON QUINT
SAUL ESTUDILLO
SERGIO GUZMAN
TINA MOSHER
TIRSO RENDON
WILLIAM MAULDIN

7/7/13

GRASS VALLEY
WEEK ENDING 8/11/13

NAME
ADAN MARIN
ALBERTO PEREZ
ALBERTO PEREZ
ALEJANDRO PEREZ
ALFONSO GUEVARA
ALFONSO MENDOZA
ANSELMO PAZOS
ANTONIO ARMENTA
ANTONIO CONTRERAS
ANTONIO MENDEZ
AUGUSTIN ESPINOZA
BALBINA RIVERA
BENNY HILL
BILLY JACKSON
BILLY TRUAX
BOBBY MERTEN
CALEPH ELDRIDGE
CARLOS CARDENA
CARLOS GONZALES
CARLOS HERRERA
CARLOS PERDOMO
CORNELIO HERNANDEZ
CRECENCIANO PENA
CURTIS SUTTON
DANIEL BARRIOS
DANNY LOWER
DAVE SHEL
DEAN AMARAL
EDILBERTO SANTOS
EDUARDO CERVANTES
EDUARDO MOTA
EDUARDO MOTA
ELPIDIO SEDANO
ESTEBAN TEJEDA
FELIPE RENDON
FELIPE VILLEGAS
FELIX RAMOS
FRANCISCO MENDOZA
FRANK MOBLEY
GERMAN ALARCON
GREGORIO HERNANDEZ
GUSTAVO TORRES
IRVING PORTILLA
JAIME HERNANDEZ
JAIME MENDOZA

8/11/13

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JAMES AARON
JASON SERVICE
JERRY SOOTER
JESUS LAZANO
JESUS MARTINEZ
JESUS OJEDA GARCIA
JOAN CARLOS HERRERA
JOHN GEORGE
JOSE C SANCHEZ
JOSE CARMONA
JOSE CASTRO
JUAN PUAC BELLO
JUAN RUIZ
KEVIN LYNCH
LASHANDA BENNETT
LEE BELTON
LEROY BRIGHAM
LONNIE BROWN
LUIS GRACIA
LUIS HERNANDEZ
MARCOS BANDALA
MARIANO GONZALEZ
MARIE MARA
MARILU ZEPEDA
MARK BOOTH
MARTHA VARGAS
MAXIMILIANO ENRIQUEZ
MIGUEL GALLEGOS
MIGUEL LARA
MIKE BROWN
OMAR ARELLANO
OMAR LOPEZ
RAMIRO SANCHEZ
RAUL SEDANO
REGGIE ROSS
RICARDO RUIZ
RICKY LAJOICE
ROBERT SAPIEN
ROBERTO PENA
ROGELIO PEREZ
RON COON
RONNIE BROWN
RUTILIO GUZMAN
SCOTT CERVARICH
STEVEN BINNEBOSE
TONY DIXON
TONY RENARD
VICTOR MARTINEZ
VU NGUYEN

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OISE WEEK 2
/EEK ENDING 8/25/13

NAME
KEVIN LYNCH
ADAN MARIN
AGUSTIN ESPINOZA
ALBERTO BENEVIDES
ALBERTO PEREZ
ALDO ROANO
ALEJANDRO MIRANDA
ALEJANDRO PEREZ
ALFONSO ALVARADO
ALFONSO GUEVARA
ALFONSO MENDOZA
ANDRES ANDRADE
ANGEL LOPEZ
ANGEL PEREZ
ANGEL SEPULVEDA
ANSELMO PAZOS
ANTONIO ARMENTA
ANTONIO CONTRERAS
ANTONIO MENDEZ
ARMONDO MURRIETA
ARNULFO GARCIA
ARTURO SANTOS
AURELIO MARQUEZ
BALBINA RIVERA
BENJAMIN CASTRO
BENNY HILL
BILLY JACKSON
BOBBY MERTEN
BONAFACIO QUIJANO
BRIAN GILBERT
CALEPH ELDRIDGE
CANDIDO CASTELLANOS
CARLOS ARMENTA
CARLOS CARDENA
CARLOS GONZALEZ
CARLOS PERDOMO
CARLOS RIVERA
CLEMENTE PENA
CONSTANTINO LOPEZ
CORNELIO HERNANDEZ
CRECENCIANO PENA
CURTIS SUTTON
DANIEL BARRIOS
DANNY LOWER
DAVE SHAE
DAVID HERNANDEZ
DEAN AMARAL
DIONISIO DOROTEO
DREW BUDIMIR
EDGAR PEREZ
EDGR RIVERA
EDILBERTO GONZALEZ
EDILBERTO SANTOS
EDUARDO CERVANTES
EDUARDO MOTA
ELIX A SILVA
ELPIDIO SEDANO
ENRIQUE LUNA
ERNESTO VIDAL
ESTABAN DELA CRUZ
ESTEBAN TEJEDA
EVARISTO PARRA
FELIPE RENDON
FELIPE VILLEGAS
FERNANDO SALAS
FLORENCIO OLIVA
FRANCISCO MENDOZA
FRANK MOBLEY
GENERO SANCHEZ
GERMAN ALARCON
GERMAN CALDERON
GREGORIO HERNANDEZ
GUADALUPE RODRIGUEZ
GUSTAVO SOLER
GUSTAVO TORRES
IGNACIO CARBALLO
IRVING PORTILLA
ISIDRO SALAZAR
JAIME MENDOZA
JAIME VAZQUEZ
JAMES AARON
JAMIE HERNANDEZ
JASON SERVICE
JAVIER HERNANDEZ
JAVIER ORTIZ
JEREMY BROWN
JERRY SOOTER
JESUS GRAJALES

8/25/13

Butler's Exh. B61 per D1255 11/25

Butler's Exh. Bates 01266

JESUS LOZANO
JESUS MARTINEZ
JOE GUILLEN
JOHN GEORGE
JOHNNY FLORES
JORGE AGUILAR
JORGE DELACRUZ
JORGE PARRA
JORGE RIVAS
JOSE ARISTA
JOSE C SANCHEZ
JOSE CARMONA
JOSE CASTRO
JOSE GUTIERREZ
JOSE HERNANDEZ
JOSE MENDEZ
JOSE PENA
JOSE RODRIGUEZ
JOSE SALAZAR
JUAN HERNANDEZ
JUAN PUAC
JUAN RUIZ
JULIAN ARMENTA
JULIO GASCA
JULIO MARTINEZ
LASHANDA BENNETT
LEE BELTON
LEROY BRIGHAM
LIMITIA JACKSON
LONNIE BROWN
LUIS BORJAS
LUIS GRACIA
LUIS HERNANDEZ
LUIS TEJEDA
MANOLO MUNOZ
MARCOS BANDALA
MARIANO GONZALEZ
MARIANO GONZALEZ
MARIANO ROA
MARILU ZEPEDA
MARTHA VARGAS
MARTIN CAELA
MARTIN GARCIA
MARTIN TEJEDA
MAXIMILIANO ENRIQUEZ
MIGUEL GALLEGOS
MIGUEL HERRERA
MIGUEL LARA
MIKE BROWN
MIKE PITTS
MOISES SANCHEZ
MUCIO HERRERA
OMAR ARELLANO
OMAR LOPEZ
OMAR PEDRO
OSCAR JULIAN MARTINEZ
OSCAR VAZQUEZ
RAMIRO PEREZ
RAMIRO SANCHEZ
RAUL SEDANO
RAUL SEDANO
REGGIE ROSS
RICARDO HUERTA
RICARDO RUIZ
RICARDO SANTOS
RICKY LAJOICE
ROBERT SAPIEN
ROBERTO PENA
ROBERTO SANCHEZ
ROGELIO PEREZ
ROGER HERNANDEZ
RON COON
ROSALINO GONZALEZ
RUDY ALEMON
RUTILIO GUZMAN
SCOTT CERVARICH
STANLEY YATES
STEPHEN SMITH
TONY DIXON
TONY RENARD
VALENTIN SANTIAGO
VERONICA KOCHELL
VERONICO CARDENA
VICTOR MARTINEZ
VINCENTE MARTINEZ
VU NGYUEN

BLACKFOOT

WEEK ENDING 9/01/2013

NAME
ALBERTO BENEVIDES
ALDO ROANO
ALFONSO ALVARADO
ALFONSO MENDOZA
ANGEL LOPEZ
ANGEL PEREZ
ANSELMO PAZOS
ANTONIO ARMENTA
ANTONIO MENDEZ
ARTURO SANTOS
AURELIO MARQUEZ
BALBINA RIVERA
BENJAMIN CASTRO
BENNY HILL
BILLY TRUAX
BOBBY MERTEN
BRIAN GILBERT
CANDIDO CASTELLANOS
CARLOS CARDENA
CONSTANTINO LOPEZ
DANIEL BERRIOS
DAVID HERNANDEZ
DEAN AMARAL
DREW BUDIMIR
EDGAR PEREZ
EDGAR RIVERA
EDILBERTO GONZALEZ
EDUARDO CERVANTES
EDUARDO SEPULVEDA
ELPIDIO SANTOS
ERNESTO VIDAL
ESTEBAN TEJEDA
FELIPE RENDON
FELIPE VILLEGAS
FRANCES SOLIS
GENERO SANCHEZ
GERMAN ALARCON
GUSTAVO SALAZAR
GUSTAVO SOLER
IGNACIO CARBALLO
ISIDRO SALAZAR
JAIME HERNANDEZ
JAIME VAZQUEZ
JASON SERVICE
JAVIER HERNANDEZ
JESUS LAZAON
JESUS MARTINEZ
JESUS OLEDA GARCIA
JOHNNIE FLORES

9/1/13

JORGE AGUILAR
JORGE DELA CRUZ
JORGE RIVAS
JOSE ARISTA
JOSE C. SANCHEZ
JOSE CONTRERAS
JOSE GUTIERREZ
JOSE LUIS PENA
JOSE PAREDES
JOSE RODRIGUEZ
JUAN PUAC
JUAN RUIZ
JULIO GASCA
KURT VOMBERG
LEMITIA JACKSON
LUIS BORJA
LUIS HERNANDEZ
LUIS TEJEDA
MARCOS BANDALA
MARIANO ROA
MARILU ZEPEDA
MARTHA VARGAS
MARTIN CAELA
MARTIN TEJEDA
MIGUEL HERRERA
MIGUEL LARA
MIKE BROWN
MIKE PITTS
MISTY JENSEN
MOISES SANCHEZ
MUCIO HERRERA
OMAR LOPEZ
OMAR PEDRO
OSCAR VAZQUEZ
PABLO PORTILLA
RAMIRO PEREZ
RAMIRO PEREZ
RAUL BAEZ
RAUL SEVERO
RAUL VILLA
REGGIE ROSS
RICARDO RUIZ
RICARDO SANTOS
ROBERT SAPIEN
ROBERTO SANCHEZ
ROGER HERNANDEZ
ROSALINO GONZALEZ
RUTILUI GUZMAN
SCOTT CERVARICH
STEVEN SMITH
TINA MOSHER
TONY RENARD
VERONICO CARDENA

Butler's Exh. Butler 01268 1128

AKERSFIELD
VEEK ENDING 9/29/13
VEEK 2

NAME
AGUSTIN ESPINOZA
ALEJANDRO PEREZ
ALFONSO ALVARADO
ALFONSO GUEVARA
ANGEL PEREZ
ANSELMO PAZOS
ANTONIO CONTRERAS
ANTONIO GARCIA
ANTONIO MENDEZ
ARMONDO MURRIETA
ARTURO SANTOS
ATENDORO MIRANDA
BALBINA RIVERA
BENNY HILL
BILLY TRUAX
BOBBY MERTEN
BONAFACIO QUIJANO
BRYAN ALLEN
CANDIDO CASTELLANOS
CARLOS GONZALEZ
CASIMIRO DELA CRUZ
CONSTANTINO LOPEZ
CORNELIO HERNANDEZ
CRESENCIANO PENA
CURTIS SUTTON
DANNY LOWER
DEAN AMARAL
DIONISIO DOROTEO
DOAWTE BALDAN
EDGAR RIVERA
EDILBERTO MARCOS
ELPIDIO SEDANO
ENRIQUE CAMPOS
ENRIQUE SANCHEZ
ERNESTO VIDAL
ESTEBAN DELA CRUZ
ESTEBAN TEJEDA
FALESHA TIMMONS
FERNANDO SALAS
FLORENCIO OLIVA
FRANCISCO MENDOZA
GERMAN CALDERON
GREGGORY ALLEN
GREGGORY GREEN
GUADALUPE RODRIGUEZ
GUSTAVO SALAZAR
GUSTAVO TORRES
IGNACIO CARBALLO
IRIS AGUILAR
IRWIN PORTILLA
IVAN SALAZAR
JAIME VAZQUEZ
JAMES AARON
JAMIE HARMONN

9/29/13

Butler's Exh. Butler 01269 1129

JASON SERVICE
JAVIER ORTIZ
JEREMY BROWN
JERRY SOOTER
JOHN GEORGE
JOHN LOPEZ
JOHNNIE FLORES
JORGE DELA CRUZ
JORGE PARRA
JOSE CASTRO
JOSE HERNANDEZ
JOSE LUIS PENA
JOSE LUIS RODRIGUEZ
JOSE MEJIA
JOSE MENDEZ
JOSE PAREDES
JOSEPH CROSBY
JOWELL CROSBY
JUAN HERNANDEZ
KASHAUNTA WILLIAMS
KURT VOMBERG
LEMITIA JACKSON
LEROY BRIGHAM
LONNIE BROWN
LUIS BORJA
LUIS GRACIA
LUIS HERNANDEZ
MANOLO MUNOZ
MARILU ZEPEDA
MARTHA VARGAS
MARTIN GARCIA
MARTIN TEJEDA
MAXIMILIANO ENRIQUEZ
MIGUEL GALLEGOS
MIGUEL HERRERA
MOISES SANCHEZ
OMAR ARRELANO
OMAR LOPEZ
OMAR PEDRO
OSCAR VAZQUEZ
RAMIRO PEREZ
RAMIRO SANCHEZ
REGGIE ROSS
RICARDO SANTOS
RICKY ALLEN
ROBERT SAPIEN
RUDY ALEMON
SANTIAGO DELA CRUZ
SIARRA ELLISON
SONJA WARE
STEPHEN SMITH
TERELL MOND
TINA MOSHER
TOMMIE TONS
TOMMY JOHNS
VALENTINO SANTIAGO
VINCENTE MARTINEZ
YERLIN VARGAS

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EK 2
EK ENDING 10/14/2013

ADAN MARIN
AGUSTINE ESPINOZA
AGUSTINE PENA
ALBERTO BENEVIDES
ALBERTO PEREZ
ALDO ROANO
ALEJANDRO PEREZ
ALFONSO ALVARADO
ALFONSO GUEVARA
ALFONSO MENDOZA
ANDRES ANDRADE
ANGEL LOPEZ
ANGEL SEPULVEDA
ANOTONIO CONTRERAS
ANTONIO ARMENTA
ANTONIO GARCIA
ANTONIO MENDEZ
ARNULFO GARCIA
ATENODOR MIRANDA
BENJAMIN CASTRO
BILLY JACKSON
BILY TRUAX
BOBBY MERTEN
BRIAN GILBERT
CARLOS ARMENTA
CARLOS CARDENA
CARLOS GONZALEZ
CARLOS PERDOMO
CARLOS RIVERA
CASIMIRO DELA CRUZ
CATHY CAROLLA
CATHY NORIEGA
CATHY RODRIGUEZ
CELINDA PUENTES
CLEMENTE PENA
CONSTANTINO LOPEZ
CORNELIO HERNANDEZ
CURTIS SUTTON
DANIEL BARRIOS
DAVID HERNANDEZ
DEBRA RODRIGUEZ
DIONISIO DOROTEO
DREW BUDIMIR
EDGAR RIVERA
EDILBERTO GONZALEZ
EDILBERTO SANTOS
EDUARDO CERVANTES
EDUARDO MOTA
ELIZABETH AGUIRE
ELPIDIO SEDANO
ENRIQUE CAMPOS
ENRIQUE SANCHEZ
EUGENE KYLE
EVARISTO PARRA
EZEQUIAL BARRAGAN
FELIPE RENDON
FELIPE VILLEGAS
FRANCISCO BALLESTEROS
FRANCISCO MENDOZA
FRANCISCO MENDOZA
GASPAR HERNANDEZ
GEORGE GONZALEZ
GERMAN ALARCON
GUADALUPE RODRIGUEZ
GUILERMO VALLES
GUSTAVO TORRES
IRVING PORTILLA
ISIDRO SALAZAR
JACQUELINE PEREZ
JAIME HERNANDEZ
JAIME MENDOZA
JAIME VAZQUEZ

10/14/2013

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JEFFREY BURTS
JESUS GRAJALES
JESUS LAZANO
JESUS MARTINEZ
JESUS OJEDA GARCIA
JOHN LOPEZ
JORGE AGUILAR
JORGE RIVAS
JOSE ARISTA
JOSE C. SANCHEZ
JOSE CARMONA
JOSE CASTRO
JOSE LUIS PENA
JOSE LUIS RODRIGUEZ
JOSE MENDEZ
JOSE PAREDES
JOSE RODRIGUEZ
JUAN HERNANDEZ
JUAN PUAC
JUAN RUIZ
JULIAN ARMENTA
JULIO GASCA
JULIO MARTINEZ
KEVIN LYNCH
LEE BELTON
LOUIE GARCIA
LUIS BORJA
LUIS HERNANDEZ
MANOLO MUNOZ
MANUEL MARTINEZ
MARCOS BANDALA
MARIANO ROA
MARIANO ROA
MARILU ZEPEDA
MARIO CAMPOS
MARTHA VARGAS
MARTIN CAELA
MARTIN GARCIA
MARTIN TEJEDA
MIGUEL LARA
MIKE BROWN
MIKE PITTS
OMAR ARRELANO
OMAR PEDRO
OSCAR JULIAN MARTINEZ
OSCAR VAZQUEZ
PABLO PORTILLA
PAUL NEGRETE
RAMIRO SANCHEZ
RAUL BAEZ
RAUL SEDANO
RAUL SEVERO
RAYMON HERNANDEZ
REGGIE ANDREWS
REGGIE ROSS
RICARDO HUERTA
RICARDO RUIZ
RICARDO SANTOS
RICKY GONZALEZ
ROBERTO PENA
ROBERTO SANCHEZ
ROGELIO PEREZ
ROGER HERNANDEZ
ROSALINO GONZALEZ
RUTILIO GUZMAN
SANTIAGO DELA CRUZ
SARENNA MCMINDES
TIFFANY CROWDER
TINA MOSHER
TONY RENARD
VERONICO CARDENA
VICTOR MARTINEZ
WILLIAM ROWE

Butler's Exh. B61pr D1327 2 1132

2013 ROUTE SCHEDULE

MICK'S UNIT		BUTCH'S UNIT		LANCE'S UNIT	WASHINGTON
FEB 2 Viet Tet Festival					
		7-10 Holtville			
15-18 CLOVERDALE		15 INDIO			
21-24 Petaluma		24 INDIO			
MAR 1 Oakport		28-3 El Mirage	28-3 Goodyear	28-3 Jurupa Valley	
10 Oakport		8-10 Chandler	8-10 Chandler	7-10 Hesperia	
15 Southland Mall	14-17 Manteca	15 Superstition Springs	15 Desert Sky Mall	14-17 Soledad	14-17 Yakima
24 Southland Mall	21-24 El Dorado hills	24 Superstition Springs	24 Desert Sky Mall	22 Laney	22 Spokane
28-31 Martinez	28-31 Vallejo	29 AZ Mills	28-31 Peoria	31 Laney	31 Spokane
APRIL 4-7 Antelope	4-7 Baypoint	7 AZ Mills	2-7 YUMA	4-7 Coddingtown/Rohnert Park	5 Wenatchee
11-14 West Valley	11-14 Daly City	10-14 MARICOPA		11-14 Hilltop Mall	14 Wenatchee
19-21 Concord	19-21 St. Timothys	19-21 Lompoc		19-21 Britton School	18-21 Snohomish
25-28 Davis	26-28 Mt. Carmel	24-28 SANTA BARBARA		26-28 Cabrillo	26-28 Monroe
May 3-5 Hollister	2-5 Lincoln	2-5 Barstow	3-5 Indio	1-5 LOS BANOS	2-5 Lakewood
9-12 DIXON		8-12 Las Vegas		9-12 Lathrop	9-12 Kelso
16-19 ORLAND	16-19 Orangevale	15-19 PORTERVILLE	16-19 Westminster	16-19 KING CITY	16-19 Aberdeen
23-27 CHICO		24-27 Garden Grove		24-27 Coalinga	24-27 Federal Way
JUNE 31-2 UKIAH	30-2 Ft. Bragg	30-2 San Diego	31-2 Foster City/ Guadelupe Ch	31 Oakport	30-2 Bremerton
8 SAN MATEO		6-9 Beaumont	7-9 St. Christophers	9 Oakport	6-9 Olympia
16 SAN MATEO		12-16 MERCED		12-15 ANDERSON	
20-23 Stockton	18 Jackson Rancheria	19 PLEASANTON		19 PLEASANTON	
27-30 Daly City	28-30 St. Maria Goretti	PLEASANTON	26-30 Lompoc	PLEASANTON	27-30 Arlington
July 3-7 MARIN		7 PLEASANTON	4 Redwood City	7 PLEASANTON	4-7 Seatac
12 TURLOCK		12 CAL EXPO		12 CAL EXPO	12-14 Gig Harbor
21 TURLOCK		CAL EXPO		CAL EXPO	
25-28 WA COUNTY	23-27 MYRTLE POINT	28 CAL EXPO		28 CAL EXPO	
AUG 2 CLARK COUNTY		1-4 UKIAH	31 (VENTURA)	31-4 VALLEJO	1-4 SAN JOSE
11 CLARK COUNTY		7-11 GRASS VALLEY	11 (VENTURA)		
13-18 CHEHALIS		16 BOISE			
22 MONROE		25 BOISE			
SEPT 2 MONROE		31 BLACKFOOT		27-31 BISHOP	
6 SPOKANE		7 BLACKFOOT		5-8 AUBURN	
15 SPOKANE		10-15 Las Vegas		12-15 LODI	
20 YAKIMA		18 BAKERSFIELD		18 BAKERSFIELD	
29 YAKIMA		29 BAKERSFIELD		29 BAKERSFIELD	
OCT 4-6 St. Marys	4-6 St Judes/1Usegui	2 FRESNO		2 FRESNO	12 Slide Antioch/ Slide Martinez)
11 Southland Mall	Usegui Carousel	14 FRESNO		14 FRESNO	Slide Antioch/Slide Martinez
20 Southland Mall	Usegui Carousel			17-20 RIDGECREST	31 Slide Antioch/Slide Martinez
	31 Usegui Carousel				
NOV					
	20 (Winter Wonder)				
DEC	(Winter Wonder)				
7-8 Indio Tamale	(Winter Wonder)				
	(Winter Wonder)				
	(Winter Wonder)				
	30 (Winter Wonder)				

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Butler 01227

EVIDENCE SUMMARY
Partial Itinerary for Butch's Unit (2013)

Weeks	First	Second	Third	Basis
28Jan-3Feb13	Indio Indio, Riverside County, Cal.			Butler 000001, 01075
4-10Feb13	Indio Indio, Riverside County, Cal.			Butler 000026, 01075
11-17Feb13	Indio Indio, Riverside County, Cal.			Butler 000065, 000121, 01075, 01227, 01504-05
18-24Feb13	Indio Indio, Riverside County, Cal.			Butler 000171, 000225, 01075, 01227, 01504-05
25Feb-3Mar13	El Mirage El Mirage, Maricopa County, Ariz.	Goodyear Goodyear, Maricopa County, Ariz.		Butler 000285, 000310, 01075, 01227, 01504-05
4-10Mar13	Chandler Chandler, Maricopa County, Ariz.			Butler 000425, 01075, 01227, 01504-05
11-17Mar13	Superstition Springs Meza, Maricopa County, Ariz.	Desert Sky Mall Phoenix, Maricopa County, Ariz.		Butler 000473, 000556, 01075, 01227, 01504-05
18-24Mar13	Superstition Springs Meza, Maricopa County, Ariz.	Desert Sky Mall Phoenix, Maricopa County, Ariz.		Butler 000500, 000577, 01075, 01227, 01504-05
25-31Mar13	Yuma Yuma, Yuma County, Ariz.	Arizona Mills Tempe, Maricopa County, Ariz.	Peoria Peoria, Maricopa County, Ariz.	Butler 000693, 000753, 000794, 01075-76, 01227, 01504-05
1-7Apr13	Yuma Yuma, Yuma County, Ariz.	Arizona Mills Tempe, Maricopa County, Ariz.		Butler 000770, 000825, 01076, 01227, 01504-05
8-14Apr13	Maricopa Phoenix, Maricopa County, Ariz.			Butler 000979, 01076, 01227, 01504-05
15-21Apr13	Lompoc Lompoc, Santa Barbara County, Cal.			Butler 01227, 01504-05
22-28Apr13	Santa Barbara Santa Barbara, Santa Barbara County, Cal.			Butler 01227, 01504-05

Butler's Exh. 28, p. 001
Butler 01895

2013 Butler Amusements - Address & Location List

Address

1890 Briggs Street
Anderson, CA 96007

1027 South Boone St
Aberdeen, WA 98520

8135 Watt Ave.
Antelope, CA 95843
172nd Street NE
Arlington, WA 98223

1273 High Street
Auburn, CA 95603

10500 Alfred Harell Hwy.
Bakersfield, CA 93306

1142 South "P" Street
Bakersfield, CA 93307

1511 E Main Street
Barstow, CA 92311

Corner of Clearland and Willow Pass
Baypoint, CA 94565

E. 9th Street & Maple Ave.
Beaumont, CA 92223

Sierra Street & Fair Drive
Bishop, CA 93514

5610 Glenwood
Boise, ID 83714

97 Park Street
Blackfoot, ID 83221

4220 Wheaton Way
Bremerton, WA 98337

2834 Mitchell Road
Ceres, CA 95307

250 South McQueen Road
Chandler, AZ 85224

Butler's Exh. 29, p. 001 Butler 01228

2357 Fair Street
Chico, CA 95928

2555 N. National Avenue
Chehalis, WA 98532

#1 Citrus Drive
Cloverdale, CA 95425

4200 Concord Ave
Concord, CA 9452

George Olsen Park
Garfield & Polk Ave
Coalinga, CA 93210

3301 Junipero Serra Blvd
Daly City, CA 94014

3301 Junipero Serra Blvd
Daly City, CA 94014

1111 East Covell Blvd
Davis, CA 95616

4364 Town Center Blvd
El Dorado Hills, CA 95762

13011 Greenway Road
El Mirage, AZ 85335

511 Valley Mall Parkway
East Wenatchee, WA 98802

650 Shell Blvd
Foster City, CA 94404

1121 South Chance Ave.
Fresno, CA 93702

US 1 & Highway 20
Ft. Bragg, CA 95437

Euclid & Main Street
Garden Grove, CA 92845

020 State Hwy 25
Gilroy, CA 95020

10215 State Rt 302
Gig Harbor, WA 98395

14900 Van Buren
Goodyear, AZ 95338

11228 McCourtney Road
Grass Valley, CA 95949

One Southland Mall
Hayward, CA 94545

One Southland Mall
Hayward, CA 94545

18435 Bear Valley Road
Hesperia, CA 92345

873 NE 34th Ave
Hillsboro, OR 97124

220 Monterey Street
Hollister, CA 95023

5th & Holt street
Holtville, CA

46-350 Arabia Street
Indio, CA 92201

Downtown
Indio, CA 92201

82-503 Hwy 111
Indio, CA 92201

625 Division Street
King City, CA 93930

351 Three Rivers Drive
Kelso, WA 98626

3333 Blue Diamond Road
Las Vegas, NV 89147

3333 Blue Diamond Road
Las Vegas, NV 89103

4018 Hamel Street
Los Angeles, CA 90063

McBean Road
Lincoln, CA 95648

219 Bean Avenue
Los Gatos, CA 95030

414 W. Ocean Avenue
Lompoc, CA 93436

414 W. Ocean Ave.
Lompoc, CA 93436

16850 Golden Valley Pkwy
Lathrop, CA 95330

403 "F" Street
Los Banos, CA 93635

413 E. Lockeford Street
Lodi, CA 95240

3852 Steilacom Blvd
Lakewood, WA 98499

14405-179th Ave SE
Monroe, WA 98272

80 W Central Ave.
Morgan Hill, CA 95037

776 4th Street
Myrtle Point, OR 97458

1311 Yosemite
Manteca, CA 95336

680 & Hwy 4
Martinez, CA 94553

14405-179th Ave. S.E.
Monroe, WA 98272

900 Martin Luther King Jr. Way
Merced, CA 95340

6555 E. Southern
Mesa, AZ 85206

7125 Filbert Ave
Orangevale, CA 95662

221 E. Yolo Street
Orland, CA 95963

900 Fallon Street
Oakland, CA 94607

Zhone Way and 66th Street
Oakland, CA 94607

Zhone Way and 66th Street
Oakland, CA 94607
4141 Martin Way E.
Olympia, WA 98516

75 Fairgrounds Drive
Petaluma, CA 94952

7611 W. Thomas Road
Phoenix, AZ 85075

1826 W. McDowell
Phoenix, AZ 85007

N. 89th Ave & W. Peoria Ave
Peoria, AZ 85345

4501 Pleasanton Ave.
Pleasanton, CA 94566

300 E. Olive Ave.
Porterville, CA 93257

2200 Hilltop Mall Drive
Richmond, CA 94806

520 S Richmond Road
Ridgecrest, CA 93555

Mission Blvd, & Riverview
Rubidoux, CA 92509

17402 N.E. Delfel Road
Ridgefield, WA 98642

Middlefield & Hamilton
Redwood City, CA 94063

301 Grand Street
Redwood City, CA 94062

2550 Cabrillo Ave.
Santa Clara, CA 95051

1600 Exposition
Sacramento, CA 95815

9449 Friars Road
San Diego, CA 92108
170 S Market Street
San Jose, CA 95113

1576 Curtner Ave
San Jose, CA 95125

344 Tully Road
San Jose, CA 95111

344 Tully Road
San Jose, CA 95125

1515 Dolan Ave.
San Mateo, CA 94401

2495 South Delaware Street
San Mateo, CA 94403

3077 East Hammer Lane
Stockton, CA 95212

2980 Senter Rd
San Jose, CA 95111

Avenue of the Flags
San Rafael, CA 94903

3400 Calle Real
Santa Barbara, CA 93105

404 N. Havana
pokane, WA 99202-4663

733 Coddingtown Mall
Santa Rosa, CA 95401

19408 International Blvd
SeaTac, WA 98148

793 Vista de Soledad
Soledad, CA 93960

2603 Bickford
Snohomish,WA 92890

14700 E Indian Ave
Spokane, WA 99216

3200 North Naglee Road
Tracy, CA 95304

900 North Broadway
Turlock, CA 95380

5000 Arizona Mills Circle
empe, AZ 85282

1055 N. State Street
Ukiah, CA 95482

1055 N. State Street
Ukiah, CA 95482

Mare Island Way & Georgia St
Vallejo, CA 94590

900 Fairgrounds Drive
Vallejo, CA 94589

10 West Harbor Blvd
Ventura, CA 93001

14072 Olive Street
Westminster, CA 92683

405 NW Benton Ave
Winlock, WA 98596

1301 S. Tenth Street
akima, WA 98907

2410 Nob Hill Road
Yakima, WA 98901

2520 E. 32nd Street
Yuma, AZ 85365

2013

2013 Butler Amusements Route – Address & Location List
Butch's Unit

Setup/Start	Play Dates	Event Name/Location	Address
February 4	February 7-10	Holtville Carrot Festival	5th & Holt street Holtville, CA
February 3	February 15-24	Riverside County Fair	46-350 Arabia Street & National Date Festival Riverside County Fairgrounds Indio, CA 92201
February 25	Feb- 28 March 3	El Mirage	13011 Greenway Road El Mirage, AZ 85335
February 25	Feb 28- March 3	Goodyear	14900 Van Buren Goodyear, AZ 95338
March 4	March 8-10	Chandler	2250 South McQueen Road Chandler, AZ 85224
March 11	March 15-24	Superstition Springs	6555 E. Southern Mesa, AZ 85206
March 11	March 15-24	Desert Sky Mall	7611 W. Thomas Road Phoenix, AZ 85075
March 26	March 28-31	Peoria	N. 89th Ave & W. Peoria Ave Peoria, AZ 85345
March 26	March 29-April 7	Arizona Mills Mall	5000 Arizona Mills Circle Tempe, AZ 85282
March 28	April 2-7	Yuma County Fair Fairgrounds	2520 E. 32nd Street Yuma, AZ 85365
April 8	April 10-14	Maricopa County Fair Fairgrounds	1826 W. McDowell Phoenix, AZ 85007
April 15	April 19-21	Lompoc Spring Arts Festival	414 W. Ocean Ave. Lompoc, CA 93436

Butler's Exh. 29, p. 009 Butler 01504

2013 Butler Amusements Route – Address & Location List
Butch's Unit

Setup/Start	Play Dates	Event Name/Location	Address
April 22	April 24-28	Santa Barbara Fair & Expo	3400 Calle Real Santa Barbara, CA 93105
April 29	May 2-5	Barstow Football	1511 E Main Street Barstow, CA 92311
April 29	May 3-5	Indio Cinco De Mayo	82-503 Hwy 111 Indio, CA 92201
May 6	May 8-12	San Gennaro Feast	3333 Blue Diamond Road Silverton Hotel & Casino Las Vegas, NV 89147
May 13	May 15-19	Porterville Fair	300 E. Olive Ave. Porterville, CA 93257
May 13	May 16-19	Westminster	14072 Olive Street Westminster, CA 92683
May 20	May 24-27	Garden Grove Strawberry Festival	Euclid & Main Street Garden Grove, CA 92845
May 28	May 31-June 2	Foster City Art & Wine Festival	650 Shell Blvd Foster City, CA 94404
May 28	May 30- June 2	San Diego	9449 Friars Road San Diego, CA 92108
June 3	June 6-9	Beaumont Cherry Festival	E. 9th Street & Maple Ave. Beaumont, CA 92223
June 3	June 7-9	St. Christopher's Church	1576 Curtner Ave San Jose, CA 95125
June 10	June 12-16	Merced County Fair Fairgrounds	900 Martin Luther King Jr. Way Merced, CA 95340
June 10	June 12-15	Shasta District Fair Fairgrounds	1890 Briggs Street Anderson, CA 96007

2013 Butler Amusements Route – Address & Location List
Butch's Unit

Setup/Start	Play Dates	Event Name/Location	Address
June 16	June 19-July 7	Alameda County Fair Fairgrounds	4501 Pleasanton Ave. Pleasanton, CA 94566
June 16	June 26-30	Lompoc Flower Festival	414 W. Ocean Avenue Lompoc, CA 93436
July 3	July 4	Redwood City Carnival	Middlefield & Hamilton Redwood City, CA 94063
July 9	July 12-28	CAL EXPO	1600 Exposition Sacramento, CA 95815
July 29	August 1-4	Redwood Empire Fair	1055 N. State Street Ukiah, CA 95482
.ugust 5	August 7-11	Nevada County Fair Fairgrounds	11228 McCourtney Road Grass Valley, CA 95949
August 12	August 16-25	Western Idaho Fair Fairgrounds	5610 Glenwood Boise, ID 83714
August 26	Aug 31Sept 7	Eastern Idaho State Fair Fairgrounds	97 Park Street Blackfoot, ID 83221
September 8	Sept 10-15	San Gennaro Feast	3333 Blue Diamond Road Silverton Hotel and Casino Las Vegas, NV 89103
September 16	Sept 18-29	Kern County Fair Fairgrounds	1142 South "P" Street Bakersfield, CA 93307
September 30	October 2-14	Big Fresno Fair Fairgrounds	1121 South Chance Ave. Fresno, CA 93702

2013 Butler Amusements Route – Address & Location List
Butch's Unit

Setup/Start	Play Dates	Event Name/Location	Address
November 15	November 27-Jan 5	San Jose Christmas In the Park	170 S Market Street San Jose, CA 95113
November 28	December 7-8	Indio Tamale Festival	Downtown Indio, CA 92201

Exhibit 30

This is a voluminous collection of documents that provide the source material for calculating the value for providing housing, which is calculated in Exh. 31. They constitute a large portion of more than 6 feet of material for the 2013 season. They were previously produced and made available for inspection at the accountant's office pursuant to 29 C.F.R. § 18.60 (d).

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Butler Amusements Inc
H28 bunkhouse and travel costs
Year 2013

Summary:
Ave housing costs per employee per week: 134.39

Bunkhouse expenditures	VIN/Ref#	Unit	Calc #	Year acq	Depn yrs	Cost	Cost/piece	A/C 3 yr	Semi 7 yr	Bunkhouse 6 yr	Trailer 12 yr	D Current yr depn	Depn to date	M R/M bunkhouse	M Mattresses	T Insurance	T R/M trucks	T Fuel	T Driver cost	T ODOT/IFTA	T Heavy Duty tax	O Licenses	O Rent	O Utilities
97 Beck Bunk 48'	1B9BF4831V1292146/F42	B	#1	1996	17.00	30,000.00	25,000.00						25,000.00	5,096.78	324.28						58.57	25.00	6,442.06	2,363.25
97 Beck Bunk 48' (trailer)			#1	1996	17.00	-	5,000.00						5,000.00											
Comfort Star 2 tone AC bunk			#1	2010	3.00	3,250.00	3,250.00	1,083.33				1,083.33	3,250.00											
08Freightliner			#1	2012	1.00	45,089.00	45,089.00	-	6,441.29	-		6,441.29	6,441.29	-	-	997.53	3,479.34	5,967.52	10,224.00	360.74	-	100.00	-	-
						78,339.00	78,339.00	1,083.33	6,441.29	-		7,524.62	39,691.29	5,096.78	324.28	997.53	3,479.34	5,967.52	10,224.00	360.74	58.57	125.00	6,442.06	2,363.25
97 Beck Bunk 43'	1B9BF4334V1292166/498	B	#2	1997	16.00	32,300.00	26,916.67						26,916.67	5,096.85	324.28						58.57	25.00	6,442.06	2,363.16
97 Beck Bunk 43' (trailer)			#2	1997	16.00	-	5,383.33						5,383.33											
Air conditioner			#2	2009	4.00	1,310.00	1,310.00						1,310.00											
08Freightlcas			#2	2012	1.00	44,339.00	44,339.00	-	6,334.14	-		6,334.14	6,334.14	-	-	997.53	3,479.34	5,967.52	10,224.00	360.74	-	100.00	-	-
						77,949.00	77,949.00	-	6,334.14	-		6,334.14	33,944.14	5,096.85	324.28	997.53	3,479.34	5,967.52	10,224.00	360.74	58.57	125.00	6,442.06	2,363.16
97 Beck Bunk 43'	1B9BF4333V1292160/498	B	#3	1997	16.00	32,300.00	26,916.67						26,916.67	5,096.85	324.28						58.57	25.00	6,442.06	2,363.16
97 Beck bunk 43' (trailer)			#3	1997	16.00	-	5,383.33						5,383.33											
Air conditioner			#3	2009	4.00	1,586.00	1,586.00						1,586.00											
08Freightlcas			#3	2012	1.00	44,839.00	44,839.00	-	6,405.57	-		6,405.57	6,405.57	-	-	997.53	3,479.34	5,967.52	10,224.00	360.74	-	100.00	-	-
						78,727.00	78,727.00	-	6,405.57	-		6,405.57	43,293.57	5,096.85	324.28	997.53	3,479.34	5,967.52	10,224.00	360.74	58.57	125.00	6,442.06	2,363.16
98 Frueh Dsnyl #9163	1H2R045253R055963/454	B	#4	1997	16.00	2,165.00	2,165.00	-	-	-		-	2,165.00	5,096.85	324.28	-	-	-	-	-	58.57	10.00	6,442.06	2,363.16
Estimated buildout (bunkhouse)			#4	1997	16.00	26,250.00	26,250.00	-	-	-		-	26,250.00	-	-	-	-	-	-	-	-	-	-	-
08Inststar			#4	2012	1.00	45,000.00	45,000.00	-	6,428.57	-		6,428.57	6,428.57	-	-	997.53	3,479.34	5,967.52	10,224.00	360.74	-	100.00	-	-
						73,415.00	73,415.00	-	6,428.57	-		6,428.57	34,843.57	5,096.85	324.28	997.53	3,479.34	5,967.52	10,224.00	360.74	58.57	110.00	6,442.06	2,363.16
98 Beck Bunk	1B9BF4733W1292185/504	B	#5	1998	15.00	39,700.00	33,083.33	-	-	-		-	33,083.33	5,096.85	324.28	-	-	-	-	-	58.57	25.00	6,442.06	2,363.16
98 Beck Bunk (trailer)	1B9BF4733W1292185/505	B	#5	1998	15.00	-	6,616.67	-	-	-		-	6,616.67	-	-	-	-	-	-	-	-	-	-	-
08Inststar			#5	2012	1.00	45,000.00	45,000.00	-	6,428.57	-		6,428.57	6,428.57	-	-	997.53	3,479.34	5,967.52	10,224.00	360.74	-	100.00	-	-
						84,700.00	84,700.00	-	6,428.57	-		6,428.57	46,128.57	5,096.85	324.28	997.53	3,479.34	5,967.52	10,224.00	360.74	58.57	125.00	6,442.06	2,363.16
01 Owen Bunkhouse	1C903V48X1113939?/22	B	#6	2001	12.00	25,000.00	20,833.33	-	-	-		-	20,833.33	5,096.85	-	-	-	-	-	-	58.57	25.00	6,442.06	2,363.16
01 Owen Bunkhouse (trailer)			#6	2001	12.00	-	4,166.67	-	-	-		320.51	3,846.15	-	-	-	-	-	-	-	-	-	-	-
Comfort Star 2 tone AC bunk			#6	2010	3.00	3,250.00	3,250.00	1,083.33	-	-		-	1,083.33	3,250.00	-	324.28	-	-	-	-	-	-	-	-
01 Intl 9400			#6	2007	6.00	25,204.00	25,204.00	-	3,600.57	-		-	3,600.57	21,603.43	-	-	997.53	3,479.34	5,967.52	10,224.00	360.74	-	100.00	-	-
						53,454.00	53,454.00	1,083.33	3,600.57	-		320.51	5,004.42	49,532.92	5,096.85	324.28	997.53	3,479.34	5,967.52	10,224.00	360.74	58.57	125.00	6,442.06	2,363.16
02 Bunkhouse 45'	1C903V48411139178/68	B	#7	2002	11.00	35,092.00	29,243.33	-	-	-		-	29,243.33	5,096.85	324.28	-	-	-	-	-	58.57	25.00	6,442.06	2,363.16
02 Bunkhouse 45' (trailer)			#7	2002	11.00	-	5,848.67	-	-	-		449.90	449.90	4,348.87	-	-	-	-	-	-	-	-	-	-
01 Intl 9400			#7	2007	6.00	25,203.00	25,203.00	-	3,600.43	-		-	3,600.43	21,602.57	-	-	997.53	3,479.34	5,967.52	10,224.00	360.74	-	100.00	-	-
						60,295.00	60,295.00	-	3,600.43	-		449.90	4,050.33	55,796.78	5,096.85	324.28	997.53	3,479.34	5,967.52	10,224.00	360.74	58.57	125.00	6,442.06	2,363.16
02 Bunkhouse 45'	1S9HB44392C650057/602	B	#8	2002	11.00	35,028.00	29,190.00	-	-	-		-	29,190.00	5,096.85	324.28	-	-	-	-	-	58.57	93.00	6,442.06	2,363.16
02 Bunkhouse 45' (trailer)			#8	2002	11.00	-	5,838.00	-	-	-		449.08	449.08	4,939.85	-	-	-	-	-	-	-	-	-	-
Comfort Star 2 tone AC bunk			#8	2010	3.00	3,200.00	3,200.00	1,066.67	-	-		-	1,066.67	3,200.00	-	-	-	-	-	-	-	-	-	-
05 Freightrd			#8	2011	2.00	25,550.00	25,550.00	-	3,650.00	-		-	3,650.00	7,300.00	-	-	997.53	3,479.34	5,967.52	10,224.00	360.74	-	100.00	-	-
						63,778.00	63,778.00	1,066.67	3,650.00	-		449.08	5,165.74	44,529.85	5,096.85	324.28	997.53	3,479.34	5,967.52	10,224.00	360.74	58.57	193.00	6,442.06	2,363.16
02 Bunkhouse R&D 45'	5CZ300R372111611?/90	WA	#9	2002	11.00	35,028.00	29,190.00	-	-	-		-	29,190.00	7,004.52	324.28	-	-	-	-	-	58.57	25.00	3,061.50	2,363.16
02 Bunkhouse R&D 45' (trailer)			#9	2002	11.00	-	5,838.00	-	-	-		449.08	449.08	4,939.85	-	-	-	-	-	-	-	-	-	-
Comfort Star 2 tone AC bunk			#9	2010	3.00	3,200.00	3,200.00	1,066.67	-	-		-	1,066.67	3,200.00	-	-	-	-	-	-	-	-	-	-
03 Picentury			#9	2007	6.00	34,856.00	34,856.00	-	4,979.43	-		-	4,979.43	29,876.57	-	-	997.53	3,479.34	2,347.66	10,224.00	141.92	-	100.00	-	-
						73,084.00	73,084.00	1,066.67	4,979.43	-		449.08	6,495.17	67,206.42	7,004.52	324.28	997.53	3,479.34	2,347.66	10,224.00	141.92	58.57	125.00	3,061.50	2,363.16
02 [illegible]raft Bunkhouse	1S9HB4230VC650024/34	WA	#10	2003	10.00	23,709.00	19,754.17	-	-	-		-	19,754.17	9,189.39	324.28	-	-	-	-	-	58.57	25.00	3,061.50	2,363.16
02 Space Craft Bunkhouse			#10	2003	10.00	-	3,950.83	-	-	-		303.91	303.91	3,039.10	-	-	-	-	-	-	-	-	-	-
Comfort Star 2 tone AC bunk			#10	2010	3.00	3,478.00	3,478.00	1,159.33	-	-		-	1,159.33	3,478.00	-	-	-	-	-	-	-	-	-	-
93 Instructor			#10	1997	16.00	33,035.00	33,035.00	-	-	-		-	-	33,035.00	-	-	997.53	3,479.34	2,347.66	10,224.00	141.92	-	100.00	-	-
						60,218.00	60,218.00	1,159.33	-	-		303.91	1,463.24	59,306.27	6,189.39	324.28	997.53	3,479.34	2,347.66	10,224.00	141.92	58.57	125.00	3,061.50	2,363.16
88 Alloy Trl SS8019	1ALSP6181HS871578/M	B	#11	2003	10.00	2,500.00	2,500.00	-	-	-		192.31	192.31	1,923.08	5,096.85	324.28	-	-	-	-	58.57	30.00	6,442.06	2,363.16
Estimated buildout (bunkhouse)			#11	2003	10.00	33,750.00	33,750.00	-	-	-		-	-	33,750.00	-	-	-	-	-	-	-	-	-	-
08Freightlcas			#11	2012	1.00	45,089.00	45,089.00	-	6,441.29	-		-	6,441.29	6,441.29	-	-	997.53	3,479.34	5,967.52	10,224.00	360.74	-	100.00	-	-
						81,339.00	81,339.00	-	6,441.29	-		192.31	6,633.59	42,114.36	5,096.85	324.28	997.53	3,479.34	5,967.52	10,224.00	360.74	58.57	130.00	6,442.06	2,363.16
Reefer Trailer	1UYVS2484LU270438/SSB	L	#12	2003	10.00	5,200.00	5,200.00	-	-	-		400.00	400.00	4,000.00	5,096.85	-	-	-	-	-	58.57	10.00	3,061.53	2,363.16
Estimated buildout (bunkhouse)			#12	2003	10.00	33,750.00	33,750.00	-	-	-		-	-	33,750.00	-	-	-	-	-	-	-	-	-	-
08Freightlcas			#12	2012	1.00	45,089.00	45,089.00	-	6,441.29	-		-	6,441.29	6,441.29	-	324.28	997.53	3,479.34	3,975.74	10,224.00	240.34	-	100.00	-	-
						84,039.00	84,039.00	-	6,441.29	-		400.00	6,841.29	44,191.29	5,096.85	324.28	997.53	3,479.34	3,975.74	10,224.00	240.34	58.57	110.00	3,061.53	2,363.16
92 Ameri Com Trl 12355	1UYVS2482NU672803/550	L	#13	2003	10.00	1,232.00	1,232.00	-	-	-		94.77	94.77	947.69	5,096.85	-	-	-	-	-	58.57	10.00	3,061.53	2,363.16
Estimated buildout (bunkhouse)			#13	2003	10.00	33,750.00	33,750.00	-	-	-		-	-	33,750.00	-	-	-	-	-	-	-	-	-	-
08Freightlcas			#13	2012	1.00	45,089.00	45,089.00	-	6,441.29	-		-	6,441.29	6,441.29	-	324.28	997.53	3,479.34	3,975.74	10,224.00	240.34	-	100.00	-	-
						80,071.00	80,071.00	-	6,441.29	-		94.77	6,536.06	41,138.98	5,096.85	324.28	997.53	3,479.34	3,975.74	10,224.00	240.34	58.57	110.00	3,061.53	2,363.16
99 Lcl Prop Trl SA29H7	1UYVS2486XM667605/572	M	#14	2003	10.00	1,000.00	1,000.00	-	-	-		230.77	230.77	2,307.69	6,677.60	-	-	-	-	-	58.57	10.00	3,061.53	2,363.16
Estimated buildout (bunkhouse)			#14	2003	10.00	33,750.00	33,750.00	-	-	-		-	-	33,750.00	-	-	-	-	-	-	-	-	-	-
90 Intl 4900			#14	1990	23.00	38,100.00	38,100.00	-	-	-		-	-	38,100.00	-	969.70	997.53	3,479.34	4,758.53	10,224.00	287.66	-	100.00	-	-
						74,850.00	74,850.00	-	-	-		230.77	230.77	74,157.69	6,677.60	969.70	997.53	3,479.34	4,758.53	10,224.00	287.66	58.57	110.00	3,061.53	2,363.16

Butler's Exh 31 p 001 Butler 01686

Trailer	1PT01DNH7P901 | 703600	#15	2004	9.00	5,000.00	5,000.00					284.62	284.62	3,451.34	5,096.85								58.57	10.00	3,061.53	7,363.16
Estimated buildout (bunkhouse)		#15	2004	9.00	35,000.00	35,000.00							35,000.00												
07Tractor		#15	2010	3.00	34,000.00	34,000.00		4,857.14				5,857.14	14,571.43		324.28	997.53	3,479.34	3,975.74	10,224.00	240.34		100.00		
					74,000.00	74,000.00		4,857.14			284.62	5,241.76	53,022.97	5,096.85	324.28	997.53	3,479.34	3,975.74	10,224.00	240.34	58.57	110.00	3,061.53	7,363.16
Trailer	1PT01DNH7P901 | 607/598	#16	2004	9.00	5,000.00	5,000.00					284.62	284.62	3,451.34	5,096.85								58.57	10.00	3,061.53	7,363.16
Estimated buildout (bunkhouse)		#16	2004	9.00	35,000.00	35,000.00							35,000.00												
07Tractor		#16	2010	3.00	34,000.00	34,000.00		4,857.14				5,857.14	14,571.43		324.28	997.53	3,479.34	3,975.74	10,224.00	240.34		100.00		
					74,000.00	74,000.00		4,857.14			284.62	5,241.76	53,022.97	5,096.85	324.28	997.53	3,479.34	3,975.74	10,224.00	240.34	58.57	110.00	3,061.53	7,363.16
Lightning bunk on reefer	CA790CT1099/228	#17	2004	9.00	7,625.00	7,625.00					284.62	284.62	3,776.85	5,096.85								58.57	25.00	3,061.53	7,363.16
Estimated buildout (bunkhouse)		#17	2004	9.00	35,000.00	35,000.00							35,000.00												
07Tractor		#17	2010	3.00	34,000.00	34,000.00		4,857.14				5,857.14	14,571.43		324.28	997.53	3,479.34	3,975.74	10,224.00	240.34		100.00		
					76,625.00	76,625.00		4,857.14			284.62	5,441.68	54,850.77	5,096.85	324.28	997.53	3,479.34	3,975.74	10,224.00	240.34	58.57	125.00	3,061.53	7,363.16
Bunkhouse 48' Reefer self	1H2R9H3ZCH053445/648	#18	2005	8.00	15,013.00	12,512.50					192.50	192.50	12,512.50	5,096.85								58.57	75.00	3,061.53	7,363.16
Bunkhouse 48' Reefer self (trailer)		#18	2005	8.00		2,502.50							2,502.50												
07Tractor		#18	2010	3.00	34,000.00	34,000.00		4,857.14				5,857.14	14,571.43		324.28	997.53	3,479.34	3,975.74	10,224.00	297.66		100.00		
					49,013.00	49,013.00		4,857.14			192.50	5,049.64	29,623.93	5,096.85	324.28	997.53	3,479.34	3,975.74	10,224.00	297.66	58.57	175.00	3,061.53	7,363.16
Skyway Reef	1UYVS2535TU956115/152	#19	2006	5.00	5,951.00	5,951.00					457.77	457.77	2,288.85	5,096.85								58.57	41.00	3,061.53	7,363.16
Estimated buildout (bunkhouse)		#19	2006	5.00	40,000.00	40,000.00			6,666.67			6,666.67	33,333.33												
07Tractor		#19	2010	3.00	34,000.00	34,000.00		4,857.14				4,857.14	14,571.43		324.28	997.53	3,479.34	4,758.53	10,224.00	297.66		100.00		
					79,951.00	79,951.00		4,857.14	6,666.67		457.77	11,981.58	50,193.61	5,096.85	324.28	997.53	3,479.34	4,758.53	10,224.00	297.66	58.57	141.00	3,061.53	7,363.16
98TRL Reefer	1PT01AD2JW900955/650	#20	2008	5.00	5,951.00	5,951.00					457.77	457.77	2,288.85	5,096.85								58.57	31.00	3,061.53	7,363.16
Estimated buildout (bunkhouse)		#20	2008	5.00	40,000.00	40,000.00			6,666.67			6,666.67	33,333.33												
07#450		#20	2007	6.00	39,179.00	39,179.00		5,597.00				5,597.00	33,582.00		324.28	997.53	3,479.34	4,758.53	10,224.00	297.66		100.00		
					85,130.00	85,130.00		5,597.00	6,666.67		457.77	12,721.44	69,204.18	5,096.85	324.28	997.53	3,479.34	4,758.53	10,224.00	297.66	58.57	131.00	3,061.53	7,363.16
97 Utility Ref	1UYVS2535VU165016/295	#21	2008	5.00	5,951.00	5,951.00					457.77	457.77	2,288.85	5,096.85								58.57	31.00	3,061.53	7,363.16
Estimated buildout (bunkhouse)		#21	2008	5.00	40,000.00	40,000.00			6,666.67			6,666.67	33,333.33												
08#450		#21	2007	6.00	43,297.00	43,297.00		6,185.29				6,185.29	37,111.71		324.28	997.53	3,479.34	4,758.53	10,224.00	297.66		100.00		
					89,248.00	89,248.00		6,185.29	6,666.67		457.77	13,329.73	77,733.89	5,096.85	324.28	997.53	3,479.34	4,758.53	10,224.00	297.66	58.57	131.00	3,061.53	7,363.16
99 WISHTRL Bunk	13VS32J464L538068/787	#22	2012	1.00	49,624.00	41,353.33			6,892.22			6,892.22	6,892.22	5,096.85	324.28							58.57	38.00	3,061.53	7,363.16
99 WISHTRL Bunk (trailer)		#22	2012	1.00		8,270.67					636.21	636.21	636.21												
03 Ford #450		#22	2007	6.00	43,569.00	43,569.00		6,223.57				6,223.57	37,345.43			997.53	3,479.34	4,758.53	10,224.00	297.66		100.00		
					93,193.00	93,193.00		6,223.57	6,892.22		636.21	13,752.00	44,869.85	5,096.85	324.28	997.53	3,479.34	4,758.53	10,224.00	297.66	58.57	138.00	3,061.53	7,363.16
99 WISHTRL Bunk	13VS32J464L538471/780	#23	2012	1.00	49,624.00	41,353.33			6,892.22			6,892.22	6,892.22	5,096.85	324.28							58.57	38.00	6,443.06	7,363.16
99 WISHTRL Bunk (trailer)		#23	2012	1.00		8,270.67					636.21	636.21	636.21												
08 Ford #450		#23	2007	6.00	43,297.00	43,297.00		6,185.29				6,185.29	37,111.71			997.53	3,479.34	5,967.53	10,224.00	360.74		100.00		
					92,921.00	92,921.00		6,185.29	6,892.22		636.21	13,713.71	44,640.14	5,096.85	324.28	997.53	3,479.34	5,967.53	10,224.00	360.74	58.57	138.00	6,443.06	7,363.16
99 WISHTRL Bunk	13VS32J464L538147/778	#24	2012	1.00	49,624.00	41,354.17			6,892.36			6,892.36	6,892.36	5,096.85	324.28							58.57	38.00	6,443.06	7,363.16
99 WISHTRL Bunk (trailer)		#24	2012	1.00		8,270.83					636.32	636.32	636.32												
08 Ford #450		#24	2007	6.00	43,297.00	43,297.00		6,185.29				6,185.29	37,111.71			997.53	3,479.34	5,967.53	10,224.00	360.74		100.00		
					92,921.00	92,921.00		6,185.29	6,892.36		636.32	13,713.86	44,640.19	5,096.85	324.28	997.53	3,479.34	5,967.53	10,224.00	360.74	58.57	138.00	6,443.06	7,363.16
					1,031,299.00	1,031,299.00	5,459.33	121,834.57	40,678.81	7,720.51	129,711.34	1,184,705.89	126,593.39	8,426.14	23,940.61	83,804.19	118,767.86	245,376.00	7,179.63	1,495.68	3,060.00	110,062.49	267,110.93
Bunkhouse cost calculation #1																									
Total cost of equipment (Truck + Bunkhouse)						78,339.00																			
Depreciation to date						39,681.29																			
Net investment						38,657.71																			
5.5% of net investment						2,129.62																			
Total annual cost (D+N+T+O+I)						55,089.33																			
Cost per week @ 25 weeks						1,209.17																			
Number of residence per bunkhouse						10.00																			
Housing cost per employee per week						120.83																			
Bunkhouse cost calculation #2																									
Total cost of equipment (Truck + Bunkhouse)						77,959.00																			
Depreciation to date						39,944.14																			
Net investment						38,014.86																			
5.5% of net investment						2,090.77																			
Total annual cost (D+N+T+O+I)						43,863.47																			
Cost per week @ 25 weeks						1,252.24																			
Number of residence per bunkhouse						10.00																			
Housing cost per employee per week						125.12																			
Bunkhouse cost calculation #3																									
Total cost of equipment (Truck + Bunkhouse)						78,727.00																			
Depreciation to date						40,293.57																			
Net investment						38,433.43																			
5.5% of net investment						2,113.84																			
Total annual cost (D+N+T+O+I)						43,950.47																			
Cost per week @ 25 weeks						1,255.16																			
Number of residence per bunkhouse						10.00																			
Housing cost per employee per week						125.52																			
Bunkhouse cost calculation #4																									
Total cost of equipment (Truck + Bunkhouse)						73,415.00																			
Depreciation to date						34,843.47																			
Net investment						38,571.53																			

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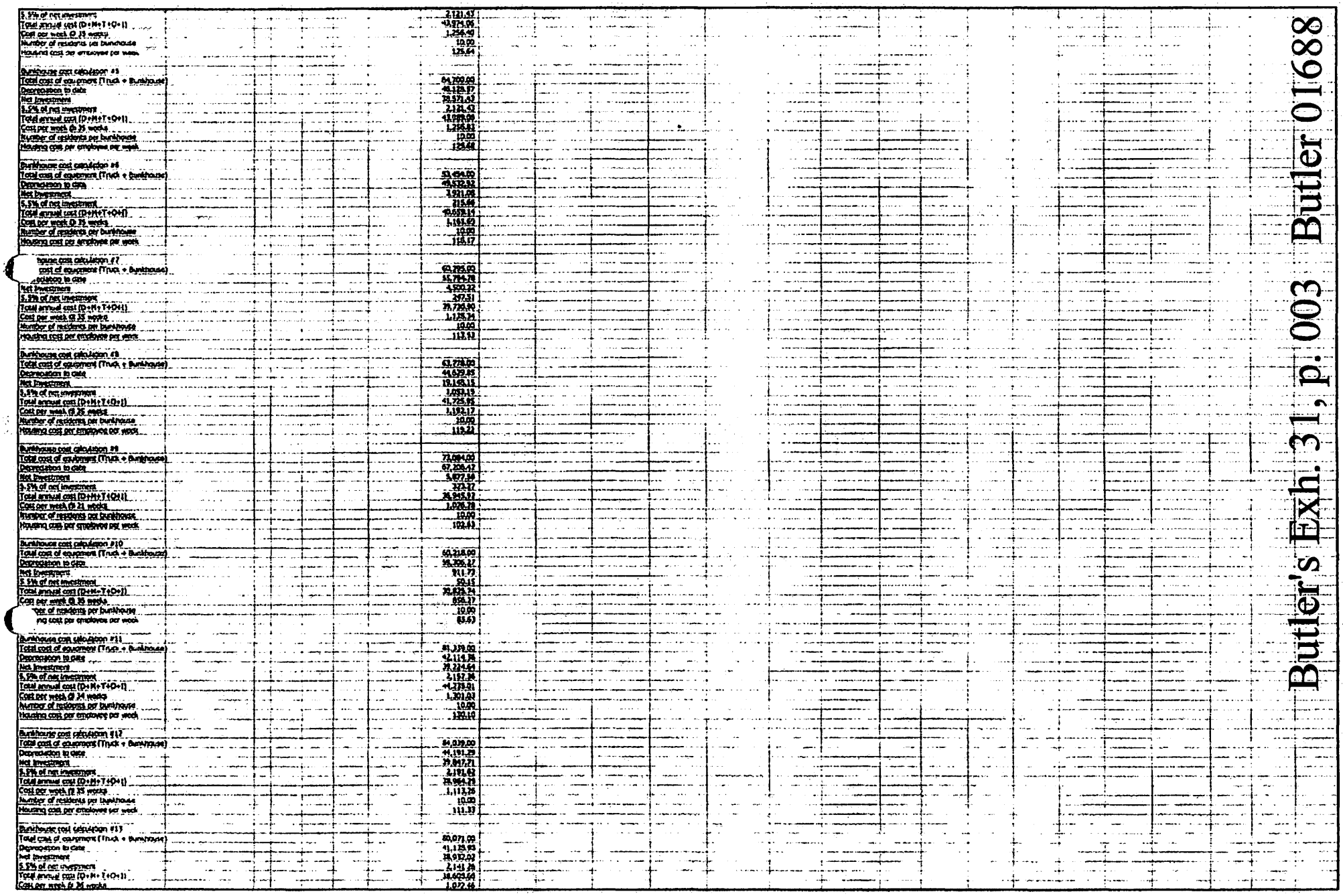

5.5% of net investment	2,121.47
Total annual cost (D+M+T+O+I)	49,571.05
Cost per week @ 35 weeks	1,254.49
Number of residents per bunkhouse	10.00
Housing cost per employee per week	125.64
Bunkhouse cost calculation #8	
Total cost of equipment (Truck + Bunkhouse)	84,700.00
Depreciation to date	46,128.97
Net investment	38,571.03
5.5% of net investment	2,121.47
Total annual cost (D+M+T+O+I)	43,099.09
Cost per week @ 35 weeks	1,245.83
Number of residents per bunkhouse	10.00
Housing cost per employee per week	124.58
Bunkhouse cost calculation #9	
Total cost of equipment (Truck + Bunkhouse)	53,454.00
Depreciation to date	49,532.92
Net investment	3,921.08
5.5% of net investment	215.66
Total annual cost (D+M+T+O+I)	40,659.14
Cost per week @ 35 weeks	1,161.62
Number of residents per bunkhouse	10.00
Housing cost per employee per week	116.17
Bunkhouse cost calculation #7	
Total cost of equipment (Truck + Bunkhouse)	60,795.00
Depreciation to date	55,794.78
Net investment	5,000.22
5.5% of net investment	247.51
Total annual cost (D+M+T+O+I)	39,738.90
Cost per week @ 35 weeks	1,135.34
Number of residents per bunkhouse	10.00
Housing cost per employee per week	113.53
Bunkhouse cost calculation #8	
Total cost of equipment (Truck + Bunkhouse)	63,778.00
Depreciation to date	44,629.85
Net investment	19,148.15
5.5% of net investment	1,053.15
Total annual cost (D+M+T+O+I)	41,725.85
Cost per week @ 35 weeks	1,192.17
Number of residents per bunkhouse	10.00
Housing cost per employee per week	119.22
Bunkhouse cost calculation #9	
Total cost of equipment (Truck + Bunkhouse)	73,084.00
Depreciation to date	67,206.42
Net investment	5,877.58
5.5% of net investment	323.27
Total annual cost (D+M+T+O+I)	36,945.93
Cost per week @ 21 weeks	1,026.78
Number of residents per bunkhouse	10.00
Housing cost per employee per week	102.68
Bunkhouse cost calculation #10	
Total cost of equipment (Truck + Bunkhouse)	60,218.00
Depreciation to date	59,306.27
Net investment	911.73
5.5% of net investment	50.15
Total annual cost (D+M+T+O+I)	39,833.34
Cost per week @ 35 weeks	856.37
Number of residents per bunkhouse	10.00
Housing cost per employee per week	85.63
Bunkhouse cost calculation #11	
Total cost of equipment (Truck + Bunkhouse)	81,339.00
Depreciation to date	42,114.78
Net investment	39,224.64
5.5% of net investment	2,157.36
Total annual cost (D+M+T+O+I)	44,279.01
Cost per week @ 34 weeks	1,301.03
Number of residents per bunkhouse	10.00
Housing cost per employee per week	130.10
Bunkhouse cost calculation #12	
Total cost of equipment (Truck + Bunkhouse)	84,039.00
Depreciation to date	44,191.29
Net investment	39,847.71
5.5% of net investment	2,191.63
Total annual cost (D+M+T+O+I)	38,964.29
Cost per week @ 35 weeks	1,113.78
Number of residents per bunkhouse	10.00
Housing cost per employee per week	111.37
Bunkhouse cost calculation #13	
Total cost of equipment (Truck + Bunkhouse)	80,071.00
Depreciation to date	41,133.93
Net investment	38,937.07
5.5% of net investment	2,141.39
Total annual cost (D+M+T+O+I)	36,609.64
Cost per week @ 34 weeks	1,077.46

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Number of residents per bunkhouse	9.00
Housing cost per employee per week	119.16
Bunkhouse cost calculation #14	
Total cost of equipment (Truck + Bunkhouse)	74,850.00
Depreciation to date	54,137.68
Net investment	692.31
5.5% of net investment	38.08
Total annual cost (D+M+T+O+I)	13,264.47
Cost per week @ 35 weeks	955.18
Number of residents per bunkhouse	10.00
Housing cost per employee per week	99.07
Bunkhouse cost calculation #15	
Total cost of equipment (Truck + Bunkhouse)	74,000.00
Depreciation to date	53,034.97
Net investment	20,957.03
5.5% of net investment	1,153.19
Total annual cost (D+M+T+O+I)	36,326.79
Cost per week @ 35 weeks	1,009.06
Number of residents per bunkhouse	9.00
Housing cost per employee per week	112.12
Bunkhouse cost calculation #16	
Total cost of equipment (Truck + Bunkhouse)	74,000.00
Depreciation to date	53,032.97
Net investment	20,967.03
5.5% of net investment	1,153.19
Total annual cost (D+M+T+O+I)	36,326.79
Cost per week @ 35 weeks	1,009.06
Number of residents per bunkhouse	9.00
Housing cost per employee per week	112.12
Bunkhouse cost calculation #17	
Total cost of equipment (Truck + Bunkhouse)	79,825.00
Depreciation to date	54,450.27
Net investment	21,774.73
5.5% of net investment	1,197.61
Total annual cost (D+M+T+O+I)	36,537.64
Cost per week @ 35 weeks	1,015.27
Number of residents per bunkhouse	9.00
Housing cost per employee per week	112.81
Bunkhouse cost calculation #18	
Total cost of equipment (Truck + Bunkhouse)	97,015.00
Depreciation to date	76,623.93
Net investment	20,391.07
5.5% of net investment	1,121.51
Total annual cost (D+M+T+O+I)	35,957.81
Cost per week @ 35 weeks	1,192.18
Number of residents per bunkhouse	10.00
Housing cost per employee per week	119.22
Bunkhouse cost calculation #19	
Total cost of equipment (Truck + Bunkhouse)	79,951.00
Depreciation to date	50,193.61
Net investment	29,757.39
5.5% of net investment	1,636.66
Total annual cost (D+M+T+O+I)	44,410.09
Cost per week @ 35 weeks	1,268.88
Number of residents per bunkhouse	10.00
Housing cost per employee per week	126.89
Bunkhouse cost calculation #20	
Total cost of equipment (Truck + Bunkhouse)	85,130.00
Depreciation to date	69,204.18
Net investment	15,925.82
5.5% of net investment	875.92
Total annual cost (D+M+T+O+I)	44,779.81
Cost per week @ 35 weeks	1,257.99
Number of residents per bunkhouse	10.00
Housing cost per employee per week	125.80
Bunkhouse cost calculation #21	
Total cost of equipment (Truck + Bunkhouse)	89,450.00
Depreciation to date	72,733.89
Net investment	16,716.11
5.5% of net investment	919.39
Total annual cost (D+M+T+O+I)	45,003.45
Cost per week @ 35 weeks	1,720.79
Number of residents per bunkhouse	10.00
Housing cost per employee per week	172.08
Bunkhouse cost calculation #22	
Total cost of equipment (Truck + Bunkhouse)	93,189.00
Depreciation to date	44,869.86
Net investment	48,319.14
5.5% of net investment	2,657.35
Total annual cost (D+M+T+O+I)	97,192.01
Cost per week @ 21 weeks	2,347.57
Number of residents per bunkhouse	10.00
Housing cost per employee per week	234.76

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Bunkhouse cost calculation (-27)	
Total cost of equipment (Truck + Bunkhouse)	91,921.00
Depreciation to date	44,660.13
Net Investment	48,260.87
5.5% of net investment	2,655.35
Total annual cost (D+H+I+J+K)	51,801.71
Cost per week @ 21 weeks	2,467.70
Number of residents per bunkhouse	10.00
Housing cost per employee per week	246.77
Bunkhouse cost calculation (-28)	
Total cost of equipment (Truck + Bunkhouse)	91,922.00
Depreciation to date	44,660.57
Net Investment	48,261.71
5.5% of net investment	2,655.39
Total annual cost (D+H+I+J+K)	51,801.49
Cost per week @ 21 weeks	2,467.69
Number of residents per bunkhouse	10.00
Housing cost per employee per week	246.77
Average housing cost per employee per week	134.29

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Butler Amusements Inc
H2B bunkhouse and travel costs
Year 2013

Summary:
Ave housing costs per employee per week 134.39

Bunkhouse expenditures	VIN/Ref#	Unit	Calc #	Year acq	Depn yrs	Cost	Cost/piece	A/C 3 yr	Semi 7 yr	Bunkhouse 6 yr	Trailer 13 yr	D Current yr depn	Depn to date	M R/M bunkhouse	M Mattresses
97 Beck Bunk 48'	1B9BF4831T1292146/142	B	#1	1996	17.00	30,000.00	25,000.00	-	-	-	-	-	25,000.00	5,096.78	324.28
97 Beck Bunk 48' (trailer)			#1	1996	17.00	-	5,000.00	-	-	-	-	-	5,000.00	-	-
Comfort Star 2 tone AC bunk			#1	2010	3.00	3,250.00	3,250.00	1,083.33	-	-	-	1,083.33	3,250.00	-	-
08Freightlcas			#1	2012	1.00	45,089.00	45,089.00	-	6,441.29	-	-	6,441.29	6,441.29	-	-
						78,339.00	78,339.00	1,083.33	6,441.29	-	-	7,524.62	39,691.29	5,096.78	324.28
97 Beck Bunk 43'	1B9BF4334V1292166/498	B	#2	1997	16.00	32,300.00	26,916.67	-	-	-	-	-	26,916.67	5,096.85	324.28
97 Beck Bunk 43' (trailer)			#2	1997	16.00	-	5,383.33	-	-	-	-	-	5,383.33	-	-
Air conditioner			#2	2009	4.00	1,310.00	1,310.00	-	-	-	-	-	1,310.00	-	-
08Freightlcas			#2	2012	1.00	44,339.00	44,339.00	-	6,334.14	-	-	6,334.14	6,334.14	-	-
						77,949.00	77,949.00	-	6,334.14	-	-	6,334.14	39,944.14	5,096.85	324.28
97 Beck Bunk 43'	1B9BF4333V1292160/496	B	#3	1997	16.00	32,300.00	26,916.67	-	-	-	-	-	26,916.67	5,096.85	324.28
97 Beck Bunk 43' (trailer)			#3	1997	16.00	-	5,383.33	-	-	-	-	-	5,383.33	-	-
Air conditioner			#3	2009	4.00	1,588.00	1,588.00	-	-	-	-	-	1,588.00	-	-
08Freightlcas			#3	2012	1.00	44,839.00	44,839.00	-	6,405.57	-	-	6,405.57	6,405.57	-	-
						78,727.00	78,727.00	-	6,405.57	-	-	6,405.57	40,293.57	5,096.85	324.28
88 Frueh Doltrl #5103	1H2R04525JH055465/154	B	#4	1997	16.00	2,165.00	2,165.00	-	-	-	-	-	2,165.00	5,096.85	324.28
Estimated buildout (bunkhouse)			#4	1997	16.00	26,250.00	26,250.00	-	-	-	-	-	26,250.00	-	-
08Inststar			#4	2012	1.00	45,000.00	45,000.00	-	6,428.57	-	-	6,428.57	6,428.57	-	-
						73,415.00	73,415.00	-	6,428.57	-	-	6,428.57	34,843.57	5,096.85	324.28
98 Beck Bunk	1B98F4733W1292185/504	B	#5	1998	15.00	39,700.00	33,083.33	-	-	-	-	-	33,083.33	5,096.85	324.28
98 Beck Bunk (trailer)	1B98F4733W1292185/505	B	#5	1998	15.00	-	6,616.67	-	-	-	-	-	6,616.67	-	-
08Inststar			#5	2012	1.00	45,000.00	45,000.00	-	6,428.57	-	-	6,428.57	6,428.57	-	-
						84,700.00	84,700.00	-	6,428.57	-	-	6,428.57	46,128.57	5,096.85	324.28
01 Owen Bunkhouse	1C903V48X11139367/22	B	#6	2001	12.00	25,000.00	20,833.33	-	-	-	-	-	20,833.33	5,096.85	-
01 Owen Bunkhouse (trailer)			#6	2001	12.00	-	4,166.67	-	-	-	320.51	320.51	3,846.15	-	-
Comfort Star 2 tone AC bunk			#6	2010	3.00	3,250.00	3,250.00	1,083.33	-	-	-	1,083.33	3,250.00	-	324.28
01 Intl 9400			#6	2007	6.00	25,204.00	25,204.00	-	3,600.57	-	-	3,600.57	21,603.43	-	-
						53,454.00	53,454.00	1,083.33	3,600.57	-	320.51	5,004.42	49,532.92	5,096.85	324.
02 Bunkhouse 45'	1C903V48411139378/68	B	#7	2002	11.00	35,092.00	29,243.33	-	-	-	-	-	29,243.33	5,096.85	324.28
02 Bunkhouse 45' (trailer)			#7	2002	11.00	-	5,848.67	-	-	-	449.90	449.90	4,948.87	-	-
01 Intl 9400			#7	2007	6.00	25,203.00	25,203.00	-	3,600.43	-	-	3,600.43	21,602.57	-	-
						60,295.00	60,295.00	-	3,600.43	-	449.90	4,050.33	55,794.78	5,096.85	324.28
02 Bunkhouse 45'	1S9HB44392C650057/602	B	#8	2002	11.00	35,028.00	29,190.00	-	-	-	-	-	29,190.00	5,096.85	324.28
02 Bunkhouse 45' (trailer)			#8	2002	11.00	-	5,838.00	-	-	-	449.08	449.08	4,939.85	-	-
Comfort Star 2 tone AC bunk			#8	2010	3.00	3,200.00	3,200.00	1,066.67	-	-	-	1,066.67	3,200.00	-	-
05 Freightlrcl			#8	2011	2.00	25,550.00	25,550.00	-	3,650.00	-	-	3,650.00	7,300.00	-	-
						63,778.00	63,778.00	1,066.67	3,650.00	-	449.08	5,165.74	44,629.85	5,096.85	324.28
02 Bunkhouse RBD 45'	5CZ300R3721116113/90	WA	#9	2002	11.00	35,028.00	29,190.00	-	-	-	-	-	29,190.00	7,004.52	324.28
02 Bunkhouse RBD 45' (trailer)			#9	2002	11.00	-	5,838.00	-	-	-	449.08	449.08	4,939.85	-	-
Comfort Star 2 tone AC bunk			#9	2010	3.00	3,200.00	3,200.00	1,066.67	-	-	-	1,066.67	3,200.00	-	-
03 Ficentury			#9	2007	6.00	34,856.00	34,856.00	-	4,979.43	-	-	4,979.43	29,876.57	-	-
						73,084.00	73,084.00	1,066.67	4,979.43	-	449.08	6,495.17	67,206.42	7,004.52	324.28
02 Space Craft Bunkhouse	1S9HB4230VC650024/34	WA	#10	2003	10.00	23,705.00	19,754.17	-	-	-	-	-	19,754.17	6,189.39	324.28

02 Space Craft Bunkhouse			#10	2003	10.00	-	3,950.83	-	-	-	303.91	303.91	3,039.10	-	-
Comfort Star 2 tone AC bunk			#10	2010	3.00	3,478.00	3,478.00	1,159.33	-	-	-	1,159.33	3,478.00	-	-
93 Intltractor			#10	1997	16.00	33,035.00	33,035.00	-	-	-	-	-	33,035.00	-	-
						60,218.00	60,218.00	1,159.33	-	-	303.91	1,463.24	59,306.27	6,189.39	324.28
													-		
88 Alloy Trl SS8019	1ALSP6181HS871578/4	B	#11	2003	10.00	2,500.00	2,500.00	-	-	-	192.31	192.31	1,923.08	5,096.85	324.28
Estimated buildout (bunkhouse)			#11	2003	10.00	33,750.00	33,750.00	-	-	-	-	-	33,750.00	-	-
08Freightlcas			#11	2012	1.00	45,089.00	45,089.00	-	6,441.29	-	-	6,441.29	6,441.29	-	-
						81,339.00	81,339.00	-	6,441.29	-	192.31	6,633.59	42,114.36	5,096.85	324.28
													-		
Reefer Trailer	1UYVS2484LU270438/558	L	#12	2003	10.00	5,200.00	5,200.00	-	-	-	400.00	400.00	4,000.00	5,096.85	-
Estimated buildout (bunkhouse)			#12	2003	10.00	33,750.00	33,750.00	-	-	-	-	-	33,750.00	-	-
08Freightlcas			#12	2012	1.00	45,089.00	45,089.00	-	6,441.29	-	-	6,441.29	6,441.29	-	324.28
						84,039.00	84,039.00	-	6,441.29	-	400.00	6,841.29	44,191.29	5,096.85	324.28
92 Ameri Com Trl 12355	1UYVS2482NU672803/550	L	#13	2003	10.00	1,232.00	1,232.00	-	-	-	94.77	94.77	947.69	5,096.85	-
Estimated buildout (bunkhouse)			#13	2003	10.00	33,750.00	33,750.00	-	-	-	-	-	33,750.00	-	-
08Freightlcas			#13	2012	1.00	45,089.00	45,089.00	-	6,441.29	-	-	6,441.29	6,441.29	-	324.28
						80,071.00	80,071.00	-	6,441.29	-	94.77	6,536.05	41,138.98	5,096.85	324.
94 Util Drop Trl SA2947	1UYVS2486SM657605/572	M	#14	2003	10.00	3,000.00	3,000.00	-	-	-	230.77	230.77	2,307.69	6,677.60	-
Estimated buildout (bunkhouse)			#14	2003	10.00	33,750.00	33,750.00	-	-	-	-	-	33,750.00	-	-
90 Intl 4900			#14	1990	23.00	38,100.00	38,100.00	-	-	-	-	-	38,100.00	-	969.70
						74,850.00	74,850.00	-	-	-	230.77	230.77	74,157.69	6,677.60	969.70
Trailer	1PT01DNH9P9011703/600	L	#15	2004	9.00	5,000.00	5,000.00	-	-	-	384.62	384.62	3,461.54	5,096.85	-
Estimated buildout (bunkhouse)			#15	2004	9.00	35,000.00	35,000.00	-	-	-	-	-	35,000.00	-	-
07Fltractor			#15	2010	3.00	34,000.00	34,000.00	-	4,857.14	-	-	4,857.14	14,571.43	-	324.28
						74,000.00	74,000.00	-	4,857.14	-	384.62	5,241.76	53,032.97	5,096.85	324.28
Trailer	1PT01DNH7P9011697/598	L	#16	2004	9.00	5,000.00	5,000.00	-	-	-	384.62	384.62	3,461.54	5,096.85	-
Estimated buildout (bunkhouse)			#16	2004	9.00	35,000.00	35,000.00	-	-	-	-	-	35,000.00	-	-
07Fltractor			#16	2010	3.00	34,000.00	34,000.00	-	4,857.14	-	-	4,857.14	14,571.43	-	324.28
						74,000.00	74,000.00	-	4,857.14	-	384.62	5,241.76	53,032.97	5,096.85	324.28
Lighthouse bunk trl reefee	CA790CT1089/228	L	#17	2004	9.00	7,625.00	7,625.00	-	-	-	586.54	586.54	5,278.85	5,096.85	-
Estimated buildout (bunkhouse)			#17	2004	9.00	35,000.00	35,000.00	-	-	-	-	-	35,000.00	-	-
07Fltractor			#17	2010	3.00	34,000.00	34,000.00	-	4,857.14	-	-	4,857.14	14,571.43	-	324.28
						76,625.00	76,625.00	-	4,857.14	-	586.54	5,443.68	54,850.27	5,096.85	324.28
Bunkhouse 48' Reefer self	1H2R0452XJH055445/648	M	#18	2005	8.00	15,015.00	12,512.50	-	-	-	-	-	12,512.50	5,096.85	-
Bunkhouse 48' Reefer self (trailer)			#18	2005	8.00	-	2,502.50	-	-	-	192.50	192.50	1,540.00	-	-
07Fltractor			#18	2010	3.00	34,000.00	34,000.00	-	4,857.14	-	-	4,857.14	14,571.43	-	324.
						49,015.00	49,015.00	-	4,857.14	-	192.50	5,049.64	28,623.93	5,096.85	324.2
96Utility Ref	1UYVS2515TU856115/152	M	#19	2008	5.00	5,951.00	5,951.00	-	-	-	457.77	457.77	2,288.85	5,096.85	-
Estimated buildout (bunkhouse)			#19	2008	5.00	40,000.00	40,000.00	-	-	6,666.67	-	6,666.67	33,333.33		
07Fltractor			#19	2010	3.00	34,000.00	34,000.00	-	4,857.14	-	-	4,857.14	14,571.43	-	324.28
						79,951.00	79,951.00	-	4,857.14	6,666.67	457.77	11,981.58	50,193.61	5,096.85	324.28
98TRLMobRef	1PT01ACH7W9004958/660	M	#20	2008	5.00	5,951.00	5,951.00	-	-	-	457.77	457.77	2,288.85	5,096.85	-
Estimated buildout (bunkhouse)			#20	2008	5.00	40,000.00	40,000.00	-	-	6,666.67	-	6,666.67	33,333.33		
08F450			#20	2007	6.00	39,179.00	39,179.00	-	5,597.00	-	-	5,597.00	33,582.00	-	324.28
						85,130.00	85,130.00	-	5,597.00	6,666.67	457.77	12,721.44	69,204.18	5,096.85	324.28
97 Utility Ref	1UYVS2512VU165014/386	M	#21	2008	5.00	5,951.00	5,951.00	-	-	-	457.77	457.77	2,288.85	5,096.85	-
Estimated buildout (bunkhouse)			#21	2008	5.00	40,000.00	40,000.00	-	-	6,666.67	-	6,666.67	33,333.33		
08F450			#21	2007	6.00	43,297.00	43,297.00	-	6,185.29	-	-	6,185.29	37,111.71	-	324.28
						89,248.00	89,248.00	-	6,185.29	6,666.67	457.77	13,309.72	72,733.89	5,096.85	324.28
99 WBSHTRL Bunk	11JV532W6XL538048/782	M	#22	2012	1.00	49,624.00	41,353.33	-	-	6,892.22	-	6,892.22	6,892.22	5,096.85	324.28

99 WBSHTRL Bunk (trailer)			#22	2012	1.00	-	8,270.67	-	-	-	636.21	636.21	636.21	-	-
08 Ford F450			#22	2007	6.00	43,565.00	43,565.00	-	6,223.57	-	-	6,223.57	37,341.43	-	-
						93,189.00	93,189.00	-	6,223.57	6,892.22	636.21	13,752.00	44,869.86	5,096.85	324.28
								-	-	-	-		-		
99 WBSHTRL Bunk	1JJV532W6XL538471/780	B	#23	2012	1.00	49,624.00	41,353.33	-	-	6,892.22	-	6,892.22	6,892.22	5,096.85	324.28
99 WBSHTRL Bunk (trailer)			#23	2012	1.00	-	8,270.67	-	-	-	636.21	636.21	636.21	-	-
08 Ford F450			#23	2007	6.00	43,297.00	43,297.00	-	6,185.29	-	-	6,185.29	37,111.71	-	-
						92,921.00	92,921.00	-	6,185.29	6,892.22	636.21	13,713.71	44,640.14	5,096.85	324.28
								-	-	-	-		-		
99 WBSHTRL Bunk	1JJV532W0XL538143/778	B	#24	2012	1.00	49,625.00	41,354.17	-	-	6,892.36	-	6,892.36	6,892.36	5,096.85	324.28
99 WBSHTRL Bunk (trailer)			#24	2012	1.00	-	8,270.83	-	-	-	636.22	636.22	636.22	-	-
08 Ford F450			#24	2007	6.00	43,297.00	43,297.00	-	6,185.29	-	-	6,185.29	37,111.71	-	-
						92,922.00	92,922.00	-	6,185.29	6,892.36	636.22	13,713.86	44,640.29	5,096.85	324.28
						1,831,259.00	1,831,259.00	5,459.33	121,854.57	40,676.81	7,720.53	175,711.24	1,194,795.80	126,905.29	8,428.14
Bunkhouse cost calculation #1															
Total cost of equipment (Truck + Bunkhouse)							78,339.00								
Depreciation to date							39,691.29								
Net Investment							38,647.71								
5.5% of net investment							2,125.62								
Total annual cost (D+M+T+O+I)							45,089.32								
Cost per week @ 35 weeks							1,288.27								
Number of residents per bunkhouse							10.00								
Housing cost per employee per week							128.83								
Bunkhouse cost calculation #2															
Total cost of equipment (Truck + Bunkhouse)							77,949.00								
Depreciation to date							39,944.14								
Net Investment							38,004.86								
5.5% of net investment							2,090.27								
Total annual cost (D+M+T+O+I)							43,863.47								
Cost per week @ 35 weeks							1,253.24								
Number of residents per bunkhouse							10.00								
Housing cost per employee per week							125.32								
Bunkhouse cost calculation #3															
Total cost of equipment (Truck + Bunkhouse)							78,727.00								
Depreciation to date							40,293.57								
Net Investment							38,433.43								
5.5% of net investment							2,113.84								
Total annual cost (D+M+T+O+I)							43,958.47								
Cost per week @ 35 weeks							1,255.96								
Number of residents per bunkhouse							10.00								
Housing cost per employee per week							125.60								
Bunkhouse cost calculation #4															
Total cost of equipment (Truck + Bunkhouse)							73,415.00								
Depreciation to date							34,843.57								
Net Investment							38,571.43								
5.5% of net investment							2,121.43								
Total annual cost (D+M+T+O+I)							43,974.06								
Cost per week @ 35 weeks							1,256.40								
Number of residents per bunkhouse							10.00								
Housing cost per employee per week							125.64								
Bunkhouse cost calculation #5															
Total cost of equipment (Truck + Bunkhouse)							84,700.00								
Depreciation to date							46,128.57								
Net Investment							38,571.43								
5.5% of net investment							2,121.43								
Total annual cost (D+M+T+O+I)							43,989.06								
Cost per week @ 35 weeks							1,256.83								
Number of residents per bunkhouse							10.00								

Housing cost per employee per week	125.68
Bunkhouse cost calculation #6	
Total cost of equipment (Truck + Bunkhouse)	53,454.00
Depreciation to date	49,532.92
Net Investment	3,921.08
5.5% of net investment	215.66
Total annual cost (D+M+T+O+I)	40,659.14
Cost per week @ 35 weeks	1,161.69
Number of residents per bunkhouse	10.00
Housing cost per employee per week	116.17
Bunkhouse cost calculation #7	
Total cost of equipment (Truck + Bunkhouse)	60,295.00
Depreciation to date	55,794.78
Net Investment	4,500.22
5.5% of net investment	247.51
Total annual cost (D+M+T+O+I)	39,736.90
Cost per week @ 35 weeks	1,135.34
Number of residents per bunkhouse	10.00
Housing cost per employee per week	113.53
Bunkhouse cost calculation #8	
Total cost of equipment (Truck + Bunkhouse)	63,778.00
Depreciation to date	44,629.85
Net Investment	19,148.15
5.5% of net investment	1,053.15
Total annual cost (D+M+T+O+I)	41,725.95
Cost per week @ 35 weeks	1,192.17
Number of residents per bunkhouse	10.00
Housing cost per employee per week	119.22
Bunkhouse cost calculation #9	
Total cost of equipment (Truck + Bunkhouse)	73,084.00
Depreciation to date	67,206.42
Net Investment	5,877.58
5.5% of net investment	323.27
Total annual cost (D+M+T+O+I)	36,945.92
Cost per week @ 21 weeks	1,026.28
Number of residents per bunkhouse	10.00
Housing cost per employee per week	102.63
Bunkhouse cost calculation #10	
Total cost of equipment (Truck + Bunkhouse)	60,218.00
Depreciation to date	59,306.27
Net Investment	911.73
5.5% of net investment	50.15
Total annual cost (D+M+T+O+I)	30,825.74
Cost per week @ 36 weeks	856.27
Number of residents per bunkhouse	10.00
Housing cost per employee per week	85.63
Bunkhouse cost calculation #11	
Total cost of equipment (Truck + Bunkhouse)	81,339.00
Depreciation to date	42,114.36
Net Investment	39,224.64
5.5% of net investment	2,157.36
Total annual cost (D+M+T+O+I)	44,235.01
Cost per week @ 34 weeks	1,301.03
Number of residents per bunkhouse	10.00
Housing cost per employee per week	130.10
Bunkhouse cost calculation #12	
Total cost of equipment (Truck + Bunkhouse)	84,039.00
Depreciation to date	44,191.29
Net Investment	39,847.71

5.5% of net investment	2,191.62
Total annual cost (D+M+T+O+I)	38,964.25
Cost per week @ 35 weeks	1,113.26
Number of residents per bunkhouse	10.00
Housing cost per employee per week	111.33
Bunkhouse cost calculation #13	
Total cost of equipment (Truck + Bunkhouse)	80,071.00
Depreciation to date	41,138.98
Net Investment	38,932.02
5.5% of net investment	2,141.26
Total annual cost (D+M+T+O+I)	38,608.66
Cost per week @ 36 weeks	1,072.46
Number of residents per bunkhouse	9.00
Housing cost per employee per week	119.16
Bunkhouse cost calculation #14	
Total cost of equipment (Truck + Bunkhouse)	74,850.00
Depreciation to date	74,157.69
Net Investment	692.31
5.5% of net investment	38.08
Total annual cost (D+M+T+O+I)	33,256.47
Cost per week @ 35 weeks	950.18
Number of residents per bunkhouse	10.00
Housing cost per employee per week	95.02
Bunkhouse cost calculation #15	
Total cost of equipment (Truck + Bunkhouse)	74,000.00
Depreciation to date	53,032.97
Net Investment	20,967.03
5.5% of net investment	1,153.19
Total annual cost (D+M+T+O+I)	36,326.29
Cost per week @ 36 weeks	1,009.06
Number of residents per bunkhouse	9.00
Housing cost per employee per week	112.12
Bunkhouse cost calculation #16	
Total cost of equipment (Truck + Bunkhouse)	74,000.00
Depreciation to date	53,032.97
Net Investment	20,967.03
5.5% of net investment	1,153.19
Total annual cost (D+M+T+O+I)	36,326.29
Cost per week @ 36 weeks	1,009.06
Number of residents per bunkhouse	9.00
Housing cost per employee per week	112.12
Bunkhouse cost calculation #17	
Total cost of equipment (Truck + Bunkhouse)	76,625.00
Depreciation to date	54,850.27
Net Investment	21,774.73
5.5% of net investment	1,197.61
Total annual cost (D+M+T+O+I)	36,587.64
Cost per week @ 36 weeks	1,016.32
Number of residents per bunkhouse	9.00
Housing cost per employee per week	112.92
Bunkhouse cost calculation #18	
Total cost of equipment (Truck + Bunkhouse)	49,015.00
Depreciation to date	28,623.93
Net Investment	20,391.07
5.5% of net investment	1,121.51
Total annual cost (D+M+T+O+I)	36,957.61
Cost per week @ 31 weeks	1,192.18
Number of residents per bunkhouse	10.00
Housing cost per employee per week	119.22

Bunkhouse cost calculation #19	
Total cost of equipment (Truck + Bunkhouse)	79,951.00
Depreciation to date	50,193.61
Net Investment	29,757.39
5.5% of net investment	1,636.66
Total annual cost (D+M+T+O+I)	44,410.69
Cost per week @ 35 weeks	1,268.88
Number of residents per bunkhouse	10.00
Housing cost per employee per week	126.89
Bunkhouse cost calculation #20	
Total cost of equipment (Truck + Bunkhouse)	85,130.00
Depreciation to date	69,204.18
Net Investment	15,925.82
5.5% of net investment	875.92
Total annual cost (D+M+T+O+I)	44,379.81
Cost per week @ 35 weeks	1,267.99
Number of residents per bunkhouse	10.00
Housing cost per employee per week	126.80
Bunkhouse cost calculation #21	
Total cost of equipment (Truck + Bunkhouse)	89,248.00
Depreciation to date	72,733.89
Net Investment	16,514.11
5.5% of net investment	908.28
Total annual cost (D+M+T+O+I)	45,000.45
Cost per week @ 26 weeks	1,730.79
Number of residents per bunkhouse	10.00
Housing cost per employee per week	173.08
Bunkhouse cost calculation #22	
Total cost of equipment (Truck + Bunkhouse)	93,189.00
Depreciation to date	44,869.86
Net Investment	48,319.14
5.5% of net investment	2,657.55
Total annual cost (D+M+T+O+I)	47,199.01
Cost per week @ 21 weeks	2,247.57
Number of residents per bunkhouse	10.00
Housing cost per employee per week	224.76
Bunkhouse cost calculation #23	
Total cost of equipment (Truck + Bunkhouse)	92,921.00
Depreciation to date	44,640.14
Net Investment	48,280.86
5.5% of net investment	2,655.45
Total annual cost (D+M+T+O+I)	51,821.22
Cost per week @ 21 weeks	2,467.68
Number of residents per bunkhouse	10.00
Housing cost per employee per week	246.77
Bunkhouse cost calculation #24	
Total cost of equipment (Truck + Bunkhouse)	92,922.00
Depreciation to date	44,640.29
Net Investment	48,281.71
5.5% of net investment	2,655.49
Total annual cost (D+M+T+O+I)	51,821.42
Cost per week @ 36 weeks	2,467.69
Number of residents per bunkhouse	10.00
Housing cost per employee per week	246.77
Average housing cost per employee per week	134.39

T	T	T	T	T	T	O	O	O
Insurance	R/M trucks	Fuel	Driver cost	ODOT/IFTA	Heavy Duty tax	Licenses	Rent	Utilities
-	-	-	-	-	58.57	25.00	6,442.06	2,363.25
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
997.53	3,479.34	5,967.52	10,224.00	360.74	-	100.00	-	-
997.53	3,479.34	5,967.52	10,224.00	360.74	58.57	125.00	6,442.06	2,363.25
-	-	-	-	-	58.57	25.00	6,442.06	2,363.16
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
997.53	3,479.34	5,967.52	10,224.00	360.74	-	100.00	-	-
997.53	3,479.34	5,967.52	10,224.00	360.74	58.57	125.00	6,442.06	2,363.16
-	-	-	-	-	58.57	25.00	6,442.06	2,363.16
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
997.53	3,479.34	5,967.52	10,224.00	360.74	-	100.00	-	-
997.53	3,479.34	5,967.52	10,224.00	360.74	58.57	125.00	6,442.06	2,363.16
-	-	-	-	-	58.57	10.00	6,442.06	2,363.16
-	-	-	-	-	-	-	-	-
997.53	3,479.34	5,967.52	10,224.00	360.74	-	100.00	-	-
997.53	3,479.34	5,967.52	10,224.00	360.74	58.57	110.00	6,442.06	2,363.16
-	-	-	-	-	58.57	25.00	6,442.06	2,363.16
-	-	-	-	-	-	-	-	-
997.53	3,479.34	5,967.52	10,224.00	360.74	-	100.00	-	-
997.53	3,479.34	5,967.52	10,224.00	360.74	58.57	125.00	6,442.06	2,363.16
-	-	-	-	-	58.57	25.00	6,442.06	2,363.16
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
997.53	3,479.34	5,967.52	10,224.00	360.74	-	100.00	-	-
997.53	3,479.34	5,967.52	10,224.00	360.74	58.57	125.00	6,442.06	2,363.16
-	-	-	-	-	58.57	25.00	6,442.06	2,363.16
-	-	-	-	-	-	-	-	-
997.53	3,479.34	5,967.52	10,224.00	360.74	-	100.00	-	-
997.53	3,479.34	5,967.52	10,224.00	360.74	58.57	125.00	6,442.06	2,363.16
-	-	-	-	-	58.57	93.00	6,442.06	2,363.16
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
997.53	3,479.34	5,967.52	10,224.00	360.74	-	100.00	-	-
997.53	3,479.34	5,967.52	10,224.00	360.74	58.57	193.00	6,442.06	2,363.16
-	-	-	-	-	58.57	25.00	3,061.50	2,363.16
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
997.53	3,479.34	2,347.66	10,224.00	141.92	-	100.00	-	-
997.53	3,479.34	2,347.66	10,224.00	141.92	58.57	125.00	3,061.50	2,363.16
-	-	-	-	-	58.57	25.00	3,061.50	2,363.16

-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
997.53	3,479.34	2,347.66	10,224.00	141.92	-	100.00	-	-
997.53	3,479.34	2,347.66	10,224.00	141.92	58.57	125.00	3,061.50	2,363.16
-	-	-	-	-	58.57	30.00	6,442.06	2,363.16
-	-	-	-	-	-	-	-	-
997.53	3,479.34	5,967.52	10,224.00	360.74	-	100.00	-	-
997.53	3,479.34	5,967.52	10,224.00	360.74	58.57	130.00	6,442.06	2,363.16
-	-	-	-	-	58.57	10.00	3,061.53	2,363.16
-	-	-	-	-	-	-	-	-
997.53	3,479.34	3,975.74	10,224.00	240.34	-	100.00	-	-
997.53	3,479.34	3,975.74	10,224.00	240.34	58.57	110.00	3,061.53	2,363.16
-	-	-	-	-	58.57	10.00	3,061.53	2,363.16
-	-	-	-	-	-	-	-	-
997.53	3,479.34	3,975.74	10,224.00	240.34	-	100.00	-	-
997.53	3,479.34	3,975.74	10,224.00	240.34	58.57	110.00	3,061.53	2,363.16
-	-	-	-	-	58.57	10.00	3,061.53	2,363.16
-	-	-	-	-	-	-	-	-
997.53	3,479.34	4,758.53	10,224.00	287.66	-	100.00	-	-
997.53	3,479.34	4,758.53	10,224.00	287.66	58.57	110.00	3,061.53	2,363.16
-	-	-	-	-	58.57	10.00	3,061.53	2,363.16
-	-	-	-	-	-	-	-	-
997.53	3,479.34	3,975.74	10,224.00	240.34	-	100.00	-	-
997.53	3,479.34	3,975.74	10,224.00	240.34	58.57	110.00	3,061.53	2,363.16
-	-	-	-	-	58.57	10.00	3,061.53	2,363.16
-	-	-	-	-	-	-	-	-
997.53	3,479.34	3,975.74	10,224.00	240.34	-	100.00	-	-
997.53	3,479.34	3,975.74	10,224.00	240.34	58.57	110.00	3,061.53	2,363.16
-	-	-	-	-	58.57	25.00	3,061.53	2,363.16
-	-	-	-	-	-	-	-	-
997.53	3,479.34	3,975.74	10,224.00	240.34	-	100.00	-	-
997.53	3,479.34	3,975.74	10,224.00	240.34	58.57	125.00	3,061.53	2,363.16
-	-	-	-	-	58.57	35.00	3,061.53	2,363.16
-	-	-	-	-	-	-	-	-
997.53	3,479.34	4,758.53	10,224.00	287.66	-	100.00	-	-
997.53	3,479.34	4,758.53	10,224.00	287.66	58.57	135.00	3,061.53	2,363.16
-	-	-	-	-	58.57	41.00	3,061.53	2,363.16
997.53	3,479.34	4,758.53	10,224.00	287.66	-	100.00	-	-
997.53	3,479.34	4,758.53	10,224.00	287.66	58.57	141.00	3,061.53	2,363.16
-	-	-	-	-	58.57	31.00	3,061.53	2,363.16
997.53	3,479.34	4,758.53	10,224.00	287.66	-	100.00	-	-
997.53	3,479.34	4,758.53	10,224.00	287.66	58.57	131.00	3,061.53	2,363.16
-	-	-	-	-	58.57	31.00	3,061.53	2,363.16
997.53	3,479.34	4,758.53	10,224.00	287.66	-	100.00	-	-
997.53	3,479.34	4,758.53	10,224.00	287.66	58.57	131.00	3,061.53	2,363.16
-	-	-	-	-	58.57	38.00	3,061.53	2,363.16

-	-	-	-	-	-	-	-	-
997.53	3,479.34	4,758.53	10,224.00	287.66	-	100.00	-	-
997.53	3,479.34	4,758.53	10,224.00	287.66	58.57	138.00	3,061.53	2,363.16
-	-	-	-	-	58.57	38.00	6,442.06	2,363.16
-	-	-	-	-	-	-	-	-
997.53	3,479.34	5,967.52	10,224.00	360.74	-	100.00	-	-
997.53	3,479.34	5,967.52	10,224.00	360.74	58.57	138.00	6,442.06	2,363.16
-	-	-	-	-	58.57	38.00	6,442.06	2,363.16
-	-	-	-	-	-	-	-	-
997.53	3,479.34	5,967.52	10,224.00	360.74	-	100.00	-	-
997.53	3,479.34	5,967.52	10,224.00	360.74	58.57	138.00	6,442.06	2,363.16
23,940.81	83,504.16	118,767.98	245,376.00	7,179.63	1,405.68	3,060.00	110,662.49	56,715.93

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES

In the Matter of:	*	
ADMINISTRATOR,	*	
WAGE & HOUR DIVISION		**Case No.:** 2018-TNE-00019
Plaintiff	*	
		WHD Reference #: 1689932
v.	*	
BUTLER AMUSEMENTS, INC., and	*	
MICHAEL BRAJEVICH		
Respondents	*	

* * * * * * * * * * * * * *

RESPONDENTS' DISCLOSURES FOR HYBRID FACT/EXPERT WITNESSES

R. Wayne Pierce, Esquire
The Pierce Law Firm, LLC
133 Defense Hwy, Suite 201
Annapolis, Maryland 21401-7015
410-573-9955
Fax 410-573-9956
wpierce@adventurelaw.com
Attorney for Respondent

April 15, 2019

RESPONDENTS' DISCLOSURES FOR HYBRID FACT/EXPERT WITNESSES

Pursuant to the Scheduling Order and 29 C.F.R. § 18.50 (c) (2) (iii) Respondents provide the following disclosures:

1. Identification. Plaintiff identifies the following individuals as hybrid fact/expert witnesses who may present expert opinion evidence and whose duties do not regularly involve giving expert opinion testimony:

Mr. Michael Brajevich

Mr. Steve Nittler

2. Subject matter. Mssrs. Brajevich and Nittler may address the following subject matters pursuant to expert opinion testimony:

- Industry custom and practice in the mobile amusement industry.
- Respondents' conformance to industry custom and practice.
- Determination of back wages based upon hours worked in various job codes and areas of intended employment.
- Determination of credits to which Respondents are entitled by virtue of providing housing, relocation travel, local convenience travel, and income tax payments.
- Prejudice to Respondents from late filing.
- Rebuttal of the Administrator's evidence once those theories are identified and elaborated.

3. Opinions and facts. A summary of the facts and opinions to which Mssrs. Brajevich and Nittler are expected to testify include:

Respondents conformed to industry custom and practice in 2013 when providing bunkhouses, relocation travel, and local convenience travel, as well as using a prepayment plan.

Respondents' pay practices conformed to industry custom and practice in 2013.

It is common and customary in the mobile amusement industry in 2013 to provide bunkhouses, relocation travel, and local convenience travel for a wage credit.

It is customary in the mobile amusement industry that the employer is entitled to rely upon his agent to discuss and recommend appropriate job codes.

Respondents are entitled to the credit for

- Bunkhouses reflected in Respondents' Exh. 31 and 47.
- Relocation travel reflected in Respondents' Exh. 34 and 47.
- Local convenience travel reflected in Respondents' Exh. 36 and 47.
- Income tax payments reflected in Respondents' Exh. 37 and 47.
- Overpayment for hours worked reflected in Respondents' Exh. 45, 46, and 47.

Back wages, if any, are calculated and reflected in Respondents' Exh. 47.

Respondents' exemption from the FLSA is determined and reflected in Respondents' Exh. 21.

Respondents were prejudiced by the unnecessary delay in filing the determination letter because of the loss of documentation, witnesses, and memories.

The grounds for these opinions are the discovery conducted in this case; the anticipated trial testimony of the witnesses; Mssrs. Brajevich and Nittler's knowledge regarding industry custom and practice; their factual involvement with Respondents' employment practices and documentation; and his investigations related to the case.

4. Reservation. These disclosures are not intended to be exhaustive or complete in every detail. Respondents reserve the right to amend or supplement these disclosures in light of further discovery, as well as any information provided by the Administrator.

R. Wayne Pierce

R. WAYNE PIERCE
The Pierce Law Firm, LLC
133 Defense Highway, Suite 201
Annapolis, MD 21401
Phone: 410-573-9955
Fax: 410-573-9956
Email: wpierce@adventurelaw.com

Attorney for Respondents

CERTIFICATE OF SERVICE

Respondents Butler Amusements, Inc., and Michael Brajevich hereby certify that on **April 15, 2019,** copies of the following:

1. Respondents' Disclosures for Hybrid Fact/Expert Witnesses

Were mailed, and a copy was e-mailed, to:

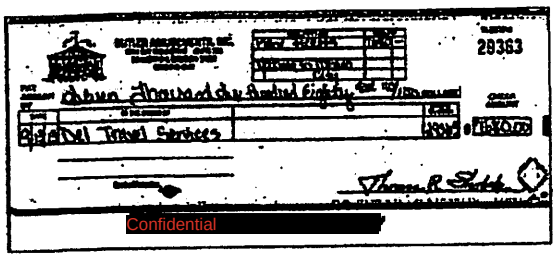
Jeannie Gorman
US Department of Labor
Office of the Solicitor
300 5th Avenue, Suite 1120
Seattle, Washington 98104-2397
Ph: (206) 757-6762
Fax: (206) 757-6761
Gorman.jeannie@dol.gov

And a copy was mailed to:
Chief Docket Clerk
Office of Administrative Law Judges
800 K Street NW, Suite 400
Washington, DC 20001-8002

R. WAYNE PIERCE

AR - 2747 Butler's Exh. 32 p.005 Butler 01900

Check number: 29363 | Amount: $7,680.00



Butler's Exh. 33, p. 001 Butler 01845

2226 11

From: "Alaska Airlines" <Alaska.IT@alaskaair.com>
Subject: Confirmation Letter - KUJXIZ 10/23/13 - from Alaska Airlines
Date: 15 de octubre de 2013 9:51:20 p.m. MDT
To: GLITTER253@HOTMAIL.COM
Reply-To: "Alaska Airlines" <Alaska.ConfirmationLetter@alaskaair.com>

Confirmation Code: KUJXIZ

Below is your booking confirmation. Thank you and enjoy your trip.

155•74+
155•74+

TRAVELERS

002

311•48*+

Omar Pedro
Jesus Lozano

Airfare

FLIGHT INFORMATION

Flight: Alaska 256
Equipment: Boeing 737-800
Departs: Los Angeles, CA (LAX) on Wed, Oct 23 at 12:55 am
Arrives: Mexico City, Mexico (MEX) on Wed, Oct 23 at 6:20 am
Class: T(Coach)
Seats: *

*For seat assignments, visit operating airline's website using the operating airline's confirmation code.

INTERNATIONAL TRAVEL INFORMATION

For information on International Travel, please visit http://www.alaskaair.com/content/travel-info/before-your-trip/international-travel-information.aspx.
Customs and Immigration agencies require documents that prove citizenship when traveling across international borders. The traveler is responsible for obtaining all necessary travel documents and complying with the laws of each country flown from, through, or into. Please visit our preferred provider TravelDoc at https://www.traveldoc-alaska.com, to determine the documentation and visa requirements for your chosen destination.A ticket is required and fees apply for lap infants. Contact the international airline to pay the fee and arrange for ticketing immediately after purchasing the accompanying adult's reservation. Alaska Airlines does not issue lap infant tickets. For more information please visit, http://www.alaskaair.com/content/travel-info/policies/children-infants-and-children.aspx#lap.

Mexican citizens and certain other groups of travelers may be eligible for a refund of the Mexico Tourism Tax of up to $22(USD). For more information, please visit http://www.alaskaair.com/content/travel-info/before-your-trip/mexico-tourism-tax.aspx.

SUMMARY OF AIRFARE CHARGES

~~Traveler: Omar Pedro~~
Ticket: 0272135159687
Base Fare and Surcharges: $109.00

Taxes and Other Fees: $46.74
Traveler Total: $155.74

Traveler: Jesus Lozano
Ticket: 0272135159688
Base Fare and Surcharges: $109.00
Taxes and Other Fees: $46.74
Traveler Total: $155.74

Total Fare: USD $311.48

TOTAL CHARGES AND CREDITS

$311.48 was charged to the Visa card with number**********6057 held by Mariel Zepeda Arias on 10/15/2013.

TRIP PROTECTION BY ALLIANZ GLOBAL ASSISTANCE

Purchase trip protection benefits and travel assistance services for your trip from Allianz Global Assistance at http://www.etravelprotection.com/alaska/CoverageOptions/. Learn more by visiting http://www.alaskaair.com/content/gifts-and-products/trip-protection.aspx?lid=nav:giftsProducts-tripProtection&eml=WHA_TR_CL_TRAVEL_INSURANCE||EG||.

CHECK-IN INFORMATION

When traveling on Alaska Airlines, save time by checking in online 1 to 24 hours prior to departure:
Web Check-In: https://webselfservice.alaskaair.com/checkinweb/Default.aspx
You can also check in at one of our airport kiosks or at the ticket counter.
For more information about minimum check-in times, required identification, international travel, and traveling with minors, please visit http://www.alaskaair.com/content/travel-info.aspx.

MANAGE YOUR RESERVATION

You can view your reservation online at alaskaair.com:
https://www.alaskaair.com/booking/reservation-lookup

Alaska Airlines 1-800-ALASKAAIR (1-800-252-7522)

If calling from outside the U.S. or Canada, precede all numbers with 001.

FLIGHT STATUS ALERTS

When you create a Flight Status Alert, we notify you in the event of delays, early arrivals, and cancellations of Alaska Airlines flights (email or text message).
Create Alert: http://www.alaskaair.com/dayofflight/alerts.aspx

430048

Transactions continued

Transaction Date	Posting Date	Description	Reference Number	Account Number	Amount	
		Purchases and Adjustments				
09/22	09/23	YAKIMA SUPER 8 MOTEL UNION GAP WA 567430 ARRIVAL DATE 9/21/13	0027	3085	375.30	
09/21	09/24	ALASKA AIR 0272133815 SEATTLE WA HOYOS CASTANEDA/D09/30 YKM/SEA ONEWAY LAX/MEX 3085	0229	3085	229.10	
09/22	09/24	GUITAR TRICKS 866-2163786 CA 74XBM5	0011	3085	14.95	
09/23	09/24	WSLCB HQ 360-664-3208 WA 3085	0510	3085	10.00	
09/23	09/25	FREEDOM TRUCK CENTERS 509-2489478 WA	0255	3085	1,019.84	
09/24	09/25	MOON'S BEST CLEANERS (408-978-6666 CA 651944089786666	0741	3085	23.50	
09/25	09/26	DS WATERS STANDARD COF 800-4928377 GA 27862741209056600000000000	7310	3085	17.02	
09/25	09/27	KUMAR BROS USA LLC 585-703-5028 MI 839223645857035028	3641	3085	55.46	
09/26	09/27	APL APPLE ITUNES STORE 866-712-7753 CA 4040FB76 MJOXDGDT2-0	8117	3085	10.68	
09/27	09/30	JOE'S STONE CRAB VEGAS LAS VEGAS NV	0019	3085	300.00	
09/28	09/30	MYLIFE PEOPLE-SEARCH 888-7041900 CA 6792569524	4111	3085	15.95	
09/27	10/01	ALASKA AIR 0272134127 SEATTLE WA BRAJEVICH/MICHAEL10/16 SJC/PDX RNDTRP PDX/SJC 3085	2281	3085	389.60	
09/27	10/01	ALASKA AIR 0272134127 SEATTLE WA BRAJEVICH/KRIS 10/16 SJC/PDX RNDTRP PDX/SJC 3085	2497	3085	389.60	
09/28	10/01	ALASKA AIR 0272134211 SEATTLE WA APODACA/ZOSIMO 09/29 YKM/SEA ONEWAY LAX/MEX 3085	0301	3085	374.40	
09/30	10/01	APL APPLE ITUNES STORE 866-712-7753 CA 4040J HEQ MJOXF71FX-0	6056	3085	3.87	
09/27	10/02	AEROMEXICO CALL CENTER HOUSTON TX	0457	3085	4,409.90	
10/01	10/02	MOON'S BEST CLEANERS (408-978-6666 CA 655854089786666	0055	3085	11.85	
						$12,911.47
		Interest Charged				
10/04	10/04	Interest Charged on Purchases			0.00	
10/04	10/04	Interest Charged on Balance Transfers			0.00	
10/04	10/04	Interest Charged on Dir Dep&Chk CashAdv			0.00	
10/04	10/04	Interest Charged on Bank Cash Advances			0.00	
		TOTAL INTEREST FOR THIS PERIOD				$0.00

2013 Totals Year-to-Date	
Total fees charged in 2013	$162.94
Total interest charged in 2013	$495.07

4300.42

Transactions continued

Transaction Date	Posting Date	Description	Reference Number	Account Number	Amount	Total
		Purchases and Adjustments				
08/17	08/19	KAVI TOUR GOLF 866-8809051 CA 5957865	8300	3085	9.95	
08/17	08/19	ALEKS ED SYS MY ALEKS 714-2457191 CA EQFE9CE35A24	6725	3085	19.95	
08/19	08/20	ROY ROBINSON 866-662-1719 WA 113100028666621719	0025	3085	2,236.29	
08/21	08/23	IMAGETECH LLC 510-2388905 CA 036324	4189	3085	1,068.13	
08/23	08/24	APL APPLE ITUNES STORE 866-712-7753 CA 203Y4021 MJ5FL7WZZD-0	9441	3085	2.99	
08/23	08/26	UNITED 0162377754 800-932-2732 TX CERVANTES/ROSEND008/24 SEA/SFO ONEWAY SFO/MEX 13236001822323777549 26	0494	3085	442.30	
08/24	08/26	MOON'S BEST CLEANERS SAN JOSE CA 22916	0095	3085	50.90	
08/24	08/26	APL APPLE ITUNES STORE 866-712-7753 CA 4044CDE9 MJ0JGQ6LF-0	1401	3085	2.98	
08/26	08/27	KOFFLER ELECTRICAL MEC 510-567-0630 CA 007790005105670630	0001	3085	532.55	
08/26	08/28	AEROMEXICO139218062166 CUAUHT MOC CR	2102	3085	253.60	
08/26	08/28	AEROMEXICO139218062166 CUAUHT MOC CR	2110	3085	253.60	
08/26	08/28	ALAMEDA COUNTY CRT WEB 510-8916286 CA 361970	1582	3085	162.00	
08/26	08/28	ALAMEA COURT CONV FEE 800-7251243 PA 30739	6115	3085	6.00	
08/27	08/28	PAPER ROLLS & RIBBONS 201-684-1730 NJ 5491161220	4002	3085	209.90	
08/26	08/29	ALASKA AIR 0272132407 SEATTLE WA BRAJEVICH/MICHAEL08/28 SEA/GEG RNDTRP GEG/SEA 3085	9088	3085	380.29	
08/28	08/29	DS WATERS STANDARD COF 800-4928377 GA 27862741209056600000000	2671	3085	21.01	
08/28	08/29	SPO REG HLTH DIST 509-324-1455 WA 3085	0169	3085	1,500.00	
08/28	08/29	MYLIFE PEOPLE-SEARCH 888-7041900 CA 6792569524	9858	3085	15.95	
08/28	08/29	EXPEDIA EXPEDIA.COM 877-787-7186 NV ZZZN9SZ8558ZS9NZ	8113	3085	270.52	
08/29	08/31	AEROMEXICO139218067066 CUAUHT MOC CR	3352	3085	400.42	
08/29	08/31	AEROMEXICO139218067066 CUAUHT MOC CR	3360	3085	400.42	
08/29	08/31	AEROMEXICO139218067100 CUAUHT MOC CR	3386	3085	192.30	
08/29	08/31	AEROMEXICO139218067100 CUAUHT MOC CR	3394	3085	192.30	
08/29	08/31	AEROMEXICO139218067100 CUAUHT MOC CR	3402	3085	192.30	
08/29	08/31	AEROMEXICO139218066451 CUAUHT MOC CR	4632	3085	192.30	
08/29	08/31	AEROMEXICO139218066451 CUAUHT MOC CR	4640	3085	192.30	
08/29	08/31	AEROMEXICO139218066451 CUAUHT MOC CR	4657	3085	192.30	
08/29	08/31	AEROMEXICO139218066451 CUAUHT MOC CR	4665	3085	192.30	
08/29	08/31	AEROMEXICO139061423471 CUAUHT MOC CR	4798	3085	40.00	
08/29	08/31	AEROMEXICO139061423471 CUAUHT MOC CR	4806	3085	40.00	
08/29	08/31	AEROMEXICO139061423471 CUAUHT MOC CR	4814	3085	40.00	
08/29	08/31	AEROMEXICO139061423153 CUAUHT MOC CR	4822	3085	40.00	
08/29	08/31	AEROMEXICO139061423153 CUAUHT MOC CR	4830	3085	40.00	
08/29	08/31	AEROMEXICO139061423153 CUAUHT MOC CR	4848	3085	40.00	
08/29	08/31	AEROMEXICO139061423153 CUAUHT MOC CR	4855	3085	40.00	
08/29	08/31	WW GRAINGER 877-2022594 PA 6237644989 SALES TAX AMT 0.53	2438	3085	672.93	
08/30	08/31	BUDGET RENT-A-CAR SPOKANE WA 32568770 CHECK OUT DATE 8/30/13	7704	3085	198.56	
08/30	08/31	CHEVRON 00204366 SPOKANE WA	2524	3085	9.33	

continued on next page...

4300.43

VISA SIGNATURE

Alaska Airlines MILEAGE PLAN

Transactions continued

Transaction Date	Posting Date	Description	Reference Number	Account Number	Amount	Total
		Purchases and Adjustments				
08/30	08/31	APL APPLE ITUNES STORE 866-712-7753 CA 20428032 MJ5FMT4VZY-0	3419	3085	0.82	
08/30	08/31	MOON'S BEST CLEANERS (408-978-6666 CA 637714089786666	0096	3085	11.75	
08/30	09/03	AMPCO PARKING PARKRITE SPOKANE WA	2106	3085	10.00	
09/01	09/03	APL APPLE ITUNES STORE 866-712-7753 CA 40493FCK MJOLYGZLV-0	9422	3085	11.28	
09/03	09/04	WEST LAKE CNTRY STR MOSES LAKE WA	2446	3085	100.00	
09/03	09/04	APL APPLE ITUNES STORE 866-712-7753 CA 2044A801 MJ5FMT500D-0	2617	3085	2.98	
09/03	09/05	HVACSTORES.COM 866-6316389 FL 56378013828	8285	3085	6,882.10	
						$25,179.32
		Fees				
08/26	08/28	FOREIGN TRANSACTION FEE	2102	3085	7.60	
08/26	08/28	FOREIGN TRANSACTION FEE	2110	3085	7.60	
08/29	08/31	FOREIGN TRANSACTION FEE	3352	3085	12.01	
08/29	08/31	FOREIGN TRANSACTION FEE	3360	3085	12.01	
08/29	08/31	FOREIGN TRANSACTION FEE	3386	3085	5.76	
08/29	08/31	FOREIGN TRANSACTION FEE	3394	3085	5.76	
08/29	08/31	FOREIGN TRANSACTION FEE	3402	3085	5.76	
08/29	08/31	FOREIGN TRANSACTION FEE	4632	3085	5.76	
08/29	08/31	FOREIGN TRANSACTION FEE	4640	3085	5.76	
08/29	08/31	FOREIGN TRANSACTION FEE	4657	3085	5.76	
08/29	08/31	FOREIGN TRANSACTION FEE	4665	3085	5.76	
08/29	08/31	FOREIGN TRANSACTION FEE	4798	3085	1.20	
08/29	08/31	FOREIGN TRANSACTION FEE	4806	3085	1.20	
08/29	08/31	FOREIGN TRANSACTION FEE	4814	3085	1.20	
08/29	08/31	FOREIGN TRANSACTION FEE	4822	3085	1.20	
08/29	08/31	FOREIGN TRANSACTION FEE	4830	3085	1.20	
08/29	08/31	FOREIGN TRANSACTION FEE	4848	3085	1.20	
08/29	08/31	FOREIGN TRANSACTION FEE	4855	3085	1.20	
		TOTAL FEES FOR THIS PERIOD				$87.94
		Interest Charged				
09/05	09/05	Interest Charged on Purchases			0.00	
09/05	09/05	Interest Charged on Balance Transfers			0.00	
09/05	09/05	Interest Charged on Dir Dep&Chk CashAdv			0.00	
09/05	09/05	Interest Charged on Bank Cash Advances			0.00	
		TOTAL INTEREST FOR THIS PERIOD				$0.00

2013 Totals Year-to-Date	
Total fees charged in 2013	$162.94
Total interest charged in 2013	$495.07

Detail Continued

		Amount
09/09/13	DENNYS WRECKER SERVICHUBBUCK ID 208-2370671	$208.00
09/10/13	TRAVELOCITY.COM SAN ANTONIO TX AMERICAN AIRLINES INC From: LAS VEGAS MCCARRAN To: DALLAS/FORT WORTH Carrier: AA Class: V MEXICO CITY BENITO AA V N/A YY 00 N/A YY 00 Ticket Number: 00173053956526 Date of Departure: 09/11 Passenger Name: HERNANDEZ/GENARO S Document Type: PASSENGER TICKET	$224.10
09/11/13	PAPER ROLLS & RIBBON201-684-1730 NJ 201-684-1730	$227.88
09/13/13	INTERNET FAX SERVICE877-762-7815 CA INTERNET-FAX	$6.95

KURT VOMBERG
Card Ending 8-61014 Monthly Spending Limit: $15,000

		Amount
08/15/13	PALMER JOHNSON POWER6088345221 AMEX **** **** **53590 AMEX **** **** **** 014	$496.57
08/16/13	SHOWMEN SUPPLIES 6502193625286 122181794 46350 ELECTRICAL PARTS/EQUIP	$1,664.14
08/21/13	ZAMPERLA INC 973-334-8133 973-334-8133	$225.70
08/22/13	INTERTECH CORP. 336-621-1891 336-621-1891	$2,822.08
08/23/13	ZAMPERLA INC 973-334-8133 973-334-8133	$552.22
08/27/13	SHOWMEN SUPPLIES 6502193625286 Bolt Kit 46350 ELECTRICAL PARTS/EQUIP	$429.63
08/30/13	JONES WEST FORD 1390RENO NV 7758293200 Description Price AUTO/TRUCK DEALER $2,155.82	$2,155.82 ✓
09/04/13	COMMERCIAL TIRE 99 CMERIDIAN ID 208-888-8800	$3,500.00 ✓
09/11/13	C & G ROADSIDE SERVI801-420-1225 801-420-1225	$2,174.26

Fees

	Amount
Total Fees for this Period	**$0.00**

Continued on next page

4400 86

Business Gold Rewards
BUTLER AMUSEMENTS
KELLEY J BUTLER
Closing Date 10/14/13

OPEN

Account Ending 8-61006

Payments and Credits

Summary

	Total
Payments	-$48,217.63
Credits	$0.00
Total Payments and Credits	**-$48,217.63**

Detail

*Indicates posting date

Payments			Amount
09/21/13*	KELLEY J BUTLER	PAYMENT RECEIVED - THANK YOU	-$17,301.52
10/13/13*	KELLEY J BUTLER	PAYMENT RECEIVED - THANK YOU	-$30,916.11

New Charges

Summary

	Total
KELLEY J BUTLER 8-61006	$16,224.68
KURT VOMBERG 8-61014	$15,368.80
Total New Charges	**$31,593.48**

Detail

KELLEY J BUTLER
Card Ending 8-61006

			Amount
09/18/13	YRC INC. 800-610-6500 OH YRC INC.		$296.82 ✓
09/19/13	STAUFFERS TOWING STAWEST HAVEN UT 8013995893 Description TOWING SERVICE		$2,169.18
09/24/13	CeaTravelCeaTravel Bakersfield CA 8774174551	Passengers 145	$4,139.00
09/24/13	CeaTravelCeaTravel Bakersfield CA 8774174551	65	$1,850.00
09/24/13	CeaTravelCeaTravel Bakersfield CA 8774174551	24	$676.00
09/25/13	CeaTravelCeaTravel Bakersfield CA 8774174551	14	$398.00
09/26/13	CeaTravelCeaTravel Bakersfield CA 8774174551	59	$1,680.00 ✓
09/27/13	KNIGHT'S PUMPING & PBAKERSFIELD CA 6613974116 Description Price PERSONAL SERVICES $2,426.58		$2,426.58 ✓
09/29/13	RUBBER STAMP CHAMP 0SAN MARCOS CA 760-5109600		$576.36
09/30/13	DIRECTV SERVICE 800-347-3288 CA TV SERVICE		$285.96

Continued on reverse

4 of 90

Deni Hall

From: Kelley Butler [Kjojo64@aol.com]
Sent: Thursday, October 31, 2013 4:03 PM
To: Deni Hall
Subject: Re: STATEMENT_OCT 2013.PDF

That is to send all the mexi men back to Mexico.

Sent from my iPhone

On Oct 31, 2013, at 1:06 PM, "Deni Hall" <deni.sncpa@nittler.us> wrote:

Hi Girlina,

What are the charges from CEA Travel for?

Thanks

From: KJOJO64@aol.com [mailto:KJOJO64@aol.com]
Sent: Thursday, October 31, 2013 12:04 PM
To: deni.sncpa@nittler.us
Subject: STATEMENT_OCT 2013.PDF

will send Fresno info shortly

4400.91

Roberto Orozco

From: "Square" <noreply@messaging.squareup.com>
Date: Thursday, September 26, 2013 2:27 PM
To: <robertoclq@hotmail.com>
Subject: Receipt from CeaTravel for $1,680.00

Trouble viewing this email?

CeaTravel

661-397-4059

Sep 26, 2013 at 2:26pm Receipt #x5nL

Custom Amount	**$1,680.00**
Total	**$1,680.00**
1006	**$1,680.00**

Kelley Butler

Average bus ticket cost

1680.00/59 = 28.47

Extrapolate

4139.00/28.47 = 145

1850.20/28.47 = 65

676.00/28.47 = 24

398.00/28.47 = 14

440092

26 September, 20013

Leopoldo Rosales

Fresno, Ca.

559-318-4429

Bus rent for transportacion of 59 passengers, from Fresno, Ca to LAX (Los Angeles International Airport). At 8:00am on October 15, 2013.

Roberto Orozco

Cea Travel

1609 S H st Suite A

Bakersfield, Ca 93304

661-397-4059

4400.87

Detail Continued

					Amount
10/02/13	AMAZON MKTPLACE PMTSAMZN.COM/BILL WA MERCHANDISE				$194.40
10/04/13	TRAVELOCITY.COM SAN ANTONIO TX UNITED AIRLINES				$161.74
	From:	To:	Carrier:	Class:	
	LOS ANGELES INTERN	MEXICO CITY BENITO	UA	G	
		N/A	YY	00	
		N/A	YY	00	
		N/A	YY	00	
	Ticket Number: 01673111268430		Date of Departure: 10/15		
	PassengerName: HERNANDEZ/MARIO CAMP				
	Document Type: PASSENGER TICKET				
10/04/13	TRAVELOCITY.COM SAN ANTONIO TX AEROVIAS DE MEXICO,S.A. D				$336.74
	From:	To:	Carrier:	Class:	
	LAS VEGAS MCCARRAN	MEXICO CITY BENITO	AM	Q	
		N/A	YY	00	
		N/A	YY	00	
		N/A	YY	00	
	Ticket Number: 13973111294133		Date of Departure: 10/27		
	PassengerName: RUIZ/RICARDO QUIRINO				
	Document Type: PASSENGER TICKET				
10/04/13	TRAVELOCITY.COM SAN ANTONIO TX AEROVIAS DE MEXICO,S.A. D				$336.74
	From:	To:	Carrier:	Class:	
	LAS VEGAS MCCARRAN	MEXICO CITY BENITO	AM	Q	
		N/A	YY	00	
		N/A	YY	00	
		N/A	YY	00	
	Ticket Number: 13973111294144		Date of Departure: 10/27		
	PassengerName: MARTINEZ/OSCAR JULIA				
	Document Type: PASSENGER TICKET				
10/04/13	TRAVELOCITY.COM SAN ANTONIO TX UNITED AIRLINES				$161.74
	From:	To:	Carrier:	Class:	
	LOS ANGELES INTERN	MEXICO CITY BENITO	UA	G	
		N/A	YY	00	
		N/A	YY	00	
		N/A	YY	00	
	Ticket Number: 01673111268441		Date of Departure: 10/15		
	PassengerName: VASQUEZ/SERGIO MARTI				
	Document Type: PASSENGER TICKET				
10/04/13	TRAVELOCITY.COM SAN ANTONIO TX UNITED AIRLINES				$161.74
	From:	To:	Carrier:	Class:	
	LOS ANGELES INTERN	MEXICO CITY BENITO	UA	G	
		N/A	YY	00	
		N/A	YY	00	
		N/A	YY	00	
	Ticket Number: 01673111268452		Date of Departure: 10/15		
	PassengerName: JUAREZ/LAZARO QUIJAN				
	Document Type: PASSENGER TICKET				

Continued on next page

4U0093

****

3 adults: $396.60 ($132.20 per person)

Taxes + Airline & Agency Fees $88.62

Total: $485.22

We have charged $485.22 to your American Express® Card xxxx-xxxx-xxxx-1006.

Taxes and fees link: http://svc.travelocity.com/info/info_popup_sa/0,,TRAVELOCITY:EN|TAXS_FEES,00.html

> Travelocity fees and airline charges will be shown as separate line items on your credit card statements. Your credit card statement may show separate airline charges to each passenger as listed: MARIO CAMPOS HERNANDEZ $161.74, SERGIO MARTINEZ VASQUEZ $161.74, LAZARO QUIJANO JUAREZ $161.74

****

TRAVEL CHECKLIST

****

> Printed itinerary - As you will not receive a paper ticket, we suggest you print this email to take along with you on your trip.

> Photo ID - Every passenger must have a valid government-issued photo ID (such as a driver's license or passport). Please note that the name on your photo ID must match the passenger name in your reservation.

> TSA Secure Flight Information - Any information you provided has been added to your reservation.

> Special Services/Meal Requests - Please confirm your special request or meal request with the airline.

> Terminal/gate information - Check with the airline http://travelocity.custhelp.com/cgi-bin/travelocity.cfg/php/enduser/std_adp.php?p_faqid=87&p_ for updated terminal/gate information the day of your travel. Also please note, you can verify the flight status online http://dps1.travelocity.com/dparrqst.ctl?Service=TRAVELOCITY

> Schedule changes - The airline may change your flight itinerary at any time. If we are notified of an itinerary change, we will contact you by email and/or phone. If the airline has not provided you with an acceptable alternative itinerary, our agents will try to reaccommodate you according to the airline's policy and availability.

> The total price for your booking may increase after your purchase due to an increase of a government-imposed tax or fee.

> What to expect at the airport - The airline will issue your boarding pass upon check-in. Some airlines allow you to pre-print your boarding pass with an online check-in feature http://leisure.travelocity.com/Promotions/0,,TRAVELOCITY|1741|air_main,00.html.

> Baggage guidelines - Be sure to review your airline's baggage allowance guidelines. Airline rules for checked baggage allowances vary. Many carriers allow passengers two checked bags and one carry-on while some only permit two checked bags. All carry-on baggage will be subject to search. Review the Transportation Security Administration's guidelines for baggage http://www.tsa.gov/travelers/airtravel/assistant/editorial_1052.shtm.

> International Travel - Customs and immigration require certain documents for travel to and from a foreign country. It is the traveler's responsibility to travel with the required documents http://www.travisas.com/travelocity/. No refunds will be made if improper documentation results in denied boarding or entry.

4 U 00 94

Subj: **Travelocity Confirmation**
Date: 10/4/2013 3:41:38 P.M. Pacific Daylight Time
From: travelocity@travelocity.com
To: KJOJO64@AOL.COM

****
THANK YOU! Travel Reservation Confirmation
****

Dear Mario Campos,
Thank you for booking your travel through Travelocity.

Your trip to Mexico City, Mexico (MEX) is confirmed. A summary of your reservation is provided below. Please be sure to:

> Review your trip details
> Confirm your special request or meal request with the airline
> Read the instructions and policies listed below
> Print this email for your records

Your Travelocity Trip ID is: 6327 7824 8670

Your phone number for this trip: 209-603-7000

Ticket(s) issued on Fri, Oct 4, 2013 at 05:41 PM CST.

This is an e-ticket, so no paper ticket will be sent. In addition, flight schedules may be changed by the airline.

What is an e-ticket? http://svc.travelocity.com/info/info_popup_sa/0,,TRAVELOCITY:EN|ETICKETS,00.html

****
ITINERARY
****

Primary Contact: Mario Campos Hernandez

> Online check-in: http://leisure.travelocity.com/Promotions/0,,TRAVELOCITY|1741|air_main,00.html.

> Lookup flight status: http://dps1.travelocity.com/dparrqst.ctl?Service=TRAVELOCITY.

> Change/cancel reservation: http://www.travelocity.com/

Flight: 3 One-Way Tickets
All flight times are local to each city.

For your boarding pass, use reference code OKS4QJ for online or airport checkin.

Tue, Oct 15, 2013
Los Angeles International Airport, (LAX) to Mexico City International Airport, (MEX)

Flight: United Flight 1077 (on Boeing 737-800)
Depart: 05:48 PM, Los Angeles, CA (LAX)
Arrive: 11:21 PM, Mexico City, Mexico (MEX)

4L 0095

Requested Seats: 22E, 23E, 29B
Total Travel Time: 3 hrs 33 mins

Passenger Name: MARIO CAMPOS HERNANDEZ
Frequent Flyer Information: You can add your frequent flyer number at the airport.
Ticket Number: 0167311126845

Passenger Name: SERGIO MARTINEZ VASQUEZ
Frequent Flyer Information: You can add your frequent flyer number at the airport.
Ticket Number: 0167311126844

Passenger Name: LAZARO QUIJANO JUAREZ
Frequent Flyer Information: You can add your frequent flyer number at the airport.
Ticket Number: 0167311126843

****
TSA Travel Information
****

The TSA has determined that liquids, aerosols and gels, in limited quantities, are safe to bring aboard an aircraft. When packing, please follow these guidelines:

>All liquids, gels and aerosols must be in 3.4 ounce (100ml) or smaller bottles.
>All containers must fit in one quart-sized, clear, plastic, zip-top bag.
>Each passenger is allowed only one bag.
>Each bag must be placed in its own screening bin and X-rayed separately.
>If you are carrying on larger amounts of prescriptions liquid medications, baby formula, and/or diabetic glucose treatments, you must declare these at the security checkpoint.

Arrive at the airport early. Enhanced security measures may mean longer lines at security checkpoints. This new security policy applies to all domestic and international flights departing from U.S. airports. We always recommend checking the TSA Web site (www.tsa.gov) for the most up-to-date information about security procedures. If you are departing from a non-U.S. airport, be sure to check that airport's security policies and pack accordingly.

****
COMPLETE YOUR TRIP PLANS!
****

Add a Hotel: http://www.travelocity.com/Hotels/0,,TRAVELOCITY,00.html
Add a Car: http://www.travelocity.com/Cars/0,,TRAVELOCITY||Y,00.html
****
INSTRUCTIONS AND POLICIES
****

General Policies

> Tickets cannot be refunded or transferred unless otherwise noted. Name changes are not permitted.
> Valid, government-issued ID is mandatory for you to get through security and board your flight.
> Initial prices subject to change before final payment. Post-purchase increases of government-imposed taxes or fees may apply.
> Prices do not include any applicable baggage fees.
> International flights may be treated with insecticides. Details.
> Other rules and restrictions may apply to this fare. Read fare rules.
> Please review important terms & conditions of travel which may limit your legal rights.

4400.88

Detail Continued

		Amount
10/04/13	TRAVELOCITY.COM SAN ANTONIO TX AEROVIAS DE MEXICO,S.A. D From: LAS VEGAS MCCARRAN — To: MEXICO CITY BENITO — Carrier: AM — Class: Q N/A — YY — 00 N/A — YY — 00 N/A — YY — 00 Ticket Number: 13973111294122 — Date of Departure: 10/27 Passenger Name: SAN JUAN/MARIANO ROA Document Type: PASSENGER TICKET	$336.74
10/04/13	BRODERBUND 8003950277 IA BUSINESS SERVICE Description WHOLESALE	$29.99
10/13/13	INTERNET FAX SERVICE877-762-7815 CA INTERNET FAX	$6.95

KURT VOMBERG
Card Ending 8-61014 Monthly Spending Limit: $15,000

		Amount
09/13/13	FREIGHTLINER OF IDAH208-644-6000 1042 83338	$746.97
09/17/13	GAUDIN FORD 650000007027312121 1 89118 CAR/TRUCK DEALERS-ALL	$1,667.32
09/18/13	HANNA RUBBER COMPANY816-221-9600 816-221-9600	$127.76
09/26/13	CUMMINS WEST INC 096BAKERSFIELD CA 661-325-9404 Description DURABLE GOODS	$2,586.46
09/27/13	GREAT PACIFIC EQUIPMFONTANA CA 9093566899 Description — Price EQUIP RENTAL/LEASIN — $5,715.25	$5,715.25
09/30/13	PARKHOUSE TIRE BAKERBAKERSFIELD CA 661-324-4532	$539.02
09/30/13	PARKHOUSE TIRE BAKERBAKERSFIELD CA 661-324-4532	$616.10
10/01/13	PARKHOUSE TIRE BAKERBAKERSFIELD CA 661-324-4532	$393.81
10/03/13	GREAT PACIFIC EQUIPMFONTANA CA 9093566899 Description — Price EQUIP RENTAL/LEASIN — $146.61	$146.61
10/09/13	ZAMPERLA INC 973-334-8133 973-334-8133	$2,159.08
10/11/13	SPENCER FLUID POWER BOISE ID 208-362-5655	$670.42

Continued on reverse

Butler Amusements Inc
Travel confirmations
Year 2013

Agency	Travel	Ref	Date of charge	# of employees	Name	Departure date	Destination	Airfare	Bus fare	Memo
Del Travel Services	Air	Check #29363	09/13/13	35	Names not listed	*9/28/2013	^Mexico City	7,680.00	-	Airfare-Yakima to Mexico City
Alaska Airlines	Air	Visa	10/13/13	1	Omar Pedro	10/23/13	Mexico City	155.74	-	Confirmation code KUJXIZ
Alaska Airlines	Air	Visa	10/13/13	1	Jesus Lozano	10/23/13	Mexico City	155.74	-	Confirmation code KUJXIZ
Alaska Airlines	Air	Visa	09/21/13	1	Hoyos Castaneda	09/30/13	Mexico City	229.10	-	YKM/SEA/LAX/MEX
Alaska Airlines	Air	Visa	09/28/13	2	Apodaca/Zosimo	09/29/13	Mexico City	374.40	-	YKM/SEA/LAX/MEX
Aeromexico	Air	Visa	09/27/13	20	Names not listed	*9/28/2013	^Mexico City	4,409.90	-	Most likely YKM/LAX/MEX
United	Air	Visa	08/23/13	2	Cervantes/Rosendo	08/24/13	Mexico City	442.30	-	SEA/SFO/MEX
Aeromexico	Air	Visa	08/26/13	1	Name not listed	*8/27/2013	^Mexico City	253.60	-	
Aeromexico	Air	Visa	08/26/13	1	Name not listed	*8/27/2013	^Mexico City	253.60	-	
Aeromexico	Air	Visa	08/29/13	2	Names not listed	*8/30/2013	^Mexico City	400.42	-	
Aeromexico	Air	Visa	08/29/13	2	Names not listed	*8/30/2013	^Mexico City	400.42	-	
Aeromexico	Air	Visa	08/29/13	1	Name not listed	*8/30/2013	^Mexico City	192.30	-	
Aeromexico	Air	Visa	08/29/13	1	Name not listed	*8/30/2013	^Mexico City	192.30	-	
Aeromexico	Air	Visa	08/29/13	1	Name not listed	*8/30/2013	^Mexico City	192.30	-	
Aeromexico	Air	Visa	08/29/13	1	Name not listed	*8/30/2013	^Mexico City	192.30	-	
Aeromexico	Air	Visa	08/29/13	1	Name not listed	*8/30/2013	^Mexico City	192.30	-	
Aeromexico	Air	Visa	08/29/13	1	Name not listed	*8/30/2013	^Mexico City	192.30	-	
Aeromexico	Air	Visa	08/29/13	1	Name not listed	*8/30/2013	^Mexico City	40.00	-	
Aeromexico	Air	Visa	08/29/13	1	Name not listed	*8/30/2013	^Mexico City	40.00	-	
Aeromexico	Air	Visa	08/29/13	1	Name not listed	*8/30/2013	^Mexico City	40.00	-	
Aeromexico	Air	Visa	08/29/13	1	Name not listed	*8/30/2013	^Mexico City	40.00	-	
Aeromexico	Air	Visa	08/29/13	1	Name not listed	*8/30/2013	^Mexico City	40.00	-	
Travelocity	Air	American Express	09/10/13	1	Hernandez Genaro S	09/11/13	^Mexico City	224.10	-	
CeaTravel	Bus	American Express	09/24/13	145	Name not listed	*09/25/13	^LAX	-	4,139.00	Bus transport
CeaTravel	Bus	American Express	09/24/13	65	Name not listed	*09/25/13	^LAX	-	1,850.00	Bus transport
CeaTravel	Bus	American Express	09/24/13	24	Name not listed	*09/25/13	^LAX	-	676.00	Bus transport
CeaTravel	Bus	American Express	09/25/13	14	Name not listed	*09/25/13	^LAX	-	398.00	Bus transport
CeaTravel	Bus	American Express	09/26/13	59	Name not listed	*09/25/13	LAX	-	1,680.00	Bus transport
Travelocity	Air	American Express	10/04/13	1	Hernandez Mario Camp	10/15/13	Mexico City	161.74	-	
Travelocity	Air	American Express	10/04/13	1	Ruiz Ricardo Quirino	10/27/13	Mexico City	336.74	-	
Travelocity	Air	American Express	10/04/13	1	Martinez Oscar Julia	10/27/13	Mexico City	336.74	-	
Travelocity	Air	American Express	10/04/13	1	Vasquez Sergio Mart	10/15/13	Mexico City	161.74	-	
Travelocity	Air	American Express	10/04/13	1	Juarez Lazaro Quijan	10/15/13	Mexico City	161.74	-	
Travelocity	Air	American Express	10/04/13	1	San Juan Mariano Roa	10/27/13	Mexico City	336.74	-	
				395				18,060.86	8,743.00	

* Approximate date
^ likely destination

Butler's Exh. 34, p. 001 Butler 01844

BUTLER AMUSEMENTS INC 77-0014796

NO.	DESCRIPTION	DATE ACQUIRED	DATE SOLD	COST/ BASIS	BUS. PCT.	CUR 179 BONUS	SPECIAL DEPR. ALLOW.	PRIOR 179/ BONUS/ SP. DEPR	PRIOR DEC. BAL DEPR	SALVAG /BASIS REDUCT	DEPR. BASIS	PRIOR DEPR	METHOD	LIFE	RATE	CURRENT DEPR.
389	ATM MACHINES (UNIVERSAL)	7/14/08		6,550							6,550	6,174	200DB HY	5	.05760	376
390	ATM MACHINES (UNIVERSAL)	7/14/08		6,550							6,550	6,174	200DB HY	5	.05760	376
403	HP COMUTER (FAIRFIELD)	1/05/09		875							875	825	200DB HY	5	.05760	50
404	FELLOWES SHREDDER	3/02/08		1,319							1,319	1,243	200DB HY	5	.05760	76
405	HP NOTEBOOK 17.1"	4/27/08		1,855							1,855	1,749	200DB HY	5	.05760	106
433	KITOMC50001DATA/IDSCAN/IM	8/11/09		5,289							5,289	3,703	S/L HY	5	.20000	1,056
438	WIRELESSCCTERMINALVERIZON	7/22/10		2,153				2,153			0		200DB HY	5		0
439	TOSHIBALAPTOPA505S6005	4/30/10		781				781			0		200DB HY	5		0
440	HP LAPTOP AND FAX	8/03/10		1,058				1,058			0		200DB HY	5		0
441	HP LAPTOP	9/15/10		1,104				1,104			0		200DB HY	5		0
487	CUMMINSALLISONCASHCOUNTER	7/22/11		3,157				3,157			0		200DB HY	5		0
488	CAROLINA ATM	5/22/11		3,480				3,480			0		200DB HY	5		0
489	KYOCERA COPIER 5201 OR	6/29/11		12,500				12,500			0		200DB HY	5		0
490	COMPUTER FAIRFIELD	3/14/11		1,092				1,092			0		200DB HY	5		0
491	ECLIPSE ATM	4/25/11		3,296				3,296			0		200DB HY	5		0
492	ECLIPSE ATM	4/25/11		3,296				3,296			0		200DB HY	5		0
493	INTERACTIVE TICKETING SYS	6/22/11		2,820				2,820			0		200DB HY	5		0
494	COMPUTER FAIRFIELD	9/30/11		867				867			0		200DB HY	5		0
495	KONICA MINOLTA 363 FAIRFI	9/30/11		6,259				6,259			0		200DB HY	5		0
496	MACBOOKAIR13.3#2GG90JDJWY	10/29/11		1,740				1,740			0		200DB HY	5		0
521	ENDUROIDCARDPRINTER#C2123	5/20/12		1,419				710			709	248	200DB MQ	5	.26000	184
522	LAPTOP KB UNIT	3/21/12		1,477				739			738	258	200DB MQ	5	.26000	192
524	DELLLAPTOPI17RSE3589BK FF	2/06/13		814				407			407	20	200DB MQ	5	.38000	155
553	ASUS600GDESKTOP#014B06300	4/08/13		823			412				411		200DB MQ	5	.35000	144
554	ASUS600GDESKTOP#004E06300	4/08/13		823			412				411		200DB MQ	5	.35000	144
555	97EZ-60GOLFCART#973175	7/28/13		1,200							1,200		200DB MQ	5	.25000	300
556	JETSORT#14062276713119	6/20/13		2,197			1,099				1,098		200DB MQ	5	.25000	275
	TOTAL OFFICE EQUIPMENT			183,187		0	1,923	48,031	0	0	133,233	120,064				3,800

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BUTLER AMUSEMENTS INC 77-0014796

NO	DESCRIPTION	DATE ACQUIRED	DATE SOLD	COST/ BASIS	BUS. PCT	CUR 179 BONUS	SPECIAL DEPR. ALLOW.	PRIOR 179/ BONUS/ SP. DEPR	PRIOR DEC. BAL DEPR.	SALVAG /BASIS REDUCT.	DEPR. BASIS	PRIOR DEPR	METHOD	LIFE	RATE	CURRENT DEPR
RIDES																
35	75 UMBRELLA COMBO	6/01/75		30,000							30,000	30,000	S/L	7		
36	79 CHANCE ZIPPER	5/01/79		94,750							94,750	94,750	S/L	7		
37	SKY DIVER	10/10/74		65,000							65,000	65,000	S/L	10		
38	75 CARROUSEL	7/28/75		49,000							49,000	49,000	S/L	10		
39	UMBRELLA MOTORCYCLE	8/01/79		57,700							57,700	57,700	S/L	7		0
40	MERRY-GO-ROUND	8/01/79		53,000							53,000	53,000	S/L	5		0
41	MGR REBUILD	6/01/80		21,333							21,333	21,333	S/L	5		0
42	SLIDE	6/01/80		58,650							58,650	58,650	S/L	7		0
43	SCREAM MACHINE	4/01/80		135,465							135,465	135,465	S/L	5		0
44	SKYDIVER REPAIRS	4/01/82		95,000							95,000	95,000	S/L	5		0
45	82 FLYING BOBS	5/10/82		274,975							274,975	274,975	PRE	5		0
46	WAVE SWINGER	8/31/84		330,000							330,000	330,000	PRE	5		0
47	84 KPS JUNGLE OF FUN	2/23/84		27,000							27,000	27,000	PRE	5		0
48	HAMPTON MOTORCYCLE JUMP	9/18/85		56,525							56,525	56,525	PRE	5		0
49	THUNDER BOLT RIDE	7/31/85		324,750							324,750	324,750	PRE	5		0
50	86 TURN CENTURY TILT WHIR	8/04/86		93,790							93,790	93,790	PRE	5		0
51	ZIPPER#10612286/TRAIL#314	1/23/87		170,000							170,000	170,000	200DB HY	7		0
52	88 GRAVITRON/TRAILER MOUN	6/17/88		187,400							187,400	187,400	200DB HY	7		0
53	WATER GUN GAME/TRAILER MO	9/01/88		65,300							65,300	65,300	200DB HY	7		0
54	GIANT GONDOLA WH/TRAILER	9/23/88		464,988							464,988	464,988	200DB HY	7		0
55	NOAHS' LARK	4/05/89		46,338							46,338	46,338	200DB HY	7		0
56	SPIDER REBUILD	7/24/89		24,456							24,456	24,456	200DB HY	7		0
57	85 HAMPTON CAD TO JET SKI	7/25/89		55,380							55,380	55,380	200DB HY	7		0
58	89 EAGLE 16 #389/#E9G0000	8/02/89		204,480							204,480	204,480	200DB HY	7		0

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BUTLER AMUSEMENTS INC 77-0014798

NO.	DESCRIPTION	DATE ACQUIRED	DATE SOLD	COST/ BASIS	BUS. PCT	CUR 179 BONUS	SPECIAL DEPR. ALLOW	PRIOR 179/ BONUS/ SP DEPR	PRIOR DEC. BAL DEPR	SALVAG /BASIS REDUCT	DEPR. BASIS	PRIOR DEPR	METHOD	LIFE	RATE	CURRENT DEPR
59	89 ELI LITTLE SWING #889	8/11/89		42,600							42,600	42,600	200DB HY	7		0
61	79 MIDGET RIDE	7/28/89		12,780							12,780	12,780	200DB HY	7		0
62	SKY DIVER REBUILD	2/27/90		54,291							54,291	54,291	200DB HY	7		0
63	HAMPTON CADILLAC #HF9GF33	4/03/90		59,438							59,438	59,438	200DB HY	7		0
64	90 CHANCE ZIPPER#10615591	2/27/91		208,906							208,906	208,906	200DB HY	7		0
65	CHANCE 36' MGR/45' RACK V	6/27/90		303,830							303,830	303,823	200DB HY	7		0
66	91 TILT WHIRL #2008RE791	8/28/90		94,063							94,063	94,063	200DB HY	7		0
67	90MOONWALKER390#FH5590KPS	6/03/90		186,938							186,938	186,938	200DB HY	7		0
68	BUMPER CARS (ROSE)	6/01/90		106,250							106,250	106,250	200DB HY	7		0
69	80 SUPERSLIDEREBUILD#S174	6/28/91		40,763							40,763	40,763	200DB HY	7		0
70	86 SUPERSLIDEREBU#MS10786	7/18/91		25,395							25,395	25,395	200DB HY	7		0
71	ORBITOR #4844230/9374831L	10/02/91		256,822							256,822	256,822	200DB HY	7		0
72	84 BUMPER CARS OTTERBACHE	7/01/84		123,500							123,500	123,500	PRE	5		
73	91 DRAGON WG #MM063991	4/01/91		36,270							36,270	36,270	200DB HY	7		0
74	91 ELI EAGLE 16 #1E9G0003	7/18/91		212,458							212,458	212,458	200DB HY	7		0
75	12 BUMPER CARS #E1385,131	4/05/91		25,240							25,240	25,240	200DB HY	7		0
76	CHANCE GIANT WH #40002792	3/06/92		850,181							850,181	850,162	200DB HY	7		0
77	50' GRANDCARROUSEL#405292	9/09/92		537,792							537,792	537,781	200DB HY	7		0
78	HAMPTON BUMPER CARS	9/02/92		27,047							27,047	27,047	200DB HY	7		0
79	WMI 92 STAR SHIP #1F1FGWT	11/28/92		156,000							156,000	156,000	200DB HY	7		0
80	12 EXSACO BUMPERCARS#1523	1/26/93		21,959							21,959	21,959	200DB HY	7		0
81	80 SUPER SLIDE REBUILD	7/24/92		40,763							40,763	40,763	200DB HY	7		0
82	93 CHANCE YO YO	7/23/93		254,038							254,038	254,038	200DB HY	7		0
83	ELEC 7 TILT WHIRL REBUILD	9/17/93		83,926							83,926	83,926	200DB HY	7		0
84	94 TILT WHIRL #2046E794	8/26/94		155,102							155,102	155,102	200DB HY	7		0
85	95DARTRON GOLIATHSL 48'TR	8/28/95		134,000							134,000	134,000	200DB HY	7		0
86	6 HAMPTON ROADSTERS	3/28/95		16,034							16,034	16,034	200DB HY	7		0

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BUTLER AMUSEMENTS INC 77-0014796

NO.	DESCRIPTION	DATE ACQUIRED	DATE SOLD	COST/ BASIS	BUS. PCT	CUR 179 BONUS	SPECIAL DEPR. ALLOW	PRIOR 179/ BONUS/ SP. DEPR	PRIOR DEC. BAL DEPR	SALVAG /BASIS REDUCT	DEPR. BASIS	PRIOR DEPR	METHOD	LIFE	RATE	CURRENT DEPR
87	91 SELLNER BERRYGR #35T91	7/16/91		40,543							40,543	40,543	200DB HY	7		0
88	BEAR AFFAIR #08T95/TR NBE	6/27/95		33,813							33,813	33,813	200DB HY	7		0
89	95 WISD ORIENT EXP #83289	10/10/95		90,509							90,509	90,509	200DB HY	7		0
90	50%MARDI GRAS/96 48' TR	7/24/96		94,281							94,281	94,281	200DB HY	7		0
91	96 WISD RAIDERS#931176/TR	7/19/96		162,000							162,000	162,000	200DB HY	7		0
92	96 WISD ORIENT EXP#833026	7/06/96		114,057							114,057	114,057	200DB HY	7		0
158	HIMALAYA 3539/3TRLS	11/18/97		180,000							180,000	180,000	200DB HY	7		0
160	97 EVOLUTION/2TR#8551,8552	3/14/97		854,000							854,000	854,000	200DB HY	7		0
162	97WISDOM TORNADO#71177	6/05/97		148,000							148,000	148,000	200DB HY	7		0
165	3 STORY CLUBFUN#1SR/TRL34	1/26/98		325,000							325,000	325,000	200DB HY	7		0
173	KID KOUNTRY (STINSON)	10/12/97		20,000							20,000	20,000	200DB HY	7		0
174	98CLIFFHANGER#8012715K	5/25/98		225,000							225,000	225,000	200DB HY	7		0
198	98 DEMO DERBY #R074US98	11/17/98		230,000							230,000	230,000	200DB HY	7		0
199	98 FOOTLOOSE II #KMZ3A146	1/19/99		418,500							418,500	418,500	200DB HY	7		0
200	98 CRAZYTRAIN#98PACT10006	8/27/98		277,140							277,140	277,140	200DB HY	7		0
201	99 RINGFIRE#99PA60081/#58	8/27/98		281,500							281,500	281,500	200DB HY	7		0
203	50% 98 GHOST PARTY#GP2850	8/04/98		49,750							49,750	49,750	200DB HY	7		0
209	98 WISDOMRENEGADE#73018	2/08/00		110,453							110,453	110,453	200DB HY	7		0
210	MAJESTICSCOOTERS2400#6252	5/28/99		300,000							300,000	300,000	200DB HY	7		0
211	SELLNER DIZZYDRAGON32T99	7/12/99		92,658							92,658	92,658	200DB HY	7		0
212	TIVOLI SPINOUT#48105230	7/16/99		483,000							483,000	483,000	200DB HY	7		0
220	FIRE BALL01PT70089TRL5014	11/20/00		303,011							303,011	303,011	200DB HY	7		0
221	LOLLYSWING16R00183TR24183	11/29/00		63,500							63,500	63,500	200DB HY	7		0
222	KITEFLYER12R00191TR24191	11/29/00		103,771							103,771	103,771	200DB HY	7		0
223	ZIPPER#10621500TRLW275357	6/01/00		408,790							408,790	408,790	200DB HY	7		0
224	INTRUDERNT218800TRLF21202	8/04/00		220,000							220,000	220,000	200DB HY	7		0
225	MONSTERTRUCK072TLY2267064	7/23/00		61,000							61,000	61,000	200DB HY	7		0

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BUTLER AMUSEMENTS INC 77-0014796

NO.	DESCRIPTION	DATE ACQUIRED	DATE SOLD	COST/ BASIS	BUS. PCT	CUR 179 BONUS	SPECIAL DEPR. ALLOW.	PRIOR 179/ BONUS/ SP. DEPR.	PRIOR DEC. BAL. DEPR	SALVAG /BASIS REDUCT	DEPR. BASIS	PRIOR DEPR.	METHOD	LIFE	RATE	CURRENT DEPR.
226	AIRPORT#00073;TRLY2267072	11/27/00		127,000							127,000	127,000	200DB HY	7		0
227	JUMPJUMBO002T01TRLF766J01	7/04/00		113,500							113,500	113,500	200DB HY	7		0
228	CA SBE USE TAX	4/25/00		285,531							285,531	285,531	200DB HY	7		0
229	SQUADRON78030;TRLM063030	3/09/00		177,000							177,000	177,000	200DB HY	7		0
238	50%MARDI GRAS 48DDMM/9374	5/18/01		95,230							95,230	95,230	200DB HY	7		0
239	FIREBALL(BEACH)KMG2403518	5/07/01		654,000							654,000	654,000	200DB HY	7		0
240	WACKY WORM	2/15/02		212,650							212,650	212,650	200DB HY	7		0
251	28' CARROUSEL 40307098/TR	7/01/02		251,305				75,392			175,913	175,913	200DB HY	7		0
252	'00 FRED 5 SLIDE #162001	11/26/02		133,000				39,900			93,100	93,100	200DB HY	7		0
253	'88 WISDOM RAIDER 9Z308	12/31/02		176,500				52,950			123,550	123,550	200DB HY	7		0
260	84 ELI LITTLE WHEEL #8007	9/13/02		20,500				6,150			14,350	14,350	200DB HY	7		0
261	ZAMP ENERGYSTORM 1157/TRL	9/04/03		485,032							485,032	485,032	200DB HY	7		0
262	ZAMP ROCKIN TUG 24R022363	12/01/03		240,950							240,950	240,950	200DB HY	7		0
279	91 ZAMP RED BARON JET	11/13/03		8,297							8,297	8,297	200DB HY	7		0
280	98 AIRPLANE/DRAGON	11/13/03		10,075							10,075	10,075	200DB HY	7		0
285	CA SBE USE TAX	6/11/03		139,305							139,305	139,305	200DB HY	7		0
286	91 ELI EAGLE 16/TRL008009	1/14/05		149,078							149,078	149,078	200DB HY	7		0
298	LOONEY TRAIN 02-100(50%)	3/01/04		37,073				18,537			18,536	18,536	200DB HY	7		0
299	FABBRI SPINCOASTER0200036	9/17/05		876,397							876,397	876,397	200DB HY	7		0
329	FABBRI CHOPPER HOPPER	8/07/06		244,812							244,812	233,894	200DB HY	7	.04460	10,918
330	FAMILYSWING200038/A215585	7/14/06		428,202							428,202	409,104	200DB HY	7	.04460	19,098
331	98CRAZYTRAIN REBLD9810006	9/06/06		48,771							48,771	46,594	200DB HY	7	.04460	2,177
346	07TORNADO711337/TRM063337	1/11/08		177,488							177,488	148,434	200DB MQ	7	.08730	15,495
347	07HIMALAYA101097/TR063097	12/12/07		375,688							375,688	314,188	200DB MQ	7	.08730	32,798
348	07JUMPAROUND#6376BAJA BUG	5/08/07		94,163							94,163	84,906	200DB MQ	7	.08750	8,239
349	07MINITEA#R06374/TR274374	5/08/07		83,438							83,438	75,237	200DB MQ	7	.08750	7,301
350	2008WISDOM VIPER/TRL	2/26/08		405,188							405,188	338,858	200DB MQ	7	.08730	35,373

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BUTLER AMUSEMENTS INC 77-0014796

NO	DESCRIPTION	DATE ACQUIRED	DATE SOLD	COST/ BASIS	BUS. PCT.	CUR 179 BONUS	SPECIAL DEPR. ALLOW.	PRIOR 179/ BONUS/ SP. DEPR.	PRIOR DEC. BAL DEPR.	SALVAG /BASIS REDUCT	DEPR. BASIS	PRIOR DEPR	METHOD	LIFE	RATE	CURRENT DEPR
351	07PRG ELEVATED TABLE	6/07/07		138,571							138,571	121,651	200DB MQ	7	.08870	12,291
352	88GRAVITRON86878REPAIRS	10/22/07		80,000							80,000	68,488	200DB MQ	7	.08850	7,080
353	92 STARSHIP TABLE REBUILD	11/05/07		65,000							65,000	55,648	200DB MQ	7	.08850	5,753
354	93 CHANCE YOYO REPAIRS	2/26/08		73,108							73,108	61,140	200DB MQ	7	.08730	6,382
378	08 ELI SCRAMB 7-2008 TRL28	9/01/08		234,066							234,066	181,846	200DB HY	7	.08920	20,879
379	08 ELI SCRAMB #8-2008 TRL8	9/01/08		234,066							234,066	181,846	200DB HY	7	.08920	20,879
380	08VIPER#90058TRL28M063068	8/29/08		394,013							394,013	306,108	200DB HY	7	.08920	35,146
381	95ZAMPSAMBASB02R054US#674	9/23/08		50,220							50,220	39,015	200DB HY	7	.08920	4,480
382	97ZAMPLOLLISWSB32R057#678	9/23/08		50,220							50,220	39,015	200DB HY	7	.08920	4,480
383	88ZAMPDINODRAMJ08F022#676	9/23/08		50,220							50,220	39,015	200DB HY	7	.08920	4,480
384	90WISDDRAWAG#M063530#680	9/23/08		40,176							40,176	31,213	200DB HY	7	.08920	3,584
385	92MAJBUMPERCARS#2168#682	9/23/08		100,440							100,440	78,032	200DB HY	7	.08920	8,959
386	92 HAMPTON JEEPS #684	9/23/08		25,110							25,110	19,507	200DB HY	7	.08920	2,240
398	HIPHOPFH5500KPSHDSERVER	7/01/08		11,000							11,000	10,366	200DB HY	5	.05760	634
399	HIPHOPFH5590KPSMIDWMESSEN	7/01/08		6,000							6,000	6,000	S/L HY	3		0
406	01ZAMPTURBOFORCE#11A24317	7/07/09		164,575							164,575	82,288	S/L HY	7	.14290	23,518
407	09WISDWINDSURF#73019#3019	3/12/09		299,088							299,088	149,545	S/L HY	7	.14290	42,740
408	09LEDPACKAGE94CENTURYWHL	9/03/09		102,838							102,838	51,420	S/L HY	7	.14290	14,693
409	09FUNTECUTOOB#51208#12035	9/01/09		196,650							196,650	98,325	S/L HY	7	.14290	28,101
410	84SDCMUSICEXPRESS#6401	10/27/09		164,375							164,375	82,187	S/L HY	7	.14290	23,489
411	88TMLORBITER#72320#27032	10/27/09		164,375							164,375	82,187	S/L HY	7	.14290	23,489
412	09LEDPACKAGEGIANTWHEEL	1/15/10		163,773							163,773	81,886	S/L HY	7	.14290	23,403
413	09LEDPACKAGEGIANTWH4428	2/01/10		86,600							86,600	43,299	S/L HY	7	.14290	12,375
414	09SIGNGIANTWHEEL INV4428	2/01/10		10,825							10,825	5,413	S/L HY	7	.14290	1,547
434	11LEMONAIDEREZTRL#1022412	2/06/11		28,521				28,521			0		200DB HY	7		0
456	10SSFROGHOPPERTRLBU162007	4/26/11		65,141				65,141			0		200DB HY	7		0
457	ENTRANCE GATE CENTURY WHL	3/01/11		93,525				93,525			0		200DB HY	7		0

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BUTLER AMUSEMENTS INC 77-0014796

NO	DESCRIPTION	DATE ACQUIRED	DATE SOLD	COST/ BASIS	BUS. PCT.	CUR 179 BONUS	SPECIAL DEPR. ALLOW	PRIOR 179/ BONUS/ SP DEPR	PRIOR DEC. BAL DEPR	SALVAG /BASIS REDUCT	DEPR. BASIS	PRIOR DEPR	METHOD	LIFE	RATE	CURRENT DEPR
458	LED5650LIGHTPACKAGEGIANTW	3/11/11		200,644				200,644			0		200DB HY	7		0
459	11ZAMPHAPPYSW1129US/24129	7/19/11		83,812				83,812			0		200DB HY	7		0
460	REVERCHONLOGFLUME#100-510	8/30/11		425,125				425,125			0		200DB HY	7		0
497	13VERTIGOVG106TL5DW778049	1/11/13		811,465				529,916			281,549	10,051	200DB MQ	7	.27550	77,567
498	86PINFZYKROSTR34986#786TR	11/09/12		375,375							375,375	40,203	200DB MQ	7	.25510	95,758
558	13FREAKOUTFRB16#DL0016677	1/15/14		441,193		85,000					356,193		200DB MQ	7	.03570	12,716
	TOTAL RIDES			24,222,225		85,000	0	1,619,613	0	0	22,517,612	20,358,308				648,065
	SUPPORT EQUIPMENT															
5	3 WESCO ELECT TRANSFORMER	6/13/86		65,749							65,749	65,748	PRE	5		0
6	CLARKFORKLIFT#Y3557013967	3/19/86		10,272							10,272	10,272	PRE	5		0
7	CLARKFORKLIFT#Y3551204046	3/19/86		7,488							7,488	7,486	PRE	5		0
10	CAT GENERATOR	2/27/89		4,000							4,000	4,000	200DB HY	7		0
11	TRANSFORMER300KUA12KU/120	8/31/90		10,029							10,029	10,029	200DB HY	7		0
12	HUSKEY LATHE PC36 #1978	7/29/91		1,786							1,786	1,786	200DB HY	7		0
13	CLARK FL #GP138MB5416925	11/20/91		13,856							13,856	13,856	200DB HY	7		0
14	KEYLITE POWER SYS 17 UNIT	7/01/91		144,387							144,387	144,387	200DB HY	7		0
15	KEYLITE POWER UNIT CDB225	9/10/92		12,008							12,008	12,008	200DB HY	7		0
16	KEYLITE POWER UNIT CDB225	9/10/92		12,008							12,008	12,008	200DB HY	7		0
17	KEYLITE POWER UNIT CDB223	9/10/92		13,585							13,585	13,585	200DB HY	7		0
18	KEYLITE POWER UNIT CDB225	9/10/92		13,585							13,585	13,585	200DB HY	7		0
19	YELLOW JACKET CABLE PROCT	5/17/93		6,427							6,427	6,427	200DB HY	7		0
26	FORKLIFT	4/17/93		14,469							14,469	14,469	200DB HY	7		0
28	UNIGLIDE BENCHES	2/25/97		5,750							5,750	5,750	200DB HY	7		0
103	5 OWENS TICKET BOXES	10/06/86		25,650							25,650	25,650	PRE	5		0
116	89 SPCNS FORKLFT TRL#9507	8/26/89		1,500							1,500	1,500	200DB HY	5		0

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BUTLER AMUSEMENTS INC 77-0014796

NO	DESCRIPTION	DATE ACQUIRED	DATE SOLD	COST/ BASIS	BUS. PCT.	CUR 179 BONUS	SPECIAL DEPR. ALLOW.	PRIOR 179/ BONUS/ SP. DEPR	PRIOR DEC. BAL DEPR	SALVAG /BASIS REDUCT	DEPR. BASIS	PRIOR DEPR	METHOD	LIFE	RATE	CURRENT DEPR
134	TICKET BOX REBUILD	5/01/91		48,840							48,840	48,840	200DB HY	5		
137	8-9 OWEN TICKET 3 SER	5/26/92		12,990							12,990	12,990	200DB HY	5		
138	8-9 OWEN TICKET 3 SER	5/26/92		12,990							12,990	12,990	200DB HY	5		
139	8-9 OWEN TICKET 3 SER	5/26/92		12,990							12,990	12,990	200DB HY	5		
157	OWENS TICKET BOX	10/08/96		8,248							8,248	8,248	200DB HY	5		
168	WELDER	4/08/97		4,700							4,700	4,700	200DB HY	7		
181	96 SPMBL 600KW GEN 15280	7/15/98		85,000							85,000	85,000	200DB HY	7		
182	UNIGLIDE 2 SELLER BXTB101	4/01/98		8,100							8,100	8,100	200DB HY	7		
183	UNIGLIDE 2 SELLER BXTB102	4/01/98		8,100							8,100	8,100	200DB HY	7		
184	UNIGLIDE 2 SELLER BXTB103	4/01/98		8,100							8,100	8,100	200DB HY	7		
185	UNIGLIDE 2 SELLER BXTB104	4/01/98		8,100							8,100	8,100	200DB HY	7		
186	UNIGLIDE 2 SELLER BXTB105	4/01/98		8,100							8,100	8,100	200DB HY	7		
187	UNIGLIDE 2 SELLER BXTB106	4/01/98		8,100							8,100	8,100	200DB HY	7		
189	ATM BOX #ATM002TB98	4/01/98		22,200							22,200	22,200	200DB HY	7		
190	ATM BOX #ATM003TB98	4/01/98		22,200							22,200	22,200	200DB HY	7		
192	UNIGLIDE STD BOX #TB108	4/01/98		9,300							9,300	9,300	200DB HY	7		
193	UNIGLDIE STD BOX #TB109	4/01/98		9,300							9,300	9,300	200DB HY	7		
194	UNIGLIDE STD BOX #TB110	4/01/98		9,300							9,300	9,300	200DB HY	7		
195	UNIGLIDE STD BOX #TB111	4/01/98		9,300							9,300	9,300	200DB HY	7		
196	5 UNIGLIDE PICNIC TABLES	4/01/98		3,100							3,100	3,100	200DB HY	7		
197	UNIGLIDE 10 BENCH RACK	4/01/98		6,100							6,100	6,100	200DB HY	7		
214	99 UNIGLIDE 50'TRL 8BOX	4/15/99		98,400							98,400	98,400	200DB HY	7		
219	TRAILER POWER BOX	9/08/99		3,485							3,485	3,485	200DB HY	7		
235	FORKLIFT #9000116	3/16/00		6,500							6,500	5,821	200DB HY	7		
250	3406 CAT/81 GREAT DANE TR	6/14/01		28,960							28,960	28,960	200DB HY	7		
272	CAT 3456 455KW X00448GULL	4/15/03		170,426							170,426	170,426	200DB HY	7		
273	CAT 3456 410KWX00584GULL	1/26/04		165,621							165,621	165,621	200DB HY	7		

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BUTLER AMUSEMENTS INC 77-0014796

NO	DESCRIPTION	DATE ACQUIRED	DATE SOLD	COST/ BASIS	BUS. PCT	CUR 179 BONUS	SPECIAL DEPR. ALLOW.	PRIOR 179/ BONUS/ SP DEPR	PRIOR DEC. BAL DEPR	SALVAG /BASIS REDUCT	DEPR. BASIS	PRIOR DEPR	METHOD	LIFE	RATE	CURRENT DEPR
274	VOLVO 1240 LM23942 GULL	1/26/04		87,955							87,955	87,955	200DB HY	7		0
275	TICKET BOX TRL 1139403	8/28/03		46,000							46,000	46,000	200DB HY	5		0
276	TICKET BOX TRL 1139404	8/28/03		46,000							46,000	46,000	200DB HY	5		0
277	PRESSURE WASHER	1/27/04		5,542							5,542	5,542	200DB HY	7		0
278	CAT 500KW CBX00476	6/25/03		63,328							63,328	63,328	200DB HY	7		0
293	USED CAT 3306 #8JJ01013	1/05/05		38,114							38,114	38,114	200DB HY	7		0
294	CAT 3456 #0480/TRLA233122	3/01/04		170,426				85,213			85,213	85,213	200DB HY	7		0
295	CAT 3456 #0597/TRLA233127	3/31/04		170,426				85,213			85,213	85,213	200DB HY	7		0
296	CAT 3456/TRLA233134	11/05/04		172,678				86,339			86,339	86,339	200DB HY	7		0
314	CAT3456 455SET#175 GW3136	4/04/05		177,863							177,863	177,863	200DB HY	7		0
315	GW GF6013 AMP #B0611102	2/03/06		6,792							6,792	6,792	200DB HY	7		0
316	GW GF6013 AMP #B0611103	2/03/06		6,792							6,792	6,792	200DB HY	7		0
317	GW GF6013 AMP #B0611104	2/03/06		6,792							6,792	6,792	200DB HY	7		0
318	GW GF6013 AMP #B0611105	2/03/06		6,792							6,792	6,792	200DB HY	7		0
319	GW GF6013 AMP #B0611106	2/03/06		6,792							6,792	6,792	200DB HY	7		0
320	GW GF6013 AMP #B0611107	2/03/06		6,792							6,792	6,792	200DB HY	7		0
321	CAT3456 455SET#260 GW3142	2/03/06		160,863							160,863	160,863	200DB HY	7		0
327	ELECTRIC CART 136W026675	2/20/06		10,550							10,550	10,550	200DB HY	7		0
328	ELECTRIC CART E0612608798	2/20/06		7,307							7,307	7,307	200DB HY	7		0
337	GULLGEN#E0611137/TRL33146	5/03/06		122,893							122,893	117,410	200DB HY	7	.04460	5,483
345	CA USE TAX SUPPORT	6/30/06		9,431							9,431	9,010	200DB HY	7	.04460	421
367	CATC15#SE00854/LC5#B10537	5/24/07		68,640							68,640	61,893	200DB MQ	7	.08750	6,006
368	CATC9#S9L01544/#G5A01913	1/21/08		52,557							52,557	43,953	200DB MQ	7	.08730	4,588
369	CAT GEN XQ400 #GHJ00528	8/06/07		75,210							75,210	66,027	200DB MQ	7	.08870	6,671
370	PRECEDENT 4 PASS LOT CART	2/05/08		9,687							9,687	9,687	200DB MQ	5		0
387	08GWCATGENTOW18#583#575	5/06/08		209,885							209,885	163,061	200DB HY	7	.08920	18,722
392	PEPSI SODA MACHINE	7/04/08		2,006							2,006	1,559	200DB HY	7	.08920	179

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BUTLER AMUSEMENTS INC 77-0014795

NO.	DESCRIPTION	DATE ACQUIRED	DATE SOLD	COST/ BASIS	BUS. PCT.	CUR 179 BONUS	SPECIAL DEPR. ALLOW.	PRIOR 179/ BONUS/ SP. DEPR	PRIOR DEC. BAL DEPR	SALVAG /BASIS REDUCT	DEPR. BASIS	PRIOR DEPR	METHOD	LIFE	RATE	CURRENT DEPR
428	09GW25TOWER#911152#33160	4/17/09		131,839							131,839	65,920	S/L HY	7	.14290	18,840
429	HYSTERFORKLIFTS501M#9327V	7/28/09		5,463							5,463	2,732	S/L HY	7	.14290	781
430	BUNKHOUSEAIRCOND#623095	8/25/09		1,310							1,310	655	S/L HY	7	.14290	187
431	BUNKHOUSEAIRCOND#620196	9/01/09		1,588							1,588	794	S/L HY	7	.14290	227
432	MITSHIB2TNAIRCOND#7004575	7/31/09		3,950							3,950	1,974	S/L HY	7	.14290	566
436	GULLWGTWINTRL450500#33171	1/31/11		263,300				263,300			0		200DB HY	7		0
437	91CATFORKLIFTV907#2GJ0084	6/07/10		10,283				10,283			0		200DB HY	7		0
448	CATC9300KW GENSET USE TAX	2/28/11		3,810				3,810			0		200DB HY	7		0
472	89P&HCENTURYIICRANE#55044	8/26/11		67,883				67,883			0		200DB HY	7		0
480	PAINT BOOTH FAN EXHAUST	4/28/11		57,321				57,321			0		200DB HY	7		0
481	GWPOSSUMBELLYGENDISTUNIT	6/10/11		20,446				20,446			0		200DB HY	7		0
482	GWPOSSUMBELLYGENDISTUNIT	6/17/11		20,396				20,396			0		200DB HY	7		0
483	GWPOSSUMBELLYGENDISTUNIT	6/17/11		20,395				20,395			0		200DB HY	7		0
484	01TOYFORKLT#7FGU3062044	6/27/11		10,771							10,771	5,601	200DB HY	5	.19200	2,068
485	MILLERBOB225WELD#LA133873	7/26/11		1,740				1,740			0		200DB HY	7		0
486	89COLEMAN#RD3163LIGHTTOWR	10/01/11		2,055							2,055	1,069	200DB HY	5	.19200	395
520	GWGENPGI500PTR#233177#776	3/05/12		259,660				129,830			129,830	32,458	200DB MQ	7	.21430	27,823
549	MANLIFE620 SN	4/17/13		6,450		6,450					0		200DB MQ	7		0
550	CATC15GENSETT4A00700#0869	9/03/13		115,690		115,690					0		200DB MQ	7		0
551	GENREBUILD#XE11578	10/23/13		14,500		14,500					0		200DB MQ	7		0
552	BANDSAW110V#16131609	10/04/13		3,149		3,149					0		200DB MQ	7		0
	TOTAL SUPPORT EQUIPMENT			3,931,211		139,789	0	852,169	0	0	2,939,253	2,685,259				92,955
	TRACTORS															
94	INTL 1654 #1HTLAZRM4JH601	6/24/88		20,988							20,988	20,988	200DB HY	5		0
95	90 INTL 4900#272957 16000	6/07/90		43,608							43,608	43,608	200DB HY	3		0

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NO	DESCRIPTION	DATE ACQUIRED	DATE SOLD	COST/ BASIS	BUS. PCT	CUR 179 BONUS	SPECIAL DEPR. ALLOW	PRIOR 179/ BONUS/ SP DEPR	PRIOR DEC. BAL DEPR	SALVAG /BASIS REDUCT	DEPR. BASIS	PRIOR DEPR	METHOD	LIFE	RATE	CURRENT DEPR
161	91FORDLTA9000TRACT#A02717	3/05/97		65,000							65,000	65,000	200DB HY	3		0
166	93INTLTRACTOR9670#H493334	3/19/97		33,035							33,035	33,035	200DB HY	3		0
167	93INTLTRACTOR9670#H503771	3/19/97		33,035							33,035	33,035	200DB HY	3		0
207	95 KENWORTH TRACT#SF65496	1/17/99		25,000							25,000	25,000	200DB HY	3		0
247	97 IHC9200 8VCO22830	3/01/01	3/14/13	27,540							27,540	27,540	200DB HY	3		0
248	96 FL TRAC TH607297	3/01/01		37,540							37,540	37,540	200DB HY	3		0
249	50% 95 GMCVOLVO R83861	3/28/01		12,040							12,040	12,040	200DB HY	3		0
271	94 INTL DMV 305 H570986	6/29/03		6,185							6,185	6,185	200DB HY	3		0
289	99 INTL 9200#AXRXXC080278	5/12/04	3/14/13	25,760				12,880			12,880	12,880	200DB HY	3		0
291	99 INTL 9200#AXROXC080287	5/12/04	3/14/13	25,260				12,630			12,630	12,630	200DB HY	3		0
305	2000 INTL 9200 #2YC029750	4/19/05	3/14/13	25,000							25,000	25,000	200DB HY	3		0
306	2000 INTL 9200 #2YC029760	4/19/05	3/14/13	25,000							25,000	25,000	200DB HY	3		0
308	02 FREIGHTLINER #LJ51262	2/03/06	3/14/13	31,800							31,800	31,800	200DB HY	3		0
309	02 FREIGHTLINER #LJ51265	2/03/06	3/14/13	31,800							31,800	31,800	200DB HY	3		0
310	02 FREIGHTLINER #LJ51263	2/03/06	3/14/13	31,800							31,800	31,800	200DB HY	3		0
311	02 FREIGHTLINER #LJ51266	2/03/06	3/14/13	31,800							31,800	31,800	200DB HY	3		0
312	02 FREIGHTLINER #LJ51264	2/03/06	3/14/13	31,800							31,800	31,800	200DB HY	3		0
313	05 STERLING#60386 CRANE	2/27/06		172,496							172,496	172,496	200DB HY	3		0
333	03FLCENTURY BCG83LL11335	1/03/07		32,500							32,500	32,500	200DB HY	3		0
334	03FLCENTURY BCG83LL11336	1/03/07	3/14/13	32,500							32,500	32,500	200DB HY	3		0
335	03FLCENTURY BCG83LL11337	1/03/07		32,500							32,500	32,500	200DB HY	3		0
336	03FLCENTURY BCG83LL11338	1/03/07	3/14/13	32,500							32,500	32,500	200DB HY	3		0
342	CA USE TAX TRACTORS	6/30/06		33,851							33,851	33,851	200DB HY	3		0
364	01INTL9400#NAER91C021183	3/19/07		23,500							23,500	23,500	200DB MQ	3		0
365	01INTL9400#NAER21C021185	3/19/07	3/14/13	23,500							23,500	23,500	200DB MQ	3		0
366	01INTL9400#NAER41C021186	3/19/07		23,500							23,500	23,500	200DB MQ	3		0
394	05INTL9400#CNAPRX5C025035	3/12/08		41,934							41,934	41,934	200DB HY	3		0

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NO	DESCRIPTION	DATE ACQUIRED	DATE SOLD	COST/ BASIS	BUS. PCT	CUR 179 BONUS	SPECIAL DEPR. ALLOW	PRIOR 179/ BONUS/ SP DEPR	PRIOR DEC. BAL DEPR	SALVAG /BASIS REDUCT	DEPR. BASIS	PRIOR DEPR	METHOD	LIFE	RATE	CURRENT DEPR
395	05INTL9400#CNAPR75C025039	3/12/08		41,934							41,934	41,934	200DB HY	3		0
396	05INTL9400#CNAPRX5C025049	3/12/08		41,935							41,935	41,935	200DB HY	3		0
397	05INTL9400#CNAPR15N048251	3/12/08		41,935							41,935	41,935	200DB HY	3		0
421	07FLTRACTOR12064S#LX28309	1/04/10		34,000							34,000	34,000	S/L HY	3		0
422	07FLTRACTOR12064S#LX28283	1/04/10		34,000							34,000	34,000	S/L HY	3		0
423	07FLTRACTOR12064S#LX28311	1/04/10		34,000							34,000	34,000	S/L HY	3		0
424	07FLTRACTOR12064S#LX28313	1/04/10		34,000							34,000	34,000	S/L HY	3		0
425	07FLTRACTOR12064S#LX28245	1/04/10		34,000							34,000	34,000	S/L HY	3		0
426	07FLTRACTOR12064S#LX28267	1/04/10		34,000							34,000	34,000	S/L HY	3		0
427	07FLTRACTOR12064S#LX28270	1/04/10		34,000							34,000	34,000	S/L HY	3		0
449	03FL#49#CG83LL11335USETAX	2/28/11		2,356				2,356			0		200DB HY	3		0
450	03FL#53#CGX3LL11336USETAX	2/28/11		2,356				2,356			0		200DB HY	3		0
451	03FL#77#CG13LL11337USETAX	2/28/11		2,356				2,356			0		200DB HY	3		0
452	03FL#103#G33LL11338USETAX	2/28/11		2,357				2,357			0		200DB HY	3		0
453	01INTL9400#C021183USETAX	2/28/11		1,704				1,704			0		200DB HY	3		0
454	01INTL9400#C021185USETAX	2/28/11		1,704				1,704			0		200DB HY	3		0
455	01INTL9400C021186USETAX	2/28/11		1,703				1,703			0		200DB HY	3		0
473	05FREIGHTLRCL#275#DU23899	9/21/11		25,550							25,550	19,873	200DB HY	3	.14810	3,78
474	08FRIEGHTLCAS#361#LAB3776	2/21/12		45,089							45,089	35,070	200DB HY	3	.14810	6,678
475	08FRIEGHTLCAS#359#LAB3782	2/21/12		45,089							45,089	35,070	200DB HY	3	.14810	6,678
476	08FRIEGHTLCAS#357#LAB3842	2/21/12		45,089							45,089	35,070	200DB HY	3	.14810	6,678
477	08FRIEGHTLCAS#355#LAB3835	2/21/12		45,089							45,089	35,070	200DB HY	3	.14810	6,678
478	08FRIEGHTLCAS#353#LAB3781	2/21/12		44,339							44,339	34,487	200DB HY	3	.14810	6,567
479	08FRIEGHTLCAS#351LAB3831	2/21/12		44,839							44,839	34,876	200DB HY	3	.14810	6,641
505	08INTLSTAR#R08C654021#363	6/26/12		45,000							45,000	18,752	200DB MQ	3	.38890	17,501
506	08INTLSTAR#R38C654059#365	6/26/12		45,000							45,000	18,752	200DB MQ	3	.38890	17,501
507	08INTLSTAR#68C656732#389	2/22/13		47,599							47,599	3,965	200DB MQ	3	.61110	29,088

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BUTLER AMUSEMENTS INC 77-0014798

NO	DESCRIPTION	DATE ACQUIRED	DATE SOLD	COST/ BASIS	BUS. PCT	CUR 179 BONUS	SPECIAL DEPR. ALLOW	PRIOR 179/ BONUS/ SP. DEPR	PRIOR DEC. BAL. DEPR	SALVAG /BASIS REDUCT	DEPR. BASIS	PRIOR DEPR	METHOD	LIFE	RATE	CURRENT DEPR
TRAILERS																
4	2 ELECT TRANSFMR TRAILERS	10/01/84		76,479							76,479	76,479	PRE	5		
20	CITATION POPCORN MAC#2428	9/11/93		1,424							1,424	1,424	200DB HY	7		0
21	CITATION POPCORN MAC#2429	9/11/93		1,424							1,424	1,424	200DB HY	7		
22	CITATION POPCORN MAC#2433	9/11/93		1,424							1,424	1,424	200DB HY	7		
23	TORNADO FLOSS MACH#0852	9/11/93		1,070							1,070	1,070	200DB HY	7		
24	TORNADO FLOSS MACH#0854	9/11/93		1,070							1,070	1,070	200DB HY	7		0
25	TORNADO FLOSS MACH#0837	9/11/93		1,070							1,070	1,070	200DB HY	7		0
34	94 PACE TRAILER #40LAB302	11/07/94		8,500							8,500	8,500	200DB HY	5		0
60	89 OWENS FLOSS #1C902V22	7/01/89		53,250							53,250	53,250	200DB HY	7		0
96	73 UTILITY TRAILER #186	12/01/81		8,500							8,500	8,500	PRE	3		
97	73 UTILITY TRAILER #188	12/01/81		8,500							8,500	8,500	PRE	3		
98	82 FORD VAN 9000 TRL #191	6/01/82		22,500							22,500	22,500	PRE	5		
99	OTTERBACHER OFFICE TRL	7/01/84		87,000							87,000	87,000	PRE	5		
100	OTTERBACHER OFFICE TRL GB	3/04/85		100,335							100,335	100,335	PRE	5		
101	85 FOUNTAINE TRL-TURN CEN	8/04/86		24,260							24,260	24,260	PRE	5		
102	OWENS 20' TRL#304#1139168	6/10/86		37,107							37,107	37,105	PRE	5		0
104	79 VAN TRL C70 #U127043	2/20/88		8,100							8,100	8,100	200DB HY	7		
105	CIRCUS LOAD TRL-MGR	3/03/88		4,500							4,500	4,500	200DB HY	5		
106	77 45' KENTUCKY TRL#54882	3/07/88		5,865							5,865	5,865	200DB HY	5		
107	77 45' KENTUCKY TRL#54885	3/11/88		5,385							5,385	5,385	200DB HY	5		0
108	68FRUEHALF TRL#VVJ450704	4/07/88		1,605							1,605	1,605	200DB HY	5		0
109	67FRUEHALF TRL#VVF298605	4/22/88		1,605							1,605	1,605	200DB HY	5		0
110	88OWENS FLOSS WG#J1139200	6/28/88		50,350							50,350	50,350	200DB HY	7		0
111	67 40 'RELIANCE TRL#67401	7/11/88		6,256							6,256	6,256	200DB HY	5		0
112	TRL #URT26771-6SWEEPCOMBO	8/30/88		36,000							36,000	36,000	200DB HY	7		0

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BUTLER AMUSEMENTS INC 77-0014796

NO	DESCRIPTION	DATE ACQUIRED	DATE SOLD	COST/ BASIS	BUS. PCT	CUR 179 BONUS	SPECIAL DEPR. ALLOW	PRIOR 179/ BONUS/ SP. DEPR	PRIOR DEC. BAL DEPR	SALVAG /BASIS REDUCT	DEPR. BASIS	PRIOR DEPR	METHOD	LIFE	RATE	CURRENT DEPR
508	08INTLSTAR#68C666771#391	2/22/13		47,599							47,599	3,965	200DB MQ	3	.61110	29,088
509	08INTLSTAR#68C661674#393	2/22/13		47,600							47,600	3,965	200DB MQ	3	.61110	29,088
510	08FLCST120#18LU22783#369	1/17/13		38,100							38,100	3,174	200DB MQ	3	.61110	23,288
511	08FLCST120#18LU22790#371	1/17/13		38,100							38,100	3,174	200DB MQ	3	.61110	23,283
512	08FLCST120#88LU22799#373	1/17/13		38,100							38,100	3,174	200DB MQ	3	.61110	23,288
513	08FLCST120#X8LU22805#375	1/17/13		38,100							38,100	3,174	200DB MQ	3	.61110	23,288
514	08FLCST120#98LU22813#377	1/17/13		38,100							38,100	3,174	200DB MQ	3	.61110	23,283
515	08FLCST120#28LU22815#379	1/17/13		38,100							38,100	3,174	200DB MQ	3	.61110	23,283
516	08FLCST120#48LU22816#381	1/17/13		38,100							38,100	3,174	200DB MQ	3	.61110	23,283
517	08FLCST120#68LU22817#383	1/17/13		38,100							38,100	3,174	200DB MQ	3	.61110	23,288
518	08FLCST120#88LU22818#385	1/17/13		38,100							38,100	3,174	200DB MQ	3	.61110	23,288
519	08FLCST120#68LU22820#387	1/17/13		38,100							38,100	3,174	200DB MQ	3	.61110	23,283
536	10INTL#397#CTAPR7AC212474	1/13/14		43,750							43,750		200DB MQ	3	.08330	3,644
537	10INTL#399#CTAPR0AC212476	1/13/14		43,750							43,750		200DB MQ	3	.08330	3,644
538	10INTL#401#CTAPR6AC212496	1/13/14		43,750							43,750		200DB MQ	3	.08330	3,644
539	10INTL#403#CTAPR8AC212497	1/13/14		43,750							43,750		200DB MQ	3	.08330	3,644
540	10INTL#405#CTAPRXAC212498	1/13/14		43,750							43,750		200DB MQ	3	.08330	3,644
541	10INTL#407#CTAPR8AC212502	1/13/14		43,750							43,750		200DB MQ	3	.08330	3,644
542	10INTL#409#CTAPR5AC212490	2/03/14		44,000							44,000		200DB MQ	3	.08330	3,665
543	10INTL#411#CTAPR7AC212491	2/03/14		44,000							44,000		200DB MQ	3	.08330	3,665
544	10INTL#413#CTAPR9AC212492	2/03/14		44,000							44,000		200DB MQ	3	.08330	3,665
545	10INTL#415#CTAPR0AC212493	2/03/14		44,000							44,000		200DB MQ	3	.08330	3,665
546	10INTL#417#CTAPR2AC212494	2/03/14		44,000							44,000		200DB MQ	3	.08330	3,665
547	10INTL#419#CTAPR4AC212495	2/03/14		44,000							44,000		200DB MQ	3	.08330	3,665
548	10INTL#421#CTAPR3AC212505	2/03/14		44,000							44,000		200DB MQ	3	.08330	3,665
	TOTAL TRACTORS			2,870,494		0	0	40,046	0	0	2,830,448	1,661,721				446,319

Butler's Exh. 5, p. 01789 Butler 01789.pdf, 5.xlsx

Butler Amusements Inc.
Bunkhouse and travel for H2B
For they year 2013

Butler Amusements Inc
Local convenience travel
Year 2013

Summary:	
Ave cost per passenger per week	50.25

Description	# passengers	Year acq	Cost	D Annual depn 5 yr	Dep to date	T Vehicle insur	T R/M Trucks	T Fuel	T Driver cost	O Licenses
Local convenience travel										
2002 Chev Express G2500 12 passenger va	12	5/6/03	11,185.00	-	11,185.00	997.53	3,479.34	5,967.52	10,224.00	100.00
2003 Ford F350 12 passenger van	12	5/2/12	12,576.00	2,515.20	1,467.20	997.53	3,479.34	5,967.52	10,224.00	100.00
1999 Ford 15 passenger van	15	7/13/12	8,832.00	1,766.40	809.60	997.53	3,479.34	5,967.52	10,224.00	100.00
2000 Ford El Dorado 26 passenger van	26	*10/15/09	4,500.00	900.00	2,925.00	997.53	3,479.34	5,967.52	10,224.00	100.00
2002 Ford El Dorado 14 passenger van	14	10/7/09	2,282.00	456.40	1,483.30	997.53	3,479.34	5,967.52	10,224.00	100.00
2002 Ford El Dorado 21 passenger van	21	10/7/09	4,630.00	926.00	3,009.50	997.53	3,479.34	5,967.52	10,224.00	100.00
2002 Ford El Dorado 21 passenger van	21	10/7/09	4,517.00	903.40	2,936.05	997.53	3,479.34	5,967.52	10,224.00	100.00
2002 Ford El Dorado 14 passenger van	14	10/7/09	3,846.00	769.20	2,499.90	997.53	3,479.34	5,967.52	10,224.00	100.00
2002 Ford El Dorado 14 passenger van	14	10/7/09	2,952.00	590.40	1,918.80	997.53	3,479.34	5,967.52	10,224.00	100.00
2007 Ford E150 8 passenger van	8	*07/01/12	3,000.00	600.00	300.00	997.53	3,479.34	5,967.52	10,224.00	100.00
2000 Ford van	8	*07/01/12	4,200.00	840.00	420.00	997.53	3,479.34	5,967.52	10,224.00	100.00
2007 Ford E150 8 passenger van	8	*07/01/12	3,000.00	600.00	300.00	997.53	3,479.34	5,967.52	10,224.00	100.00
2000 Ford van	8	*07/01/13	4,200.00	840.00	420.00	997.53	3,479.34	5,967.52	10,224.00	100.00
2010 Ford E350 XL 10 passenger van	10	3/29/13	15,030.00	3,006.00	751.50	997.53	3,479.34	5,967.52	10,224.00	100.00
1982 GMC van	8	*07/01/12	2,000.00	400.00	200.00	997.53	3,479.34	5,967.52	10,224.00	100.00
1994 Chev van	8	*07/01/12	3,000.00	600.00	300.00	997.53	3,479.34	5,967.52	10,224.00	100.00
2006 Ford E350 XLT 8 passenger van	8	3/13/13	11,430.00	2,286.00	476.25	997.53	3,479.34	5,967.52	10,224.00	100.00
2003 GMC SA 8 passenger van	8	6/4/13	13,283.00	2,656.60	1,549.68	997.53	3,479.34	5,967.52	10,224.00	100.00
2003 GMC SA 8 passenger van	8	6/10/13	13,283.00	2,656.60	1,549.68	997.53	3,479.34	5,967.52	10,224.00	100.00
Total passengers	231		127,746.00	23,312.20	34,501.47	18,953.07	66,107.46	113,382.88	194,256.00	1,900.00
Average passengers per van	12									
* estimated date acquired										
Total cost of equipment			127,746.00							
Depreciation to date			34,501.47							
Net investment			(93,244.53)							
5.5% of net investment			(5,128.45)							
Total annual cost (D+M+T+O+I)			417,911.61							
Average cost per week @ 36 weeks			11,608.66							
Number of passengers			231.00							
Local convenience travel per passenger per week			50.25							

Butler's Exh. 35, p. 001 Butler 01759

Butler Amusements Inc
Passenger vehicles
Year 2013

Make/model	Count	VIN/ID	Insur list #	Depn sch #	Depn sch Date acquired	Cost	Comments
2002 Chev Express G2500 12 passenger van	1	1GAGG25R221216905	5	284	5/6/2003	11,185.00	Depn sch description: Mini Bus (12 person)
2003 Ford E350 12 passenger van	2	1FBSS31L63HB82486	25	503	5/2/2012	12,576.00	
1999 Ford 15 passenger van	3	1FBSS31S0XHB23995	35	504	7/13/2012	8,832.00	
2000 Ford El Dorado 26 passenger bus	4	1FDWE45F9YHB54120	37			4,500.00	Estimated cost
2002 Ford El Dorado 14 passenger bus	5	1FDXE45S42HA16817	57	418	10/7/2009	2,282.00	
2002 Ford El Dorado 21 passenger bus	6	1FDXE45S52HA04630	95	419	10/7/2009	4,630.00	
2002 Ford El Dorado 21 passenger bus	7	1FDXE45S02HA04633	109	416	10/7/2009	4,517.00	
2002 Ford El Dorado 14 passenger bus	8	1FDXE45S62HA16821	121	420	10/7/2009	3,846.00	
2002 Ford El Dorado 14 passenger bus	9	1FDXE45S62HA16818	123	417	10/7/2009	2,952.00	
2000 Ford bus	10	1FDXE45S3YHA46819	141			3,000.00	Estimated cost
2007 Ford E150 8 passenger van	11	1FMNE11L27DB1507	171			4,200.00	Insur list cost
2000 Ford bus	12	1FDXE45SXYHA43609	173			3,000.00	Estimated cost
2007 Ford E150 8 passenger van	13	1FMNE11W57DB45940	183			4,200.00	Insur list cost
2010 Ford E350 XL 10 passenger van	14	1FBNE3BL1ADA31269	185	532	3/29/2013	15,030.00	See 2013 invoice
1982 GMC VAN	15	1GDKP32M7C3501844	213			2,000.00	Estimated cost
1994 Chev bus	16	1GBKH37N4R3316201	233			3,000.00	Depn sch description: 84 Chev van #143
2006 Ford E350 XLT 8 passenger van	17	1FBNE31L96HB00954	395	533	3/13/2013	11,430.00	See 2013 invoice
2003 GMC SA van 8 passenger	18	U31136693	135	534	6/4/2013	13,283.00	After date of insur list; see 2013 invoice
2003 GMC SA van 8 passenger	19	U131145718	227	535	6/10/2013	13,283.00	After date of insur list; see 2013 invoice
						127,746.00	

Butler's Exh. 35, p. 002 Butler 01760

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Butler's Exh. 35, p. 003 Butler 01761

Arthur J. Gallagher Risk Management Services, Inc.

cc: Danielle

Received 4/24/13
by Mary Ponce

Federal Expressed To:
Tami Quint & Jim Hall
c/o Santa Rella Office
On 4/24/13

April 23, 2013

Ms. Mary Ponce
Butler Amusements Inc
3003 SW 153rd Drive #205
Beaverton, OR 97006

RE: Auto Insurance ID Cards
5/1/2013 Renewal

Dear Mary:

Enclosed are the auto insurance ID cards for the 2013 renewal. I've run through them so they should all be here per the enclosed list. Let me know if I missed any. They have been batched in groups 1-99, 100-199, etc. It made it easier for me to check. Hope this helps you out as well.

With our new agency management system we are no longer able to use the pre-printed card stock. The information now prints out on plain paper.

Please let me know if you need any additional information.

Best regards,

Joanne Manion

Enclosure

cc: TRS

JMP

777 108th Ave NE, Suite 200
Bellevue, WA 98004
Main 425-454-3388
Fax 425-451-3716
Toll Free 888-828-8775
www.ajg.com

Butler Amusements, Inc.
Schedule of Vehicles - 5/1/2013 - 5/1/2014

	Butler #	Year	Make	Model		VIN	Depn #	Cost New	Class
	1	2007	GMC Yukon			1GKFK638X7J374102		30,000	1599
	2	1989	EYERLY NOAHS LARK	TRAILER		761			67699
	3	1993	Mitsubishi	Pickup		JA7LS21G3PP007490			1699
	(4) (Yes)	1987	Alloy > Bunthouse	28' Bunkhouse		1ALSP6181HS871578			67699
X	5	2002	Chevrolet Express G2500	12 Pass Van	X	1GAGG25R221216905		8,950	
	6	2000	WISDOM SQUADRON	TRAILER		1F9SFW8S4YM063030			67699
	7	1995	KENWORTH	TRACTOR		1XKADB9X4SS54938		15,000	50699
	8	1985	OTTERBACHER OFFICE	TRAILER		4776			67699
	10	1973	HAMPTON DUNE	TRAILER		1672			67699
	14	1989	SPCNS EQUIPMENT	TRAILER		9507			67699
	16	1985	HAMPTON MOTORCYCLES	TRAILER		9599 & HC151			67699
	18	1988	WISDOM GRAVITRON	TRAILER		3878			67699
	(22) (Yes)	2001	OWEN > Bunthouse	TRAILER		1C903V48X11139367			67699
	23	1999	FORD	F450 TRUCK		1FDXF46F5XEA72207	284	10,000	21699
	24	1991	ELI BRIDGE EAGLE	TRAILER		8012	Cost		67699
X	25	2003	Ford E350 12 Passenger	Van	X	1FBSS31L63HB82486	11485	12,300	
	26	1995	Walton Forklift	Trailer		1W8EC2628S1083320			67699
	27	2002	FREIGHTLINER	TRACTOR		1FUJBBGX1PG98790		20,000	50699
	28	1979	ELI BRIDGE EAGLE	TRAILER		1279			67699
	29	2007	Ford F-650	With Cab		3FRNF65B07V467568		25,000	31599
	31	1996	FREIGHTLINER	TRACTOR		1FUYDXYB8TH607297		15,000	50699
	32	1947	SELLNER TILT	TRAILER		715			67699
	33	2000	Peterbilt	Truck-Tractor		1XP5DB9XXYD469864		30,000	50599
	(34) (Yes)	1999	"Space" Bunkhouse	Trailer		1S9HB4230YC650024			67699
X	35	1999	Ford 15 Passenger Van	Van	X	1FBSS31S0XHB23995	8832	8,540	504
X	37	2000	Eldorado	28-pass bus	X	1FDWE45F9YHB54120			58930
	38	1979	LUFKIN TILT A WHIRL	TRAILER		4486			67699
	40	2006	Bob Hope Golf Cart/Western			14V5661136W026675			79420
	41	2002	FREIGHTLINER	TRACTOR		1FUJBBBG62PG98818		20,000	50699
	44	1994	Chance Century	WHEEL RIDE		1C9FNW0T5R275165			67699
	45	2005	Ford F750 (Mick Brajevich)	Tractor		3FRXF75X15V154214			50699

Butler Amusements, Inc.
Schedule of Vehicles - 5/1/2013 - 5/1/2014

Butler #	Year	Make	Model	VIN	Cost New	Class
46	1984	Otter	Trailer	ALQ0184777		67699
47	1999	FORD F-450	TRUCK	1FDXW46F8XEE33140	10,000	21699
49	2003	Freightliner	Truck	1FUJBBCG83LL11335	30,000	50599
50	1982	Strick	TRAILER	249728		68699
51	1991	International (Winter Qtrs)	Truck	1HSSDNYN1MH348866		
52	1974	CHANCE DIVERS BASE	TRAILER	491		67699
X 57	2002	Ford El Dorado	14 Passenger Bus X	1FDXE45S42HA16817 2282		58930 418
58	2000	CHANCE ZIPPER	TRAILER	1C9FZW0TYW275357		67699
60	1991	TRAILMOBILE SHOWER	TRAILER	3466		69699
61	1995	VOLVO	TRACTOR	4V1JBAPE5SR838613	20,000	50699
63	1991	INT'L	TRACTOR	1HTSDZ1FP4MH334045		50699
64	1973	Trailmobile 27'	Trailer	83945		67699
65	1999	FORD	F450 TRUCK	1FDXF46F1XEA22730	10,000	21699
67	2005	STERLING	BOOM TRUCK	2FZHATDC55AU60388	75,000	50699
(68) (Ned)	2001	OWEN Bush House	TRAILER	1C903V484111139378		67699
70	1979	Utility Trailer - Pole Position Eq.	Trailer	7L93069021		67699
71	1993	International	Tractor	1HSRDCAR7PH493334		
72	1982	CHANCE FLYING BOBS	TRAILER	798		67699
73	2006	FORD	F150	1FTPW12536KC30978	15,000	50699
74	1982	CHANCE FLYING BOBS	TRAILER	799		67699
75	1990	International	Tractor	1HTSDZ6P1LH68006		50699
76	1972	Brown	Trailer	S725609		
77	2003	Freightliner	Truck	1FUJBBCG13LL11337	30,000	50599
78	1989	ELI GIANT WHEEL	TRAILER	8003		67699
80	1998	UNIGLIDE	TRAILER	21150		67699
82	1987	HAMPTON CARS	TRAILER	C952		67699
83	2001	FORD	TRUCK	1FDAF58F61EC50256	15,000	1699
85	1999	Ford F450	Truck	1FDXW46F1XEE33142		1699
89	2001	FORD	TRUCK	1FDXF46F01EC44022	15,000	1699
(90) (Ned)	2002	VACATION Bush House	TRAILER	5CZ300R372116113		67699
92	1977	OWENS TICKET	TRAILER	1015		67699

Butler Amusements, Inc.
Schedule of Vehicles - 5/1/2013 - 5/1/2014

	Butler #	Year	Make	Model	VIN	Cost New	Class	
	93	2000	FORD	TRUCK	3FDNF65A0YMA03591	20,000	21699	
X	95	2002	Ford El Dorado	21 Passenger Bus X	1FDXE45S52HA04630	4630	58930	419
	96	1979	CHANCE ZIPPER	TRAILER	1072		67699	
	99	1993	International (Winter Qtrs)	Truck	1HSRDCAR4PH503771			
	100	2000	UNIGLIDE PIZZA	TRAILER	1U9FC2021YV019021		69699	
	102	1973	Clark 20' Flatbed	Trailer	S736061		67699	
	105	1999	FORD F-450	TRUCK	1FDXW46FXXEE33141	10,000	21699	
	106	2000	SPCN	TRAILER	CA853850		67699	
	107	2008	Ford F450	Truck	1FDXF46R38EA98512	20,000	21599	
	108	1976	SPCNS GENERATOR	TRAILER	5121		69699	
X	109	2002	Ford El Dorado	21 Passenger Bus X	1FDXE45S02HA04633	4517	58930	416
	110	1989	OWENS SUPPLY	TRAILER	9213		69699	
	111	2000	Dodge B250	Van	2B5WB25Y0YK158685		15990	
	115	1981	White Garbage Truck	TRUCK	1WXDCHJD5BN048457		31699	
	116	1981	TRAILMOBILE	TRAILER	1275		69699	
	116	2009	Gull Wing	Trailer	1G9LH28179A233160		67599	
	117	2008	Ford F450	Truck	1FDXF46RX8EB01843	20,000	21599	
	120	1971	FRUEHAUF EQUIPMENT	TRAILER	2343		67699	
X	121	2002	Ford El Dorado	14 Passenger Bus X	1FDXE45S62HA16821	3846	58930	420
	122	1989	HAMPTON 4X4	TRAILER	C014		67699	
X	123	2002	Ford El Dorado	14 Passenger Bus X	1FDXE45S62HA16818	2952	58930	417
	124	1979	HAMPTON MOTORCYCLES	TRAILER	79		67699	
	125	2008	Honda Accord	Private Passenger	JHMCP268X8C035221	20,000	73980	
	126	1980	LYNWOOD	TRAILER	VF5592		69699	
	128	1976	MARQUIN SUPPLY	TRAILER	1440		69699	
	129	2001	International	Tractor	2HSCNAER91C021183	25,000	50599	
	130	2001	LARSON FIREBALL	TRAILER	1P9RS4536YH365014		67699	
	131	2001	FORD	TRUCK	1FDWF36FX1EC25614	15,000	1699	
	133	2001	International	Tractor	2HSCNAER21C021185	25,000	50599	
	134	1995	Coleman Kubota	Trailer	QL-0163		67599	
	136	1995	Mangum Marathon	Trailer	4SB01080		67599	

Butler Amusements, Inc.
Schedule of Vehicles - 5/1/2013 - 5/1/2014

	Butler #	Year	Make	Model		VIN	Cost New	Class
	137	1999	FORD	F450 TRUCK		1FDXW46F8XEA27391	10,000	21699
	138	1984	ELI LITTLE WHEEL	TRAILER		8007		67699
	140	1995	Mangum Marathon	Trailer		5B101055		67599
X	141	2000	Ford	Bus	X	1FDXE45S3YHA46819		73980
	142 (Yes)	1996	BECKS Bunkhouse	TRAILER		2146		67699
	144	2002	FAGRI	TRAILER		MPF11227YD026391		67699
	146	2000	LOLLI SWING	TRAILER		ZA92A4J24Y1A24183		67699
	148	2000	ZAMPERLA KITE	TRAILER		A95A4L20Y1A24191		67699
	150	1978	LYNWOOD CONCESSION	TRAILER		6016		69699
	151	2007	Ford F-550			1FDAF56P67EB17059	20,000	21599
	152 (Yes)	1996	Utility Bunkhouse	Trailer		1UYVS2515TU856115		67599
	154 (Yes)	1988	Freuhauf Bunkhouse	Trailer		1H2R84525JH055465		67699
	156	1999	Zamperla Lolli Swing	TRAILER		ZA92ZAH26X1ZA9249		67699
	157	1997	FORD	TRUCK		3FELF47F9VMA28520	10,000	21699
	158	1999	UNIGLIDE 5TH	TRAILER		1U9CT5022XV019193		67699
	160	1974	HAMPTON ROADSTER	TRAILER		L84074		67699
	162	1984	FRUEHAUF	TRAILER		1H2V02816EE007468		67699
	164	1979	KILINSKI SUPER SLIDE	TRAILER		S151		67699
	166	1980	OWENS TICKET	TRAILER		T1041		68699
	167	2007	Ford F-450			1FDXF46P67EA96492	20,000	21521
	168	1988	OWENS SUPPLY	TRAILER		9200		69699
	169	2010	Mercedes BE350W	Private Passenger		WDDHF5GBXAA135977	50,000	73980
	170	1980	LYNWOOD	TRAILER		6030		68699
X	171	2007	Ford E150 Van - 8 Passenger	Van	X	1FMNE11L27DB15073	4,200	
	172	2007	ARM Super Shot	Trailer		1A9FA53247W776001		67699
X	173	2000	Ford	Bus	X	1FDXE45SXYHA43609		73980
	174		Mod Space Storage Unit	Trailer		600678 S/N 26151		67599
	177	2005	International 9400	Tractor		2HSCNAPRX5C025035	25,000	50599
	178	1972	BROWN	TRAILER		458		68699
	179	2005	International 9400	Tractor		2HSCNAPRX5C025039	25,000	50599
	180	1981	KILINSKI SUPER SLIDE	TRAILER		S174		67699

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Butler Amusements, Inc.
Schedule of Vehicles - 5/1/2013 - 5/1/2014

	Butler #	Year	Make	Model		VIN		Cost New	Class
	182	1981	DELCO LAUNDRY	TRAILER		1F81			68699
X	183	2007	Ford E150 Van - 8 Passenger	Van	X	1FMNE11W57DB45940		4,200	
	184	2001	Sellner Jumping Jumbos	TRAILER		TSERIES202001001T			67699
X	185	2010	Ford E350 XL - 10 Passenger	Van	X	1FBNE3BL1ADA31269	15030	15,000	532
	186	2007	Wisdom Viper	Trailer		1F9GTW3T88M063028			67599
	188	1990	Tivoli Orbitor/Typhoon	TRAILER		7048			68699
	189	1996	INT'L	TRACTOR		1HTSDAAN9TH258488		15,000	34599
	190	1976	WISDOM ASTRO LINER	TRAILER		79067			67699
	191	2005	International 9400	Tractor		2HSCNAPR75C025049		20,000	50599
	192	1995	FONTAINE DROP	TRAILER		13N248308S1564658			68699
	193	2005	International 9400	Tractor		3HSCNAPR15N048251		20,000	50599
	194	2006	Fabbri Family Swing	Trailer		ZA95RC0006E70015			67599
	196	2008	ELI SCRAMBLER/Haywire	TRAILER		J008007 (2008 Retrofit)			67699
	198	1981	OTTERBACHER BIG APPLE	TRAILER		2628			67699
	200	1983	LYNWOOD SUPPLY	TRAILER		6056			68699
	202	1972	FRUEHAUF	TRAILER		3047			67699
	205	2008	Ford F550	Truck		1FDAF56R88EC22737		20,000	21599
	207	2008	Ford F550	Truck		1FDAF56R78EB20927		20,000	21599
	208	1972	FRUEHAUF GENERATOR	TRAILER		6901			67699
	210 (X)	1999	Chimera 27' Bunkhouse	Trailer		1TCT28102SB002549			
	211	1999	DODGE	PICKUP		3B7KC23W2XG192858			1599
X	213	1982	GMC	VAN	X	1GDKP32M7C3501844			1599
	215	2008	Ford F550	Truck		1FDAF56RX8EA19249		20,000	21599
	216	2000	SBF Airport	Trailer		1R9LA33T2Y2267072			67699
	218	1975	Chance/Herschell Carousel	Trailer		1713159			
	219	1991	FORD	PICKUP		2FDLF47M6MCA85542			1699
	220	1984	Jungle of Fun	Trailer		DMV89116			67699
	221	2008	Ford F550	Truck		1FDAF56R68EA19250		20,000	21599
	222	1992	WABASH	TRAILER		1JJV281N6NL164665			68699
	223	1989	Dodge Ram	Truck		2B5WB35Z7KK392613			
	224	2000	Fun Tech Intruder	TRAILER		1F9SV542160F21202			67699

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Butler Amusements, Inc.
Schedule of Vehicles - 5/1/2013 - 5/1/2014

	Butler #	Year	Make	Model	VIN	Cost New	Class
	225	1990	INT'L	TRACTOR	1HTSDZ8PXLH272957		50699
	228 (No)	2001	OWEN Penthouse	TRAILER	1C909V48811139379		67699
	(No) 230	2002	VACATION Penthouse	TRAILER	5CZ300R392116114		67699
	232	1984	Great Dane Dry Van	Trailer	1GRAA9021ES042704		67599
X	233	1994	CHEVROLET	BUS X	1GBKH37N4R3316201		5809
	236	2007	Wisdom Tornado	Trailer	1F9SVWT67M063337		67599
	240	1967	FRUEHAUF GENERATOR	TRAILER	401		67699
	241	2007	Freightliner	Tractor	1FUJA6AV87LX28245	25,000	50699
	242	1967	FRUEHAUF GENERATOR	TRAILER	2001		67699
	243	2007	Freightliner	Tractor	1FUJA6AV77LX28267	25,000	50699
	245	2007	Freightliner	Tractor	1FUJA6AV77LX28270	25,000	50699
	246	2007	Wisdom Himalaya	Trailer	1F9GWW0T27M063097		67599
	247	2007	Freightliner	Tractor	1FUJA6AV57LX28283	25,000	50699
	248	1998	Great Dane 48'	Trailer	1GRAA9621WB020801		67699
	249	2007	Freightliner	Tractor	1FUJA6AV87LX28309	25,000	50699
	250	1984	ZIERER WAVE SWINGER	TRAILER	4708		67699
	251	2007	Freightliner	Tractor	1FUJA6AV67LX28311	25,000	50699
	252	1984	UTILITY WAVE SWINGER	TRAILER	2003		67699
	253	2007	Freightliner	Tractor	1FUJA6AVX7LX28313	25,000	50699
	256	2001	SBF Monster Trucks	TRAILER	1R9LA32S3Y2267064		67699
	257	2000	FORD	F350	1FTWW32F4YED88702		1699
	258	1987	Fruehauf Flying Swing	Trailer	1H2V0452OHA021788		67699
	262	1974	PORT TRANSFORMER	TRAILER	4073		67699
	264	1974	Port Transformer	Trailer	104074		67699
	266	1974	PORT EQUIPMENT	TRAILER	4075		67699
	270	2008	GULL WING	GEN TRAILER	1G9LH28106A233142		67699
	272	2006	Gull Wing 28' Pup	Trailer	1G9LH28186A233146		67699
	274	1974	PORT TRANSFORMER	TRAILER	715		67699
	275	2005	Freightliner CL120	Tractor	1FUBA5CG35DU23899	25,000	50699
	276	1967	RELIANCE TENT	TRAILER	7401		68699
	284	1987	SDC Music Express	Trailer	6401		67599

Butler Amusements, Inc.
Schedule of Vehicles - 5/1/2013 - 5/1/2014

Butler #	Year	Make	Model	VIN	Cost New	Class
286	1985	CHANCE THUNDERBOLT	TRAILER	1C9FLW8T3FW173871		67699
288	1985	CHANCE THUNDERBOLT	TRAILER	1C9FLW8T3FW173872		67699
290	1985	HAMPTON	TRAILER	C023		67699
292	1989	Wisdom Gravitron	Trailer	1F9FGW9T2KM063928		67599
294	1998	Allmand Brothers Light	Trailer	9712NLP71		67599
296	2000	KMG - Fireball/Beach Party #1	TRAILER	XL920TL04YL001388		67699
298	1998	Wisdom Stretch Raiders/Shrek	TRAILER	1F9GLW8SOTM063176		67699
302	1986	OWENS SUPPLY	TRAILER	9167		68699
304	1986	OWENS SUPPLY	TRAILER	9168		68699
308	2000	KMG - Fireball/Beach Party #2	TRAILER	SL920TL04YL001389		67699
310	1986	ELI SCRAMBLER	TRAILER	2788		67699
312	1997	Carson Junction Box	Trailer	4HXSU2029VC002247		67699
314	1988	CHANCE ZIPPER	TRAILER	W714		67699
316	1986	SELLNER TILT	TRAILER	9412		67699
318	1996	Owens Mardi Gras	TRAILER	9799		67699
319	2002	Ford	Truck	1FDAF56F32EB50990		21599
320	1986	MANCO SUPER SLIDE	TRAILER	786		67699
324	1977	KENTUCKY SHOP	TRAILER	4862		68699
326	1977	KENTUCKY SHOP	TRAILER	4885		68699
328	2006	Fabbri Chopper Hopper	Trailer	ZA9SEL1A56BH17003		67599
330	1998	Farfabbri Kamikaze "Footloose"	Trailer	ZA9KMZ3A148A98583		67699
332	1989	OWENS TICKET	TRAILER	9214		68699
338	1988	CHANCE GONDOLA	TRAILER	5948		67699
339	2000	INT'L	9200	2HSFMAMR9YC029750	18,000	50699
340	1988	CHANCE GONDOLA	TRAILER	5947		67699
342	1988	CHANCE GONDOLA	TRAILER	5949		67699
343	2000	INT'L	9200	2HSFMAMR1YC029760	18,000	50699
346	1971	HAMPTON COMBO	TRAILER	3287		67699
347	1998	GMC	Truck	1GDJ7H1P3WJ850651	10,000	
348	1982	FRUEHAUF	TRAILER	2V04524BC015150		67699
349	2003	Volvo VNL770	Truck	4V4NC9GH03N321724		34599

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Butler Amusements, Inc.
Schedule of Vehicles - 5/1/2013 - 5/1/2014

Butler #	Year	Make	Model	VIN	Cost New	Class
350	1981	OWENS TICKET	TRAILER	T1065		68699
351	2008	Freightliner Cascadia	Tractor	1FUJGLCK78LAB3831	43,250	50699
352	1986	Pike Utility	Trailer	1PKV28105GS002150		67699
353	2008	Freightliner Cascadia	Tractor	1FUJGLCK78LAB3781	43,250	50699
355	2008	Freightliner Cascadia	Tractor	1FUJGLCK48LAB3835	43,500	50699
356	1990	EAST EQUIPMENT	TRAILER	8830		67699
357	2008	Freightliner Cascadia	Tractor	1FUJGLCK18LAB3842	43,500	50699
358	1990	OWENS OFFICE	TRAILER	9228		68699
359	2008	Freightliner Cascadia	Tractor	1FUJGLCK98LAB3762	43,500	50699
360	1999	Larson Ring of Fire	TRAILER	1A9F84522VA245558		67699
361	2008	Freightliner Cascadia	Tractor	1FUJGLCK38LAB3776	43,500	50699
363	2008	International (Prostar)	Truck	2HSCUAPR08C654021	45,000	
364	1999	JACOBSEN	TRAILER	1J9DE2G261F015627		67699
365	2008	International (Prostar)	Truck	2HSCUAPR38C654059	45,000	
366	1990	OWENS OFFICE	TRAILER	9226		68699
367	2001	Chevrolet S-10	Truck	1GCC5195818138819		
368	1995	SELLNER BEAR AFFAIR	TRAILER	K1310G155		67699
369	2008	Freightliner Century	Tractor	1FUJBBCK48LU22783	40,000	50699
371	2008	Freightliner Century	Tractor	1FUJBBCK18LU22790	40,000	50699
373	2008	Freightliner Century	Tractor	1FUJBBCK88LU22799	40,000	50699
375	2008	Freightliner Century	Tractor	1FUJBBCKX8LU22805	40,000	50699
376	1988	Tivoli Orbitor	Trailer	9374831H2027032		67599
377	2008	Freightliner Century	Tractor	1FUJBBCK98LU22813	40,000	50699
378	1990	DORSEY	TRAILER	4839		67699
379	2008	Freightliner Century	Tractor	1FUJBBCK28LU22815	40,000	50699
380	1990	Chance 36' Carousel	TRAILER	90		67699
381	2008	Freightliner Century	Tractor	1FUJBBCK48LU22816	40,000	50699
382	1986	MAJESTIC SCOOTER	TRAILER	2093		67699
383	2008	Freightliner Century	Tractor	1FUJBBCK68LU22817	40,000	50699
384	1990	HAMPTON 4X4	TRAILER	C016		67699
385	2008	Freightliner Century	Tractor	1FUJBBCK88LU22818	40,000	50699

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Butler Amusements, Inc.
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Butler #	Year	Make	Model	VIN	Cost New	Class
386 Yes	1997	Utility Bunkhouse	Trailer	1UYVS2512VU165014		67599
387	2008	Freightliner Century	Tractor	1FUJBBCK88LU22810	40,000	50699
388	2001	UNIGLIDE	TRAILER	1U9FC2822MY019058		68699
389	2008	International "Prostar"	Tractor	2HSCTAPR58C656771	40,000	50699
390	1990	KPS STAR TRACKS	TRAILER	0KPS		67699
391	2008	International "Prostar"	Tractor	2HSCTAPRX8C661674	40,000	50699
392	2005	Coleman Gen	Trailer	SJUN23132655G		67599
393	2008	International "Prostar"	Tractor	2HSCTAPR68C656732	40,000	50699
394	1991	SELLNER TILT	TRAILER	9296		67699
395	2006	Ford E-350 XLT 8 Passenger	Van X	1FBNE31L96HB00954 11430	11,430	1699 533
396	1985	Kid Power Ghost Pirates	Trailer	DR4500680		67599
398	1991	Sellner Berry Go Round	Trailer	SPTA37T93193		67599
406	1990	CHANCE ZIPPER	TRAILER	5041		67699
410	1985	Zamperla Junction Box	Trailer	049860700385		67699
414	1995	Fontaine Dropdeck	48' Flatbed Trlr	13N248309S1568098		67599
416	1982	DORSEY GENERATOR	TRAILER	6735		68699
418	1999	SELLNER DIZZY	TRAILER	RDRAGON019990032T		67699
420	1989	Tivoli Spin Out	TRAILER	SA9374621X2027110		67699
422	1990	LIBERTY HOT DOG	TRAILER	1953		68699
424	1991	OWENS SUPPLY	TRAILER	9238		68699
426	1985	OWEN SUPPLY	TRAILER	9159		68699
428	1992	CHANCE GONDOLA	TRAILER	5084		67699
430	1992	CHANCE GONDOLA	TRAILER	5085		67699
432	1992	CHANCE GONDOLA	TRAILER	5086		67699
434	1982	JANNELL GONDOLA	TRAILER	8		67699
436	1992	OWEN	TICKET TRAILER	1C903S489N1139249		67699
438	1992	OWEN	TICKET TRAILER	1C903S489N1139248		67699
440	1994	Soriani-Moser Jet Spin	Trailer	ZA9L0T3594VE46028		67599
442	1991	KPS Toon Town	TRAILER	9KPS		67699
446	1977	KENTUCKY MGR	TRAILER	53407		68699
448	1980	UTILITY	TRAILER	8014		68699

Butler Amusements, Inc.
Schedule of Vehicles - 5/1/2013 - 5/1/2014

Butler #	Year	Make	Model	VIN	Cost New	Class
450	2005	Caterpillar Dual Axel	Trailer	CAT00000PGHJ00528		67599
452	1992	Wisdom Starship Gravitron	TRAILER	3452		67699
456	1992	CHANCE CAROUSEL	TRAILER	5103		67699
458	1988	WABASH	TRAILER	2483		67699
460	1987	FRUEHAUF VAN	TRAILER	5004		67699
462	1993	CHANCE YOYO	TRAILER	5137		67699
466	1993	Wisdom Road Hog	TRAILER	3123		67699
468	1984	DORSEY	TRAILER	1DTV11X22EA164956		67699
470	1986	Sellner Tilt-a-Whirl	TRAILER	7494		67699
472	1999	OTTERBACHER	TRAILER	1M9EG4021X1219724		67699
474	1996	WISDOM ORIENT	TRAILER	1F9GEW2SXTM063026		67699
476	1995	Dartron Goliath Slide	TRAILER	1D9G14819S1217055		67699
478	1995	Wisdom Orient Express	TRAILER	1F9GEW3T9SMO63695		67699
480		Pitroff Giant Slide	Trailer	S/N 00777		67599
484	1995	OTTERBACHER	TRAILER	9103		67699
486	1995	OTTERBACHER	TRAILER	9751		67699
488	1998	BARBISON FUNHOUSE	TRAILER	ZAX28S16019P00134		67699
490	1998	Dartron Cliff Hanger	TRAILER	1D9K12828W1217089		67699
492	1997	Fabbri Evolution	TRAILER	ZA9EVL2A142A98551		67699
494	1997	FABBRI	TRAILER	ZA9D1S2A136A98552		67699
(496) (Yes)	1997	BECK BUNKHOUSE	TRAILER	1B9BF4333V1292160 ✓		68699
(498) (Yes)	1997	BECK BUNKHOUSE	TRAILER	1B9BF4334V1292166 ✓		68699
500	1997	Wisdom Tornado	Trailer	T3177		67599
502	1997	CARSON JUNCTION	TRAILER	4HXSU20206C002248		68699
(504) (Yes)	1998	BECK BUNKHOUSE	TRAILER	1B9BF4733W1292185		68699
506	1998	UNIGLIDE	TRAILER	1U9CT3222WV021171		67699
508	1998	OTTERBACHER POPCORN	TRAILER	1M9FG343OW1219360		68699
510	1987	GREAT DANE	TRAILER	1GRAA9626HS132927		67699
514	1998	Larson Int'l Craxy Train	TRAILER	1A9L52225WA245585		67699
516	1998	KPS Ghost Party	TRAILER	1F98FW2F2FH220898		67699
518	1998	Zamperla Demolition Derby	TRAILER	ZA96A4019W1ZA9074		67699

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Butler Amusements, Inc.
Schedule of Vehicles - 5/1/2013 - 5/1/2014

Butler #	Year	Make	Model	VIN	Cost New	Class
520	1999	Majestic Scooter	TRAILER	1M9LR53T9XW276252		67699
522	1995	UTILITY	TRAILER	1UYFS2468FA200501		69699
524	1998	Wisdom Pirate Ship	RENEGADE	1F9GUW831WM063018		67699
526	2001	Owens Mardi Gras	TRAILER	1C902S48511139374		67699
(No) 530 Yes	2002	RECREATION Gun House	TRAILER	5CX200R3121116253		68699
532	2005	Fajume Wacky Worm	TRAILER	869SUW8T05S001122		67699
534	1998	Americana Carousel	TRAILER	403070098		68699
536	2002	Zamperla Energy Storm	TRAILER	ZA96A4T3711A24157		67699
538	2002	OWEN	TRAILER	1C902F33X21139384		67699
540	2002	OWEN	TRAILER	1C901F12521139385		67699
542	2002	SBF Looney Tooter	TRAILER	1R9LB38T3A2267013		68699
544	1984	Eli Bridge Little Wheel	Trailer	1E9D0006DJ008007		67599
546	2002	Fajume Wacky Worm	TRAILER	1080701		67699
548	1992	OTTERBACHER	TRAILER	1M9FA3238NI219111		67699
550 Yes	1992	UTILITY Gun House	TRAILER	1UYVS2482NU672603		69699
552	1991	ROAD SYSTEMS	TRAILER	1RZ1KA1A6M1001676		68599
554	1985	ROAD SYSTEMS	TRAILER	1RZ1KA1A4F1002957		68599
556	1985	ROAD SYSTEMS	TRAILER	1RZ1KA1A6F1001776		68599
558 Yes	1990	UTILITY Gun House	TRAILER	1UYVS248LU270438		69699
562	2000	FREDERICKSON SLIDE	TRAILER	1F9F85324YT162001		67699
564	1987	Widsom Raiders	TRAILER	1W9FRW3S3HM081308		67699
566	1999	ARM USA - 1000 Nachts	TRAILER	1A9FAW1T2HW276110		67699
570	2003	GULL	TRAILER	1G9LH28103A233119		67699
572 Yes	1995	UTILITY Gun House	Trailer	1UYVS2486SM657605		67699
574	2003	GULL WING	GENERATOR	1G8LH28103A233122		67699
576	2003	OWEN	TRAILER	1C901533331139403		67699
578	2003	OWEN	TRAILER	1C901533531139404		67699
586	2003	SBF Looney Tooter	TRAILER	1R9FB42T032267346		67699
588	2004	GULL WING	GENERATOR	1G8EG19284A233125		67699
590	2004	GULL WING	GENERATOR	1G9LH28144A233125		67699
592	2003	Zamperla Rockin' Tug	TRAILER	ZA96A4J1431A24363		67699

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Butler Amusements, Inc.
Schedule of Vehicles - 5/1/2013 - 5/1/2014

Butler #	Year	Make	Model	VIN	Cost New	Class
598 (Yes)	1983	TRAILMOBILE Bunkhouse	TRAILER	1PT01DNH7P9011697		67699
600 (Yes)	1993	TRAILMOBILE Bunkhouse	TRAILER	1PT01DNH9P9011703		67699
602 (Yes)	2002	LIGHTHOUSE Bunkhouse	TRAILER	1S9HB44392C650057		67699
604	2004	GULL WING	GENERATOR	1G9LH28184A233127		67699
606	2004	GULL WING	GEN TRAILER	1G9LH281X4A233131		67699
608	1976	HESSE	35' TRAILER	TR2220		67699
610	1973	FRUEHAUF	40' CURTAIN VAN	FPP533601		67699
612	1992	WABASH	53' VAN	1JJV53U6NL166142		67699
614 /	1990	Trailmobile Bunkhouse	Trailer	1PT01ACH9T9002740		67599
616 /	1985	Great Dane Bunkhouse	Trailer	1GRAA9622FS1325209		67599
618	1994	UTILITY	48' DROP DECK	1UYFS2486SA294701		67699
620	1988	ACCOY	28'	1ALSP6183JS88019		67699
622	1984	FRUEHAUF	28'	2U02813EH023545		67699
624	1976	TRAILMOBILE	28'	P-161782		67699
630	1988	Kid Power Kid Country	Trailer	JF6785KPS		67699
632	2001	Jacobsen Generator	Trailer	1J9DE2F291F015624		67599
634	1991	ELI BRIDGE	EAGLE 16	1E9G00003MJ008009		67699
636	2005	GULL WING	GEN TRAILER	1G9LH28135A233134		67699
638	2005	GULL WING	GENERATOR	1G9LH28175A233136		67699
640	1978	OTTERBACHER	OFFICE	A5C0878335		67699
642	1981	Great Dane	Trailer	1GRAC5616CB028876		67699
646	1998	CHRISTIANI DARK RIDE	Trailer	FLT8482LL		67699
648 (Yes)	1988	FREUHAUF	BUNKHOUSE	1H2R0452XJH055445		67699
650	1999	FREUHAUF	FLATBED	1JJF482F2XS587038		67699
652	1992	GREAT DANE	FLATBED	1GRDM9625NM020754		67699
654	2005	Farfabbri Spinning Madness	COASTER	ZA95MME345AA98001		67699
656	2007	Zamperla Mini Tea Cup	Trailer	ZA92A4G2371A24374		67599
658	2007	Zamperla Jump Around	Trailer	ZA92A4G2771A24376		67599
660 (Yes)	1998	Trailmobile Bunkhouse	Trailer	1PT01ACH7W9004958		67599
664	2008	Wisdom Goosneck "Viper"	Trailer	1F9GTW3T68M063058		67599
668	2008	Gull Wing	Trailer	1G9LH28138A233154		67599

Butler Amusements, Inc.
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Butler #	Year	Make	Model	VIN	Cost New	Class
672	2008	El Bridge Scrambler	Trailer	1E9P000048J008008		67599
674	1995	Zamperla Balloon Samba	Trailer	SB02R054US95		67599
676	1988	Zamperla Dinosaurs/Dragons	Trailer	MJ08F022US88		67599
678	1997	Zamperla Lolli Swing	Trailer	SB32R057US97		67599
680	1990	Wisdom Dragon Wagon	Trailer	1F9FEW2T4LM063530		67599
684	1992	Hampton Jeeps	Trailer	83702		67599
686	2003	Zamperla Nitro	Trailer	GSD05R03144US		67599
690	2009	Wisdom Windsurfer	Trailer	1F9SMW3T49M063019		67599
692		SPCNS 28' Flatbed	Trailer	CA 1072904		67599
702	2001	Zamperla Turbo Force	Trailer	ZA98A4P2111A24317		67599
704	2009	Keystone Freedom Elite	Trailer	4YDF390259R790087		67599
706	1987	Western	Trailer	1C913R209H0112220		67599
710	2009	Chance Americana Carousel	Trailer	1C9FKW1T59W916001		67599
712	1976	Hrubetz Super Roundup	Trailer	212SP		67599
714	1976	Hrubetz Super Roundup	Trailer	2125PT		67599
716	2003	Fontaine Musik Express	Trailer	13N25320931516359		67599
718	1997	Lufkin Musik Express	Trailer	1L01AS321V1127676		67599
720	2010	Hitchhiker - Candy Stand	Trailer	1H9BH2623A1414478		67599
722	1998	Pines/Great Dane	Trailer	1PNV532B4WG307800		67599
726	2010	Carson Wacky Worm Booth	Trailer	CA739972		67599
728	1998	Hyundai	Trailer	3H3V532C4WT074052		67599
730	2010	S&S Worldwide Frog Hopper	Trailer	1F9FF20S3BU162007		67599
734	2011	EZ Load Custom E-Lemonader	Trailer	457DA0C01B1022412		67599
736	1997	Wabash Shop 27' Pup Van		1H5V02812FM027663		
738	1996	Wire Wagon 27' Pup Van		1H5V02814FM000755		
744	1977	Dane Electric Shop Trailer	Trailer	NF2A440A56D24		
746	2010	Brock	Trailer	1B9CP2026AB632049		67599
750	2011	Zamperla Happy Swing	Trailer	ZA95A4G15B1A24129		67599
754	1996	Fontaine 50' X 120"	Trailer	13N150308T1572395		67599
756	1996	Fontaine 50" X 96"	Trailer	13N150303T1572398		67599
758	1987	Aztec	Trailer	1AZBR1B3OH1016214		67599

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Butler Amusements, Inc.
Schedule of Vehicles - 5/1/2013 - 5/1/2014

Butler #	Year	Make	Model	VIN	Cost New	Class
760	1999	Fruehauf 48' X 102'	Trailer	1JJF482F1XSJ29302		67599
762	1999	Great Dane 48' X 96'	Trailer	1GRDM9627XM051409		67599
768	1978	Cozad Trailer (Log Flume)	Trailer	CC77129		67599
770	1996	Wabash 28" X 110 Van Trailer	Trailer	1JJV281N4TL327875		67599
776	2012	Gull Wing 28' Pup w/Generator	Trailer	1G98H2817CA233177		67599
778 (Yes)	1999	Wabash Dry Van - Bunkhouse	Trailer	1JJV532W0XL538143		
780 (Yes)	1999	Wabash Dry Van - Bunkhouse	Trailer	1JJV532W6XL538471		
782 (Yes)	1999	Wabash Dry Van - Bunkhouse	Trailer	1JJV532W6XL538048		
794	2013	ARM - Vertigo	Trailer	1A9TE5335DW776049		67599
796	1984	Waymatic Floss Wagon	Trailer	1W9XG2166E1049233		67599
Kurt Vomberg Vehicles						
301	1990	Kenworth	Tractor	1XKEDR9X2LJ376684		
740	1993	Fruehauf 53'	Trailer	FLT848211		
742		Allen Hershell Wet Boat Ride		S/N 1945		
742	1985	Fruehauf 28' Pup	Trailer	1H5V02819FM001478		

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NO.	DESCRIPTION	DATE ACQUIRED	DATE SOLD	COST/ BASIS	BUS. PCT	CUR 179 BONUS	SPECIAL DEPR. ALLOW.	PRIOR 179/ BONUS/ SP DEPR	PRIOR DEC. BAL DEPR	SALVAG /BASIS REDUCT	DEPR. BASIS	PRIOR DEPR	METHOD	LIFE	RATE	CURRENT DEPR
FORM 1120																
OFFICE EQUIPMENT																
8	METAL STORAGE RACKS	3/25/86		5,000							5,000	5,000	PRE	5		
9	JENSENS SCALE	5/09/86		1,605							1,605	1,605	PRE	5		
27	RAETONE FREEZER (SN)	4/02/96		1,618							1,618	1,618	200DB HY	7		0
29	FILE CABINETS BEAVERTON	6/21/89		1,353							1,353	1,353	200DB HY	7		0
30	BRANDT 952 SORTER	6/22/91		3,621							3,621	3,621	200DB HY	7		0
31	SCHREDER 4105 #112486	8/02/91		7,422							7,422	7,422	200DB HY	7		0
32	SHREDDER MBM4105 #1117356	8/10/91		8,648							8,648	8,648	200DB HY	7		0
33	SORTER/6 DRAWERS 1106002	9/25/92		3,390							3,390	3,390	200DB HY	7		0
236	MAGICARDPRINTER#930150813	3/31/00		6,390							6,390	6,390	200DB HY	5		0
237	ID CAMERA	3/31/00		7,610							7,610	7,610	200DB HY	5		0
259	CUMMINSCOUNTER12582/12551	3/22/02		4,640				1,392			3,248	3,248	200DB HY	5		0
297	TELEPHONE SYSTEM	3/05/04		2,359				1,180			1,179	1,179	200DB HY	5		0
338	HVAC (FAIRFIELD)	8/02/06		7,175							7,175	1,204	S/L MM	39	.02564	184
339	TICKET SCANNERS	4/13/06		5,452							5,452	5,452	200DB HY	5		0
340	RIO 2 COLOR PRINTER M9006	6/20/06		3,718							3,718	3,718	200DB HY	5		0
341	SECURITY SYSTEM	4/10/06		8,875							8,875	8,875	200DB HY	5		0
371	ATM MACHINES (BECMAN CO)	5/22/07		4,000							4,000	4,000	200DB MQ	5		0
372	ATM MACHINES (BECMAN CO)	7/17/07		2,700							2,700	2,700	200DB MQ	5		0
373	ATM MACHINES (BECMAN CO)	5/08/07		4,000							4,000	4,000	200DB MQ	5		0
374	BILL COUNTER (CUMMINS)	6/23/07		2,566							2,566	2,566	200DB MQ	5		0
375	ATM MACHINES (UNIVERSAL)	6/05/07		6,571							6,571	6,571	200DB MQ	5		0
376	ATM MACHINES (UNIVERSAL)	8/17/07		6,570							6,570	6,570	200DB MQ	5		0
388	ATM MINI BANK 1500 MONO D	6/03/08		3,110							3,110	2,930	200DB HY	5	.05760	180

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NO.	DESCRIPTION	DATE ACQUIRED	DATE SOLD	COST/ BASIS	BUS. PCT	CUR 179 BONUS	SPECIAL DEPR. ALLOW	PRIOR 179/ BONUS/ SP DEPR	PRIOR DEC. BAL DEPR	SALVAG /BASIS REDUCT	DEPR. BASIS	PRIOR DEPR	METHOD	LIFE	RATE	CURRENT DEPR
113	TRL #T95287-6SWEEPCOMBO	8/30/88		13,000							13,000	13,000	200DB HY	7		
114	LUFKIN TRL #53287	9/28/88		3,875							3,875	3,875	200DB HY	5		0
115	45'-96'ALUM FLATBTRL#8830	9/08/89		33,190							33,190	33,190	200DB HY	5		
117	CRANE TRL #00E2XG4003300	7/16/89		3,188							3,188	3,188	200DB HY	5		0
118	CRANE TRL #00E27G4003299	7/16/89		3,188							3,188	3,188	200DB HY	5		
119	72 TRL #M720458	9/09/89		5,313							5,313	5,313	200DB HY	5		
120	42' OWENSFLATBTRL#1T39214	7/01/89		12,141							12,141	12,141	200DB HY	5		
121	89 27'BLACK UTLTRL#01303	3/01/89		533							533	533	200DB HY	5		0
122	8'OTTER COKE TRL#219925	5/25/90		12,995							12,995	12,995	200DB HY	5		0
123	85 TRANS TRL-TILT#39296	8/28/90		15,938							15,938	15,938	200DB HY	5		
124	80 UTL TRL #392 #28007	6/01/90		5,700							5,700	5,700	200DB HY	5		
125	90 DORSEY TRL-MGR#94839	2/25/91		25,651							25,651	25,651	200DB HY	5		0
126	90 36' OTTEROFF TRL#39228	8/15/93		38,430							38,430	38,430	200DB HY	5		
127	90 OWENS 24'CONCESS#9226	7/29/90		61,296							61,296	61,296	200DB HY	5		
128	12 FLOSS WG COUNTER TOPS	7/01/91		4,163							4,163	4,163	200DB HY	7		
129	82 DORSEY 2AX VAN #156735	5/10/91		10,519							10,519	10,519	200DB HY	5		
130	81 KENTUCKY VAN#L000676	6/12/91		8,307							8,307	8,307	200DB HY	5		
131	81 STRICK 27'VAN #248036	6/12/91		1,864							1,864	1,864	200DB HY	5		
132	FURNITURE VAN	8/07/91		4,936							4,936	4,936	200DB HY	5		
133	16' CONFECTION TRL#139238	6/19/91		49,820							49,820	49,820	200DB HY	5		
135	85 OWENS 36' TRL #39156	6/19/91		7,455							7,455	7,455	200DB HY	5		
136	OWEN TRAILER	7/19/91		41,676							41,676	41,676	200DB HY	5		0
140	48' SHOWER TRL#1139248	5/26/92		30,527							30,527	30,527	200DB HY	5		0
141	48' SHOWER TRL#1139249	5/26/92		30,527							30,527	30,527	200DB HY	5		0
142	88 WABA 33' VAN #112483	9/09/92		14,479							14,479	14,479	200DB HY	5		0
143	87 FREUHAUF 28'#J005004	9/09/92		5,631							5,631	5,631	200DB HY	5		0
144	91KPS CIRCUSLOAD28'#FH728	2/20/92		13,514							13,514	13,514	200DB HY	5		0

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NO	DESCRIPTION	DATE ACQUIRED	DATE SOLD	COST/ BASIS	BUS. PCT	CUR 179 BONUS	SPECIAL DEPR. ALLOW	PRIOR 179/ BONUS/ SP. DEPR	PRIOR DEC. BAL DEPR	SALVAG /BASIS REDUCT	DEPR. BASIS	PRIOR DEPR	METHOD	LIFE	RATE	CURRENT DEPR
145	90 PACE TRL #RP022637	10/18/93		8,994							8,994	8,994	200DB HY	5		0
146	81 VAN TRL #4B9001274	6/13/94		1,940							1,940	1,940	200DB HY	5		0
147	72 26'BROWN FLATBTRL#5609	3/01/94		2,896							2,896	2,896	200DB HY	5		0
148	73 26'BROWN FLATBTRL#6061	3/01/94		2,896							2,896	2,896	200DB HY	5		0
149	79 UTL FLATB TRL#969021	11/15/94		1,616							1,616	1,616	200DB HY	5		0
150	72 TRLMOBILE FLAT#772396	11/15/94		1,616							1,616	1,616	200DB HY	5		0
151	73 PILE FLATB#G8772395	11/15/94		1,616							1,616	1,616	200DB HY	5		0
152	95 OTTER53'OFF#219751	4/26/95		304,095							304,095	304,095	200DB HY	5		0
153	96 25'TRANSTRL#60010T-BGR	2/07/96		8,575							8,575	8,575	200DB HY	5		0
154	83 LOWBO TRL	7/04/95		2,681							2,681	2,681	200DB HY	5		0
155	95 TRL-ORIENT EXP	6/27/95		10,000							10,000	10,000	200DB HY	5		0
156	97 BECK BUNK48'#92146	12/30/96		30,000							30,000	30,000	200DB HY	5		0
159	97BECKS BUNK43'#92166	6/20/97		32,300							32,300	32,300	200DB HY	5		0
163	97WISDOM TRAILER#M063177	6/05/97		10,000							10,000	10,000	200DB HY	5		0
164	97BECK BUNK43'#92160	4/22/97		32,300							32,300	32,300	200DB HY	5		0
169	8X20 FLATB TRL #002247	5/21/97		2,203							2,203	2,203	200DB HY	5		0
170	8X20 FLATB TRL #002248	5/21/97		2,203							2,203	2,203	200DB HY	5		0
171	88 FRUEH DOLTRL#5103	5/02/97		2,165							2,165	2,165	200DB HY	5		0
172	88 FRUEH DOLTRL#9703	5/02/97		2,165							2,165	2,165	200DB HY	5		0
188	28' 5TH WHEEL FB TR#21150	4/01/98		18,200							18,200	18,200	200DB HY	5		0
191	32' 5TH WHEEL FB TR#21171	4/01/98		30,200							30,200	30,200	200DB HY	5		0
204	84 DORSEY TRL #EA164956	2/19/99		5,388							5,388	5,388	200DB HY	5		0
205	98 BECKS BUNKHOUSE#92185	4/28/98		39,700							39,700	39,700	200DB HY	7		0
206	87 GREAT DANE 48'#132927	6/05/98		10,543							10,543	10,543	200DB HY	5		0
208	92 OTTERBACR FOODTRL#9111	8/05/98		83,000							83,000	83,000	200DB HY	7		0
213	99 OTTBR OFFICE#1219724	3/23/99		230,489							230,489	230,489	200DB HY	7		0
230	BUNKHOUSE V48X11139367	2/16/01		25,000							25,000	25,000	200DB HY	5		0

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NO.	DESCRIPTION	DATE ACQUIRED	DATE SOLD	COST/ BASIS	BUS. PCT.	CUR 179 BONUS	SPECIAL DEPR. ALLOW.	PRIOR 179/ BONUS/ SP. DEPR	PRIOR DEC. BAL DEPR	SALVAG /BASIS REDUCT	DEPR. BASIS	PRIOR DEPR	METHOD	LIFE	RATE	CURRENT DEPR
231	UNIGLIDE PIZZATRLYV019021	2/20/01		107,000							107,000	107,000	200DB HY	5		0
232	TRAILER FW06533026469283	1/26/01		6,000							6,000	6,000	200DB HY	5		0
241	32' 5TH WH COTTONV019056	7/10/01		218,600							218,600	218,600	200DB HY	5		0
242	28' 5TH WH COTTONV019058	4/16/01		90,000							90,000	90,000	200DB HY	5		0
254	'02 45'BUNKHOUSE 116253	4/25/02		35,092				10,528			24,564	24,564	200DB HY	5		0
255	'02 45'BUNKHOUSE 116113	4/01/02		35,028				10,508			24,520	24,520	200DB HY	5		0
256	'02 45'BUNKHOUSE 116114	4/01/02		35,028				10,508			24,520	24,520	200DB HY	5		0
257	REEFER TRAILER #27043	2/20/03		5,200				1,560			3,640	3,640	200DB HY	5		0
263	96 FRHT TRL ZYA9TL814101	5/01/03		4,003							4,003	4,003	200DB HY	5		0
264	96 FRHT TRL DYA0TL814054	5/01/03		4,003							4,003	4,003	200DB HY	5		0
265	96 FRHT TRL SYA1TL813936	5/01/03		4,003							4,003	4,003	200DB HY	5		0
266	94 UTL DROP TRL SA2947	10/11/03		3,000							3,000	3,000	200DB HY	5		0
267	88 ALLOY TRL SS8019	10/11/03		2,500							2,500	2,500	200DB HY	5		0
268	84 FRHT TRL HO23545	10/11/03		2,000							2,000	2,000	200DB HY	5		0
269	76 TRAILMOBILE TRL P16178	10/11/03		1,000							1,000	1,000	200DB HY	5		0
270	02 SPACE CRAFT BUNKHOUSE	11/13/03		23,705							23,705	23,705	200DB HY	5		0
281	92 AMERI COM TRL 12355	10/22/03		1,232							1,232	1,232	200DB HY	5		0
282	TRAILER 11697	2/17/04		5,000							5,000	5,000	200DB HY	5		0
283	TRAILER 11703	2/17/04		5,000							5,000	5,000	200DB HY	5		0
287	LIGHTHOUSE BUNK TRL REEFE	6/06/04		7,625				3,813			3,812	3,812	200DB HY	5		0
288	LIGHTHOUSE BUNK TRL REEFE	6/06/04		7,625				3,813			3,812	3,812	200DB HY	5		0
300	BUNKHOUSE 48' REEFER SELF	7/01/05		15,015							15,015	15,015	200DB HY	5		0
301	BUNKHOUSE 48' REEFER SELF	7/01/05		15,015							15,015	15,015	200DB HY	5		0
302	ILLUMACOM TRAILER 7X18	1/10/06		2,638							2,638	2,638	200DB HY	5		0
303	OTTERBACHER REMODEL EB	1/20/06		82,031							82,031	82,031	200DB HY	5		0
322	99 NEWMAR TRAILER	3/01/05		39,110							39,110	39,110	200DB HY	5		0
323	REBUILD (CAPITAL COOKERY)	2/20/06		61,414							61,414	61,414	200DB HY	5		0

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NO.	DESCRIPTION	DATE ACQUIRED	DATE SOLD	COST/ BASIS	BUS. PCT	CUR 179 BONUS	SPECIAL DEPR. ALLOW.	PRIOR 179/ BONUS/ SP DEPR	PRIOR DEC. BAL. DEPR	SALVAG /BASIS REDUCT	DEPR. BASIS	PRIOR DEPR	METHOD	LIFE	RATE	CURRENT DEPR
324	92 48'GD TRL 625NHM020754	6/17/05		8,147							8,147	8,147	200DB HY	5		0
325	99 48'FRU TR 82F2XS567038	6/06/05		17,446							17,446	17,446	200DB HY	5		0
332	OFFICE TRL REBLD(LM UNIT)	4/14/06		59,998							59,998	59,998	200DB HY	5		0
343	CA USE TAX TRAILERS	6/30/06		2,588							2,588	2,588	200DB HY	5		0
355	OFFICE TRL REBUILD(KELSY)	3/14/07		118,634							118,634	118,634	200DB MQ	5		0
356	95FOUNTAINETRL#S19568088	5/24/07		15,000							15,000	15,000	200DB MQ	5		0
377	BUNKHOUSE TRAILER (ROY)	6/29/07		8,500							8,500	8,500	200DB MQ	5		0
391	TRAILER-PEPSI#022XW247908	7/04/08		7,583							7,583	7,148	200DB HY	5	.05760	435
400	96UTILITY REF#515TU856115	3/05/08		5,951							5,951	5,609	200DB HY	5	.05760	342
401	98TRLMOBREF#1ACH7W9004958	3/05/08		5,951							5,951	5,609	200DB HY	5	.05760	342
402	97 UTILITYREF#515VU165014	3/05/08		5,951							5,951	5,609	200DB HY	5	.05760	342
415	87WESTERNTRAILER#H0112220	9/09/09		5,000							5,000	3,500	S/L HY	5	.20000	1,000
442	COMFORTSTAR 2 TON AC BUNK	7/29/10		3,250				3,250			0		200DB HY	7		0
443	COMFORTSTAR 2 TON AC BUNK	7/29/10		3,250				3,250			0		200DB HY	7		0
444	COMFORTSTAR 2 TON AC BUNK	7/29/10		3,200				3,200			0		200DB HY	7		0
445	COMFORTSTAR 2 TON AC BUNK	7/29/10		3,200				3,200			0		200DB HY	7		0
446	COMFORTSTAR 2 TON AC BUNK	8/29/10		3,478				3,478			0		200DB HY	7		0
447	VAN TRL #NF2AA0A56D24	2/23/11		7,578				7,578			0		200DB HY	5		0
461	87AZTECTRL758LOG#H1018214	8/16/11		6,249							6,249	3,250	200DB HY	5	.19200	1,200
462	96FONTAINE754LOG#T1572395	8/17/11		8,387							8,387	4,361	200DB HY	5	.19200	1,610
463	96FONTAINE756LOG#T1572398	8/17/11		8,386							8,386	4,361	200DB HY	5	.19200	1,610
464	99FRUEHAUF760LOG#XSJ29302	8/22/11		12,447				6,992			5,455	2,837	200DB HY	5	.19200	1,047
465	RACKS FOR LOG FLUME TRLS	8/23/11		4,925				4,925			0		200DB HY	5		0
466	99GREATDANE792LOG#M051409	8/24/11		9,765							9,765	5,078	200DB HY	5	.19200	1,875
467	77COZADCRANE768TRLCC77129	9/08/11		23,166							23,166	12,046	200DB HY	5	.19200	4,448
468	10BROCKS746TRL#26AB632049	6/21/11		5,270							5,270	2,740	200DB HY	5	.19200	1,012
469	96WABASH770VAN28#TL327875	7/24/11		3,233							3,233	1,682	200DB HY	5	.19200	621

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NO	DESCRIPTION	DATE ACQUIRED	DATE SOLD	COST/ BASIS	BUS. PCT	CUR 179 BONUS	SPECIAL DEPR. ALLOW.	PRIOR 179/ BONUS/ SP. DEPR	PRIOR DEC. BAL DEPR	SALVAG /BASIS REDUCT	DEPR. BASIS	PRIOR DEPR	METHOD	LIFE	RATE	CURRENT DEPR
499	99WBSHTRL#538048BUNK#782	9/30/12		49,624				24,812			24,812	3,722	200DB MQ	5	.34000	8,436
500	99WBSHTRL#538471BUNK#780	9/30/12		49,624				24,812			24,812	3,722	200DB MQ	5	.34000	8,436
501	99WBSHTRL#538143BUNK#778	9/30/12		49,625				24,813			24,812	3,722	200DB MQ	5	.34000	8,436
502	98DANE48TRL#WB020601#784	9/12/12		10,344							10,344	1,552	200DB MQ	5	.34000	3,517
525	06GREATDANETRL#704403#800	5/03/13		4,375							4,375		200DB MQ	5	.35000	1,531
526	06GREATDANETRL#704405#802	5/03/13		4,375							4,375		200DB MQ	5	.35000	1,531
527	06GREATDANETRL#704406#804	5/03/13		4,375							4,375		200DB MQ	5	.35000	1,531
528	06GREATDANETRL#704408#806	5/03/13		4,375							4,375		200DB MQ	5	.35000	1,531
529	13CARRYONTRL#808#DN001897	5/10/13		6,671			3,336				3,335		200DB MQ	5	.35000	1,167
530	88KENTUCKY28#512#J1081561	7/01/13		3,850							3,850		200DB MQ	5	.26000	963
531	87TRLMOBILE#688#1H9000261	7/24/13		4,762							4,762		200DB MQ	5	.25000	1,191
	TOTAL TRAILERS			3,290,616		0	3,336	151,040	0	0	3,136,240	2,998,212				54,154
	TRUCKS															
93	80 FORD C8000 PU #93	3/11/80		33,160							33,160	33,160	S/L	5		0
175	99 FORD F47 #XEA72207	6/25/98		32,046							32,046	32,046	200DB HY	5		0
176	99 FORD F47 #XEA72208	6/25/98		33,522							33,522	33,522	200DB HY	5		0
177	99 FORD F47 #XEA72209	6/25/98		30,791							30,791	30,791	200DB HY	5		0
178	99 FORD F450 #XEA22730	5/05/98		32,745							32,745	32,745	200DB HY	5		0
179	99 FORD F47 #XEA92155	6/25/98		32,674							32,674	32,674	200DB HY	5		0
180	99 FORD F450 #XEA27391	5/12/98		37,873							37,873	37,873	200DB HY	5		0
215	99 FORD F450 #33141	5/18/99		35,137							35,137	35,137	200DB HY	5		0
216	99 FORD F450 #33142	5/18/99		35,137							35,137	35,137	200DB HY	5		0
217	99 FORD F450 #33140	5/18/99		35,137							35,137	35,137	200DB HY	5		0
233	FORD F350F51EA18572	9/29/00		37,854							37,854	37,854	200DB HY	5		0
234	FORD F650A0YMA03591	8/07/00		38,909							38,909	38,909	200DB HY	5		0

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BUTLER AMUSEMENTS INC 77-0014798

NO.	DESCRIPTION	DATE ACQUIRED	DATE SOLD	COST/ BASIS	BUS. PCT	CUR 179 BONUS	SPECIAL DEPR. ALLOW	PRIOR 179/ BONUS/ SP DEPR	PRIOR DEC. BAL DEPR	SALVAG /BASIS REDUCT	DEPR. BASIS	PRIOR DEPR	METHOD	LIFE	RATE	CURRENT DEPR
243	84 CHEV VAN #143	5/21/01		3,000		233 insur list # (likely)(1994)					3,000	3,000	200DB HY	5		
244	01 FORD F350S EC25614	3/31/01		33,903							33,903	33,903	200DB HY	5		0
245	01 FORD F450S EC44022	3/31/01		31,529							31,529	31,529	200DB HY	5		
246	01 FORD F550S EC50256	3/31/01		32,038							32,038	32,038	200DB HY	5		0
284	MINI BUS (12 PERSON)	5/06/03		11,185	✓	5 Insurance list # (likely)					11,185	11,185	200DB HY	5		
326	06 F150 1FTPW12536KC30978	2/19/06		18,076							18,076	18,076	200DB HY	5		
344	CA USE TAX TRUCK	6/30/06		564							564	564	200DB HY	5		
357	07F450#1FDFX46PEA96492	8/22/07		35,991							35,991	35,991	200DB MQ	5		0
358	08F450#1FDXF46R38EA98512	10/31/07		39,179							39,179	39,179	200DB MQ	5		0
359	08F450#AFDXF46RX8EB01843	10/31/07		39,179							39,179	39,179	200DB MQ	5		
360	08F450#1FDAF56R88EC22737	10/31/07		43,297							43,297	43,297	200DB MQ	5		
361	08F450#1FDAF56R78EB20927	10/31/07		43,565							43,565	43,565	200DB MQ	5		0
362	08F450#1FDAF56RX8EA19249	10/31/07		43,297							43,297	43,297	200DB MQ	5		
363	08F450#1FDAF56R68EA19250	10/31/07		43,297							43,297	43,297	200DB MQ	5		
393	08HONDAACCDJHMX8C035221	9/25/08		29,443							29,443	14,160	200DB HY	5	.05760	1,69
416	02FORDF450ELDORBUS#A04633	10/07/09		4,517	✓	109 insurance list #					4,517	3,161	S/L HY	5	.20000	903
417	02FORDF450ELDORBUS#A16818	10/07/09		2,952	✓	123					2,952	2,065	S/L HY	5	.20000	590
418	02FORDF450ELDORBUS#A16817	10/07/09		2,282	✓	57					2,282	1,596	S/L HY	5	.20000	456
419	02FORDF450ELDORBUS#A04630	10/07/09		4,630	✓	95					4,630	3,241	S/L HY	5	.20000	926
420	02FORDF450ELDORBUS#A16821	10/07/09		3,846	✓	121					3,846	2,692	S/L HY	5	.20000	769
470	95CHEVYS10#CS14Z5S8243913	7/01/11		2,919							2,919	1,518	200DB HY	5	.19200	560
471	05FORDAEROTECHBUS#HA60112	10/01/11		9,001	✓	Not matched to insurance list #					9,001	4,680	200DB HY	5	.19200	1,728
503	03FORDE350PASVAN#82486#25	5/02/12		12,576	✓	25					12,576	4,402	200DB MQ	5	.26000	3,270
504	99FORD15PASVAN#HB23995#35	7/13/12		8,832	✓	35					8,832	2,208	200DB MQ	5	.30000	2,650
523	07CHEVS-10#5818138819#367	6/16/12		7,000							7,000	1,750	200DB MQ	5	.30000	2,100
532	10FORDE350XL#185#ADA31269	3/29/13		15,030	✓	185					15,030		200DB MQ	5	.35000	5,261
533	06FORD350XL8#395#6HB00954	3/13/13		11,430	✓	395					11,430		200DB MQ	5	.35000	4,000

Butler's Exh. 35, p. 036 - Butler 01706

BUTLER AMUSEMENTS INC 77-0014796

NO	DESCRIPTION	DATE ACQUIRED	DATE SOLD	COST/ BASIS	BUS. PCT	CUR 179 BONUS	SPECIAL DEPR. ALLOW.	PRIOR 179/ BONUS/ SP. DEPR	PRIOR DEC. BAL DEPR	SALVAG /BASIS REDUCT	DEPR. BASIS	PRIOR DEPR	METHOD	LIFE	RATE	CURRENT DEPR
534	03GMCSAVAN8#135#U31136693	6/04/13		13,283	✔	Post insur list date					13,283		200DB MQ	5	.25000	3,321
535	03GMCSAVAN#227#U131145718	6/10/13		13,283	✔	Post insur list date					13,283		200DB MQ	5	.25000	3,321
	TOTAL TRUCKS			974,109		0	0	0	0	0	974,109	874,558				31,551
	WINTER QUARTERS - FIREBAUGH															
435	WATER TREATMENT SYS FIREB	9/24/10		19,300							19,300	1,217	S/L MM	39	.02564	495
	TOTAL WINTER QUARTERS - FIRE			19,300		0	0	0	0	0	19,300	1,217				495
	WINTER QUARTERS - SANTA NELLA															
1	BUILDING	8/19/86		290,754							290,754	290,754	PRE	19		0
2	IMPROVEMENTS	10/01/96		20,000							20,000	8,400	S/L MM	39	.02564	513
3	LAND	8/19/86		122,800							122,800					0
218	ASPHALT	5/17/99		43,099							43,099	15,241	S/L MM	39	.02564	1,105
	TOTAL WINTER QUARTERS - SAN			476,653		0	0	0	0	0	476,653	314,395				1,618
	TOTAL DEPRECIATION			35,967,795		224,789	5,259	2,710,899	0	0	33,026,848	29,013,734				1,278,957
	GRAND TOTAL DEPRECIATION			35,967,795		224,789	5,259	2,710,899	0	0	33,026,848	29,013,734				1,278,957
	DEPRECIATION ASSETS SOLD			376,060		0	0	25,510	0	0	350,550	350,550				0
	DEPR REMAINING ASSETS			35,591,735		224,789	5,259	2,685,389	0	0	32,676,298	28,663,184				1,278,957

Butler's Ex. 35, p. 020 Butler 01707

Butler's Exh. 35, p. 040 Butler 01798

2187.37 3240.22

National Auto Mart / Fed Lease

Specializing in Fleet Lease Remarketing

2947 W. McDowell Rd.
Phoenix, AZ 85009
Office 602-484-7055
Fax 602-484-0194

Buyer Name	Butler Amusements Inc			**Date**	3/29/2013
Address	3003 SW 153rd Drive Suite 205	**City**	Beaverton	**State** OR	**Zip** 97006
Phone	601-594-8040	**Fax Number**	503-643-7140		
Contact	Kurt Voneberg or Tom Showbach 503-643-6610				

YEAR	MAKE	MODEL OR SERIES	COLOR	STOCK #
2010	Ford	E-350 XL 10 Passenger	White	23998

VIN OR SERIAL #
1FBNE3BL1ADA31269

EQUIPMENT/DESCRIPTION OF REPAIRS		PURCHASE PRICE		$15,000.00
		SALES TAX		$0.00
Shipping Vehicle*		TEMP PERMIT FEE		$30.00
Picking Up Vehicle	X	PAYMENT #1	CHECK 3/20	($5,000.00)
Requires Drive-Out Temp	X	PAYMENT #2	CASH 3/28	($5,000.00)
Retail Sale	X	D.O.C. FEE	Waived	$0.00
Internet Sale				
Sales Associate: Joey Riley		BALANCE DUE		$5,030.00
Notes / Delivery Address:		Info: PAID in-full Cash 3/29/13		
		To be paid in 3 payments with the final payment being made no later then 3/29/2013		

Delivery Agent*			
Address	City	State	Zip
Phone			

CUSTOMER UNDERSTANDS THE VEHICLE IS BEING SOLD IN "AS-IS" CONDITION

Federal and State law require that the seller states the mileage in connection with the transfer of ownership. Failure to complete the odometer statement or providing false statement, may result in fines or imprisonment.

Odometer Reading			
51,665 (No Tenths)	Miles	X	Mileage in excess of the odometer mechanical limits ☐
	Kilometers	☐	NOT Actual Mileage, ODOMETER DISCREPANCY ☐

WAIVER OF USED CAR IMPLIED WARRANTY OF MERCHANTABILITY:
ATTENTION PURCHASER: SIGN IF THE DEALER TOLD YOU THAT THIS VEHICLE IS BEING SOLD IN "AS-IS" CONDITION AND THAT YOU AGREE TO BUY THE VEHICLE ON THOSE TERMS.

Purchaser; by execution of this Order, represents that Purchaser is of legal age or older and acknowledges that Purchaser has read it's terms and conditions and has received a copy of this Order.

*Taxes may apply as per AZ ADOR80-5463.

Cost
Purchase price 15000.00
Permit 30.00
15,030.00

3-22-13
$ 5080
BA8335

Dealer [signature] Date 3/29/2013

Buyer _____ Date _____

Buyer _____ Date _____

BA1 # 185

3210.22

(DMV #185)

OREGON

PASSENGER REGISTRATION 614

PLATE NUMBER	TITLE NUMBER	PROCESS DATE	EXPIRATION DATE	FUEL TYPE	EQUIPMENT NO.
593GJZ	1319011121	090314	JUN 24,2015	GASOLINE	185

YEAR	MAKE	STYLE	MODEL	VEHICLE IDENTIFICATION NUMBER	WEIGHT/LENGTH
2010	FORD	VA	EC1	1FBNE3BL1ADA31269	

LIEN HOLDER	ODOMETER READING	ODOMETER DATE
NONE	58070	06/20/13

ODOMETER MESSAGE

OWNER/ LESSEE

BUTLER AMUSEMENTS INC
8035 SW CIRRUS DR STE 21E
BEAVERTON OR 97008

4485WVH

NEW ADDRESS

COUNTY OF RESIDENCE: WASHINGTON

COUNTY OF USE

BAL #185

Butler's Exh. 35, p. 041 Butler 01799

3210.23

OREGON INSURANCE IDENTIFICATION CARD

(STATE)

COMPANY NUMBER: 866
COMPANY: T.H.E. Insurance Company
[X] COMMERCIAL [ ] PERSONAL

POLICY NUMBER: CPP010116606
EFFECTIVE DATE: 05/01/2014
EXPIRATION DATE: 05/01/2015

YEAR: 2010
MAKE/MODEL: Ford E350 XL 10 pass 185
VEHICLE IDENTIFICATION NUMBER: 1FBNE3BL1ADA31269

(DMV #185)

AGENCY/COMPANY ISSUING CARD
Arthur J. Gallagher Risk Management Services, Inc.
777 108th Ave NE, #200
Bellevue, WA 98004

(425) 454-3386
INSURED
Butler Amusements Inc
8035 SW Cirrus Drive #21E
Beaverton, OR 97008-6983

SEE IMPORTANT NOTICE ON REVERSE SIDE

THIS CARD MUST BE KEPT IN THE INSURED VEHICLE AND PRESENTED UPON DEMAND

IN CASE OF ACCIDENT: Report all accidents to your Agent/Company as soon as possible. Obtain the following information:

1. Name and address of each driver, passenger and witness.
2. Name of Insurance Company and policy number for each vehicle involved.

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DMV Application for Title and Registration

REMARKS: (DMV #185) AR - 2807

MATCH CODE: K
TITLE FEE: 77.00
REG / REN FEE: 110.00
VIN FEE:
LATE TITLE FEE:
REPLACEMENT FEE:
PLATE TRANSFER:
TOTAL FEE: 187.00

DMV USE ONLY

PLATE CODE	TRANS CODE	VT	TI	ORG	MP	PROCESS	EX	MISC	TITLE BRAND
RG	11	1	1	2	6	5			NOT

PERMIT # | MEMORANDUM RECEIPT # | VIN INSPECTION: DATE / INITIALS: LEV COMPLIANT: YES NO | DEALER TRANS | PRE CHECKER

VEHICLE INFORMATION

① NEW PLATE # 593 GJZ | STICKER # 50386655 | VEHICLE IDENTIFICATION NUMBER (VIN) 1FBNE3BL1ADA31269 | OREGON TITLE #

② PRESENT OREGON PLATE # | EXPIRATION DATE 06-24-15 | YEAR 2010 | MAKE FORD | STYLE VAN | REG WEIGHT / LENGTH | GVWR OVER 26,000 LBS. YES / NO (NO)

③ FARM ID # | FLEET ACCOUNT # | EQUIPMENT # 185 | GAS (✓) ELECTRIC | DIESEL PROPANE | HYBRID NATURAL GAS | PLUG-IN HYBRID OTHER: | TRAILER OVER 6,000 LBS. YES / NO (NO)

④ **ODOMETER:** Federal and State laws require that you state the mileage when you transfer ownership. Failure to complete an odometer disclosure or providing a false statement may result in fines and/or imprisonment. Under Oregon law, the offense for submitting a false odometer disclosure is a Class C felony (ORS 815.430). Use this odometer certification for motor vehicles 9 years old or newer and when you are unable to obtain the proper disclosure from the seller. I certify the odometer disclosure listed is true and correct. A disclosure is not complete on the required form from the seller. I agree to hold DMV harmless for any action resulting from my not submitting the seller's disclosure.

ODOMETER READING (NO TENTHS)	DATE OF READING (MM/DD/YYYY)	I certify that, to the best of my knowledge, the odometer reading is actual mileage UNLESS one of these blocks is marked:
58070	06/20/2013	☐ the mileage stated is in excess of its mechanical limits (has rolled over); or ☐ the odometer reading is NOT actual mileage. WARNING – odometer discrepancy.

OWNER or LESSEE / ADDRESS

Complete Line 5 with the owner whose address will be used for all DMV mail regarding this vehicle. List additional owners on Lines 8 and 9. (This in no way determines a priority of ownership.) If any owner listed uses a work address on DMV records, that owner must be shown on Line 5. See reverse for more information.

⑤ PRINT FULL LEGAL NAME: LAST, FIRST, MIDDLE OR (check one) (✓) OWNER OR ☐ LESSEE | DOL / ID / CUSTOMER # UTL | DATE OF BIRTH (MM/DD/YYYY)

⑥ RESIDENCE / BUSINESS ADDRESS - (address will be used to update your DOL / ID card) 3003 S.W. 153 rd. DR. SUITE # 205 | MAILING ADDRESS (if different from residence – will be used to update your DOL / ID card)

⑦ CITY, STATE, ZIP CODE BEAVERTON OR. 97006 | COUNTY OF RESIDENCE WASHINGTON 34 | CITY, STATE, ZIP CODE | COUNTY OF MAILING

⑧ JOINT OWNER OR LESSEE - PRINT FULL LEGAL NAME: LAST, FIRST, MIDDLE (See "Change of Address" on reverse) | DOL / ID / CUSTOMER # | DATE OF BIRTH (MM/DD/YYYY)

⑨ JOINT OWNER OR LESSEE - PRINT FULL LEGAL NAME: LAST, FIRST, MIDDLE (See "Change of Address" on reverse) | DOL / ID / CUSTOMER # | DATE OF BIRTH (MM/DD/YYYY)

⑩ ONE-TIME MAILING ADDRESS (will not change your customer record) ☐ Reg. Only ☐ Title Only ☐ Both | VEHICLE ADDRESS - (Location of vehicle if different from residence)

⑪ CITY, STATE, ZIP CODE | CITY, STATE, ZIP CODE | COUNTY (of vehicle address or use)

⑫ **SURVIVORSHIP:** Joint Owners or Lessees agree that title will show joint ownership with right of survivorship. ☐ YES ☐ NO
Joint Security Interest Holders agree that title will show joint security interest with right of survivorship. ☐ YES ☐ NO

SECURITY INTEREST HOLDER and/or LESSOR/LESSOR

⑬ SECURITY INTEREST HOLDER (Bank, Finance Company, Person, etc.) | DOL / ID / CUSTOMER # | DATE OF BIRTH (MM/DD/YYYY)

⑭ SECURITY INTEREST HOLDER ADDRESS - INCLUDE STREET / CITY / STATE / ZIP CODE | TELEPHONE #

TRANSACTION ACCEPTED
JUN 24 2013
BEAVERTON #44

⑮ SECONDARY INTEREST HOLDER (Bank, Finance Company, Person, etc.) | DOL / ID / CUSTOMER # | DATE OF BIRTH (MM/DD/YYYY)

⑯ SECONDARY INTEREST HOLDER ADDRESS - INCLUDE STREET / CITY / STATE / ZIP CODE | TELEPHONE # ( )

⑰ LESSOR (Complete only if lessee is shown as owner on Line 5 above) | DOL / ID / CUSTOMER # | DATE OF BIRTH (MM/DD/YYYY)

⑱ LESSOR ADDRESS - INCLUDE STREET / CITY / STATE / ZIP CODE | TELEPHONE # ( )

CERTIFICATIONS

The owner must certify by completing all applicable statements and signing the application to apply for title and registration in Oregon. By signing this application, I acknowledge the ownership or interest shown. Under Oregon law, it is a crime to knowingly make any false statement on an application for title or registration (ORS 802.090 and ORS 807.620). Penalties include Class A misdemeanors and are punishable by a jail sentence of up to 364 days or both. Commercial motor vehicle violations are punishable by a jail sentence of up to 6 months or both.

⑲ **INSURANCE:** I certify to one of the following: 1) If this application is for title registration, and this motor vehicle is subject to financial responsibility laws, I am in compliance and will remain in compliance until the vehicle is transferred; or 2) If this application includes a registration renewal for a motor vehicle, this vehicle is covered by the motor vehicle liability insurance policy listed below.

INSURANCE COMPANY (Not agent) T.H.E. Insurance Company | POLICY # CPP010115604

DOMICILE / RESIDENCY: My place of domicile (home) is in Oregon, or I am otherwise eligible or required to register the vehicle under Oregon law (ORS 803.380, 803.540 and 803.560).

VEHICLE USE: If the ownership of this vehicle has not been transferred and the registration is being renewed as a farm-use, farm, manufactured structure dealer, or state/state-political vehicle, I certify the vehicle still qualifies for special registration and the use still conforms to the law as previously applied. I certify that my special use trailer, if over eight feet one-half foot in width, is used temporarily on a construction site for office purposes only.

SIGNATURES

⑳ SIGNATURE OF OWNER OR LESSEE AS SHOWN ABOVE X Butler Amusements Inc By: Thomas R. Shebeka (Treasurer) | DATE (6-24-2013) | HOME PHONE # 503) 643-6610 | MESSAGE PHONE # ( )

㉑ SIGNATURE OF LESSOR (Required if security interest holder is different than lessor) X | DATE | COUNTER DATE STAMP / INITIALS U624 13044 KDL

2220 (9-13) | SYS0100092

PAGE 11/18 BUTLER WC 5038261515 15:54 06/24/2013

BAH #185

Butler's Exh. 35, p. 044 Butler 01802

3210.25

National Auto Mart / Fed Lease

Specializing in Fleet Lease Remarketing

#395 WM

2947 W. McDowell Rd.
Phoenix, AZ 85009
Office 602-484-7055
Fax 602-484-0194

Buyer Name	Butler Amusements Inc			**Date**	3/13/2013
Address	3003 SW 153rd Drive Suite 205	**City**	Beaverton	**State** OR	**Zip** 97006
Phone	601-594-8040	**Fax Number**			
Contact	Kurt Vonsberg	**Email**			

YEAR	MAKE	MODEL OR SERIES	COLOR	STOCK #
2006	Ford	E-350 XLT 8 Passenger	Silver	23540

VIN OR SERIAL # 1FBNE31L06HB00954

EQUIPMENT/DESCRIPTION OF REPAIRS		PURCHASE PRICE	$11,400.00
		SALES TAX	$0.00
Shipping Vehicle*		TEMP PERMIT FEE	$30.00
Picking Up Vehicle	X	MISC.	$0.00
Requires Drive-Out Temp		TRANSPORTATION	$0.00
Retail Sale	X	D.O.C. FEE Waived	$0.00
Internet Sale			
Sales Associate: Joey Riley		TOTAL DUE	$11,430.00
Notes / Delivery Address:		Lein Info: PAID check 3/13/2013	

Delivery Agent*			
Address	**City**	**State**	**Zip**
Phone			

CUSTOMER UNDERSTANDS THE VEHICLE IS BEING SOLD IN "AS-IS" CONDITION

Federal and State law require that the seller states the mileage in connection with the transfer of ownership. Failure to complete the odometer statement or providing false statement, may result in fines or imprisonment.

Odometer Reading				
61,575 (No Tenths)	Miles	X	Mileage in excess of the odometer mechanical limits	☐
	Kilometers	☐	NOT Actual Mileage, ODOMETER DISCREPANCY	☐

WAIVER OF USED CAR IMPLIED WARRANTY OF MERCHANTABILITY:
ATTENTION PURCHASER: SIGN IF THE DEALER TOLD YOU THAT THIS VEHICLE IS BEING SOLD IN "AS-IS" CONDITION AND THAT YOU AGREE TO BUY THE VEHICLE ON THOSE TERMS.

Purchaser, by execution of this Order, represents that Purchaser is of legal age or older and acknowledges that Purchaser has read its terms and conditions and has received a copy of this Order.

*Taxes may apply as per AZ ADOR60-6463.

cost
Purchase price 11400.00
Permit 30.00
11430.00

BAI #395

Seller [signature] Date 3/13/2013

Buyer Date

Buyer Date

Sent by Kurt Vonsberg / CC: TRS

320.6

BUTLAMU-01 JOMANION

OREGON INSURANCE IDENTIFICATION CARD

(STATE)

COMPANY NUMBER: 12866
COMPANY: T.H.E. Insurance Company
[X] COMMERCIAL [ ] PERSONAL

POLICY NUMBER: CPP010116803
EFFECTIVE DATE: 5/1/2012
EXPIRATION DATE: 5/1/2013

YEAR: 2006
MAKE/MODEL: Ford E-350 XLT 8 pas 395
VEHICLE IDENTIFICATION NUMBER: 1FBNE31L96HB00954

AGENCY/COMPANY ISSUING CARD
Arthur J. Gallagher Risk Management Services, Inc.
777 108th Ave NE, #200
Bellevue, WA 98004

(425) 454-3366

INSURED
Butler Amusements Inc
3003 SW 153rd Drive #205
Beaverton, OR 97006

Unit # 395

SEE IMPORTANT NOTICE ON REVERSE SIDE

Sent to Kurt Vomberg and Kelley Butler via scan-email on 3/13/13

THIS CARD MUST BE KEPT IN THE INSURED VEHICLE AND PRESENTED UPON DEMAND

IN CASE OF ACCIDENT: Report all accidents to your Agent/Company as soon as possible. Obtain the following information:

1. Name and address of each driver, passenger and witness.
2. Name of insurance Company and policy number for each vehicle involved.

ACORD 50 (2007/02)

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Faxed To: Tami Quint c/o Santa Della Ofc. on 3/13/13

from, Mary Ponce

BAI #395

3240.27

OREGON VEHICLE CERTIFICATE OF TITLE

VOID IF ALTERED OR ERASED

OREGON DRIVER AND MOTOR VEHICLE SERVICES CERTIFIES THE PARTY IS LISTED AS OWNER OF THE DESCRIBED VEHICLE. DOCUMENTS FILED WITH DMV SHOW THE VEHICLE IS SUBJECT TO THE OWNERSHIP INTEREST(S) SPECIFIED.

CONTROL NUMBER: 5348994

LIEN NUMBER	TITLE NUMBER	PROCESS DATE	SURVIVOR	REFERENCE NUMBER
592GJZ	1319011122	070913	N/N	

YEAR	MAKE	STYLE	MODEL	VEHICLE IDENTIFICATION NUMBER	EQUIPMENT NO.
2006	FORD	VA	EC1	1FBNE31L96HB00954	395

OWNER/LESSEE

BUTLER AMUSEMENTS INC
2008 SW 153RD DR STE 205
BEAVERTON OR 97006

ODOMETER READING | ODOMETER DATE

ODOMETER MESSAGE

TITLE BRANDS

The title "Brand" printed below indicates the history, condition, or circumstances of the vehicle for which this title has been issued. Please see back of title for more information.

— NONE —

DRIVER AND MOTOR VEHICLE SERVICES

USE THIS SECTION WHEN THE ONLY CHANGE IS TO REMOVE A SECURITY INTEREST OR A LESSOR INTEREST. FOR ANY OTHER CHANGES, SEE INSTRUCTIONS ON REVERSE.

If there is no change in owners as shown above AND all security interest holders have released interest, one registered owner must sign and date here. If not completing a separate application for title and registration, if your address has changed, cross out the old address and write in the new address and county of residence on the front. Mail the title and the fee to: DMV, 1905 Lana Ave NE, Salem OR 97314.

SIGNATURE (DOES NOT RELEASE INTEREST) | DATE

* To release interest in the vehicle, complete the reassignment on back of the title.

SECURITY INTEREST HOLDER/LESSOR

SIGNATURE AND COUNTERSIGNATURE OF SECURITY INTEREST HOLDER OR LESSOR RELEASING ALL INTEREST | DATE

X

SIGNATURE AND COUNTERSIGNATURE OF SECURITY INTEREST HOLDER OR LESSOR RELEASING ALL INTEREST | DATE

X

SEE REVERSE OF TITLE FOR APPLICATION INSTRUCTIONS.

VOID WITHOUT CHAIN LINK WATERMARK

735-410 (5-08) 592GJZ 1FBNE31L96HB00954 1319011122 C
0358 044 11 V1 T1 02 S8 M1 P5 E0 M0 34

BA# 395

Butler's Exh. 35, p. 046 Butler 01804

OREGON

320.28

PASSENGER REGISTRATION

PLATE NUMBER	TITLE NUMBER	PROCESS DATE	EXPIRATION DATE	FUEL TYPE	EQUIPMENT NO.
592GJZ	1319011122	070913	JUN 24, 15	GASOLINE	395

YEAR	MAKE	STYLE	MODEL	VEHICLE IDENTIFICATION NUMBER	WEIGHT/LENGTH
2006	FORD	VA	EC1	1FBNE31L06HB00854	

TITLE BRANDS: NONE

ODOMETER READING	ODOMETER DATE

ODOMETER MESSAGE:

OWNER / LESSEE

BUTLER AMUSEMENTS INC
3003 SW 153RD DR STE 205
BEAVERTON OR 97006

NEW ADDRESS

COUNTY OF RESIDENCE: WASHINGTON

COUNTY OF USE:

DRIVER AND MOTOR VEHICLE SERVICES · DEPARTMENT OF TRANSPORTATION · OREGON

BA1 # 395

Form No. 100-121 ORE Rev. 2/10 © 2010 Versaprint Call 1-877-485-6766 to order.
Use this form in conjunction with Loan Application 400-80, Waiver of warranty 400-160, Acknowledgment of Negotiation 400-170, Authorization for Payoff 400-80, Agreement to Furnish Insurance 400-160, Condition of Financing 400-140, Summary of Sale 400-185

9533

VEHICLE ORDER

JEFF BALDWIN AUTO SALES
1515 SE 82ND
PORTLAND OR, 97216-
(503)777-4445

Stock Number...: 20851 Date: 06/03/2013
Buyer's Name...: BUTLER AMUSEMENTS, INC,
Co-buyer's Name:
Address .....: 3003 SW 153RD DR E.205
City: BEAVERTON St.: OR Zip: 97006
Ph..: (503)643-6610 Wk. Ph.:

I hereby agree to purchase from you, under the terms and conditions specified here, on the reverse, and on associated documents signed by me, the following:

Year...: 03 Make: GMC
Model.: SAVANA 350 Body.: EXTENDED VAN 3
Color..: WHITE Miles: 51,698
Vin#....: 1GKHG39UX31136693
Plate#: Tabs.: / /

10 PASS VAN

Description of Trade # 1

Year...: Make:
Model.: Body.:
Color..: Miles: 0
Vin#....:
Plate#: Tabs.: / /
Trade Allow . . . $ 0.00
Payoff Estimate $ 0.00
Trade Lienholder:

Customer agrees to pay any difference in the payoff estimate amount listed above. INIT

Description of Trade # 2

Year...: Make:
Model.: Body.:
Color..: Miles: 0
Vin#....:
Plate#: Tabs.: / /
Trade Allow . . . $ 0.00
Payoff Estimate $ 0.00
Trade Lienholder:

Customer agrees to pay any difference in the payoff estimate amount listed above. INIT

This is an offer and not binding upon the buyer or the dealer until signed by the buyer and accepted by the seller's manager or sales manager. If all transaction is not received by due date(s), the seller may make itself lienholder and assume the debt. INIT

If a balance is remaining, delivery of this vehicle is subject to credit approval by a lending institution. In the event that the buyer's credit is not approved by such lender, the buyer acquires no right, title, or interest in the vehicle and further agrees to immediately return the vehicle to the dealer. INIT

Listed Selling Price	$ 13,998.00
Adjusted Negotiated Price	$ 12,995.00
	$ n/a
	$ n/a
	$ n/a
Trade # 1 Allow	$ 0.00
Trade # 2 Allow	$ 0.00
Taxable Subtotal	$ 12,995.00
State Sales Tax	$ 0.00
	$
Title Fees **ESTIMATE**	$ 194.00
OTHER LIC FEES DEQ	$ 19.00
DOC FEE	$ 75.00
	$ n/a
Trade Payoff # 1 Estimate	$ 0.00
Trade Payoff # 2 Estimate	$ 0.00
TOTAL TRADE EQUITY	$ 0.00
CREDIT INSURANCE	$ n/a
SERVICE AGREEMENT	$ n/a
GAP	$ n/a
Net Balance	$ 13,283.00
Down Payment	$ 0.00
DEFERRED CASH	$ 0.00
DUE ON	$ / /
DEFERRED CASH	$ 0.00
DUE ON	/ /
Total Cash Down	$ 0.00
Balance Due / Amount Financed	$ 13,283.00

↑ Cost

I understand that the Payoff amount(s) shown in the Trade Payoff is only an estimate of the payoff of the vehicles I am trading in. Should the actual payoff exceed the estimate, I will pay the difference in cash, check or money order on demand. Should the payoff be less, Dealer will refund the difference in the same manner. I agree to sign any documents necessary for Dealer to obtain proper title to the Trade-in(s).

BAT #135

Buyer's Signature Co-Buyer's Signature

AR-2012 ... SOLD ... SEE BACK ... p.1. You have read the entire order front and back: 2.

32030

BUTLAMU-01 JOMANION

OREGON INSURANCE IDENTIFICATION CARD

(STATE)

COMPANY NUMBER: 12866
COMPANY: T.H.E. Insurance Company
[X] COMMERCIAL [ ] PERSONAL

POLICY NUMBER: CPP010116694
EFFECTIVE DATE: 5/1/2013
EXPIRATION DATE: 5/1/2014

YEAR: 2003
MAKE/MODEL: GMC Savanna 350 135
VEHICLE IDENTIFICATION NUMBER: 1GKHG39UX31135683

AGENCY/COMPANY ISSUING CARD
Arthur J. Gallagher Risk Management Services, Inc.
777 108th Ave NE, #200
Bellevue, WA 98004

(425) 454-3386

INSURED
Butler Amusements Inc
3503 SW 153rd Drive #205
Beaverton, OR 97006

SEE IMPORTANT NOTICE ON REVERSE SIDE

Faxed to:
Tami
on 6/3/13
@ 11:50

THIS CARD MUST BE KEPT IN THE INSURED VEHICLE AND PRESENTED UPON DEMAND

IN CASE OF ACCIDENT: Report all accidents to your Agent/Company as soon as possible. Obtain the following information:

1. Name and address of each driver, passenger and witness.
2. Name of Insurance Company and policy number for each vehicle involved.

Unit # 135

ACORD 50 (2007/02)

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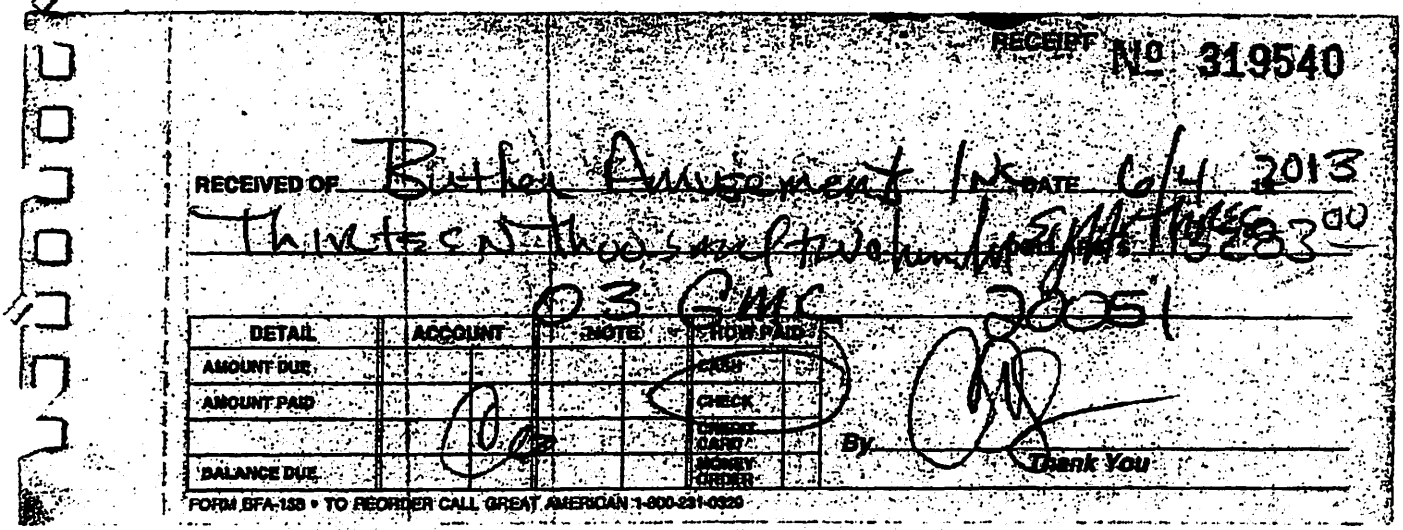
(Micki Unit)

320.31

Ck 10301
6.4.14
$13283.00
BA 83316

Jeff Baldwin Sales



RECEIPT No. 319540

RECEIVED OF Buttler Amusement Inc DATE 6/4 2013

Thirteen Thousand two hundred eighty three 00/100 $13283.00

03 Games 32051

DETAIL	ACCOUNT	NOTE	HOW PAID
AMOUNT DUE			CASH
AMOUNT PAID			CHECK
			CREDIT CARD
BALANCE DUE			MONEY ORDER

By

Thank You

FORM BFA-158 • TO REORDER CALL GREAT AMERICAN 1-800-231-0329

BA 84085

request for insurance | Search Mail | Search Web | Hi, Butler

SENT | CONT... | CALE... | Fwd:... | pay... | Req... | AT&... | Lett... | SEA... | sorry | oran... | Post... | Fw:... | Req...

Compose | Delete | Move | Actions

Inbox
Drafts (442)
Sent
Spam (1)
Trash (4)
FOLDERS
FAIR SETTLEMENT FIL...
FleetMatic
Front Desk danielle (8)
HUNT n SONS Ignore (2)
Office Depot Chair Warr...
PAYROLL (7)
Quill Office Supplies (26)
Temp Phone Related (2)
untitled1
VAN DE POL (28)
MESSENGER
APPLICATIONS

Request for Insurance from Butler Amusements to 1 recipient 11:31 AM

Hi Joanne:

Effective today, June 3, 2013, please ADD the following equipment to our insurance policy.

UNIT # 135

(ONE) 2003 GMC SAVANNA 350 10 PASSENGER VAN

VIN: 1GKHG39UX31136683

VALUE: $ 13,283.00

Please provide me with an insurance ID card.
Please also forward the insurance ID card to Bill of Jeff Baldwin Auto Sales @ CobraPdx@aol.com

MANY thanks!!!
danielle on behalf of
Mary Ponce
Butler Amusements, inc.

Get 50% off the newest smartphones

Now for $99.99 at AT&T stores with trade-in of current smartphone and new qualifying 2-year agreement.

LEARN MORE

Rethink Possible

BAI # 135

32033

request for insurance | Search Mail | Search Web | Hi, Butler

INBOX | CONTACTS | CALENDAR | SEARCH: request for... | Butler Amusements, I... | Trending Now on Yahoo! Powerball winner

Compose | Delete | Move | Spam | Actions

Inbox
Drafts (442)
Sent
Spam (1)
Trash (4)
FOLDERS
FAIR SETTLEMENT FIL...
FleetMatic
Front Desk danielle (8)
HUNT n SONS Ignore (2)
Office Depot Chair Warr...
PAYROLL (7)
Quill Office Supplies (26)
Temp Phone Related (2)
untitled1
VAN DE POL (28)
MESSENGER
APPLICATIONS

Butler Amusements, Inc. from Joanne Manion to you + 2 more 11:44 AM

1 Attachment | 46.7KB | Save to

PDF 46KB
Butler - 9135.pdf
Save

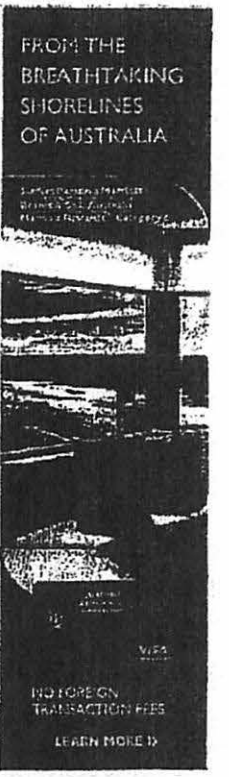
Per the request of Butler Amusements I have attached a copy of the insurance ID Card for the 2003 GMC Savanna they will be picking up today.

Please let me know if you need any additional information.

Joanne Manion
Arthur J. Gallagher & Company
P. O. Box 367
Bellevue, WA 98009-0367
Phone: 425-586-1028
Fax: 425-451-3716
Email: Joanne_Manion@ajg.com
www.ajgrms.com
Arthur J. Gallagher Risk Management Services, Inc.

WORLD'S MOST ETHICAL COMPANIES

Please Note: Coverage is not bound via fax, voice mail or e-mail requests until Arthur J. Gallagher Risk Management Services, Inc. confirms coverage in writing.



BAI # 135

OREGON INSURANCE IDENTIFICATION CARD

(STATE)

COMPANY NUMBER: 12866
COMPANY: T.H.E. Insurance Company
[X] COMMERCIAL [ ] PERSONAL

POLICY NUMBER: CPP010116604
EFFECTIVE DATE: 6/1/2013
EXPIRATION DATE: 6/1/2014

YEAR: 2003
MAKE/MODEL: GMC Savanna 350 135
VEHICLE IDENTIFICATION NUMBER: 1GKHG39UX31136693

AGENCY/COMPANY ISSUING CARD
Arthur J. Gallagher Risk Management Services, Inc.
777 108th Ave NE, #200
Bellevue, WA 98004

(425) 454-3388

INSURED
Butler Amusements Inc
3003 SW 153rd Drive #205
Beaverton, OR 97006

SEE IMPORTANT NOTICE ON REVERSE SIDE

THIS CARD MUST BE KEPT IN THE INSURED VEHICLE AND PRESENTED UPON DEMAND

IN CASE OF ACCIDENT: Report all accidents to your Agent/Company as soon as possible. Obtain the following information:

1. Name and address of each driver, passenger and witness.
2. Name of Insurance Company and policy number for each vehicle involved.

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BAI #135

Authorization for Payoff 400-80, Agreement to Furnish Insurance 400-150, Condition of Financing 400-140, Summary of Sale 400-185

VEHICLE ORDER

Attention MARY

JEFF BALDWIN AUTO SALES
1515 SE 82ND
PORTLAND OR, 97216- ATTN: Jerry
(503)777-4445
FAX NO: 503-777-1932

Stock Number...: 20137 Date: 05/07/2013
Buyer's Name...: BUTLER AMUSEMENTS, INC.
Co-buyer's Name:
Address .....: 3003 SW 153RD DR S.205
City: BEAVERTON St.: OR Zip: 97006
Ph..: (503)643-6610 Wk. Ph.:

I hereby agree to purchase from you, under the terms and conditions specified here, on the reverse, and on associated documents signed by me, the following:

Year...: 03 Make: GMC
Model.: SAVANA 350 Body.: EXTENDED VAN 3
Color..: WHITE Miles: 47,091
Vin#....: 1GKHG39U131145718
Plate# : Tabs.: / /

Description of Trade # 1

Year...: Make:
Model.: Body.:
Color..: Miles: 0
Vin#....:
Plate# : Tabs.: / /
Trade Allow . . . $ 0.00
Payoff Estimate $ 0.00
Trade Lienholder:

Customer agrees to pay any difference in the payoff estimate amount listed above. INIT

Description of Trade # 2

Year...: Make:
Model.: Body.:
Color..: Miles: 0
Vin#....:
Plate# : Tabs.: / /
Trade Allow . . . $ 0.00
Payoff Estimate $ 0.00
Trade Lienholder:

Customer agrees to pay any difference in the payoff estimate amount listed above. INIT

This is an offer and not binding upon the buyer or the dealer until signed by the buyer and accepted by the seller's manager or sales manager. If all consideration is not received by due date(s), the seller may make Rsell lienholder to secure the debt. INIT

If a balance is remaining, delivery of this vehicle is subject to credit approval by a lending institution. In the event that the buyer's credit is not approved by such lender, the buyer acquires no right, title, or interest in the vehicle and further agrees to immediately return the vehicle to the dealer. INIT

Listed Selling Price	$ 13,995.00
Adjusted Negotiated Price	$ 12,995.00
	$ n/a
	$ n/a
	$ n/a
Trade # 1 Allow	$ 0.00
Trade # 2 Allow	$ 0.00
Taxable Subtotal	$ 12,995.00
State Sales Tax	$ 0.00
	$
Title Fees **ESTIMATE**	$ 194.00
OTHER LIC FEES	$ 19.00
DOC FEE	$ 75.00
	$ n/a
Trade Payoff # 1 Estimate	$ 0.00
Trade Payoff # 2 Estimate	$ 0.00
TOTAL TRADE EQUITY	$ 0.00
CREDIT INSURANCE	$ n/a
SERVICE AGREEMENT	$ n/a
GAP	$ n/a
Net Balance	$ 13,283.00
Down Payment	$ 0.00
DEFERRED CASH	$ 0.00
DUE ON	$ / /
DEFERRED CASH	$ 0.00
DUE ON	/ /
Total Cash Down	$ 0.00
Balance Due / Amount Financed	$ 13,283.00

13,283.00 ↑ COST

I understand that the Payoff amount(s) shown in the Trade Payoff is only an estimate of the payoff of the vehicles I am trading in. Should the actual payoff exceed the estimate, I will pay the difference in cash, check or money order on demand. Should the payoff be less, Dealer will refund the difference in the same manner. I agree to sign any documents necessary for Dealer to obtain proper title to the Trade-in(s).

BA1 # 227

Buyer's Signature Co-Buyer's Signature

NOTICE TO THE BUYER: DO NOT SIGN IF THE SPACES BELOW UNTIL: 1. You have read the entire order (front and back); 2. All spaces intended for the agreed terms have been filled; 3. You have first examined and signed the Implied Warranty Statement

Butler 3003 p 004 Butler 1180

340.36

BUTLAMU-01 JOMANION

OREGON INSURANCE IDENTIFICATION CARD

(STATE)

COMPANY NUMBER	COMPANY		
12865	T.H.E. Insurance Company	[X] COMMERCIAL	[ ] PERSONAL

POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE
CPP010116804	5/1/2013	5/1/2014

YEAR	MAKE/MODEL	VEHICLE IDENTIFICATION NUMBER
2003	GMC Savanna 227	1GKHG39U131145718

AGENCY/COMPANY ISSUING CARD
Arthur J. Gallagher Risk Management Services, Inc.
777 108th Ave NE, #280
Bellevue, WA 98004

(425) 454-3388

INSURED
Butler Amusements Inc
3009 SW 153rd Drive #205
Beaverton, OR 97006

SEE IMPORTANT NOTICE ON REVERSE SIDE

THIS CARD MUST BE KEPT IN THE INSURED VEHICLE AND PRESENTED UPON DEMAND

IN CASE OF ACCIDENT: Report all accidents to your Agent/Company as soon as possible. Obtain the following information:

1. Name and address of each driver, passenger and witness.
2. Name of Insurance Company and policy number for each vehicle involved.

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Faxed To: Jeff Baldwin
Auto Sales
FAX# 503-777-1932
C/O Jerry

Please give this to our driver, Robert Easly when he picks up the van on Monday, 6/10/13,

Thank you,

Mary Pence
Butler Amusements

6/7/13

Unit # 227
Mick's unit

C C: Tami Quint
Please ADD to Equipment List

BA1 #227

3210.37

Send Result Report

MFP

TASKalfa 520i

Firmware Version 2KS_2F00.007.004 2011.01.07

05/07/2013 15:12
[2KS_1000.006.001] [2KS_1100.001.002] [2KS_7009.007.001]

Job No.: 027496 Total Time: 0°00'11" Page: 001

Complete

Document: doc027496201306071510 11

BUTLAMU-01 JOMANION

OREGON INSURANCE IDENTIFICATION CARD

(STATE)

COMPANY NUMBER 12866 COMPANY T.H.E. Insurance Company [X] COMMERCIAL [ ] PERSONAL

POLICY NUMBER CPP0101118804 EFFECTIVE DATE 8/1/2013 EXPIRATION DATE 8/1/2014

YEAR 2003 MAKE/MODEL GMC Savanna 227 VEHICLE IDENTIFICATION NUMBER 1GDGG33U131145718

AGENCY/COMPANY ISSUING CARD
Arthur J. Gallagher Risk Management Services, Inc.
777 108th Ave NE, #800
Bellevue, WA 98004

(425) 454-3333
INSURED
Butler Amusements Inc
10075 SW Allard Drive #208
Beaverton, OR 97008

SEE IMPORTANT NOTICE ON REVERSE SIDE

THIS CARD MUST BE KEPT IN THE INSURED

faxed To: Jeff Baldwin
Auto Sales
FAX# 503-777-1932
c/o Jerry

Please give this to our driver, Robert Easly when he picks up the van on Monday

No.	Date and Time	Destination	Times	Type	Result	Resolution/ECM
001	06/07/13 15:11	Santa Nella Fax	0°00'11"	FAX	OK	200x100 Normal/On

BAT #227

3240.38

Send Result Report

KYOCERA

MFP

TASKalfa 520i

Firmware Version 2KS_2F00.007.004 2011.01.07

06/07/2013 15:11
[2KS_1000.006.001] [2KS_1100.001.002] [2KS_7000.007.001]

Job No.: 027495 Total Time: 0°00'25" Page: 001

Complete

Document: doc027495201306071509S4

BUTLAMU-01 JOHANION

OREGON INSURANCE IDENTIFICATION CARD

(STATE)

[X] COMMERCIAL [ ] PERSONAL

COMPANY NUMBER 12666

COMPANY T.H.E. Insurance Company

POLICY NUMBER CPP9101115894

EFFECTIVE DATE 6/1/2013

EXPIRATION DATE 6/1/2014

YEAR 2003

MAKE/MODEL GMC Savanna 227

VEHICLE IDENTIFICATION NUMBER 1GHG39U131145719

AGENCY/COMPANY ISSUING CARD
Arthur J. Gallagher Risk Management Services, Inc.
777 108th Ave NE, #200
Bellevue, WA 98004

(425) 454-3381

INSURED
Butler Amusements Inc
3083 SW 153rd Drive #205
Beaverton, OR 97855

SEE IMPORTANT NOTICE ON REVERSE SIDE

THIS CARD MUST BE KEPT IN THE INSURED

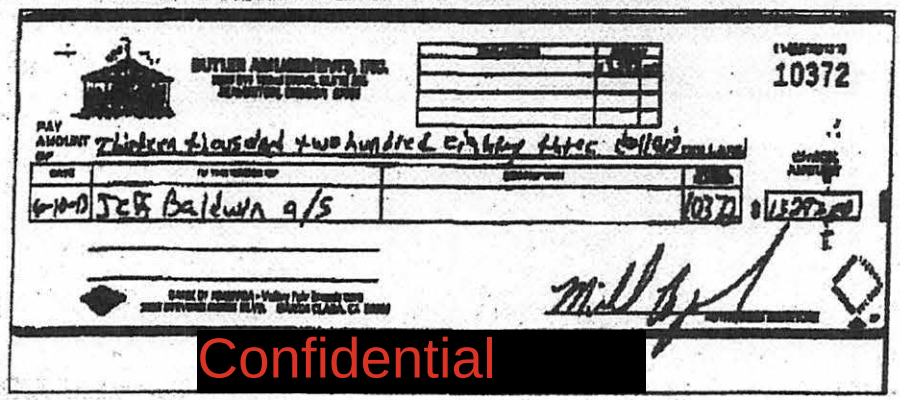
Faxed To: Jeff Baldwin
Auto Sales
FAX # 503-777-1932
% Jerry

Please give this to our driver, Robert Easly when he picks up the van on Monday

No.	Date and Time	Destination	Times	Type	Result	Resolution/ECM
001	06/07/13 15:10	5037771932	0°00'25"	FAX	OK	200x100 Normal/On

BAI #227

3240.79



Ck 10372
6-10-13
$13283.00
AP # 336

Ref. No.: 813006192370474 Amount: 13,283.00

BA # 227

Butler Amusements Inc.
Bunkhouse and travel for H2B
For they year 2013

Butler Amusements Inc
Local convenience travel
Year 2013

Summary:
Ave cost per passenger per week 50.25

Description	# passengers	Year acq	Cost	D Annual depn 5 yr	Dep to date	T Vehicle insur	T R/M Trucks	T Fuel	T Driver cost	O Licenses
Local convenience travel										
2002 Chev Express G2500 12 passenger va	12	5/6/03	11,185.00	-	11,185.00	997.53	3,479.34	5,967.52	10,224.00	100.00
2003 Ford F350 12 passenger van	12	5/2/12	12,576.00	2,515.20	1,467.20	997.53	3,479.34	5,967.52	10,224.00	100.00
1999 Ford 15 passenger van	15	7/13/12	8,832.00	1,766.40	809.60	997.53	3,479.34	5,967.52	10,224.00	100.00
2000 Ford El Dorado 26 passenger van	26	*10/15/09	4,500.00	900.00	2,925.00	997.53	3,479.34	5,967.52	10,224.00	100.00
2002 Ford El Dorado 14 passenger van	14	10/7/09	2,282.00	456.40	1,483.30	997.53	3,479.34	5,967.52	10,224.00	100.00
2002 Ford El Dorado 21 passenger van	21	10/7/09	4,630.00	926.00	3,009.50	997.53	3,479.34	5,967.52	10,224.00	100.00
2002 Ford El Dorado 21 passenger van	21	10/7/09	4,517.00	903.40	2,936.05	997.53	3,479.34	5,967.52	10,224.00	100.00
2002 Ford El Dorado 14 passenger van	14	10/7/09	3,846.00	769.20	2,499.90	997.53	3,479.34	5,967.52	10,224.00	100.00
2002 Ford El Dorado 14 passenger van	14	10/7/09	2,952.00	590.40	1,918.80	997.53	3,479.34	5,967.52	10,224.00	100.00
2007 Ford E150 8 passenger van	8	*07/01/12	3,000.00	600.00	300.00	997.53	3,479.34	5,967.52	10,224.00	100.00
2000 Ford van	8	*07/01/12	4,200.00	840.00	420.00	997.53	3,479.34	5,967.52	10,224.00	100.00
2007 Ford E150 8 passenger van	8	*07/01/12	3,000.00	600.00	300.00	997.53	3,479.34	5,967.52	10,224.00	100.00
2000 Ford van	8	*07/01/13	4,200.00	840.00	420.00	997.53	3,479.34	5,967.52	10,224.00	100.00
2010 Ford E350 XL 10 passenger van	10	3/29/13	15,030.00	3,006.00	751.50	997.53	3,479.34	5,967.52	10,224.00	100.00
1982 GMC van	8	*07/01/12	2,000.00	400.00	200.00	997.53	3,479.34	5,967.52	10,224.00	100.00
1994 Chev van	8	*07/01/12	3,000.00	600.00	300.00	997.53	3,479.34	5,967.52	10,224.00	100.00
2006 Ford E350 XLT 8 passenger van	8	3/13/13	11,430.00	2,286.00	476.25	997.53	3,479.34	5,967.52	10,224.00	100.00
2003 GMC SA 8 passenger van	8	6/4/13	13,283.00	2,656.60	1,549.68	997.53	3,479.34	5,967.52	10,224.00	100.00
2003 GMC SA 8 passenger van	8	6/10/13	13,283.00	2,656.60	1,549.68	997.53	3,479.34	5,967.52	10,224.00	100.00
Total passengers	231		127,746.00	23,312.20	34,501.47	18,953.07	66,107.46	113,382.88	194,256.00	1,900.00
Average passengers per van	12									

* estimated date acquired

Total cost of equipment	127,746.00
Depreciation to date	34,501.47
Net investment	(93,244.53)
5.5% of net investment	(5,128.45)
Total annual cost (D+M+T+O+I)	417,911.61
Average cost per week @ 36 weeks	11,608.66
Number of passengers	231.00
Local convenience travel per passenger per week	50.25

Butler's Exh. 36, p. 001 Butler 01759

Butler Amusements Inc
Passenger vehicles
Year 2013

Make/model	Count	VIN/ID	Insur list #	Depn sch #	Depn sch Date acquired	Cost	Comments
2002 Chev Express G2500 12 passenger van	1	1GAGG25R221216905	5	284	5/6/2003	11,185.00	Depn sch description: Mini Bus (12 person)
2003 Ford E350 12 passenger van	2	1FBSS31L63HB82486	25	503	5/2/2012	12,576.00	
1999 Ford 15 passenger van	3	1FBSS31S0XHB23995	35	504	7/13/2012	8,832.00	
000 Ford El Dorado 26 passenger bus	4	1FDWE45F9YHB54120	37			4,500.00	Estimated cost
2002 Ford El Dorado 14 passenger bus	5	1FDXE45S42HA16817	57	418	10/7/2009	2,282.00	
2002 Ford El Dorado 21 passenger bus	6	1FDXE45S52HA04630	95	419	10/7/2009	4,630.00	
2002 Ford El Dorado 21 passenger bus	7	1FDXE45S02HA04633	109	416	10/7/2009	4,517.00	
2002 Ford El Dorado 14 passenger bus	8	1FDXE45S62HA16821	121	420	10/7/2009	3,846.00	
2002 Ford El Dorado 14 passenger bus	9	1FDXE45S62HA16818	123	417	10/7/2009	2,952.00	
2000 Ford bus	10	1FDXE45S3YHA46819	141			3,000.00	Estimated cost
2007 Ford E150 8 passenger van	11	1FMNE11L27DB1507	171			4,200.00	Insur list cost
2000 Ford bus	12	1FDXE45SXYHA43609	173			3,000.00	Estimated cost
2007 Ford E150 8 passenger van	13	1FMNE11W57DB45940	183			4,200.00	Insur list cost
2010 Ford E350 XL 10 passenger van	14	1FBNE3BL1ADA31269	185	532	3/29/2013	15,030.00	See 2013 invoice
1982 GMC VAN	15	1GDKP32M7C3501844	213			2,000.00	Estimated cost
1994 Chev bus	16	1GBKH37N4R3316201	233			3,000.00	Depn sch description: 84 Chev van #143
2006 Ford E350 XLT 8 passenger van	17	1FBNE31L96H800954	395	533	3/13/2013	11,430.00	See 2013 invoice
2003 GMC SA van 8 passenger	18	U31136693	135	534	6/4/2013	13,283.00	After date of insur list; see 2013 invoice
2003 GMC SA van 8 passenger	19	U131145718	227	535	6/10/2013	13,283.00	After date of insur list; see 2013 invoice
						127,746.00	

Butler's Exh. 36, p. 002 Butler 01760

C:\Users\Steven1\Documents\(1) Clients\Clients\Butler Amusements\Butler Amusements Inc\2013\2013 passenger bus list2013 passanger van list 19

(No Subject)

From: Wayne Pierce (wpierce@adventurelaw.com)

To: butleramusements@yahoo.com

Date: Friday, April 12, 2019, 4:51 PM PDT

BUTLER
AMUSEMENTS, INC.

Administrative Office
8035 SW Cirrus Drive, Suite 21-E
Beaverton, Oregon 97008

Weekly Wage
1st Quarter 2013

Weeks Worked During 1st Quarter 2013

Tom

These are the 10 names from 2013. Hoping to get the W-2s for that year for these individuals by Monday.

(1) Saul Estadillo Herrera — @ $500.00 > 7 Weeks

(2) Gustavo Ildelfenso Gamero Aguilar — @ $500.00 > 7 Weeks

(3) Sergio Guzman Quijano — @ $500.00 > 7 Weeks

(4) Jaime Hernandez Serrano — @ $475.00 > 7 Weeks

(5) Omar Lopez Romero — @ $525.00 > 7 Weeks

(6) José Antonio Mendez Serrano — @ $745.00 > 7 Weeks

(7) Jose Ivan Ortega Romo — @ $500.00 > 7 Weeks

(8) Fernando Preza Morales — @ $500.00 > 7 Weeks

(9) Felipe Villegas Quijano — @ $365.00 > 7 Weeks

(10) Marilu Zepeda — @ $600.00 > 4 Weeks

Confidential

Sincerely,

R. Wayne Pierce
Adventure Lawyer
THE PIERCE LAW FIRM, LLC
133 Defense Highway, Suite 201
Annapolis, Maryland 21401-7015

(No Subject)

From: Wayne Pierce (wpierce@adventurelaw.com)

To: butleramusements@yahoo.com

Date: Friday, April 12, 2019, 4:51 PM PDT

Tom

These are the 10 names from 2013. Hoping to get the W-2s for that year for these individuals by Monday.

(1) Saul Estadillo Herrera

(2) Gustavo Ildelfenso Gamero Aguilar

(3) Sergio Guzman Quijano

(4) Jaime Hernandez Serrano

(5) Omar Lopez Romero

(6) José Antonio Mendez Serrano

(7) Jose Ivan Ortega Romo

(8) Fernando Preza Morales

(9) Felipe Villegas Quijano

(10) Marilu Zepeda

Confidential

[redacted]

Sincerely,

R. Wayne Pierce
Adventure Lawyer
THE PIERCE LAW FIRM, LLC
133 Defense Highway, Suite 201
Annapolis, Maryland 21401-7015

22222	Void ☐	a Employee's social security number Confidential	For Official Use Only ► OMB No. 1545-0008

b Employer identification number (EIN)	1 Wages, tips, other compensation	2 Federal income tax withheld
77-0014796	17500.00	560.00
c Employer's name, address, and ZIP code BUTLER AMUSEMENTS INC BUTLER AMUSEMENTS INC. 3003 SW 153RD DRIVE SUITE 205 BEAVERTON OR 97006	3 Social security wages 17500.00	4 Social security tax withheld 1085.00
	5 Medicare wages and tips 17500.00	6 Medicare tax withheld 253.75
	7 Social security tips	8 Allocated tips
d Control number	9 [redacted]	10 Dependent care benefits
e Employee's first name and initial: SAUL Last name: ESTUDILLO Suff.	11 Nonqualified plans	12a See instructions for box 12
(1) Confidential [redacted] f Employee's address and ZIP code	13 Statutory employee / Retirement plan / Third-party sick pay	12b
	14 Other	12c
		12d

15 State Employer's state ID number	16 State wages, tips, etc	17 State income tax	18 Local wages, tips, etc	19 Local income tax	20 Locality name
AZ 065992005	17500.00				

Form **W-2** Wage and Tax Statement **2013**

Copy A for Social Security Administration — Send this entire page with Form W-3 to the Social Security Administration; photocopies are not acceptable.

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Department of the Treasury — Internal Revenue Service

For Privacy Act and Paperwork Reduction Act Notice, see separate instructions.

22222	Void ☐	a Employee's social security number [redacted]	For Official Use Only ► OMB No. 1545-0008

b Employer identification number (EIN) 77-0014796		1 Wages, tips, other compensation 17500.00	2 Federal income tax withheld 560.00
c Employer's name, address, and ZIP code BUTLER AMUSEMENTS INC BUTLER AMUSEMENTS INC. 3003 SW 153RD DRIVE SUITE 205 BEAVERTON OR 97006		3 Social security wages 17500.00	4 Social security tax withheld 1085.00
		5 Medicare wages and tips 17500.00	6 Medicare tax withheld 253.75
		7 Social security tips	8 Allocated tips
d Control number		9 [redacted]	10 Dependent care benefits
e Employee's first name and initial GUSTAVO G	Last name AGUILAR Suff.	11 Nonqualified plans	12a See instructions for box 12
(2)		13 Statutory employee / Retirement plan / Third-party sick pay	12b
[redacted] Confidential		14 Other CA-SDI 175.00	12c 12d
f Employee's address and ZIP code			

15 State Employer's state ID number	16 State wages, tips, etc	17 State income tax	18 Local wages, tips, etc	19 Local income tax	20 Locality name
CA 199-6225-7	17500.00	31.15			

Form **W-2** Wage and Tax Statement **2013**

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Department of the Treasury — Internal Revenue Service

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22222	Void ☐	a Employee's social security number Confidential	For Official Use Only ► OMB No. 1545-0008

b Employer identification number (EIN)	1 Wages, tips, other compensation	2 Federal income tax withheld
77-0014796	17500.00	560.00
c Employer's name, address, and ZIP code BUTLER AMUSEMENTS INC BUTLER AMUSEMENTS INC. 3003 SW 153RD DRIVE SUITE 205 BEAVERTON OR 97006	3 Social security wages 17500.00	4 Social security tax withheld 1085.00
	5 Medicare wages and tips 17500.00	6 Medicare tax withheld 253.75
	7 Social security tips	8 Allocated tips
d Control number	9 [redacted]	10 Dependent care benefits
e Employee's first name and initial: SERGIO / Last name: GUZMAN / Suff.	11 Nonqualified plans	12a See instructions for box 12
(3)	13 Statutory employee / Retirement plan / Third-party sick pay	12b
Confidential [redacted]	14 Other	12c
f Employee's address and ZIP code		12d

15 State Employer's state ID number	16 State wages, tips, etc	17 State income tax	18 Local wages, tips, etc	19 Local income tax	20 Locality name
AZ 065992005	17500.00				

Form **W-2** **Wage and Tax Statement** **2013**

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Copy B To Be Filed with Employee's FEDERAL Tax Return.

2013 OMB No. 1545-0008

a Employee's SSN: Confidential	1 Wages, tips, other comp.: 16625.00	2 Federal income tax withheld: 455.00
	3 Social security wages: 16625.00	4 Social security tax withheld: 1030.75
b Employer ID no. (EIN): 77-0014796	5 Medicare wages and tips: 16625.00	6 Medicare tax withheld: 241.06

c Employer's name, address, and ZIP code
BUTLER AMUSEMENTS INC
BUTLER AMUSEMENTS INC.
3003 SW 153RD DRIVE SUITE 205
BEAVERTON OR 97006

d Control number

e Employee's name, address, and ZIP code Suff.
JAIME HERNANDEZ
[redacted] Confidential [redacted] [redacted]6

7 Social security tips	8 Allocated tips	9 [redacted]
10 Dependent care benefits	11 Nonqualified plans	12a Code See inst. for box 12
13 Statutory employee / Retirement Plan / Third-party sick pay	14 Other	12b Code / 12c Code / 12d Code

AZ	065992005	16625.00	
15 State	Employer's state ID number	16 State wages, tips, etc.	17 State income tax
18 Local wages, tips, etc.	19 Local income tax	20 Locality name	

Form W-2 Wage and Tax Statement
This information is being furnished to the Internal Revenue Service.
Dept. of the Treasury - IRS

Copy 2 To Be Filed With E...oyee's State, City, or Local Income Tax Return.

2013 OMB No. 1545-0008

a Employee's SSN: Confidential	1 Wages, tips, other comp.: 16625.00	2 Federal income tax withheld: 455.00
	3 Social security wages: 16625.00	4 Social security tax withheld: 1030.75
b Employer ID no. (EIN): 77-0014796	5 Medicare wages and tips: 16625.00	6 Medicare tax withheld: 241.06

c Employer's name, address, and ZIP code
BUTLER AMUSEMENTS INC
BUTLER AMUSEMENTS INC.
3003 SW 153RD DRIVE SUITE 205
BEAVERTON OR 97006

d Control number

e Employee's name, address, and ZIP code Suff.
JAIME HERNANDEZ
Confidential [redacted] [redacted]

7 Social security tips	8 Allocated tips	9
10 Dependent care benefits	11 Nonqualified plans	12a Code See inst. for box 12
13 Statutory employee / Retirement Plan / Third-party sick pay	14 Other	12b Code / 12c Code / 12d Code

AZ	065992005	16625.00	
15 State	Employer's state ID number	16 State wages, tips, etc.	17 State income tax
18 Local wages, tips, etc.	19 Local income tax	20 Locality name	

Form W-2 Wage and Tax Statement
Dept. of the Treasury - IRS

This information is being furnished to the Internal Revenue Service. If you are required to file a tax return, a negligence penalty or other sanction may be imposed on you if this income is taxable and you fail to report it.

QBMB22C 10/08/13

Copy C For EMPLOYEE'S RECORDS. (See Notice to Employees).

2013 OMB No. 1545-0008

a Employee's SSN: Confidential	1 Wages, tips, other comp.: 16625.00	2 Federal income tax withheld: 455.00
	3 Social security wages: 16625.00	4 Social security tax withheld: 1030.75
b Employer ID no. (EIN): 77-0014796	5 Medicare wages and tips: 16625.00	6 Medicare tax withheld: 241.06

c Employer's name, address, and ZIP code
BUTLER AMUSEMENTS INC
BUTLER AMUSEMENTS INC.
3003 SW 153RD DRIVE SUITE 205
BEAVERTON OR 97006

d Control number

e Employee's name, address, and ZIP code Suff.
JAIME HERNANDEZ (4)
Confidential [redacted] [redacted]

7 Social security tips	8 Allocated tips	9 [redacted]
10 Dependent care benefits	11 Nonqualified plans	12a Code See inst. for box 12
13 Statutory employee / Retirement Plan / Third-party sick pay	14 Other	12b Code / 12c Code / 12d Code

AZ	065992005	16625.00	
15 State	Employer's state ID number	16 State wages, tips, etc.	17 State income tax
18 Local wages, tips, etc.	19 Local income tax	20 Locality name	

Form W-2 Wage and Tax Statement
Dept. of the Treasury - IRS

Copy 2 To Be Filed With Employee's State, City, or Local Income Tax Return.

2013 OMB No. 1545-0008

a Employee's SSN: Confidential	1 Wages, tips, other comp.: 16625.00	2 Federal income tax withheld: 455.00
	3 Social security wages: 16625.00	4 Social security tax withheld: 1030.75
b Employer ID no. (EIN): 77-0014796	5 Medicare wages and tips: 16625.00	6 Medicare tax withheld: 241.06

c Employer's name, address, and ZIP code
BUTLER AMUSEMENTS INC
BUTLER AMUSEMENTS INC.
3003 SW 153RD DRIVE SUITE 205
BEAVERTON OR 97006

d Control number

e Employee's name, address, and ZIP code Suff.
JAIME HERNANDEZ
Confidential [redacted] [redacted]

7 Social security tips	8 Allocated tips	9
10 Dependent care benefits	11 Nonqualified plans	12a Code See inst. for box 12
13 Statutory employee / Retirement Plan / Third-party sick pay	14 Other	12b Code / 12c Code / 12d Code

AZ	065992005	16625.00	
15 State	Employer's state ID number	16 State wages, tips, etc.	17 State income tax
18 Local wages, tips, etc.	19 Local income tax	20 Locality name	

Form W-2 Wage and Tax Statement
Dept. of the Treasury - IRS

AR - 2830

Copy B To Be Filed with Employee's FEDERAL Tax Return.

2013 OMB No. 1545-0008

a Employee's SSN	1 Wages, tips, other comp.	2 Federal income tax withheld
Confidential	17325.00	627.00
b Employer ID no. (EIN)	3 Social security wages	4 Social security tax withheld
-0014796	17325.00	1074.15
	5 Medicare wages and tips	6 Medicare tax withheld
	17325.00	251.21

c Employer's name, address, and ZIP code
BUTLER AMUSEMENTS INC
BUTLER AMUSEMENTS INC.
3003 SW 153RD DRIVE SUITE 205

BEAVERTON OR 97006

d Control number

e Employee's name, address, and ZIP code Suff.
OMAR LOPEZ

(5)

7 Social security tips	8 Allocated tips	9
10 Dependent care benefits	11 Nonqualified plans	12a Code See inst. for box 12
13 Statutory employee / Retirement Plan / Third-party sick pay	14 Other	12b Code / 12c Code / 12d Code

15 State	Employer's state ID number	16 State wages, tips, etc.	17 State income tax
AZ	065992005	17325.00	

18 Local wages, tips, etc.	19 Local income tax	20 Locality name

Form W-2 Wage and Tax Statement
This information is being furnished to the Internal Revenue Service.
Dept. of the Treasury - IRS

Copy 2 To Be Filed With Employee's State, City, or Local Income Tax Return.

2013 OMB No. 1545-0008

a Employee's SSN	1 Wages, tips, other comp.	2 Federal income tax withheld
Confidential	17325.00	627.00
b Employer ID no. (EIN)	3 Social security wages	4 Social security tax withheld
77-0014796	17325.00	1074.15
	5 Medicare wages and tips	6 Medicare tax withheld
	17325.00	251.21

c Employer's name, address, and ZIP code
BUTLER AMUSEMENTS INC
BUTLER AMUSEMENTS INC.
3003 SW 153RD DRIVE SUITE 205

BEAVERTON OR 97006

d Control number

e Employee's name, address, and ZIP code Suff.
OMAR LOPEZ

7 Social security tips	8 Allocated tips	9
10 Dependent care benefits	11 Nonqualified plans	12a Code See inst. for box 12
13 Statutory employee / Retirement Plan / Third-party sick pay	14 Other	12b Code / 12c Code / 12d Code

15 State	Employer's state ID number	16 State wages, tips, etc.	17 State income tax
AZ	065992005	17325.00	

18 Local wages, tips, etc.	19 Local income tax	20 Locality name

Form W-2 Wage and Tax Statement
Dept. of the Treasury - IRS

This information is being furnished to the Internal Revenue Service. If you are required to file a tax return, a negligence penalty or other sanction may be imposed on you if this income is taxable and you fail to report it.

QBMB22C 10/08/13

Copy C For EMPLOYEE'S RECORDS. (See Notice to Employees).

2013 OMB No. 1545-0008

a Employee's SSN	1 Wages, tips, other comp.	2 Federal income tax withheld
Confidential	17325.00	627.00
b Employer ID no. (EIN)	3 Social security wages	4 Social security tax withheld
77-0014796	17325.00	1074.15
	5 Medicare wages and tips	6 Medicare tax withheld
	17325.00	251.21

c Employer's name, address, and ZIP code
BUTLER AMUSEMENTS INC
BUTLER AMUSEMENTS INC.
3003 SW 153RD DRIVE SUITE 205

BEAVERTON OR 97006

d Control number

e Employee's name, address, and ZIP code Suff.
OMAR LOPEZ

(5)

7 Social security tips	8 Allocated tips	9
10 Dependent care benefits	11 Nonqualified plans	12a Code See inst. for box 12
13 Statutory employee / Retirement Plan / d-party sick pay	14 Other	12b Code / 12c Code / 12d Code

15 State	Employer's state ID number	16 State wages, tips, etc.	17 State income tax
Z	065992005	17325.00	

18 Local wages, tips, etc.	19 Local income tax	20 Locality name

Form W-2 Wage and Tax Statement
Dept. of the Treasury - IRS

Copy 2 To Be Filed With Employee's State, City, or Local Income Tax Return.

2013 OMB No. 1545-0008

a Employee's SSN	1 Wages, tips, other comp.	2 Federal income tax withheld
Confidential	17325.00	627.00
b Employer ID no. (EIN)	3 Social security wages	4 Social security tax withheld
77-0014796	17325.00	1074.15
	5 Medicare wages and tips	6 Medicare tax withheld
	17325.00	251.21

c Employer's name, address, and ZIP code
BUTLER AMUSEMENTS INC
BUTLER AMUSEMENTS INC.
3003 SW 153RD DRIVE SUITE 205

BEAVERTON OR 97006

d Control number

e Employee's name, address, and ZIP code Suff.
OMAR LOPEZ

7 Social security tips	8 Allocated tips	9
10 Dependent care benefits	11 Nonqualified plans	12a Code See inst. for box 12
13 Statutory employee / Retirement Plan / Third-party sick pay	14 Other	12b Code / 12c Code / 12d Code

15 State	Employer's state ID number	16 State wages, tips, etc.	17 State income tax
AZ	065992005	17325.00	

18 Local wages, tips, etc.	19 Local income tax	20 Locality name

Form W-2 Wage and Tax Statement
Dept. of the Treasury - IRS

Copy B To Be Filed with Employee's FEDERAL Tax Return.

2013 OMB No. 1545-0008

a Employee's SSN: Confidential

b Employer ID no. (EIN): 77-0014796

1 Wages, tips, other comp.: 26075.00
2 Federal income tax withheld: 1820.00
3 Social security wages: 26075.00
4 Social security tax withheld: 1616.65
5 Medicare wages and tips: 26075.00
6 Medicare tax withheld: 378.09

c Employer's name, address, and ZIP code
BUTLER AMUSEMENTS INC
BUTLER AMUSEMENTS INC.
3003 SW 153RD DRIVE SUITE 205

BEAVERTON OR 97006

d Control number

e Employee's name, address, and ZIP code
ANTONIO MEND[redacted] Confidential

Suff.

7 Social security tips | 8 Allocated tips | 9

10 Dependent care benefits | 11 Nonqualified plans | 12a Code See inst. for box 12

13 Statutory employee / Retirement Plan / Third-party sick pay | 14 Other | 12b Code | 12c Code | 12d Code

AZ 065992005 | 26075.00

15 State Employer's state ID number | 16 State wages, tips, etc. | 17 State income tax

18 Local wages, tips, etc. | 19 Local income tax | 20 Locality name

Form W-2 Wage and Tax Statement
This information is being furnished to the Internal Revenue Service.

Dept. of the Treasury - IRS

Copy 2 To Be Filed With E[redacted]oyee's State, City, or Local Income Tax Return.

2013 OMB No. 1545-0008

a Employee's SSN: Confidential

b Employer ID no. (EIN): 77-0014796

1 Wages, tips, other comp.: 26075.00
2 Federal income tax withheld: 1820.00
3 Social security wages: 26075.00
4 Social security tax withheld: 1616.65
5 Medicare wages and tips: 26075.00
6 Medicare tax withheld: 378.09

c Employer's name, address, and ZIP code
BUTLER AMUSEMENTS INC
BUTLER AMUSEMENTS INC.
3003 SW 153RD DRIVE SUITE 205

BEAVERTON OR 97006

d Control number

e Employee's name, address, and ZIP code
ANTONIO MENDEZ

Confidential [redacted]

Suff.

7 Social security tips | 8 Allocated tips | 9

10 Dependent care benefits | 11 Nonqualified plans | 12a Code See inst. for box 12

13 Statutory employee / Retirement Plan / Third-party sick pay | 14 Other | 12b Code | 12c Code | 12d Code

AZ 065992005 | 26075.00

15 State Employer's state ID number | 16 State wages, tips, etc. | 17 State income tax

18 Local wages, tips, etc. | 19 Local income tax | 20 Locality name

Form W-2 Wage and Tax Statement

Dept. of the Treasury - IRS

This information is being furnished to the Internal Revenue Service. If you are required to file a tax return, a negligence penalty or other sanction may be imposed on you if this income is taxable and you fail to report it.

QBMB22C 10/08/13

Copy C For EMPLOYEE'S RECORDS. (See Notice to Employees).

2013 OMB No. 1545-0008

a Employee's SSN: Confidential

b Employer ID no. (EIN): 77-0014796

1 Wages, tips, other comp.: 26075.00
2 Federal income tax withheld: 1820.00
3 Social security wages: 26075.00
4 Social security tax withheld: 1616.65
5 Medicare wages and tips: 26075.00
6 Medicare tax withheld: 378.09

c Employer's name, address, and ZIP code
BUTLER AMUSEMENTS INC
BUTLER AMUSEMENTS INC.
3003 SW 153RD DRIVE SUITE 205

BEAVERTON OR 97006

d Control number

e Employee's name, address, and ZIP code
ANTONIO MENDEZ

(6)

Confidential [redacted] Confidential

Suff.

7 Social security tips | 8 Allocated tips | 9

10 Dependent care benefits | 11 Nonqualified plans | 12a Code See inst. for box 12

13 Statutory employee / Retirement Plan / Third-party sick pay | 14 Other | 12b Code | 12c Code | 12d Code

AZ 065992005 | 26075.00

15 State Employer's state ID number | 16 State wages, tips, etc. | 17 State income tax

18 Local wages, tips, etc. | 19 Local income tax | 20 Locality name

AR - 2832

Form W-2 Wage and Tax Statement

Dept. of the Treasury - IRS

Copy 2 To Be Filed With Employee's State, City, or Local Income Tax Return.

2013 OMB No. 1545-0008

a Employee's SSN: Confidential

b Employer ID no. (EIN): 77-0014796

1 Wages, tips, other comp.: 26075.00
2 Federal income tax withheld: 1820.00
3 Social security wages: 26075.00
4 Social security tax withheld: 1616.65
5 Medicare wages and tips: 26075.00
6 Medicare tax withheld: 378.09

c Employer's name, address, and ZIP code
BUTLER AMUSEMENTS INC
BUTLER AMUSEMENTS INC.
3003 SW 153RD DRIVE SUITE 205

BEAVERTON OR 97006

d Control number

e Employee's name, address, and ZIP code
ANTONIO MENDEZ

Confidential [redacted] Confidential

Suff.

7 Social security tips | 8 Allocated tips | 9

10 Dependent care benefits | 11 Nonqualified plans | 12a Code See inst. for box 12

13 Statutory employee / Retirement Plan / Third-party sick pay | 14 Other | 12b Code | 12c Code | 12d Code

AZ 065992005 | 26075.00

15 State Employer's state ID number | 16 State wages, tips, etc. | 17 State income tax

18 Local wages, tips, etc. | 19 Local income tax | 20 Locality name

Form W-2 Wage and Tax Statement

Dept. of the Treasury - IRS

22222	Void ☐	a Employee's social security number: Confidential	For Official Use Only ► OMB No. 1545-0008	
b Employer identification number (EIN): 77-0014796			1 Wages, tips, other compensation: 17500.00	2 Federal income tax withheld: 560.00
c Employer's name, address, and ZIP code: BUTLER AMUSEMENTS INC BUTLER AMUSEMENTS INC. 3003 SW 153RD DRIVE SUITE 205 BEAVERTON OR 97006			3 Social security wages: 17500.00	4 Social security tax withheld: 1085.00
			5 Medicare wages and tips: 17500.00	6 Medicare tax withheld: 253.75
			7 Social security tips	8 Allocated tips
d Control number			9	10 Dependent care benefits
e Employee's first name and initial: JOSE I	Last name: ORTEGA	Suff.	11 Nonqualified plans	12a See instructions for box 12
(7)			13 Statutory employee / Retirement plan / Third-party sick pay	12b
Confidential [redacted]			14 Other: CA-SDI 175.00	12c
				12d
f Employee's address and ZIP code				

15 State Employer's state ID number	16 State wages, tips, etc	17 State income tax	18 Local wages, tips, etc	19 Local income tax	20 Locality name
CA 199-6225-7	17500.00	31.15			

Form **W-2** Wage and Tax Statement **2013**

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Department of the Treasury — Internal Revenue Service

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22222	Void ☐	a Employee's social security number [redacted]	For Official Use Only ► OMB No. 1545-0008

b Employer identification number (EIN)	1 Wages, tips, other compensation	2 Federal income tax withheld
77-0014796	17500.00	560.00
c Employer's name, address, and ZIP code BUTLER AMUSEMENTS INC BUTLER AMUSEMENTS INC. 3003 SW 153RD DRIVE SUITE 205 BEAVERTON OR 97006	3 Social security wages 17500.00	4 Social security tax withheld 1085.00
	5 Medicare wages and tips 17500.00	6 Medicare tax withheld 253.75
	7 Social security tips	8 Allocated tips
d Control number	9	10 Dependent care benefits
e Employee's first name and initial: FERNANDO / Last name: PREZA / Suff.	11 Nonqualified plans	12a See instructions for box 12
(8)	13 Statutory employee / Retirement plan / Third-party sick pay	12b
	14 Other	12c
Confidential [redacted]		12d
f Employee's address and ZIP code		

15 State Employer's state ID number	16 State wages, tips, etc	17 State income tax	18 Local wages, tips, etc	19 Local income tax	20 Locality name
AZ 065992005	17500.00				

Form **W-2** Wage and Tax Statement — **2013** — Department of the Treasury — Internal Revenue Service

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22222	Void ☐	a Employee's social security number: Confidential	For Official Use Only ► OMB No. 1545-0008	
b Employer identification number (EIN): 77-0014796			1 Wages, tips, other compensation: 12775.00	2 Federal income tax withheld: 70.00
c Employer's name, address, and ZIP code: BUTLER AMUSEMENTS INC BUTLER AMUSEMENTS INC. 3003 SW 153RD DRIVE SUITE 205 BEAVERTON OR 97006			3 Social security wages: 12775.00	4 Social security tax withheld: 792.05
			5 Medicare wages and tips: 12775.00	6 Medicare tax withheld: 185.24
			7 Social security tips	8 Allocated tips
d Control number			9	10 Dependent care benefits
e Employee's first name and initial: FELIPE	Last name: VILLEGAS	Suff.	11 Nonqualified plans	12a See instructions for box 12
(9)			13 Statutory employee / Retirement plan / Third-party sick pay	12b
Confidential [redacted]			14 Other: CA-SDI 127.75	12c
f Employee's address and ZIP code				12d

15 State Employer's state ID number	16 State wages, tips, etc	17 State income tax	18 Local wages, tips, etc	19 Local income tax	20 Locality name
CA 199-6225-7	12775.00				

Form **W-2** Wage and Tax Statement — **2013** — 0000/1030D

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Department of the Treasury — Internal Revenue Service

For Privacy Act and Paperwork Reduction Act Notice, see separate instructions.

FDWA0101 06/19/13

Do Not Cut, Fold, or Staple Forms on This Page

22222	Void ☐	a Employee's social security number: Confidential	For Official Use Only ► OMB No. 1545-0008

b Employer identification number (EIN): 77-0014796		1 Wages, tips, other compensation: 19200.00	2 Federal income tax withheld: 960.00
c Employer's name, address, and ZIP code: BUTLER AMUSEMENTS INC BUTLER AMUSEMENTS INC. 3003 SW 153RD DRIVE SUITE 205 BEAVERTON OR 97006		3 Social security wages: 19200.00	4 Social security tax withheld: 1190.40
		5 Medicare wages and tips: 19200.00	6 Medicare tax withheld: 278.40
		7 Social security tips	8 Allocated tips
d Control number		9 [redacted]	10 Dependent care benefits
e Employee's first name and initial: MARILU	Last name: ZEPEDA Suff.	11 Nonqualified plans	12a See instructions for box 12
(10)		13 Statutory employee / Retirement plan / Third-party sick pay	12b
		14 Other	12c
Confidential [redacted]			12d
f Employee's address and ZIP code			

15 State Employer's state ID number	16 State wages, tips, etc	17 State income tax	18 Local wages, tips, etc	19 Local income tax	20 Locality name
AZ 065992005	19200.00				

Form **W-2** Wage and Tax Statement **2013**

Copy A for Social Security Administration — Send this entire page with Form W-3 to the Social Security Administration; photocopies are not acceptable.

0000/1030D

Department of the Treasury — Internal Revenue Service

For Privacy Act and Paperwork Reduction Act Notice, see separate instructions.

FDWA0101 06/19/13

Do Not Cut, Fold, or Staple Forms on This Page

22222	Void ☐	a Employee's social security number	For Official Use Only ► OMB No. 1545-0008

b Employer identification number (EIN)		1 Wages, tips, other compensation	2 Federal income tax withheld
c Employer's name, address, and ZIP code		3 Social security wages	4 Social security tax withheld
		5 Medicare wages and tips	6 Medicare tax withheld
		7 Social security tips	8 Allocated tips
d Control number		9 [redacted]	10 Dependent care benefits
e Employee's first name and initial	Last name Suff.	11 Nonqualified plans	12a See instructions for box 12
		13 Statutory employee / Retirement plan / Third-party sick pay	12b
		14 Other	12c
			12d
f Employee's address and ZIP code			

15 State Employer's state ID number	16 State wages, tips, etc	17 State income tax	18 Local wages, tips, etc	19 Local income tax	20 Locality name

Form **W-2** Wage and Tax Statement **2013**

Copy A for Social Security Administration — Send this entire page with Form W-3 to the Social Security Administration; photocopies are not acceptable.

Department of the Treasury — Internal Revenue Service

For Privacy Act and Paperwork Reduction Act Notice, see separate instructions.

BUTLER AMUSEMENTS INC.
Employee Earnings Summary new

January through March 2013

(Page 1)

Salary	Federal ...	Medicare...	Social Se...	Federa...	Medicar...	Social S...	AZ...	CA - Wit...	OR - Inc...	CA - Dis...	AZ - U...	CA - Un...	OR - U...	WA - U...	Me...	OR...	AZ - ...	CA...	OR - ...	OR...	WA ...	TOTAL
2,800.00	-42.00	-40.60	-173.60	16.80	40.60	173.60	0.00	0.00	0.00	-28.00	0.00	173.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,920.40
2,450.00	-7.00	-35.53	-151.90	14.70	35.53	151.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	98.04	0.00	0.00	0.00	0.00	0.00	0.00	0.74	2,554.48
1,400.00	-4.00	-20.30	-86.80	8.40	20.30	86.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	54.88	0.00	0.00	0.00	0.00	0.00	0.00	0.42	1,459.70
2,625.00	-21.00	-38.06	-162.75	15.75	38.06	162.75	0.00	0.00	0.00	0.00	77.96	0.00	0.00	0.00	0.00	0.00	2.63	0.00	0.00	0.00	0.00	2,700.34
2,275.00	0.00	-32.99	-141.05	13.65	32.99	141.05	0.00	0.00	0.00	-22.75	0.00	141.05	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,406.95
2,275.00	0.00	-32.99	-141.05	13.65	32.99	141.05	0.00	0.00	0.00	0.00	87.57	0.00	0.00	0.00	0.00	0.00	2.28	0.00	0.00	0.00	0.00	2,358.50
1,300.00	0.00	-18.85	-80.60	7.80	18.85	80.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50.96	0.00	0.00	0.00	0.00	0.00	0.00	0.39	1,359.15
2,660.00	-28.00	-38.57	-164.92	15.96	38.57	164.92	0.00	0.00	0.00	0.00	0.00	0.00	0.00	104.27	0.00	0.00	0.00	0.00	0.00	0.00	0.80	2,753.03
2,625.00	-21.00	-38.06	-162.75	15.75	38.06	162.75	0.00	0.00	0.00	0.00	77.96	0.00	0.00	0.00	0.00	0.00	2.63	0.00	0.00	0.00	0.00	2,700.34
3,500.00	-112.00	-50.75	-217.00	21.00	50.75	217.00	0.00	0.00	0.00	0.00	103.95	0.00	0.00	0.00	0.00	0.00	3.50	0.00	0.00	0.00	0.00	3,516.45
1,400.00	-4.00	-20.30	-86.80	8.40	20.30	86.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	54.88	0.00	0.00	0.00	0.00	0.00	0.00	0.42	1,459.70
3,300.00	0.00	-47.85	-204.60	19.80	47.85	204.60	0.00	0.00	0.00	-33.00	0.00	204.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,491.40
2,450.00	-7.00	-35.53	-151.90	14.70	35.53	151.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	98.04	0.00	0.00	0.00	0.00	0.00	0.00	0.74	2,554.48
2,450.00	-7.00	-35.53	-151.90	14.70	35.53	151.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	98.04	0.00	0.00	0.00	0.00	0.00	0.00	0.74	2,554.48
2,450.00	-7.00	-35.53	-151.90	14.70	35.53	151.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	98.04	0.00	0.00	0.00	0.00	0.00	0.00	0.74	2,554.48
2,660.00	-28.00	-38.57	-164.92	15.96	38.57	164.92	0.00	0.00	0.00	0.00	0.00	0.00	0.00	98.04	0.00	0.00	0.00	0.00	0.00	0.00	0.74	2,554.48
2,450.00	-7.00	-35.53	-151.90	14.70	35.53	151.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	104.27	0.00	0.00	0.00	0.00	0.00	0.00	0.80	2,753.03
2,275.00	0.00	-32.99	-141.05	13.65	32.99	141.05	0.00	0.00	0.00	-22.75	0.00	141.05	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,406.95
2,450.00	-7.00	-35.53	-151.90	14.70	35.53	151.90	0.00	0.00	0.00	0.00	72.77	0.00	0.00	0.00	0.00	0.00	2.45	0.00	0.00	0.00	0.00	2,532.92
4,025.00	-182.00	-58.38	-249.55	24.15	58.38	249.55	0.00	0.00	0.00	0.00	119.54	0.00	0.00	0.00	0.00	0.00	4.03	0.00	0.00	0.00	0.00	3,860.73
2,730.00	-35.00	-39.59	-169.26	16.38	39.59	169.26	0.00	0.00	0.00	0.00	81.08	0.00	0.00	0.00	0.00	0.00	2.73	0.00	0.00	0.00	0.00	2,785.18
1,300.00	0.00	-18.85	-80.60	7.80	18.85	80.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50.96	0.00	0.00	0.00	0.00	0.00	0.00	0.39	1,359.15
2,625.00	-21.00	-38.06	-162.75	15.75	38.06	162.75	0.00	0.00	0.00	0.00	77.96	0.00	0.00	0.00	0.00	0.00	2.63	0.00	0.00	0.00	0.00	2,700.34
2,800.00	-42.00	-40.60	-173.60	16.80	40.60	173.60	0.00	0.00	0.00	0.00	83.16	0.00	0.00	0.00	0.00	0.00	2.80	0.00	0.00	0.00	0.00	2,880.76
2,450.00	-7.00	-35.53	-151.90	14.70	35.53	151.90	0.00	0.00	0.00	0.00	72.77	0.00	0.00	0.00	0.00	0.00	2.45	0.00	0.00	0.00	0.00	2,532.92
1,420.00	-4.00	-20.59	-88.04	8.52	20.59	88.04	0.00	0.00	0.00	0.00	0.00	0.00	0.00	55.66	0.00	0.00	0.00	0.00	0.00	0.00	0.43	1,480.61
2,835.00	-42.00	-41.11	-175.77	17.01	41.11	175.77	0.00	0.00	0.00	-28.35	0.00	175.77	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,957.43
2,450.00	-7.00	-35.53	-151.90	14.70	35.53	151.90	0.00	0.00	0.00	-24.50	0.00	151.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,585.10
2,275.00	0.00	-32.99	-141.05	13.65	32.99	141.05	0.00	0.00	0.00	0.00	87.57	0.00	0.00	0.00	0.00	0.00	2.28	0.00	0.00	0.00	0.00	2,358.50
6,175.00	-298.00	-89.54	-382.85	37.05	89.54	382.85	0.00	-25.87	0.00	-61.75	0.00	382.85	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6,208.27
10,500.00	-1,127.00	-152.25	-651.00	42.00	152.25	651.00	0.00	-301.91	0.00	-105.00	0.00	434.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	9,442.09
3,150.00	-77.00	-45.68	-195.30	18.90	45.68	195.30	0.00	0.00	0.00	-31.50	0.00	195.30	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,255.70
12,000.00	-1,600.95	-174.00	-744.00	42.00	174.00	744.00	0.00	-458.76	0.00	-120.00	0.00	434.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10,296.29
12,000.00	-8,765.84	-174.00	-744.00	42.00	174.00	744.00	0.00	-1,987.35	0.00	-120.00	0.00	434.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,603.01
12,000.00	-1,600.95	-174.00	-744.00	42.00	174.00	744.00	0.00	-458.76	0.00	-120.00	0.00	434.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10,296.29
27,950.00	-4,363.06	-405.28	-1,732.90	42.00	405.28	1,732.90	0.00	-1,296.38	0.00	-279.50	0.00	434.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	22,487.09
1,300.00	0.00	-18.85	-80.60	7.80	18.85	80.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50.96	0.00	0.00	0.00	0.00	0.00	0.00	0.39	1,359.15
2,520.00	-14.00	-36.54	-156.24	15.12	36.54	156.24	0.00	0.00	0.00	-25.20	0.00	156.24	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,652.18
4,550.00	-494.00	-65.98	-282.10	27.30	65.98	282.10	0.00	-29.90	0.00	-45.50	0.00	282.10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,290.08
2,380.00	0.00	-34.51	-147.56	14.28	34.51	147.56	0.00	0.00	0.00	-23.80	0.00	147.56	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,518.04
2,275.00	0.00	-32.99	-141.05	13.65	32.99	141.05	0.00	0.00	0.00	0.00	87.57	0.00	0.00	0.00	0.00	0.00	2.28	0.00	0.00	0.00	0.00	2,358.50
2,450.00	-7.00	-35.53	-151.90	14.70	35.53	151.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	98.04	0.00	0.00	0.00	0.00	0.00	0.00	0.74	2,554.48
2,275.00	0.00	-32.99	-141.05	13.65	32.99	141.05	0.00	0.00	0.00	-22.75	0.00	141.05	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,406.95
1,300.00	0.00	-18.85	-80.60	7.80	18.85	80.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50.96	0.00	0.00	0.00	0.00	0.00	0.00	0.39	1,359.15
2,450.00	-7.00	-35.53	-151.90	14.70	35.53	151.90	0.00	0.00	0.00	-24.50	0.00	151.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,585.10
1,300.00	0.00	-18.85	-80.60	7.80	18.85	80.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50.96	0.00	0.00	0.00	0.00	0.00	0.00	0.39	1,359.15
2,450.00	-7.00	-35.53	-151.90	14.70	35.53	151.90	0.00	0.00	0.00	0.00	72.77	0.00	0.00	0.00	0.00	0.00	2.45	0.00	0.00	0.00	0.00	2,532.92
2,275.00	0.00	-32.99	-141.05	13.65	32.99	141.05	0.00	0.00	0.00	-22.75	0.00	141.05	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,406.95
2,555.00	-70.00	-37.05	-158.41	15.33	37.05	158.41	0.00	0.00	-70.00	0.00	0.00	0.00	58.21	0.00	0.00	0.00	0.00	18.24	0.00	0.00	0.00	2,504.78
1,625.00	0.00	-23.56	-100.75	9.75	23.56	100.75	0.00	0.00	0.00	-16.25	0.00	100.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,719.25
2,450.00	-7.00	-35.53	-151.90	14.70	35.53	151.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	98.04	0.00	0.00	0.00	0.00	0.00	0.00	0.74	2,554.48
2,275.00	0.00	-32.99	-141.05	13.65	32.99	141.05	0.00	0.00	0.00	-22.75	0.00	141.05	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,406.95
2,275.00	0.00	-32.99	-141.05	13.65	32.99	141.05	0.00	0.00	0.00	0.00	87.57	0.00	0.00	0.00	0.00	0.00	2.28	0.00	0.00	0.00	0.00	2,358.50
2,450.00	-7.00	-35.53	-151.90	14.70	35.53	151.90	0.00	0.00	0.00	-24.50	0.00	151.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,585.10
975.00	0.00	-14.14	-60.45	5.85	14.14	60.45	0.00	0.00	0.00	0.00	0.00	0.00	0.00	38.22	0.00	0.00	0.00	0.00	0.00	0.00	0.29	1,019.36
2,450.00	-7.00	-35.53	-151.90	14.70	35.53	151.90	0.00	-31.50	0.00	-24.50	0.00	151.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,553.60
5,525.00	-104.00	-80.11	-342.55	33.15	80.11	342.55	0.00	0.00	0.00	-55.25	0.00	342.55	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,741.45
1,400.00	-4.00	-20.30	-86.80	8.40	20.30	86.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	54.88	0.00	0.00	0.00	0.00	0.00	0.00	0.42	1,459.70
2,450.00	-7.00	-35.53	-151.90	14.70	35.53	151.90	0.00	0.00	0.00	-24.50	0.00	151.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,585.10
3,500.00	-112.00	-50.75	-217.00	21.00	50.75	217.00	0.00	0.00	0.00	0.00	103.95	0.00	0.00	0.00	0.00	0.00	3.50	0.00	0.00	0.00	0.00	3,516.45
2,450.00	-7.00	-35.53	-151.90	14.70	35.53	151.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	98.04	0.00	0.00	0.00	0.00	0.00	0.00	0.74	2,554.48
2,450.00	-7.00	-35.53	-151.90	14.70	35.53	151.90	0.00	0.00	0.00	0.00	72.77	0.00	0.00	0.00	0.00	0.00	2.45	0.00	0.00	0.00	0.00	2,532.92
2,275.00	0.00	-32.99	-141.05	13.65	32.99	141.05	0.00	0.00	0.00	0.00	0.00	0.00	0.00	98.04	0.00	0.00	0.00	0.00	0.00	0.00	0.74	2,554.48
1,300.00	0.00	-18.85	-80.60	7.80	18.85	80.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	89.18	0.00	0.00	0.00	0.00	0.00	0.00	0.68	2,378.51
2,275.00	0.00	-32.99	-141.05	13.65	32.99	141.05	0.00	-27.65	0.00	-22.75	0.00	141.05	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,379.30
3,500.00	-112.00	-50.75	-217.00	21.00	50.75	217.00	0.00	-6.23	0.00	-35.00	0.00	217.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,584.77
4,200.00	-210.00	-60.90	-260.40	25.20	60.90	260.40	0.00	0.00	0.00	0.00	124.74	0.00	0.00	0.00	0.00	0.00	4.20	0.00	0.00	0.00	0.00	4,144.14
1,300.00	0.00	-18.85	-80.60	7.80	18.85	80.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50.96	0.00	0.00	0.00	0.00	0.00	0.00	0.39	1,359.15
1,400.00	-4.00	-20.30	-86.80	8.40	20.30	86.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	54.88	0.00	0.00	0.00	0.00	0.00	0.00	0.42	1,459.70
2,275.00	0.00	-32.99	-141.05	13.65	32.99	141.05	0.00	0.00	0.00	0.00	0.00	0.00	0.00	89.18	0.00	0.00	0.00	0.00	0.00	0.00	0.68	2,378.51
3,500.00	-112.00	-50.75	-217.00	21.00	50.75	217.00	0.00	0.00	0.00	0.00	103.95	0.00	0.00	0.00	0.00	0.00	3.50	0.00	0.00	0.00	0.00	3,516.45
2,485.00	-7.00	-36.03	-154.07	14.91	36.03	154.07	0.00	0.00	0.00	-24.85	0.00	154.07	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,622.13
2,975.00	-56.00	-43.14	-184.45	17.85	43.14	184.45	0.00	0.00	0.00	0.00	88.36	0.00	0.00	0.00	0.00	0.00	2.98	0.00	0.00	0.00	0.00	3,028.19
2,450.00	-7.00	-35.53	-151.90	14.70	35.53	151.90	0.00	0.00	0.00	-24.50	0.00	151.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,585.10
9,100.00	-585.00	-131.95	-564.20	42.00	131.95	564.20	0.00	-151.71	0.00	-91.00	0.00	434.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8,748.29
1,300.00	0.00	-18.85	-80.60	7.80	18.85	80.60	0.00	0.00	0.00	0.00	38.61	0.00	0.00	0.00	0.00	0.00	1.30	0.00	0.00	0.00	0.00	1,347.71

1) ESTUDILLO, SAUL

2) GAMERO, GUSTAVO

Butler 01913

Butler's Exh. 37 p.013

BUTLER [illegible]MENTS INC.
Employee Earnings Summary new

January through March 2013

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	Salary	Federal ...	Medicare...	Social Se...	Federa...	Medicar...	Social S...	AZ...	CA - Wit...	OR - Inc...	CA - Dis...	AZ - U...	CA - Un...	OR - U...	WA - U...	Me...	OR...	AZ - ...	CA...	OR - ...	OR...	WA ...	TOTAL
	2,310.00	0.00	-33.50	-143.22	13.66	33.50	143.22	0.00	-28.42	0.00	-23.10	0.00	143.22	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,415.56
	2,275.00	0.00	-32.99	-141.05	13.65	32.99	141.05	0.00	0.00	0.00	0.00	67.57	0.00	0.00	0.00	0.00	0.00	2.28	0.00	0.00	0.00	0.00	2,358.50
	2,660.00	-28.00	-38.57	-164.92	15.96	38.57	164.92	0.00	0.00	0.00	0.00	78.00	0.00	0.00	0.00	0.00	0.00	2.66	0.00	0.00	0.00	0.00	2,729.62
	3,500.00	-112.00	-50.75	-217.00	21.00	50.75	217.00	0.00	-8.23	0.00	-35.00	0.00	217.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,584.77
	2,275.00	0.00	-32.99	-141.05	13.65	32.99	141.05	0.00	0.00	0.00	-22.75	0.00	141.05	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,406.95
	2,600.00	-42.00	-40.60	-173.60	16.80	40.60	173.60	0.00	0.00	0.00	0.00	83.16	0.00	0.00	0.00	0.00	0.00	2.60	0.00	0.00	0.00	0.00	2,660.76
(3) GUZMAN, SERGIO	3,500.00	-112.00	-50.75	-217.00	21.00	50.75	217.00	0.00	0.00	0.00	0.00	103.95	0.00	0.00	0.00	0.00	0.00	3.50	0.00	0.00	0.00	0.00	3,518.45
[illegible]	3,150.00	-77.00	-45.68	-195.30	18.90	45.68	195.30	0.00	0.00	0.00	-31.50	0.00	195.30	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,255.70
	1,300.00	0.00	-18.85	-80.60	7.80	18.85	80.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50.96	0.00	0.00	0.00	0.00	0.00	0.00	0.39	1,359.15
(4) HERNANDEZ, JAIME	3,325.00	-91.00	-48.21	-206.15	19.95	48.21	206.15	0.00	0.00	0.00	0.00	98.75	0.00	0.00	0.00	0.00	0.00	3.33	0.00	0.00	0.00	0.00	3,356.03
	2,625.00	-21.00	-38.06	-162.75	15.75	38.06	162.75	0.00	0.00	0.00	0.00	77.98	0.00	0.00	0.00	0.00	0.00	2.63	0.00	0.00	0.00	0.00	2,700.34
	2,275.00	0.00	-32.99	-141.05	13.65	32.99	141.05	0.00	0.00	0.00	-22.75	0.00	141.05	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,406.95
	2,660.00	-28.00	-38.57	-164.92	15.96	38.57	164.92	0.00	0.00	0.00	0.00	0.00	0.00	0.00	104.27	0.00	0.00	0.00	0.00	0.00	0.00	0.80	2,753.03
	2,450.00	-7.00	-35.53	-151.90	14.70	35.53	151.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	96.04	0.00	0.00	0.00	0.00	0.00	0.00	0.74	2,554.48
	3,850.00	-161.00	-55.83	-238.70	23.10	55.83	238.70	0.00	0.00	0.00	0.00	114.34	0.00	0.00	0.00	0.00	0.00	3.85	0.00	0.00	0.00	0.00	3,830.29
	2,625.00	-21.00	-38.06	-162.75	15.75	38.06	162.75	0.00	0.00	0.00	-26.25	0.00	162.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,758.25
	2,450.00	-7.00	-35.53	-151.90	14.70	35.53	151.90	0.00	0.00	0.00	-24.50	0.00	151.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,585.10
	2,275.00	0.00	-32.99	-141.05	13.65	32.99	141.05	0.00	0.00	0.00	0.00	67.57	0.00	0.00	0.00	0.00	0.00	2.28	0.00	0.00	0.00	0.00	2,358.50
	2,275.00	0.00	-32.99	-141.05	13.65	32.99	141.05	0.00	0.00	0.00	0.00	67.57	0.00	0.00	0.00	0.00	0.00	2.28	0.00	0.00	0.00	0.00	2,358.50
	2,625.00	-21.00	-38.06	-162.75	15.75	38.06	162.75	0.00	0.00	0.00	0.00	77.98	0.00	0.00	0.00	0.00	0.00	2.63	0.00	0.00	0.00	0.00	2,700.34
	975.00	0.00	-14.14	-60.45	5.85	14.14	60.45	0.00	0.00	0.00	0.00	0.00	0.00	0.00	38.22	0.00	0.00	0.00	0.00	0.00	0.00	0.29	1,019.36
	3,500.00	-112.00	-50.75	-217.00	21.00	50.75	217.00	0.00	-8.23	0.00	-35.00	0.00	217.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,584.77
	2,600.00	-42.00	-40.60	-173.60	16.80	40.60	173.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	109.76	0.00	0.00	0.00	0.00	0.00	0.00	0.84	2,685.40
	2,450.00	-7.00	-35.53	-151.90	14.70	35.53	151.90	0.00	0.00	0.00	-24.50	0.00	151.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,585.10
	2,100.00	0.00	-30.45	-130.20	12.60	30.45	130.20	0.00	0.00	0.00	-21.00	0.00	130.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,221.80
	2,450.00	-7.00	-35.53	-151.90	14.70	35.53	151.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	96.04	0.00	0.00	0.00	0.00	0.00	0.00	0.74	2,554.48
	2,275.00	0.00	-32.99	-141.05	13.65	32.99	141.05	0.00	0.00	0.00	0.00	67.57	0.00	0.00	0.00	0.00	0.00	2.28	0.00	0.00	0.00	0.00	2,358.50
	4,200.00	-210.00	-60.90	-260.40	25.20	60.90	260.40	0.00	0.00	0.00	0.00	124.74	0.00	0.00	0.00	0.00	0.00	4.20	0.00	0.00	0.00	0.00	4,144.14
(5) LOPEZ, OMAR	2,450.00	-7.00	-35.53	-151.90	14.70	35.53	151.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	96.04	0.00	0.00	0.00	0.00	0.00	0.00	0.74	2,554.48
	3,675.00	-133.00	-53.29	-227.85	22.05	53.29	227.85	0.00	0.00	0.00	0.00	109.15	0.00	0.00	0.00	0.00	0.00	3.68	0.00	0.00	0.00	0.00	3,678.88
	4,550.00	0.00	-65.98	-282.10	27.30	65.98	282.10	0.00	0.00	0.00	-45.50	0.00	282.10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,813.90
	2,450.00	-7.00	-35.53	-151.90	14.70	35.53	151.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	96.04	0.00	0.00	0.00	0.00	0.00	0.00	0.74	2,554.48
	2,275.00	0.00	-32.99	-141.05	13.65	32.99	141.05	0.00	0.00	0.00	-22.75	0.00	141.05	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,406.95
	2,450.00	-7.00	-35.53	-151.90	14.70	35.53	151.90	0.00	0.00	0.00	0.00	72.77	0.00	0.00	0.00	0.00	0.00	2.45	0.00	0.00	0.00	0.00	2,532.92
	2,625.00	-21.00	-38.06	-162.75	15.75	38.06	162.75	0.00	0.00	0.00	0.00	77.98	0.00	0.00	0.00	0.00	0.00	2.63	0.00	0.00	0.00	0.00	2,700.34
	2,870.00	-49.00	-41.62	-177.94	17.22	41.62	177.94	0.00	0.00	0.00	0.00	85.24	0.00	0.00	0.00	0.00	0.00	2.87	0.00	0.00	0.00	0.00	2,928.33
	2,380.00	0.00	-34.51	-147.56	14.28	34.51	147.56	0.00	0.00	0.00	-23.80	0.00	147.56	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,518.04
	2,450.00	-7.00	-35.53	-151.90	14.70	35.53	151.90	0.00	0.00	0.00	-24.50	0.00	151.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,585.10
	2,275.00	0.00	-32.99	-141.05	13.65	32.99	141.05	0.00	0.00	0.00	0.00	67.57	0.00	0.00	0.00	0.00	0.00	2.28	0.00	0.00	0.00	0.00	2,358.50
	7,410.00	-923.00	-107.45	-459.42	42.00	107.45	459.42	0.00	0.00	-288.00	0.00	0.00	0.00	163.02	0.00	0.00	0.00	0.00	0.00	52.91	0.00	0.00	6,458.93
(6) MENDEZ, ANTONIO	5,215.00	-384.00	-75.62	-323.33	31.29	75.62	323.33	0.00	0.00	0.00	0.00	154.69	0.00	0.00	0.00	0.00	0.00	5.22	0.00	0.00	0.00	0.00	5,042.45
	2,450.00	-7.00	-35.53	-151.90	14.70	35.53	151.90	0.00	0.00	0.00	-24.50	0.00	151.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,585.10
	2,275.00	0.00	-32.99	-141.05	13.65	32.99	141.05	0.00	0.00	0.00	-22.75	0.00	141.05	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,406.95
	2,275.00	0.00	-32.99	-141.05	13.65	32.99	141.05	0.00	0.00	0.00	0.00	67.57	0.00	0.00	0.00	0.00	0.00	2.28	0.00	0.00	0.00	0.00	2,358.50
	4,550.00	-13.00	-65.98	-282.10	27.30	65.98	282.10	0.00	0.00	0.00	-45.50	0.00	282.10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,800.90
	2,275.00	0.00	-32.99	-141.05	13.65	32.99	141.05	0.00	0.00	0.00	-22.75	0.00	141.05	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,406.95
	3,500.00	-182.00	-50.75	-217.00	21.00	50.75	217.00	0.00	-21.63	0.00	-35.00	0.00	217.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,499.37
	2,450.00	-7.00	-35.53	-151.90	14.70	35.53	151.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	96.04	0.00	0.00	0.00	0.00	0.00	0.00	0.74	2,554.48
	325.00	0.00	-4.71	-20.15	1.95	4.71	20.15	0.00	0.00	0.00	0.00	0.00	0.00	0.00	12.74	0.00	0.00	0.00	0.00	0.00	0.00	0.10	339.78
	1,400.00	-4.00	-20.30	-86.80	8.40	20.30	86.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	54.88	0.00	0.00	0.00	0.00	0.00	0.00	0.42	1,459.70
	2,450.00	-7.00	-35.53	-151.90	14.70	35.53	151.90	0.00	0.00	0.00	0.00	72.77	0.00	0.00	0.00	0.00	0.00	2.45	0.00	0.00	0.00	0.00	2,532.92
	2,800.00	-42.00	-40.60	-173.60	16.80	40.60	173.60	0.00	0.00	0.00	0.00	83.16	0.00	0.00	0.00	0.00	0.00	2.80	0.00	0.00	0.00	0.00	2,860.76
	12,000.00	-1,458.66	-174.00	-744.00	42.00	174.00	744.00	0.00	-221.73	0.00	-120.00	0.00	434.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10,675.61
	2,625.00	-21.00	-38.06	-162.75	15.75	38.06	162.75	0.00	0.00	0.00	0.00	77.98	0.00	0.00	0.00	0.00	0.00	2.63	0.00	0.00	0.00	0.00	2,700.34
	2,450.00	-7.00	-35.53	-151.90	14.70	35.53	151.90	0.00	0.00	0.00	0.00	72.77	0.00	0.00	0.00	0.00	0.00	2.45	0.00	0.00	0.00	0.00	2,532.92
	2,450.00	-7.00	-35.53	-151.90	14.70	35.53	151.90	0.00	0.00	0.00	-24.50	0.00	151.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,585.10
	2,275.00	0.00	-32.99	-141.05	13.65	32.99	141.05	0.00	0.00	0.00	0.00	0.00	0.00	0.00	89.18	0.00	0.00	0.00	0.00	0.00	0.00	0.68	2,378.51
	2,100.00	0.00	-30.45	-130.20	12.60	30.45	130.20	0.00	0.00	0.00	-21.00	0.00	130.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,221.80
	2,450.00	-7.00	-35.53	-151.90	14.70	35.53	151.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	96.04	0.00	0.00	0.00	0.00	0.00	0.00	0.74	2,554.48
	2,975.00	-56.00	-43.14	-184.45	17.85	43.14	184.45	0.00	0.00	0.00	0.00	88.36	0.00	0.00	0.00	0.00	0.00	2.98	0.00	0.00	0.00	0.00	3,028.19
	2,450.00	-7.00	-35.53	-151.90	14.70	35.53	151.90	0.00	0.00	0.00	-24.50	0.00	151.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,585.10
(7) ORTEGA, JOSE I	3,500.00	-112.00	-50.75	-217.00	21.00	50.75	217.00	0.00	-8.23	0.00	-35.00	0.00	217.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,584.77
	1,300.00	0.00	-18.85	-80.60	7.80	18.85	80.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50.96	0.00	0.00	0.00	0.00	0.00	0.00	0.39	1,359.15
	9,100.00	-728.00	-131.95	-564.20	42.00	131.95	564.20	0.00	-180.31	0.00	-91.00	0.00	434.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8,576.69
	1,400.00	-4.00	-20.30	-86.80	8.40	20.30	86.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	54.88	0.00	0.00	0.00	0.00	0.00	0.00	0.42	1,459.70
	3,500.00	-112.00	-50.75	-217.00	21.00	50.75	217.00	0.00	0.00	0.00	0.00	103.95	0.00	0.00	0.00	0.00	0.00	3.50	0.00	0.00	0.00	0.00	3,518.45
	3,535.00	-112.00	-51.26	-219.17	21.21	51.26	219.17	0.00	0.00	0.00	0.00	0.00	0.00	0.00	138.57	0.00	0.00	0.00	0.00	0.00	0.00	1.06	3,583.84
	1,300.00	0.00	-18.85	-80.60	7.80	18.85	80.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50.96	0.00	0.00	0.00	0.00	0.00	0.00	0.39	1,359.15
	3,290.00	-91.00	-47.71	-203.98	19.74	47.71	203.98	0.00	0.00	0.00	0.00	97.71	0.00	0.00	0.00	0.00	0.00	3.29	0.00	0.00	0.00	0.00	3,319.74
	2,600.00	-42.00	-40.60	-173.60	16.80	40.60	173.60	0.00	0.00	0.00	-28.00	0.00	173.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,920.40
	2,450.00	-7.00	-35.53	-151.90	14.70	35.53	151.90	0.00	0.00	0.00	-24.50	0.00	151.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,585.10
	3,500.00	-112.00	-50.75	-217.00	21.00	50.75	217.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	137.20	0.00	0.00	0.00	0.00	0.00	0.00	1.05	3,547.25
	2,275.00	0.00	-32.99	-141.05	13.65	32.99	141.05	0.00	0.00	0.00	0.00	67.57	0.00	0.00	0.00	0.00	0.00	2.28	0.00	0.00	0.00	0.00	2,358.50
	2,695.00	-28.00	-39.08	-167.09	16.17	39.08	167.09	0.00	0.00	0.00	0.00	80.04	0.00	0.00	0.00	0.00	0.00	2.70	0.00	0.00	0.00	0.00	2,765.91
	2,450.00	-7.00	-35.53	-151.90	14.70	35.53	151.90	0.00	0.00	0.00	-24.50	0.00	151.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,585.10
	2,275.00	0.00	-32.99	-141.05	13.65	32.99	141.05	0.00	0.00	0.00	-22.75	0.00	141.05	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,406.95
	2,275.00	0.00	-32.99	-141.05	13.65	32.99	141.05	0.00	0.00	0.00	-22.75	0.00	141.05	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,406.95

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January through March 2013

	Salary	Federal ...	Medicare...	Social Se...	Federa...	Medicar...	Social S...	AZ...	CA - Wit...	OR - Inc...	CA - Dis...	AZ - U...	CA - Un...	OR - U...	WA - U...	Me...	OR...	AZ - ...	CA...	OR - ...	OR...	WA ...	TOTAL
	2,695.00	-26.00	-39.08	-167.09	16.17	39.08	167.09	0.00	0.00	0.00	0.00	80.04	0.00	0.00	0.00	0.00	0.00	2.70	0.00	0.00	0.00	0.00	2,765.91
	19,890.00	-3,819.20	-288.41	-1,233.18	42.00	288.41	1,233.18	0.00	0.00	-1,600.30	0.00	0.00	0.00	437.58	0.00	0.00	0.00	0.00	142.01	0.00	0.00	15,292.09
(8) PREZA, FERNANDO	2,275.00	0.00	-32.99	-141.05	13.65	32.99	141.05	0.00	0.00	0.00	-22.75	0.00	141.05	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,408.95
	3,500.00	-112.00	-50.75	-217.00	21.00	50.75	217.00	0.00	0.00	0.00	0.00	103.95	0.00	0.00	0.00	0.00	0.00	3.50	0.00	0.00	0.00	3,516.45
	2,450.00	-7.00	-35.53	-151.90	14.70	35.53	151.90	0.00	0.00	0.00	0.00	72.77	0.00	0.00	0.00	0.00	0.00	2.45	0.00	0.00	0.00	2,532.92
	2,450.00	-7.00	-35.53	-151.90	14.70	35.53	151.90	0.00	0.00	0.00	-24.50	0.00	151.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,585.10
	2,275.00	0.00	-32.99	-141.05	13.65	32.99	141.05	0.00	0.00	0.00	-22.75	0.00	141.05	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,408.95
	12,000.00	-1,119.39	-174.00	-744.00	42.00	174.00	744.00	0.00	-221.73	0.00	-120.00	0.00	434.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	11,014.88
	2,275.00	0.00	-32.99	-141.05	13.65	32.99	141.05	0.00	0.00	0.00	-22.75	0.00	141.05	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,408.95
	7,000.00	-630.00	-101.50	-434.00	42.00	101.50	434.00	0.00	0.00	0.00	0.00	207.90	0.00	0.00	0.00	0.00	0.00	7.00	0.00	0.00	0.00	6,626.90
	3,500.00	-112.00	-50.75	-217.00	21.00	50.75	217.00	0.00	0.00	0.00	0.00	103.95	0.00	0.00	0.00	0.00	0.00	3.50	0.00	0.00	0.00	3,516.45
	2,450.00	-182.00	-35.53	-151.90	14.70	35.53	151.90	0.00	-16.10	0.00	-24.50	0.00	151.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,394.00
	2,450.00	-7.00	-35.53	-151.90	14.70	35.53	151.90	0.00	0.00	0.00	0.00	72.77	0.00	0.00	0.00	0.00	0.00	2.45	0.00	0.00	0.00	2,532.92
	3,500.00	-112.00	-50.75	-217.00	21.00	50.75	217.00	0.00	0.00	0.00	0.00	103.95	0.00	0.00	0.00	0.00	0.00	3.50	0.00	0.00	0.00	3,516.45
	2,275.00	0.00	-32.99	-141.05	13.65	32.99	141.05	0.00	0.00	0.00	0.00	67.57	0.00	0.00	0.00	0.00	0.00	2.28	0.00	0.00	0.00	2,358.50
	2,975.00	-56.00	-43.14	-184.45	17.85	43.14	184.45	0.00	0.00	0.00	0.00	88.38	0.00	0.00	0.00	0.00	0.00	2.98	0.00	0.00	0.00	3,028.19
	2,100.00	0.00	-30.45	-130.20	12.60	30.45	130.20	0.00	0.00	0.00	-21.00	0.00	130.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,221.80
	2,625.00	-21.00	-38.06	-162.75	15.75	38.06	162.75	0.00	0.00	0.00	0.00	77.88	0.00	0.00	0.00	0.00	0.00	2.63	0.00	0.00	0.00	2,700.34
	2,275.00	0.00	-32.99	-141.05	13.65	32.99	141.05	0.00	0.00	0.00	0.00	0.00	0.00	0.00	89.18	0.00	0.00	0.00	0.00	0.00	0.88	2,378.51
	2,450.00	-7.00	-35.53	-151.90	14.70	35.53	151.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	98.04	0.00	0.00	0.00	0.00	0.00	0.74	2,554.48
	2,555.00	-14.00	-37.05	-158.41	15.33	37.05	158.41	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.16	0.00	0.00	0.00	0.00	0.00	0.77	2,657.28
	2,450.00	-7.00	-35.53	-151.90	14.70	35.53	151.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	98.04	0.00	0.00	0.00	0.00	0.00	0.74	2,554.48
	4,200.00	-210.00	-60.90	-260.40	25.20	60.90	260.40	0.00	0.00	0.00	0.00	124.74	0.00	0.00	0.00	0.00	0.00	4.20	0.00	0.00	0.00	4,144.14
	1,750.00	0.00	-25.38	-108.50	10.50	25.38	108.50	0.00	0.00	0.00	-17.50	0.00	108.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,851.50
	1,300.00	0.00	-18.85	-80.60	7.80	18.85	80.60	0.00	0.00	0.00	0.00	38.81	0.00	0.00	0.00	0.00	0.00	1.30	0.00	0.00	0.00	1,347.71
	2,975.00	-56.00	-43.14	-184.45	17.85	43.14	184.45	0.00	0.00	0.00	0.00	88.38	0.00	0.00	0.00	0.00	0.00	2.98	0.00	0.00	0.00	3,028.19
	2,625.00	-21.00	-38.06	-162.75	15.75	38.06	162.75	0.00	0.00	0.00	-26.25	0.00	162.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,756.25
	2,625.00	-21.00	-38.06	-162.75	15.75	38.06	162.75	0.00	0.00	0.00	-26.25	0.00	162.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,756.25
	2,975.00	-56.00	-43.14	-184.45	17.85	43.14	184.45	0.00	0.00	0.00	-29.75	0.00	184.45	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,091.55
	2,450.00	-7.00	-35.53	-151.90	14.70	35.53	151.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	98.04	0.00	0.00	0.00	0.00	0.00	0.74	2,554.48
	2,275.00	0.00	-32.99	-141.05	13.65	32.99	141.05	0.00	0.00	0.00	0.00	0.00	0.00	0.00	89.18	0.00	0.00	0.00	0.00	0.00	0.88	2,378.51
	2,800.00	-42.00	-40.60	-173.60	16.80	40.60	173.60	0.00	0.00	0.00	0.00	83.16	0.00	0.00	0.00	0.00	0.00	2.80	0.00	0.00	0.00	2,860.76
	1,300.00	0.00	-18.85	-80.60	7.80	18.85	80.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50.96	0.00	0.00	0.00	0.00	0.00	0.39	1,359.15
	2,450.00	-7.00	-35.53	-151.90	14.70	35.53	151.90	0.00	0.00	0.00	-24.50	0.00	151.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,585.10
	2,800.00	-42.00	-40.60	-173.60	16.80	40.60	173.60	0.00	0.00	0.00	0.00	83.16	0.00	0.00	0.00	0.00	0.00	2.80	0.00	0.00	0.00	2,860.76
	2,555.00	-14.00	-37.05	-158.41	15.33	37.05	158.41	0.00	0.00	0.00	0.00	75.88	0.00	0.00	0.00	0.00	0.00	2.56	0.00	0.00	0.00	2,634.77
	2,450.00	-7.00	-35.53	-151.90	14.70	35.53	151.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	98.04	0.00	0.00	0.00	0.00	0.00	0.74	2,554.48
	2,450.00	-7.00	-35.53	-151.90	14.70	35.53	151.90	0.00	0.00	0.00	-24.50	0.00	151.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,585.10
	2,975.00	-56.00	-43.14	-184.45	17.85	43.14	184.45	0.00	0.00	0.00	0.00	88.38	0.00	0.00	0.00	0.00	0.00	2.98	0.00	0.00	0.00	3,028.19
	2,450.00	-7.00	-35.53	-151.90	14.70	35.53	151.90	0.00	0.00	0.00	0.00	72.77	0.00	0.00	0.00	0.00	0.00	2.45	0.00	0.00	0.00	2,532.92
	1,400.00	-104.00	-20.30	-86.80	8.40	20.30	86.80	0.00	-9.20	0.00	-14.00	0.00	86.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,368.00
	5,130.00	-639.00	-74.39	-318.06	30.78	74.39	318.06	0.00	0.00	-369.00	0.00	0.00	0.00	112.89	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,285.64
	29,055.00	-4,685.20	-421.30	-1,801.41	42.00	421.30	1,801.41	0.00	0.00	-2,308.15	0.00	0.00	0.00	639.21	0.00	0.00	0.00	0.00	207.45	0.00	0.00	22,650.31
	2,975.00	-56.00	-43.14	-184.45	17.85	43.14	184.45	0.00	0.00	0.00	-29.75	0.00	184.45	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,091.55
	2,205.00	0.00	-31.97	-136.71	13.23	31.97	136.71	0.00	0.00	0.00	0.00	0.00	0.00	0.00	88.44	0.00	0.00	0.00	0.00	0.00	0.88	2,305.33
	2,450.00	-7.00	-35.53	-151.90	14.70	35.53	151.90	0.00	0.00	0.00	-24.50	0.00	151.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,585.10
	2,450.00	-7.00	-35.53	-151.90	14.70	35.53	151.90	0.00	0.00	0.00	-24.50	0.00	151.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,585.10
	11,400.00	-1,223.43	-165.30	-706.80	42.00	165.30	706.80	0.00	-377.34	0.00	-114.00	0.00	434.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10,161.23
	2,275.00	0.00	-32.99	-141.05	13.65	32.99	141.05	0.00	0.00	0.00	0.00	67.57	0.00	0.00	0.00	0.00	0.00	2.28	0.00	0.00	0.00	2,358.50
	2,450.00	-7.00	-35.53	-151.90	14.70	35.53	151.90	0.00	0.00	0.00	-24.50	0.00	151.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,585.10
	2,800.00	-91.00	-40.60	-173.60	16.80	40.60	173.60	0.00	0.00	0.00	-28.00	0.00	173.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,871.40
	2,450.00	-7.00	-35.53	-151.90	14.70	35.53	151.90	0.00	0.00	0.00	0.00	72.77	0.00	0.00	0.00	0.00	0.00	2.45	0.00	0.00	0.00	2,532.92
	2,450.00	-7.00	-35.53	-151.90	14.70	35.53	151.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	98.04	0.00	0.00	0.00	0.00	0.00	0.74	2,554.48
	1,200.00	-18.00	-17.40	-74.40	7.20	17.40	74.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	98.04	0.00	0.00	0.00	0.00	0.00	0.74	2,554.48
	1,050.00	-3.00	-15.23	-65.10	6.30	15.23	65.10	0.00	0.00	0.00	0.00	35.84	0.00	0.00	0.00	0.00	0.00	1.20	0.00	0.00	0.00	1,226.04
	2,450.00	-7.00	-35.53	-151.90	14.70	35.53	151.90	0.00	0.00	0.00	-24.50	31.19	0.00	0.00	0.00	0.00	0.00	1.05	0.00	0.00	0.00	1,085.54
	2,275.00	0.00	-32.99	-141.05	13.65	32.99	141.05	0.00	0.00	0.00	0.00	0.00	151.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,585.10
	1,400.00	-4.00	-20.30	-86.80	8.40	20.30	86.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	89.18	0.00	0.00	0.00	0.00	0.00	0.88	2,378.51
(9) VILLEGAS, FELIPE	2,555.00	-14.00	-37.05	-158.41	15.33	37.05	158.41	0.00	0.00	0.00	0.00	41.58	0.00	0.00	0.00	0.00	0.00	1.40	0.00	0.00	0.00	1,447.38
	2,100.00	0.00	-30.45	-130.20	12.60	30.45	130.20	0.00	0.00	0.00	-25.55	0.00	158.41	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,689.19
(10) ZEPEDA, MARILU	2,400.00	-120.00	-34.80	-148.80	14.40	34.80	148.80	0.00	0.00	0.00	-21.00	0.00	130.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,221.80
TOTAL	704,010.00	-39,841.48	-10,208.59	-43,648.62	3,663.63	10,208.59	43,648.62	0.00	-5,871.15	-4,833.45	-3,236.65	6,008.45	16,468.13	1,408.88	4,471.54	0.00	0.00	202.40	0.00	420.61	0.00	34.32	683,103.23

Butler 01915
Butler's Exh. 37 p.015

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES

In the Matter of:	*	
ADMINISTRATOR,	*	
WAGE & HOUR DIVISION		**Case No.:** 2018-TNE-00019
Plaintiff	*	
		WHD Reference #: 1689932
v.	*	
BUTLER AMUSEMENTS, INC., and	*	
MICHAEL BRAJEVICH		
Respondents	*	

* * * * * * * * * * * * * *

RESPONDENTS' DISCLOSURES FOR HYBRID FACT/EXPERT WITNESSES

R. Wayne Pierce, Esquire
The Pierce Law Firm, LLC
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Annapolis, Maryland 21401-7015
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wpierce@adventurelaw.com
Attorney for Respondent

April 15, 2019

RESPONDENTS' DISCLOSURES FOR HYBRID FACT/EXPERT WITNESSES

Pursuant to the Scheduling Order and 29 C.F.R. § 18.50 (c) (2) (iii) Respondents provide the following disclosures:

1. Identification. Plaintiff identifies the following individuals as hybrid fact/expert witnesses who may present expert opinion evidence and whose duties do not regularly involve giving expert opinion testimony:

Mr. Michael Brajevich

Mr. Steve Nittler

2. Subject matter. Mssrs. Brajevich and Nittler may address the following subject matters pursuant to expert opinion testimony:

- Industry custom and practice in the mobile amusement industry.
- Respondents' conformance to industry custom and practice.
- Determination of back wages based upon hours worked in various job codes and areas of intended employment.
- Determination of credits to which Respondents are entitled by virtue of providing housing, relocation travel, local convenience travel, and income tax payments.
- Prejudice to Respondents from late filing.
- Rebuttal of the Administrator's evidence once those theories are identified and elaborated.

3. Opinions and facts. A summary of the facts and opinions to which Mssrs. Brajevich and Nittler are expected to testify include:

Respondents conformed to industry custom and practice in 2013 when providing bunkhouses, relocation travel, and local convenience travel, as well as using a prepayment plan.

Respondents' pay practices conformed to industry custom and practice in 2013.

It is common and customary in the mobile amusement industry in 2013 to provide bunkhouses, relocation travel, and local convenience travel for a wage credit.

It is customary in the mobile amusement industry that the employer is entitled to rely upon his agent to discuss and recommend appropriate job codes.

Respondents are entitled to the credit for

- Bunkhouses reflected in Respondents' Exh. 31 and 47.
- Relocation travel reflected in Respondents' Exh. 34 and 47.
- Local convenience travel reflected in Respondents' Exh. 36 and 47.
- Income tax payments reflected in Respondents' Exh. 37 and 47.
- Overpayment for hours worked reflected in Respondents' Exh. 45, 46, and 47.

Back wages, if any, are calculated and reflected in Respondents' Exh. 47.

Respondents' exemption from the FLSA is determined and reflected in Respondents' Exh. 21.

Respondents were prejudiced by the unnecessary delay in filing the determination letter because of the loss of documentation, witnesses, and memories.

The grounds for these opinions are the discovery conducted in this case; the anticipated trial testimony of the witnesses; Mssrs. Brajevich and Nittler's knowledge regarding industry custom and practice; their factual involvement with Respondents' employment practices and documentation; and his investigations related to the case.

4. Reservation. These disclosures are not intended to be exhaustive or complete in every detail. Respondents reserve the right to amend or supplement these disclosures in light of further discovery, as well as any information provided by the Administrator.

R. WAYNE PIERCE
The Pierce Law Firm, LLC
133 Defense Highway, Suite 201
Annapolis, MD 21401
Phone: 410-573-9955
Fax: 410-573-9956
Email: wpierce@adventurelaw.com

Attorney for Respondents

CERTIFICATE OF SERVICE

Respondents Butler Amusements, Inc., and Michael Brajevich hereby certify that on **April 15, 2019,** copies of the following:

1. Respondents' Disclosures for Hybrid Fact/Expert Witnesses

Were mailed, and a copy was e-mailed, to:

Jeannie Gorman
US Department of Labor
Office of the Solicitor
300 5th Avenue, Suite 1120
Seattle, Washington 98104-2397
Ph: (206) 757-6762
Fax: (206) 757-6761
Gorman.jeannie@dol.gov

And a copy was mailed to:
Chief Docket Clerk
Office of Administrative Law Judges
800 K Street NW, Suite 400
Washington, DC 20001-8002

R. Wayne Pierce

R. WAYNE PIERCE

AR - 2844

Butler's Exh. 38 p.005

Butler 01920

Combined Witness Statement
Declaración Combinada de Testigos

We, the undersigned H-2B workers for Butler Amusements, Inc., submit this combined witness statement:
Nosotros, los trabajadores H-2B abajo firmantes de Butler Amusements, Inc., presentamos esta declaración de testigo combinada:

1. I am an adult and more than 18 years old.
1. Soy adulto y mayor de 18 años.

2. In addition to working for Butler Amusements currently, I also worked for them in the 2013 season.
2. Además de trabajar para Butler Amusements en la actualidad, también trabajé para ellos en la temporada 2013.

3. During the time that I have worked for Butler Amusements, I understood that I would be paid the prevailing wage as determined by the Department of Labor. Not only was this well known among the workers, but we were told this by the recruiter, Mr. Jim Judkins, or individuals who worked for the recruiter, when we were being processed for consulate appointments.
3. Durante el tiempo que trabajé para Butler Amusements, comprendí que recibiría el salario vigente según lo determinado por el Departamento de Trabajo. No solo esto era bien conocido entre los trabajadores, sino que nos lo dijo el reclutador, el Sr. Jim Judkins, o las personas que trabajaban para el reclutador, cuando nos procesaban para las citas del consulado.

4. During the time that I have worked for Butler Amusements, I also knew that I regularly received valuable benefits that went beyond the prevailing wage. These valuable benefits included such items as housing in a bunkhouse, local transportation to Wal-Mart and other places, travel in and out of the United States, processing fees at the consulate or the border, food, and so on. I knew that the value of these benefits meant that I was receiving more than the prevailing wage, and that Butler Amusements would be entitled to receive a credit for paying those expenses because they were paying more than they had agreed to pay.
4. Durante el tiempo en que trabajé para Butler Amusements, también supe que recibía regularmente valiosos beneficios que iban más allá del salario prevaleciente. Estos valiosos beneficios incluyen artículos como vivienda en una barraca, transporte local a Wal-Mart y otros lugares, viajes dentro y fuera de los Estados Unidos, tarifas de procesamiento en el consulado o la frontera, alimentos, etc. Sabía que el valor de estos beneficios significaba que estaba recibiendo más que el salario prevaleciente, y que Butler Amusements tendría derecho a recibir un crédito por pagar esos gastos porque pagaban más de lo que habían acordado pagar.

Signed this ___ day of March, 2019.
Firmado este ___ día de marzo de 2019.

Juan Carlos Paredes Fernandez — Confidential
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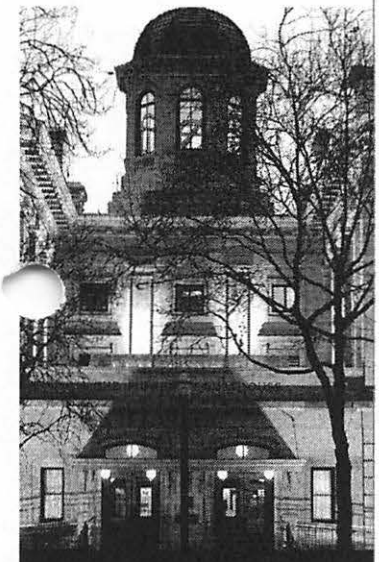

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UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES

In the Matter of:
ADMINISTRATOR,
WAGE & HOUR DIVISION,

Plaintiff,

vs.

CASE NO. 2018-TNE-00019
WHD Reference NO. 1689932

BUTLER AMUSEMENTS, INC.,
and MICHAEL BRAJEVICH,

Respondents.

DEPOSITION OF

CARRIE AGUILAR

TAKEN ON
FRIDAY, APRIL 19, 2019
10:10 A.M.

620 SOUTHWEST MAIN STREET, ROOM 423
PORTLAND, OREGON 97205

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(EXHIBITS RETAINED BY COUNSEL)

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DEPOSITION OF
CARRIE AGUILAR
TAKEN ON
FRIDAY, APRIL 19, 2019
10:10 A.M.

THE REPORTER: You do swear or affirm under penalty of perjury the testimony you will give will be the truth, the whole truth, and nothing but the truth?

THE WITNESS: Yes.

EXAMINATION

BY MR. PIERCE:

Q. Good morning, Ms. Aguilar.

A. Good morning.

Q. I'd like to begin by asking you some questions about your personal background. This deposition that we're starting now is being taken in your personal capacity. We will deal separately in a follow-up deposition regarding your corporate capacity. And you understand what I mean by that?

A. Yes.

Q. Okay. So --

MS. GORMAN: I'm going to object because she's not here in her personal capacity. It's just

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a non -- it's just her capacity as an employee of the Wage & Hour Division, but not -- but not as a person. I mean --

MR. PIERCE: Well, okay. I'm not sure what you think you're getting at, but the deposition that I'm proceeding under now is noted as an individual deposition of Ms. Carrie Aguilar. There will be a separate time frame for a separate deposition for a corporate representative, which I understand will also be Ms. Aguilar.

MS. GORMAN: That's fine. Thank you.

BY MR. PIERCE:

Q. Ms. Aguilar, have you yourself ever been deposed before?

A. Yes.

Q. How many times?

A. One.

Q. Was that a Wage & Hour case?

A. Yes.

Q. Can you give me a real basic understanding of what the issues might have been in that case?

A. It was an FLSA overtime case.

Q. And you were working in the Portland office at that time?

A. Yes.

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Q. Did it have any H-2B issues?

A. No.

Q. Are you sufficiently familiar with how a deposition works so that I don't need to explain any of that to you?

A. I think so.

Q. Can you state your name for the record, please?

A. Carrie Aguilar.

Q. And what is your office address?

A. 620 Southwest Main Street, Room 423, Portland, Oregon, 97205.

Q. This case is currently scheduled for hearing on May 8, 9, and 10. Is it your plan to be at the trial?

A. Yes.

Q. Do you believe that you are fully prepared for your deposition today or is there things that you know that you still are hoping to get accomplished before we get to trial?

MS. GORMAN: I'm going to object because it calls for speculation. The witness can answer.

THE WITNESS: I'm sorry, what was the question?

BY MR. PIERCE:

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Q. Whether or not you believe you are fully prepared?

A. Yes.

Q. All right. Did you in your capacity for this particular file serve as the lead investigator?

A. Yes.

Q. How would you describe the responsibilities of the lead investigator?

A. I coordinated the activities of the other investigators at the on-site visit.

Q. And are you also the one that's primarily responsible for preparing the file?

A. Yes.

Q. Did your file include an investigative summary report?

A. I don't know what -- no.

Q. Why not?

A. That's not part of a traditional -- part of a case file.

Q. I may not be using the right term but every case that I've ever been involved in, the investigator does some kind of a report. It's typically 10 to 30 pages long, summarizing the file. Did you do something like that?

A. I created a narrative report.

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Q. I see. And it serves the same function as what I've just described?

A. I don't -- I don't know what you're describing.

Q. The purpose of your narrative report was to summarize the file?

A. The narrative discusses the issues of the case and the findings.

Q. And it also contained your calculations for back wages and civil monetary penalties?

A. Yes.

Q. Let me get your background out of the way. Could you explain your educational background to me?

A. Yes. I have a master's degree in public administration and an undergraduate degree in foreign languages, Spanish.

Q. What were the years on those?

A. My undergraduate I think was from 1999, and my graduate degree was probably 2002.

Q. Okay. And what institution?

A. Both degrees are from Portland State University.

Q. And after your school work, did you go seek employment?

A. Yes.

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Q. Could you sketch for me your employment history?
A. Yes. After graduating with my master's degree, I started work for the State of Oregon at the Employment Department, and I worked there for seven years. And after that, I started with the U.S. DOL Wage & Hour as an investigator.
Q. When did you start with Wage & Hour?
A. June of 2009.
Q. What were your duties when you were working with the State agency?
A. I started as a business and employment specialist, which is helping job seekers write resumes, giving them referrals to a job bank. And I also worked writing job listings for the job bank, job descriptions, minimum qualifications, coding them so that they would be searchable. After that I worked as an analyst trainer for the department -- employment department, training on the job duties that I have just explained and doing policy review. Yeah.
Q. Did any of those state duties include Wage & Hour type of issues?
A. No. It was working for the job -- you know, the Employment Department, the job side. So

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it was helping people find work and posting job listings.
Q. All right. Once you started working for Wage & Hour in 2009, could you sketch for me what positions you've held?
A. I was an investigator from 2009 to summer 2015, where I became my current position as an assistant district director.
Q. Same office?
A. Yes.
Q. During your, sounds like, about 10 years or so with the Wage & Hour Division, how many H-2B cases have you been involved with?
A. I couldn't tell you the number, several.
Q. Several. And have any of them, other than the one that we're here for today, involve the amusement industry?
A. No.
Q. Have any of them -- any of your other H-2B cases involved misclassification issues?
MS. GORMAN: You're asking just about misclassification in the H-2B context or misclassification throughout?
MR. PIERCE: In H-2B.
THE WITNESS: I don't think so.

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BY MR. PIERCE:
Q. Could you now sketch for me the training that you have undergone in order to be proficient in H-2B investigations or H-2B related issues?
A. I've attended several trainings that were put on by our national office and our regional office, like formal classroom-style trainings. We also receive updates from the national office and the regional office regarding any changes in the law or enforcement policy.
Q. Okay. Could you quantify the amount of training that you've had that was H-2B related?
A. Well, as far as classroom training, there were at least three sessions that were, like, off-site, formal classroom training that were multiple day stints. The other -- other trainings and updates that I've received I'd have difficulty telling you, like, the number of hours or frequency. I don't know.
Q. Did you go through training that was -- I've heard it described as, like, a level 1 and a level 2. And level 1 might be two or three days and include many topics, one of which would be H-2B. Was that the sort of training you went through?
A. No. No.

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Q. So all the training that you just indicated a couple of answers ago, that was all H-2B specific, correct?
A. Of the three session that I discussed, two of them were H-2B only, and the other one was part of a multi-week training in which we discussed H-2B as part of that training.
Q. Okay. Have you experienced any what I would call frustration being trained one way, and then the program gets subject to an injunction or something and you have to relearn a whole new set of rules? Has that occurred to you?
A. No.
Q. You've not had to be retrained in the H-2B program?
A. I have not experienced frustration as a result of any changes.
Q. Okay. But you had to be retrained?
A. As I mentioned, updates, yes. As things change, we stay abreast of that.
Q. And did the injunctions cause any turmoil in your personal practice there as an investigator?
A. No.
Q. Did it cause you to have to, like, put files to the side for a period of years or anything

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like that?
A. Not that I recall.
Q. Did you -- during your time with the Division, have you received any awards or anything that speaks highly of you and the work that you have done?
A. Yes.
Q. Could you tell me about them?
A. One that I can remember specifically is an award for work in agriculture, working with child labor laws in agriculture. I think it was a Secretary's award as part of a group.
Q. Okay. Do any others stick out?
A. Not that I can recall right now.
Q. All right. Could you summarize for me what you understand Butler's defenses are in this case?
MS. GORMAN: I'm going to object to the extent that it calls for a legal conclusion, but the witness can answer.
THE WITNESS: I recall from our final conference and from the letter that you sent, there was questions about jurisdiction, questions about credits. I don't know.
BY MR. PIERCE:

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Q. Are you finished?
A. Yes.
Q. And what is it about your jurisdiction that you think Butler was contending?
A. I think at one point you said that we couldn't enforce H-2B. I don't remember.
Q. Do you regard yourself as an expert in the H-2B program?
A. No.
Q. Do you regard yourself as an expert in job coding as it is commonly performed by the Office of Foreign Labor Certification?
A. No.
Q. Have you ever received any specific training in job coding as it is commonly performed by OFLC?
A. I don't know how it's commonly performed by the labor certification guys.
Q. All right. Have you ever been involved in the job coding process?
A. I coded jobs when I worked for the Employment Department using SOC codes.
Q. How much of your work with the State of Oregon involved working with SOC codes?
A. Quite a bit as far as writing job

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listings. Every single job listing that I would write or that I would train people how to write involved coding it with a SOC code.
Q. You weren't actually enforcing it. You were just determining how to code it for purposes of posting the job?
A. It wasn't an enforcement agency. Yeah. It was to post it on a job board.
Q. Other than my trial exhibits, did you bring any other documents with you today?
A. No.
Q. Can you describe for me what you did to prepare for the deposition today?
A. I met with Jeannie yesterday.
Q. Anything else?
A. No.
Q. Did you review the file?
A. Yes.
Q. Okay. Obviously, that would have been to get prepared for today, right?
A. Yeah, for today.
Q. And other than meeting with your lawyer and reviewing the file, was there anything else that you did to get prepared?
A. No.

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Q. No phone calls, no tracking down of extra information or anything like that, correct?
A. No.
Q. Do you as part of your job participate in the Division's system by which you track the amount of time that you have invested in a particular investigation?
A. As an investigator, I had to do that. As a manager, thankfully, I don't have to do that anymore.
Q. All right. Could you tell me as specifically or as approximately as you need to how much time you had invested in the Butler investigation?
A. I don't know. I didn't look at the case diary. I don't know how many hours were on that case.
Q. You have no idea if it's one or a hundred or a thousand?
A. Well, I would guess around a hundred, but there were other investigators charging time to that case also.
Q. All right. How many other investigators?
A. I think, if I remember correctly, there were four or five total who were there.

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Q. And I saw quite a few names --
THE WITNESS: Oh, no, he dropped.
(Whereupon, call disconnected.)
MR. PIERCE: Are we back on?
THE REPORTER: Yes.
BY MR. PIERCE:
Q. Ms. Aguilar, I saw lots of names in the witness statements. How many investigators played a role in the on-site investigation?
A. Like I said, I think it was four or five.
Q. So all the other supplemental agents you believe were those who happened to participate in the on-site?
A. The additional investigators would have been on site during the site visit.
Q. Okay. And during the course of your investigation your focus was on what is known as Butch's unit within the Butler Amusement operation, correct?
MS. GORMAN: Can you repeat the phrase again?
BY MR. PIERCE:
A. Your investigation really focused on what's known as Butch's unit which --
MS. GORMAN: Butch's unit. Yeah, I

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couldn't understand.
BY MR. PIERCE:
Q. Okay. Yeah. The former owner, now deceased, Butch Butler had the unit named after him.
A. Oh, I wasn't aware of that. It's the unit that we visited in Santa Barbara, but I've never referred to it or heard it referred to as Butch's unit.
Q. Okay. All right. But it was just the one unit. You're aware that there are multiple units within Butler and your focus was on the unit that was there at Santa Barbara?
A. That's correct.
Q. Your file -- excuse me, your trial exhibits also include about maybe about 150 pages of witness statements. Do you believe that all of the witness statements that were generated are included in that exhibit list?
MS. GORMAN: Objection; calls for speculation.
BY MR. PIERCE:
Q. Do you know?
MS. GORMAN: You can answer if you can.
THE WITNESS: If the statements that we supplied are -- I'm sorry, please repeat the

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question.
BY MR. PIERCE:
Q. The trial exhibits that have been produced for your side, there's about 150 pages worth of witness statements in there. Do you believe that all the witness statements are included in that exhibit?
MS. GORMAN: Same objection.
THE WITNESS: I don't know.
BY MR. PIERCE:
Q. Okay. Have you reviewed that collection of witness statements?
A. I paged through it and I saw that they were redacted statements.
Q. That's correct. Were there any that as you were paging through it that appeared to you were missing?
A. I didn't look that closely.
Q. Okay. There were three witness statements that had names that were not redacted. There was a witness statement of Kirk Bomburg, B-O-M-B-U-R-G. There was a witness statement from Gina Tuttle, T-U-T-T-L-E, and there was a witness statement from Marilu Zepeda, I believe spelled M-A-R-I-L-U, Z-E-P-E-D-A.

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Are there other witness statements that you're aware of from management or somebody that you believe was associated full-time with the Butler operation?
A. Not from management that I know of. And associated full-time, the other folks were employees there. Or I think there are statements from applicants too, so that's not true, they weren't all employees.
Q. Yes. Okay. And are you aware of any reason why Marilu Zepeda's statement was not redacted?
A. No.
Q. Okay. Do you agree, then, all violations at issue in this case are captured or expressed in the determination letter?
A. The determination letter describes the violations that we cited and we assessed a civil money penalty for.
Q. Well, the judge made a ruling last Friday indicating that all violations are expressed in the determination letter. Are you saying that you disagree with that?
A. I think there are issues that we found in the case that we could have pursued as violations,

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but ultimately didn't include in the determination letter.
Q. And based on that choice, they are not part of this case and I don't need to spend time asking you about them, therefore, correct?
A. They're not part of the determination letters.
Q. Okay. Are they -- is it your intention to bring them up at trial?
A. No.
Q. What are these other violations that were contemplated but did not make their way into the determination letter?
A. We looked at possible issues with recruitment directly related to the misclassification. Or lack of recruitment for those specific occupations.
Q. Okay. Were there other potential violations that were not pursued?
A. We looked a little bit about the uniforms, that the employer provided just one uniform and then later charged employees for additional shirts that they would be required to wear.
Q. Any other violations that were contemplated?

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A. Nothing I can think of right now.
Q. And those two violations that you just referenced, recruitment issues and uniform issues, they're not part of the determination letter, correct?
A. Correct.
Q. And you don't have any plans to bring those up at the hearing, do you?
MS. GORMAN: Objection; asked and answered.
Go ahead.
THE WITNESS: No.
BY MR. PIERCE:
Q. And is there a reason that you're prepared to testify as to why the recruitment violation was not pursued?
A. I'm having difficulty hearing your question.
MS. GORMAN: You just got very much more muffled.
BY MR. PIERCE:
Q. Is there a reason why you're prepared to tell me that the recruitment violation was not pursued?
A. I think we just went with a

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misclassification violation and didn't expand on it. The recruitment would be part of the misclassification issue in that if there was other work these folks were performing, it wasn't advertised or recruited for, but we just decided to go with the fact that they were misclassified and were underpaid.
Q. Okay. In the trial exhibits produced by Ms. Gorman, there's a set of calculations for back wages that are marked as Exhibit I. And they have a total that's $23,000 and some change. Are those the final calculations that you're aware of?
A. I don't have Exhibit I in front of me. If it were ones that are the most recent, not the ones that were provided to you after the final conference, then, yes, those are the latest calculations and they would be the final ones.
Q. They're the only ones that I'm aware of that would fall in that time frame.
A. Okay.
Q. At this point in time, you have no plans for new violations to be charged, do you?
A. No.
Q. And at this point in time, you have no plans for changing the calculations of back wages as

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requested in the $23,000-and-some figure, do you?
A. No.
Q. During the investigation --
A. It's really difficult to hear you.
MS. GORMAN: We can't understand you, Wayne.
MR. PIERCE: Okay.
THE WITNESS: Oh, that's better.
BY MR. PIERCE:
Q. During the investigation, I sent you well over a thousand pages of timekeeping and payroll material. Do you remember receiving that?
A. Yes.
Q. And you recognize that a lot of those documents were gathered as part of Exhibit 26 that is there in front of you?
A. Should I open it?
Q. Yeah. If you look at the first page, you'll see some Bates-stamped numbers at the bottom, BUTLER00001.
A. Yes.
Q. And that was the form in which I produced them to you, correct?
A. It looks familiar, yes.
MS. GORMAN: The witness is just rifling

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through the pages.
MR. PIERCE: That's fine.
BY MR. PIERCE:
Q. And you're aware that there are many pages in there where the employees were actually signing off on the number of workers -- excuse me, the number of hours worked and how much they were being paid during that particular week?
A. Yes.
Q. And it was your understanding from your investigation that the hours worked were being reported and countersigned, and the amount paid was being reported and countersigned on those numerous documents included in the payroll material?
A. Yes, I can see here on these documents that there are hours and what appears to be employees' signatures and pay rate.
Q. Do you have any reason to question the reliability of those numbers as they are reflected?
A. The hours, yes. I got different reports of how hours were tracked by different people that I talked to and different information that we gathered throughout the investigation. The pay, I believe, is accurate.
Q. And other than the information that

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appears in the witness statements that have been produced, do you have any other factual basis for saying that there was other evidence as to how hours were tracked?
A. Yes.
Q. What evidence would that be?
A. Observations from the on-site visit.
Q. All right. Why don't you tell me what that means?
A. Well, we checked what time people were working when we were there.
Q. On that particular day --
A. Correct.
Q. -- right?
A. I think we did two different days. I don't remember.
Q. Are you saying that you're not sure if you were there on one day?
A. I don't remember if we were -- I know we were there for one day, and I believe we may have gone back the following day, but I'm not a hundred percent sure on that.
Q. And other than your witness statements and your personal observations during your on-site, do you have any other information regarding the

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reliability of the hours worked as reported in the timekeeping material that we produced for you?
A. No.
Q. There were some initial communications, sort of a flurry of activity when your investigation started in the latter part of March 2013. You and I actually met. You remember there were a lot of emails back and forth. You remember all of that?
A. Yes.
Q. And that sort of ended once you did the on-site, April 23 or 24 of 2013. And there wasn't much communication until you came back in November of 2013. Does that sound familiar?
A. Yes.
Q. All right. And then there was some communication that you and I had from November 22 of 2013 through your revised figures on February the 26th of 2014. Do you remember that?
A. Yes.
Q. And then from February the 26th of 2014, through the determination letter, the original determination letter of January 29, 2018, do you recall any communication at all between yourself and anyone on behalf of Butler?
A. No.

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Q. What happened during that four-year time span? Why did communication stop?
Are you still there?
A. Yeah, I'm just trying to think. There was -- from the final conference, as an investigator, I would have -- after you responded and we had that activity that talked about after that final conference, I would have turned in the file to my supervisor for review. And at that point, it was out of my hands as an investigator and I don't know what happened. And then even as a supervisor, I didn't do anything with the file until we were -- well, then my boss, Tom Silva, issued the determination letter. I signed for him but it was picked up again. I don't know why.
Q. Okay. Nothing sticks out in your mind as to why it took four years for the communication to resume, correct?
A. Correct.
Q. All right. There are many, many pages in the Exhibit 17, in the witness statements that were produced to me that are essentially completely redacted.
A. Okay.
Q. Do you know why -- I would say at least 50

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percent are completely redacted.
A. I didn't do the redacting. I don't know what the basis for the redactions is.
MS. GORMAN: And I'm going to object to the extent that it calls for a legal conclusion.
BY MR. PIERCE:
Q. Well, some of them have a stamp about being in an original language. Do you know what that might have meant, Ms. Aguilar?
A. Yeah. Witness -- or excuse me -- when we take employee interviews, we would take them in the language in which they were conducted. So a lot of those interviews would have been conducted and written in Spanish.
Q. Are you able to estimate for me the total number of witness statements that were obtained as part of the investigation?
A. I think there were, like, 15, maybe. I don't know.
Q. Do you have any reason to doubt whether any English language witness statements have not been produced?
A. You kind of cut out. Do I have any reason to what?
Q. Do you have any reason to doubt whether

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there are any English witness statements that were not produced?
A. No.
Q. Do you recall the 9142, in particular, there were several references to the fact that Butler was going to follow industry practice. Do you remember those references?
A. Yes.
Q. Do you know what that term meant?
A. No.
Q. Had you ever been involved in any other carnival Wage & Hour case of any type?
A. No.
Q. Do you have any knowledge regarding prevailing industry practice in the amusement industry on any topic at all?
A. No.
Q. The reference in 9142 specifically talks about salary housing and transportation. You, therefore, would have no knowledge regarding industry practices for those topics as well, correct?
A. Correct.
Q. Do you have any information or knowledge as to whether or not Butler failed to comply with

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industry custom or practice?
A. I don't know what that is, so, no.
Q. Do you have any information as to whether Butler failed to comply with any prevailing industry practice?
A. No.
Q. Did you as part of your investigation attempt to reach anyone at OFLC or somewhere else to see what they may have thought that term meant?
A. No. It doesn't -- it wouldn't have any impact on my investigation.
Q. How do you know that if you don't know what it means?
A. Because it's not part of what we would enforce which would be the wages and the hours and the other components of the TEC. It doesn't matter if there's a practice that, you know, in any industry, not just the carnival. If there's a -- we would just look at the letter of the law that we're enforcing under any act and determine compliance that way.
Q. Would you agree with me that as far as the OFLC was concerned, Butler was approved to follow industry practice on those topics?
MS. GORMAN: Objection; calls for

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speculation.
THE WITNESS: I don't know what the OFLC practice is.
BY MR. PIERCE:
Q. Well, what in your opinion was Butler to conclude once they were approved having used language like that?
A. I have no idea.
Q. Are you familiar, Ms. Aguilar, with the term "offered wage"?
A. Yes.
Q. And you're aware that the 2008 regulations have definition for that term?
A. The regulations have what?
Q. A definition for the term "offered wage"?
A. Yes.
Q. Could you -- are you able to recite what the definition of offered wage is?
A. No.
Q. Would you agree with me that the offered wage is the highest amount among the various state, federal or local minimum or the prevailing wage?
A. Yes.
Q. In this particular case, what was, in fact, the offered wage?

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A. I don't have the TEC in front of me. It would be whatever was listed on the TEC.
Q. Well, you'll see a copy of the 9142 that is, for example, Exhibit number 7.
A. Okay.
Q. Can you look through there and tell me what would you regard as the offered wage?
A. Okay. The offered – the basic rate of pay offered is 323.60 to 368.40.
Q. And you're reading that from page 7 within Exhibit 7?
A. Yeah, Butler's Exhibit page 7, uh-huh, yes.
Q. All right. Flip now to what's Exhibit 10.
A. Okay.
Q. Does I-129 play a role in determining what the offered wage is?
MS. GORMAN: Do you want to point her to a specific page or you just want her to do –
MR. PIERCE: Not – not yet. Actually, it was a general question before I got specific.
BY MR. PIERCE:
Q. Does the I-129 play a role in determining what the offered wage is?
A. Well, the itinerary is on the back and it

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has the different prevailing rates for the different areas.
Q. Okay. Well, I'm not asking you to look at the exhibit yet.
A. Oh.
Q. I'm just asking –
A. Too late.
MS. GORMAN: She's in Exhibit 10 now.
BY MR. PIERCE:
Q. Hold on a second. We're not ready to go there.
A. Oh, I thought you said turn to Exhibit 10. Sorry.
Q. I got a little bit ahead of myself and created my own problem. I'm speaking very generally right now. Does the I-129 play a role in determining the offered wage?
A. To determine compliance, I look at the certified 9142, what the rate of pay is.
Q. Okay. And you, therefore, think that the I-129 plays no role in determining what the rate of pay or the offered wage is, correct?
A. No. You have – well, I'm already looking at it. Sorry. I don't know.
Q. Your answer to my question is that you

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don't know?
A. What's the question?
Q. Does the I-129 play a role in determining the rate of pay or the offered wage?
A. I don't know. That's my answer.
Q. Okay. Now look at Exhibit 10.
A. Okay.
Q. On page 6, do you see towards the top where there's a line that says question number 8, wages per week as per attached? Do you see that?
A. Yes.
Q. And then go to page 8, same exhibit. Do you see the line towards the top that says employer will pay the variable prevailing wage as per the 9142 and the itemized itinerary? Do you see that language?
A. Yes.
Q. All right. And then flip to page 14, do you see towards the top that the employer will be paying a variable weekly wage as follows, and it lists both a wage by the hour and by the week?
A. Yes.
Q. Do you see that?
A. Yes.
Q. So having now seen and looked at the 9142

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and the I-129, has your answer changed as to what the offered wage was?
MS. GORMAN: You're asking if her answer to your previous question has changed?
BY MR. PIERCE:
Q. Yes. Previously you said the offered wage was $323 and change through $368. The I-129 refers to both and hourly and a weekly figure.
A. Well, I think that the range listed on page 7 of the 9142 – your page 7 on the 9142, is the range of the weekly pays for the different localities.
Q. Okay. If you look at, now, Exhibit 7, page 14, do you see in the third bullet – are you with me?
A. Yep.
Q. Do you see the third bullet where it says wages to be paid as either weekly or hourly salary? Do you see that?
A. Yes.
Q. Okay. Does that suggest that Butler has a choice of using the hourly rate or a weekly rate?
A. Choice. Well, the way it's written it says depending upon applicable wage laws, wage to be paid as either weekly or hourly. I would take that

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as it's going to depend on what the applicable wage laws are whether or not they pay weekly or salary, not just a choice.
Q. But what does that mean if it doesn't mean that Butler gets to choose?
A. I would assume they're trying to be in compliance with the applicable wage laws and, therefore, would pay either weekly or hourly, depending on those applicable wage laws, but I don't know.
Q. So you're suggesting that if there's a requirement somewhere, that they must pay weekly then they will do that, otherwise they have a choice?
A. Depending -- the way I'm reading this bullet, depending upon applicable wage laws, wage to be paid as either weekly or hourly salary. So they would pay that either weekly or hourly, depending upon the wage laws in the place where they are at that particular time.
MS. GORMAN: I'm going to object to this line of questioning. This calls for speculation.
BY MR. PIERCE:
Q. Ms. Aguilar, have you ever heard of a prepayment plan?

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A. No. Only for a phone.
Q. I promise I'm not asking you about your phone.
A. Okay.
Q. That term doesn't mean anything to you at all?
A. No.
Q. Have you heard of the Wage & Hour Division Field Operations Handbook?
A. Yes.
Q. That's sort of like the bible that you all work with, correct?
A. It's guidance.
Q. It's authoritative and it's something that you apply routinely in your job, correct?
A. It's guidance that we use in conjunction and with other guidance to enforce the laws that we enforce. Yes.
Q. Do you know what a Wage & Hour Division opinion letter is?
A. Yes.
Q. And you would regard those as authoritative and something that you from time to time must rely upon and deal with in your job?
A. Yes.

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Q. Correct?
A. Yes.
Q. And are you aware that the Field Operations Handbook and well over a dozen opinion letters have endorsed the propriety of a prepayment plan? Does that mean anything to you?
A. No.
Q. Okay. Are you familiar with -- I'm going to now use some colloquial terms to try and get the idea across. Are you familiar with the concept where employers pay a predictable amount but they are tracking the hours and as the -- if they are overpaying, that becomes credit that is available to them later in the season --
A. No.
Q. -- if hours -- if hours increase?
A. Was your question if I'm familiar with that?
Q. Yeah. Are you familiar with --
A. No.
Q. -- a concept like that?
A. Yeah. No.
Q. All right. But certainly if it was endorsed by the Field Operations Handbook and the Wage & Hour Division's own opinion letters, you

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would accept that as authoritative would you not?
A. I would have to look at that in conjunction with other guidance.
Q. What other guidance are you aware that has a bearing on whether or not an employer can pay -- overpay in advance and then have that money available in the future in the event that more hours are worked?
A. Never heard of that before. I would have to research it. I would be highly suspect of that practice and I would definitely research it.
Q. And given that you've not heard of it -- I'm going to ask the question even though the answer should be obvious -- you're not aware of whether that is a common practice in the amusement industry are you?
A. No.
Q. Flip if you would to Exhibit 14.
A. Okay.
Q. Do you recognize Exhibit 14 --
A. Give me one second.
MS. GORMAN: Hold on.
THE WITNESS: This binder is not cooperating.
MS. GORMAN: The binder is falling apart

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so she's having trouble flipping the pages.
THE WITNESS: Okay. I'm there.
BY MR. PIERCE:
Q. Do you recognize Exhibit 14 as the original back wage calculation that you provided to me on November 22 of 2013?
A. Yes.
Q. And in the middle of the page under the column marked period covered by workweek pending, you have the folks working -- beginning that season on February the 2nd of 2013?
A. Yes.
Q. All right. And then -- so that's the workweek that ended on February the 2nd, correct?
A. That's what it says here. And I would have to check in our electronic system that produces this document where the actual day in which we started the pay period. So it could have been -- or the calculations. It just will pull the week ending dates depending on -- like, for example, if it was computed -- the back wages were computed, like, from 1/31/2013, it would just pull whatever the workweek ending date is. So it doesn't necessarily mean there's a full workweek. Does that make sense?
Q. Yes.

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A. Okay.
Q. But you would agree that folks were working at least by February the 2nd of 2013, for that season, correct?
A. That's what the back wages computed on this document.
Q. And so if I then direct you to Exhibit 26 --
A. Okay.
Q. -- do you see on the second page --
A. Yes.
Q. -- at the top, Gustavo Gamero, he's one of the individuals involved. It actually shows him, in fact, with an hour worked on that very day, February the 2nd of 2013, correct?
A. Well, it's actually -- it says breaks -1, total hours 1, so I'm kind of confused.
Q. Right. And then total hours --
A. And then it says out -- it also says off for in and out.
Q. The total hours of 1 and 6 --
A. Yes.
Q. -- then are added up as 7 hours total.
A. Yes.
Q. Do you see that?

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A. I do.
Q. Okay. So that would suggest that he did work -- shortly, but he did work on February the 2nd of 2013, and it was consistent with the information that you were reporting on your -- my exhibit 14, page 1.
A. Well, so, your Exhibit 14 says that there were back wages computed for that time period including whatever days or hours for workweek ending 2/2/2013.
Q. Okay. But that -- I think you've said already, and I'm just going to ask you to clarify to be sure that the pay period ending on February the 2nd would have been the six days prior plus February the 2nd, they could have worked any number of those days in order to qualify for a pay entry that begins with that February the 2nd date, correct?
A. Yes.
Q. Okay. Now, did you actually take the occasion to go through the payroll information to determine the number of hours that each of these individuals that are at issue worked during the weeks?
A. No.
Q. Why not?

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A. As I stated before, the hours that were reflected on these little copies of slips of paper were not determined to be as accurate as they could be. And also the back wages were computed based on the 40 hours that is listed on the 9142.
Q. One moment.
Let me ask you to look now at Exhibit 19.
A. Okay.
Q. Do you recognize this as the determination letter dated February the 6th of 2018?
A. Yes.
Q. In the first paragraph, your boss, I assume Thomas Silva, indicates that there was a prior letter that was sent in error. Do you see that?
A. Yes.
Q. He's referring to the letter that you sent, correct?
A. Oh, the letter that I signed on his behalf. Yes.
Q. All right. And that paragraph indicates that his letter dated February 26th rescinded and replaced the letter that you had signed a week earlier.
A. Correct.

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Q. Do you see that?
A. Yes.
Q. What does it mean to rescind and replace your letter?
A. That the error -- or the letter that was sent in error is to be disregarded and this is to be the determination letter. That's what that means.
Q. And the prior letter that you had sent in error effectively doesn't exist anymore. It doesn't have any impact. Do you agree with that?
A. Yes.
Q. Now, in the second paragraph of the determination letter it indicates that the period covered is February 1 through April 24. There's no change in that. That continues to be the case, correct?
A. Yes.
Q. And the fact that the covered period is February 1, does that mean that anyone actually was working on February 1 or that's just the time frame that your investigation included?
A. That's correct.
Q. Which one? It was an either or?
A. Oh, it's the period of investigation.
Q. All right. And it doesn't tell us whether

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anyone was actually working on February 1st.
A. Correct.
Q. We know that somebody was working February 2nd and possibly earlier because that's how it shows up in your back wage calculation in Exhibit 14, and because we saw the pay slips for Gustavo Gamero. Those -- that's some indication as to when the season started; agreed?
A. That -- so I'm sorry, what was your question?
Q. You agree that we know that the season started no later than February 2nd because that's the date that shows up in your back wage calculation and we looked at Gustavo Gamero's timesheet that same day, February 2nd?
MS. GORMAN: Objection; calls for speculation.
THE WITNESS: We determined when the season started when people were working based on a lot of information, also employee statements.
BY MR. PIERCE:
Q. Well, I read all those employee statements and there was a gentleman who claimed that he had started working in January. Do you remember that?
A. No.

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Q. There was several others that said they started in February but they never actually gave any specific dates. Do you remember that?
A. Possibly. Yeah, I'm not saying that the employee statements were the only source that we used to determine when the season started, but it was one of the sources.
Q. Okay. Well, having now looked at some of this, what is your opinion as to when the season started then?
A. I think the season started around -- I mean, when we computed back wages, so I don't know how many days prior to the 2nd. But clearly we were assuming people were working and so we computed back wages for them because they were working outside of their classification.
Q. They were at least working by February 2nd, and it may have been earlier; is that what you're saying?
A. Yeah.
Q. Okay. And if you would look again at Exhibit 7.
A. Okay.
Q. Specifically, page 1 and page 14. You would agree with me that the 9142 was submitted on

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November the 7th of 2012?
A. These are both dated that. I have no idea when it was submitted.
Q. Okay. And you would agree that whatever date the 9142 was submitted, it was certainly submitted some period of time before the labor certification itself was issued? You would agree with that, right?
A. I don't know their process but I would assume to issue it, they would have to have received an application. I don't know.
Q. Right. And the labor certification is marked as Exhibit 8, indicating that the labor certification issued on December 14th of 2012, correct?
A. You lost me. I'm sorry. What document are you referring to?
Q. Exhibit 8 indicates that the --
A. Eight. Okay. I'm sorry. I thought you said
A. Okay. Okay. I'm there, Exhibit 8.
Q. Exhibit 8 indicates that the labor certification was issued on December 14th of 2012?
A. Yes.
Q. Are you aware of any evidence that would

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have prevented the 2008 regulations from applying as soon as the labor certification was issued on December 14th of 2012?
A. No.
Q. And can we agree that this case is governed solely by the 2008 Department of Labor regulations?
A. Yes.
Q. The violations don't have anything to do, for example, with the current 2015 regulations, correct?
A. Correct.
Q. Next topic. Can we agree that –
THE WITNESS: Can we take a little break?
MS. GORMAN: Before you ask your question, the witness is asking for just a small break, Wayne.
MR. PIERCE: Yeah. Let's go off record.
(Whereupon, recess taken.)
MR. PIERCE: We're back on the record.
BY MR. PIERCE:
Q. Ms. Aguilar, can we agree that Butler Amusement was exempt from the Fair Labor Standards Act during the 2013 season that's at issue in this case?
MS. GORMAN: We're having a really hard

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time understanding that. I mean, you were just going in and out when you were asking the question.
MR. PIERCE: Okay.
THE WITNESS: I turned up the volume too, so that might help. Go ahead.
BY MR. PIERCE:
Q. Can we agree that Butler Amusements was exempt from the Fair Labor Standards Act during the 2013 season?
A. So the – I looked at exemptions under the FLSA and it appears – and I concluded in my findings that they did meet the exemption requirements for the seasonal minimum wage and overtime exemption.
Q. Okay. All right. So there's nothing – there's no dispute or I don't need to go through any exhibits with you to reprove what we have already agreed on, correct?
A. Well, to the extent that I determined that the exemption applied, no, we're in agreement.
Q. Okay. And I'm going to not show you some other exhibits that would have further solidified that and move on to the next topic.
Could you tell me what the term "credit" means in the Wage & Hour view?

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A. Well –
MS. GORMAN: Objection; overbroad. I mean, it's a non-specific question, but the witness can answer.
THE WITNESS: A lot of times, for example, in back wage computations employers will take a credit for maybe an advance they provided the employee or – I don't know. I'm not quite sure how to answer the question.
BY MR. PIERCE:
Q. All right. You're aware that there is a distinction between a deduction, a credit, and a kickback. Would you agree with that?
A. Yes.
Q. All right. Could you try as best you're able to distinguish what those three terms mean, what the difference is?
A. A deduction would be something that was removed from wages for, like, taxes are a good example of a statutory deduction. A credit might be a credit towards minimum wage, like a tip credit. We see that in a lot of cases. So that would be something the employer could take toward their obligations to pay minimum wage. And a kickback would be, as we see it, like, employees are issued

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back wage checks and the employer demands that they sign the check over back to the employer.
Q. Okay. What rules apply for credits when an H-2B employer is exempt from the Fair Labor Standards Act?
A. I don't know.
Q. Normally section 531 has rules related to credits?
A. Correct.
Q. But that only applies if you're covered by the FLSA, correct?
A. I'm not sure. I don't feel comfortable answering that without having a lot of time to research it.
Q. As you sit here today, are you aware of anything that would suggest that Fair Labor Standard credit rules apply to the Butler operation?
A. Can you give me an example of what you're talking about?
Q. Well, I'm going to get you some examples in a moment. I'm just trying to think if I can rephrase that. Given that we've agreed that the Butler Amusements was exempt from the Fair Labor Standards Act –
A. Okay. So I'm going to stop you. That's

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not what I agreed to. I said that the seasonal amusement and recreation -- I don't remember the title -- exemption applied to Butler Amusements.
Q. And, therefore, what conclusion are you drawing?
A. That they were not obligated to pay minimum wage and overtime.
Q. Okay. And are you suggesting that section 531 applies?
A. I'd have to look at it.
Q. So as you're sitting there today, you're just not sure if section 531 applies?
A. I'd want to look at it, correct.
Q. All right. And I'm talking about 29 CRF Section 531. You know what I'm referencing, correct?
A. 3(m) credit, yes.
Q. Okay. And are there any reasons that you're aware of today that would prohibit Butler Amusement from taking a credit for providing a bunkhouse in which the employees were able to live?
A. Well, typically for housing, if it's not - - we would very closely look at any employer who is taking any credit, right? And in regards to housing or anything they want to take a 3(m) credit for we

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have to determine whether it's for the benefit of the employer or the employee, along with a host of other things.
Q. Are you finished?
A. Yes.
Q. All right. But the primary benefit rule that you're referencing, that's a concept under Section 531 that applies to FLSA employers, correct?
A. It applies -- the 531 is talking about 3(m) credit, which is directly from FLSA.
Q. Is there anything in the 2008 regulations that suggest that Section 531 applies to FLSA exempt employers?
A. No.
Q. You agree with me, do you not, that all of the violations at issue in this case are governed by the 2008 Department of Labor regulations for the H-2B program?
MS. GORMAN: Objection; asked and answered.
THE WITNESS: Yes.
BY MR. PIERCE:
Q. And if there is nothing in the H-2B regulations requiring an exempt employer to comply with Section 531, what is left for you to go

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research?
A. Not every single issue that could possibly come up with every investigation is going to be specified in the regs.
Q. All right. I think this is my turn to ask you, could you give me an example on that?
A. The regs don't specifically say that employers need to provide -- oh, I don't want to -- I can't. No, I'm not going to give you an example. Sorry.
Q. All right. Other that the primary benefit rule that is contained in Section 531, can you think of any other reason why Butler would not be entitled to take a bunkhouse credit for providing of that service to the workers?
A. We'd have to determine if the housing was required or optional and if it met all safety standards based on wherever the housing was.
Q. Any other reasons?
A. That's all I can think of at this point.
Q. All right. And three things that you've pointed to now, the primary benefit rule, whether it was optional or required, and whether it met safety standards, those are all actually included in Section 531, are they not?

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A. I don't know.
Q. Okay. You're not aware -- you're not aware of where those came from, the requirement for optional versus required and complying with safety standards?
A. I'm not sure if it's in 531 or it's in other guidance material that I've looked at throughout my job here.
Q. All right. Well, in the event that I am wrong, which has happened, are you able to specify where else this optional versus required and must meet safety standards could be found if it's not in 531?
A. Not without going and researching.
Q. Okay. So your testimony is that as long as Butler either meets or is exempt from Section 531's primary benefit rule, the optional versus required, and complies with safety standards, therefore, Butler would be entitled to a credit for providing of the bunkhouse?
MS. GORMAN: Objection; mischaracterizes the witness' previous testimony.
THE WITNESS: I'm not sure I followed that entire train, sorry.
BY MR. PIERCE:

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Q. All right. Well, I'll try to restate it.
Setting aside whether Butler can show whether or not it's covered by the primary benefit rule, setting aside whether the bunkhouses were optional or required, and setting aside whether they met the necessary safety standards, you're not aware of any other reason why Butler could not have obtained a credit for providing the bunkhouse, correct?
A. Yes.
Q. Okay. Bear with me for a moment.
We covered this in a general way and I now want to ask a similar question in a specific way. Do you have any information as to whether the prevailing industry practice would change any of the answers you've just given on the ability to claim a credit for providing of a bunkhouse?
A. No. I don't know what the -- sorry, what was the question again?
Q. Well, let me ask it a different way.
A. Okay.
Q. Look in Exhibit 7.
A. Okay.
Q. And going now to page 14.
A. Okay.

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Q. About right in the middle of the page, underneath the third bullet, do you see the sentence that says if the wage to be paid is higher than the variable prevailing wage determination, the employer reserves the right to charge a fee for housing and transportation. Do you see that?
A. I do.
Q. Are you aware of any reasons that would prohibit Butler for charging a fee for the bunkhouses?
A. It's the same reasons that I had mentioned before.
Q. The same three regarding primary benefit, whether it's required, and whether it complied with safety standards, but no other reasons, correct?
A. Correct.
Q. Okay. Bear with me.
In Exhibit 31, which counsel were discussing during the break, which is not the most legible of exhibits.
A. Okay.
Q. At the very top of the first page of the Exhibit 31, there's a box where the CPA has stated his summary indicating that the bunkhouse cost basis per employee was $134.39.

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A. Yes.
Q. Do you have any basis for disputing the cost basis as calculated by the CPA?
A. I don't know what -- I can't really read what any of the things on which that number is calculated, so I don't know.
Q. Okay. Well, setting that aside, are you aware of anything else that would dispute how the cost basis was calculated by the CPA?
MS. GORMAN: I'm going to object to the extent that it calls for speculation. I don't think this witness is aware of anything calculated by the CPA.
MR. PIERCE: Well, that's fine. She can just say that and I'll take it.
THE WITNESS: What was the question again, please?
BY MR. PIERCE:
Q. Were you aware of any factual basis for disputing the amount of bunkhouse credit as calculated by the CPA in Exhibit 31?
A. I'm not aware.
Q. Okay. All right. Next topic.
Who paid the income taxes for the workers?
MS. GORMAN: Objection; calls for

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speculation.
THE WITNESS: I don't know.
BY MR. PIERCE:
Q. Okay. Are you aware of any evidence that would suggest that Butler did not pay the income tax for the workers involved in this case?
A. No.
Q. And just to show you one example, if you look on Exhibit 26, page 60.
A. Okay.
Q. Do you see the gentleman at the top of that is Omar Lopez who is one of the individuals involved in the case?
A. Yes.
Q. All right. And indicating that he was paid $525. That's the amount that his planned payment was for, you agree with that, it was $525?
A. Planned payment? What does that mean?
Q. That's the amount that he was being paid under his plan each week and the same amount that you have reflected in your Exhibit I. Do you remember that?
A. I don't know about a plan, but I believe that was his gross weekly wages.
Q. Okay. And then there's -- you've got $20

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draw for whatever reason. He took an advance or something. And his net pay in task is $525, correct?
A. That's what's reflected on this paper, yes.
Q. Okay. Do you have any reason to think that Omar Lopez paid any income tax on that $525?
A. I have no idea.
Q. Our witnesses will testify that the company paid for the employees' income taxes. Do you have any evidence to dispute that?
MS. GORMAN: Objection; asked and answered.
THE WITNESS: No.
BY MR. PIERCE:
Q. Do you have any evidence to dispute that Butler is entitled to recoup the amount of income taxes that was paid by them on behalf of these individuals?
A. I don't know.
Q. And when you say you don't know, you can't think of anything?
A. I don't know anything about taxes.
Q. All right. Let's move on to in-and-out-of-country travel. What are the rules that govern the employer under the 2008 rules for being able to

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recoup in-and-out-of-country travel related to an H-2B worker?
A. It's my understanding, not looking at the regs in front of me, that employers are required to pay for transportation from the point of recruitment in their home country to the job site.
Q. Okay. That's certainly the way it is now in the 2015 regulations, and how it is for FLSA employers.
A. What?
Q. Do you have any basis for believing that exempt H-2B employers are covered by that rule?
A. Can you we repeat the question?
Q. There's -- it's certainly the case that the 2015 rules require H-2B employers to pay in-and-out-of-country travel and that's a facet of the FLSA if covered by the FLSA.
My question is are you aware of anything specifically in the 2008 H-2B regulations that require an FLSA exempt employer to pay for in-and-out-of-country travel?
A. I don't think the 2008 rules discuss FLSA exempt employers specifically.
Q. And, therefore, what conclusion are you drawing?

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A. That we would require employers to pay for transportation from the point of recruitment.
Q. Right. But what's the basis for that? Where are you getting that from?
A. I think it's from the regs.
Q. Are you able to point to it or are you just --
A. I don't have the regs in front of me.
Q. Well, if you are, a copy is marked as Exhibit 76.
A. What number exhibit did you say?
Q. Seventy-six.
A. Okay. I'm at Exhibit 76.
Q. Well, I'm only showing that to you in case you think that you can put your finger on this responsibility that you think might be in there. I don't think it's in there so I don't have any page to point to. I don't think it's in there so I don't have any page to point to?
A. (Reviewing.)
Q. And you're looking now, correct?
A. Yeah. I don't -- I can't point to anything in the regs right now.
Q. Okay. So you have a memory that there may be something in there, you're just not sure where it

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might be?
A. Yes.
Q. All right. So let's move on now to Exhibit 35.
A. Okay.
Q. Have you seen this collection of expenses related to getting the guys out of the country?
A. No, I've never seen this.
Q. All right. And then if you look at Exhibit 34, this is a chart, a summary that was prepared by the CPA for the company indicating that getting the guys out of the country was about, oh, close to $25,000. Do you see that?
A. Well, it shows -- I'm just looking at this for the first time, and it looks like there's a total for airfare, 18,000, and bus fare 8,000.
Q. Right.
A. Is that the same document? Okay. Yeah.
Q. Yes.
A. Okay.
Q. And this is only to get them out of the country.
A. Okay.
Q. Do those numbers seem fair and reasonable to you?

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MS. GORMAN: Objection; calls for speculation.
THE WITNESS: I don't know.
BY MR. PIERCE:
Q. All right. Well, they're intended to measure the cost documents that are found in Exhibit 35. He simply took the documents that are found in 35 and put them into a chart form.
Okay. Do you have any basis to dispute that the calculation reflected in Exhibit 34 is not the cost basis for getting the guys out of the country?
A. No.
Q. Looking now at Exhibit 30 -- excuse me, Exhibit 24. Are you with me?
A. No. Hold on.
Okay. Yes.
Q. This is an Excel spreadsheet showing the 187 H-2B employers -- H-2B employees as they were arriving for the 2013 season.
A. Yes.
Q. Does that number, 187, sound about right to you?
A. Sure.
Q. All right. And then you see that the

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various individuals, for example, line 19 on the first page is Saul, S-A-U-L, Espudillo, E-S-P-U-D-I-L-L-O. He's the first individual that you had calculated back wages for. If you take that 187 employees, would it be a fair and reasonable basis to take them and divide them into the $25,000 and change of out-of-country travel reflected on Exhibit 34 in order to determine a per-employee cost?
A. Yes.
Q. And similarly, in order to have in-country travel, you would expect that in-country travel and out-of-country travel would be more or less the same?
A. Yeah.
Q. And therefore, if you do the math, 187 employees competing -- or contributing to $25,000 expense, that's about $143 and change per employee. Any reason to dispute that?
A. No.
Q. And then similarly, you see from the cost item there, you would expect that getting them into the country would generate a per-employee cost similar to getting them out of the country, correct?
A. Yes.
Q. Okay. Now, have you heard the term "local

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convenience travel"?
A. Yes.
Q. What are the rules regarding an H-2B employer's ability to recover for local convenience travel under the 2008 regulations?
A. I don't believe the regulations speak to that. I don't know if they do.
Q. You don't know if they speak to that as a specific item?
A. Correct.
Q. But do they have a rule that would apply?
A. I don't know.
MS. GORMAN: Did you say "rule"?
MR. PIERCE: Rule, I did say that.
BY MR. PIERCE:
Q. Let me just restate that so I make sure we're on the same page. You're not aware of whether or not the 2008 regulations placed any restrictions on the ability of an H-2B employer to recover for providing local convenience travel, correct?
A. Correct.
Q. All right. So now look at Exhibit 35. You see a bunch of expense items related to providing of local convenience travel. Do you have any basis to dispute the relevance or authenticity

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or anything else for these expense items for providing of local convenience travel?
A. No.
Q. All right. And flip now to Exhibit 36.
A. Yes.
Q. This is a chart also prepared by the company's CPA, which is hopefully much more legible than one of those charts, indicating on the first page that the cost for an employer to provide the various items that are necessary to provide local convenience travel, he calculated at $50.25; do you see that?
A. I see it.
Q. Do you have any basis to dispute that that is a proper calculation for the cost basis for Butler to provide local convenience travel?
A. No.
Q. Okay. All right. Let's move to another topic. Could you give me your understanding of the difference between a misrepresentation and a substantial failure?
A. Yes. Misrepresentation would be something that was known at the time of filing to be an error or incorrect. And a substantial failure would be failing to comply substantially with the terms and

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conditions outlined in the TEC.
Q. And so the misrepresentation occurs when?
A. When the TEC is signed before the workers are actually in the country.
Q. Signed and filed, right?
A. Sure. Yes.
Q. All right. And when does a substantial failure occur?
A. After the workers are here and the terms and conditions of the TEC are not complied with.
Q. All right. In this particular instance you have not charged that a misrepresentation occurred, correct?
A. Correct.
Q. Nor is there any factual basis for believing there was a misrepresentation, correct?
A. Well, on the determination letter, it was – the violation was cited as a substantial failure.
Q. I agree with that, but my question is a little bit different. You agree that there was no factual basis for charging of a misrepresentation, correct?
A. I don't know – the way we cited the violation was under substantial failure not under willful misrep.

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Q. Therefore, you're not contending that a misrepresentation occurred, correct?
A. That wasn't cited as a violation in this case, correct.
Q. All right. Now, in the case of a substantial failure, the allegation in the determination letter is that there was a single substantial failure. Do you agree with that?
A. Let me look at the determination letter. Can you tell me what exhibit that's under?
Q. Nineteen.
A. Thank you. What was the question again, please?
MR. PIERCE: Court reporter, can you help me out?
(Whereupon, record read as requested.)
THE WITNESS: Yes. It says what was the - - the failure was improper job classification.
BY MR. PIERCE:
Q. Okay. So if I use the term "misclassification," that would be one way of saying that somebody was working outside of what they were approved to do?
A. Yes.
Q. Correct?

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A. Yes.
Q. Are you aware of any belief within the Wage & Hour Division that a misclassification marked or should be charged as a willful misrepresentation under the 2008 regulations?
A. I'm not aware of that belief. I can tell you that's how it was cited in this case.
Q. Okay. And given that it was charged as a substantial failure, when did the failure occur?
A. When the employees were not performing the job duties of the amusement and recreation attendant. They were performing job duties of different occupations.
Q. And based on the calculations, that would be as soon as they started working the 2013 season, correct?
A. Based on the calculations, that's what they were doing during that season. Based on interview statements, they had been doing misclassified work for many seasons.
Q. Okay. But it started as soon as they started work there?
A. Yeah.
Q. All right. What are the relevant duties imposed on Butler Amusement found in the immigration

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statute? Are there any?
A. Can you repeat your question? It's difficult to hear you.
Q. Are there any relevant duties imposed by the immigration statute itself on Butler Amusement that Butler Amusement violated?
A. I don't understand. The violation was because they were approved to have recreation and amusement attendants work. And the work that these particular individuals that we found back wages for were not doing that kind of work. They were doing very different work.
Q. Okay. But I think you're agreeing with me. The immigration statute doesn't say anything about this classification. You have to go to the regulations to find that. Do you agree with that?
A. I don't know that I'm familiar with the statute.
Q. Okay. And under the – in order to be able to bring the citation that is found in the determination letter, you would agree that Butler Amusements must have been obligated to perform some sort of duty by a regulation, correct?
A. I'm confused.
Q. You would agree that in order to bring

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this particular citation --
A. Which citation are you talking about?
Q. The one found in Exhibit 19.
A. Are you talking about the summary of violations?
Q. Yes.
A. Okay. So what citation are you talking about?
Q. Well, I'm not -- I don't think it matters.
Actually, let me ask you this: You have a line there related to the I-129.
A. Okay.
Q. Is that a serious part of the case?
A. Serious part of the case? I don't know what you mean by that.
Q. Well, I've had other cases where, basically, your peers have told me I don't know even know why we cited to that. I was just told to put it in there because we were required to put it in there.
Is the reference to I-129 a serious part of the case?
A. It's serious enough to be referenced in the determination letter. And it explains here that the findings are that Butler was in violation of

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both the I-129 requirement and the corresponding 9142 application requirement.
Q. Understood.
A. Okay.
Q. Okay. And have you actually looked at part 5, question 1 that is referenced?
A. Not recently.
Q. Okay. And, therefore, you don't know what it specifically asks for?
A. Correct.
Q. Okay. You will find that at Exhibit 10, page 5.
A. Okay.
Q. And it asks for the title of the position.
A. Okay. Wait. Hold on, let me get there.
Got it.
Q. So my question is -- I'm trying to see if I can narrow down some of my questions.
A. Thank you.
Q. Since the alleged violation is in title of the position, is that a serious part of the case that I need to ask you about, or is that just sort of pro forma?
A. Well, you can ask me whatever you need to ask me. I'm not sure if I want to qualify any of

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the information in the determination letter as not serious.
Q. Okay. That's fine. That's fine.
On that page in the determination letter all the way over --
A. Can you -- I didn't --
Q. -- on the left-hand side --
A. I didn't mark it. What exhibit is it?
Q. Nineteen.
A. Thank you. Go ahead.
Q. On page 5, under the first left-hand column.
A. Yes.
Q. You see in the verbal description it references occupations?
A. Uh-huh.
Q. What is the definition of an occupation?
A. The job.
Q. Okay. And what's your basis for answering that way?
A. Common sense.
Q. Would you agree with me that occupation is not a defined term under the 2008 regulations?
A. I don't know. I'd have to go through the regs and see if occupation is defined.

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Q. But you would look in the definition section within the 2008 regulations to define the definitions, correct?
A. That's the first place I would start, yes.
Q. Okay. And no reason to think it would be found somewhere other than in the definition section in the 2008 regulations, correct?
A. I don't know. Typically, definitions are their own section.
Q. Well -- and I can send you back to Exhibit 76, and you can look at the definitions section, but will you accept that it's not in there?
A. Sure.
Q. And other than workers working outside of their occupations, there are no other factual allegations in the determination letter to support a violation, correct?
A. This is the only violation charged. Yep.
Q. Right. And is a violation of the 2008 Homeland Security regulations being charged in this case?
A. The determination says that it was found that Butler Amusements violated both an I-129 requirement and the corresponding 9142 requirement.
Q. Okay. I understand that. But it doesn't

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actually give a citation to the 2008 DHS regulations. It actually references to the form itself.
A. That's correct.
Q. So that's why I'm asking my question, is there an allegation in this case that the 2008 DHS regulations were violated?
A. I don't know.
Q. Now, in the 9142 line there in Exhibit 19, there are two citings -- supporting citations, attestation number 13, and 20 CFR 655.22(n). Those more or less say the same thing, don't they?
A. I don't know. I'd have to look at both of them.
Q. Well, look at Exhibit 7.
A. Okay.
Q. Page 11. That will give you attestation number 13.
A. Okay.
Q. Put your finger in there and go now to Exhibit 76.
THE WITNESS: Are we going to be taking a break for lunch at some point?
MR. PIERCE: You guys are -- all of you, including Kim, are going to let me know what your

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plan is. I don't eat lunch, so you tell me what your plan is.
THE WITNESS: I do. I need to have lunch at some point soon.
MS. GORMAN: It's 12:15 here. I think it's probably reasonable if we break within the next 15 minutes or half an hour or something like that. Something probably before 1:00.
MR. PIERCE: Okay.
MS. GORMAN: Whenever is a good time for you to suspend, Wayne.
THE WITNESS: Okay. I'm looking at 655.22(n) right now.
BY MR. PIERCE:
Q. Within Exhibit 76?
A. Yes.
Q. Okay. Can we agree that the wording in the attestation is pretty much a dead-on match per the actual regulation itself?
A. Yes.
Q. And that's -- what exactly in that phrasing is Butler being accused of falsely a failure to comply with?
A. Well, the number of positions would probably be inaccurate since 10 of the people, at

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least that we found, were performing outside of the classification listed on the TEC. And I'd have to reread the statement of temporary need, but I'm assuming it doesn't say that they need semi-truck drivers, and supervisors, and an admin person, and shop workers. So that would also be inaccurate since those are the positions in which those employees were exclusively employed during the time that they worked there.
Q. Okay. Well, I can understand we're going to have some questions about the reasons for temporary need. But are you now contending that there was a failure to comply as opposed to a misrepresentation as to the number of workers?
A. My point about the number of workers is that they indicated on the TEC they were seeking, I don't know, 200-plus amusement workers, when, in fact, part of that number were not amusement workers, they were working in other occupations.
Q. I understand that. But your testimony is, as I understand it, that they requested a number of workers that they didn't actually employ, when, in fact, they did employ them. That the number of worker positions being requested -- they did request that number. They got that number.

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A. But they weren't employed --
Q. Correct?
A. -- in the occupation that was stated on the TEC. They were employed in another occupation, which is the whole violation.
Q. I understand, but stick with what my point is. When you just now claim that there was a potential violation as to the number of workers, it does not say that those workers must be limited to assigned or requested job position, correct? It doesn't --
A. Okay. So the TEC is for a specific occupation. The number of workers that are on that -- requested on that TEC are for that occupation. You can't have a TEC for a janitor and bring in over 20 engineers. It's for a janitor. That's why it was certified. That's what we look for in compliance.
Q. All right. Where does it say that in attestation 13 or in the regulations?
A. The occupation has to be accurate? Aren't they signing on the TEC that what they have in the application is accurate? When you say 250 amusement attendants, you're not saying 240 amusement attendants and 10 other occupations that are supposed to be paid at a much higher rate. That's

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not what the application says.
Q. Okay. But where does the regulation prohibit that? I don't see it. Where is it?
A. I don't think the regulations go into that specific scenario.
Q. Okay. And is there any other basis in the regulations or the attestation to suggest that Butler violated something based on the number of workers that it was requesting?
A. I don't know.
Q. All right. Now, come back with me on where I thought this case was going in attestation 13, and in the corresponding regulation it talks about the reason for temporary need needing to be truly and accurately stated.
A. Okay.
Q. All right. Now, when you say truly and accurately stated, is that not the quintessential test for a misrepresentation?
A. I don't follow.
Q. Earlier I asked you for your understanding of the term misrepresentation versus substantial failure. And I thought you said something to the effect of a misrepresentation means that you were making a statement that wasn't true?

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A. At the time of filing of the application.
Q. Okay. In fact, that's what 13 -- attestation 13 and the corresponding regulation said, that the reason for temporary need must be truly and accurately stated on the application.
A. Yes.
Q. That's -- that is a -- that's only relevant if we're talking about a misrepresentation, correct?
A. Well, if -- you're saying -- can you repeat your position?
Q. How can there be a substantial failure to comply with attestation 13 when attestation 13 doesn't ask for anything more than a true representation in the application?
A. I'm confused. So the substantial failure was that they requested amusement attendants and the work that the individuals were performing was not amusement attendant. It was a much higher skilled, should-have-been-higher-paid job.
Q. Okay. I understand that.
A. Okay.
Q. And I'm focusing on attestation 13 so I don't have to volley back and forth. Attestation 13 on its face is limited to the truthfulness of the

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representation in the 9142, correct?
A. Yes.
Q. And that means that if you're going to violate attestation 13, you can only do that as a misrepresentation?
A. No, that's not our position. That's why we cite it as a violation of substantial failure, which is listed in the determination letter.
Q. Okay. But how could you have a violation of attestation 13 unless it was a misrepresentation in the application?
A. Well, it could have been, hypothetically speaking, an employer really wants to have janitors come in at the time of the filing of the application, and it's true at that time. But then they came in and they put them to work doing something else.
Q. Okay. Just a moment. Okay.
On the reasons for temporary need, what is it you think that means?
A. A justification to use the H-2B program.
Q. And where would you go to find whether the reasons for temporary need have been truly and accurately stated on the application?
A. Well, I would probably read them on the

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application, and then based on the results of the investigation determine if they were followed through.
Q. Okay. Exhibit 7 is the application, where do you go to find the reasons for the temporary need?
MS. GORMAN: I'm going to object because I believe it calls for speculation.
THE WITNESS: Where would I go to -- there's a letter, Exhibit 7, page 19, that talks about the temporary need. Is that what you're talking --
BY MR. PIERCE:
Q. It's statement of temporary need.
A. Okay. I'm not following your question.
Q. Is there anywhere else other than the statement of temporary need that you would go to find the reasons for temporary need?
A. No, I don't think so.
Q. Okay. And now, since we've narrowed it down to page 19 of Exhibit 7, what exactly in page 19 is false?
A. I don't know.
Q. Is there anything you see on page 19, the statement of temporary need, that you believe is

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false?
A. Not on its face.
Q. Okay. Can you tell me the definition of the term "job offer"?
A. No. Is it in the regs? I can look it up again but --
Q. To be honest with you, it's not in the regulations.
A. Okay.
Q. Do you have a definition for the word "job description"?
MS. GORMAN: The word what?
THE WITNESS: Job description?
BY MR. PIERCE:
Q. Job -- yes.
A. The duties to be performed on the job.
Q. And where are you drawing that definition from?
A. Common sense.
Q. Are you aware of anything in the regulation that would back up what you just said?
A. No.
Q. Are you aware of any regulatory duty for how -- under the 2008 regulations for how an H-2B employer is required to describe a job offer or a

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job description?
A. No.
Q. And, in fact, it's true, is it not, that absolutely nothing in the 2008 regulations actually limits an H-2B employer to a specific occupation, correct?
A. I don't know.
THE WITNESS: I'd like point out the time. If we would could, I feel like I really need a break.
MR. PIERCE: Can you give me like three more minutes?
THE WITNESS: Sure.
MR. PIERCE: Look at -- all right. Let's do this, let's take a break. Let's go off the record.
THE REPORTER: Off the record.
(Whereupon, recess taken.)
MR. PIERCE: Let's now go on the record.
THE REPORTER: Okay. On the record.
BY MR. PIERCE:
Q. Ms. Aguilar, when we broke for lunch, I believe you had indicated that you did not know where in the 2008 regulations there were any limitations on limiting an H-2B worker to the job

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requested. And what I would like to do now is -- oh, and before that, we had also talked about how I tried to suggest that attestation 13 really was limited to a local misrepresentation. Do you remember that --
A. Yes.
Q. -- line of questions? Okay. Now, what I would like you to do is flip to Exhibit 96.
A. Okay.
Q. On the third page.
A. Okay.
Q. Do you see towards the bottom, there's a -- - in the left-hand column it says certified occupation?
A. Yes.
Q. And in the -- this is a side-by-side comparison of what boss -- your bosses at the Division referred to as the 2009 regulations. You and I would agree that there are no 2009 regulations, but there are 2008 regulations, right?
A. Yes.
Q. And they were at one time to have been replaced by the 2012 program rule changes, but those were subject to an injection and never actually got rolled out. Do you remember that?

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A. Yep.
Q. But before the injunction, the Division issued this side-by-side comparison, and on the third page in the column -- or the row related to certified occupation, it indicates that inaccurate statements on the 9142 regarding the occupation of job duties may be pursued as willful misrepresentations. Do you see that?
A. I do.
Q. And then in the new rules it specifically says "New. Employers may not place H-2B workers in a job opportunity not certified on the application."
So my question from right before lunch that I'll repeat is, in fact, the 2008 regulations do not limit the employer or require the employer to limit an H-2B employee to the certified position, do they?
A. That's certainly not our enforcement position.
Q. All right. Well, am I reading this summary wrong?
A. So it says here on the left side, inaccurate statements on the application regarding the occupation and job duties may be pursued as willful misrepresentation of the act. I don't --

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Q. It does?
A. Yes.
Q. All right. And you didn't charge willful misrepresentation in this case, right? We went over that.
A. Yes. Yes.
Q. Okay. And then there was a change where the 2012 rules were to have specifically changed that to prohibit what it is that you charged the other folks with having violated. Do you see that?
A. Well, I don't know if that talks about specific change in the regs.
Q. Well, it does say -- it says it's new.
MS. GORMAN: Was this document created by the Wage & Hour Division?
MR. PIERCE: It sure was, off their website.
THE WITNESS: Okay. What's your question?
BY MR. PIERCE:
Q. Well, let's now flip, if you would, to Exhibit 101.
A. Okay.
Q. This is a renewal of what we just looked at in Exhibit 96, but now what they're comparing is the 2008 regulations with the brand new and current

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2015 rules, correct?
A. Yes, that's what it looks like.
Q. So if you go now to page 5, you see the exact same line item that we just went over for certified occupation. Do you see that?
A. Right.
Q. Okay. So here, again, is the 2015 rules again saying it's new, that the --
A. Yeah. What it's referring to is that it's new that it's specified but under the 2009 that's referred to here. But under the 2008 regs that we used during the Butler investigation, the way we captured that violation is it was an inaccurate statement about the occupation. So I think the new is that it's specified in the regs.
Q. But you --
A. That's how I'm reading this document.
Q. So you charged this, though, as a substantial failure?
A. Yes.
Q. There's some sort of noncompliance during the operating season. There was not under your charge a misrepresentation, correct?
A. Yes.
Q. So there was a hole in the 2008

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regulations, wasn't there?
A. No. There's nothing indicating that the employer can substantial -- cannot substantially fail to comply with what they have certified in the TEC, which in this case was employing amusement and ride attendants.
Q. Okay. And where did it say that?
A. Because it's inaccurate. It's not -- they certified that they needed amusement attendants, and they were going to employ amusement attendants and they employed 10 people outside of that occupation. That's the violation.
Q. I understand. But we're not charged with misrepresenting any of those facts?
A. That's correct.
Q. We've agreed on that.
A. That's what -- yes.
Q. All right. And earlier when you indicated that the reasons for temporary need would be found in the statement of temporary need, do you remember that line of testimony?
A. Yep.
Q. You're familiar with the process for requesting a prevailing wage determination, are you not?

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A. No.
Q. You're not familiar with that?
A. I know that the OFLC data is used, and it has listed an H-2B rate, but I've never filled out a TEC myself or advised employers, because that's not what we do.
Q. Okay. But are you aware that in order to start the application process, the first thing that an employer must accomplish is to submit a 9141 on which they will request a prevailing wage determination?
A. I don't know that's the sequence in which things are submitted.
Q. Are you familiar with how a prevailing wage determination is produced?
A. No.
Q. Are you familiar with why it's even important to get a prevailing wage determination?
A. In order to know what rate to pay for the specific --
Q. All right.
A. -- occupation listed on the TEC.
Q. Okay. And requesting to get a pay rate doesn't have anything to do with the reasons for the temporary need, right?

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A. I don't know.
Q. Okay. The reason for the temporary need is -- and the reason why that's important is you have to be able to show that you have a seasonal, a one-time, a peak load, or an intermittent need, correct?
A. Those are decisions made by ETA, not by Wage & Hour.
Q. I understand. But in order to establish the reasons for temporary need, you have to have a factual basis to show that you need one of those four categories of temporary need, correct?
A. I don't know how they make their determination.
Q. Are you familiar with the four categories of temporary need H-2B program?
A. Not really.
Q. Are you familiar that you have to state the reasons for why you qualify for a temporary need?
A. I know that I see that in the TECs that I've looked at as part of my investigations and as a manager.
Q. And -- right. And that's found in the statement of temporary need, correct?

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A. Yes.
Q. Okay. I'm going to ask these -- I think I know the answer, but I'm going to ask anyway. Have you ever actually read the instruction booklet for how to fill out the 9141 application for prevailing wage determination?
A. No.
Q. Have you ever actually reviewed a 9141 PWD request?
A. No.
Q. Have you ever actually reviewed the instructions for completing the 9142?
A. No.
Q. Okay. And, therefore, you have no idea what they might say about how to go about stating reasons for temporary need, correct?
A. I haven't read them, so, no.
Q. Okay. Have you read the instruction booklet that goes along for how to complete the I-129?
A. No.
Q. Do you know whether there are any instructions, relevant instructions for how to complete the job title portion of the I-129?
A. No.

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Q. Do you know whether the USCIS regulations have any requirements for how to go about stating the job title on an H-2B I-129?
A. No.
Q. Do you know whether the DOL 2008 regulations say anything about how to go about stating a job title?
A. No.
Q. Do you know whether the 2008 DOL regulations say anything about how to go about stating the SOC code?
A. No.
Q. Do you know whether only guidance related to how to determine the SOC code is not found in a Department of Labor regulation, it's only found in a subregulatory guidance document?
A. No.
Q. Are you charging Butler with failing to comply with a subregulatory guidance document in this thing?
A. Wow. No.
Q. Are you aware of any requirement to state every single job duty when applying for a 9141 prevailing wage request?
A. No.

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Q. Are you aware of any obligation to state every single job duty when applying for a 9142?
A. No.
Q. Are you aware of the rules for determining SOC codes as they existed in the 2013 season?
A. No.
Q. Are you charging Butler in this case with failing to comply with the guidance documents for how to determine SOC codes?
A. No.
Q. Are you aware that the SOC codes were revised substantially in the year 2010?
A. No.
Q. You had indicated that in an affidavit last week, I believe, that you have not heard of the incidental duty rule. Is that still the case?
A. Yes. I hadn't heard about it before you brought it up.
Q. All right. Have you heard about it now?
A. Well, now, in the context of this, yes. But I still don't know what it means.
Q. Oh, you still don't know what it means?
A. No.
Q. Okay. Therefore, you're not aware of any rule or regulation or guidance document that talks

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about when it's appropriate for a worker to do things that aren't technically within the job code, correct?
A. I'm not aware of that. No.
Q. Have you ever heard of a dual position rule?
A. No.
Q. Are you aware of any rule or subregulatory rule that applies when a position involves duties that fall within one job code but also fall within another job code?
A. No.
Q. Are you aware of any rules that apply either by regulation or subregulatory when a position involves one particular set of job duties and supervisory responsibilities?
A. No.
Q. Okay. Who actually made the determination for what would have been the appropriate job codes for the individuals that are involved in this case?
A. Me.
Q. Did you consult with anyone?
A. No. But the case was reviewed by my supervisor, and it was reviewed by the regional office and the national office.

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Q. Okay. Given that you've never worked for OFLC, never job coded under the H-2B regulations, what do you believe qualifies you to be able to determine appropriate job codes for these individuals?
A. Well, I had descriptions of what job duties they were performing, and I went to the OF -- whatever the website is where you can pull the SOC codes and the H-2B rates, and I determined based on job duties what would most be closely aligned with the work that was actually being performed. Similar to what I had done as an investigator when we have misclassifications on government contract work. We use a dictionary of occupations for the SCA, and then there's different ways that we can determine the proper prevailing wage rate for government -- or for Davis Bacon government contracts job. And also I had coded hundreds, probably thousands of jobs when I was posting job listings at the Oregon Employment Department.
Q. In that answer, Ms. Aguilar, you used the phrase "most closely aligned."
A. Yes.
Q. Is that the appropriate standard under the 9142 instruction booklet?

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A. As I've stated, I have not read the instruction booklet.
Q. Is that the appropriate standard for determining the job code under the 9142 itself?
A. I don't know.
Q. Is that the appropriate standard for determining the appropriate job title under the I-129?
A. I don't know.
Q. And point of fact, there are a number of texts for determining the appropriate job code. Did you know that?
A. No.
Q. Okay. Let's move to another element. Would you agree that in order to bring the allegations against the Butler Company that you need to have evidence that the Butler Company knew that the regulatory duties that you have cited apply to them. Would you agree with that?
A. So the question again?
Q. Would you agree that in order to bring the validation, you need evidence that Butler knew that the regulatory duties you have charged apply to them?
A. No.

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Q. You're not aware of that?
A. No.
Q. Okay. How is it that you're going to be able to prove a knowing or reckless violation if you can't show that they knew that the regulations applied to them?
A. So it's based on the signed TEC that said that they were going to bring individuals to this country to perform as ride attendants. And they did not do that. They did that, plus they brought people over to work as these other occupation.
Q. All right. And your charge -- your allegation in this case is that they failed to accurately state the reason for the temporary need --
A. That's the --
Q. -- right?
A. The determination letter -- let me go back to it -- says they substantially failed to comply. They didn't bring them in as ride attendants. They brought them in and worked them as semi-truck drivers, shop workers, admin personnel and supervisors.
Q. Okay. But I think we've already established that the 2008 regulations don't actually

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impose that restriction.
A. I don't -- excuse me? What?
Q. Are you now suggesting that there's somewhere in the 2008 regulations that impose the restriction that those workers could not work outside of the job code?
A. The findings were that they were not employed in the occupations that Butler stated and certified that they needed. That was the finding. That was the violation that we cited.
Q. I understand that.
A. Okay.
Q. But are you suggesting that there's somewhere in the 2008 regulations that, in fact, say that was improper?
A. I don't know.
Q. Just a moment.
Other than the statement of temporary need that we've looked at and you've testified to previously, do you have any reason to believe that any other information qualifies as a reason for temporary need?
MS. GORMAN: Objection; calls for speculation.
THE WITNESS: I don't know.

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BY MR. PIERCE:
Q. Are you aware that the Office of the Inspector General issued a finding earlier this year? Were you aware of that?
A. Which office of Inspector General? Like, what --
Q. Department of Labor issued a fairly extensive report that contained their suggestions for how to improve the H-2B application document, the 9142?
A. Yeah. Nope, not aware of that.
Q. All right. And you're not aware that they recommended that if there was a violation it needed to be immediately above where the employer signed. You're not aware of that either?
A. No.
Q. Would you agree that it would be a good idea to list the information immediately above the signature because it increases the likelihood of being able to show that the employer, in fact, knew of a particular duty?
A. I don't even know how to answer that. I don't -- what's the question?
Q. Would you agree that listing the regulatory duty immediately above where the employer signs increases the likelihood of being able to show that the employer, in fact, knew that what they were doing was wrong?
A. I have no idea.
Q. Okay. Would you agree that in order to be able to prove your case, you need to have evidence that we violated a regulatory duty?
MS. GORMAN: Objection to the extent that it calls for a legal conclusion and it calls for speculation.
THE WITNESS: I don't know.
BY MR. PIERCE:
Q. Okay. But isn't that why we're here, because you are going to meet your burden that we violated a regulatory duty?
MS. GORMAN: Your question is is that why we're here?
MR. PIERCE: Yes, uh-huh.
MS. GORMAN: Same objections.
THE WITNESS: I believe we're here because you don't agree with the findings that were listed in the determination letter.
BY MR. PIERCE:
Q. We're also here because you have a burden to be able to show that we violated a regulatory duty, correct?
MS. GORMAN: Same objections. Calls for a legal conclusion and speculation.
THE WITNESS: I believe we're here because you requested a hearing after receiving the determination letter.
BY MR. PIERCE:
Q. All right. Then let me ask it this way: What evidence do you have that we violated a regulatory provision in the 2008 regulations?
MS. GORMAN: Objection; asked and answered.
THE WITNESS: We have evidence that employees who were brought here under a certified TEC under one occupation were performing another occupation, and they were paid less than they should have been.
BY MR. PIERCE:
Q. Okay. What evidence do you have that the job titles that was listed for these individuals was false?
A. The job titles?
Q. Yes.
A. Because they weren't performing amusement ride attendant job duties.

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Q. What evidence do you have that the SOC code that was listed as suggested was false?
A. They weren't performing the duties that were associated with the ride attendant SOC code.
Q. Okay. Are you aware that there is a search function that's available through OFLC where you can put in a suggested job title and it will spit out in response suggested SOC codes?
A. Nope. Not aware of that feature.
Q. All right. If you were to put in the job title of amusement supervisor, do you have any idea what the first suggested job code would be?
MS. GORMAN: Objection; calls for speculation.
THE WITNESS: I don't know.
BY MR. PIERCE:
Q. Okay. Could you flip to Exhibit 67.
A. Okay.
Q. Do you see at the top of page 1 of Exhibit 67, I did, in fact, do a title search for amusement supervisor and that the number one matching job code was, in fact, what we requested, 39-3091.
A. This is based on a two-word word search; is that correct?
Q. That's what -- that was the search. The

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search title is there, yes.
MS. GORMAN: And what's the question? Is she aware that you did the search?
BY MR. PIERCE:
Q. Are you aware that that's the response that any employer would have gotten?
MS. GORMAN: Objection; calls speculation.
THE WITNESS: I have no idea.
BY MR. PIERCE:
Q. Okay. And if you were to do a similar search for the phrase "amusement mechanic," do you have any idea what that would result in?
MS. GORMAN: Objection; calls for speculation.
THE WITNESS: I would imagine because it contains the word "amusement" it would have amusement and recreation attendants, since I'm not seeing anything else on the list that contains that word "amusement." If you keep putting that in the search function, it's going to pull up the same results.
BY MR. PIERCE:
Q. Well, is there anything underhanded that an amusement company might phrase the job code to be amusement mechanic?

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MS. GORMAN: Objection; calls for speculation.
BY MR. PIERCE:
Q. Doesn't that seem reasonable?
MS. GORMAN: Which question are you asking?
BY MR. PIERCE:
Q. Doesn't it seem reasonable that an employer who is in the amusement industry, if they wanted to emphasize a mechanical aspect of it, would request or inquire about an amusement mechanic?
MS. GORMAN: Objection; calls for speculation.
THE WITNESS: I would imagine that if I was trying to find different occupations for different jobs, and I kept putting in the same word, and clearly the only results that contained that word are one, amusement and recreation attendant, I would try a different search, but I have no reason to do that.
BY MR. PIERCE:
Q. Was there anything in the regulations that says you're supposed to do what you just said?
A. I have no idea.
Q. Okay. If you would flip to Exhibit 63.

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A. Okay.
Q. And you see, in fact, we did do a search for amusement mechanic and that the number one feedback was 39-3091; do you see that?
A. It's also the only one that contains the word "amusement."
Q. And if I ask you the same questions regarding job title amusement driver, what do you think that would result in?
MS. GORMAN: Objection; calls for speculation.
THE WITNESS: I believe it pulls up the same result, because again, on this multi-page list of results that's the only result that has the word "amusement" in it. So if you keep searching for amusement, it's going to probably pull up the one that has amusement in it first. But I didn't program the website. I don't know.
BY MR. PIERCE:
Q. So, in fact, if you go to Exhibit 58, in fact, you're absolutely right, that is what happens, doesn't it?
A. 5-8?
Q. Yes.
A. Yep. Okay.

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Q. Are you aware of any regulatory requirement that specifies how much detail an employer must provide when submitting a 9142?
A. No.
Q. Are you aware of any subregulatory requirement for how much detail must be provided when requesting a 9142?
A. No.
Q. All right. Earlier you indicated that you had information regarding job duties for these individuals, and that -- I believe your phrase was "most closely aligned" allowed you to make these alternative job codes. Was the factual basis on which you relied to determine these job duties for these other individuals?
MS. GORMAN: Objection; asked and answered.
THE WITNESS: It was based on interview statements and observation.
BY MR. PIERCE:
Q. All right. Well, I read all of you interview statements or at least what I would hope is all of your interview statements. And there's one that is from a supervisor. Does that sound right, you interviewed one supervisor?

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A. What's the question?
Q. Do you agree that you interviewed only one of the two individuals who was an amusement -- you had categorized as an amusement supervisor?
A. I don't remember.
Q. I also saw a witness statement for someone who you would describe as an amusement mechanic. Do you remember if you only interviewed one out of the two?
A. I don't remember that either.
Q. All right. I also saw a witness statement from somebody that you would describe as an amusement driver. Do you remember if you only interviewed one out of five?
A. I don't remember.
Q. All right. But it was those witness statements that provided you the factual basis, correct?
A. No. Other documents provided -- you provided from Butler have -- like, by the pay it says whatever the individual's name is and then driver and then his pay rate. There's a couple spreadsheets too, along with those, like, little pay slips.
Q. Okay. So we have a title or a label for

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them, you're saying, in some of our documents. Correct?
A. The job title, job description, yeah, that's what I saw in the records.
Q. And that was only the case for one or more of the drivers, correct?
A. I don't know. It could have been -- I believe the supervisors are listed. I'd have to take a look at the file. I mean, we have it here in your -- what is this, twenty --
MS. GORMAN: Six.
THE WITNESS: -- six.
BY MR. PIERCE:
Q. You're looking at the payroll information in Exhibit 26?
A. The binder, sorry. Yeah. Yeah. It's, like, a column, too, on some of the spreadsheets. It says the ride, but some of them are classified as driver, office.
Q. Are you looking at a specific page or are you just talking generally?
A. I'm -- excuse me. I'm specifically looking at page 657 on 26. I'm just flipping through to see another example if I can.
My point is that I saw it in the employer

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records as well.
Q. Perfect. Then in addition to the witness statements that I think I have and the employment records -- or payroll records that had label attached to some of the names, I heard you say a third towards -- which was personal observation. What did you personally observe regarding job duties for any of these specific individuals?
A. For example, the office admin person was performing work in a trailer that had binders everywhere, containing paperwork and -- can I have just one second to talk to my attorney?
MR. PIERCE: Well, that's proper if it concerns a privilege question, but if it doesn't concern privilege, I don't think it's regarded as proper.
MS. GORMAN: Can you answer without revealing the identity of any person who spoke with you?
THE WITNESS: Yeah. So -- yeah, I observed. Okay. I observed -- yes, I can. That was what I was going to. I was not trying to be improper, just trying to make sure I'm doing my job correctly.
Personal observations included, you know,

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watching the admin person perform work in a trailer that contained binders and binders full of paperwork and safety information about the different rides, and witness statements indicating that that person's only job was administrative.
MS. GORMAN: The question now is just about your personal observations.
THE WITNESS: Okay.
MS. GORMAN: Okay. So just to be clear that we're not venturing into privilege worlds.
THE WITNESS: Okay.
MS. GORMAN: This is just about what you saw.
THE WITNESS: Okay. I also saw two employees working in a shop, a mechanic-type shop.
BY MR. PIERCE:
Q. And what did you see them do?
A. I believe there was a workbench in there, if I'm remembering correctly. And a bunch of, you know, various parts and tools and grease and lubricants and whatnot. And I also observed individuals directing the work of others, telling people where to go, when they had to be certain places. That's what I can remember about my personal observations at this point.

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Q. What's the point of -- what's the relevance of you telling us just now about telling people where to go? I'm not following that.
A. Well, the characteristic of a supervisor would be directing the work of others.
Q. Oh. You saw some individuals that you thought were H-2B worker who were directing others?
A. Yes.
Q. And what does that mean? Elaborate on what -- how you were able to conclude that they were directing their work?
A. I believe I remember them telling people that they needed to be in a certain place, giving them instructions.
Q. Okay. Did you have any personal observations related to the individuals that you've identified as drivers?
A. Personally, no.
Q. Does that mean another investigator did?
A. I believe so, yes.
Q. Can you tell me about it? What did they see?
A. Well, they -- it would have -- I don't know if it's -- it would have to do with where the person was being interviewed.

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MS. GORMAN: Are you concerned that it would identify the driver?
THE WITNESS: Yeah.
MS. GORMAN: Okay. So the question is about what other investigators told you about their personal observations.
THE WITNESS: Okay. H-2B workers being in semi-trucks, and how those workers were -- reported to them that they were sleeping in those trucks and performing driver duties exclusively.
BY MR. PIERCE:
Q. No statements from these individuals, this is just double hearsay basically?
MS. GORMAN: Objection; calls for a legal conclusion.
BY MR. PIERCE:
Q. Do you understand what I just asked?
A. No.
Q. You don't any have any additional witness statements from these individuals reporting that they were drivers other that what has already been produced, correct?
MS. GORMAN: The question -- I'm going to object because the question was about what personal observations other investigators told her and then

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she answered the question.
MR. PIERCE: I understand that. But I'm trying to differentiate that it's not really a personal observation, but that's okay. I want to hear it anyway.
BY MR. PIERCE:
Q. You're indicating, Ms. Aguilar, that one or more of these individuals told another investigator who in turn told you that they were working as a driver but that was not corroborated by a witness statement, correct?
A. Are you asking if we have statements from drivers?
Q. Well, I know you have one statement from someone who is describing a driver function. I'm trying to figure out if there are more than that?
A. Okay. What's your question?
Q. For these oral reports that you received, is there any other witness statements to corroborate that there was a driving function being performed other than the one that I have seen?
MS. GORMAN: I'm going to object because it assumes facts not in evidence.
The witness can answer if she can.
THE WITNESS: There are no, like,

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additional statements that I'm aware of.
BY MR. PIERCE:
Q. All right. And the information regarding the drivers was not your personal observation, it was your co-investigators relaying it to you, correct?
MS. GORMAN: Objection. That mischaracterizes this witness' previous testimony.
BY MR. PIERCE:
Q. Well, it wasn't intentional, but if you need to clarify, please do.
A. So like I said, this was what was told to me by another investigator on my team.
Q. All right. When you made the decision as to what you called most closely assigned job code, how did you go about that process?
A. I searched the occupations and I looked at not only the job titles but the job duties associated with those SOC codes.
Q. Did you go on O*NET or did you go into the SOC codes themselves?
A. I think it's O*NET.
Q. Did you print out any of the descriptions?
A. Yeah.
Q. Which ones did you print out?

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A. I think it's the semi-truck driver, it's, like, the mechanic and then the first-line supervisor and the admin assistant.
Q. Are there any others that you printed out?
A. Please clarify.
Q. Are there any other O*NET or SOC job code descriptions that you printed out other than the four you just mentioned?
A. Not that I recall. I definitely reviewed a lot of SOC codes. I didn't necessarily print everything out.
Q. All right. Do you remember any of the others that you reviewed?
A. Oh, I don't know, but it wasn't, like, a five-minute process. I looked through several different job titles. The truck driver was easier because it's pretty descriptive, but the admin person, there are -- it was more difficult.
Q. Why did you not print out a copy of 39-3901?
A. The amusement and recreation attendant?
Q. Yeah, uh-huh.
A. It's already part of the file.
Q. So you had printed it out?
A. I think it -- wasn't it part of the 9142?

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I don't know. I had it --
Q. No.
A. I didn't do it as part of the reconstruction which is what this was.
Q. Okay. But you don't know where you got it from?
A. No.
Q. All right. Are you aware that the job description for 39-3091 includes various maintenance and mechanical responsibilities?
A. Uh-huh. Yes. Sorry.
Q. That's a yes?
A. Sorry.
Q. Okay. And are you aware that the 39-3091 responsibility includes certain supervisory responsibilities?
A. I don't remember that.
Q. Okay. Are you aware 39-3091 includes certain I'll call it paperwork responsibilities?
A. I don't recall that.
Q. When the -- when these individuals, drivers, mechanics, supervisors, office workers are doing their thing, did any of them spend any of their time doing job duties that you would acknowledge fell within 39-3091?

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A. I would want to review all the job duties. It's possible.
Q. Well, it's more than possible in that you've acknowledged that 39-3091 includes maintenance responsibilities, right?
A. Is the -- are the job duties for that SOC code in your book here? It would be helpful for me to refer to it.
Q. Well, I may or may not direct you to that. I just want to see what you are already familiar with.
A. Okay.
Q. I thought you had indicated that -- correctly I might add, that the 39-3091 includes certain maintenance and mechanical functions. Do you agree with that?
A. Yes.
Q. And therefore, it's quite likely that indicates that the individual you've identified as potential mechanics that they were, in fact, acting within their responsibility, correct?
A. The SOC code -- the occupational code is supposed to be what the jobs main function is. So their peripheral duties under one code, they're going to -- those job duties and functions are going

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to align with many different SOC codes. But the important thing in coding it properly is that the most important part or the most significant part of that job where most time is spent is most aligned with all of the job duties, not just one or two.

So in a particular SOC code, you can have the job duty of following instructions. Now, just because I follow instructions, it could come up under several different SOC codes. It doesn't mean that they all apply.

Q. All right. But you just suggested two other tasks -- earlier your testimony was that you looked to see what was most closely aligned. Now I heard you say you look at the main duties. And it sounded to me like you were also looking at primary duties as a factor of time spent?

A. Yeah, I would agree with that.

Q. Which one is it?

A. All of them. It's the most important part -- as I just testified, it's the most important job or the most important functions of that job. The duties that are underneath that SOC code have to align with what they're doing more often than not, as far as most closely aligned with. So everything that's listed as job duties for that SOC code is not

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going to be an exhaustive list. So I have -- the information I have what the folks were doing, and I have to figure out based on what I have on the SOC code which most closely aligns.

Q. All right. Where in the 2008 DOL regulations does it say any of the text that you just indicated?

A. I don't know.

Q. Does it say that? Does it say any of them?

A. I don't know.

Q. For an employer who is filling out a 9142, what are they supposed to do if the regulations don't specify an appropriate task to be applied?

MS. GORMAN: Objection; calls for speculation.

THE WITNESS: I don't know.

BY MR. PIERCE:

Q. For an employer -- you don't think that Butler is supposed to be a better expert at applying the SOC codes than you are, do you?

MS. GORMAN: Objection; calls for speculation.

THE WITNESS: I don't know. I think they had assistance filling out their application, but I

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don't know.

BY MR. PIERCE:

Q. Well, they did, actually. But as to my specific question, you don't hold them up to a higher standard of care than what you yourself go through when you apply -- or review SOC codes do you?

MS. GORMAN: Objection; badgering.

THE WITNESS: I don't know.

BY MR. PIERCE:

Q. Well, you certainly believe that the process you went through was reasonable, do you not?

A. Yes.

Q. So if someone did what you did that would mean that they also were reasonable, right?

MS. GORMAN: Objection; vague. Do you mean another investigator?

MR. PIERCE: Or employer or an agent or anyone else.

MS. GORMAN: That doesn't make sense.

BY MR. PIERCE:

Q. Do you understand the question, Ms. Aguilar?

A. What's the question?

Q. You described the process that you went

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through. If someone else went through that same process, they also would be acting reasonably, correct?

A. I think it was a reasonable process to try to determine the best SOC code. That's why I chose to perform it in that way.

Q. How much time did you spend going through that printing out and reviewing job codes and figuring it out?

A. Well, I did for more than the different occupations, so I don't know how many hours I spent doing it.

Q. Can you give me the framework? Was it one hour or a hundred hours?

A. No. Maybe a few hours.

Q. Okay. Do you have any idea how long it should take to be able to do the complete application process of submitting the 9142 pursuant to the 2008 regulations?

A. No idea.

Q. Okay. You're aware that your superiors estimated how long they thought it would take to do the complete application process as part of their Paperwork Reduction Act provisions in the 2008 regulations, are you not?

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A. I was not aware of that. But I know that on many government forms it has at the bottom the estimated time it's going take to fill it out.
Q. As part of the Paperwork Reduction Act statement.
A. I'm not sure if that's why.
Q. Okay. Now, if you'll go to page 76 -- excuse me, Exhibit 76.
A. Okay.
Q. Page 30.
A. Okay.
Q. Do you see up near the top of the center column where it says the Department of Labor is estimating that the entire application process is going to take 1.35 hours?
A. Okay.
Q. You spent well over that just trying to determine job codes, correct?
A. Well, that was five different SOC codes.
Q. Bear with me.
You also indicated that Butler works, in fact, with a processing agent. Are you familiar with the processing agent they use?
A. I've seen the name before.
Q. Is there anything about the name that

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rings a bell or that it's worth enlightening me on?
A. No.
Q. Any reason to think that Butler was not entirely relying upon their professional agent in order to help guide them through this process?
A. No.
Q. Any reason to think that their advice on choice of job codes was unwarranted or unjustified?
A. Well, yeah, because they didn't get it right. They brought in folks that were doing that SOC code. They definitely brought in the ride attendants. The problem was there was additional SOC codes that were not included on that TEC. And I know that you can't do that on the TEC. You can't have multiple SOC codes. You have to fill out additional TECs but that wasn't done and that was a problem and a violation.
Q. All right. But you're not suggesting that Butler could hire a professional and then turn around and have to go hire another professional to second guess their professional are you?
A. They're free to do whatever they want.
Q. Would you agree that individuals who are working in other job codes under the Department of Labor's policy are only paid for that higher job

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code rate when they are actually working that other job code?
A. Correct. Yes.
Q. And when you go about trying to determine back wages, it's your responsibility to put them in the position that they would have been in if they had complied, correct?
A. So what we do is reconstruct what should have been paid.
Q. If they had complied?
A. Yeah.
Q. Right?
A. Okay.
Q. Well, it's obvious but I'm looking for you to agree with me. The -- and so what you are not trying to do is to come up with numbers that represent windfalls or excessive wage determinations beyond what would have actually happened.
A. That's correct. Yes.
Q. Correct?
A. Yes.
Q. All right. Do you have a factual basis for stating that Omar Lopez was a one hundred percent full-time supervisor, and spent no time doing other ride-related duties?

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A. It would just be based on the same evidence I relied upon for the findings, which I've talked about before. The employee statements and cross referencing from other employees, the information that's contained in the payroll records.
Q. Okay. Let me ask it a different way, a little bit more broadly. Do you have specific evidence that any of the individuals that you've identified as supervisors spent their time one hundred percent as supervisors?
MS. GORMAN: I'm going to object to the extent that the answer requires a violation of the government informants privilege, but the witness can answer.
BY MR. PIERCE:
Q. Yeah, let me try it a different way. I've read the redacted witness statements. I don't see anything in there that answers my question. So I'm -- you know, mentally I'm setting that aside. If there's some other basis for determining that the supervisors spent all of their time as supervisors, that's what I'm looking for.
MS. GORMAN: So you're asking her other than what any employee told her?
MR. PIERCE: Well, if there is such a

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statement, then I think that's fair game. You don't have to put a name on it, but I at least am entitled to hear about it.
MS. GORMAN: Well, I don't think you included the statements -- the witness doesn't have the statements in front of her.
MR. PIERCE: Okay.
BY MR. PIERCE:
Q. Can you answer the question?
A. So can you repeat the question, please?
Q. Well, I think what I asked was other than your witness statements, which I have read, do you have any other evidence to indicate that the supervisors spent one hundred percent of their time doing supervisory duties, and not doing 39-3091 duties?
A. Not a hundred percent, no.
Q. Your answer -- what do you mean by not a hundred percent, no?
A. Well --
Q. You don't have evidence like that, is that what you're saying?
MS. GORMAN: I'm going to object to the extent it calls for a legal conclusion. I think your original question did not include the word

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evidence. So now I'm objecting to the word evidence. I think if you're asking her for the basis, she's qualified to answer that.
BY MR. PIERCE:
Q. I don't think it matters, but what is your factual basis, other than the witness statement that any of the supervisors spent one hundred percent of their time only doing supervisory duties?
MS. GORMAN: Objection; asked and answered.
THE WITNESS: It would just be -- in addition to the witness statements, it would be the information in the records from the employer that indicate supervisor and -- yeah. Notes --
BY MR. PIERCE:
Q. Okay.
A. Notes indicating that -- I don't know if it's in my notes or if it's in a witness statement, but just talking about how so-and-so person is the supervisor of kiddy land and so-and-so person is another supervisor.
Q. There's witness statements to that effect? Because I didn't see anything like that.
A. Okay. It's possible it's in notes.
Q. Okay. Well, it could be redacted for that

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matter but --
A. I don't know.
Q. Okay. All right. Let's move to another element here. You would agree that it's your responsibility to produce evidence taht Butler Company willfully or recklessly violated their regulatory duties, would you not?
MS. GORMAN: Objection to the word "evidence." Calls for a legal conclusion.
THE WITNESS: I believe the file contains evidence to support my finding of a substantial failure to comply by putting workers in an occupation that was not listed on the TEC.
BY MR. PIERCE:
Q. Okay. But you've got to answer my question. You acknowledge a responsibility to have a factual basis for show that the Butler Company willfully or recklessly violated their regulatory duties, correct?
MS. GORMAN: I'm going to object because it mischaracterizes this witness' previous testimony with the willful and reckless comment.
BY MR. PIERCE:
Q. Can you answer the question?
A. I believe that the evidence in the case

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file supports the findings.
Q. Okay. But that's not the question that's asked. The question that's asked is do you acknowledge a responsibility to have a basis to be able to show a willful or reckless violation?
MS. GORMAN: Same objection.
THE WITNESS: I believe so.
BY MR. PIERCE:
Q. Okay. And let me now make this distinction, you brought in Mick Brajevich personally into this case. What evidence do you have that Mick Brajevich personally knew that the wrong job title was selected?
A. He signed the TEC.
Q. All right. That's not responsive.
What evidence do you have that he knew it was the wrong job title?
MS. GORMAN: Objection; it's an unfair question. The witness answered the question.
BY MR. PIERCE:
Q. Is that the only evidence you have that he knew that was a wrong job title, he signed a document?
A. He signed a document that contained one SOC code and then turned around and worked people

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under different occupations than what it was he signed off on.
Q. And what is your evidence that he knew that that was occurring?
A. I don't know. I can't look into his mind. I don't know.
Q. What is your evidence that he knew that the wrong SOC code was chosen?
MS. GORMAN: Objection; calls for speculation.
THE WITNESS: Sorry. Can you repeat the question?
BY MR. PIERCE:
Q. What evidence or factual basis do you have that Mick Brajevich personally knew that the SOC code was wrong?
A. I don't know.
Q. What factual basis do you have that Mick Brajevich personally knew that these individuals were working outside of their job codes?
MS. GORMAN: Objection; calls for speculation.
THE WITNESS: I don't know.
BY MR. PIERCE:
Q. Bear with me.

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What evidence do you have that the Butler organization knew about the ETA subregulatory job code guidelines?
A. I don't -- I don't know.
Q. What evidence do you have that the Butler organization knew about the SOC codes that were modified in 2010?
A. I don't know.
Q. What evidence do you have that the Butler organization was not entitled to rely upon their professional agent Jim Judkins (ph)?
A. I don't know.
Q. What sources of information were available to the Butler organization in order to go find out answers to the kinds of questions that we've been going over today?
MS. GORMAN: Objection; calls for speculation.
THE WITNESS: Like the public website where they could look up SOC codes? Is that -- I don't -- I don't know.
MS. GORMAN: Is that an answer?
THE WITNESS: What was the question? What sources were available?
BY MR. PIERCE:

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Q. To Butler to be able to determine answers to questions like proper job codes?
MS. GORMAN: Objection; outside this witness' personal knowledge.
THE WITNESS: Yeah, I don't know.
BY MR. PIERCE:
Q. Okay. Are you aware that the Division stopped issuing opinion letters about 10 years ago?
A. Yes. But they restarted.
Q. And in a narrower way it was restarted --
A. Okay.
Q. -- recently.
A. Yes.
Q. But from 2009 -- now it has to be more like a big global arching issue type thing. But from the time they stopped in 2009 until this year in 2013, it was no longer an option to make requests to the Division to get an opinion letter on issues related to this, correct?
MS. GORMAN: Is there a question?
MR. PIERCE: Yeah. I said correct at the end.
THE WITNESS: I don't know. What I do know is that we got an email or some kind of a guidance saying that they would no longer be issues.

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I don't know how impacted the employer community and what rules were for them.
BY MR. PIERCE:
Q. You got a notice when? In 2009 as I've indicated?
A. No. I started in 2009. I don't know when the notice was given.
Q. All right. And you're aware that there are instructions that individuals such as yourself when you were a frontline investigator are not allowed to put many things in writing. You're aware of that instruction?
A. Yes.
Q. And would you elaborate your understanding of what that instruction says or you know --
A. I think general -- well, what was your question?
Q. You're aware that the Division or the Department have issued instructions that frontline investigators cannot put opinions or advice or things of that nature in writing?
A. Yes.
Q. When was that position elaborated to your knowledge?
MS. GORMAN: Objection; asked and

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answered.
THE WITNESS: I don't know.
BY MR. PIERCE:
Q. But it's been the case for many, many years, has it not?
A. I believe so.
Q. And that's a potential source of information for employers who wanted to be able to get it right is to be able to ask people, hey, how am I supposed to deal with this --
MS. GORMAN: Objection; calls --
BY MR. PIERCE:
Q. -- correct?
MS. GORMAN: Objection; calls for speculation.
THE WITNESS: I suppose so.
BY MR. PIERCE:
Q. Are you also aware that the Division -- excuse me not the Division -- OFLC shut down for a period of years, relevant years, the help desk that they used to run so that people like myself who process H-2B petitions, we would send an email and get an answer. Did you know that used to be the case?
A. No.

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Q. Bear with me. Look at exhibit 83.
A. Okay.
Q. This is an example of Jim Judkins, who we have mentioned, taking advantage of the help desk in 2008 asking a fairly detailed question to ETA in Chicago, and they actually provided a substantive answer. Do you see that?
A. Okay.
Q. Okay. Are you aware that that service stopped around 2010, I think it was?
A. No.
MS. GORMAN: Objection; asked and answered.
BY MR. PIERCE:
Q. You would agree that the unavailability of a help desk, question/answering service leaves employers in the dark and makes it harder for them to comply?
MS. GORMAN: Objection; calls for speculation.
THE WITNESS: Perhaps.
BY MR. PIERCE:
Q. Would you agree with that?
A. Perhaps.
Q. Would you agree that it's just

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fundamentally fair that if you're going to go after someone and issue citations you should have ways so that they can find the information and encourage compliance?
A. I think encouraging compliance is important.
Q. And just like spreading of information or sharing of information and answering questions is important to promote compliance; isn't it?
A. Yes. I would agree with that.
Q. Would you agree that an employer is entitled to rely upon the Division's actions in other cases?
A. I don't know.
Q. Why not?
A. Because that doesn't have enough detail for me to make any kind of an informed answer.
Q. All right. Let me give you an example.
A. Okay.
Q. I had an audit in which there was driving going on and the decision was to not issue a determination letter. Is the industry entitled to rely on that?
A. Each case stands alone. Every case has a different set of facts and circumstances. So I

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don't -- I'd say no. You can't take -- it's never going to be a direct comparison. Like I said, each case is different and -- so, no.
Q. And so you think as a reasonable person, an employer is not entitled to rely on that, is that your testimony?
A. The example that you provided and the level of detail in which you provided, I would say no.
Q. Okay. Well, I don't want you to get hung up on the detail. I'm just trying to get you to appreciate where I'm going with this.
A. That wasn't the details.
Q. What I'm really -- okay. And until you hear the details, you don't have an opinion as to whether or not they are entitled to rely on it?
A. I can't make a determination with the information that you've given me.
Q. Okay. Well, you're not trying to suggest by that that the Division sometimes makes mistakes, are you?
A. I wasn't trying to suggest that. No.
Q. You're not trying to suggest that the Division takes precipitous action that the public is not entitled to rely on are you?

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MS. GORMAN: I'm going to object to the rhetorical nature of the way the question is asked. I think it's -- I think the question's not clear. There's a double-negative, and it's phrased as a rhetorical question, which is categorically a hypothetical.
BY MR. PIERCE:
Q. Do you remember the question?
A. No.
MR. PIERCE: Kim, can you help me out?
THE REPORTER: Sure.
(Whereupon, record read as requested.)
THE WITNESS: I don't understand the question.
BY MR. PIERCE:
Q. When the Division investigates and makes a conclusion whether they're going to issue a determination letter, that's a rigorous process isn't it?
A. That's part of what we do every day.
Q. And the decision of whether to issue a citation or not, that's a well-thought-out process --
A. Yes.
Q. -- correct?

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A. Yes, I agree with that.
Q. And a reasonable observer would think, well, if this happened over here and they didn't charge for it, then that must mean there was no violation. That's a reasonable conclusion to draw, is it not?
MS. GORMAN: Objection; calls for speculation and asked and answered.
THE WITNESS: I would just say again that each case is different. Facts and circumstances on each case are different.
BY MR. PIERCE:
Q. All right. Next element. You would agree that it is your obligation on behalf of the Division to have a factual basis to show that there was a significant deviation from the contents of the petition, correct?
A. The violation that was charged was a substantial failure to comply. Yes.
Q. No. No. No. I'm not talking about substantial failure to comply. I'm talking about significant deviation. There's --
A. I don't know what that term means.
Q. You don't know what that term means? Have you not heard of that before?

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A. I don't know in what way you're using that term.
Q. I'm using it as the congress used it in the immigration statute.
A. That doesn't mean anything to me.
Q. All right. Are you aware that in order to be able to proceed with the citation in this case, there is a responsibility to prove that there was a significant deviation from the petition?
MS. GORMAN: Objection; asked and answered.
THE WITNESS: No.
BY MR. PIERCE:
Q. Okay. And therefore, you don't know if there's any evidence regarding that, correct?
A. I don't know.
Q. Okay. From the time that communication stopped between your office and Butler, February 25th of 2014, until the determination letter was issued, was there any communication saying, you know, hold your horses. We're going to come. Don't get rid of your documents. Was there anything like that?
A. Are you asking about communication between our attorneys and us?

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Q. No. Between your office and the Butler organization. Were they advised that this was still a live issue?
A. As you said, there was no communication.
Q. Okay. You're aware that the 2008 regulations have a three year record retention requirement, correct?
A. I don't know.
Q. You're familiar with the term "record retention," are you not?
A. I am.
Q. All right. And if, in fact, there is a three year record retention requirement, relevant documents could under the regulations be discarded sometime in 2016. You would agree with that?
A. You're saying that if there is a requirement, then three years later they would no longer be required to keep documents?
Q. Right.
A. Okay.
Q. You're agreeing with that, right?
A. Based on that supposition, yes.
Q. Yes. Okay. Go back to Exhibit 14.
MS. GORMAN: The binder rings keep sticking, so it's difficult to move the documents.

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THE WITNESS: I'm here.
BY MR. PIERCE:
Q. Okay. This was your original back wage calculation, right?
A. Summary of back pay wages, yes.
Q. What was the basis that you relied upon in order to generate the numbers that you see here?
A. The H-2B rate listed from O*NET and the SOC codes that were applicable, and the number of applicable workweeks in the period of investigation, and the employees that we determined were misclassified.
Q. All right. And how did you determine -- actually, let me start again.
For your original determination, did you rely upon the same exact job codes that you are proceeding under today?
A. Yes.
Q. All right. But these numbers are different from where we are today.
A. Yes.
Q. Why are they different?
A. The wage rate that I used in these computations that are reflected in this summary on Exhibit 14 are just the wage rate for the Santa

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Barbara locality. So we revised them based on the locality pay in the different areas that were listed on the itinerary and the signed TEC, an average of those wages.
Q. Okay. But that would be, like, about 150 locations because they break off into many different locations, correct?
A. So, no. It's actually based on the location that are relevant to the period of investigation. So if we look at the 9142, it's page 1 of the itinerary. I don't know where you have it in this binder, but it's not under its --
Q. You only tried to pick the spots where one or more Butler units were operating during the first 11 weeks of the season?
A. No. I -- so, if you can direct me to the 9142 itinerary, it might be helpful.
Q. Well, that's Exhibit 7, and I'd say stop on page 15.
A. Yes. Okay. Exactly. All right. So using all of the wage rates for these localities averaged out. There was no way for me to determine which crew was where at what time.
MS. GORMAN: And when the witness said "these," she indicated all of the locations at Bates

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THE WITNESS: 74.
MS. GORMAN: 1274.
THE WITNESS: Page 15 in the exhibit.
MR. PIERCE: 1274 --
MS. GORMAN: Is the Bates.
MR. PIERCE: Oh, oh, oh, okay. All right.
BY MR. PIERCE:
Q. And so you were trying to take all the locations that are listed from February 1st through the first couple on page 16 of Exhibit 7?
A. It's actually just this page, through this page.
Q. All right. You're aware that the Butler unit where these individuals were only worked at a portion of those locations, correct?
A. Yeah. Yeah.
Q. Okay. And then in Exhibit 15, I sent you an email about a month later in which I captured what you had told me by telephone about your alternative job codes and the pay rates that attached to them.
A. Uh-huh.
Q. You never disputed the accuracy of my email did you?

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A. I don't remember.
Q. Okay. All right. So you've seen my recital of what you had relayed to me by telephone in this email marked as Exhibit 15.
A. Yes.
Q. And those are the numbers, the driver wage rate 129.37, that was intended for that job code for all of those locations on the first page of the itinerary, correct?
A. No. So this -- this is from back in 2013, and so this wage rate was before we did the revision based on the itinerary. So this wage rate is just for the Santa Barbara locality.
Q. Oh, I see. Okay. Okay. So then going now to Exhibit 16.
A. Uh-huh.
Q. You have now dropped Marilu Zepeda and you have revised the allegations. Do you see that?
A. Uh-huh.
Q. Why did you drop Marilu Zepeda?
A. Because she was paid higher than the rate that we computed.
Q. For the alternative job code?
MS. GORMAN: The alternative what? I didn't hear the word.

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BY MR. PIERCE:
Q. The alternative -- for the alternative job code that you had suggested?
MS. GORMAN: Job code. Job code.
THE WITNESS: Yes, that's correct.
BY MR. PIERCE:
Q. And so why did the total back wages in Exhibit 16 go down?
A. I'm just looking here. I don't know.
Q. Is this the first time when you used the first full page of the itinerary in order to complete Exhibit 16?
A. No. No. The itinerary was used for the last version of the back wages that was done a couple weeks ago -- last week. I don't know.
Q. Okay. Let's -- let's come back to that in a second
A. Okay.
Q. In the case of Exhibit 16, you're not able to tell me what the formula was that allowed you to come up with this new $24,000 figure, correct?
A. Yeah. No. I don't remember right now.
Q. Okay. And that figure, the $24,000 figure that we saw in Exhibit 16 from February of 2014, shows up again in the case. Do you remember that?

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A. It shows up again where?
Q. In the case.
MS. GORMAN: In the case.
BY MR. PIERCE:
Q. That $24,000 figure showed up in the determination letter which is marked as --
A. Yes.
Q. -- Exhibit 19, correct?
A. Yes, uh-huh.
MS. GORMAN: The original unamended one you mean? The determine --
MR. PIERCE: I'm looking at the determination letter marked as Exhibit 19.
MS. GORMAN: Okay. The one -- but the judge just issued a ruling accepting an amendment of the summary of violations.
MR. PIERCE: Oh, oh, oh. Yeah. Yeah.
MS. GORMAN: Okay. So you're asking her about a -- a document that has since been amended? I just want to be sure.
MR. PIERCE: Yes.
BY MR. PIERCE:
Q. The calculation was 24,000 and change in February of '14. It was the same exact figure in February of last year as requested in the

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determination letter, correct?
A. Yes.
Q. Okay. It was then repeated if you will now flip to Exhibit 106.
A. Hold on. Yes, I see that.
Q. All right. And then the same day, I believe, it was repeated in Exhibit 105.
A. Yes.
Q. And the dollar figures that are listed on the second page of Exhibit 5 have the names of the nine individuals that happened to be an exact match for the revised calculations that you sent to me in February 2014, correct?
A. Yes.
Q. All right. So that was about almost five years where the exact same figures were being used. Do you agree with that?
A. Yes.
Q. Now, why did the numbers change again last week, I guess or I'm losing track here, two weeks ago?
A. Okay. Because the -- we computed based on average of the locality pays listed on that page we looked at before on the itinerary.
Q. And why did you do it based on those, all

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the locations?
A. We thought it would be more accurate than the way that they were previously computed.
Q. Well, don't you think it would have been more accurate if you would have actually used the locations where the unit did, in fact, work?
A. I didn't have that.
Q. Well --
A. If you can provide that, they can be revised.
Q. I had sent --
MS. GORMAN: They could be.
BY MR. PIERCE:
Q. I had sent you an itinerary in the course of the investigation.
A. Okay.
Q. I don't know if you remember that but it looked like Exhibit 27 and it probably was Exhibit 27.
A. I'm there.
Q. Do you remember getting Exhibit 27 from me?
A. No.
Q. We've agreed that all these individuals were working for what's labeled as Butch's unit, the

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middle two columns on Exhibit 27, correct?
MS. GORMAN: The first part of your question was we agreed, is that what you said?
BY MR. PIERCE:
Q. Yeah. We have agreed that these nine individuals or ten individuals were working for Butch's unit and only Butch's unit, correct?
A. Well, I don't --
MS. GORMAN: I think that mischaracterizes this witness' previous testimony. I don't know that there was any agreement. I think it was just an acceptance of your characterization.
THE WITNESS: Yeah, I don't know --
BY MR. PIERCE:
Q. Did you have a reason to --
A. Go ahead.
Q. Did you have any reason to think that any of those nine or ten individuals worked for any unit other than Butch's unit?
A. I believe some of the witness -- the employee statements say that --
MS. GORMAN: He didn't ask you where. That wasn't his question.
THE WITNESS: What's the question? Sorry.
BY MR. PIERCE:

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Q. Do you have any other factual basis to believe that any of those nine or ten people worked for any other units other than Butch's unit?
A. Yes.
Q. What is that evidence?
A. It would have been employee statements indicating that there were some transference of employees between the units.
Q. How would I recognize that? Because I didn't see that when I read them.
A. I don't know.
Q. I mean, would it say I transferred or --
A. I don't know.
Q. I -- okay. And then if you flip to Exhibit 28.
A. Okay.
Q. You would agree -- well, first of all, let me explain what 28 is. This is an evidence summary. The right-hand side gives you the page numbers out of the payroll, that's, in fact, Exhibit 26, where the information is found. And then for Butch's unit throughout 2013, based on the payroll of where these guys were working, I've identified the relevant locations where they were working.
So my question is do you have any basis to

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contend that this is not an accurate route sheet from where these nine or ten workers were working during those first 11 weeks?
MS. GORMAN: Objection; asked and answered.
THE WITNESS: What was the question?
BY MR. PIERCE:
Q. Do you have any basis for contending that the nine or ten workers at issue worked anywhere other than the locations shown on Exhibit 28?
A. Well, as a -- the truck drivers are problematic because they're driving between different localities.
Q. And therefore, what? I don't follow that.
A. Well, therefore, it makes sense to use an average as a basis for reconstructing the wages due.
Q. Why?
A. Because they could be in different localities within the same workweek.
Q. And you're making the assumption that every minute of every day is a different locality as you're driving down the highway?
A. No.
Q. I'm not following why you think the drivers are any different from anybody else?

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A. Because it's possible that they are in one locality in the morning and a separate locality in the evening, for example.
Q. Okay. Well, did you, in fact, try to come up with your own resolution of the truck driver issue that you're suggesting?
A. So the resolution was that we use an average for everybody because it's a reasonable reconstruction. We do reasonable reconstruction in lots of our cases in which there are not records available.
Q. Okay. Look at Exhibit 28.
A. Okay.
Q. You will see that all of these locations are limited to -- are you familiar with the term "area of intended employment"?
A. Yes.
Q. You will see that all of the locations in Exhibit 28 occur in four areas of intended employment. Riverside County, California; Maricopa County, Arizona; Yuma County, Arizona, and Santa Barbara County. Do you see that?
A. Yes.
Q. Do you have any factual basis to dispute the nine or ten individuals involved in the case

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worked in any other areas of intended employment other than those four?
A. No.
Q. Okay. Would it not be a more reasonable, more accurate estimate to use the wage rates for the locations where these folks were actually working rather than a whole bunch of other locations where they never had anything to do with?
A. Yeah.
Q. Is there anything about the names of the events, the locations, the counties, the states or the sources on Exhibit 28 that as you look at it strikes you as being inaccurate?
A. Well, this is only listing numbers, dates, and locations. There's no names. But they look familiar based on the itinerary.
Q. Yes. Okay. We're going to get to the rest of it in just a minute. So -- and you would agree also that the payroll documentation that is cited in Exhibit 28 is probably the best evidence as to where these individuals actually were working on any given week, would you not?
MS. GORMAN: Objection; calls for speculation.
THE WITNESS: I don't know.

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BY MR. PIERCE:
Q. Okay. In the trial exhibit that the administrator has marked as Exhibit I, there are a lot more wages and locations that occur on page 28. And they shift from one employee to another employee. Why is that?
A. Can you point me to the exhibit that you're referring to?
Q. Well, I didn't send it to you so you're just going to have to let me describe it.
A. Okay.
Q. In Exhibit I, for the first guy, Saul Espudillo Herrera, it has him driving in Holtville, California, first line; second line, Sunnyside, Washington, before he actually shows up in Indio, California, and then there's others. I'm --
A. Right. Okay.
Q. -- I'm dropping down to -- do you understand what I'm talking about?
A. I do. And that's based on the itinerary.
Q. And the assumption that they were in all of those locations other than where the payroll had been; is that correct?
A. It wasn't -- it was just -- let's see. It was best way of reconstructing the

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required wage rate, based on the itinerary and what was in the 9142.
Q. Okay.
A. Not necessarily --
Q. But I had --
A. Go ahead.
MS. GORMAN: Wait, are you finished with your answer?
THE WITNESS: Well, it's not necessarily based on the assumption that they were physically in those locations at any given time.
BY MR. PIERCE:
Q. All right. I have seen no evidence that any of these people worked in Sunnyside, Washington or Holtville, California, or a number of --
A. Well, why was it on the 9142?
Q. Because other units were working there.
A. Okay.
Q. Are you aware of evidence that these particular individuals were working at these, or did you just make an assumption that all of those itinerary locations represented where they were working?
A. We used the itinerary to determine an applicable wage rate that would be useful for the

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reconstruction.
Q. Okay. And these locations per worker, there are big, big differences. Why is that? As far as just the itinerary, why is there a big difference in where you have the various workers working?
A. Give me an example, please.
Q. In the -- I'll just pick the first week. You've got -- one, two, three -- you've got three of the nine working in Holtville, California, and you've got -- you've got six of them working in Yakima, Washington. What's your basis for that?
MS. GORMAN: Objection; asked and answered.
THE WITNESS: It's based on the itinerary.
BY MR. PIERCE:
Q. Okay. But it was also based on the assumption that maybe they were working there and maybe they weren't. Is that true?
A. It's based on the itinerary
Q. When did you decide that Marilu Zepeda was back in the case?
A. Because the wage rates that were used for the average computed back wages for her that were in excess of what she was actually paid, whereas before

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I used just the Santa Barbara wage rate it was not.
Q. Well, I didn't actually ask that question. I asked when did you decide that she was back in the case?
A. Oh. When I found that the wages I computed were higher than what she was paid.
Q. When was that? Like, ten days ago or something?
A. Something like that.
Q. Okay. So she had been out of the case for about five years and then she came back in about ten days ago?
A. Well, it was always a violation that she was employed outside of the SOC code. She just wasn't due any back wages.
Q. One moment. What is your actual basis that Marilu Zepeda actually worked 11 weeks?
A. Employee statements and employer records.
Q. And Marilu Zepeda's witness statement is not redacted, it's in full. It doesn't say anything at all about how long she worked there. What employee/employer records suggest she had worked the full 11 weeks?
A. I don't recall.
MS. GORMAN: Wayne, can we just take a

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little five to ten minute break?
MR. PIERCE: Yeah. Is that good for you guys?
THE WITNESS: Yeah, that would be good.
MR. PIERCE: We're off the record.
(Whereupon, recess taken.)
MR. PIERCE: We'll go back on the record.
BY MR. PIERCE:
Q. Ms. Aguilar, I want to make sure I understood what I just heard is part of your -- part of the testimony, in Exhibit 7, page 15, the first page of the itinerary --
A. Yes.
Q. -- has 35 locations?
A. Yes. Okay.
Q. You took all 35 of those at the average wage rate at the job code you thought applied in order to determine what you thought the back wages should be; is that correct?
A. Yes.
Q. Okay. Why did you settle on the first 35 and didn't go on to the second page? I'm just curious.
A. Because this encompassed the time period I was looking at for the back wages.

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Q. Okay. So -- but you, therefore, would accept the notion that identifying the relevant locations and then averaging figures, that that's a reasonable way to go about this?
A. Yes.
Q. Correct?
A. Yes.
Q. Okay. And when you made your choice of the prevailing wage rate, why did you choose the average wage for each of those job codes?
A. So just to be clear, the wage for the SOC codes is the H-2B rate. And what I did as an average was the location, right, because there was different H-2B rates based on the locality, so that's what I averaged.
Q. Okay. Well, that's not exactly right. The 2008 regulations had five data points for each job code, level 1, level 2, level 3, level 4, and the average. And my question is why did you always choose the average wage rate as opposed to one of the levels?
A. I think on the website, also the printouts from that website, it says H-2B rate, and that's what I used. And I used the rates from 2013, because that's available online.

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Q. Yeah. I saw that you produced those but I have no idea what you're talking about, an H-2B wage rate. I've never heard of that.
A. Oh, I think it's on the printout. Did you not see it?
Q. Hold on a second. Okay. All right. I think I understand. And I recognize you don't have this in front of you and you're going to have to bear with me while I try to describe this. Your Exhibit J has what purports to be the relevant database for 2013. And I'm looking at the first page and it does list level 1, level 2, level 3, level 4, and then it says mean wage, which would mean the average wage that I was using that term earlier. And in parentheses after mean wage it says H-2B. You're saying that you in all cases used the line mean wage in parenthesis H-2B, correct?
A. I used that for the rate on which to compute back wages, yes.
Q. Okay. And why did you decide that that was right wage rate in this case?
A. Because it says H-2B and this is an H-2B case.
Q. Okay. Is that the end of your analysis?

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Is there any other reason why you did it?
A. No.
Q. All right.
MS. GORMAN: Just because –
BY MR. PIERCE:
Q. Can you tell me –
MS. GORMAN: Just because that was a compound question and there was a one-word answer, I just – I don't know that it was clear what her answer was answering. So, I mean, I'll object on the basis of compound question. But you might want to just break out the two parts of the question you just asked.
MR. PIERCE: Yeah, or I'll move on.
BY MR. PIERCE:
Q. Would you explain to me your understanding of when level 1, 2, 3, or 4 are appropriate?
A. I don't know.
Q. Would you explain to me your understanding of what the 2008 DOL regulations say about which wage level is appropriate?
A. I don't know.
Q. Do you remember that in the summer of 2013 there was ongoing litigation, there was a decision from the appellate court in the 11th Circuit and the

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Department of Labor issued mid season supplemental prevailing wage determinations? Do you remember that?
A. Vaguely.
Q. And they were like a $4 or $5 increase over what most employers were paying right in the middle of their season. Does that ring a bell?
A. No.
MS. GORMAN: Objection; calls for speculation.
THE WITNESS: No.
BY MR. PIERCE:
Q. No. Okay. And do you remember that there was a big push to mandate the automatic payment of the average or mean wage rate in conjunction with those supplemental prevailing wages?
A. No.
Q. Okay. All right. Is there any other basis for why you choose – chose the mean wage other than the fact that it has H-2B listed in parentheses after it?
A. No.
Q. Okay. You're aware that Butler, when it requested workers, it specifically said no experience desired or requested or whatever the verb

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was?
A. Yeah. I remember that's part of the TEC. I remember that box was checked, yes.
Q. Okay. And when a worker has no experience required, which one of these wage levels is the appropriate wage level under the 2008 regulations?
A. I don't know.
Q. Did you as part of your collection from the 2013 data, did you actually include the 39-3091 descriptions? I flipped through it and I don't see them in here. I'm just seeing if you remembered putting those together.
A. For the back wages?
Q. Yeah. Do you remember gathering as part of your efforts the wage data from the farm labor certification library for amusement ride attendant job codes?
A. I think I said before it was part of the case file. I didn't pull it up when I was recomputing the back wages recently.
Q. Okay. And I remember you saying that you had the O*NET coverage for that job code but I don't remember you saying that you had the wage rate data for that job code?
A. Oh, I don't remember.

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Q. Okay. And you're aware that the Department continues to have and did in 2013 special procedures that require wage rates to vary from one location to the next when you have an amusement employer, correct?
A. Well, I've seen it in the context of other H-2B employers that have workers that move around, have itineraries and differing wage rates applicable to those workers based on locality.
Q. All right. And you were at least attempting to approximate that special procedure by including all the 35 locations when you I did your averaging, correct?
MS. GORMAN: Object to the term "special procedure." You can answer.
THE WITNESS: I averaged out all of the pay from the different locations based on the front page of the itinerary, the 9142.
BY MR. PIERCE:
Q. Are you aware that there's a 2006 TEGL, T-E-G-L, that indicates employers who are in the entertainment business, including amusement employers, are allowed to vary their pay rate from one location to another?
A. I was not aware of that offhand.

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Q. All right. In the case file Sergio Guzman(ph), he is not listed as part of your back wage calculation that is concluded in Exhibit I. Are you aware of that?
A. Yes.
Q. Is he out?
A. That employee was left off of the updated back wages.
Q. When did you realize that?
A. After it was already submitted.
Q. Okay. Are you familiar with something called the EDC database?
A. No.
Q. All right. If you go on the OFLC library database and click through the link of the 2013 data you can get into two databases. One database is the database that you were in. There is another data base called the EDC database that also applies to the 2013 season. Do you know whether you choose one data base rather than the other database?
A. No.
Q. Other than the fact that the 9142 suggested that the planned workweek was 40 hours, was there any other reason why you calculated back wages assuming that all these individuals were going

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to work 40 hours every week?
A. It was based on what was in the 9142.
Q. Would you agree that the actual hours worked would be more accurate as to what any back wages would have been?
A. The actual hours worked, yes.
Q. But you made no effort to try to determine that did you?
MS. GORMAN: Objection; asked and answered.
THE WITNESS: The information I have in the case file indicates that the hours worked reported in payroll documents are not best to use for the back wage reconstruction. So we decided to go with what was based on the number of hours worked on the signed 9142.
BY MR. PIERCE:
Q. Okay. There are maybe one witness statement that makes that sort of an allegation, but you're also aware that in virtually a hundred percent of the cases these workers countersigned their statement reflecting their hours of work, correct?
A. Well, I have signatures on the slips that they had to sign to get their paycheck. I see that.

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Q. Okay. And why do you think that their countersigned signatures affirming their pay and their hours of work is less reliable than one or some low number of individuals suggesting that these are not reliable?
A. Well, I think the information I remember from the file indicates that the hours worked reflected on the records that you're talking about can either be, like, an hour before the fair starts to when it was started. It was just too many variables. So for reconstruction purposes, I chose the 40 that's listed on the TEC that the employer that said he was going to employ these individuals.
Q. Okay. Is there any other reasons why you chose to ignore their timekeeping method?
A. No.
Q. All right. Flip if you would to Exhibit 45.
A. Okay.
Q. These are the actual reported hours according to the time records, countersigned by these individuals. Do you have any reason to dispute any of the numbers that you see here?
MS. GORMAN: Objection; asked and answered.

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THE WITNESS: No. For the same reasons I explained before. You're referring about the same documents that I discussed before.
BY MR. PIERCE:
Q. Okay. In the case of of Jose Ivan Ortega Romo (ph), you wrote him down as having been eligible for 11 weeks. Did you know that he was not even in the country until sometime after February the 11th?
A. So on one of the employees, I remember this, I did look at the spreadsheet provided that has the border cross dates and I know that one of them started later. So I reduced the number of workweeks I computed for that individual. And based on this document here at Exhibit 45, I'm assuming it was Jose Ivan Ortega Romo.
Q. Well --
A. Take look at it.
Q. I am. And you have him down for 10 weeks.
A. Okay.
Q. And you have others down for 10 weeks. You have some for 11.
A. Okay.
Q. But Jose Ivan Ortega Romo did not have a consulate appointment until February 11th. Doesn't

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show up on any timecards the following week. Doesn't show up until Indio week number 4 on any of the time records, but you had him down for 10 weeks. Can you give me your basis for why you think he worked 10 weeks?

A. It was -- I tried to put it for when the first complete workweek after the border cross date on that spreadsheet provided by the employer. That's the basis that I used.

Q. Okay. Except that if you relied on the border cross date, I think he would have been at nine weeks, and possibly eight weeks, since he doesn't show up on any timesheets that very first week. You don't have an explanation for that, do you?

A. I used the border cross date, not the timesheets so --

Q. Okay. And in order to determine -- there were a few occasions, if you look at the second page in Exhibit 45, you see the first guy Saul Espudillo?

A. Uh-huh.

Q. There's no number that I can find on any of the timesheets. Do you think it would be reasonable to take the guy's average hours worked for his other recorded hours in order to determine

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when he when most likely worked during those weeks?

A. If the hours worked were accurate, then that's how I would do the reconstruction typically.

Q. Okay. So then looking at Exhibit 46, second page.

A. Yes.

Q. You see that on the very last column, I calculated the average weekly hours worked and for those weeks when there was no apparent sheet, substituted in in brackets, in parenthesis, the average number of hours in order to fill out how many hours worked. Do you have any basis for disputing any of the numbers that appear in Exhibit 46 other than your general reluctance to believe in timesheets?

MS. GORMAN: Objection. Mischaracterizes the witness' previous testimony.

THE WITNESS: So you -- where there was no record of hours worked, you substituted an average for that workweek; is that correct?

BY MR. PIERCE:

Q. I averaged all the other weeks to determine what that was --

A. Right.

Q. -- and substituted the average for a

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missing week.

A. So when there's no records, you put an average of the other weeks.

Q. Correct.

A. What's the question?

Q. Do you have any reason to dispute any of the numbers in Exhibit 46?

A. Well, you have a wage rate here of around $8. I don't know what that's for. And they --

Q. That's the --

A. Uh-huh.

Q. That's the amusement ride number.

A. Okay. But I don't know what you -- I don't know what you're getting at with this.

Q. Yeah. And don't get lost in that.

A. Okay.

Q. Come back to the hours worked. That's what I care about.

A. Okay. Well, I would just have -- you asked what -- if I have -- I'm sorry. Please repeat the question.

Q. Do you have any basis to dispute any of the hours worked as reflected in Exhibit 46?

A. It would be the same issues that I have with the reported hours worked that I've already

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discussed.

Q. Okay. Bear with me.

If, in fact, the credit that was owed to these individuals surpassed and established that they were overpaid, what happens to the determination letter in this case?

A. I don't understand about any -- about what you're talking about with a credit or if they are overpaid.

Q. Okay. All right. Let me make -- turn it into an example. Let's say that you've got Saul Espudillo being owed back wages of $3,229.

A. Okay.

Q. But that when bunkhouse credit and income taxes and local convenience travel, in-and-out-of-country travel, et cetera, are aggregated, they exceed that amount.

A. Okay.

Q. What happens to the determination letter under the circumstances?

A. I don't think the amounts of those things that are purported to be credit would offset any back wages we've calculated.

Q. Well, I've asked you to assume that they do.

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MS. GORMAN: Then I'm going to -- object.
BY MR. PIERCE:
Q. Okay. So --
MS. GORMAN: I'm going to object based on a hypothetical.
BY MR. PIERCE:
Q. What would happen under those circumstances?
A. So if for some reason the employer can prove that they gave an employee an advance, $3,000, and we compute $3,000 in back wages for that person, and they could show that they were actually paid that amount. They signed the proper documentation. They got a cash advance for the amount of the back wages were due, we would not collect additional back wages.
However, a violation, in this example, of employing someone outside of the intended occupation, that doesn't go away with the back wages.
Q. Are there any other consequences?
A. To the violation? You mean the civil monetary penalty?
Q. Or yeah, are there any other consequences to the determination letter other than the fact that

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back wages could theoretically be zeroed out, there's still a violation, are there any other consequences?
A. CMP.
Q. Any other consequences you can think of?
A. Not at this time.
Q. All right. Bear with me.
All right. Do you have any factual basis that back wages are an authorized remedy under the 2008 regulations for a misclassification case?
A. I don't know.
Q. All right. Now, let me ask you questions about CMP. The only basis on which CMPs were determined is that you wanted to match the back wages up to a maximum of $10,000, correct?
A. I don't know. I don't remember.
Q. Well, do you have any factual basis that any factors were considered over and above the fact that you were intending to match back wages?
MS. GORMAN: Your speech completely petered out on that last bit.
MR. PIERCE: Okay.
MS. GORMAN: I don't think the whole question made it into the record.
BY MR. PIERCE:

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Q. Do you have any factual basis that any of the factors were considered in determining civil money penalties other than the fact that you were trying to match back wages?
A. The mitigating factors outlined in the regs were considered.
Q. Who performed the actual CMP determination?
A. The investigator will compute and recommend a CMP and the manager assesses it.
Q. And in this case who is the manager?
A. Tom Silva.
Q. And did you yourself, in fact, consider any other factors then?
A. The mitigating factors.
Q. I'm sorry. The mitigating factors what?
A. Those are the factors that I considered.
Q. How many of them did you consider?
A. All of the ones that are outlined in the regs.
Q. All seven of them?
A. Yes.
Q. And how did you assess them?
A. So assess the factors?
Q. Yes.

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A. I guess I determined which, if any, were applicable in the reduction or the increase for the CMP that I was going to recommend to my supervisor.
Q. Okay. Well, you already had what should have been a slam dunk because the back wages were greater than $10,000. And all you had to do is max them. Why would you then go through and consider the CMP factors?
A. We considered the mitigating factors on any CMP.
Q. In all cases no matter what?
A. In the cases that I do.
Q. And was there a set calculation that was used in order to determine CMPs?
A. I don't believe so.
Q. Are you aware of any such form that is used when charge determines CMPs?
A. There's different spreadsheets that our different investigators might use, but there's no form I'm aware of. It's unlikely that I used that in this case since we only cited one violation.
Q. All right. I have seen a form that talks about multiply it by .1 or multiply it by .2 or divide it by whatever, based on a particular set of circumstances. Did you do any formula of that type?

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MS. GORMAN: Objection; asked and answered.
THE WITNESS: I used the mitigating factors to determine whether or not the CMPs should be increased or reduced.
BY MR. PIERCE:
Q. Okay. What did you decide when you considered factor number one, previous history of violations?
A. I don't remember.
Q. Do you have any evidence that there was a prior history of violations?
A. I don't think -- no. I think this was a first-time investigation if I remember correctly.
Q. What evidence do you have as to the number of U.S. or H-2B workers employed by the employer and affected by the violation?
A. What evidence do I have? I'm sorry. Can you repeat the question?
Q. Yeah. What evidence do you have when you considered the number of U.S. or H-2B workers employed that were affected by the violation?
A. It would have been the employer records of the total number of employees employed in that period and the total number of employees that were

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employed in violation during that period.
Q. I'm not sure I understood that. I would have thought the answer was nine.
A. You're asking the question. I don't know what you --
Q. It sounded to me like you were considering every worker, but this says number of workers who were affected by the violation. It seems to me only the ones that were in violation would be affected by the violation.
A. Okay.
Q. Do you agree with that?
A. Well, you asked what seems to you, so you would know. I don't know.
Q. No. No. I want to know what you did. And did you consider it was nine workers or, I don't know, maybe .3 or something percentage of the employee workforce that Butler used?
A. Yes. I considered it was a low percentage of his total workforce.
Q. Okay. What did you consider when you considered the gravity of the violation?
A. I don't remember.
Q. What did you consider when you considered efforts by the employer in good faith to comply?

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A. I don't remember.
Q. What did you consider when you evaluated Butler's explanation for the violation?
A. I don't remember.
Q. What did you consider when you considered the employer's commitment to future compliance?
A. I don't remember.
Q. What did you consider as to the extent to which Butler achieved a financial gain due to the violation?
A. I don't remember.
Q. Would you agree that consideration of those factors were mandatory?
A. Yes.
Q. Could you tell me who Ramon Huaracha, H-U-A-R-A-C-H-A is?
A. Ramon Huaracha is the regional immigration coordinator from our regional office in San Francisco.
Q. And how does -- what role does he have in this case?
A. His title might be enforcement coordinator. He's called a REC. I think it's regional enforcement coordinator. He provided -- he provided H-2B training and he was also one of the

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individuals who was at the on site in Santa Barbara.
Q. Okay. And what does -- what is his role when it comes to determining back wages and CMP?
A. I'm not sure if he had a role in the back wages in this case. CMPs -- role in CMPs?
Ramon would have reviewed the case and provided guidance on whether or not and which violations to cite which in turn --
Q. He would have been --
A. -- would affect the CMP.
Q. I didn't try to cut you off there Did he play a role in management review in your chain of command?
A. Management review? No.
Q. If he's not involved in the management review, why was he involved?
A. He's a subject matter expert in H-2B.
Q. And therefore what?
A. Provides guidance and support to the district offices doing H-2B cases.
Q. Okay. And I think I heard you say that he reviews the CMPs, but it was your determination and your boss' determination; is that correct?
A. So the investigator will recommend and compute CMPs and the management official will assess

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CMPs.
Q. And the regional endorsement coordinator doesn't have any responsibility other than to advise, basically?
A. Yeah. Okay.
Q. And other than back wages and civil money penalties, are there any other remedies at issue in this case?
A. Not that I'm aware of.
Q. Bear with me for a second.
MR. PIERCE: All right. Ms. Gorman, do you have any questions?
MS. GORMAN: I don't.
MR. PIERCE: Okay. Then let's conclude that deposition and go off the record for a second.
(Whereupon, deposition of Carrie Aguilar concluded at 3:56 p.m)

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CERTIFICATE

I, Kimberly McLain, do hereby certify that I reported all proceedings adduced in the foregoing matter and that the foregoing transcript pages constitutes a full, true, and accurate record of said proceedings to the best of my ability.

I further certify that I am neither related to counsel or any part to the proceedings nor have any interest in the outcome of the proceedings.

IN WITNESS HEREOF, I have hereunto set my hand this 29th day of April, 2019.

/S/ Kimberly McLain

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Date: April 30, 2019 Assignment #: 29996-1
Deponent: Carrie Aguilar
Case: Wage & Hour vs. Butler Amusements

DEPONENT: It has been requested that you read and sign your transcript. This transcript is to be read only by you. Please make any corrections necessary on the Correction Sheet ONLY. You are to sign the Correction Sheet where indicated.

CC: Naegeli Deposition & Trial
R. Wayne Pierce, Esquire

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CORRECTION SHEET
Deposition of: Carrie Aguilar Date: 04/19/19
Regarding: Wage & Hour vs. Butler Amusements
Reporter: McLain

Please make all corrections, changes or clarifications to your testimony on this sheet, showing page and line number. If there are no changes, write "none" across the page. Sign this sheet on the line provided.

Page	Line	Reason for Change

Signature_____
Carrie Aguilar

DECLARATION
Deposition of: Carrie Aguilar Date: 04/19/19
Regarding: Wage & Hour vs. Butler Amusements
Reporter: McLain

I declare under penalty of perjury the following to be true:

I have read my deposition and the same is true and accurate save and except for any corrections as made by me on the Correction Page herein.

Signed at _____, _____
on the _____ day of _____, 2019.

Signature_____
Carrie Aguilar

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CORRECTION SHEET

Deposition of: Carrie Aguilar Date: 04/19/19

Regarding: Wage & Hour vs. Butler Amusements

Reporter: McLain

Please make all corrections, changes or clarifications to your testimony on this sheet, showing page and line number. If there are no changes, write "none" across the page. Sign this sheet on the line provided.

Page	Line	Reason for Change
92	2-6	Clarification. "In the 2008 regs there is nothing indicating an employer can substantially fail to comply with what they have certified on the TEC."
136	25	Transcription error. "Issues" should have been "Issued".
144	12	Did not understand the question. "No" Should be "yes."
185	14	Did not understand the question. "No" Should be "Yes, he was involved."

Signature Carrie Aguilar

DECLARATION

Deposition of: Carrie Aguilar Date: 04/19/19

Regarding: Wage & Hour vs. Butler Amusements

Reporter: McLain

I declare under penalty of perjury the following to be true:

I have read my deposition and the same is true and accurate save and except for any corrections as made by me on the Correction Page herein.

Signed at Portland, Oregon

on the 30th day of April, 2019.

Signature _____

Carrie Aguilar

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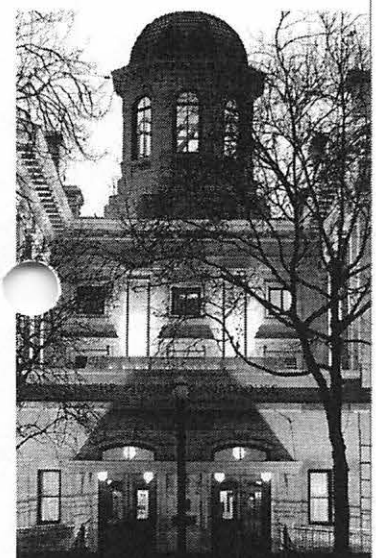

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UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES

In the Matter of:
ADMINISTRATOR,
WAGE & HOUR DIVISION,

Plaintiff,

vs.

CASE NO. 2018-TNE-00019
WHD Reference NO. 1689932

BUTLER AMUSEMENTS, INC.,
and MICHAEL BRAJEVICH,

Respondents.

30(b)(6) DEPOSITION OF

CARRIE AGUILAR

TAKEN ON
FRIDAY, APRIL 19, 2019
4:00 P.M.

620 SOUTHWEST MAIN STREET, ROOM 423
PORTLAND, OREGON 97205

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30(b)(6) DEPOSITION OF
CARRIE AGUILAR
TAKEN ON
FRIDAY, APRIL 19, 2019
4:00 P.M.

MS. GORMAN: Back on the record.
So Mr. Pierce, you and I just had a discussion off the record about changing gears into the corporate designated representative part of the deposition, and the agency indicated that Ms. Aguilar was going to be produced as the designated representative. And I also indicated to you off the record that it was my -- it's my firm belief that of all the 30 designated areas that you indicated in your 1864(b) request for a designated representative, all but two have been exhaustively covered. And I indicated for me that perhaps they've been covered, but not as exhaustively as you've covered everything else, numbers 2 and 23 on your notice for a designated representative were perhaps not exhaustively covered, but I do believe that they both have been covered.
And it was my hope, certainly, which is something that you and I discussed perhaps before we

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went on the record this morning I believe, that you may want to ask the witness now that she's putting on her designated representative hat, whether of any her answers to any of the other 30 subject topic areas are changed in any way. And I would certainly give the witness my list of the topics if she -- if you were amenable to that and if she wanted to see it so she would know what they are.

MR. PIERCE: Yes. We're going in the same direction. I think I need to put one or two refinements on it but we're very close to synchrony there. I think that because I'm not there to mark a copy of the deposition exhibit, and I don't have a mechanism to get the notice introduced anyway, that I need to get into the record what the topics are.

So looking at the amended notice, I'm just going to try and read through these. Bear with me.

Number 2, Butler's timekeeping and payroll practices. Number 3, the administrator's methodology for and calculation of civil monetary penalties, back wages, and other remedies and recoverable damages. Number 5, the substance of all witness or employee interviews conducted by the administrator. Number 6, all communications between any witness or employee and the administrator.

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Number 7, all communications between any representatives for Butler and the administrator.

MS. GORMAN: Hold on. Hold on. I'm going to object to that one because it doesn't say Butler. It's says respondent and we've got two respondents here. So, I mean --

MR. PIERCE: You're correct. It does say that.

Number 8, Ms. Aguilar's job title, duties, education background, training, work experience and expertise. Number 9, the administrators -- excuse me. I'm going to skip number 9 based on the ruling.

Number 10, records or other information generated as a result of your investigation of Butler. Number 12, the administrator's contention as to the factual basis for applying the incidental duty rule and dual position rule to the allegations in this case. Number 13 --

MS. GORMAN: Fourteen.

MR. PIERCE: Yes, you're correct.

Number 14, all failures to comply with industry custom and practice or the prevailing practices for the traveling amusement industry that the administrator has identified in Butler's wage and hour or payroll practices. 15, the basis for

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the administrator's contention, if any, that Butler violated the Fair Labor Standards Act or is not exempt from that statute.

Number 16, the basis for the administrator's contention that Butler willfully misrepresented any material fact. Number 17, the basis for the administrator's contention that Butler substantially failed to meet any legal requirement or condition when petitioning for an H-2B labor certification or petition. Number 18, the basis for your contention that Butler substantially failed to comply with any legal requirement or condition as an H-2B employer.

Number 19, the factual basis for the administrator's contention that Butler is not entitled to take a credit for providing its workers with bunkhouses, local convenience travel, in-and-out-of-country travel, prepayment plans, spot-to-spot variation in prevailing wages, and other facilities identified in Butler's answers to interrogatories. Number 20, the approved procedures for determining approved tasks for SOC code 39-3091 related to amusement and recreation attendants.

21, the factual basis, if any, for disputing the calculation of the cost basis to

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provide bunkhouses. 22, the factual basis, if any, for disputing the calculation of the cost basis to provide local convenience travel. 23, the factual basis, if any, for disputing the calculation of international or relocation travel. 24, the factual basis, if any, for disputing that Butler overpaid its H-2B workers. 25, the factual basis, if any, for disputing that Butler paid the personal income taxes of the H-2B workers. 26, the factual basis, if any, that Butler violated the H-2B regulations in any way. 27, the factual basis, if any, that Butler knew that it was employing H-2B workers in a manner that violated the H-2B regulations.

28, the factual basis, if any, that Butler knowingly and recklessly violated the H-2B regulations. 29, the factual basis, if any, that the information was reasonably available from which Butler could have determined that it was violating the H-2B regulations, and 30, the factual basis, if any, that any of Butler's violation were substantial.

MS. GORMAN: So I'm going to renew my objection because I think in many instances, you indicated Butler as the single entity, whereas, the notice says respondents, and I would object because

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we've got two respondents. Here it's not indicating what -- which respondent it -- the respondent is not indicating which of the respondents it is requesting the designated representative's knowledge on. But the notice does not say the word "Butler" when talking about the respondents. There's that objection.

And there's also the objection with numbers 21, 22, and 23, where specific Bates-stamped numbers are indicated in the notice that were not read into the record. I mean, I don't need to go back and do that, but I just want to indicate that the notices -- the notice speaks for itself.

With your -- with your approval, then, I would like to be able to give the notice, and I have the original notice that the administrator was served with, to the witness.

MR. PIERCE: Yeah, that's fine.

MS. GORMAN: Just so you don't have to remember all 30, I'm providing to you the respondents' amended notice to take deposition, dated -- I probably got this via email so it doesn't have a stamp on it.

It is undated. It is -- the signature has no date on it. And there it is.

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And I've handed it to the witness.

MR. PIERCE: Okay. Are you finished?

MS. GORMAN: Yeah. The only things, I wasn't -- I might not have been quick enough when you started reading. I assume that you also eliminated, pursuant to the court's order, request numbers -- I think I caught 1, but I wasn't sure if I had caught 4 and/or 9.

MR. PIERCE: I don't believe I read 9, and I thought you corrected me on --

MS. GORMAN: Oh, that was very good of me. Yes, I'm done.

MR. PIERCE: Okay. All right.

EXAMINATION

BY MR. PIERCE:

Q. Ms. Aguilar, we're going to resume with your representative capacity as the agency's designee today. Attached to the notice, which I understand is in front of you, at the last few pages, is a little bit of a statement on the obligations of the agency's representative. Did you actually read the responsibilities of the agency representative before your testimony was being taken today?

A. Yes.

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Q. And did you also have a chance to go through the topics before the deposition today?

A. I read the list.

Q. All right. You, therefore, understand that as the agency's designee, it's your responsibility to make yourself knowledgeable and to prepare to be able to provide information that is available to the agency on those topics?

A. Yes.

Q. And that in exercising your obligation to get prepared, it's your responsibility to obtain the information that's known or reasonably available to the agency?

A. Okay.

Q. And which could, if it was reasonably necessary, could involve consulting former employees or if that was, in fact, reasonably necessary. You understood that?

A. I didn't understand that part about former employees.

Q. All right. And as corporate representative, it was your obligation to be prepared to talk about the agency's contentions, how a regulation applies, and those sorts of questions? Yes?

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MS. GORMAN: I'm going -- I'm going to object without an identification of the specific topic matter, because I do believe that on -- that some of those topic matters were quashed by Judge Clark.

MR. PIERCE: Okay.

BY MR. PIERCE:

Q. Do you remember the question?

A. No. Sorry. It's late. Please repeat.

Q. You understood that it was your responsibility as a corporate representative to be prepared to talk about the Division's contentions in the case or how a regulation applies to the case, correct?

A. Yes.

Q. And that your testimony as a designee to include not only facts but the beliefs or the opinions that the Division might have that are relevant, correct?

A. Yes.

Q. All right. On those topics and with those understandings as to what it means to be a corporate representative, is there anything about the testimony that you've provided in your individual capacity, at which we just spent a fair amount of

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time going over, that would not be -- that you're not prepared to regard as binding on behalf of the agency now that you are testifying as a corporate representative for the agency?
A. Can you just tell me the beginning of the question so I know how to phrase my answer? You lost me along the way.
Q. Having now read into the record what the topics are that we're deposing you representatively on, and what your obligations are in order to be able to meet those topics, can you now affirm that the answers that you gave in your individual capacity, you are prepared to make those findings in your representative capacity?
A. Yes.
Q. Okay. And I just want to know that you're not going to change any of those answers now that you're talking as a representative, and you're agreeing that you're fine with binding the agency?
A. Yes.
Q. Okay. Give me one second.
MR. PIERCE: We're done. Unless -- Ms. Gorman, you don't have any questions, do you?
MS. GORMAN: I don't.
MR. PIERCE: Okay. Can we go off the

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record and talk about ordering copies for a second?
MS. GORMAN: I would prefer to do that on the record. I get drawn and quartered if I say the wrong thing.
MR. PIERCE: Oh, okay. I don't have that problem here.
MS. GORMAN: I know. Lucky you.
Let's see, so I always reserve signature. I think that -- and I'm glad we're talking about this on the record, but I don't think that we've got the 30 days, in fact, I know we don't, for review that we're entitled to under the rules. So we've got May 8th -- let's see, May 8th. So I'm going to say May 7th -- I'm actually going to say May 3rd, because that's likely the last day that I'm going to be in the office prior to the trial. Today is April 19. That gives us exactly two weeks.
So I think given the -- my proposal and it's probably -- the 29th is going to be too late. My proposal is that you and I talk really early next week, Wayne, and that we come up with -- I need to think about this for a moment -- and that we come up with a reasonable procedure. What I was going to say before is that we can discuss this with Judge Clark, but I think you and I need to talk about it before

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we bring it up with His Honor.
And so -- and I kind of didn't think about how we were going to do review. I am not authorized to order the transcript at this moment in time. I would also like to be able to get that authorization and go forward from there. So I think any ordering is going to need to take place on an expedited basis. I am likely not going to be in position do that, and yet the witness has -- must be given the opportunity to review the transcript prior to the trial, and make any corrections that she feels are necessary. And so I'm going to reserve her signature based on that review, and I'm not quite sure logistically how to handle that. But my proposal is that we both think about it and talk very early next week. Does that work for you?
MR. PIERCE: Well, I would like to go off the record.
MS. GORMAN: Okay. Well, I said what I needed to say. So we can go off -- that's fine with me.
THE REPORTER: Okay. Off the record.
(Whereupon, the 30(b)(6) deposition of Carrie Aguilar concluded at 4:20 p.m.)

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CERTIFICATE

I, Kimberly McLain, do hereby certify that I reported all proceedings adduced in the foregoing matter and that the foregoing transcript pages constitutes a full, true, and accurate record of said proceedings to the best of my ability.

I further certify that I am neither related to counsel or any part to the proceedings nor have any interest in the outcome of the proceedings.

IN WITNESS HEREOF, I have hereunto set my hand this 29th day of April, 2019.

/S/ Kimberly McLain

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Date: April 30, 2019 Assignment #: 29996-1
Deponent: Carrie Aguilar 30(b)(6)
Case: Wage & Hour vs. Butler Amusements

DEPONENT: It has been requested that you read and sign your transcript. This transcript is to be read only by you. Please make any corrections necessary on the Correction Sheet ONLY. You are to sign the Correction Sheet where indicated.

CC: Naegeli Deposition & Trial
R. Wayne Pierce, Esquire

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CORRECTION SHEET
Deposition of: Carrie Aguilar 30(b)(6) Date: 04/19/19
Regarding: Wage & Hour vs. Butler Amusements
Reporter: McLain

Please make all corrections, changes or clarifications to your testimony on this sheet, showing page and line number. If there are no changes, write "none" across the page. Sign this sheet on the line provided.

Page	Line	Reason for Change
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Signature_____
Carrie Aguilar

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DECLARATION
Deposition of: Carrie Aguilar 30(b)(6) Date: 04/19/19
Regarding: Wage & Hour vs. Butler Amusements
Reporter: McLain

I declare under penalty of perjury the following to be true:

I have read my deposition and the same is true and accurate save and except for any corrections as made by me on the Correction Page herein.

Signed at _____, _____
on the _____ day of _____, 2019.

Signature_____
Carrie Aguilar

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CORRECTION SHEET

Deposition of: Carrie Aguilar 30(b)(6) Date: 04/19/19

Regarding: Wage & Hour vs. Butler Amusements

Reporter: McLain

Please make all corrections, changes or clarifications to your testimony on this sheet, showing page and line number. If there are no changes, write "none" across the page. Sign this sheet on the line provided.

Page	Line	Reason for Change
		-none-

Signature Carrie Aguilar

Carrie Aguilar

DECLARATION

Deposition of: Carrie Aguilar 30(b)(6) Date: 04/19/19

Regarding: Wage & Hour vs. Butler Amusements

Reporter: McLain

I declare under penalty of perjury the following to be true:

I have read my deposition and the same is true and accurate save and except for any corrections as made by me on the Correction Page herein.

Signed at Portland, Oregon

on the 30th day of April, 2019.

Signature _____

Carrie Aguilar

EVIDENCE SUMMARY
Wage Rates per County (2013)

Maricopa County, Arizona (area #38060)					
Job code	Average	Level 1	Level 2	Level 3	Level 4
39-1021	$19.31	$11.69	$15.50	$19.31	$23.12
39-3091	$9.67	$8.23	$8.95	$9.67	$10.39
49-9071	$17.63	$11.25	$14.44	$17.63	$20.82
49-9098	$12.93	$9.80	$11.36	$12.93	$14.49
49-9099	$17.52	$11.57	$14.55	$17.52	$20.50
53-3032	$20.92	$15.13	$18.03	$20.92	$23.82
53-3033	$17.50	$10.76	$14.13	$17.49	$20.86
53-3099	$11.24	$8.10	$9.67	$11.24	$12.81

Yuma County, Arizona (area #49740)					
Job code	Average	Level 1	Level 2	Level 3	Level 4
39-1021	$15.66	$10.16	$12.91	$15.65	$18.40
39-3091	$9.53	$8.22	$8.87	$9.53	$10.18
49-9071	$14.55	$9.75	$12.15	$14.55	$16.95
49-9098	$11.54	$8.13	$9.83	$11.54	$13.24
49-9099	$18.83	$8.66	$13.75	$18.83	$23.92
53-3032	$16.53	$11.51	$14.02	$16.53	$19.04
53-3033	$13.86	$10.00	$11.93	$13.86	$15.79
53-3099	$13.89	$8.09	$10.99	$13.90	$16.80

Riverside County, California (area #40140)					
Job code	Average	Level 1	Level 2	Level 3	Level 4
39-1021	$19.11	$13.53	$16.32	$19.11	$21.90
39-3091	$10.04	$8.63	$9.33	$10.04	$10.74
49-9071	$18.41	$11.86	$15.13	$18.41	$21.68
49-9098	$12.92	$9.41	$11.17	$12.92	$14.68
49-9099	$19.31	$11.58	$15.45	$19.31	$23.18
53-3032	$20.95	$14.68	$17.81	$20.95	$24.08
53-3033	$16.00	$9.35	$12.68	$16.00	$19.33
53-3099	$14.88	$8.65	$11.76	$14.88	$17.99

Santa Barbara County, California (area #42060)					
Job code	Average	Level 1	Level 2	Level 3	Level 4
39-1021	$20.09	$13.37	$16.73	$20.09	$23.45
39-3091	$ 9.16	$8.55	$8.86	$9.16	$ 9.47

Santa Barbara County, California (area #42060)					
Job code	**Average**	**Level 1**	**Level 2**	**Level 3**	**Level 4**
49-9071	$19.43	$10.94	$15.19	$19.43	$23.68
49-9098	$11.06	$8.62	$9.84	$11.06	$12.28
49-9099	$22.17	$14.69	$18.43	$22.17	$25.91
53-3032	$18.75	$14.34	$16.55	$18.75	$20.96
53-3033	$17.71	$11.37	$14.54	$17.71	$20.88
53-3099	$25.21	$22.03	$23.62	$25.21	$26.80

Source: Respondents' Exh. 74

EVIDENCE SUMMARY
Wage Rates per County (2013)

Maricopa County, Arizona (area #38060)					
Job code	**Average**	**Level 1**	**Level 2**	**Level 3**	**Level 4**
39-1021					
39-3091					
49-9071	$16.55	$12.33	$14.44	$16.55	$18.66
49-9098					
49-9099					
53-3032					
53-3033					
53-3099					

Yuma County, Arizona (area #49740)					
Job code	**Average**	**Level 1**	**Level 2**	**Level 3**	**Level 4**
39-1021					
39-3091					
49-9071					
49-9098					
49-9099	$18.01	$12.86	$15.44	$18.01	$20.59
53-3032					
53-3033					
53-3099					

Riverside County, California (area #40140)					
Job code	**Average**	**Level 1**	**Level 2**	**Level 3**	**Level 4**
39-1021					
39-3091					
49-9071					
49-9098					
49-9099					
53-3032					
53-3033					
53-3099					

Santa Barbara County, California (area #42060)					
Job code	**Average**	**Level 1**	**Level 2**	**Level 3**	**Level 4**
39-1021					
39-3091					
49-9071					
49-9098					

Santa Barbara County, California (area #42060)					
Job code	Average	Level 1	Level 2	Level 3	Level 4
49-9099					
53-3032					
53-3033					
53-3099	$17.86	$12.42	$15.14	$17.87	$20.59

Source: Respondents' Exh. 75

Exhibit 44

EVIDENCE SUMMARY
WHD's Calculation of Back Wages

WHD's Calculations									
#	Name	Job Code	Hours	$	Dates	Actual weekly pay (Exh K)	22Nov13 (Exh 14)	25Feb14 (Exh 16)	14Dec18 (Exhs. 105 & 106)
1	Saul Estadillo Herrera	Driver (53-3032)	40	$19.37	11 wks	$500	$3022.80	$2750	$2750
2	Gustavo Gamero	Driver (53-3032)	40	$19.37	11 wks	$500	$3022.80	$2750	$2750
3	Sergio Guzman	Driver (53-3032)	40	$19.37	11 wks		$3022.80	$2750	$2750
4	Jaime Hernandez	Machine shop mechanic (49-9071)	40	$18.67	11 wks	$475	$2989.80	$3324.20	$3324.20
5	Omar Lopez Romero	Ride supervisor (39-1021)	40	$18.98	11 wks	$525	$2576.20	$3064.60	$3064.60
6	Antonio Mendez	Ride supervisor (39-1021)	40	$18.98	11 wks	$745	$156.20	$644.60	$644.60
7	Jose Ivan Ortego Romo	Driver (53-3032)	40	$19.37	11 wks	$500	$3022.80	$2750	$2750
8	Fernando Preza	Driver (53-3032)	40	$19.37	11 wks	$500	$3022.80	$2750	$2750
9	Felipe Villegas Quijano	Machine shop mechanic (49-9071)	40	$18.67	11 wks	$395	$3869.80	$4204.20	$4204.20
	TOTAL						$25,946.80	$24,987.60	$24,987.60

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Exhibit 45

EVIDENCE SUMMARY
Hours Worked

#		Arrive	Indio #1 28-3Feb13	Indio #2 4-10Feb13	Indio #3 11-17Feb	Indio #4 18-24Feb	El Mirage 25-3Mar	Goodyear 25-3Mar	Chandler 4-10Mar	Desert #1 11-17Mar	Desert #2 18-24Mar	AZ Mill 1 18-24Mar
1	Saul Estadillo Herrera (#19)	30Jan 01223			37.5 000130	28.5 000222	29 000288		17 000460	11 000496	20 000502	17.5 000798 38.5 000816
2	Gustavo Ildelfenso Gamero Aguilar (#20)	30Jan 01223	7 000002 001207	39 001209	39.5 000138	22 000218	35 000305		17 000458	38.5 000495 001214	19 000523 38.5 001215	17.5 000811 17 000820
3	Sergio Guzman Quijano (#29)	30Jan 01223	8 000005 001207	38.5 000061 001209	37.5 000134	29 000177	38.5 000303		17.5 000459	11 000495		20 000798 16 000815
4	Jaime Hernandez Serrano (#33)	30Jan 01223	6 000012 001207	38.5 000053 001209	39.5 000157 001210	40 000184 001212	35 000295		37.5 000464 001213 39 000487 001214	39 000487 001214	39 000505	38.5 000813
5	Omar Lopez Romero (#39)	30Jan 01223	6 000023 001207	38.5 000060 001209	38.5 000167 001210	40 000177 001212	35.5 000292		36.5 000456 001213	37.5 000487 001214	37.5 000514 001216	38 000810
6	José Antonio Mendez Serrano (#48)	30Jan 01223	6 000010 001207	39.5 000027 001209	39.5 000139 001210	39.5 000202 001212	36.5 000289		38 000455 001213	38.5 000492 001214	38.5 000506 001216	38 000799
7	Jose Ivan Ortega Romo (#156)	11Feb	X	X		30.5 000222		34 000314	16 000435	37.5 000497	19 000521 37.5 001215	17 816 Driver 000823 Not driver 000847
8	Fernando Preza Morales (#63)	30Jan 01224	6 000022	38 000038 001209	38.5 000142	28.5 000220		37 000313	18.5 000460	10 000497		19 000797 17.5 000819 Driver 000823 Not driver 000847
9	Felipe Villegas Quijano (#74)	30Jan 01224	6 000020 001207	38 000056 001209	38.5 000160 001210	35.5 000206 001212	37.5 000296		38 000461 001213	38.5 000480 001214	38.5 000508 001216	38 000810

#		Peoria 25-31Mar	Yuma #2 1-7Apr	AZ Mill 2 1-7Apr	Maricopa 8-14Apr	15-21Apr	22-28Apr
1	Saul Estadillo Herrera (#19)	38.5 001216			32.5 000985 Not driver 001035	39 001220	35.5 X Exh. J, p. 5
2	Gustavo Ildelfenso Gamero Aguilar (#20)				18.5 001026 Not driver 001036	37 001221	34.5 X Exh. J, p. 5
3	Sergio Guzman Quijano (#29)		Driver 000771 000792 000793		17 001027 Driver 001036	36.5 000122	36 X Exh. J, p. 3
4	Jaime Hernandez Serrano (#33)	38.5 001216		36 001217	37.5 000993 001218	38 001220	36 001222
5	Omar Lopez Romero (#39)	37.5 001216 38 001216		35.5 000836 000849 38 001217	37.5 001020 001218	34 001220	34 001222
6	Jose Antonio Mendez Serrano (#48)	38 001216		38.5 000829 000849 001217	37.5 000997 001218	35 001220	34 001222
7	Jose Ivan Ortega Romo (#156)		Driver 000771 000792 000793		17 001028 Driver 001036	35 001220	36 X Exh. J, p. 5
8	Fernando Preza Morales (#63)		Driver 000771 000792 000793		17.5 001027 Driver 001036	34.5	34.5 X Exh. J, p. 5
9	Felipe Villegas Quijano (#74)	38 001216		38.5 000839 001217	37 001004 001218	35 001221	38 001222

Exhibit 46

EVIDENCE SUMMARY
Wages Earned

#		Arrive	Indio #1 28-3Feb13	Indio #2 4-10Feb13	Indio #3 11-17Feb	Indio #4 18-24Feb	El Mirage 25-3Mar	Goodyear 25-3Mar	Chandler 4-10Mar	Desert #1 11-17Mar	Desert #2 18-24Mar	AZ Mill 1 18-24Mar
1	Saul Estadillo Herrera (#19)	30Jan			37.5 $8.63	28.5 $8.63	29 $8.23		17 $8.23	11 $8.23	20 $8.23	17.5 38.5 $8.23
2	Gustavo Ildelfenso Gamero Aguilar (#20)	30Jan	7 $8.63	39 $8.63	39.5 $8.63	22 $8.63	35 $8.23		17 $8.23	38.5 $8.23	19 38.5 $8.23	17.5 17 $8.23
3	Sergio Guzman Quijano (#29)	30Jan	8 $8.63	38.5 $8.63	37.5 $8.63	29 $8.63	38.5 $8.23		17.5 $8.23	11 $8.23		20 16 $8.23
4	Jaime Hernandez Serrano (#33)	30Jan	6 $8.63	38.5 $8.63	39.5 $8.63	40 $8.63	35 $8.23		37.5 39 $8.23	39 $8.23	39 $8.23	38.5 $8.23
5	Omar Lopez Romero (#39)	30Jan	6 $8.63	38.5 $8.63	38.5 $8.63	40 $8.63	35.5 $8.23		36.5 $8.23	37.5 $8.23	37.5 $8.23	38 $8.23
6	Jose Antonio Mendez Serrano (#48)	30Jan	6 $8.63	39.5 $8.63	39.5 $8.63	39.5 $8.63	36.5 $8.23		38 $8.23	38.5 $8.23	38.5 $8.23	38 $8.23
7	Jose Ivan Ortega Romo (#156)	11Feb	X	X		30.5 $8.63		34 $8.23	16 $8.23	37.5 $8.23	19 37.5 $8.23	17 $8.23
8	Fernando Preza Morales (#63)	30Jan	6 $8.63	38 $8.63	38.5 $8.63	28.5 $8.63		37 $8.23	18.5 $8.23	10 $8.23		19 17.5 $8.23
9	Felipe Villegas Quijano (#74)	30Jan	6 $8.63	38 $8.63	38.5 $8.63	35.5 $8.63	37.5 $8.23		38 $8.23	38.5 $8.23	38.5 $8.23	38 $8.23

Maricopa County, Ariz. = $8.23
Yuma County, Ariz. = $8.22
Riverside County, Cal. = $8.63
Santa Barbara County, Cal. = $8.55

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#		Peoria 25-31Mar	Yuma #2 1-7Apr	AZ Mill 2 1-7Apr	Maricopa 8-14Apr	Lompoc 15-21Apr	Santa Bar 22-28Apr	Average weekly hrs
1	Saul Estadillo Herrera (#19)	38.5 $8.23		(28.8) $8.23	32.5 $8.23	39 $8.55	35.5 $8.55	28.8
2	Gustavo Ildelfenso Gamero Aguilar (#20)	(27.8) $8.23		(27.8) $8.23	18.5 $8.23	37 $8.55	34.5 $8.55	27.8
3	Sergio Guzman Quijano (#29)	(26.1) $8.23		(26.1) $8.23	17 $8.23	36.5 $8.55	36 $8.55	26.1
4	Jaime Hernandez Serrano (#33)	38.5 $8.23		36 $8.23	37.5 $8.23	38 $8.55	36 $8.55	35.4
5	Omar Lopez Romero (#39)	37.5 38 $8.23		35.5 38 $8.23	37.5 $8.23	34 $8.55	34 $8.55	34.5
6	José Antonio Mendez Serrano (#48)	38 $8.23		38.5 $8.23	37.5 $8.23	35 $8.55	34 $8.55	35.3
7	Jose Ivan Ortega Romo (#156)	(28.0) $8.23		(28.0) $8.23	17 $8.23	35 $8.55	36 $8.55	28.0
8	Fernando Preza Morales (#63)	(25.8) $8.23		(25.8) $8.23	17.5 $8.23	37 $8.55	34.5 $8.55	25.8
9	Felipe Villegas Quijano (#74)	38 $8.23		38.5 $8.23	37 $8.23	35 $8.55	38 $8.55	35.2

Exhibit 47

EVIDENCE SUMMARY
Total Compensation Paid

#		Weeks of work (Exh. 1 + Exh. 45)	Hours per week (Exh. 46)	Pay rate (Exhs. 42 & 43)	Average pay for 4 MSAs (Exhs. 42-43)	Back wage claim	Wages paid (Exh. 1)	Extra Pay	Income tax	Housing for 11.6 weeks	Relocation travel	Local travel for 11.6 weeks	Total compensation
1	Saul Estadillo Herrera (driver)	10	28.8	$11.51-$24.08	$19.29	**$5555.52**	$5500		$542.50	$1555.08	$200	$581.46	**$8379.04**
2	Gustavo Ildelfenso Gamero Aguilar (driver)	10	27.8	$11.51-$24.08	$19.29	**$5362.62**	$5500		$542.50	$1555.08	$200	$581.46	**$8379.04**
3	Sergio Guzman Quijano (driver)	11	26.1	$11.51-$24.08	$19.29	**$5538.16**	$5500		$596.75	$1555.08	$200	$581.46	**$8433.29**
4	Jaime Hernandez Serrano (mechanic)	11	35.4	$9.75-$23.68	$17.24	**$6713.26**	$5225		$542.71	$1555.08	$200	$581.46	**$8104.25**
5	Omar Lopez Romero (supervisor)	11	34.5	$10.16-$23.45	$18.54	**$7035.93**	$5775		$650.79	$1555.08	$200	$581.46	**$8762.33**
6	José Antonio Mendez Serrano (supervisor)	11	35.3	$10.16-$23.45	$18.54	**$7199.08**	$8195		$1198.92	$1555.08	$200	$581.46	**$11,730.46**
7	Jose Ivan Ortega Romo (driver)	9	28.0	$11.51-$24.08	$19.29	**$4861.08**	$5000		$488.25	$1290.14	$200	$482.40	**$7824.79**
8	Fernando Preza Morales (driver)	11	25.8	$11.51-$24.08	$19.29	**$5474.50**	$5500		$596.75	$1555.08	$200	$581.46	**$8433.29**
9	Felipe Villegas Quijano (mechanic)	11	35.2	$9.75-$23.68	$17.24	**$6675.33**	$4345		$356.22	$1555.08	$200	$581.46	**$7037.76**

Proportion of income taxes is based upon this formula:
(Weeks of work (listed above) divided by length of season (total pay on W-2s divided by weekly pay found in Exh. 37)) x Total withholdings reflected on W-2s

Butler's Exh. 47, p. 1

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES

In the Matter of:	*	
ADMINISTRATOR,	*	
WAGE & HOUR DIVISION		**Case No.:** 2018-TNE-00019
Plaintiff	*	
		WHD Reference #: 1689932
v.	*	
BUTLER AMUSEMENTS, INC., and	*	
MICHAEL BRAJEVICH		
Respondents	*	

* * * * * * * * * * * * * *

RESPONDENT'S SUPPLEMENTAL ANSWERS TO INTERROGATORIES

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Attorney for Respondents

April 1, 2019

FROM: Butler Amusements, Inc., and Michael Brajevich, Respondents

TO: Administrator, Wage & Hour Division, Plaintiff

Butler Amusements, Inc., and Michael Brajevich, Respondents, answer the Plaintiff's interrogatories and say:

A. The information supplied in these answers is not based solely upon the knowledge of the executing party, but includes the knowledge of the party's agents, representatives, and attorneys, unless privileged.

B. The word usage and sentence structure is that of the attorneys who in fact prepared these answers and language does not purport to be the exact language of the executing party.

C. These interrogatories have been interpreted and answered in accordance with the Rules of Procedure and plain English usage. To the extent the definitions and instructions included with the interrogatories are inconsistent therewith, this party disavows any intention to abide by them.

D. Defendant objects to the interrogatories to the extent that they purport to require answers on behalf of any entity other than this Defendant.

INTERROGATORY NO. 1: Unless you unconditionally admitted Request for Admission No. 1, provide the basis or bases upon which you rely for each part of your denial of Request for Admission No. 1.

ANSWER NO. 1: In addition to the basis obvious from the answer itself, the basis for the conditional answer is that the request was overbroad and included false statements or implications. The request also exceeded the permissible bounds for a request for admission of facts.

INTERROGATORY NO. 2: Unless you unconditionally admitted Request for Admission No. 2, provide the basis or bases upon which you rely for each part of your denial of Request for Admission No. 2.

ANSWER NO. 2: In addition to the basis obvious from the answer itself, the basis for the conditional answer is that the request was overbroad and included false statements or

implications. The request also exceeded the permissible bounds for a request for admission of facts.

SUPPLEMENTAL ANSWER NO. 2: Request for admission #2 asked that Respondents admit that they employed H-2B workers during the 2013 season in positions other than as amusement and recreation attendants. The factual basis for the previous denial is that the H-2B workers during the 2013 season performed approved duties within SOC code 39-3091 (amusement and recreation attendants). Further, any work outside of that job code was not a substantial violation because the H-2B workers during the 2013 season conformed to the "incidental-duty" rule and the "dual-position" rule.

Any workers engaged at the winter quarters are planned to work 40 hours per week. Ride attendants may be asked to accompany a piece of equipment to be repaired a winter quarters so that they may set it up and tear it down. They might also engage in light cleaning while the equipment is repaired at winter quarters. They may also be asked to show the mechanics a particular problem.

H-2B workers are not tasked as supervisors. Some of them serve as liaisons between company supervisors and H-2B workers. This is because they are bilingual and able to provide communication services with workers or customers. Some supervisors do not speak Spanish. This role is analogous to a ride foreman or lead for a particular attraction. They do not hire, fire, or determine pay rate. They do not spend a substantial amount of time providing liaison services.

Those individuals performing driving functions are identified as such in the time records.

INTERROGATORY NO. 3: Unless you unconditionally admitted Request for Admission No. 3, provide the basis or bases upon which you rely for each part of your denial of Request for Admission No. 3.

ANSWER NO. 3: In addition to the basis obvious from the answer itself, the basis for the conditional answer is that the request was overbroad and included false statements or implications. The request also exceeded the permissible bounds for a request for admission of facts.

SUPPLEMENTAL ANSWER NO. 3: Request for admission #3 asked Respondents to admit that they provided free housing to all H-2B workers during the 2013 season.

Respondent's #9141 indicates in the addendum for § D.a.7a that "Employer makes available transportation from venue to venue and scheduled transportation to laundry, shopping valued at $25.00 per week." The addendum for § D.a.8a indicates that "Employer makes available mobile housing valued at $125.00 per week."

Respondent's #9142, § G.1-2, indicates that Respondent pays $323.60-$368.40 per week. In § G.3, it states "Employer follows prevailing practices for the Traveling Amusement Industry in regards to housing, transportation and weekly salary for workers."

In the addendum for § F.a.2, it indicates that Respondent is "not subject to an hourly wage," and that "[t]he weekly wage has been calculated based upon a standard 40-hour week using the methodology detailed in Section G.1." In the addendum for § F.a.3, it indicates that Respondent "will pay the weekly salary for each week that the worker is employed." In the addendum for § G.1.a, it again indicates that Respondent is "not subject to an hourly wage." In the addendum for § G.3, it indicates that

> Merit increases and/or bonuses may be awarded at employer discretion.
> As per prevailing practices of the mobile entertainment industry for both similarly employed U.S. and foreign workers:
> - Employer makes available mobile housing valued at $125.00 per week.

- Employer makes available transportation from venue to venue and scheduled transportation to laundry, shopping valued at $25.00 per week ....

If the wage to be paid is higher tha[n] the Variable Prevailing Wage Determination, the employer reserves the right to charge a fee for housing and transportation, but the effective rate of pay will not be lower than the Variable Prevailing Wage Determination.

The 2d addendum for § G.3 stated that "Employer will pay variable prevailing wage in the listed venues as per the 9141 Attached."

The job posting provided that

Employer will pay the applicable variable prevailing weekly wage ... ranging from $323.60/wk (lowest) to $368.40/wk (highest): $347.88 Average Weekly Wage .... Merit increases and/or bonuses may be awarded at employer discretion. Employer makes available mobile housing valued at $125.00/week. Employer makes available transportation from venue to venue and scheduled transportation to laundry, shopping valued at $25.00/week.

The newspaper advertisement provided that

employer not subject to Federal hourly wage .... The employer will pay the weekly salary for each week that the worker is employed. Employer will pay the applicable variable prevailing weekly wage for each location ... ranging from $323.60/wk (lowest) to $368.40/wk (highest): $347.88 Average Weekly Wage .... Merit increases and/or bonuses may be awarded at employer discretion. Employer makes available mobile housing valued at $125.00/week. Employer makes available transportation from venue to venue and scheduled transportation to laundry, shopping valued at $25.00/week.

The I-129, part 5, #8, responding to the "Wages per week or per year" by stating "AS PER ATTACHED." The itinerary attached to the I-129 indicated that "Employer follows prevailing practices for the Traveling Amusement Industry in regards to housing, transportation and weekly salary for workers."

In accordance with industry practice and Respondent's labor certification, Respondent claims a credit for the value of its housing.

INTERROGATORY NO. 4: Unless you unconditionally admitted Request for Admission No. 7, provide the basis or bases upon which you rely for each part of your denial of Request for Admission No. 7.

ANSWER NO. 4: In addition to the basis obvious from the answer itself, the basis for the conditional answer is that the request was overbroad and included false statements or implications. The request also exceeded the permissible bounds for a request for admission of facts.

INTERROGATORY NO. 5: If you are seeking a credit or other offset for furnishing housing to any of your H-2B Workers, please state the address of each housing furnished, the name of each of your H-2B Workers who resided in such housing, the time period of each of your H-2B Workers' residence, and the cost of the housing to you.

ANSWER NO. 5: *Objection*. This request is not limited in time or to the implicated workers, and is therefore largely irrelevant. Without waiving this objection, housing was made available at locations reflected on Butler's itinerary and previously produced. Each of the 9 implicated workers lived in the housing during the 2013 season. Respondents are still identifying and preparing cost documentation, and this answer will be supplemented.

SUPPLEMENTAL ANSWER NO. 5: The addresses at, and dates on, which the housing was used during the 2013 season were identified in Respondent's itinerary, produced as Butler 01227-01235. H-2B workers lived in the bunkhouses throughout the season. The names and employment start dates of the 187 H-2B workers during the 2013 season are identified in the attached Excel spreadsheet, Butler 01223-01226. The employment termination dates for the 187 H-2B workers during the 2013 season are identified in the departure records produced as Butler 01701-01758. The cost basis for the bunkhouses is calculated by the company's outside accountant in Butler 01686-01690. If needed, the voluminous supporting documents are available for review at the accountant's office pursuant to 29 C.F.R. § 18.60 (d).

INTERROGATORY NO. 6: Explain each basis upon which you rely for establishing your offered wage rate during the Period of Intended Employment.

ANSWER NO. 6: *Objection*. This interrogatory calls for a legal conclusions not appropriate for interrogatories. Without waiving this objection, "offered wage" is a term of art, and by definition, the basis for the offered wage rate is the ETA Form 9142.

SUPPLEMENTAL ANSWER NO. 6: The term "offered wage" is defined in the operative 2008 rule as "the highest of the prevailing wage, Federal minimum wage, the State minimum wage, or local minimum wage." 20 C.F.R. § 655.4. As such, the offered wage rate is established in Butler's prevailing wage determination (#9141), Butler 01361-01379 and 01347-01349 (2d addendum for § G.3 in the #9142), and Butler 01380-01427 (I-129).

INTERROGATORY NO. 7: Please identify each of your H-2B Workers. (For the purposes of this Interrogatory, the term "identify" shall include but not be limited to each H-2B Worker's: name, last known contact information [address, phone, e-mail address]; job title; job duties; supervisor; rate of pay; method of pay, and period of employment with you for the Period of Intended Employment.)

ANSWER NO. 7: *Objection*. This request is not limited in time or to the implicated workers, and is therefore largely irrelevant. Without waiving this objection, Butler's H-2B workers for the 2013 season were identified in the records already produced for inspection. Specifically, contact information is contained in the Excel spreadsheet for the 2013 H-2B workers.

SUPPLEMENTAL ANSWER NO. 7: The Excel spreadsheet identifying the 2013 H-2B workers is found at Butler 01223-01226. Job title and duties are identified in the #9142, stamped as Butler_01361-01379 and 01347-01349. Supervisors are identified in the payroll records, including the summary of time cards, gathered as Butler 000001-001074. Rate of pay is identified in answer to interrogatory #6 and those same payroll records. Method of pay is identified in answer to interrogatory #14. The period of employment is identified in answer to interrogatory #5.

INTERROGATORY NO. 8: Please identify each practice referenced in your statement that you follow "prevailing practices for the Traveling Amusement Industry in regards to housing, transportation and weekly salary for workers" on page 5, § G of your ETA Form 9142B.

ANSWER NO. 8: This statement indicates that Butler availed itself, as permitted under the 2008 rules, to follow industry practice to provide housing, in and out of country travel, and local convenience travel for a credit, and to use a prepayment plan for compensating wages. Respondents were also entitled to credits for providing visa and inspection fees, and bonuses or merit pay. See also the answer to interrogatory #11.

INTERROGATORY NO. 9: If you dispute any of the Secretary's computations of backwages to your H-2B Workers (attached as EXHIBIT A), please identify and explain each such dispute.

ANSWER NO. 9: *Objection.* The Administrator has not explained how those calculations were made, so it is not possible to answer this interrogatory. Further, by its very nature, once a dispute is acknowledged, there is nothing remaining to "identify and explain." Without waiving this objection, Respondents believe that the Administrator made no allowance for proper credits (including for the duration of the season), nor the issues identified in Respondents' motion for summary judgment, including:

- The unenforceability of the 2008 regulations.
- The binding nature of ETA's prevailing wages.
- The absence of enforceable regulatory requirements.
- It is not necessary to identify every single job task when applying for a prevailing wage.
- The H-2B workers were entitled to work minor or incidental duties outside of their designated job code up to 20% of their time.

AR - 2996 Butler's Exh. 48, p. 008 Butler 01934

- The H-2B workers were entitled to work up to 80% of their time supervising others in the same job code.

SUPPLEMENTAL ANSWER NO. 9: Respondent will supplement this answer once the Administrator produces his file and explains the basis for the calculations.

INTERROGATORY NO. 10: If you dispute the amount of the civil money penalties assessed in this matter, please identify each such dispute.

ANSWER NO. 10: *Objection.* The Administrator has not explained how those calculations were made, so it is not possible to answer this interrogatory. Further, by its very nature, once a dispute is acknowledged, there is nothing remaining to "identify." Without waiving this objection, Respondents simply state that they identify the dispute by acknowledging that they dispute the amount.

SUPPLEMENTAL ANSWER NO. 10: Respondent will supplement this answer once the Administrator produces his file and explains the basis for the calculations. See also the answer to interrogatory #9.

INTERROGATORY NO. 11: Please state each legal offset or other credit you are seeking or expect to seek in this matter to reduce your financial liability. (If you are seeking a housing credit, you need not repeat any information you included in your Answer to Interrogatory No. 5.)

ANSWER NO. 11: This information was already provided in other answers.

SUPPLEMENTAL ANSWER NO. 11: Respondent claims a credit or offset for

- housing,
- local convenience travel,
- in and out of country relocation travel,
- prepayment plan,
- food,

- bonuses or merit pay,
- per diem or supplemental pay,
- spot-to-spot variations in the prevailing wage,
- reimbursement of employee expenses, including personal income taxes,
- other facilities.

INTERROGATORY NO. 12: Please explain your corporate structure with such information to include but not limited to: each principal with their name, title, job duties, and corporate address; the address of each entity; whether any principal has an interest in any other entity; the dates each entity has been in legal existence, whether any entity has a website, and if so, the website address.

ANSWER NO. 12: *Objection.* This request is not limited in time, and is therefore largely irrelevant. Without waiving this objection, Butler's chief executive officer is Michael Brajevich. The Board of Directors consists of Michael Brajevich, Lance Moyer, and Tom Shobaken. Corporate shares are owned by Tammy Quint, Kelly Butler, Kris Brajevich, Jill Moyer, and Sean Butler.

SUPPLEMENTAL ANSWER NO. 12: Mr. Mick Brajevich has no corporate structure.

INTERROGATORY NO. 13: If any information you indicated in your TEC has changed since filing, please identify and explain each such change. (For purposes of this Interrogatory, the term "identify and explain" shall include but not be limited to: an identification of the change, the location (form name, part or subsection, and page number) of each piece of changed information; the reason why the information changed (if any); and the individual or individuals responsible for each such piece of changed information.)

ANSWER NO. 13: *Objection.* This request is not limited in time, and is therefore largely irrelevant. Without waiving this objection, Respondents are not aware of any information in their ETA Form 9142 for the 2013 season that was not accurate at the time the form was submitted.

INTERROGATORY NO. 14: Please explain your method of paying each of your H-2B Workers. (For purposes of this interrogatory only, the term "explain your method of paying" shall include but not be limited to: how you determine the amount of pay, the name

and title of each person who dispenses pay; the method of payment (such as whether cash, check, electronic funds transfer, or any other method), whether payment is made to all H-2B Workers at the same time; the name and title of the individual who determines who will be paid first; if pay is contained in an envelope, the name and title of each of your employees who handled the envelope before it is given to each H-2B Worker, and; whether all H-2B Workers are paid on the same day.)

ANSWER NO. 14: *Objection.* This request is not limited in time or to the implicated workers, and is therefore largely irrelevant. Without waiving this objection, in 2013, Butler's H-2B employees in 2013 were paid in cash on Sunday. They countersigned their pay statement, and the pay statements were sent to the Beaverton office.

SUPPLEMENTAL ANSWER NO. 14: Kelley Butler and Gena Tuttle ran that function. The unit manager determines base pay. Additional pay is available in the event that a worker does more work. Workers are paid in the order in which they arrive at the office window. They are eligible to be paid as soon as they have finished working that evening. Some workers voluntarily choose to wait before seeking their pay. The office manager places the cash payment in an envelope with the name and amount for each worker, and each worker counts the amount to verify accuracy.

INTERROGATORY NO. 15: Please identify each person involved in paying your H-2B Workers.

ANSWER NO. 15: *Objection.* This request is not limited in time or to the implicated workers, and is therefore largely irrelevant. Without waiving this objection, in 2013, Butler is the employer and was responsible for paying.

SUPPLEMENTAL ANSWER NO. 15: See answer #14.

INTERROGATORY NO. 20 [sic]: Are you able to meet your financial obligations?

ANSWER NO. 20 [sic]: *Objection.* This request is not limited in time or to the implicated workers, and is therefore largely irrelevant. It also appears to go to collectibility, for which

discovery is inappropriate at least until an adverse judgment is obtained. Without waiving this objection, in 2013, Butler satisfied DHS's definition of financial viability.

I, **Michael Brajevich**, am chief executive officer of BUTLER AMUSEMENTS, INC., and am duly authorized by the corporation to execute these answers to interrogatories under oath on its behalf. The information set forth in these answers was collected by others and such information is not necessarily within my personal knowledge. However, on behalf of the corporation, I solemnly affirm under penalties of perjury that the foregoing answers to interrogatories are true to the best of my knowledge, information and belief.

Michael Brajevich

I, **Michael Brajevich**, execute these answers to interrogatories under oath. The information set forth in these answers was collected by others and such information is not necessarily within my personal knowledge. I solemnly affirm under penalties of perjury that the foregoing answers to interrogatories are true to the best of my knowledge, information and belief.

Michael Brajevich

R. Wayne Pierce

R. WAYNE PIERCE
The Pierce Law Firm, LLC
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Attorney for Respondents

CERTIFICATE OF SERVICE

Respondents Butler Amusements, Inc., and Michael Brajevich, hereby certify that on **April 1, 2019,** copies of the following:

1. Respondents' Suplemental Answers to Interrogatories

Were Federal Expressed, and a copy was e-mailed, to:

Jeannie Gorman
US Department of Labor
Office of the Solicitor
300 5th Avenue, Suite 1120
Seattle, Washington 98104-2397
Ph: (206) 757-6762
Fax: (206) 757-6761
Gorman.jeannie@dol.gov

And a copy of the notice of service was mailed to:
Chief Docket Clerk
Office of Administrative Law Judges
800 K Street NW, Suite 400
Washington, DC 20001-8002

R. WAYNE PIERCE

O*NET® 23.2 Database

The O*NET database contains a rich set of variables that describe work and worker characteristics, including skill requirements. Developers and other customers are encouraged to incorporate the O*NET database within their products, services, and research. This section contains an overview of the most recent database and a variety of database download options, as well as format-specific data dictionaries.

Overview All Files Individual Files Web Services

The O*NET 23.2 Database is available under a Creative Commons license. See the Database license page for more information.

- Knowledge, Skills, Abilities
- Education, Experience, Training
- Interests, Work Values, Work Styles
- Tasks
- Technology Skills & Tools
- Work Activities
- Work Context
- Occupation Titles
- Related Occupations
- Green
- Data Collection

Knowledge, Skills, Abilities

Knowledge
This file contains the Content Model Knowledge data associated with each O*NET-SOC occupation. Read more...

Skills
This file contains the Content Model Skill data associated with each O*NET-SOC occupation. Read more...

Abilities
This file contains the Content Model Ability data associated with each O*NET-SOC occupation. Read more...

Education, Experience, Training

Education, Training, and Experience
This file contains the percent frequency data associated with Education, Training, and Experience Content Model elements. Read more...

Education, Training, and Experience Categories
This file contains the categories associated with the Education, Training, and Experience content area. Read more...

Job Zones
This file contains each O*NET-SOC code and its corresponding Job Zone number. Read more...

Job Zone Reference
This file describes the five O*NET Job Zones, which are groups of occupations that need the same level of experience, education, and training. Read more...

Interests, Work Values, Work Styles

Interests
This file contains the Content Model Interest data associated with each O*NET-SOC occupation. Read more...

Work Values
This file contains the Content Model Work Values data associated with each O*NET- SOC occupation. Read more...

Work Styles
This file contains the Content Model Work Styles data associated with each O*NET-SOC occupation. Read more...

Tasks

Task Statements
This file contains the tasks associated with each O*NET-SOC occupation. Read more...

Task Ratings
This file contains the task ratings associated with each O*NET-SOC occupation. Read more...

Task Categories
This file contains the categories associated with the Task content area. Read more...

Emerging Tasks
This file contains new and revised task statements proposed for future data collection. Read more...

Technology Skills & Tools

Technology Skills updated in 23.2
This file contains the Technology Skills examples, including hot technologies, associated with O*NET-SOC occupations. Read more...

Tools Used
This file contains the Tools Used examples associated with O*NET-SOC occupations. Read more...

UNSPSC Reference
This file contains a listing of commodities in the United Nations Standard Products and Services Code (UNSPSC), version 15.1101. Read more...

Tools and Technology updated in 23.2
This file is deprecated and will be removed in a future release of the O*NET Database. Read more...

Work Activities

Work Activities
This file contains the Content Model Work Activity data associated with each O*NET-SOC occupation. Read more...

IWA Reference
This file contains each Intermediate Work Activity and its corresponding O*NET Work Activity element ID. Read more...

DWA Reference
This file contains each Detailed Work Activity and its corresponding GWA and IWA identifiers. Read more...

Tasks to DWAs
This file maps each Detailed Work Activity (DWA) to the task statements, and consequently to the O*NET-SOC occupations, requiring that activity. Read more...

Work Context

Work Context
This file contains the Content Model Work Context data associated with each O*NET-SOC occupation. Read more...

Work Context Categories
This file contains the categories associated with the Work Context content area. Read more...

Occupation Titles

Occupation Data
This file contains each O*NET-SOC code, occupational title, and definition/description. Read more...

Alternate Titles updated in 23.2
This file contains alternate, or "lay", occupational titles for the O*NET-SOC classification system. Read more...

Sample of Reported Titles updated in 23.2
This file contains job titles frequently reported by incumbents and occupational experts on data collection surveys. Read more...

Related Occupations

Career Changers Matrix
For each O*NET-SOC code included, up to 10 related O*NET-SOC codes are listed. Read more...

Career Starters Matrix
For each O*NET-SOC code included, 10 related O*NET-SOC codes are listed. Read more...

Butler's Exh. 49, p. 003

Butler 01943

Excel Text MySQL SQL Server Oracle

Green

Green Occupations
This file contains the occupations that have been identified as Green. Read more...

Excel Text MySQL SQL Server Oracle

Green Task Statements
This file contains the green tasks associated with O*NET-SOC occupations. Read more...

Excel Text MySQL SQL Server Oracle

Tasks to Green DWAs
This file maps each Green Detailed Work Activity (Green DWA) to the task statements, and consequently to the O*NET-SOC occupations, requiring that activity. Read more...

Excel Text MySQL SQL Server Oracle

Green DWA Reference
This file contains each Green Detailed Work Activity and the element ID of its corresponding generalized Work Activity. Read more...

Excel Text MySQL SQL Server Oracle

Data Collection

Content Model Reference
This file contains the Content Model elements and descriptions. Read more...

Excel Text MySQL SQL Server Oracle

Occupation Level Metadata
This file contains occupational level metadata variables associated with data collection statistics. Read more...

Excel Text MySQL SQL Server Oracle

Level Scale Anchors
This file contains the scale anchors associated with the following four content areas – 1) Abilities, 2) Knowledge, 3) Skills, and 4) Work Activities. Read more...

Excel Text MySQL SQL Server Oracle

Scales Reference
This file contains the Scale information by which the raw values are measured. Read more...

Excel Text MySQL SQL Server Oracle

Survey Booklet Locations
This file contains the Content Model elements that have corresponding survey item numbers in the Survey Booklet. Read more...

Excel Text MySQL SQL Server Oracle

O*NET OnLine

Updated 2018

Summary Report for:

39-3091.00 - Amusement and Recreation Attendants

Perform variety of attending duties at amusement or recreation facility. May schedule use of recreation facilities, maintain and provide equipment to participants of sporting events or recreational pursuits, or operate amusement concessions and rides.

Sample of reported job titles: Activities Attendant, Golf Starter and Ranger, Recreation Aide, Recreation Attendant, Recreation Clerk, Recreation Leader, Ride Operator, Service Representative, Ski Lift Operator, Sports Complex Attendant

View report: Summary | Details | Custom

Tasks | Technology Skills | Tools Used | Knowledge | Skills | Abilities | Work Activities | Detailed Work Activities | Work Context | Job Zone | Education | Credentials | Interests | Work Styles | Work Values | Related Occupations | Wages & Employment | Job Openings | Additional Information

Tasks

All 19 displayed

- Sell tickets and collect fees from customers.
- Sell and serve refreshments to customers.
- Record details of attendance, sales, receipts, reservations, or repair activities.
- Provide information about facilities, entertainment options, and rules and regulations.
- Direct patrons to rides, seats, or attractions.
- Monitor activities to ensure adherence to rules and safety procedures, or arrange for the removal of unruly patrons.
- Clean sporting equipment, vehicles, rides, booths, facilities, or grounds.
- Keep informed of shut-down and emergency evacuation procedures.
- Operate machines to clean, smooth, and prepare the ice surfaces of rinks for activities such as skating, hockey, or curling.
- Operate, drive, or explain the use of mechanical riding devices or other automatic equipment in amusement parks, carnivals, or recreation areas.
- Provide assistance to patrons entering or exiting amusement rides, boats, or ski lifts, or mounting or dismounting animals.
- Rent, sell, or issue sporting equipment and supplies, such as bowling shoes, golf balls, swimming suits, or beach chairs.
- Fasten safety devices for patrons, or provide them with directions for fastening devices.
- Tend amusement booths in parks, carnivals, or stadiums, performing duties such as conducting games, photographing patrons, or awarding prizes.
- Verify, collect, or punch tickets before admitting patrons to venues such as amusement parks and rides.
- Inspect equipment to detect wear and damage and perform minor repairs, adjustments or maintenance tasks such as oiling parts.
- Maintain inventories of equipment, storing and retrieving items and assembling and disassembling equipment as necessary.

Butler's Exh. 50, p. 001

- Announce or describe amusement park attractions to patrons to entice customers to games and other entertainment.
- Schedule the use of recreation facilities, such as golf courses, tennis courts, bowling alleys, or softball diamonds.

Find occupations related to multiple tasks

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Technology Skills

All 9 displayed **Show 28 tools used**

- **Calendar and scheduling software**
- **Data base user interface and query software** — Database software
- **Desktop publishing software** — Adobe Systems Adobe PageMaker
- **Electronic mail software** — Microsoft Outlook
- **Internet browser software** — Microsoft Internet Explorer
- **Office suite software** — Microsoft Office
- **Operating system software** — Microsoft Windows
- **Spreadsheet software** — Microsoft Excel
- **Word processing software** — Microsoft Word

Hot Technology — a technology requirement frequently included in employer job postings.

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Knowledge

All 4 displayed

- **Customer and Personal Service** — Knowledge of principles and processes for providing customer and personal services. This includes customer needs assessment, meeting quality standards for services, and evaluation of customer satisfaction.
- **Administration and Management** — Knowledge of business and management principles involved in strategic planning, resource allocation, human resources modeling, leadership technique, production methods, and coordination of people and resources.
- **Clerical** — Knowledge of administrative and clerical procedures and systems such as word processing, managing files and records, stenography and transcription, designing forms, and other office procedures and terminology.
- **English Language** — Knowledge of the structure and content of the English language including the meaning and spelling of words, rules of composition, and grammar.

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Skills

All 4 displayed

- **Speaking** — Talking to others to convey information effectively.
- **Active Listening** — Giving full attention to what other people are saying, taking time to understand the points being made, asking questions as appropriate, and not interrupting at inappropriate times.
- **Service Orientation** — Actively looking for ways to help people.
-

Social Perceptiveness — Being aware of others' reactions and understanding why they react as they do.

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Abilities

All 7 displayed

- **Oral Expression** — The ability to communicate information and ideas in speaking so others will understand.
- **Oral Comprehension** — The ability to listen to and understand information and ideas presented through spoken words and sentences.
- **Speech Clarity** — The ability to speak clearly so others can understand you.
- **Problem Sensitivity** — The ability to tell when something is wrong or is likely to go wrong. It does not involve solving the problem, only recognizing there is a problem.
- **Speech Recognition** — The ability to identify and understand the speech of another person.
- **Deductive Reasoning** — The ability to apply general rules to specific problems to produce answers that make sense.
- **Near Vision** — The ability to see details at close range (within a few feet of the observer).

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Work Activities

All 10 displayed

- **Performing for or Working Directly with the Public** — Performing for people or dealing directly with the public. This includes serving customers in restaurants and stores, and receiving clients or guests.
- **Communicating with Supervisors, Peers, or Subordinates** — Providing information to supervisors, co-workers, and subordinates by telephone, in written form, e-mail, or in person.
- **Getting Information** — Observing, receiving, and otherwise obtaining information from all relevant sources.
- **Handling and Moving Objects** — Using hands and arms in handling, installing, positioning, and moving materials, and manipulating things.
- **Establishing and Maintaining Interpersonal Relationships** — Developing constructive and cooperative working relationships with others, and maintaining them over time.
- **Assisting and Caring for Others** — Providing personal assistance, medical attention, emotional support, or other personal care to others such as coworkers, customers, or patients.
- **Performing General Physical Activities** — Performing physical activities that require considerable use of your arms and legs and moving your whole body, such as climbing, lifting, balancing, walking, stooping, and handling of materials.
- **Communicating with Persons Outside Organization** — Communicating with people outside the organization, representing the organization to customers, the public, government, and other external sources. This information can be exchanged in person, in writing, or by telephone or e-mail.
- **Interacting With Computers** — Using computers and computer systems (including hardware and software) to program, write software, set up functions, enter data, or process information.
- **Identifying Objects, Actions, and Events** — Identifying information by categorizing, estimating, recognizing differences or similarities, and detecting changes in circumstances or events.

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Detailed Work Activities

All 18 displayed

- Sell products or services.
- Explain regulations, policies, or procedures.
- Assist patrons with entering or exiting vehicles or other forms of transportation.
- Maintain financial or account records.
- Prepare operational reports or records.
- Distribute resources to patrons or employees.
- Provide attraction or event information to patrons.
- Provide patrons with directions to locales or attractions.
- Communicate with management or other staff to resolve problems.
- Monitor operational quality or safety.
- Conduct amusement or gaming activities.
- Clean tools or equipment.
- Clean work areas or facilities.
- Verify patron or staff credentials.
- Inspect equipment to ensure proper functioning.
- Maintain supply or equipment inventories.
- Maintain knowledge of business operations.
- Arrange facility schedules.

Find occupations related to multiple detailed work activities

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Work Context

All 28 displayed

- **Contact With Others** — 92% responded "Constant contact with others."
- **Spend Time Standing** — 77% responded "Continually or almost continually."
- **Responsible for Others' Health and Safety** — 74% responded "Very high responsibility."
- **Indoors, Environmentally Controlled** — 77% responded "Every day."
- **Face-to-Face Discussions** — 67% responded "Every day."
- **Deal With External Customers** — 78% responded "Extremely important."
- **Importance of Being Exact or Accurate** — 56% responded "Extremely important."
- **Importance of Repeating Same Tasks** — 67% responded "Extremely important."
- **Physical Proximity** — 52% responded "Very close (near touching)."
- **Work With Work Group or Team** — 74% responded "Extremely important."
- **Deal With Unpleasant or Angry People** — 27% responded "Once a week or more but not every day."
- **Coordinate or Lead Others** — 33% responded "Very important."
- **Spend Time Making Repetitive Motions** — 75% responded "Continually or almost continually."
- **Exposed to Minor Burns, Cuts, Bites, or Stings** — 63% responded "Every day."
- **Freedom to Make Decisions** — 33% responded "Some freedom."
- **Frequency of Conflict Situations** — 60% responded "Once a week or more but not every day."
- **Spend Time Walking and Running** — 35% responded "Less than half the time."
- **Spend Time Using Your Hands to Handle, Control, or Feel Objects, Tools, or Controls** — 52% responded "Continually or almost continually."

- **Telephone** — 52% responded "Once a week or more but not every day."
- **Impact of Decisions on Co-workers or Company Results** — 61% responded "Very important results."
- **Structured versus Unstructured Work** — 37% responded "Limited freedom."
- **Wear Common Protective or Safety Equipment such as Safety Shoes, Glasses, Gloves, Hearing Protection, Hard Hats, or Life Jackets**
- **Letters and Memos** — 26% responded "Never."
- **Responsibility for Outcomes and Results** — 18% responded "Limited responsibility."
- **Sounds, Noise Levels Are Distracting or Uncomfortable** — 44% responded "Every day."
- **Frequency of Decision Making** — 35% responded "Every day."
- **Consequence of Error**
- **Deal With Physically Aggressive People** — 17% responded "Once a month or more but not every week."

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Job Zone

Title	Job Zone One: Little or No Preparation Needed
Education	Some of these occupations may require a high school diploma or GED certificate.
Related Experience	Little or no previous work-related skill, knowledge, or experience is needed for these occupations. For example, a person can become a waiter or waitress even if he/she has never worked before.
Job Training	Employees in these occupations need anywhere from a few days to a few months of training. Usually, an experienced worker could show you how to do the job.
Job Zone Examples	These occupations involve following instructions and helping others. Examples include counter and rental clerks, dishwashers, sewing machine operators, landscaping and groundskeeping workers, logging equipment operators, and baristas.
SVP Range	(Below 4.0)

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Education

Percentage of Respondents	Education Level Required
Not available	Less than high school diploma
Not available	High school diploma or equivalent
Not available	Associate's degree

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Credentials

Find Certifications | Find Licenses | APPRENTICESHIP.GOV

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Interests

All 3 displayed

Interest code: **ECR** Want to discover your interests? Take the O*NET Interest Profiler at My Next Move.

- **Enterprising** — Enterprising occupations frequently involve starting up and carrying out projects. These occupations can involve leading people and making many decisions. Sometimes they require risk taking and often deal with business.
- **Conventional** — Conventional occupations frequently involve following set procedures and routines. These occupations can include working with data and details more than with ideas. Usually there is a clear line of authority to follow.
- **Realistic** — Realistic occupations frequently involve work activities that include practical, hands-on problems and solutions. They often deal with plants, animals, and real-world materials like wood, tools, and machinery. Many of the occupations require working outside, and do not involve a lot of paperwork or working closely with others.

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Work Styles

All 13 displayed

- **Concern for Others** — Job requires being sensitive to others' needs and feelings and being understanding and helpful on the job.
- **Cooperation** — Job requires being pleasant with others on the job and displaying a good-natured, cooperative attitude.
- **Self Control** — Job requires maintaining composure, keeping emotions in check, controlling anger, and avoiding aggressive behavior, even in very difficult situations.
- **Dependability** — Job requires being reliable, responsible, and dependable, and fulfilling obligations.
- **Stress Tolerance** — Job requires accepting criticism and dealing calmly and effectively with high stress situations.
- **Attention to Detail** — Job requires being careful about detail and thorough in completing work tasks.
- **Social Orientation** — Job requires preferring to work with others rather than alone, and being personally connected with others on the job.
- **Adaptability/Flexibility** — Job requires being open to change (positive or negative) and to considerable variety in the workplace.
- **Integrity** — Job requires being honest and ethical.
- **Initiative** — Job requires a willingness to take on responsibilities and challenges.
- **Achievement/Effort** — Job requires establishing and maintaining personally challenging achievement goals and exerting effort toward mastering tasks.
- **Leadership** — Job requires a willingness to lead, take charge, and offer opinions and direction.
- **Persistence** — Job requires persistence in the face of obstacles.

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Work Values

All 3 displayed

- **Support** — Occupations that satisfy this work value offer supportive management that stands behind employees. Corresponding needs are Company Policies, Supervision: Human Relations and Supervision: Technical.
- **Independence** — Occupations that satisfy this work value allow employees to work on their own and make decisions. Corresponding needs are Creativity, Responsibility and Autonomy.

- **Relationships** — Occupations that satisfy this work value allow employees to provide service to others and work with co-workers in a friendly non-competitive environment. Corresponding needs are Co-workers, Moral Values and Social Service.

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Related Occupations

All 10 displayed

35-2011.00	Cooks, Fast Food	
35-3021.00	Combined Food Preparation and Serving Workers, Including Fast Food	Bright Outlook
35-3031.00	Waiters and Waitresses	
35-3041.00	Food Servers, Nonrestaurant	
35-9011.00	Dining Room and Cafeteria Attendants and Bartender Helpers	
35-9031.00	Hosts and Hostesses, Restaurant, Lounge, and Coffee Shop	
39-2021.00	Nonfarm Animal Caretakers	
41-2011.00	Cashiers	
41-2021.00	Counter and Rental Clerks	
43-5081.01	Stock Clerks, Sales Floor	

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Wages & Employment Trends

Median wages (2017) $10.13 hourly, $21,060 annual

State wages Local Salary Info

Employment (2016) 300,000 employees

Projected growth (2016-2026) Average (5% to 9%)

Projected job openings (2016-2026) 73,200

State trends Employment Trends

Top industries (2016) Arts, Entertainment, and Recreation
Government

Source: Bureau of Labor Statistics 2017 wage data and 2016-2026 employment projections. "Projected growth" represents the estimated change in total employment over the projections period (2016-2026). "Projected job openings" represent openings due to growth and replacement.

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Job Openings on the Web

Find Jobs

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Sources of Additional Information

All 3 displayed

Disclaimer: Sources are listed to provide additional information on related jobs, specialties, and/or industries. Links to non-DOL Internet sites are provided for your convenience and do not constitute an endorsement.

- International Union of Operating Engineers
- United States Professional Tennis Association
- USA Hockey

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O*NET OnLine

Updated 2018

Details Report for:

39-3091.00 - Amusement and Recreation Attendants

Perform variety of attending duties at amusement or recreation facility. May schedule use of recreation facilities, maintain and provide equipment to participants of sporting events or recreational pursuits, or operate amusement concessions and rides.

Sample of reported job titles: Activities Attendant, Golf Starter and Ranger, Recreation Aide, Recreation Attendant, Recreation Clerk, Recreation Leader, Ride Operator, Service Representative, Ski Lift Operator, Sports Complex Attendant

View report: Summary | Details | Custom

Tasks | Technology Skills | Tools Used | Knowledge | Skills | Abilities | Work Activities | Detailed Work Activities | Work Context | Job Zone | Education | Credentials | Interests | Work Styles | Work Values | Related Occupations | Wages & Employment | Job Openings | Additional Information

Tasks

Save Table (XLS/CSV)

All 19 displayed (19 important)

Importance	Category	Task
91	Core	Sell tickets and collect fees from customers.
90	Core	Sell and serve refreshments to customers.
83	Core	Record details of attendance, sales, receipts, reservations, or repair activities.
81	Core	Provide information about facilities, entertainment options, and rules and regulations.
79	Core	Direct patrons to rides, seats, or attractions.
78	Core	Monitor activities to ensure adherence to rules and safety procedures, or arrange for the removal of unruly patrons.
77	Core	Clean sporting equipment, vehicles, rides, booths, facilities, or grounds.
73	Core	Keep informed of shut-down and emergency evacuation procedures.
86	Supplemental	Operate machines to clean, smooth, and prepare the ice surfaces of rinks for activities such as skating, hockey, or curling.
86	Supplemental	Operate, drive, or explain the use of mechanical riding devices or other automatic equipment in amusement parks, carnivals, or recreation areas.
83	Supplemental	Provide assistance to patrons entering or exiting amusement rides, boats, or ski lifts, or mounting or dismounting animals.
82	Supplemental	Rent, sell, or issue sporting equipment and supplies, such as bowling shoes, golf balls, swimming suits, or beach chairs.
81	Supplemental	Fasten safety devices for patrons, or provide them with directions for fastening devices.
78	Supplemental	

		Tend amusement booths in parks, carnivals, or stadiums, performing duties such as conducting games, photographing patrons, or awarding prizes.
77	Supplemental	Verify, collect, or punch tickets before admitting patrons to venues such as amusement parks and rides.
75	Supplemental	Inspect equipment to detect wear and damage and perform minor repairs, adjustments or maintenance tasks such as oiling parts.
75	Supplemental	Maintain inventories of equipment, storing and retrieving items and assembling and disassembling equipment as necessary.
71	Supplemental	Announce or describe amusement park attractions to patrons to entice customers to games and other entertainment.
67	Supplemental	Schedule the use of recreation facilities, such as golf courses, tennis courts, bowling alleys, or softball diamonds.

Find occupations related to multiple tasks

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Technology Skills Save Table (XLS/CSV)

All 9 displayed

- **Calendar and scheduling software**
- **Data base user interface and query software** — Database software
- **Desktop publishing software** — Adobe Systems Adobe PageMaker
- **Electronic mail software** — Microsoft Outlook
- **Internet browser software** — Microsoft Internet Explorer
- **Office suite software** — Microsoft Office
- **Operating system software** — Microsoft Windows
- **Spreadsheet software** — Microsoft Excel
- **Word processing software** — Microsoft Word

Hot Technology — a technology requirement frequently included in employer job postings.

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Tools Used Save Table (XLS/CSV)

All 28 displayed

- **Bowling equipment** — Bowling pinsetting machines
- **Cargo trucks** — Material transport trucks
- **Cash registers** — Electronic cash registers
- **Costumes or accessories** — Costumes; Face masks; Wigs
- **Desktop calculator** — 10-key calculators
- **Desktop computers**
- **Emergency medical services first aid kits** — First aid kits
- **Fertilizer spreaders or distributors** — Fertilizer spreaders
- **Go cart** — Go-carts
- **Hard hats**

- **Hula hoops or hoop equipment** — Hula hoops
- **Jump ropes**
- **Laser fax machine** — Laser facsimile machines
- **Lawnmowers** — Riding mowers
- **Loudspeakers**
- **Manlift or personnel lift** — J-bars; Rope tows; Ski lifts; T-bars
- **Metallic glitter**
- **Microphones**
- **Minivans or vans** — Passenger vans
- **Paint sprayers** — Field painting machines
- **Photocopiers** — Photocopying equipment
- **Playground merry go rounds** — Carousels
- **Pocket calculator** — Handheld calculators
- **Roller skates or roller blades** — Roller skates
- **Streetcars or tramway cars** — Cable cars
- **Vacuum cleaners**
- **Water based paints** — Water-based face paints
- **Water sprinklers** — Irrigation sprinklers

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Knowledge

Save Table (XLS/CSV)

All 33 displayed (4 important)

Importance	Knowledge
83	**Customer and Personal Service** — Knowledge of principles and processes for providing customer and personal services. This includes customer needs assessment, meeting quality standards for services, and evaluation of customer satisfaction.
74	**Administration and Management** — Knowledge of business and management principles involved in strategic planning, resource allocation, human resources modeling, leadership technique, production methods, and coordination of people and resources.
57	**Clerical** — Knowledge of administrative and clerical procedures and systems such as word processing, managing files and records, stenography and transcription, designing forms, and other office procedures and terminology.
54	**English Language** — Knowledge of the structure and content of the English language including the meaning and spelling of words, rules of composition, and grammar.
49	**Sales and Marketing** — Knowledge of principles and methods for showing, promoting, and selling products or services. This includes marketing strategy and tactics, product demonstration, sales techniques, and sales control systems.
48	**Computers and Electronics** — Knowledge of circuit boards, processors, chips, electronic equipment, and computer hardware and software, including applications and programming.
44	**Public Safety and Security** — Knowledge of relevant equipment, policies, procedures, and strategies to promote effective local, state, or national security operations for the protection of people, data, property, and institutions.
34	

Economics and Accounting — Knowledge of economic and accounting principles and practices, the financial markets, banking and the analysis and reporting of financial data.

32 **Personnel and Human Resources** — Knowledge of principles and procedures for personnel recruitment, selection, training, compensation and benefits, labor relations and negotiation, and personnel information systems.

30 **Mathematics** — Knowledge of arithmetic, algebra, geometry, calculus, statistics, and their applications.

27 **Communications and Media** — Knowledge of media production, communication, and dissemination techniques and methods. This includes alternative ways to inform and entertain via written, oral, and visual media.

24 **Education and Training** — Knowledge of principles and methods for curriculum and training design, teaching and instruction for individuals and groups, and the measurement of training effects.

24 **Psychology** — Knowledge of human behavior and performance; individual differences in ability, personality, and interests; learning and motivation; psychological research methods; and the assessment and treatment of behavioral and affective disorders.

22 **Telecommunications** — Knowledge of transmission, broadcasting, switching, control, and operation of telecommunications systems.

18 **Medicine and Dentistry** — Knowledge of the information and techniques needed to diagnose and treat human injuries, diseases, and deformities. This includes symptoms, treatment alternatives, drug properties and interactions, and preventive health-care measures.

18 **Production and Processing** — Knowledge of raw materials, production processes, quality control, costs, and other techniques for maximizing the effective manufacture and distribution of goods.

18 **Sociology and Anthropology** — Knowledge of group behavior and dynamics, societal trends and influences, human migrations, ethnicity, cultures and their history and origins.

16 **Food Production** — Knowledge of techniques and equipment for planting, growing, and harvesting food products (both plant and animal) for consumption, including storage/handling techniques.

16 **Foreign Language** — Knowledge of the structure and content of a foreign (non-English) language including the meaning and spelling of words, rules of composition and grammar, and pronunciation.

16 **Law and Government** — Knowledge of laws, legal codes, court procedures, precedents, government regulations, executive orders, agency rules, and the democratic political process.

16 **Transportation** — Knowledge of principles and methods for moving people or goods by air, rail, sea, or road, including the relative costs and benefits.

15 **Biology** — Knowledge of plant and animal organisms, their tissues, cells, functions, interdependencies, and interactions with each other and the environment.

14 **Design** — Knowledge of design techniques, tools, and principles involved in production of precision technical plans, blueprints, drawings, and models.

14 **Engineering and Technology** — Knowledge of the practical application of engineering science and technology. This includes applying principles, techniques, procedures, and equipment to the design and production of various goods and services.

14

Therapy and Counseling — Knowledge of principles, methods, and procedures for diagnosis, treatment, and rehabilitation of physical and mental dysfunctions, and for career counseling and guidance.

12 **Geography** — Knowledge of principles and methods for describing the features of land, sea, and air masses, including their physical characteristics, locations, interrelationships, and distribution of plant, animal, and human life.

12 **Mechanical** — Knowledge of machines and tools, including their designs, uses, repair, and maintenance.

11 **Fine Arts** — Knowledge of the theory and techniques required to compose, produce, and perform works of music, dance, visual arts, drama, and sculpture.

11 **Physics** — Knowledge and prediction of physical principles, laws, their interrelationships, and applications to understanding fluid, material, and atmospheric dynamics, and mechanical, electrical, atomic and sub- atomic structures and processes.

10 **Building and Construction** — Knowledge of materials, methods, and the tools involved in the construction or repair of houses, buildings, or other structures such as highways and roads.

10 **Chemistry** — Knowledge of the chemical composition, structure, and properties of substances and of the chemical processes and transformations that they undergo. This includes uses of chemicals and their interactions, danger signs, production techniques, and disposal methods.

10 **Philosophy and Theology** — Knowledge of different philosophical systems and religions. This includes their basic principles, values, ethics, ways of thinking, customs, practices, and their impact on human culture.

9 **History and Archeology** — Knowledge of historical events and their causes, indicators, and effects on civilizations and cultures.

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Skills

Save Table (XLS/CSV)

All 35 displayed (4 important)

Importance	Skill
66	**Speaking** — Talking to others to convey information effectively.
60	**Active Listening** — Giving full attention to what other people are saying, taking time to understand the points being made, asking questions as appropriate, and not interrupting at inappropriate times.
56	**Service Orientation** — Actively looking for ways to help people.
56	**Social Perceptiveness** — Being aware of others' reactions and understanding why they react as they do.
47	**Coordination** — Adjusting actions in relation to others' actions.
47	**Monitoring** — Monitoring/Assessing performance of yourself, other individuals, or organizations to make improvements or take corrective action.
44	**Critical Thinking** — Using logic and reasoning to identify the strengths and weaknesses of alternative solutions, conclusions or approaches to problems.
41	**Judgment and Decision Making** — Considering the relative costs and benefits of potential actions to choose the most appropriate one.
41	**Persuasion** — Persuading others to change their minds or behavior.

Butler's Exh. 51, p. 005

38 **Operation and Control** — Controlling operations of equipment or systems.

38 **Time Management** — Managing one's own time and the time of others.

38 **Writing** — Communicating effectively in writing as appropriate for the needs of the audience.

35 **Reading Comprehension** — Understanding written sentences and paragraphs in work related documents.

31 **Active Learning** — Understanding the implications of new information for both current and future problem-solving and decision-making.

31 **Complex Problem Solving** — Identifying complex problems and reviewing related information to develop and evaluate options and implement solutions.

31 **Operation Monitoring** — Watching gauges, dials, or other indicators to make sure a machine is working properly.

28 **Instructing** — Teaching others how to do something.

28 **Negotiation** — Bringing others together and trying to reconcile differences.

25 **Learning Strategies** — Selecting and using training/instructional methods and procedures appropriate for the situation when learning or teaching new things.

25 **Management of Personnel Resources** — Motivating, developing, and directing people as they work, identifying the best people for the job.

25 **Mathematics** — Using mathematics to solve problems.

25 **Systems Analysis** — Determining how a system should work and how changes in conditions, operations, and the environment will affect outcomes.

22 **Systems Evaluation** — Identifying measures or indicators of system performance and the actions needed to improve or correct performance, relative to the goals of the system.

19 **Quality Control Analysis** — Conducting tests and inspections of products, services, or processes to evaluate quality or performance.

16 **Equipment Maintenance** — Performing routine maintenance on equipment and determining when and what kind of maintenance is needed.

16 **Repairing** — Repairing machines or systems using the needed tools.

16 **Troubleshooting** — Determining causes of operating errors and deciding what to do about it.

13 **Management of Material Resources** — Obtaining and seeing to the appropriate use of equipment, facilities, and materials needed to do certain work.

13 **Programming** — Writing computer programs for various purposes.

6 **Equipment Selection** — Determining the kind of tools and equipment needed to do a job.

6 **Technology Design** — Generating or adapting equipment and technology to serve user needs.

3 **Management of Financial Resources** — Determining how money will be spent to get the work done, and accounting for these expenditures.

3 **Operations Analysis** — Analyzing needs and product requirements to create a design.

0 **Installation** — Installing equipment, machines, wiring, or programs to meet specifications.

0

Butler's Exh. 51, p. 006

- **Science** — Using scientific rules and methods to solve problems.

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Abilities

Save Table (XLS/CSV)

All 52 displayed (7 important)

Importance	Ability
72	**Oral Expression** — The ability to communicate information and ideas in speaking so others will understand.
66	**Oral Comprehension** — The ability to listen to and understand information and ideas presented through spoken words and sentences.
66	**Speech Clarity** — The ability to speak clearly so others can understand you.
63	**Problem Sensitivity** — The ability to tell when something is wrong or is likely to go wrong. It does not involve solving the problem, only recognizing there is a problem.
63	**Speech Recognition** — The ability to identify and understand the speech of another person.
50	**Deductive Reasoning** — The ability to apply general rules to specific problems to produce answers that make sense.
50	**Near Vision** — The ability to see details at close range (within a few feet of the observer).
44	**Far Vision** — The ability to see details at a distance.
44	**Inductive Reasoning** — The ability to combine pieces of information to form general rules or conclusions (includes finding a relationship among seemingly unrelated events).
44	**Multilimb Coordination** — The ability to coordinate two or more limbs (for example, two arms, two legs, or one leg and one arm) while sitting, standing, or lying down. It does not involve performing the activities while the whole body is in motion.
41	**Arm-Hand Steadiness** — The ability to keep your hand and arm steady while moving your arm or while holding your arm and hand in one position.
41	**Control Precision** — The ability to quickly and repeatedly adjust the controls of a machine or a vehicle to exact positions.
41	**Information Ordering** — The ability to arrange things or actions in a certain order or pattern according to a specific rule or set of rules (e.g., patterns of numbers, letters, words, pictures, mathematical operations).
41	**Manual Dexterity** — The ability to quickly move your hand, your hand together with your arm, or your two hands to grasp, manipulate, or assemble objects.
41	**Selective Attention** — The ability to concentrate on a task over a period of time without being distracted.
41	**Trunk Strength** — The ability to use your abdominal and lower back muscles to support part of the body repeatedly or continuously over time without 'giving out' or fatiguing.
41	**Written Comprehension** — The ability to read and understand information and ideas presented in writing.
38	**Written Expression** — The ability to communicate information and ideas in writing so others will understand.
35	

Butler's Exh. 51, p. 007

Category Flexibility — The ability to generate or use different sets of rules for combining or grouping things in different ways.

31 **Static Strength** — The ability to exert maximum muscle force to lift, push, pull, or carry objects.

31 **Time Sharing** — The ability to shift back and forth between two or more activities or sources of information (such as speech, sounds, touch, or other sources).

28 **Auditory Attention** — The ability to focus on a single source of sound in the presence of other distracting sounds.

28 **Finger Dexterity** — The ability to make precisely coordinated movements of the fingers of one or both hands to grasp, manipulate, or assemble very small objects.

28 **Flexibility of Closure** — The ability to identify or detect a known pattern (a figure, object, word, or sound) that is hidden in other distracting material.

28 **Perceptual Speed** — The ability to quickly and accurately compare similarities and differences among sets of letters, numbers, objects, pictures, or patterns. The things to be compared may be presented at the same time or one after the other. This ability also includes comparing a presented object with a remembered object.

28 **Reaction Time** — The ability to quickly respond (with the hand, finger, or foot) to a signal (sound, light, picture) when it appears.

28 **Response Orientation** — The ability to choose quickly between two or more movements in response to two or more different signals (lights, sounds, pictures). It includes the speed with which the correct response is started with the hand, foot, or other body part.

28 **Stamina** — The ability to exert yourself physically over long periods of time without getting winded or out of breath.

25 **Depth Perception** — The ability to judge which of several objects is closer or farther away from you, or to judge the distance between you and an object.

25 **Dynamic Strength** — The ability to exert muscle force repeatedly or continuously over time. This involves muscular endurance and resistance to muscle fatigue.

25 **Extent Flexibility** — The ability to bend, stretch, twist, or reach with your body, arms, and/or legs.

25 **Fluency of Ideas** — The ability to come up with a number of ideas about a topic (the number of ideas is important, not their quality, correctness, or creativity).

25 **Gross Body Coordination** — The ability to coordinate the movement of your arms, legs, and torso together when the whole body is in motion.

25 **Mathematical Reasoning** — The ability to choose the right mathematical methods or formulas to solve a problem.

25 **Memorization** — The ability to remember information such as words, numbers, pictures, and procedures.

25 **Speed of Limb Movement** — The ability to quickly move the arms and legs.

25 **Visualization** — The ability to imagine how something will look after it is moved around or when its parts are moved or rearranged.

22 **Glare Sensitivity** — The ability to see objects in the presence of glare or bright lighting.

22 **Gross Body Equilibrium** — The ability to keep or regain your body balance or stay upright when in an unstable position.

22 **Hearing Sensitivity** — The ability to detect or tell the differences between sounds that vary in pitch and loudness.

Butler's Exh. 51, p. 008

22	**Number Facility** — The ability to add, subtract, multiply, or divide quickly and correctly.
22	**Originality** — The ability to come up with unusual or clever ideas about a given topic or situation, or to develop creative ways to solve a problem.
22	**Rate Control** — The ability to time your movements or the movement of a piece of equipment in anticipation of changes in the speed and/or direction of a moving object or scene.
22	**Speed of Closure** — The ability to quickly make sense of, combine, and organize information into meaningful patterns.
22	**Wrist-Finger Speed** — The ability to make fast, simple, repeated movements of the fingers, hands, and wrists.
19	**Explosive Strength** — The ability to use short bursts of muscle force to propel oneself (as in jumping or sprinting), or to throw an object.
19	**Visual Color Discrimination** — The ability to match or detect differences between colors, including shades of color and brightness.
13	**Spatial Orientation** — The ability to know your location in relation to the environment or to know where other objects are in relation to you.
6	**Peripheral Vision** — The ability to see objects or movement of objects to one's side when the eyes are looking ahead.
6	**Sound Localization** — The ability to tell the direction from which a sound originated.
3	**Night Vision** — The ability to see under low light conditions.
0	**Dynamic Flexibility** — The ability to quickly and repeatedly bend, stretch, twist, or reach out with your body, arms, and/or legs.

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Work Activities

Save Table (XLS/CSV)

All 41 displayed (10 important)

Importance	Work Activity
83	**Performing for or Working Directly with the Public** — Performing for people or dealing directly with the public. This includes serving customers in restaurants and stores, and receiving clients or guests.
75	**Communicating with Supervisors, Peers, or Subordinates** — Providing information to supervisors, co-workers, and subordinates by telephone, in written form, e-mail, or in person.
75	**Getting Information** — Observing, receiving, and otherwise obtaining information from all relevant sources.
67	**Handling and Moving Objects** — Using hands and arms in handling, installing, positioning, and moving materials, and manipulating things.
65	**Establishing and Maintaining Interpersonal Relationships** — Developing constructive and cooperative working relationships with others, and maintaining them over time.
64	**Assisting and Caring for Others** — Providing personal assistance, medical attention, emotional support, or other personal care to others such as coworkers, customers, or patients.
64	

Butler's Exh. 51, p. 009

Performing General Physical Activities — Performing physical activities that require considerable use of your arms and legs and moving your whole body, such as climbing, lifting, balancing, walking, stooping, and handling of materials.

60 **Communicating with Persons Outside Organization** — Communicating with people outside the organization, representing the organization to customers, the public, government, and other external sources. This information can be exchanged in person, in writing, or by telephone or e-mail.

57 **Interacting With Computers** — Using computers and computer systems (including hardware and software) to program, write software, set up functions, enter data, or process information.

52 **Identifying Objects, Actions, and Events** — Identifying information by categorizing, estimating, recognizing differences or similarities, and detecting changes in circumstances or events.

49 **Making Decisions and Solving Problems** — Analyzing information and evaluating results to choose the best solution and solve problems.

49 **Resolving Conflicts and Negotiating with Others** — Handling complaints, settling disputes, and resolving grievances and conflicts, or otherwise negotiating with others.

48 **Training and Teaching Others** — Identifying the educational needs of others, developing formal educational or training programs or classes, and teaching or instructing others.

47 **Scheduling Work and Activities** — Scheduling events, programs, and activities, as well as the work of others.

44 **Evaluating Information to Determine Compliance with Standards** — Using relevant information and individual judgment to determine whether events or processes comply with laws, regulations, or standards.

44 **Judging the Qualities of Things, Services, or People** — Assessing the value, importance, or quality of things or people.

43 **Organizing, Planning, and Prioritizing Work** — Developing specific goals and plans to prioritize, organize, and accomplish your work.

41 **Updating and Using Relevant Knowledge** — Keeping up-to-date technically and applying new knowledge to your job.

40 **Coordinating the Work and Activities of Others** — Getting members of a group to work together to accomplish tasks.

38 **Controlling Machines and Processes** — Using either control mechanisms or direct physical activity to operate machines or processes (not including computers or vehicles).

38 **Monitor Processes, Materials, or Surroundings** — Monitoring and reviewing information from materials, events, or the environment, to detect or assess problems.

37 **Guiding, Directing, and Motivating Subordinates** — Providing guidance and direction to subordinates, including setting performance standards and monitoring performance.

35 **Estimating the Quantifiable Characteristics of Products, Events, or Information** — Estimating sizes, distances, and quantities; or determining time, costs, resources, or materials needed to perform a work activity.

32 **Coaching and Developing Others** — Identifying the developmental needs of others and coaching, mentoring, or otherwise helping others to improve their knowledge or skills.

32

Butler's Exh. 51, p. 010

Documenting/Recording Information — Entering, transcribing, recording, storing, or maintaining information in written or electronic/magnetic form.

31 **Performing Administrative Activities** — Performing day-to-day administrative tasks such as maintaining information files and processing paperwork.

27 **Inspecting Equipment, Structures, or Material** — Inspecting equipment, structures, or materials to identify the cause of errors or other problems or defects.

26 **Developing and Building Teams** — Encouraging and building mutual trust, respect, and cooperation among team members.

24 **Selling or Influencing Others** — Convincing others to buy merchandise/goods or to otherwise change their minds or actions.

24 **Thinking Creatively** — Developing, designing, or creating new applications, ideas, relationships, systems, or products, including artistic contributions.

20 **Processing Information** — Compiling, coding, categorizing, calculating, tabulating, auditing, or verifying information or data.

20 **Staffing Organizational Units** — Recruiting, interviewing, selecting, hiring, and promoting employees in an organization.

19 **Provide Consultation and Advice to Others** — Providing guidance and expert advice to management or other groups on technical, systems-, or process-related topics.

18 **Interpreting the Meaning of Information for Others** — Translating or explaining what information means and how it can be used.

14 **Developing Objectives and Strategies** — Establishing long-range objectives and specifying the strategies and actions to achieve them.

14 **Monitoring and Controlling Resources** — Monitoring and controlling resources and overseeing the spending of money.

14 **Repairing and Maintaining Electronic Equipment** — Servicing, repairing, calibrating, regulating, fine-tuning, or testing machines, devices, and equipment that operate primarily on the basis of electrical or electronic (not mechanical) principles.

14 **Repairing and Maintaining Mechanical Equipment** — Servicing, repairing, adjusting, and testing machines, devices, moving parts, and equipment that operate primarily on the basis of mechanical (not electronic) principles.

6 **Analyzing Data or Information** — Identifying the underlying principles, reasons, or facts of information by breaking down information or data into separate parts.

4 **Drafting, Laying Out, and Specifying Technical Devices, Parts, and Equipment** — Providing documentation, detailed instructions, drawings, or specifications to tell others about how devices, parts, equipment, or structures are to be fabricated, constructed, assembled, modified, maintained, or used.

3 **Operating Vehicles, Mechanized Devices, or Equipment** — Running, maneuvering, navigating, or driving vehicles or mechanized equipment, such as forklifts, passenger vehicles, aircraft, or water craft.

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Detailed Work Activities

Save Table (XLS/CSV)

All 18 displayed

- Sell products or services.
- Explain regulations, policies, or procedures.
- Assist patrons with entering or exiting vehicles or other forms of transportation.

Butler's Exh. 51, p. 011

- Maintain financial or account records.
- Prepare operational reports or records.
- Distribute resources to patrons or employees.
- Provide attraction or event information to patrons.
- Provide patrons with directions to locales or attractions.
- Communicate with management or other staff to resolve problems.
- Monitor operational quality or safety.
- Conduct amusement or gaming activities.
- Clean tools or equipment.
- Clean work areas or facilities.
- Verify patron or staff credentials.
- Inspect equipment to ensure proper functioning.
- Maintain supply or equipment inventories.
- Maintain knowledge of business operations.
- Arrange facility schedules.

Find occupations related to multiple detailed work activities

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Work Context

Save Table (XLS/CSV)

All 57 displayed

Work Context	Percentage of Top Responses	
Contact With Others — How much does this job require the worker to be in contact with others (face-to-face, by telephone, or otherwise) in order to perform it?	92	Constant contact with others
Spend Time Standing — How much does this job require standing?	77 17	Continually or almost continually More than half the time
Responsible for Others' Health and Safety — How much responsibility is there for the health and safety of others in this job?	74 17	Very high responsibility High responsibility
Indoors, Environmentally Controlled — How often does this job require working indoors in environmentally controlled conditions?	77 16	Every day Once a week or more but not every day
Face-to-Face Discussions — How often do you have to have face-to-face discussions with individuals or teams in this job?	67 17 16	Every day Once a week or more but not every day Once a month or more but not every week
Deal With External Customers — How important is it to work with external customers or the public in this job?	78 16	Extremely important Important
	56	Extremely important

Importance of Being Exact or Accurate — How important is being very exact or highly accurate in performing this job?

- **Importance of Repeating Same Tasks** — How important is repeating the same physical activities (e.g., key entry) or mental activities (e.g., checking entries in a ledger) over and over, without stopping, to performing this job?
  - 67 Extremely important
  - 20 Important
- **Physical Proximity** — To what extent does this job require the worker to perform job tasks in close physical proximity to other people?
  - 52 Very close (near touching)
  - 31 Moderately close (at arm's length)
  - 17 Slightly close (e.g., shared office)
- **Work With Work Group or Team** — How important is it to work with others in a group or team in this job?
  - 74 Extremely important
  - 16 Fairly important
- **Deal With Unpleasant or Angry People** — How frequently does the worker have to deal with unpleasant, angry, or discourteous individuals as part of the job requirements?
  - 27 Once a week or more but not every day
  - 17 Once a month or more but not every week
- **Coordinate or Lead Others** — How important is it to coordinate or lead others in accomplishing work activities in this job?
  - 33 Very important
  - 20 Important
- **Spend Time Making Repetitive Motions** — How much does this job require making repetitive motions?
  - 75 Continually or almost continually
  - 17 Never
- **Exposed to Minor Burns, Cuts, Bites, or Stings** — How often does this job require exposure to minor burns, cuts, bites, or stings?
  - 63 Every day
  - 16 Once a week or more but not every day
  - 17 Never
- **Freedom to Make Decisions** — How much decision making freedom, without supervision, does the job offer?
  - 33 Some freedom
  - 22 Very little freedom
- **Frequency of Conflict Situations** — How often are there conflict situations the employee has to face in this job?
  - 16 Every day
  - 60 Once a week or more but not every day
  - 22 Once a year or more but not every month
- **Spend Time Walking and Running** — How much does this job require walking and running?
  - 16 About half the time
  - 35 Less than half the time
- **Spend Time Using Your Hands to Handle, Control, or Feel Objects, Tools, or Controls** — How much does this job require using your hands to handle, control, or feel objects, tools or controls?
  - 52 Continually or almost continually
  - 17 About half the time
  - 14 Less than half the time
  - 16 Never
- **Telephone** — How often do you have telephone conversations in this job?
  - 26 Every day
  - 52 Once a week or more but not every day

Butler's Exh. 51, p. 013

Butler 01965

	22	Never
Impact of Decisions on Co-workers or Company Results — What results do your decisions usually have on other people or the image or reputation or financial resources of your employer?	61 33	Very important results No results
Structured versus Unstructured Work — To what extent is this job structured for the worker, rather than allowing the worker to determine tasks, priorities, and goals?	16 25 37 17	A lot of freedom Some freedom Limited freedom Very little freedom
Wear Common Protective or Safety Equipment such as Safety Shoes, Glasses, Gloves, Hearing Protection, Hard Hats, or Life Jackets — How much does this job require wearing common protective or safety equipment such as safety shoes, glasses, gloves, hard hats or life jackets?		
Letters and Memos — How often does the job require written letters and memos?	16 16 26	Once a week or more but not every day Once a year or more but not every month Never
Responsibility for Outcomes and Results — How responsible is the worker for work outcomes and results of other workers?	18	Limited responsibility
Sounds, Noise Levels Are Distracting or Uncomfortable — How often does this job require working exposed to sounds and noise levels that are distracting or uncomfortable?	44 16 38	Every day Once a week or more but not every day Never
Frequency of Decision Making — How frequently is the worker required to make decisions that affect other people, the financial resources, and/or the image and reputation of the organization?	35 18 14 33	Every day Once a week or more but not every day Once a month or more but not every week Never
Consequence of Error — How serious would the result usually be if the worker made a mistake that was not readily correctable?		
Deal With Physically Aggressive People — How frequently does this job require the worker to deal with physical aggression of violent individuals?	17 16 17	Once a month or more but not every week Once a year or more but not every month Never
Spend Time Bending or Twisting the Body — How much does this job require bending or twisting your body?	29 16 21	Continually or almost continually More than half the time Less than half the time
Extremely Bright or Inadequate Lighting — How often does this job require working in	18 44	Every day Never

extremely bright or inadequate lighting conditions?

- **Outdoors, Exposed to Weather** — How often does this job require working outdoors, exposed to all weather conditions?
  - 11 Every day
  - 16 Once a year or more but not every month

- **Exposed to Contaminants** — How often does this job require working exposed to contaminants (such as pollutants, gases, dust or odors)?
  - 37 Every day
  - 61 Never

- **Spend Time Kneeling, Crouching, Stooping, or Crawling** — How much does this job require kneeling, crouching, stooping or crawling?
  - 16 Continually or almost continually
  - 18 About half the time
  - 42 Less than half the time
  - 21 Never

- **Cramped Work Space, Awkward Positions** — How often does this job require working in cramped work spaces that requires getting into awkward positions?
  - 31 Every day
  - 65 Never

- **Very Hot or Cold Temperatures** — How often does this job require working in very hot (above 90 F degrees) or very cold (below 32 F degrees) temperatures?
  - 18 Every day
  - 16 Once a month or more but not every week

- **Degree of Automation** — How automated is the job?
  - 24 Not at all automated

- **Exposed to High Places** — How often does this job require exposure to high places?
  - 28 Every day
  - 17 Once a year or more but not every month
  - 55 Never

- **Public Speaking** — How often do you have to perform public speaking in this job?
  - 26 Every day
  - 16 Once a year or more but not every month
  - 57 Never

- **Work Schedules** — How regular are the work schedules for this job?
  - 19 Seasonal (only during certain times of the year)
  - 22 Irregular (changes with weather conditions, production demands, or contract duration)
  - 59 Regular (established routine, set schedule)

- **Level of Competition** — To what extent does this job require the worker to compete or to be aware of competitive pressures?
  - 20 Moderately competitive
  - 72 Slightly competitive

- **Time Pressure** — How often does this job require the worker to meet strict deadlines?
  - 17 Once a week or more but not every day
  - 19 Once a month or more but not every week
  - 17 Once a year or more but not every month
  - 45 Never

- **Duration of Typical Work Week** — Number of hours typically worked in one week.

- **Exposed to Disease or Infections** — How often does this job require exposure to disease/infections?
  - 25 Every day
  - 74 Never

Butler's Exh. 51, p. 015

Spend Time Keeping or Regaining Balance — How much does this job require keeping or regaining your balance?	23 48	About half the time Less than half the time
Pace Determined by Speed of Equipment — How important is it to this job that the pace is determined by the speed of equipment or machinery? (This does not refer to keeping busy at all times on this job.)	19 18	Very important Fairly important
Indoors, Not Environmentally Controlled — How often does this job require working indoors in non-controlled environmental conditions (e.g., warehouse without heat)?	16 77	Once a week or more but not every day Never
Outdoors, Under Cover — How often does this job require working outdoors, under cover (e.g., structure with roof but no walls)?	17 78	Once a week or more but not every day Never
In an Enclosed Vehicle or Equipment — How often does this job require working in a closed vehicle or equipment (e.g., car)?	16 16 68	Once a week or more but not every day Once a year or more but not every month Never
Exposed to Whole Body Vibration — How often does this job require exposure to whole body vibration (e.g., operate a jackhammer)?	16 84	Once a week or more but not every day Never
Spend Time Sitting — How much does this job require sitting?	29	Less than half the time
Exposed to Hazardous Equipment — How often does this job require exposure to hazardous equipment?	92	Never
Spend Time Climbing Ladders, Scaffolds, or Poles — How much does this job require climbing ladders, scaffolds, or poles?	26 74	Less than half the time Never
In an Open Vehicle or Equipment — How often does this job require working in an open vehicle or equipment (e.g., tractor)?	94	Never
Exposed to Hazardous Conditions — How often does this job require exposure to hazardous conditions?	16 84	Once a year or more but not every month Never
Exposed to Radiation — How often does this job require exposure to radiation?	99	Never
Electronic Mail — How often do you use electronic mail in this job?	100	Never
Wear Specialized Protective or Safety Equipment such as Breathing Apparatus,	100	Never

Safety Harness, Full Protection Suits, or Radiation Protection — How much does this job require wearing specialized protective or safety equipment such as breathing apparatus, safety harness, full protection suits, or radiation protection?

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Job Zone

Save Table (XLS/CSV)

Title	Job Zone One: Little or No Preparation Needed
Education	Some of these occupations may require a high school diploma or GED certificate.
Related Experience	Little or no previous work-related skill, knowledge, or experience is needed for these occupations. For example, a person can become a waiter or waitress even if he/she has never worked before.
Job Training	Employees in these occupations need anywhere from a few days to a few months of training. Usually, an experienced worker could show you how to do the job.
Job Zone Examples	These occupations involve following instructions and helping others. Examples include counter and rental clerks, dishwashers, sewing machine operators, landscaping and groundskeeping workers, logging equipment operators, and baristas.
SVP Range	(Below 4.0)

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Education

Percentage of Respondents	Education Level Required
Not available	Less than high school diploma
Not available	High school diploma or equivalent
Not available	Associate's degree

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Credentials

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Interests

Save Table (XLS/CSV)

All 6 displayed (3 important)

Occupational Interest	Interest
83	**Enterprising** — Enterprising occupations frequently involve starting up and carrying out projects. These occupations can involve leading people and making many decisions. Sometimes they require risk taking and often deal with business.

Butler's Exh. 51, p. 017

72 **Conventional** — Conventional occupations frequently involve following set procedures and routines. These occupations can include working with data and details more than with ideas. Usually there is a clear line of authority to follow.

56 **Realistic** — Realistic occupations frequently involve work activities that include practical, hands-on problems and solutions. They often deal with plants, animals, and real-world materials like wood, tools, and machinery. Many of the occupations require working outside, and do not involve a lot of paperwork or working closely with others.

39 **Social** — Social occupations frequently involve working with, communicating with, and teaching people. These occupations often involve helping or providing service to others.

6 **Artistic** — Artistic occupations frequently involve working with forms, designs and patterns. They often require self-expression and the work can be done without following a clear set of rules.

0 **Investigative** — Investigative occupations frequently involve working with ideas, and require an extensive amount of thinking. These occupations can involve searching for facts and figuring out problems mentally.

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Work Styles

Save Table (XLS/CSV)

All 16 displayed (13 important)

Importance	Work Style
81	**Concern for Others** — Job requires being sensitive to others' needs and feelings and being understanding and helpful on the job.
81	**Cooperation** — Job requires being pleasant with others on the job and displaying a good-natured, cooperative attitude.
81	**Self Control** — Job requires maintaining composure, keeping emotions in check, controlling anger, and avoiding aggressive behavior, even in very difficult situations.
79	**Dependability** — Job requires being reliable, responsible, and dependable, and fulfilling obligations.
72	**Stress Tolerance** — Job requires accepting criticism and dealing calmly and effectively with high stress situations.
69	**Attention to Detail** — Job requires being careful about detail and thorough in completing work tasks.
68	**Social Orientation** — Job requires preferring to work with others rather than alone, and being personally connected with others on the job.
62	**Adaptability/Flexibility** — Job requires being open to change (positive or negative) and to considerable variety in the workplace.
60	**Integrity** — Job requires being honest and ethical.
58	**Initiative** — Job requires a willingness to take on responsibilities and challenges.
55	**Achievement/Effort** — Job requires establishing and maintaining personally challenging achievement goals and exerting effort toward mastering tasks.
54	**Leadership** — Job requires a willingness to lead, take charge, and offer opinions and direction.
50	**Persistence** — Job requires persistence in the face of obstacles.
44	**Independence** — Job requires developing one's own ways of doing things, guiding oneself with little or no supervision, and depending on oneself to get things done.

Butler's Exh. 51, p. 018

39 — **Innovation** — Job requires creativity and alternative thinking to develop new ideas for and answers to work-related problems.

35 — **Analytical Thinking** — Job requires analyzing information and using logic to address work-related issues and problems.

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Work Values

Save Table (XLS/CSV)

All 6 displayed (3 important)

Extent	Work Value
56	**Independence** — Occupations that satisfy this work value allow employees to work on their own and make decisions. Corresponding needs are Creativity, Responsibility and Autonomy.
56	**Support** — Occupations that satisfy this work value offer supportive management that stands behind employees. Corresponding needs are Company Policies, Supervision: Human Relations and Supervision: Technical.
50	**Relationships** — Occupations that satisfy this work value allow employees to provide service to others and work with co-workers in a friendly non-competitive environment. Corresponding needs are Co-workers, Moral Values and Social Service.
20	**Working Conditions** — Occupations that satisfy this work value offer job security and good working conditions. Corresponding needs are Activity, Compensation, Independence, Security, Variety and Working Conditions.
17	**Achievement** — Occupations that satisfy this work value are results oriented and allow employees to use their strongest abilities, giving them a feeling of accomplishment. Corresponding needs are Ability Utilization and Achievement.
17	**Recognition** — Occupations that satisfy this work value offer advancement, potential for leadership, and are often considered prestigious. Corresponding needs are Advancement, Authority, Recognition and Social Status.

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Related Occupations

Save Table (XLS/CSV)

All 10 displayed

35-2011.00	Cooks, Fast Food
35-3021.00	Combined Food Preparation and Serving Workers, Including Fast Food Bright Outlook
35-3031.00	Waiters and Waitresses
35-3041.00	Food Servers, Nonrestaurant
35-9011.00	Dining Room and Cafeteria Attendants and Bartender Helpers
35-9031.00	Hosts and Hostesses, Restaurant, Lounge, and Coffee Shop
39-2021.00	Nonfarm Animal Caretakers
41-2011.00	Cashiers
41-2021.00	Counter and Rental Clerks
43-5081.01	Stock Clerks, Sales Floor

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Wages & Employment Trends

Median wages (2017)	$10.13 hourly, $21,060 annual
State wages	Local Salary Info
Employment (2016)	300,000 employees
Projected growth (2016-2026)	Average (5% to 9%)
Projected job openings (2016-2026)	73,200
State trends	Employment Trends
Top industries (2016)	Arts, Entertainment, and Recreation (70% employed in this sector) Government (14%) (see all industries)

Source: Bureau of Labor Statistics 2017 wage data and 2016-2026 employment projections. "Projected growth" represents the estimated change in total employment over the projections period (2016-2026). "Projected job openings" represent openings due to growth and replacement.

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Job Openings on the Web

Find Jobs

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Sources of Additional Information

All 3 displayed

Disclaimer: Sources are listed to provide additional information on related jobs, specialties, and/or industries. Links to non-DOL Internet sites are provided for your convenience and do not constitute an endorsement.

- International Union of Operating Engineers
- United States Professional Tennis Association
- USA Hockey

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O*NET Code Connector

Amusement and Recreation Attendants - 39-3091.00

More information from **O*NET OnLine**:
Summary • Details • Custom

O*NET-SOC Description

Perform variety of attending duties at amusement or recreation facility. May schedule use of recreation facilities, maintain and provide equipment to participants of sporting events or recreational pursuits, or operate amusement concessions and rides.

Sample of Reported Job Titles

- Activities Attendant
- Golf Starter and Ranger
- Recreation Aide
- Recreation Attendant
- Recreation Clerk
- Recreation Leader
- Ride Operator
- Service Representative
- Ski Lift Operator
- Sports Complex Attendant

SOC Occupation Groups

39-0000	Personal Care and Service Occupations
39-3000	Entertainment Attendants and Related Workers
39-3090	Miscellaneous Entertainment Attendants and Related Workers
39-3091.00	**Amusement and Recreation Attendants**

Related Occupations

5 of 10 displayed

35-2011.00	Cooks, Fast Food
35-3021.00	Combined Food Preparation and Serving Workers, Including Fast Food **Bright Outlook**
35-3031.00	Waiters and Waitresses
35-3041.00	Food Servers, Nonrestaurant
35-9011.00	Dining Room and Cafeteria Attendants and Bartender Helpers

Tasks

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- Announce or describe amusement park attractions to patrons to entice customers to games and other entertainment.
- Clean sporting equipment, vehicles, rides, booths, facilities, or grounds.
- Direct patrons to rides, seats, or attractions.
- Fasten safety devices for patrons, or provide them with directions for fastening devices.
- Inspect equipment to detect wear and damage and perform minor repairs, adjustments or maintenance tasks such as oiling parts.

Detailed Work Activities

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- Arrange facility schedules.
- Assist patrons with entering or exiting vehicles or other forms of transportation.
- Clean tools or equipment.
- Clean work areas or facilities.
- Communicate with management or other staff to resolve problems.

Military Crosswalk Titles

No information available.

Apprenticeship Crosswalk Titles

No information available.

DOT Crosswalk Titles

4 of 25 displayed

- Amusement Park Worker
- Animal-Ride Attendant
- Golf-Range Attendant
- Host/Hostess

Butler's Exh. 52, p. 001

Recreation Workers

Summary

Quick Facts: Recreation Workers	
2017 Median Pay	$24,540 per year $11.80 per hour
Typical Entry-Level Education	High school diploma or equivalent
Work Experience in a Related Occupation	None
On-the-job Training	Short-term on-the-job training
Number of Jobs, 2016	390,000
Job Outlook, 2016-26	9% (As fast as average)
Employment Change, 2016-26	34,000

Recreation workers may lead children in nature study activities at a day camp.

What Recreation Workers Do

Recreation workers design and lead activities to help people stay active, improve fitness, and have fun. They work with groups in summer camps, fitness and recreational sports centers, nursing care facilities, nature parks, and other settings. They may lead such activities as arts and crafts, sports, music, dramatics, or games.

Work Environment

Recreation workers are employed in a variety of settings, including recreation centers, parks, summer camps, and nursing and residential care facilities. Many workers spend much of their time being physically active in the outdoors.

How to Become a Recreation Worker

Education and training requirements for recreation workers vary with the type of job, but workers typically need at least a high school diploma or the equivalent and a few weeks of on-the-job training.

Pay

The median annual wage for recreation workers was $24,540 in May 2017.

Job Outlook

Employment of recreation workers is projected to grow 9 percent from 2016 to 2026, about as fast as the average for all occupations. As more emphasis is placed on the importance of lifelong well-being, more recreation workers will be needed to work with children and adults in a variety of settings.

State & Area Data

Explore resources for employment and wages by state and area for recreation workers.

Similar Occupations

Compare the job duties, education, job growth, and pay of recreation workers with similar occupations.

More Information, Including Links to O*NET

Learn more about recreation workers by visiting additional resources, including O*NET, a source on key characteristics of workers and occupations.

What They Do ->

SUGGESTED CITATION:
Bureau of Labor Statistics, U.S. Department of Labor, *Occupational Outlook Handbook*, Recreation Workers, on the Internet at https://www.bls.gov/ooh/personal-care-and-service/recreation-workers.htm (visited *March 13, 2019*).

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Recreation Workers

What Recreation Workers Do

About this section

Recreation workers design and lead activities to help people stay active, improve fitness, and have fun. They work with groups in summer camps, fitness and recreational sports centers, nursing care facilities, nature parks, and other settings. They may lead such activities as arts and crafts, sports, music, dramatics, or games.

Recreation workers lead groups in activities such as arts and crafts.

Duties

Recreation workers typically do the following:

- Plan, organize, and lead activities for groups or recreation centers
- Explain the rules of activities and instruct participants at a variety of skill levels
- Enforce safety rules to prevent injury
- Modify activities to suit the needs of specific groups, such as seniors
- Administer basic first aid if needed
- Organize and set up the equipment that is used in recreational activities

The specific responsibilities of recreation workers vary greatly with their job title, their level of training, and the state they work in.

The following are examples of types of recreation workers:

Activity specialists provide instruction and coaching primarily in one activity, such as dance, swimming, or tennis. These workers may work in camps, aquatic centers, or anywhere else where there is interest in a single activity.

Recreation leaders are responsible for a recreation program's daily operation. They primarily organize and direct participants, schedule the use of facilities, set up and keep records of equipment use, and ensure that recreation facilities and equipment are used and maintained properly. They may lead classes and provide instruction in a recreational activity, such as kayaking or golf.

Camp counselors work directly with youths in residential (overnight) or day camps. They often lead and instruct children and teenagers in a variety of outdoor activities, such as swimming, hiking, horseback riding, or nature study. Counselors also provide guidance and supervise daily living and socialization. Some counselors may specialize in a specific activity, such as archery, boating, music, drama, or gymnastics.

<- Summary Work Environment ->

SUGGESTED CITATION:
Bureau of Labor Statistics, U.S. Department of Labor, *Occupational Outlook Handbook*, Recreation Workers, on the Internet at https://www.bls.gov/ooh/personal-care-and-service/recreation-workers.htm (visited *March 13, 2019*).

Last Modified Date: Friday, April 13, 2018

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Recreation Workers

How to Become a Recreation Worker

About this section

Education and training requirements for recreation workers vary with the type of job, but workers typically need at least a high school diploma or the equivalent and receive on-the-job training.

Recreation workers maintain order and safety.

Education and Training

Recreation workers typically need at least a high school diploma or the equivalent. Many receive on-the-job training that typically lasts less than a month.

Entry-level educational requirements vary with the type of position. For example, an activity leader position working with the elderly will have different requirements than a position as a summer camp counselor working with children.

Some positions may require a bachelor's degree or college coursework. In 2017, the Council on Accreditation of Parks, Recreation, Tourism, and Related Professions, a branch of the National Recreation and Park Association (NRPA), accredited more than 70 bachelor's degree programs in recreation or leisure studies. A bachelor's degree in other subjects, such as liberal arts or public administration, may also qualify applicants for some positions.

Important Qualities

Communication skills. Recreation workers must be able to communicate well. They often work with large groups of people and need to give clear instructions, motivate participants, and maintain order and safety.

Flexibility. Recreation workers must be flexible when planning activities. They must be able to adapt plans to suit changing environmental conditions and participants' needs.

Leadership skills. Recreation workers should be able to lead both large and small groups. They often lead activities for people of all ages and abilities.

Physical strength. Most recreation workers should be physically fit. Their job may require a considerable amount of movement because they often demonstrate activities while explaining them.

Problem-solving skills. Recreation workers need strong problem-solving skills. They must be able to create and reinvent activities and programs for all types of participants.

For recreation workers who generally work part time, such as camp counselors and activity specialists, certain qualities may be more important than education. These qualities include a worker's experience leading activities, the ability to work well with children or the elderly, and the ability to ensure the safety of participants.

Licenses, Certifications, and Registrations

The NRPA offers four certifications for recreation workers:

- Certified Parks and Recreation Professional (CPRP)
- Certified Parks and Recreation Executive (CPRE)
- Aquatic Facility Operator (AFO)
- Certified Playground Safety Inspector (CPSI)

Applicants may qualify for certification with different combinations of education and work experience. They also must take continuing education classes to maintain their certification.

The American Camp Association offers certificates for various levels of camp staff, including Entry-Level Program Staff Certificate and Camp Director Certificate. Individuals who complete online courses may show their advanced level of knowledge of core competencies.

Some recreation jobs require other kinds of certification. For example, first aid and CPR (cardiopulmonary resuscitation) certifications may be required for leading camp or sports activities. These certifications are available from organizations such as the American Heart Association or the American Red Cross .

Jobs for recreation workers may also require a valid driver's license and the ability to pass a background check.

Specific requirements vary by job and employer.

Advancement

As workers gain experience, they may be promoted to positions with greater responsibilities. Recreation workers with experience and managerial skills may advance to supervisory or managerial positions. Eventually, they may become directors of a recreation department or may start their own recreation company.

<- Work Environment

Pay ->

SUGGESTED CITATION:

Bureau of Labor Statistics, U.S. Department of Labor, *Occupational Outlook Handbook*, Recreation Workers, on the Internet at https://www.bls.gov/ooh/personal-care-and-service/recreation-workers.htm (visited *March 13, 2019*).

Last Modified Date: Friday, April 13, 2018

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Recreation Workers

Similar Occupations

About this section

This table shows a list of occupations with job duties that are similar to those of recreation workers.

	OCCUPATION	JOB DUTIES	ENTRY-LEVEL EDUCATION	2017 MEDIAN PAY
	Social Workers	Social workers help people solve and cope with problems in their everyday lives. Clinical social workers also diagnose and treat mental, behavioral, and emotional issues.	See How to Become One	$47,980
	School and Career Counselors	School counselors help students develop the academic and social skills needed to succeed in school. Career counselors help people choose careers and follow a path to employment.	Master's degree	$55,410
	Rehabilitation Counselors	Rehabilitation counselors help people with physical, mental, developmental, or emotional disabilities live independently. They work with clients to overcome or manage the personal, social, or psychological effects of disabilities on employment or independent living.	Master's degree	$34,860
	Recreational Therapists	Recreational therapists plan, direct, and coordinate recreation-based treatment programs for people with disabilities, injuries, or illnesses. These therapists use a variety of modalities, including arts and crafts; drama, music, and dance; sports and games; aquatics; and community outings to help maintain or improve a patient's physical, social, and emotional well-being.	Bachelor's degree	$47,680
	Meeting, Convention, and Event Planners	Meeting, convention, and event planners coordinate all aspects of events and professional meetings. They arrange meeting locations, transportation, and other details.	Bachelor's degree	$48,290
	Fitness Trainers and Instructors	Fitness trainers and instructors lead, instruct, and motivate individuals or groups in exercise activities, including cardiovascular exercises (exercises for the heart and blood circulation), strength training, and stretching. They work with people of all ages and skill levels.	High school diploma or equivalent	$39,210
	Exercise Physiologists	Exercise physiologists develop fitness and exercise programs that help patients recover from chronic diseases and improve cardiovascular function, body composition, and flexibility.	Bachelor's degree	$49,090
	Athletic Trainers	Athletic trainers specialize in preventing, diagnosing, and treating muscle and bone injuries and illnesses.	Bachelor's degree	$46,630
	Athletes and Sports Competitors	Athletes and sports competitors participate in organized, officiated sporting events to entertain spectators.	No formal educational credential	$51,370

<- State & Area Data More Info ->

SUGGESTED CITATION:
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Summary Report for:
53-3032.00 - Heavy and Tractor-Trailer Truck Drivers

Updated 2018
Bright Outlook
green

Drive a tractor-trailer combination or a truck with a capacity of at least 26,000 pounds Gross Vehicle Weight (GVW). May be required to unload truck. Requires commercial drivers' license.

Sample of reported job titles: Delivery Driver, Driver, Line Haul Driver, Log Truck Driver, Over the Road Driver (OTR Driver), Production Truck Driver, Road Driver, Semi Truck Driver, Tractor Trailer Operator, Truck Driver

View report: Summary | Details | Custom

Tasks | Technology Skills | Tools Used | Knowledge | Skills | Abilities | Work Activities | Detailed Work Activities | Work Context | Job Zone | Education | Credentials | Interests | Work Styles | Work Values | Related Occupations | Wages & Employment | Job Openings | Additional Information

Tasks

All 31 displayed

- Check vehicles to ensure that mechanical, safety, and emergency equipment is in good working order.
- Follow appropriate safety procedures for transporting dangerous goods.
- Inspect loads to ensure that cargo is secure.
- Maintain logs of working hours or of vehicle service or repair status, following applicable state and federal regulations.
- Secure cargo for transport, using ropes, blocks, chain, binders, or covers.
- Maneuver trucks into loading or unloading positions, following signals from loading crew and checking that vehicle and loading equipment are properly positioned.
- Report vehicle defects, accidents, traffic violations, or damage to the vehicles.
- Obtain receipts or signatures for delivered goods and collect payment for services when required.
- Drive trucks with capacities greater than 3 tons, including tractor-trailer combinations, to transport and deliver products, livestock, or other materials.
- Check all load-related documentation for completeness and accuracy.
- Read bills of lading to determine assignment details.
- Collect delivery instructions from appropriate sources, verifying instructions and routes.
- Drive trucks to weigh stations before and after loading and along routes in compliance with state regulations.
- Couple or uncouple trailers by changing trailer jack positions, connecting or disconnecting air or electrical lines, or manipulating fifth-wheel locks.
- Check conditions of trailers after contents have been unloaded to ensure that there has been no damage.
- Perform basic vehicle maintenance tasks, such as adding oil, fuel, or radiator fluid or performing minor repairs.
- Crank trailer landing gear up or down to safely secure vehicles.
- Read and interpret maps to determine vehicle routes.

- Operate equipment, such as truck cab computers, CB radios, phones, or global positioning systems (GPS) equipment to exchange necessary information with bases, supervisors, or other drivers.
- Plan or adjust routes based on changing conditions, using computer equipment, global positioning systems (GPS) equipment, or other navigation devices, to minimize fuel consumption and carbon emissions.
- Load or unload trucks or help others with loading or unloading, using special loading-related equipment or other equipment as necessary.
- Remove debris from loaded trailers.
- Follow special cargo-related procedures, such as checking refrigeration systems for frozen foods or providing food or water for livestock.
- Inventory and inspect goods to be moved to determine quantities and conditions.
- Wrap and secure goods using pads, packing paper, containers, or straps.
- Install or remove special equipment, such as tire chains, grader blades, plow blades, or sanders.
- Operate idle reduction systems or auxiliary power systems to generate power from alternative sources, such as fuel cells, to reduce idling time, to heat or cool truck cabins, or to provide power for other equipment.
- Perform emergency roadside repairs, such as changing tires or installing light bulbs, tire chains, or spark plugs.
- Give directions to laborers who are packing goods and moving them onto trailers.
- Drive electric or hybrid-electric powered trucks or alternative fuel-powered trucks to transport and deliver products, livestock, or other materials.
- Operate trucks equipped with snowplows or sander attachments to maintain roads in winter weather.

Find occupations related to multiple tasks

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Technology Skills

All 12 displayed **Show 27 tools used**

- **Analytical or scientific software** — Omnitracs Performance Monitoring
- **Data base user interface and query software** — ddlsoftware.com drivers daily log program DDL; Fog Line Software Truckn Pro; TruckersHelper
- **Electronic mail software** — Microsoft Outlook
- **Enterprise resource planning ERP software** — SAP
- **Inventory management software** — Computerized inventory tracking software
- **Materials requirements planning logistics and supply chain software** — PeopleNet
- **Office suite software** — Microsoft Office
- **Operating system software** — Microsoft Windows
- **Route navigation software** — ALK Technologies PC*Miler; MarcoSoft Quo Vadis
- **Spreadsheet software** — Microsoft Excel
- **Time accounting software** — ADP ezLaborManager
- **Word processing software** — Microsoft Word

Hot Technology — a technology requirement frequently included in employer job postings.

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Knowledge

All 5 displayed

- **Transportation** — Knowledge of principles and methods for moving people or goods by air, rail, sea, or road, including the relative costs and benefits.
- **Public Safety and Security** — Knowledge of relevant equipment, policies, procedures, and strategies to promote effective local, state, or national security operations for the protection of people, data, property, and institutions.
- **Customer and Personal Service** — Knowledge of principles and processes for providing customer and personal services. This includes customer needs assessment, meeting quality standards for services, and evaluation of customer satisfaction.
- **English Language** — Knowledge of the structure and content of the English language including the meaning and spelling of words, rules of composition, and grammar.
- **Mechanical** — Knowledge of machines and tools, including their designs, uses, repair, and maintenance.

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Skills

All 8 displayed

- **Operation and Control** — Controlling operations of equipment or systems.
- **Operation Monitoring** — Watching gauges, dials, or other indicators to make sure a machine is working properly.
- **Time Management** — Managing one's own time and the time of others.
- **Critical Thinking** — Using logic and reasoning to identify the strengths and weaknesses of alternative solutions, conclusions or approaches to problems.
- **Monitoring** — Monitoring/Assessing performance of yourself, other individuals, or organizations to make improvements or take corrective action.
- **Reading Comprehension** — Understanding written sentences and paragraphs in work related documents.
- **Speaking** — Talking to others to convey information effectively.
- **Troubleshooting** — Determining causes of operating errors and deciding what to do about it.

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Abilities

All 24 displayed

- **Control Precision** — The ability to quickly and repeatedly adjust the controls of a machine or a vehicle to exact positions.
- **Far Vision** — The ability to see details at a distance.
- **Multilimb Coordination** — The ability to coordinate two or more limbs (for example, two arms, two legs, or one leg and one arm) while sitting, standing, or lying down. It does not involve performing the activities while the whole body is in motion.
- **Near Vision** — The ability to see details at close range (within a few feet of the observer).
- **Reaction Time** — The ability to quickly respond (with the hand, finger, or foot) to a signal (sound, light, picture) when it appears.
- **Response Orientation** — The ability to choose quickly between two or more movements in response to two or more different signals (lights, sounds, pictures). It includes the speed with which the correct response is started with the hand, foot, or other body part.

Depth Perception — The ability to judge which of several objects is closer or farther away from you, or to judge the distance between you and an object.

- **Rate Control** — The ability to time your movements or the movement of a piece of equipment in anticipation of changes in the speed and/or direction of a moving object or scene.
- **Spatial Orientation** — The ability to know your location in relation to the environment or to know where other objects are in relation to you.
- **Problem Sensitivity** — The ability to tell when something is wrong or is likely to go wrong. It does not involve solving the problem, only recognizing there is a problem.
- **Arm-Hand Steadiness** — The ability to keep your hand and arm steady while moving your arm or while holding your arm and hand in one position.
- **Deductive Reasoning** — The ability to apply general rules to specific problems to produce answers that make sense.
- **Information Ordering** — The ability to arrange things or actions in a certain order or pattern according to a specific rule or set of rules (e.g., patterns of numbers, letters, words, pictures, mathematical operations).
- **Manual Dexterity** — The ability to quickly move your hand, your hand together with your arm, or your two hands to grasp, manipulate, or assemble objects.
- **Selective Attention** — The ability to concentrate on a task over a period of time without being distracted.
- **Category Flexibility** — The ability to generate or use different sets of rules for combining or grouping things in different ways.
- **Hearing Sensitivity** — The ability to detect or tell the differences between sounds that vary in pitch and loudness.
- **Inductive Reasoning** — The ability to combine pieces of information to form general rules or conclusions (includes finding a relationship among seemingly unrelated events).
- **Night Vision** — The ability to see under low light conditions.
- **Oral Comprehension** — The ability to listen to and understand information and ideas presented through spoken words and sentences.
- **Peripheral Vision** — The ability to see objects or movement of objects to one's side when the eyes are looking ahead.
- **Speech Clarity** — The ability to speak clearly so others can understand you.
- **Static Strength** — The ability to exert maximum muscle force to lift, push, pull, or carry objects.
- **Visualization** — The ability to imagine how something will look after it is moved around or when its parts are moved or rearranged.

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Work Activities

All 25 displayed

- **Operating Vehicles, Mechanized Devices, or Equipment** — Running, maneuvering, navigating, or driving vehicles or mechanized equipment, such as forklifts, passenger vehicles, aircraft, or water craft.
- **Inspecting Equipment, Structures, or Material** — Inspecting equipment, structures, or materials to identify the cause of errors or other problems or defects.
- **Getting Information** — Observing, receiving, and otherwise obtaining information from all relevant sources.
- **Identifying Objects, Actions, and Events** — Identifying information by categorizing, estimating, recognizing differences or similarities, and detecting changes in circumstances or events.
- **Controlling Machines and Processes** — Using either control mechanisms or direct physical activity to operate machines or processes (not including computers or vehicles).

- **Communicating with Supervisors, Peers, or Subordinates** — Providing information to supervisors, co-workers, and subordinates by telephone, in written form, e-mail, or in person.
- **Making Decisions and Solving Problems** — Analyzing information and evaluating results to choose the best solution and solve problems.
- **Documenting/Recording Information** — Entering, transcribing, recording, storing, or maintaining information in written or electronic/magnetic form.
- **Monitor Processes, Materials, or Surroundings** — Monitoring and reviewing information from materials, events, or the environment, to detect or assess problems.
- **Performing General Physical Activities** — Performing physical activities that require considerable use of your arms and legs and moving your whole body, such as climbing, lifting, balancing, walking, stooping, and handling of materials.
- **Communicating with Persons Outside Organization** — Communicating with people outside the organization, representing the organization to customers, the public, government, and other external sources. This information can be exchanged in person, in writing, or by telephone or e-mail.
- **Evaluating Information to Determine Compliance with Standards** — Using relevant information and individual judgment to determine whether events or processes comply with laws, regulations, or standards.
- **Organizing, Planning, and Prioritizing Work** — Developing specific goals and plans to prioritize, organize, and accomplish your work.
- **Handling and Moving Objects** — Using hands and arms in handling, installing, positioning, and moving materials, and manipulating things.
- **Performing for or Working Directly with the Public** — Performing for people or dealing directly with the public. This includes serving customers in restaurants and stores, and receiving clients or guests.
- **Scheduling Work and Activities** — Scheduling events, programs, and activities, as well as the work of others.
- **Establishing and Maintaining Interpersonal Relationships** — Developing constructive and cooperative working relationships with others, and maintaining them over time.
- **Updating and Using Relevant Knowledge** — Keeping up-to-date technically and applying new knowledge to your job.
- **Estimating the Quantifiable Characteristics of Products, Events, or Information** — Estimating sizes, distances, and quantities; or determining time, costs, resources, or materials needed to perform a work activity.
- **Processing Information** — Compiling, coding, categorizing, calculating, tabulating, auditing, or verifying information or data.
- **Judging the Qualities of Things, Services, or People** — Assessing the value, importance, or quality of things or people.
- **Analyzing Data or Information** — Identifying the underlying principles, reasons, or facts of information by breaking down information or data into separate parts.
- **Repairing and Maintaining Mechanical Equipment** — Servicing, repairing, adjusting, and testing machines, devices, moving parts, and equipment that operate primarily on the basis of mechanical (not electronic) principles.
- **Developing Objectives and Strategies** — Establishing long-range objectives and specifying the strategies and actions to achieve them.
- **Interpreting the Meaning of Information for Others** — Translating or explaining what information means and how it can be used.

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Detailed Work Activities

All 27 displayed

- Inspect motor vehicles.
- Follow safety procedures for vehicle operation.
- Inspect cargo to ensure it is properly loaded or secured.
- Record operational or production data.
- Record service or repair activities.
- Operate vehicles or material-moving equipment.
- Secure cargo.
- Monitor cargo area conditions.
- Notify others of emergencies, problems, or hazards.
- Report vehicle or equipment malfunctions.
- Collect fares or payment from customers.
- Review documents or materials for compliance with policies or regulations.
- Review work orders or schedules to determine operations or procedures.
- Verify information or specifications.
- Connect cables or electrical lines.
- Inspect cargo areas for cleanliness or condition.
- Maintain vehicles in good working condition.
- Read maps to determine routes.
- Acquire supplies or equipment.
- Package materials or products.
- Operate communications equipment or systems.
- Adjust routes or speeds as necessary.
- Choose optimal transportation routes or speeds.
- Load shipments, belongings, or materials.
- Remove debris or damaged materials.
- Install parts, assemblies, or attachments in transportation or material handling equipment.
- Direct material handling or moving activities.

Find occupations related to multiple detailed work activities

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Work Context

All 27 displayed

- **In an Enclosed Vehicle or Equipment** — 88% responded "Every day."
- **Duration of Typical Work Week** — 84% responded "More than 40 hours."
- **Outdoors, Exposed to Weather** — 76% responded "Every day."
- **Time Pressure** — 69% responded "Every day."
- **Very Hot or Cold Temperatures** — 60% responded "Every day."
- **Telephone** — 60% responded "Every day."
- **Freedom to Make Decisions** — 42% responded "A lot of freedom."
- **Impact of Decisions on Co-workers or Company Results** — 45% responded "Very important results."

Spend Time Using Your Hands to Handle, Control, or Feel Objects, Tools, or Controls — 52% responded "Continually or almost continually."

- **Spend Time Sitting** — 44% responded "More than half the time."
- **Face-to-Face Discussions** — 47% responded "Every day."
- **Frequency of Decision Making** — 53% responded "Every day."
- **Importance of Being Exact or Accurate** — 38% responded "Extremely important."
- **Consequence of Error** — 44% responded "Extremely serious."
- **Contact With Others** — 39% responded "Constant contact with others."
- **Wear Common Protective or Safety Equipment such as Safety Shoes, Glasses, Gloves, Hearing Protection, Hard Hats, or Life Jackets** — 47% responded "Every day."
- **Exposed to Contaminants** — 47% responded "Every day."
- **Structured versus Unstructured Work** — 37% responded "Some freedom."
- **Deal With External Customers** — 33% responded "Extremely important."
- **Sounds, Noise Levels Are Distracting or Uncomfortable** — 46% responded "Every day."
- **Extremely Bright or Inadequate Lighting** — 50% responded "Every day."
- **Spend Time Making Repetitive Motions** — 37% responded "Less than half the time."
- **Work With Work Group or Team** — 32% responded "Extremely important."
- **Deal With Unpleasant or Angry People** — 37% responded "Once a month or more but not every week."
- **Level of Competition** — 35% responded "Highly competitive."
- **Indoors, Not Environmentally Controlled** — 36% responded "Every day."
- **Outdoors, Under Cover** — 34% responded "Never."

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Job Zone

Title	Job Zone Two: Some Preparation Needed
Education	These occupations usually require a high school diploma.
Related Experience	Some previous work-related skill, knowledge, or experience is usually needed. For example, a teller would benefit from experience working directly with the public.
Job Training	Employees in these occupations need anywhere from a few months to one year of working with experienced employees. A recognized apprenticeship program may be associated with these occupations.
Job Zone Examples	These occupations often involve using your knowledge and skills to help others. Examples include orderlies, forest firefighters, customer service representatives, security guards, upholsterers, and tellers.
SVP Range	(4.0 to < 6.0)

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Education

Percentage of Respondents	Education Level Required
56	High school diploma or equivalent
19	Less than high school diploma

15 ■ Post-secondary certificate ?

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Credentials

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Interests

All 2 displayed

Interest code: **RC** Want to discover your interests? Take the O*NET Interest Profiler at My Next Move.

- **Realistic** — Realistic occupations frequently involve work activities that include practical, hands-on problems and solutions. They often deal with plants, animals, and real-world materials like wood, tools, and machinery. Many of the occupations require working outside, and do not involve a lot of paperwork or working closely with others.
- **Conventional** — Conventional occupations frequently involve following set procedures and routines. These occupations can include working with data and details more than with ideas. Usually there is a clear line of authority to follow.

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Work Styles

All 14 displayed

- **Dependability** — Job requires being reliable, responsible, and dependable, and fulfilling obligations.
- **Self Control** — Job requires maintaining composure, keeping emotions in check, controlling anger, and avoiding aggressive behavior, even in very difficult situations.
- **Attention to Detail** — Job requires being careful about detail and thorough in completing work tasks.
- **Integrity** — Job requires being honest and ethical.
- **Stress Tolerance** — Job requires accepting criticism and dealing calmly and effectively with high stress situations.
- **Cooperation** — Job requires being pleasant with others on the job and displaying a good-natured, cooperative attitude.
- **Adaptability/Flexibility** — Job requires being open to change (positive or negative) and to considerable variety in the workplace.
- **Independence** — Job requires developing one's own ways of doing things, guiding oneself with little or no supervision, and depending on oneself to get things done.
- **Achievement/Effort** — Job requires establishing and maintaining personally challenging achievement goals and exerting effort toward mastering tasks.
- **Concern for Others** — Job requires being sensitive to others' needs and feelings and being understanding and helpful on the job.
- **Initiative** — Job requires a willingness to take on responsibilities and challenges.
- **Persistence** — Job requires persistence in the face of obstacles.
- **Analytical Thinking** — Job requires analyzing information and using logic to address work-related issues and problems.

Innovation — Job requires creativity and alternative thinking to develop new ideas for and answers to work-related problems.

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Work Values

All 3 displayed

- **Support** — Occupations that satisfy this work value offer supportive management that stands behind employees. Corresponding needs are Company Policies, Supervision: Human Relations and Supervision: Technical.
- **Independence** — Occupations that satisfy this work value allow employees to work on their own and make decisions. Corresponding needs are Creativity, Responsibility and Autonomy.
- **Working Conditions** — Occupations that satisfy this work value offer job security and good working conditions. Corresponding needs are Activity, Compensation, Independence, Security, Variety and Working Conditions.

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Related Occupations

All 10 displayed

47-2071.00	Paving, Surfacing, and Tamping Equipment Operators	Bright Outlook
47-2072.00	Pile-Driver Operators	
47-4051.00	Highway Maintenance Workers	
47-5013.00	Service Unit Operators, Oil, Gas, and Mining	Green
53-3033.00	Light Truck or Delivery Services Drivers	
53-4012.00	Locomotive Firers	
53-4021.00	Railroad Brake, Signal, and Switch Operators	
53-5011.00	Sailors and Marine Oilers	
53-5022.00	Motorboat Operators	
53-7032.00	Excavating and Loading Machine and Dragline Operators	

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Wages & Employment Trends

Median wages (2017) $20.42 hourly, $42,480 annual

State wages Local Salary Info

Employment (2016) 1,872,000 employees

Projected growth (2016-2026) Average (5% to 9%)

Projected job openings (2016-2026) 213,500

State trends Employment Trends

Top industries (2016) Transportation and Warehousing

Wholesale Trade

Source: Bureau of Labor Statistics 2017 wage data and 2016-2026 employment projections. "Projected growth" represents the estimated change in total employment over the projections period (2016-2026). "Projected job openings" represent openings due to growth and replacement.

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Job Openings on the Web

Find Jobs

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Sources of Additional Information

All 1 displayed

Disclaimer: Sources are listed to provide additional information on related jobs, specialties, and/or industries. Links to non-DOL Internet sites are provided for your convenience and do not constitute an endorsement.

- Occupational Outlook Handbook: Heavy and tractor-trailer truck drivers

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Details Report for:

53-3032.00 - Heavy and Tractor-Trailer Truck Drivers

Updated 2018

Bright Outlook

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Drive a tractor-trailer combination or a truck with a capacity of at least 26,000 pounds Gross Vehicle Weight (GVW). May be required to unload truck. Requires commercial drivers' license.

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View report: Summary | Details | Custom

Tasks | Technology Skills | Tools Used | Knowledge | Skills | Abilities | Work Activities | Detailed Work Activities | Work Context | Job Zone | Education | Credentials | Interests | Work Styles | Work Values | Related Occupations | Wages & Employment | Job Openings | Additional Information

Tasks

Save Table (XLS/CSV)

All 31 displayed (31 important)

Importance	Category	Task
89	Core	Check vehicles to ensure that mechanical, safety, and emergency equipment is in good working order.
88	Core	Follow appropriate safety procedures for transporting dangerous goods.
85	Core	Inspect loads to ensure that cargo is secure.
85	Core	Maintain logs of working hours or of vehicle service or repair status, following applicable state and federal regulations.
84	Core	Secure cargo for transport, using ropes, blocks, chain, binders, or covers.
84	Core	Maneuver trucks into loading or unloading positions, following signals from loading crew and checking that vehicle and loading equipment are properly positioned.
83	Core	Report vehicle defects, accidents, traffic violations, or damage to the vehicles.
82	Core	Obtain receipts or signatures for delivered goods and collect payment for services when required.
81	Core	Drive trucks with capacities greater than 3 tons, including tractor-trailer combinations, to transport and deliver products, livestock, or other materials.
81	Core	Check all load-related documentation for completeness and accuracy.
80	Core	Read bills of lading to determine assignment details.
80	Core	Collect delivery instructions from appropriate sources, verifying instructions and routes.
80	Core	Drive trucks to weigh stations before and after loading and along routes in compliance with state regulations.

79	Core	⊕	Couple or uncouple trailers by changing trailer jack positions, connecting or disconnecting air or electrical lines, or manipulating fifth-wheel locks.
79	Core	⊕	Check conditions of trailers after contents have been unloaded to ensure that there has been no damage.
77	Core	⊕	Perform basic vehicle maintenance tasks, such as adding oil, fuel, or radiator fluid or performing minor repairs.
77	Core	⊕	Crank trailer landing gear up or down to safely secure vehicles.
77	Core	⊕	Read and interpret maps to determine vehicle routes.
72	Core	⊕	Operate equipment, such as truck cab computers, CB radios, phones, or global positioning systems (GPS) equipment to exchange necessary information with bases, supervisors, or other drivers.
70	Core	⊕	Plan or adjust routes based on changing conditions, using computer equipment, global positioning systems (GPS) equipment, or other navigation devices, to minimize fuel consumption and carbon emissions.
69	Core	⊕	Load or unload trucks or help others with loading or unloading, using special loading-related equipment or other equipment as necessary.
68	Core	⊕	Remove debris from loaded trailers.
84	Supplemental	⊕	Follow special cargo-related procedures, such as checking refrigeration systems for frozen foods or providing food or water for livestock.
77	Supplemental	⊕	Inventory and inspect goods to be moved to determine quantities and conditions.
74	Supplemental	⊕	Wrap and secure goods using pads, packing paper, containers, or straps.
67	Supplemental	⊕	Install or remove special equipment, such as tire chains, grader blades, plow blades, or sanders.
66	Supplemental	⊕	Operate idle reduction systems or auxiliary power systems to generate power from alternative sources, such as fuel cells, to reduce idling time, to heat or cool truck cabins, or to provide power for other equipment.
65	Supplemental	⊕	Perform emergency roadside repairs, such as changing tires or installing light bulbs, tire chains, or spark plugs.
64	Supplemental	⊕	Give directions to laborers who are packing goods and moving them onto trailers.
57	Supplemental	⊕	Drive electric or hybrid-electric powered trucks or alternative fuel-powered trucks to transport and deliver products, livestock, or other materials.
56	Supplemental	⊕	Operate trucks equipped with snowplows or sander attachments to maintain roads in winter weather.

Find occupations related to multiple tasks

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Technology Skills

Save Table (XLS/CSV)

All 12 displayed

- ⊕ **Analytical or scientific software** — Omnitracs Performance Monitoring
- ⊕ **Data base user interface and query software** — ddlsoftware.com drivers daily log program DDL; Fog Line Software Truckn Pro; TruckersHelper
- ⊕ **Electronic mail software** — Microsoft Outlook

- **Enterprise resource planning ERP software** — SAP
- **Inventory management software** — Computerized inventory tracking software
- **Materials requirements planning logistics and supply chain software** — PeopleNet
- **Office suite software** — Microsoft Office
- **Operating system software** — Microsoft Windows
- **Route navigation software** — ALK Technologies PC*Miler; MarcoSoft Quo Vadis
- **Spreadsheet software** — Microsoft Excel
- **Time accounting software** — ADP ezLaborManager
- **Word processing software** — Microsoft Word

Hot Technology — a technology requirement frequently included in employer job postings.

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Tools Used

Save Table (XLS/CSV)

All 27 displayed

- **Air compressors**
- **Blocks or pulleys** — Blocks and tackle
- **Cargo trucks** — Flatbed trucks
- **Container trailers** — Pup trailers
- **Delivery trucks** — Trucks greater than 26000 pounds
- **Dump trucks**
- **Flatbed trailers** — Lowboy trailers; Tilt trailers
- **Forklifts**
- **Global positioning system GPS receiver** — Global positioning system GPS receivers
- **Hand trucks or accessories** — Handtrucks
- **Hoists** — Cargo hoists
- **Laser fax machine** — Laser facsimile machines
- **Lifts** — Handlifts; Hydraulic lifts; Johnson bars
- **Location based messaging service platforms** — Satellite linkup systems
- **Mobile phones** — Cell phones
- **Notebook computers**
- **Personal digital assistant PDAs or organizers** — Personal digital assistants PDA
- **Scanners**
- **Sludge or sewage handling trucks** — Refuse collection trucks
- **Snowplow attachments** — Plow attachments
- **Telescoping boom lift** — Telescoping boom trucks
- **Thin client computers** — On-board computers
- **Tower cranes** — 4-ranger tower trucks
- **Trailer hitches** — Sliding fifth wheels; Sliding tandem axles
- **Two way radios**
- **Wheel loaders**
- **Winches**

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Knowledge Save Table (XLS/CSV)

All 33 displayed (5 important)

Importance	Knowledge
75	**Transportation** — Knowledge of principles and methods for moving people or goods by air, rail, sea, or road, including the relative costs and benefits.
68	**Public Safety and Security** — Knowledge of relevant equipment, policies, procedures, and strategies to promote effective local, state, or national security operations for the protection of people, data, property, and institutions.
67	**Customer and Personal Service** — Knowledge of principles and processes for providing customer and personal services. This includes customer needs assessment, meeting quality standards for services, and evaluation of customer satisfaction.
62	**English Language** — Knowledge of the structure and content of the English language including the meaning and spelling of words, rules of composition, and grammar.
55	**Mechanical** — Knowledge of machines and tools, including their designs, uses, repair, and maintenance.
49	**Geography** — Knowledge of principles and methods for describing the features of land, sea, and air masses, including their physical characteristics, locations, interrelationships, and distribution of plant, animal, and human life.
46	**Education and Training** — Knowledge of principles and methods for curriculum and training design, teaching and instruction for individuals and groups, and the measurement of training effects.
39	**Administration and Management** — Knowledge of business and management principles involved in strategic planning, resource allocation, human resources modeling, leadership technique, production methods, and coordination of people and resources.
39	**Law and Government** — Knowledge of laws, legal codes, court procedures, precedents, government regulations, executive orders, agency rules, and the democratic political process.
39	**Mathematics** — Knowledge of arithmetic, algebra, geometry, calculus, statistics, and their applications.
38	**Telecommunications** — Knowledge of transmission, broadcasting, switching, control, and operation of telecommunications systems.
32	**Clerical** — Knowledge of administrative and clerical procedures and systems such as word processing, managing files and records, stenography and transcription, designing forms, and other office procedures and terminology.
32	**Computers and Electronics** — Knowledge of circuit boards, processors, chips, electronic equipment, and computer hardware and software, including applications and programming.
30	**Psychology** — Knowledge of human behavior and performance; individual differences in ability, personality, and interests; learning and motivation; psychological research methods; and the assessment and treatment of behavioral and affective disorders.
29	**Communications and Media** — Knowledge of media production, communication, and dissemination techniques and methods. This includes alternative ways to inform and entertain via written, oral, and visual media.
27	**Chemistry** — Knowledge of the chemical composition, structure, and properties of substances and of the chemical processes and transformations that they undergo. This

includes uses of chemicals and their interactions, danger signs, production techniques, and disposal methods.

25 — **Sales and Marketing** — Knowledge of principles and methods for showing, promoting, and selling products or services. This includes marketing strategy and tactics, product demonstration, sales techniques, and sales control systems.

24 — **Personnel and Human Resources** — Knowledge of principles and procedures for personnel recruitment, selection, training, compensation and benefits, labor relations and negotiation, and personnel information systems.

22 — **Production and Processing** — Knowledge of raw materials, production processes, quality control, costs, and other techniques for maximizing the effective manufacture and distribution of goods.

19 — **Engineering and Technology** — Knowledge of the practical application of engineering science and technology. This includes applying principles, techniques, procedures, and equipment to the design and production of various goods and services.

19 — **Physics** — Knowledge and prediction of physical principles, laws, their interrelationships, and applications to understanding fluid, material, and atmospheric dynamics, and mechanical, electrical, atomic and sub- atomic structures and processes.

18 — **Economics and Accounting** — Knowledge of economic and accounting principles and practices, the financial markets, banking and the analysis and reporting of financial data.

16 — **Food Production** — Knowledge of techniques and equipment for planting, growing, and harvesting food products (both plant and animal) for consumption, including storage/handling techniques.

15 — **Building and Construction** — Knowledge of materials, methods, and the tools involved in the construction or repair of houses, buildings, or other structures such as highways and roads.

15 — **Design** — Knowledge of design techniques, tools, and principles involved in production of precision technical plans, blueprints, drawings, and models.

15 — **Foreign Language** — Knowledge of the structure and content of a foreign (non-English) language including the meaning and spelling of words, rules of composition and grammar, and pronunciation.

14 — **Medicine and Dentistry** — Knowledge of the information and techniques needed to diagnose and treat human injuries, diseases, and deformities. This includes symptoms, treatment alternatives, drug properties and interactions, and preventive health-care measures.

11 — **Sociology and Anthropology** — Knowledge of group behavior and dynamics, societal trends and influences, human migrations, ethnicity, cultures and their history and origins.

9 — **Biology** — Knowledge of plant and animal organisms, their tissues, cells, functions, interdependencies, and interactions with each other and the environment.

7 — **Therapy and Counseling** — Knowledge of principles, methods, and procedures for diagnosis, treatment, and rehabilitation of physical and mental dysfunctions, and for career counseling and guidance.

6 — **Philosophy and Theology** — Knowledge of different philosophical systems and religions. This includes their basic principles, values, ethics, ways of thinking, customs, practices, and their impact on human culture.

5 — **History and Archeology** — Knowledge of historical events and their causes, indicators, and effects on civilizations and cultures.

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1 **Fine Arts** — Knowledge of the theory and techniques required to compose, produce, and perform works of music, dance, visual arts, drama, and sculpture.

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Skills

Save Table (XLS/CSV)

All 35 displayed (8 important)

Importance	Skill
72	**Operation and Control** — Controlling operations of equipment or systems.
69	**Operation Monitoring** — Watching gauges, dials, or other indicators to make sure a machine is working properly.
53	**Time Management** — Managing one's own time and the time of others.
50	**Critical Thinking** — Using logic and reasoning to identify the strengths and weaknesses of alternative solutions, conclusions or approaches to problems.
50	**Monitoring** — Monitoring/Assessing performance of yourself, other individuals, or organizations to make improvements or take corrective action.
50	**Reading Comprehension** — Understanding written sentences and paragraphs in work related documents.
50	**Speaking** — Talking to others to convey information effectively.
50	**Troubleshooting** — Determining causes of operating errors and deciding what to do about it.
47	**Active Listening** — Giving full attention to what other people are saying, taking time to understand the points being made, asking questions as appropriate, and not interrupting at inappropriate times.
47	**Complex Problem Solving** — Identifying complex problems and reviewing related information to develop and evaluate options and implement solutions.
47	**Coordination** — Adjusting actions in relation to others' actions.
47	**Equipment Maintenance** — Performing routine maintenance on equipment and determining when and what kind of maintenance is needed.
47	**Judgment and Decision Making** — Considering the relative costs and benefits of potential actions to choose the most appropriate one.
47	**Repairing** — Repairing machines or systems using the needed tools.
44	**Active Learning** — Understanding the implications of new information for both current and future problem-solving and decision-making.
44	**Service Orientation** — Actively looking for ways to help people.
44	**Social Perceptiveness** — Being aware of others' reactions and understanding why they react as they do.
44	**Writing** — Communicating effectively in writing as appropriate for the needs of the audience.
41	**Quality Control Analysis** — Conducting tests and inspections of products, services, or processes to evaluate quality or performance.
38	**Instructing** — Teaching others how to do something.
38	**Learning Strategies** — Selecting and using training/instructional methods and procedures appropriate for the situation when learning or teaching new things.

31	**Equipment Selection** — Determining the kind of tools and equipment needed to do a job.
31	**Negotiation** — Bringing others together and trying to reconcile differences.
28	**Management of Personnel Resources** — Motivating, developing, and directing people as they work, identifying the best people for the job.
28	**Persuasion** — Persuading others to change their minds or behavior.
28	**Systems Evaluation** — Identifying measures or indicators of system performance and the actions needed to improve or correct performance, relative to the goals of the system.
25	**Management of Financial Resources** — Determining how money will be spent to get the work done, and accounting for these expenditures.
25	**Management of Material Resources** — Obtaining and seeing to the appropriate use of equipment, facilities, and materials needed to do certain work.
25	**Mathematics** — Using mathematics to solve problems.
25	**Systems Analysis** — Determining how a system should work and how changes in conditions, operations, and the environment will affect outcomes.
22	**Operations Analysis** — Analyzing needs and product requirements to create a design.
16	**Installation** — Installing equipment, machines, wiring, or programs to meet specifications.
16	**Technology Design** — Generating or adapting equipment and technology to serve user needs.
3	**Programming** — Writing computer programs for various purposes.
0	**Science** — Using scientific rules and methods to solve problems.

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Abilities

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All 52 displayed (24 important)

Importance	Ability
75	**Control Precision** — The ability to quickly and repeatedly adjust the controls of a machine or a vehicle to exact positions.
75	**Far Vision** — The ability to see details at a distance.
72	**Multilimb Coordination** — The ability to coordinate two or more limbs (for example, two arms, two legs, or one leg and one arm) while sitting, standing, or lying down. It does not involve performing the activities while the whole body is in motion.
72	**Near Vision** — The ability to see details at close range (within a few feet of the observer).
72	**Reaction Time** — The ability to quickly respond (with the hand, finger, or foot) to a signal (sound, light, picture) when it appears.
72	**Response Orientation** — The ability to choose quickly between two or more movements in response to two or more different signals (lights, sounds, pictures). It includes the speed with which the correct response is started with the hand, foot, or other body part.
69	

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Depth Perception — The ability to judge which of several objects is closer or farther away from you, or to judge the distance between you and an object.

69 **Rate Control** — The ability to time your movements or the movement of a piece of equipment in anticipation of changes in the speed and/or direction of a moving object or scene.

69 **Spatial Orientation** — The ability to know your location in relation to the environment or to know where other objects are in relation to you.

63 **Problem Sensitivity** — The ability to tell when something is wrong or is likely to go wrong. It does not involve solving the problem, only recognizing there is a problem.

53 **Arm-Hand Steadiness** — The ability to keep your hand and arm steady while moving your arm or while holding your arm and hand in one position.

53 **Deductive Reasoning** — The ability to apply general rules to specific problems to produce answers that make sense.

53 **Information Ordering** — The ability to arrange things or actions in a certain order or pattern according to a specific rule or set of rules (e.g., patterns of numbers, letters, words, pictures, mathematical operations).

53 **Manual Dexterity** — The ability to quickly move your hand, your hand together with your arm, or your two hands to grasp, manipulate, or assemble objects.

53 **Selective Attention** — The ability to concentrate on a task over a period of time without being distracted.

50 **Category Flexibility** — The ability to generate or use different sets of rules for combining or grouping things in different ways.

50 **Hearing Sensitivity** — The ability to detect or tell the differences between sounds that vary in pitch and loudness.

50 **Inductive Reasoning** — The ability to combine pieces of information to form general rules or conclusions (includes finding a relationship among seemingly unrelated events).

50 **Night Vision** — The ability to see under low light conditions.

50 **Oral Comprehension** — The ability to listen to and understand information and ideas presented through spoken words and sentences.

50 **Peripheral Vision** — The ability to see objects or movement of objects to one's side when the eyes are looking ahead.

50 **Speech Clarity** — The ability to speak clearly so others can understand you.

50 **Static Strength** — The ability to exert maximum muscle force to lift, push, pull, or carry objects.

50 **Visualization** — The ability to imagine how something will look after it is moved around or when its parts are moved or rearranged.

47 **Auditory Attention** — The ability to focus on a single source of sound in the presence of other distracting sounds.

47 **Finger Dexterity** — The ability to make precisely coordinated movements of the fingers of one or both hands to grasp, manipulate, or assemble very small objects.

47 **Glare Sensitivity** — The ability to see objects in the presence of glare or bright lighting.

47 **Oral Expression** — The ability to communicate information and ideas in speaking so others will understand.

47

Perceptual Speed — The ability to quickly and accurately compare similarities and differences among sets of letters, numbers, objects, pictures, or patterns. The things to be compared may be presented at the same time or one after the other. This ability also includes comparing a presented object with a remembered object.

47 **Speech Recognition** — The ability to identify and understand the speech of another person.

47 **Time Sharing** — The ability to shift back and forth between two or more activities or sources of information (such as speech, sounds, touch, or other sources).

47 **Trunk Strength** — The ability to use your abdominal and lower back muscles to support part of the body repeatedly or continuously over time without 'giving out' or fatiguing.

47 **Visual Color Discrimination** — The ability to match or detect differences between colors, including shades of color and brightness.

47 **Written Comprehension** — The ability to read and understand information and ideas presented in writing.

44 **Dynamic Strength** — The ability to exert muscle force repeatedly or continuously over time. This involves muscular endurance and resistance to muscle fatigue.

44 **Extent Flexibility** — The ability to bend, stretch, twist, or reach with your body, arms, and/or legs.

44 **Flexibility of Closure** — The ability to identify or detect a known pattern (a figure, object, word, or sound) that is hidden in other distracting material.

44 **Gross Body Coordination** — The ability to coordinate the movement of your arms, legs, and torso together when the whole body is in motion.

44 **Sound Localization** — The ability to tell the direction from which a sound originated.

44 **Speed of Limb Movement** — The ability to quickly move the arms and legs.

44 **Written Expression** — The ability to communicate information and ideas in writing so others will understand.

41 **Gross Body Equilibrium** — The ability to keep or regain your body balance or stay upright when in an unstable position.

41 **Stamina** — The ability to exert yourself physically over long periods of time without getting winded or out of breath.

41 **Wrist-Finger Speed** — The ability to make fast, simple, repeated movements of the fingers, hands, and wrists.

35 **Speed of Closure** — The ability to quickly make sense of, combine, and organize information into meaningful patterns.

31 **Fluency of Ideas** — The ability to come up with a number of ideas about a topic (the number of ideas is important, not their quality, correctness, or creativity).

31 **Number Facility** — The ability to add, subtract, multiply, or divide quickly and correctly.

31 **Originality** — The ability to come up with unusual or clever ideas about a given topic or situation, or to develop creative ways to solve a problem.

28 **Mathematical Reasoning** — The ability to choose the right mathematical methods or formulas to solve a problem.

25 **Memorization** — The ability to remember information such as words, numbers, pictures, and procedures.

13

Explosive Strength — The ability to use short bursts of muscle force to propel oneself (as in jumping or sprinting), or to throw an object.

10 ▫ **Dynamic Flexibility** — The ability to quickly and repeatedly bend, stretch, twist, or reach out with your body, arms, and/or legs.

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Work Activities

Save Table (XLS/CSV)

All 41 displayed (25 important)

Importance	Work Activity
90	**Operating Vehicles, Mechanized Devices, or Equipment** — Running, maneuvering, navigating, or driving vehicles or mechanized equipment, such as forklifts, passenger vehicles, aircraft, or water craft.
83	**Inspecting Equipment, Structures, or Material** — Inspecting equipment, structures, or materials to identify the cause of errors or other problems or defects.
81	**Getting Information** — Observing, receiving, and otherwise obtaining information from all relevant sources.
72	**Identifying Objects, Actions, and Events** — Identifying information by categorizing, estimating, recognizing differences or similarities, and detecting changes in circumstances or events.
70	**Controlling Machines and Processes** — Using either control mechanisms or direct physical activity to operate machines or processes (not including computers or vehicles).
68	**Communicating with Supervisors, Peers, or Subordinates** — Providing information to supervisors, co-workers, and subordinates by telephone, in written form, e-mail, or in person.
68	**Making Decisions and Solving Problems** — Analyzing information and evaluating results to choose the best solution and solve problems.
67	**Documenting/Recording Information** — Entering, transcribing, recording, storing, or maintaining information in written or electronic/magnetic form.
66	**Monitor Processes, Materials, or Surroundings** — Monitoring and reviewing information from materials, events, or the environment, to detect or assess problems.
66	**Performing General Physical Activities** — Performing physical activities that require considerable use of your arms and legs and moving your whole body, such as climbing, lifting, balancing, walking, stooping, and handling of materials.
62	**Communicating with Persons Outside Organization** — Communicating with people outside the organization, representing the organization to customers, the public, government, and other external sources. This information can be exchanged in person, in writing, or by telephone or e-mail.
62	**Evaluating Information to Determine Compliance with Standards** — Using relevant information and individual judgment to determine whether events or processes comply with laws, regulations, or standards.
62	**Organizing, Planning, and Prioritizing Work** — Developing specific goals and plans to prioritize, organize, and accomplish your work.
60	**Handling and Moving Objects** — Using hands and arms in handling, installing, positioning, and moving materials, and manipulating things.
60	

Performing for or Working Directly with the Public — Performing for people or dealing directly with the public. This includes serving customers in restaurants and stores, and receiving clients or guests.

60 **Scheduling Work and Activities** — Scheduling events, programs, and activities, as well as the work of others.

59 **Establishing and Maintaining Interpersonal Relationships** — Developing constructive and cooperative working relationships with others, and maintaining them over time.

58 **Updating and Using Relevant Knowledge** — Keeping up-to-date technically and applying new knowledge to your job.

57 **Estimating the Quantifiable Characteristics of Products, Events, or Information** — Estimating sizes, distances, and quantities; or determining time, costs, resources, or materials needed to perform a work activity.

57 **Processing Information** — Compiling, coding, categorizing, calculating, tabulating, auditing, or verifying information or data.

56 **Judging the Qualities of Things, Services, or People** — Assessing the value, importance, or quality of things or people.

54 **Analyzing Data or Information** — Identifying the underlying principles, reasons, or facts of information by breaking down information or data into separate parts.

53 **Repairing and Maintaining Mechanical Equipment** — Servicing, repairing, adjusting, and testing machines, devices, moving parts, and equipment that operate primarily on the basis of mechanical (not electronic) principles.

52 **Developing Objectives and Strategies** — Establishing long-range objectives and specifying the strategies and actions to achieve them.

50 **Interpreting the Meaning of Information for Others** — Translating or explaining what information means and how it can be used.

47 **Thinking Creatively** — Developing, designing, or creating new applications, ideas, relationships, systems, or products, including artistic contributions.

46 **Resolving Conflicts and Negotiating with Others** — Handling complaints, settling disputes, and resolving grievances and conflicts, or otherwise negotiating with others.

44 **Training and Teaching Others** — Identifying the educational needs of others, developing formal educational or training programs or classes, and teaching or instructing others.

42 **Assisting and Caring for Others** — Providing personal assistance, medical attention, emotional support, or other personal care to others such as coworkers, customers, or patients.

41 **Developing and Building Teams** — Encouraging and building mutual trust, respect, and cooperation among team members.

40 **Coordinating the Work and Activities of Others** — Getting members of a group to work together to accomplish tasks.

39 **Performing Administrative Activities** — Performing day-to-day administrative tasks such as maintaining information files and processing paperwork.

38 **Monitoring and Controlling Resources** — Monitoring and controlling resources and overseeing the spending of money.

35 **Provide Consultation and Advice to Others** — Providing guidance and expert advice to management or other groups on technical, systems-, or process-related topics.

33

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Coaching and Developing Others — Identifying the developmental needs of others and coaching, mentoring, or otherwise helping others to improve their knowledge or skills.

32 **Guiding, Directing, and Motivating Subordinates** — Providing guidance and direction to subordinates, including setting performance standards and monitoring performance.

32 **Interacting With Computers** — Using computers and computer systems (including hardware and software) to program, write software, set up functions, enter data, or process information.

30 **Selling or Influencing Others** — Convincing others to buy merchandise/goods or to otherwise change their minds or actions.

29 **Repairing and Maintaining Electronic Equipment** — Servicing, repairing, calibrating, regulating, fine-tuning, or testing machines, devices, and equipment that operate primarily on the basis of electrical or electronic (not mechanical) principles.

26 **Drafting, Laying Out, and Specifying Technical Devices, Parts, and Equipment** — Providing documentation, detailed instructions, drawings, or specifications to tell others about how devices, parts, equipment, or structures are to be fabricated, constructed, assembled, modified, maintained, or used.

22 **Staffing Organizational Units** — Recruiting, interviewing, selecting, hiring, and promoting employees in an organization.

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Detailed Work Activities

Save Table (XLS/CSV)

All 27 displayed

- Inspect motor vehicles.
- Follow safety procedures for vehicle operation.
- Inspect cargo to ensure it is properly loaded or secured.
- Record operational or production data.
- Record service or repair activities.
- Operate vehicles or material-moving equipment.
- Secure cargo.
- Monitor cargo area conditions.
- Notify others of emergencies, problems, or hazards.
- Report vehicle or equipment malfunctions.
- Collect fares or payment from customers.
- Review documents or materials for compliance with policies or regulations.
- Review work orders or schedules to determine operations or procedures.
- Verify information or specifications.
- Connect cables or electrical lines.
- Inspect cargo areas for cleanliness or condition.
- Maintain vehicles in good working condition.
- Read maps to determine routes.
- Acquire supplies or equipment.
- Package materials or products.
- Operate communications equipment or systems.

- Adjust routes or speeds as necessary.
- Choose optimal transportation routes or speeds.
- Load shipments, belongings, or materials.
- Remove debris or damaged materials.
- Install parts, assemblies, or attachments in transportation or material handling equipment.
- Direct material handling or moving activities.

Find occupations related to multiple detailed work activities

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Work Context

Save Table (XLS/CSV)

All 57 displayed

Work Context	Percentage of Top Responses	
In an Enclosed Vehicle or Equipment — How often does this job require working in a closed vehicle or equipment (e.g., car)?	88	Every day
Duration of Typical Work Week — Number of hours typically worked in one week.	84 15	More than 40 hours 40 hours
Outdoors, Exposed to Weather — How often does this job require working outdoors, exposed to all weather conditions?	76	Every day
Time Pressure — How often does this job require the worker to meet strict deadlines?	69 16	Every day Once a week or more but not every day
Very Hot or Cold Temperatures — How often does this job require working in very hot (above 90 F degrees) or very cold (below 32 F degrees) temperatures?	60 20 13	Every day Once a week or more but not every day Once a month or more but not every week
Telephone — How often do you have telephone conversations in this job?	60 22 12	Every day Once a week or more but not every day Never
Freedom to Make Decisions — How much decision making freedom, without supervision, does the job offer?	42 35 13	A lot of freedom Some freedom Limited freedom
Impact of Decisions on Co-workers or Company Results — What results do your decisions usually have on other people or the image or reputation or financial resources of your employer?	45 33 12	Very important results Important results Moderate results
Spend Time Using Your Hands to Handle, Control, or Feel Objects, Tools, or Controls — How much does this job require using your hands to handle, control, or feel objects, tools or controls?	52 26 11	Continually or almost continually More than half the time Less than half the time

- **Spend Time Sitting** — How much does this job require sitting?
  - 36 Continually or almost continually
  - 44 More than half the time

- **Face-to-Face Discussions** — How often do you have to have face-to-face discussions with individuals or teams in this job?
  - 47 Every day
  - 29 Once a week or more but not every day
  - 11 Once a month or more but not every week

- **Frequency of Decision Making** — How frequently is the worker required to make decisions that affect other people, the financial resources, and/or the image and reputation of the organization?
  - 53 Every day
  - 20 Once a week or more but not every day
  - 12 Once a month or more but not every week
  - 11 Never

- **Importance of Being Exact or Accurate** — How important is being very exact or highly accurate in performing this job?
  - 38 Extremely important
  - 36 Very important
  - 14 Important

- **Consequence of Error** — How serious would the result usually be if the worker made a mistake that was not readily correctable?
  - 44 Extremely serious
  - 28 Very serious
  - 13 Serious

- **Contact With Others** — How much does this job require the worker to be in contact with others (face-to-face, by telephone, or otherwise) in order to perform it?
  - 39 Constant contact with others
  - 35 Contact with others most of the time
  - 21 Occasional contact with others

- **Wear Common Protective or Safety Equipment such as Safety Shoes, Glasses, Gloves, Hearing Protection, Hard Hats, or Life Jackets** — How much does this job require wearing common protective or safety equipment such as safety shoes, glasses, gloves, hard hats or life jackets?
  - 47 Every day
  - 24 Once a week or more but not every day
  - 12 Once a year or more but not every month

- **Exposed to Contaminants** — How often does this job require working exposed to contaminants (such as pollutants, gases, dust or odors)?
  - 47 Every day
  - 18 Once a week or more but not every day
  - 13 Once a month or more but not every week
  - 16 Never

- **Structured versus Unstructured Work** — To what extent is this job structured for the worker, rather than allowing the worker to determine tasks, priorities, and goals?
  - 29 A lot of freedom
  - 37 Some freedom
  - 19 Limited freedom
  - 14 Very little freedom

- **Deal With External Customers** — How important is it to work with external customers or the public in this job?
  - 33 Extremely important
  - 27 Very important
  - 22 Important

- **Sounds, Noise Levels Are Distracting or Uncomfortable** — How often does this job require working exposed to sounds and noise levels that are distracting or uncomfortable?
  - 46 Every day
  - 18 Once a week or more but not every day
  - 11 Once a month or more but not every week
  - 16 Never

- **Extremely Bright or Inadequate Lighting** — How often does this job require working in
  - 50 Every day
  - 33 Never

extremely bright or inadequate lighting conditions?

- **Spend Time Making Repetitive Motions** — How much does this job require making repetitive motions?
  - 25 Continually or almost continually
  - 26 More than half the time
  - 37 Less than half the time

- **Work With Work Group or Team** — How important is it to work with others in a group or team in this job?
  - 32 Extremely important
  - 19 Very important
  - 15 Important
  - 26 Not important at all

- **Deal With Unpleasant or Angry People** — How frequently does the worker have to deal with unpleasant, angry, or discourteous individuals as part of the job requirements?
  - 15 Every day
  - 20 Once a week or more but not every day
  - 37 Once a month or more but not every week
  - 25 Once a year or more but not every month

- **Level of Competition** — To what extent does this job require the worker to compete or to be aware of competitive pressures?
  - 35 Highly competitive
  - 30 Moderately competitive
  - 12 Slightly competitive
  - 13 Not at all competitive

- **Indoors, Not Environmentally Controlled** — How often does this job require working indoors in non-controlled environmental conditions (e.g., warehouse without heat)?
  - 36 Every day
  - 19 Once a year or more but not every month
  - 26 Never

- **Outdoors, Under Cover** — How often does this job require working outdoors, under cover (e.g., structure with roof but no walls)?
  - 26 Every day
  - 22 Once a week or more but not every day
  - 14 Once a month or more but not every week
  - 34 Never

- **Importance of Repeating Same Tasks** — How important is repeating the same physical activities (e.g., key entry) or mental activities (e.g., checking entries in a ledger) over and over, without stopping, to performing this job?
  - 27 Extremely important
  - 15 Very important
  - 12 Important
  - 19 Fairly important
  - 28 Not important at all

- **Responsible for Others' Health and Safety** — How much responsibility is there for the health and safety of others in this job?
  - 28 Very high responsibility
  - 14 High responsibility
  - 15 Moderate responsibility
  - 14 Limited responsibility
  - 29 No responsibility

- **Pace Determined by Speed of Equipment** — How important is it to this job that the pace is determined by the speed of equipment or machinery? (This does not refer to keeping busy at all times on this job.)
  - 18 Extremely important
  - 24 Very important
  - 13 Important
  - 12 Fairly important
  - 34 Not important at all

- **Exposed to Hazardous Equipment** — How often does this job require exposure to hazardous equipment?
  - 26 Every day
  - 18 Once a week or more but not every day
  - 45 Never

- **Cramped Work Space, Awkward Positions** — How often does this job require working in cramped work spaces that requires getting into awkward positions?
  - 21 Every day
  - 13 Once a week or more but not every day
  - 11 Once a month or more but not every week
  - 27 Once a year or more but not every month
  - 28 Never

In an Open Vehicle or Equipment — How often does this job require working in an open vehicle or equipment (e.g., tractor)?

29	Every day
14	Once a week or more but not every day
51	Never

Physical Proximity — To what extent does this job require the worker to perform job tasks in close physical proximity to other people?

28	Moderately close (at arm's length)
15	Slightly close (e.g., shared office)
28	I work with others but not closely (e.g., private office)
23	I don't work near other people (beyond 100 ft.)

Frequency of Conflict Situations — How often are there conflict situations the employee has to face in this job?

16	Once a week or more but not every day
30	Once a month or more but not every week
29	Once a year or more but not every month
20	Never

Exposed to Minor Burns, Cuts, Bites, or Stings — How often does this job require exposure to minor burns, cuts, bites, or stings?

18	Every day
27	Once a year or more but not every month
35	Never

Coordinate or Lead Others — How important is it to coordinate or lead others in accomplishing work activities in this job?

15	Extremely important
11	Very important
17	Important
17	Fairly important
41	Not important at all

Work Schedules — How regular are the work schedules for this job?

59	Irregular (changes with weather conditions, production demands, or contract duration)
35	Regular (established routine, set schedule)

Spend Time Bending or Twisting the Body — How much does this job require bending or twisting your body?

17	About half the time
51	Less than half the time
15	Never

Spend Time Standing — How much does this job require standing?

14	About half the time
73	Less than half the time

Responsibility for Outcomes and Results — How responsible is the worker for work outcomes and results of other workers?

12	High responsibility
20	Moderate responsibility
20	Limited responsibility
39	No responsibility

Letters and Memos — How often does the job require written letters and memos?

13	Every day
15	Once a week or more but not every day
17	Once a year or more but not every month
49	Never

Exposed to Whole Body Vibration — How often does this job require exposure to whole body vibration (e.g., operate a jackhammer)?

22	Every day
62	Never

Exposed to Hazardous Conditions — How often does this job require exposure to hazardous conditions?

23	Once a week or more but not every day
56	Never

Electronic Mail — How often do you use electronic mail in this job?

13	Every day
12	Once a week or more but not every day
59	Never

Spend Time Walking and Running — How much does this job require walking and running?

13	More than half the time
60	Less than half the time
21	Never

Butler's Exh. 55, p. 016

- **Exposed to High Places** — How often does this job require exposure to high places?
  - 15 Once a week or more but not every day
  - 14 Once a month or more but not every week
  - 58 Never
- **Indoors, Environmentally Controlled** — How often does this job require working indoors in environmentally controlled conditions?
  - 14 Once a year or more but not every month
  - 56 Never
- **Degree of Automation** — How automated is the job?
  - 13 Highly automated
  - 13 Moderately automated
  - 24 Slightly automated
  - 50 Not at all automated
- **Spend Time Kneeling, Crouching, Stooping, or Crawling** — How much does this job require kneeling, crouching, stooping or crawling?
  - 53 Less than half the time
  - 35 Never
- **Spend Time Keeping or Regaining Balance** — How much does this job require keeping or regaining your balance?
  - 46 Less than half the time
  - 39 Never
- **Deal With Physically Aggressive People** — How frequently does this job require the worker to deal with physical aggression of violent individuals?
  - 23 Once a year or more but not every month
  - 58 Never
- **Spend Time Climbing Ladders, Scaffolds, or Poles** — How much does this job require climbing ladders, scaffolds, or poles?
  - 43 Less than half the time
  - 47 Never
- **Wear Specialized Protective or Safety Equipment such as Breathing Apparatus, Safety Harness, Full Protection Suits, or Radiation Protection** — How much does this job require wearing specialized protective or safety equipment such as breathing apparatus, safety harness, full protection suits, or radiation protection?
  - 17 Once a year or more but not every month
  - 68 Never
- **Exposed to Disease or Infections** — How often does this job require exposure to disease/infections?
  - 88 Never
- **Public Speaking** — How often do you have to perform public speaking in this job?
  - 86 Never
- **Exposed to Radiation** — How often does this job require exposure to radiation?
  - 97 Never

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Job Zone

Save Table (XLS/CSV)

Title Job Zone Two: Some Preparation Needed

Butler's Exh. 55, p. 017

Education These occupations usually require a high school diploma.

Related Experience Some previous work-related skill, knowledge, or experience is usually needed. For example, a teller would benefit from experience working directly with the public.

Job Training Employees in these occupations need anywhere from a few months to one year of working with experienced employees. A recognized apprenticeship program may be associated with these occupations.

Job Zone Examples These occupations often involve using your knowledge and skills to help others. Examples include orderlies, forest firefighters, customer service representatives, security guards, upholsterers, and tellers.

SVP Range (4.0 to < 6.0)

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Education

Percentage of Respondents	Education Level Required
56	High school diploma or equivalent
19	Less than high school diploma
15	Post-secondary certificate

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Credentials

Find Training | Find Certifications | Find Licenses | APPRENTICESHIP.GOV

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Interests

Save Table (XLS/CSV)

All 6 displayed (2 important)

Occupational Interest	Interest
100	**Realistic** — Realistic occupations frequently involve work activities that include practical, hands-on problems and solutions. They often deal with plants, animals, and real-world materials like wood, tools, and machinery. Many of the occupations require working outside, and do not involve a lot of paperwork or working closely with others.
61	**Conventional** — Conventional occupations frequently involve following set procedures and routines. These occupations can include working with data and details more than with ideas. Usually there is a clear line of authority to follow.
33	**Investigative** — Investigative occupations frequently involve working with ideas, and require an extensive amount of thinking. These occupations can involve searching for facts and figuring out problems mentally.
17	**Enterprising** — Enterprising occupations frequently involve starting up and carrying out projects. These occupations can involve leading people and making many decisions. Sometimes they require risk taking and often deal with business.
0	

Butler's Exh. 55, p. 018

Artistic — Artistic occupations frequently involve working with forms, designs and patterns. They often require self-expression and the work can be done without following a clear set of rules.

0 **Social** — Social occupations frequently involve working with, communicating with, and teaching people. These occupations often involve helping or providing service to others.

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Work Styles

Save Table (XLS/CSV)

All 16 displayed (14 important)

Importance	Work Style
79	**Dependability** — Job requires being reliable, responsible, and dependable, and fulfilling obligations.
74	**Self Control** — Job requires maintaining composure, keeping emotions in check, controlling anger, and avoiding aggressive behavior, even in very difficult situations.
73	**Attention to Detail** — Job requires being careful about detail and thorough in completing work tasks.
72	**Integrity** — Job requires being honest and ethical.
71	**Stress Tolerance** — Job requires accepting criticism and dealing calmly and effectively with high stress situations.
68	**Cooperation** — Job requires being pleasant with others on the job and displaying a good-natured, cooperative attitude.
67	**Adaptability/Flexibility** — Job requires being open to change (positive or negative) and to considerable variety in the workplace.
66	**Independence** — Job requires developing one's own ways of doing things, guiding oneself with little or no supervision, and depending on oneself to get things done.
62	**Achievement/Effort** — Job requires establishing and maintaining personally challenging achievement goals and exerting effort toward mastering tasks.
61	**Concern for Others** — Job requires being sensitive to others' needs and feelings and being understanding and helpful on the job.
61	**Initiative** — Job requires a willingness to take on responsibilities and challenges.
60	**Persistence** — Job requires persistence in the face of obstacles.
52	**Analytical Thinking** — Job requires analyzing information and using logic to address work-related issues and problems.
50	**Innovation** — Job requires creativity and alternative thinking to develop new ideas for and answers to work-related problems.
43	**Leadership** — Job requires a willingness to lead, take charge, and offer opinions and direction.
43	**Social Orientation** — Job requires preferring to work with others rather than alone, and being personally connected with others on the job.

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Work Values

Save Table (XLS/CSV)

All 6 displayed (2 important)

Extent	Work Value
61	**Support** — Occupations that satisfy this work value offer supportive management that stands behind employees. Corresponding needs are Company Policies, Supervision: Human Relations and Supervision: Technical.
56	**Independence** — Occupations that satisfy this work value allow employees to work on their own and make decisions. Corresponding needs are Creativity, Responsibility and Autonomy.
39	**Working Conditions** — Occupations that satisfy this work value offer job security and good working conditions. Corresponding needs are Activity, Compensation, Independence, Security, Variety and Working Conditions.
33	**Relationships** — Occupations that satisfy this work value allow employees to provide service to others and work with co-workers in a friendly non-competitive environment. Corresponding needs are Co-workers, Moral Values and Social Service.
28	**Achievement** — Occupations that satisfy this work value are results oriented and allow employees to use their strongest abilities, giving them a feeling of accomplishment. Corresponding needs are Ability Utilization and Achievement.
22	**Recognition** — Occupations that satisfy this work value offer advancement, potential for leadership, and are often considered prestigious. Corresponding needs are Advancement, Authority, Recognition and Social Status.

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Related Occupations

Save Table (XLS/CSV)

All 10 displayed

47-2071.00	Paving, Surfacing, and Tamping Equipment Operators	Bright Outlook
47-2072.00	Pile-Driver Operators	
47-4051.00	Highway Maintenance Workers	
47-5013.00	Service Unit Operators, Oil, Gas, and Mining	Green
53-3033.00	Light Truck or Delivery Services Drivers	
53-4012.00	Locomotive Firers	
53-4021.00	Railroad Brake, Signal, and Switch Operators	
53-5011.00	Sailors and Marine Oilers	
53-5022.00	Motorboat Operators	
53-7032.00	Excavating and Loading Machine and Dragline Operators	

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Wages & Employment Trends

Median wages (2017) $20.42 hourly, $42,480 annual

State wages Local Salary Info

Employment (2016) 1,872,000 employees

Projected growth (2016-2026) Average (5% to 9%)

213,500

Projected job openings (2016-2026)

State trends Employment Trends

Top industries (2016) Transportation and Warehousing (53% employed in this sector)
Wholesale Trade (11%)
(see all industries)

Source: Bureau of Labor Statistics 2017 wage data and 2016-2026 employment projections. "Projected growth" represents the estimated change in total employment over the projections period (2016-2026). "Projected job openings" represent openings due to growth and replacement.

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Job Openings on the Web

Find Jobs

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Sources of Additional Information

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Disclaimer: Sources are listed to provide additional information on related jobs, specialties, and/or industries. Links to non-DOL Internet sites are provided for your convenience and do not constitute an endorsement.

- Occupational Outlook Handbook: Heavy and tractor-trailer truck drivers

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O*NET Code Connector

Heavy and Tractor-Trailer Truck Drivers - 53-3032.00

More information from **O*NET OnLine**:
Summary • Details • Custom

O*NET-SOC Description

Drive a tractor-trailer combination or a truck with a capacity of at least 26,000 pounds Gross Vehicle Weight (GVW). May be required to unload truck. Requires commercial drivers' license.

Sample of Reported Job Titles

- Delivery Driver
- Driver
- Line Haul Driver
- Log Truck Driver
- Over the Road Driver (OTR Driver)
- Production Truck Driver
- Road Driver
- Semi Truck Driver
- Tractor Trailer Operator
- Truck Driver

SOC Occupation Groups

53-0000	Transportation and Material Moving Occupations
53-3000	Motor Vehicle Operators
53-3030	Driver/Sales Workers and Truck Drivers
53-3032.00	**Heavy and Tractor-Trailer Truck Drivers**

Related Occupations

5 of 10 displayed

47-2071.00	Paving, Surfacing, and Tamping Equipment Operators — Bright Outlook
47-2072.00	Pile-Driver Operators
47-4051.00	Highway Maintenance Workers
47-5013.00	Service Unit Operators, Oil, Gas, and Mining — Green
53-3033.00	Light Truck or Delivery Services Drivers

Tasks

5 of 31 displayed

- Check all load-related documentation for completeness and accuracy.
- Check conditions of trailers after contents have been unloaded to ensure that there has been no damage.
- Check vehicles to ensure that mechanical, safety, and emergency equipment is in good working order.
- Collect delivery instructions from appropriate sources, verifying instructions and routes.
- Couple or uncouple trailers by changing trailer jack positions, connecting or disconnecting air or electrical lines, or manipulating fifth-wheel locks.

Detailed Work Activities

5 of 27 displayed

- Acquire supplies or equipment.
- Adjust routes or speeds as necessary.
- Choose optimal transportation routes or speeds.
- Collect fares or payment from customers.
- Connect cables or electrical lines.

Military Crosswalk Titles

4 of 46 displayed

- Air and Missile Defense (AMD) Systems Tactician (Army - Warrant Officer only)
- Air and Missile Defense (AMD) Systems Technician (Army - Warrant Officer only)
- Horizontal Construction Engineer (Army - Enlisted)
- Joint Fire Support Specialist (Army - Enlisted)

Apprenticeship Crosswalk Titles

- Construction Driver
- Truck Driver, Heavy

DOT Crosswalk Titles

4 of 18 displayed

- Concrete-Mixing-Truck Driver
- Construction Driver
- Milk Driver
- Powder-Truck Driver

Heavy and Tractor-trailer Truck Drivers

Summary

Quick Facts: Heavy and Tractor-trailer Truck Drivers	
2017 Median Pay	$42,480 per year $20.42 per hour
Typical Entry-Level Education	Postsecondary nondegree award
Work Experience in a Related Occupation	None
On-the-job Training	Short-term on-the-job training
Number of Jobs, 2016	1,871,700
Job Outlook, 2016-26	6% (As fast as average)
Employment Change, 2016-26	108,400

What Heavy and Tractor-trailer Truck Drivers Do

Heavy and tractor-trailer truck drivers transport goods from one location to another. Most tractor-trailer drivers are long-haul drivers and operate trucks with a gross vehicle weight (GVW) capacity—that is, the combined weight of the vehicle, passengers, and cargo—exceeding 26,000 pounds. These drivers deliver goods over intercity routes, sometimes spanning several states.

Work Environment

Working as a long-haul truck driver is a major lifestyle choice because these drivers can be away from home for days or weeks at a time.

How to Become a Heavy or Tractor-trailer Truck Driver

Heavy and tractor-trailer truck drivers usually have a high school diploma and attend a professional truck driving school. They must have a commercial driver's license (CDL).

Pay

The median annual wage for heavy and tractor-trailer truck drivers was $42,480 in May 2017.

Job Outlook

Employment of heavy and tractor-trailer truck drivers is projected to grow 6 percent from 2016 to 2026, about as fast as the average for all occupations. As the demand for goods increases, more truck drivers will be needed to keep supply chains moving.

State & Area Data

Explore resources for employment and wages by state and area for heavy and tractor-trailer truck drivers.

Similar Occupations

Compare the job duties, education, job growth, and pay of heavy and tractor-trailer truck drivers with similar occupations.

More Information, Including Links to O*NET

Learn more about heavy and tractor-trailer truck drivers by visiting additional resources, including O*NET, a source on key characteristics of workers and occupations.

What They Do ->>

SUGGESTED CITATION:

Bureau of Labor Statistics, U.S. Department of Labor, *Occupational Outlook Handbook*, Heavy and Tractor-trailer Truck Drivers, on the Internet at https://www.bls.gov/ooh/transportation-and-material-moving/heavy-and-tractor-trailer-truck-drivers.htm (visited *March 25, 2019*).

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Heavy and Tractor-trailer Truck Drivers

What Heavy and Tractor-trailer Truck Drivers Do

About this section

Heavy and tractor-trailer truck drivers transport goods from one location to another. Most tractor-trailer drivers are long-haul drivers and operate trucks with a gross vehicle weight (GVW) capacity of more than 26,000 pounds. These drivers deliver goods over intercity routes, sometimes spanning several states.

Some heavy and tractor-trailer truck drivers plan their own routes.

Duties

Heavy and tractor-trailer truck drivers typically do the following:

- Drive long distances
- Report to a dispatcher any incidents encountered on the road
- Follow all applicable traffic laws
- Secure cargo for transport, using ropes, blocks, chains, or covers
- Inspect their trailers before and after the trip, and record any defects they find
- Maintain a log of their working hours, following all federal and state regulations
- Report serious mechanical problems to the appropriate personnel
- Keep their trucks and associated equipment clean and in good working order

Most heavy and tractor-trailer truck drivers' routes are assigned by a dispatcher, but some independent drivers still plan their own routes. When planning routes, drivers must take into account any road restrictions that prohibit large trucks. Drivers also must plan legally required rest periods into their trip.

Some drivers have one or two routes that they drive regularly, and others drivers take many different routes throughout the country. In addition, some drivers have routes that include Mexico or Canada.

Companies sometimes use two drivers, known as teams, on long runs in order to minimize downtime. On these team runs, one driver sleeps in a berth behind the cab while the other drives.

Certain cargo requires drivers to adhere to additional safety regulations. Some heavy truck drivers who transport hazardous materials, such as chemical waste, must take special precautions when driving, and may carry specialized safety equipment in case of an accident. Other drivers, such as those carrying liquids, oversized loads, or cars, must follow rules that apply specifically to them.

Some long-haul truck drivers, also called *owner–operators*, buy or lease trucks and go into business for themselves. In addition to their driving tasks, owner-operators also have business tasks, including finding and keeping clients and doing administrative work, such as accounting.

<- Summary Work Environment ->

SUGGESTED CITATION:
Bureau of Labor Statistics, U.S. Department of Labor, *Occupational Outlook Handbook*, Heavy and Tractor-trailer Truck Drivers, on the Internet at https://www.bls.gov/ooh/transportation-and-material-moving/heavy-and-tractor-trailer-truck-drivers.htm (visited *March 25, 2019*).

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Heavy and Tractor-trailer Truck Drivers

How to Become a Heavy or Tractor-trailer Truck Driver

About this section

Heavy and tractor-trailer truck drivers usually have a high school diploma and attend a professional truck driving school. They must have a commercial driver's license (CDL).

Drivers learn the federal laws and regulations governing interstate trucking.

Education

Most companies require their truck drivers to have a high school diploma or equivalent.

Many prospective drivers attend professional truck driving schools, where they take training courses to learn how to maneuver large vehicles on highways or through crowded streets. During these classes, drivers also learn the federal laws and regulations governing interstate truck driving. Students may attend either a private truckdriving school or a program at a community college that lasts between 3 and 6 months.

Upon finishing their classes, drivers receive a certificate of completion.

Licenses, Certifications, and Registrations

All long-haul truck drivers must have a commercial driver's license (CDL). Qualifications for obtaining a CDL vary by state but generally include passing both a knowledge test and a driving test. States have the right to refuse to issue a CDL to anyone who has had a CDL suspended by another state.

Drivers can get endorsements to their CDL that show their ability to drive a specialized type of vehicle. Truck drivers transporting hazardous materials (HAZMAT) must have a hazardous materials endorsement (H). Getting this endorsement requires passing an additional knowledge test and a background check.

Federal regulations require CDL drivers to maintain a clean driving record and pass a physical exam every two years. They are also subject to random testing for drug or alcohol abuse. Truck drivers can have their CDL suspended if they are convicted of driving under the influence of alcohol or drugs or are convicted of a felony involving the use of a motor vehicle.

Other actions can result in a suspension after multiple violations. The Federal Motor Carrier Safety Administration website has a list of these violations. Additionally, some companies have stricter standards than what federal regulations require.

Training

After completing truckdriving school and being hired by a company, drivers normally receive several weeks of on-the-job training. During this time, they drive a truck with a more experienced mentor–driver in the passenger seat. This period of on-the-job training is given so that the new drivers will learn more about the specific type of truck they will drive and material they will transport.

Important Qualities

Hand–eye coordination. Drivers of heavy trucks and tractor-trailers must be able to coordinate their legs, hands, and eyes simultaneously so that they will react appropriately to the situation around them and drive the vehicle safely.

Hearing ability. Truck drivers need good hearing. Federal regulations require that a driver be able to hear a forced whisper in one ear at 5 feet (with or without the use of a hearing aid).

Physical health. Federal regulations do not allow people to become truck drivers if they have a medical condition, such as high blood pressure or epilepsy, which may interfere with their ability to operate a truck. The Federal Motor Carrier Safety Administration website has a full list of medical conditions that disqualify someone from driving a long-haul truck.

Visual ability. Truck drivers must be able to pass vision tests. Federal regulations require a driver to have at least 20/40 vision with a 70-degree field of vision in each eye and the ability to distinguish the colors on a traffic light.

[<- Work Environment] [Pay ->]

SUGGESTED CITATION:

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Heavy and Tractor-trailer Truck Drivers

Similar Occupations

About this section

This table shows a list of occupations with job duties that are similar to those of heavy and tractor-trailer truck drivers.

	OCCUPATION	JOB DUTIES	ENTRY-LEVEL EDUCATION	2017 MEDIAN PAY
	Bus Drivers	Bus drivers transport people between various places—including work, school, and shopping centers—and across state or national borders. Some drive regular routes, and others transport passengers on chartered trips or sightseeing tours.	High school diploma or equivalent	$33,010
	Delivery Truck Drivers and Driver/Sales Workers	Delivery truck drivers and driver/sales workers pick up, transport, and drop off packages and small shipments within a local region or urban area. They drive trucks with a gross vehicle weight (GVW)—the combined weight of the vehicle, passengers, and cargo—of 26,000 pounds or less. Most of the time, delivery truck drivers transport merchandise from a distribution center to businesses and households.	High school diploma or equivalent	$29,250
	Hand Laborers and Material Movers	Hand laborers and material movers manually move freight, stock, or other materials. Some of these workers may feed or remove material to and from machines, clean vehicles, pick up unwanted household goods, and pack materials for moving.	No formal educational credential	$25,870
	Material Recording Clerks	Material recording clerks track product information in order to keep businesses and supply chains on schedule. They ensure proper scheduling, recordkeeping, and inventory control.	High school diploma or equivalent	$27,600
	Railroad Workers	Workers in railroad occupations ensure that passenger and freight trains run on time and travel safely. Some workers drive trains, some coordinate the activities of the trains, and others operate signals and switches in the rail yard.	High school diploma or equivalent	$59,780
	Taxi Drivers, Ride-Hailing Drivers, and Chauffeurs	Taxi drivers, ride-hailing drivers, and chauffeurs transport people to and from the places they need to go, such as airports, homes, shopping centers, and workplaces. These drivers must know their way around a city to take passengers to their destinations.	No formal educational credential	$24,880
	Water Transportation Workers	Water transportation workers operate and maintain vessels that take cargo and people over water. The vessels travel to and from foreign ports across the ocean and to domestic ports along the coasts, across the Great Lakes, and along the country's many inland waterways.	See How to Become One	$55,590

<- State & Area Data More Info ->

SUGGESTED CITATION:
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O*NET OnLine

Quick Search for:
Amusement driver

Showing 186 occupations for **Amusement driver**. Closest matches are shown first.

How do they match?	Code	Occupation
	39-3091.00	Amusement and Recreation Attendants
	49-9091.00	Coin, Vending, and Amusement Machine Servicers and Repairers
	47-4011.00	Construction and Building Inspectors **Bright Outlook** **Green**
	27-2099.00	Entertainers and Performers, Sports and Related Workers, All Other
	47-2072.00	Pile-Driver Operators
	53-3031.00	Driver/Sales Workers
	53-3011.00	Ambulance Drivers and Attendants, Except Emergency Medical Technicians
	53-3032.00	Heavy and Tractor-Trailer Truck Drivers **Green**
	53-3041.00	Taxi Drivers and Chauffeurs
	53-3021.00	Bus Drivers, Transit and Intercity **Green**
	53-3033.00	Light Truck or Delivery Services Drivers
	27-2011.00	Actors
	53-3022.00	Bus Drivers, School or Special Client
	53-4011.00	Locomotive Engineers **Green**
	45-4022.00	Logging Equipment Operators
	43-4031.03	License Clerks
	25-4031.00	Library Technicians

Butler's Exh. 58, p. 001

53-4013.00 Rail Yard Engineers, Dinkey Operators, and Hostlers

45-2091.00 Agricultural Equipment Operators

53-7081.00 Refuse and Recyclable Material Collectors

47-2073.00 Operating Engineers and Other Construction Equipment Operators

53-4041.00 Subway and Streetcar Operators

53-5022.00 Motorboat Operators

55-3013.00 Armored Assault Vehicle Crew Members

47-2071.00 Paving, Surfacing, and Tamping Equipment Operators

47-4061.00 Rail-Track Laying and Maintenance Equipment Operators

47-2051.00 Cement Masons and Concrete Finishers

47-4051.00 Highway Maintenance Workers

47-5021.00 Earth Drillers, Except Oil and Gas

33-9032.00 Security Guards

39-4021.00 Funeral Attendants

39-7011.00 Tour Guides and Escorts

47-4041.00 Hazardous Materials Removal Workers

47-4071.00 Septic Tank Servicers and Sewer Pipe Cleaners

47-5081.00 Helpers--Extraction Workers

53-7021.00 Crane and Tower Operators

53-7061.00 Cleaners of Vehicles and Equipment

29-2041.00 Emergency Medical Technicians and Paramedics

33-2011.01 Municipal Firefighters

Police Patrol Officers

33-3051.01

43-5021.00 Couriers and Messengers

43-5052.00 Postal Service Mail Carriers

43-5081.03 Stock Clerks- Stockroom, Warehouse, or Storage Yard

45-2092.02 Farmworkers and Laborers, Crop

45-2093.00 Farmworkers, Farm, Ranch, and Aquacultural Animals

47-2221.00 Structural Iron and Steel Workers

49-3031.00 Bus and Truck Mechanics and Diesel Engine Specialists

49-3041.00 Farm Equipment Mechanics and Service Technicians

51-7042.00 Woodworking Machine Setters, Operators, and Tenders, Except Sawing

53-1031.00 First-Line Supervisors of Transportation and Material-Moving Machine and Vehicle Operators

53-7032.00 Excavating and Loading Machine and Dragline Operators

53-7041.00 Hoist and Winch Operators

53-7051.00 Industrial Truck and Tractor Operators

53-7111.00 Mine Shuttle Car Operators

37-3011.00 Landscaping and Groundskeeping Workers

37-3013.00 Tree Trimmers and Pruners

47-2151.00 Pipelayers

53-6021.00 Parking Lot Attendants

11-3071.01 Transportation Managers

11-3071.02 Storage and Distribution Managers

13-1041.00 Compliance Officers

Licensing Examiners and Inspectors

13-1041.02

13-1151.00 Training and Development Specialists

17-3031.01 Surveying Technicians

25-1194.00 Vocational Education Teachers, Postsecondary

25-2031.00 Secondary School Teachers, Except Special and Career/Technical Education

25-2052.00 Special Education Teachers, Kindergarten and Elementary School

25-3021.00 Self-Enrichment Education Teachers

27-1023.00 Floral Designers

27-2021.00 Athletes and Sports Competitors

35-9099.00 Food Preparation and Serving Related Workers, All Other

37-1012.00 First-Line Supervisors of Landscaping, Lawn Service, and Groundskeeping Workers

39-1011.00 Gaming Supervisors

39-2011.00 Animal Trainers

39-3011.00 Gaming Dealers

39-3012.00 Gaming and Sports Book Writers and Runners

39-6011.00 Baggage Porters and Bellhops

39-9011.00 Childcare Workers

41-9091.00 Door-To-Door Sales Workers, News and Street Vendors, and Related Workers

43-4121.00 Library Assistants, Clerical

43-4151.00 Order Clerks

43-4181.00 Reservation and Transportation Ticket Agents and Travel Clerks

43-5011.00 Cargo and Freight Agents

Shipping, Receiving, and Traffic Clerks

43-5071.00

43-5081.04 Order Fillers, Wholesale and Retail Sales

45-2041.00 Graders and Sorters, Agricultural Products

45-2099.00 Agricultural Workers, All Other

45-4011.00 Forest and Conservation Workers

45-4029.00 Logging Workers, All Other

47-2061.00 Construction Laborers

47-2181.00 Roofers

47-3011.00 Helpers--Brickmasons, Blockmasons, Stonemasons, and Tile and Marble Setters

47-3012.00 Helpers--Carpenters

47-3019.00 Helpers, Construction Trades, All Other

49-3051.00 Motorboat Mechanics and Service Technicians

49-3091.00 Bicycle Repairers

49-9052.00 Telecommunications Line Installers and Repairers

49-9095.00 Manufactured Building and Mobile Home Installers

51-2099.00 Assemblers and Fabricators, All Other

51-3023.00 Slaughterers and Meat Packers

51-4022.00 Forging Machine Setters, Operators, and Tenders, Metal and Plastic

51-4031.00 Cutting, Punching, and Press Machine Setters, Operators, and Tenders, Metal and Plastic

51-4121.06 Welders, Cutters, and Welder Fitters

51-4199.00 Metal Workers and Plastic Workers, All Other

51-5113.00 Print Binding and Finishing Workers

Cabinetmakers and Bench Carpenters

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51-7011.00

51-7021.00 Furniture Finishers

51-7041.00 Sawing Machine Setters, Operators, and Tenders, Wood

51-9061.00 Inspectors, Testers, Sorters, Samplers, and Weighers

51-9196.00 Paper Goods Machine Setters, Operators, and Tenders

51-9198.00 Helpers--Production Workers

51-9199.00 Production Workers, All Other

51-9199.01 Recycling and Reclamation Workers

53-1021.00 First-Line Supervisors of Helpers, Laborers, and Material Movers, Hand

53-3099.00 Motor Vehicle Operators, All Other

53-5021.03 Pilots, Ship

53-6099.00 Transportation Workers, All Other

53-7062.00 Laborers and Freight, Stock, and Material Movers, Hand

53-7199.00 Material Moving Workers, All Other

41-9012.00 Models

41-2011.00 Cashiers

49-3023.01 Automotive Master Mechanics

35-3021.00 Combined Food Preparation and Serving Workers, Including Fast Food

35-3022.00 Counter Attendants, Cafeteria, Food Concession, and Coffee Shop

39-3031.00 Ushers, Lobby Attendants, and Ticket Takers

43-3071.00 Tellers

47-1011.00 First-Line Supervisors of Construction Trades and Extraction Workers

Aircraft Mechanics and Service Technicians

49-3011.00

49-3023.02 Automotive Specialty Technicians

53-6031.00 Automotive and Watercraft Service Attendants

53-7071.00 Gas Compressor and Gas Pumping Station Operators

51-2023.00 Electromechanical Equipment Assemblers

53-7072.00 Pump Operators, Except Wellhead Pumpers

33-9091.00 Crossing Guards

47-5042.00 Mine Cutting and Channeling Machine Operators

47-2053.00 Terrazzo Workers and Finishers

47-3013.00 Helpers--Electricians

53-6051.07 Transportation Vehicle, Equipment and Systems Inspectors, Except Aviation

17-2141.01 Fuel Cell Engineers

17-3029.02 Electrical Engineering Technologists

45-4021.00 Fallers

13-1081.02 Logistics Analysts

33-1011.00 First-Line Supervisors of Correctional Officers

33-1021.02 Forest Fire Fighting and Prevention Supervisors

33-2011.02 Forest Firefighters

33-3012.00 Correctional Officers and Jailers

33-3041.00 Parking Enforcement Workers

37-2011.00 Janitors and Cleaners, Except Maids and Housekeeping Cleaners

37-2021.00 Pest Control Workers

Pesticide Handlers, Sprayers, and Applicators, Vegetation

37-3012.00

39-7012.00 Travel Guides

47-2121.00 Glaziers

47-5013.00 Service Unit Operators, Oil, Gas, and Mining

47-5031.00 Explosives Workers, Ordnance Handling Experts, and Blasters

49-2022.00 Telecommunications Equipment Installers and Repairers, Except Line Installers

49-3093.00 Tire Repairers and Changers

49-9051.00 Electrical Power-Line Installers and Repairers

49-9097.00 Signal and Track Switch Repairers

53-1021.01 Recycling Coordinators

11-9039.02 Fitness and Wellness Coordinators

13-1131.00 Fundraisers

17-2061.00 Computer Hardware Engineers

17-2072.00 Electronics Engineers, Except Computer

17-3023.03 Electrical Engineering Technicians

17-3029.04 Electronics Engineering Technologists

25-4021.00 Librarians

29-1131.00 Veterinarians

33-3051.03 Sheriffs and Deputy Sheriffs

43-5041.00 Meter Readers, Utilities

43-9022.00 Word Processors and Typists

45-1011.07 First-Line Supervisors of Agricultural Crop and Horticultural Workers

Log Graders and Scalers

45-4023.00

47-2111.00 Electricians

47-2211.00 Sheet Metal Workers

47-4031.00 Fence Erectors

47-5041.00 Continuous Mining Machine Operators

47-5051.00 Rock Splitters, Quarry

49-3021.00 Automotive Body and Related Repairers

49-3052.00 Motorcycle Mechanics

49-9071.00 Maintenance and Repair Workers, General

51-4193.00 Plating and Coating Machine Setters, Operators, and Tenders, Metal and Plastic

53-4021.00 Railroad Brake, Signal, and Switch Operators

53-7033.00 Loading Machine Operators, Underground Mining

53-7073.00 Wellhead Pumpers

39-9011.01 Nannies

39-9021.00 Personal Care Aides

O*NET OnLine

Summary Report for:
49-9071.00 - Maintenance and Repair Workers, General

Updated 2019

Bright Outlook

green

Perform work involving the skills of two or more maintenance or craft occupations to keep machines, mechanical equipment, or the structure of an establishment in repair. Duties may involve pipe fitting; boiler making; insulating; welding; machining; carpentry; repairing electrical or mechanical equipment; installing, aligning, and balancing new equipment; and repairing buildings, floors, or stairs.

Sample of reported job titles: Building Maintenance Mechanic, Building Mechanic, Equipment Engineering Technician, Facilities Manager, Maintenance Engineer, Maintenance Man, Maintenance Mechanic, Maintenance Supervisor, Maintenance Technician, Maintenance Worker

View report: **Summary** | Details | Custom

Tasks | Technology Skills | Tools Used | Knowledge | Skills | Abilities | Work Activities | Detailed Work Activities | Work Context | Job Zone | Education | Credentials | Interests | Work Styles | Work Values | Related Occupations | Wages & Employment | Job Openings | Additional Information

Tasks

All 28 displayed

- Inspect, operate, or test machinery or equipment to diagnose machine malfunctions.
- Dismantle machines, equipment, or devices to access and remove defective parts, using hoists, cranes, hand tools, or power tools.
- Perform routine maintenance, such as inspecting drives, motors, or belts, checking fluid levels, replacing filters, or doing other preventive maintenance actions.
- Diagnose mechanical problems and determine how to correct them, checking blueprints, repair manuals, or parts catalogs, as necessary.
- Repair machines, equipment, or structures, using tools such as hammers, hoists, saws, drills, wrenches, or equipment such as precision measuring instruments or electrical or electronic testing devices.
- Maintain or repair specialized equipment or machinery located in cafeterias, laundries, hospitals, stores, offices, or factories.
- Assemble, install, or repair wiring, electrical or electronic components, pipe systems, plumbing, machinery, or equipment.
- Clean or lubricate shafts, bearings, gears, or other parts of machinery.
- Adjust functional parts of devices or control instruments, using hand tools, levels, plumb bobs, or straightedges.
- Order parts, supplies, or equipment from catalogs or suppliers.
- Plan and lay out repair work, using diagrams, drawings, blueprints, maintenance manuals, or schematic diagrams.
- Perform general cleaning duties of buildings or properties.
- Paint or repair roofs, windows, doors, floors, woodwork, plaster, drywall, or other parts of building structures.
- Operate cutting torches or welding equipment to cut or join metal parts.
- Record type and cost of maintenance or repair work.

- Assemble boilers at installation sites, using tools such as levels, plumb bobs, hammers, torches, or other hand tools.
- Test and treat water supply.
- Perform routine maintenance on boilers, such as replacing burners or hoses, installing replacement parts, or reinforcing structural weaknesses to ensure optimal boiler efficiency.
- Install equipment to improve the energy or operational efficiency of residential or commercial buildings.
- Set up and operate machine tools to repair or fabricate machine parts, jigs, fixtures, or tools.
- Train or manage maintenance personnel or subcontractors.
- Align and balance new equipment after installation.
- Provide groundskeeping services, such as landscaping or snow removal.
- Inspect used parts to determine changes in dimensional requirements, using rules, calipers, micrometers, or other measuring instruments.
- Fabricate or repair counters, benches, partitions, or other wooden structures, such as sheds or outbuildings.
- Position, attach, or blow insulating materials to prevent energy losses from buildings, pipes, or other structures or objects.
- Estimate costs to repair machinery, equipment, or building structures.
- Grind and reseat valves, using valve-grinding machines.

Find occupations related to multiple tasks

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Technology Skills

All 15 displayed **Show 139 tools used**

- **Calendar and scheduling software** — Computerized time management systems
- **Computer aided design CAD software** — Autodesk AutoCAD ; Computer aided design and drafting software CADD; Dassault Systemes CATIA ; PTC Creo Parametric
- **Data base user interface and query software** — Data entry software ; Yardi
- **Development environment software** — National Instruments LabVIEW
- **Electronic mail software** — IBM Notes ; Microsoft Exchange Server ; Microsoft Outlook
- **Enterprise resource planning ERP software** — SAP
- **Facilities management software** — Computerized maintenance management system CMMS
- **Industrial control software** — Digital direct control DDC energy management software; Supervisory control and data acquisition SCADA software
- **Internet browser software** — Web browser software
- **Office suite software** — Microsoft Office
- **Operating system software** — Apple macOS ; Handheld computer device software ; Microsoft Windows
- **Project management software** — Microsoft Project ; Oracle Primavera Enterprise Project Portfolio Management
- **Spreadsheet software** — Microsoft Excel
- **Video creation and editing software** — YouTube
- **Word processing software** — Microsoft Word

Hot Technology — a technology requirement frequently included in employer job postings.

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Knowledge

All 5 displayed

- **Mechanical** — Knowledge of machines and tools, including their designs, uses, repair, and maintenance.
- **Building and Construction** — Knowledge of materials, methods, and the tools involved in the construction or repair of houses, buildings, or other structures such as highways and roads.
- **Customer and Personal Service** — Knowledge of principles and processes for providing customer and personal services. This includes customer needs assessment, meeting quality standards for services, and evaluation of customer satisfaction.
- **Public Safety and Security** — Knowledge of relevant equipment, policies, procedures, and strategies to promote effective local, state, or national security operations for the protection of people, data, property, and institutions.
- **English Language** — Knowledge of the structure and content of the English language including the meaning and spelling of words, rules of composition, and grammar.

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Skills

All 17 displayed

- **Equipment Maintenance** — Performing routine maintenance on equipment and determining when and what kind of maintenance is needed.
- **Repairing** — Repairing machines or systems using the needed tools.
- **Troubleshooting** — Determining causes of operating errors and deciding what to do about it.
- **Critical Thinking** — Using logic and reasoning to identify the strengths and weaknesses of alternative solutions, conclusions or approaches to problems.
- **Equipment Selection** — Determining the kind of tools and equipment needed to do a job.
- **Monitoring** — Monitoring/Assessing performance of yourself, other individuals, or organizations to make improvements or take corrective action.
- **Operation and Control** — Controlling operations of equipment or systems.
- **Operation Monitoring** — Watching gauges, dials, or other indicators to make sure a machine is working properly.
- **Active Learning** — Understanding the implications of new information for both current and future problem-solving and decision-making.
- **Complex Problem Solving** — Identifying complex problems and reviewing related information to develop and evaluate options and implement solutions.
- **Coordination** — Adjusting actions in relation to others' actions.
- **Installation** — Installing equipment, machines, wiring, or programs to meet specifications.
- **Judgment and Decision Making** — Considering the relative costs and benefits of potential actions to choose the most appropriate one.
- **Quality Control Analysis** — Conducting tests and inspections of products, services, or processes to evaluate quality or performance.
- **Reading Comprehension** — Understanding written sentences and paragraphs in work related documents.
- **Speaking** — Talking to others to convey information effectively.

Time Management — Managing one's own time and the time of others.

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Abilities

All 26 displayed

- **Arm-Hand Steadiness** — The ability to keep your hand and arm steady while moving your arm or while holding your arm and hand in one position.
- **Manual Dexterity** — The ability to quickly move your hand, your hand together with your arm, or your two hands to grasp, manipulate, or assemble objects.
- **Near Vision** — The ability to see details at close range (within a few feet of the observer).
- **Information Ordering** — The ability to arrange things or actions in a certain order or pattern according to a specific rule or set of rules (e.g., patterns of numbers, letters, words, pictures, mathematical operations).
- **Problem Sensitivity** — The ability to tell when something is wrong or is likely to go wrong. It does not involve solving the problem, only recognizing there is a problem.
- **Finger Dexterity** — The ability to make precisely coordinated movements of the fingers of one or both hands to grasp, manipulate, or assemble very small objects.
- **Multilimb Coordination** — The ability to coordinate two or more limbs (for example, two arms, two legs, or one leg and one arm) while sitting, standing, or lying down. It does not involve performing the activities while the whole body is in motion.
- **Visualization** — The ability to imagine how something will look after it is moved around or when its parts are moved or rearranged.
- **Static Strength** — The ability to exert maximum muscle force to lift, push, pull, or carry objects.
- **Control Precision** — The ability to quickly and repeatedly adjust the controls of a machine or a vehicle to exact positions.
- **Deductive Reasoning** — The ability to apply general rules to specific problems to produce answers that make sense.
- **Far Vision** — The ability to see details at a distance.
- **Flexibility of Closure** — The ability to identify or detect a known pattern (a figure, object, word, or sound) that is hidden in other distracting material.
- **Inductive Reasoning** — The ability to combine pieces of information to form general rules or conclusions (includes finding a relationship among seemingly unrelated events).
- **Oral Comprehension** — The ability to listen to and understand information and ideas presented through spoken words and sentences.
- **Perceptual Speed** — The ability to quickly and accurately compare similarities and differences among sets of letters, numbers, objects, pictures, or patterns. The things to be compared may be presented at the same time or one after the other. This ability also includes comparing a presented object with a remembered object.
- **Selective Attention** — The ability to concentrate on a task over a period of time without being distracted.
- **Speech Recognition** — The ability to identify and understand the speech of another person.
- **Trunk Strength** — The ability to use your abdominal and lower back muscles to support part of the body repeatedly or continuously over time without 'giving out' or fatiguing.
- **Category Flexibility** — The ability to generate or use different sets of rules for combining or grouping things in different ways.
- **Extent Flexibility** — The ability to bend, stretch, twist, or reach with your body, arms, and/or legs.
- **Gross Body Coordination** — The ability to coordinate the movement of your arms, legs, and torso together when the whole body is in motion.

- **Oral Expression** — The ability to communicate information and ideas in speaking so others will understand.
- **Speech Clarity** — The ability to speak clearly so others can understand you.
- **Visual Color Discrimination** — The ability to match or detect differences between colors, including shades of color and brightness.
- **Written Comprehension** — The ability to read and understand information and ideas presented in writing.

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Work Activities

All 13 displayed

- **Inspecting Equipment, Structures, or Material** — Inspecting equipment, structures, or materials to identify the cause of errors or other problems or defects.
- **Handling and Moving Objects** — Using hands and arms in handling, installing, positioning, and moving materials, and manipulating things.
- **Performing General Physical Activities** — Performing physical activities that require considerable use of your arms and legs and moving your whole body, such as climbing, lifting, balancing, walking, stooping, and handling of materials.
- **Getting Information** — Observing, receiving, and otherwise obtaining information from all relevant sources.
- **Repairing and Maintaining Mechanical Equipment** — Servicing, repairing, adjusting, and testing machines, devices, moving parts, and equipment that operate primarily on the basis of mechanical (not electronic) principles.
- **Establishing and Maintaining Interpersonal Relationships** — Developing constructive and cooperative working relationships with others, and maintaining them over time.
- **Monitor Processes, Materials, or Surroundings** — Monitoring and reviewing information from materials, events, or the environment, to detect or assess problems.
- **Identifying Objects, Actions, and Events** — Identifying information by categorizing, estimating, recognizing differences or similarities, and detecting changes in circumstances or events.
- **Making Decisions and Solving Problems** — Analyzing information and evaluating results to choose the best solution and solve problems.
- **Communicating with Supervisors, Peers, or Subordinates** — Providing information to supervisors, co-workers, and subordinates by telephone, in written form, e-mail, or in person.
- **Controlling Machines and Processes** — Using either control mechanisms or direct physical activity to operate machines or processes (not including computers or vehicles).
- **Repairing and Maintaining Electronic Equipment** — Servicing, repairing, calibrating, regulating, fine-tuning, or testing machines, devices, and equipment that operate primarily on the basis of electrical or electronic (not mechanical) principles.
- **Assisting and Caring for Others** — Providing personal assistance, medical attention, emotional support, or other personal care to others such as coworkers, customers, or patients.

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Detailed Work Activities

All 37 displayed

- Disassemble equipment for maintenance or repair.
- Inspect mechanical components of vehicles to identify problems.
- Inspect mechanical equipment to locate damage, defects, or wear.

Butler's Exh. 59, p. 005

- Operate cranes, hoists, or other moving or lifting equipment.
- Read technical information needed to perform maintenance or repairs.
- Replace worn, damaged, or defective mechanical parts.
- Test mechanical equipment to ensure proper functioning.
- Troubleshoot equipment or systems operation problems.
- Maintain work equipment or machinery.
- Assemble mechanical components or machine parts.
- Assemble electrical components, subsystems, or systems.
- Install electrical components, equipment, or systems.
- Repair electrical circuits or wiring.
- Test fluids to identify contamination or other problems.
- Adjust equipment to ensure optimal performance.
- Clean equipment, parts, or tools to repair or maintain them in good working order.
- Lubricate equipment to allow proper functioning.
- Order materials, supplies, or equipment.
- Install machine or equipment replacement parts.
- Lay out work according to specifications.
- Plan work procedures.
- Install energy-efficient heating, ventilation, or air conditioning (HVAC) equipment.
- Clean work areas.
- Fabricate parts or components.
- Paint surfaces or equipment.
- Supervise employees.
- Train others in operational procedures.
- Align equipment or machinery.
- Operate welding equipment.
- Record information about parts, materials or repair procedures.
- Assemble structural components.
- Measure distances or dimensions.
- Estimate costs for labor or materials.
- Install insulation in equipment or structures.
- Grind parts to required dimensions.
- Develop equipment or component configurations.
- Repair structural components.

Find occupations related to multiple detailed work activities

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Work Context

All 39 displayed

- **Face-to-Face Discussions** — 92% responded "Every day."
- **Spend Time Using Your Hands to Handle, Control, or Feel Objects, Tools, or Controls** — 72% responded "Continually or almost continually."

- **Wear Common Protective or Safety Equipment such as Safety Shoes, Glasses, Gloves, Hearing Protection, Hard Hats, or Life Jackets** — 74% responded "Every day."
- **Exposed to Contaminants** — 65% responded "Every day."
- **Spend Time Standing** — 52% responded "Continually or almost continually."
- **Contact With Others** — 58% responded "Constant contact with others."
- **Importance of Being Exact or Accurate** — 44% responded "Very important."
- **Exposed to Hazardous Equipment** — 47% responded "Once a week or more but not every day."
- **Frequency of Decision Making** — 63% responded "Every day."
- **Structured versus Unstructured Work** — 53% responded "Some freedom."
- **Work With Work Group or Team** — 38% responded "Extremely important."
- **Freedom to Make Decisions** — 46% responded "A lot of freedom."
- **Indoors, Not Environmentally Controlled** — 41% responded "Once a week or more but not every day."
- **Spend Time Walking and Running** — 42% responded "Continually or almost continually."
- **Impact of Decisions on Co-workers or Company Results** — 43% responded "Very important results."
- **Indoors, Environmentally Controlled** — 57% responded "Every day."
- **Outdoors, Exposed to Weather** — 45% responded "Once a week or more but not every day."
- **Sounds, Noise Levels Are Distracting or Uncomfortable** — 47% responded "Every day."
- **Physical Proximity** — 49% responded "Moderately close (at arm's length)."
- **Responsible for Others' Health and Safety** — 36% responded "Very high responsibility."
- **Telephone** — 54% responded "Every day."
- **Spend Time Bending or Twisting the Body** — 33% responded "Continually or almost continually."
- **Time Pressure** — 40% responded "Once a month or more but not every week."
- **Exposed to Hazardous Conditions** — 45% responded "Once a week or more but not every day."
- **Duration of Typical Work Week** — 72% responded "40 hours."
- **Exposed to High Places** — 33% responded "Once a week or more but not every day."
- **Spend Time Making Repetitive Motions** — 32% responded "Continually or almost continually."
- **Exposed to Minor Burns, Cuts, Bites, or Stings** — 41% responded "Once a week or more but not every day."
- **Responsibility for Outcomes and Results** — 31% responded "Moderate responsibility."
- **Electronic Mail** — 45% responded "Every day."
- **Deal With Unpleasant or Angry People** — 34% responded "Every day."
- **Very Hot or Cold Temperatures** — 28% responded "Once a month or more but not every week."
- **Cramped Work Space, Awkward Positions** — 38% responded "Once a week or more but not every day."
- **Extremely Bright or Inadequate Lighting** — 27% responded "Once a week or more but not every day."
- **Letters and Memos** — 41% responded "Every day."
- **Coordinate or Lead Others** — 41% responded "Important."
- **Deal With External Customers** — 39% responded "Very important."
- **Frequency of Conflict Situations** — 33% responded "Once a week or more but not every day."
- **Spend Time Kneeling, Crouching, Stooping, or Crawling** — 48% responded "Less than half the time."

Butler's Exh. 59, p. 007

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Job Zone

Title Job Zone Three: Medium Preparation Needed

Education Most occupations in this zone require training in vocational schools, related on-the-job experience, or an associate's degree.

Related Experience Previous work-related skill, knowledge, or experience is required for these occupations. For example, an electrician must have completed three or four years of apprenticeship or several years of vocational training, and often must have passed a licensing exam, in order to perform the job.

Job Training Employees in these occupations usually need one or two years of training involving both on-the-job experience and informal training with experienced workers. A recognized apprenticeship program may be associated with these occupations.

Job Zone Examples These occupations usually involve using communication and organizational skills to coordinate, supervise, manage, or train others to accomplish goals. Examples include hydroelectric production managers, travel guides, electricians, agricultural technicians, barbers, court reporters, and medical assistants.

SVP Range (6.0 to < 7.0)

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Education

Percentage of Respondents	Education Level Required
37	High school diploma or equivalent
30	Post-secondary certificate
15	Less than high school diploma

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Credentials

Find Training | Find Certifications | Find Licenses | APPRENTICESHIP.GOV

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Interests

All 3 displayed

Interest code: **RCI** Want to discover your interests? Take the O*NET Interest Profiler at My Next Move.

- **Realistic** — Realistic occupations frequently involve work activities that include practical, hands-on problems and solutions. They often deal with plants, animals, and real-world materials like wood, tools, and machinery. Many of the occupations require working outside, and do not involve a lot of paperwork or working closely with others.
- **Conventional** — Conventional occupations frequently involve following set procedures and routines. These occupations can include working with data and details more than with ideas. Usually there is a clear line of authority to follow.

- **Investigative** — Investigative occupations frequently involve working with ideas, and require an extensive amount of thinking. These occupations can involve searching for facts and figuring out problems mentally.

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Work Styles

All 16 displayed

- **Integrity** — Job requires being honest and ethical.
- **Attention to Detail** — Job requires being careful about detail and thorough in completing work tasks.
- **Cooperation** — Job requires being pleasant with others on the job and displaying a good-natured, cooperative attitude.
- **Dependability** — Job requires being reliable, responsible, and dependable, and fulfilling obligations.
- **Independence** — Job requires developing one's own ways of doing things, guiding oneself with little or no supervision, and depending on oneself to get things done.
- **Self Control** — Job requires maintaining composure, keeping emotions in check, controlling anger, and avoiding aggressive behavior, even in very difficult situations.
- **Concern for Others** — Job requires being sensitive to others' needs and feelings and being understanding and helpful on the job.
- **Adaptability/Flexibility** — Job requires being open to change (positive or negative) and to considerable variety in the workplace.
- **Analytical Thinking** — Job requires analyzing information and using logic to address work-related issues and problems.
- **Initiative** — Job requires a willingness to take on responsibilities and challenges.
- **Persistence** — Job requires persistence in the face of obstacles.
- **Innovation** — Job requires creativity and alternative thinking to develop new ideas for and answers to work-related problems.
- **Stress Tolerance** — Job requires accepting criticism and dealing calmly and effectively with high stress situations.
- **Achievement/Effort** — Job requires establishing and maintaining personally challenging achievement goals and exerting effort toward mastering tasks.
- **Leadership** — Job requires a willingness to lead, take charge, and offer opinions and direction.
- **Social Orientation** — Job requires preferring to work with others rather than alone, and being personally connected with others on the job.

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Work Values

All 3 displayed

- **Support** — Occupations that satisfy this work value offer supportive management that stands behind employees. Corresponding needs are Company Policies, Supervision: Human Relations and Supervision: Technical.
- **Independence** — Occupations that satisfy this work value allow employees to work on their own and make decisions. Corresponding needs are Creativity, Responsibility and Autonomy.
- **Relationships** — Occupations that satisfy this work value allow employees to provide service to others and work with co-workers in a friendly non-competitive environment. Corresponding needs are Co-workers, Moral Values and Social Service.

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Related Occupations

All 10 displayed

47-2152.01	Pipe Fitters and Steamfitters
47-2152.02	Plumbers Bright Outlook Green
49-2092.00	Electric Motor, Power Tool, and Related Repairers
49-3051.00	Motorboat Mechanics and Service Technicians
49-3052.00	Motorcycle Mechanics
49-9012.00	Control and Valve Installers and Repairers, Except Mechanical Door
49-9041.00	Industrial Machinery Mechanics
49-9044.00	Millwrights
49-9097.00	Signal and Track Switch Repairers
51-8021.00	Stationary Engineers and Boiler Operators

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Wages & Employment Trends

Median wages (2017) $18.11 hourly, $37,670 annual

State wages Local Salary Info

Employment (2016) 1,433,000 employees

Projected growth (2016-2026) Average (5% to 9%)

Projected job openings (2016-2026) 154,700

State trends Employment Trends

Top industries (2016) Real Estate and Rental and Leasing
Manufacturing

Source: Bureau of Labor Statistics 2017 wage data and 2016-2026 employment projections. "Projected growth" represents the estimated change in total employment over the projections period (2016-2026). "Projected job openings" represent openings due to growth and replacement.

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Job Openings on the Web

Find Jobs

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Sources of Additional Information

All 1 displayed

Disclaimer: Sources are listed to provide additional information on related jobs, specialties, and/or industries. Links to non-DOL Internet sites are provided for your convenience and do not constitute an endorsement.

- Occupational Outlook Handbook: General maintenance and repair workers

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Butler's Exh. 59, p. 011

O*NET OnLine

Details Report for:

49-9071.00 - Maintenance and Repair Workers, General

Updated 2019

Bright Outlook

green

Perform work involving the skills of two or more maintenance or craft occupations to keep machines, mechanical equipment, or the structure of an establishment in repair. Duties may involve pipe fitting; boiler making; insulating; welding; machining; carpentry; repairing electrical or mechanical equipment; installing, aligning, and balancing new equipment; and repairing buildings, floors, or stairs.

Sample of reported job titles: Building Maintenance Mechanic, Building Mechanic, Equipment Engineering Technician, Facilities Manager, Maintenance Engineer, Maintenance Man, Maintenance Mechanic, Maintenance Supervisor, Maintenance Technician, Maintenance Worker

View report: Summary | Details | Custom

Tasks | Technology Skills | Tools Used | Knowledge | Skills | Abilities | Work Activities | Detailed Work Activities | Work Context | Job Zone | Education | Credentials | Interests | Work Styles | Work Values | Related Occupations | Wages & Employment | Job Openings | Additional Information

Tasks

Save Table (XLS/CSV)

All 30 displayed (28 important)

Importance	Category	Task
71	Core	Inspect, operate, or test machinery or equipment to diagnose machine malfunctions.
71	Core	Dismantle machines, equipment, or devices to access and remove defective parts, using hoists, cranes, hand tools, or power tools.
71	Core	Perform routine maintenance, such as inspecting drives, motors, or belts, checking fluid levels, replacing filters, or doing other preventive maintenance actions.
71	Core	Diagnose mechanical problems and determine how to correct them, checking blueprints, repair manuals, or parts catalogs, as necessary.
69	Core	Repair machines, equipment, or structures, using tools such as hammers, hoists, saws, drills, wrenches, or equipment such as precision measuring instruments or electrical or electronic testing devices.
68	Core	Maintain or repair specialized equipment or machinery located in cafeterias, laundries, hospitals, stores, offices, or factories.
67	Core	Assemble, install, or repair wiring, electrical or electronic components, pipe systems, plumbing, machinery, or equipment.
65	Core	Clean or lubricate shafts, bearings, gears, or other parts of machinery.
65	Core	Adjust functional parts of devices or control instruments, using hand tools, levels, plumb bobs, or straightedges.
64	Core	Order parts, supplies, or equipment from catalogs or suppliers.
63	Core	Plan and lay out repair work, using diagrams, drawings, blueprints, maintenance manuals, or schematic diagrams.

61	Core	Perform general cleaning duties of buildings or properties.
59	Core	Paint or repair roofs, windows, doors, floors, woodwork, plaster, drywall, or other parts of building structures.
54	Core	Operate cutting torches or welding equipment to cut or join metal parts.
54	Core	Record type and cost of maintenance or repair work.
68	Supplemental	Assemble boilers at installation sites, using tools such as levels, plumb bobs, hammers, torches, or other hand tools.
67	Supplemental	Test and treat water supply.
64	Supplemental	Perform routine maintenance on boilers, such as replacing burners or hoses, installing replacement parts, or reinforcing structural weaknesses to ensure optimal boiler efficiency.
63	Supplemental	Install equipment to improve the energy or operational efficiency of residential or commercial buildings.
61	Supplemental	Set up and operate machine tools to repair or fabricate machine parts, jigs, fixtures, or tools.
59	Supplemental	Train or manage maintenance personnel or subcontractors.
58	Supplemental	Align and balance new equipment after installation.
55	Supplemental	Provide groundskeeping services, such as landscaping or snow removal.
54	Supplemental	Inspect used parts to determine changes in dimensional requirements, using rules, calipers, micrometers, or other measuring instruments.
54	Supplemental	Fabricate or repair counters, benches, partitions, or other wooden structures, such as sheds or outbuildings.
53	Supplemental	Position, attach, or blow insulating materials to prevent energy losses from buildings, pipes, or other structures or objects.
53	Supplemental	Estimate costs to repair machinery, equipment, or building structures.
51	Supplemental	Grind and reseat valves, using valve-grinding machines.
49	Supplemental	Design new equipment to aid in the repair or maintenance of machines, mechanical equipment, or building structures.
46	Supplemental	Lay brick to repair or maintain buildings, walls, arches, or other structures.

Find occupations related to multiple tasks

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Technology Skills

Save Table (XLS/CSV)

All 15 displayed

- **Calendar and scheduling software** — Computerized time management systems
- **Computer aided design CAD software** — Autodesk AutoCAD ; Computer aided design and drafting software CADD; Dassault Systemes CATIA ; PTC Creo Parametric
- **Data base user interface and query software** — Data entry software ; Yardi
- **Development environment software** — National Instruments LabVIEW
- **Electronic mail software** — IBM Notes ; Microsoft Exchange Server ; Microsoft Outlook
- **Enterprise resource planning ERP software** — SAP

- **Facilities management software** — Computerized maintenance management system CMMS
- **Industrial control software** — Digital direct control DDC energy management software; Supervisory control and data acquisition SCADA software
- **Internet browser software** — Web browser software
- **Office suite software** — Microsoft Office
- **Operating system software** — Apple macOS ; Handheld computer device software ; Microsoft Windows
- **Project management software** — Microsoft Project ; Oracle Primavera Enterprise Project Portfolio Management
- **Spreadsheet software** — Microsoft Excel
- **Video creation and editing software** — YouTube
- **Word processing software** — Microsoft Word

Hot Technology — a technology requirement frequently included in employer job postings.

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Tools Used

Save Table (XLS/CSV)

All 139 displayed

- **Adjustable widemouth pliers** — Water pump pliers
- **Adjustable wrenches** — Adjustable crescent wrenches; Adjustable hand wrenches; Adjustable slip lock nut wrenches
- **Air compressors**
- **Alarm systems** — Security alarm systems
- **Ammeters** — Volt-ammeters
- **Augers**
- **Backhoes** — Tractors with backhoe attachments
- **Ball peen hammer** — Ball peen hammers
- **Bench vises** — Workshop bench vises
- **Biscuit jointers** — Biscuit joiners
- **Blocks or pulleys** — Block and tackle equipment
- **Blow torch** — Cutting torches
- **Brooms** — Industrial brooms
- **C clamps** — Locking C-clamps
- **Calipers** — Dial calipers
- **Caulking guns**
- **Claw hammer** — Claw hammers
- **Cold chisels** — Metal chisels
- **Conduit benders**
- **Demolition hammers** — Chipping hammers
- **Desktop computers**
- **Dewatering pumps** — Utility pumps
- **Diagonal cut pliers** — Diagonal cutting pliers
- **Dial indicator or dial gauge** — Dial indicators

- **Dollies**
- **Drain or pipe cleaning equipment** — Drain augers; Drain cleaning cables; Hand spinners; Power drain cleaners (see all 12 examples)
- **Drain or toilet plunger** — Plungers
- **Drilling machines** — Drill presses
- **Dump trucks**
- **End cut pliers** — Side cutting pliers
- **Feeler gauges**
- **Fish tape** — Fish tape pullers
- **Front end loaders** — Two-wheel drive front end loaders
- **Fuse pullers**
- **Gas welding or brazing or cutting apparatus** — Gas welders
- **Goggles** — Safety goggles
- **Grease guns**
- **Grinders** — Hand grinders
- **Grinding machines** — Valve grinding machines
- **Hacksaw** — Hacksaws; Mini hacksaws
- **Hammer drills** — Rotary hammers
- **Hammers** — Dead blow hammers
- **Hand sprayers** — Hand operated spray guns
- **Hand trucks or accessories** — Hand trucks
- **Hedge clippers** — Electric trimmers
- **Hex keys** — Allen wrenches; Hex key sets; Hex wrenches
- **Hoists** — Hoisting equipment
- **Hole saws** — Circle cutters; Hole cutting tools
- **Hose cutter** — Gasket cutters
- **Hydraulic truck cranes** — Hydraulic boom trucks
- **Inspection mirror** — Inspection mirrors
- **Jacks** — Hand jacks
- **Ladders** — Step ladders
- **Lawnmowers** — Lawn mowers
- **Levels** — Bubble levels; Hand levels; Spirit levels
- **Lifts** — Power lifts
- **Liquid leak detectors** — Ultrasonic leak detectors
- **Locking pliers** — Channel lock pliers; Vise grip pliers
- **Micrometers** — Digital micrometers
- **Mitre box** — Mitre boxes
- **Needlenose pliers**
- **Notebook computers** — Laptop computers
- **Nut drivers** — Universal nut wrenches
- **Offset socket wrenches** — Hollow core socket wrenches
- **Ohmmeters** — Volt-ohm meters VOM
- **Oil can** — Oil dispensing cans

- **Paint brushes** — Paint application brushes
- **Paint rollers** — Paint application rollers
- **Paint sprayers** — Paint spray guns
- **Personal computers**
- **Picks** — Ice picks
- **Pipe or tube cutter** — Pipe cutters; Power pipe cutters; Ratcheting polyvinyl chloride PVC cutters; Tubing cutters (see all 10 examples)
- **Pipe vises** — Pipe welding vises; Welding clamps
- **Pipe wrenches** — End pipe wrenches; Offset pipe wrenches; Straight pipe wrenches
- **Plumb bobs**
- **Pneumatic hammer** — Jackhammers
- **Portable data input terminals** — Handheld computers
- **Power drills** — Cordless power drills; Direct tap machines; Hammer drills; Right-angle drills (see all 5 examples)
- **Power flaring tool** — Flaring tools
- **Power nail guns** — Electric nail guns
- **Power planes** — Electric planers
- **Power routers**
- **Power sanders** — Electric sanders
- **Power saws** — Circular saws; Radial arm saws; Reciprocating saws; Tile saws (see all 7 examples)
- **Precision file** — Precision files
- **Pressure or steam cleaners** — High pressure water sprayers
- **Protective gloves** — Safety gloves
- **Pry bars** — Crowbars
- **Pullers** — Bearing pullers; Chain pullers; Comealongs; Tub drain removers (see all 7 examples)
- **Punches or nail sets or drifts** — Center punches; Pin punches
- **Putty knives**
- **Ratchets** — Manual ratchet threader sets; Ratchet wrenches
- **Respirators** — Dust and particulate respirators
- **Rubber mallet** — Rubber mallets
- **Rulers**
- **Safety harnesses or belts** — Protective harnesses
- **Safety shoes**
- **Saws** — Hand saws
- **Scaffolding**
- **Screw extractors** — Screw extractor sets
- **Screwdrivers** — Flat blade screwdrivers; Phillips head screwdrivers; Straight screwdrivers
- **Scribers**
- **Sewage pumps**
- **Sharpening stones or tools or kits** — Sharpening equipment
- **Shears**
- **Shielded metal arc welding or stick welding machine** — Shielded arc welding tools
- **Shovels** — Snow shovels

- **Sledge hammer** — Sledgehammers
- **Slings** — Rigging equipment
- **Slip or groove joint pliers** — Slip joint pliers
- **Snow blowers**
- **Snowplow attachments** — Snowplows
- **Socket sets** — Socket wrench sets
- **Soldering iron** — Soldering equipment
- **Specialty wrenches** — Basin wrenches
- **Spot welding machine** — Portable welding machines; Welders
- **Squares** — Combination squares
- **Straight edges** — Straightedges
- **Stripping tools** — Wire strippers
- **Stud finders** — Stud locators
- **Tape measures** — Measuring tapes
- **Tensiometers** — Tension gauges
- **Threading dies** — Pipe threaders
- **Threading taps** — Tap sets
- **Tinners snips** — Tin snips
- **Torque wrenches**
- **Tracer or duplicating or contouring lathe** — Lathes
- **Trenching machines** — Trenchers
- **Trowels** — Concrete trowels
- **Tube bending machine** — Tube benders
- **Two way radios** — Portable two way radios
- **Utility knives**
- **Voltage or current meters** — Current testers; Voltage testers
- **Water samplers**
- **Welder torch** — Brazing equipment
- **Wire cutters** — Wire cutting tools
- **Wire lug crimping tool** — Wire crimpers
- **Wire or cable cutter** — Conduit cutters
- **Workshop cranes**

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Knowledge

Save Table (XLS/CSV)

All 33 displayed (5 important)

Importance	Knowledge
67	**Mechanical** — Knowledge of machines and tools, including their designs, uses, repair, and maintenance.
59	**Building and Construction** — Knowledge of materials, methods, and the tools involved in the construction or repair of houses, buildings, or other structures such as highways and roads.
57	

Butler's Exh. 60, p. 006

Customer and Personal Service — Knowledge of principles and processes for providing customer and personal services. This includes customer needs assessment, meeting quality standards for services, and evaluation of customer satisfaction.

56 **Public Safety and Security** — Knowledge of relevant equipment, policies, procedures, and strategies to promote effective local, state, or national security operations for the protection of people, data, property, and institutions.

51 **English Language** — Knowledge of the structure and content of the English language including the meaning and spelling of words, rules of composition, and grammar.

42 **Engineering and Technology** — Knowledge of the practical application of engineering science and technology. This includes applying principles, techniques, procedures, and equipment to the design and production of various goods and services.

40 **Computers and Electronics** — Knowledge of circuit boards, processors, chips, electronic equipment, and computer hardware and software, including applications and programming.

40 **Mathematics** — Knowledge of arithmetic, algebra, geometry, calculus, statistics, and their applications.

35 **Chemistry** — Knowledge of the chemical composition, structure, and properties of substances and of the chemical processes and transformations that they undergo. This includes uses of chemicals and their interactions, danger signs, production techniques, and disposal methods.

33 **Administration and Management** — Knowledge of business and management principles involved in strategic planning, resource allocation, human resources modeling, leadership technique, production methods, and coordination of people and resources.

33 **Education and Training** — Knowledge of principles and methods for curriculum and training design, teaching and instruction for individuals and groups, and the measurement of training effects.

31 **Design** — Knowledge of design techniques, tools, and principles involved in production of precision technical plans, blueprints, drawings, and models.

30 **Physics** — Knowledge and prediction of physical principles, laws, their interrelationships, and applications to understanding fluid, material, and atmospheric dynamics, and mechanical, electrical, atomic and sub- atomic structures and processes.

30 **Production and Processing** — Knowledge of raw materials, production processes, quality control, costs, and other techniques for maximizing the effective manufacture and distribution of goods.

30 **Psychology** — Knowledge of human behavior and performance; individual differences in ability, personality, and interests; learning and motivation; psychological research methods; and the assessment and treatment of behavioral and affective disorders.

28 **Telecommunications** — Knowledge of transmission, broadcasting, switching, control, and operation of telecommunications systems.

28 **Transportation** — Knowledge of principles and methods for moving people or goods by air, rail, sea, or road, including the relative costs and benefits.

23 **Geography** — Knowledge of principles and methods for describing the features of land, sea, and air masses, including their physical characteristics, locations, interrelationships, and distribution of plant, animal, and human life.

22 **Law and Government** — Knowledge of laws, legal codes, court procedures, precedents, government regulations, executive orders, agency rules, and the democratic political process.

Butler's Exh. 60, p. 007

22 **Personnel and Human Resources** — Knowledge of principles and procedures for personnel recruitment, selection, training, compensation and benefits, labor relations and negotiation, and personnel information systems.

19 **Clerical** — Knowledge of administrative and clerical procedures and systems such as word processing, managing files and records, stenography and transcription, designing forms, and other office procedures and terminology.

19 **Communications and Media** — Knowledge of media production, communication, and dissemination techniques and methods. This includes alternative ways to inform and entertain via written, oral, and visual media.

16 **Biology** — Knowledge of plant and animal organisms, their tissues, cells, functions, interdependencies, and interactions with each other and the environment.

15 **Sociology and Anthropology** — Knowledge of group behavior and dynamics, societal trends and influences, human migrations, ethnicity, cultures and their history and origins.

14 **Economics and Accounting** — Knowledge of economic and accounting principles and practices, the financial markets, banking and the analysis and reporting of financial data.

14 **Philosophy and Theology** — Knowledge of different philosophical systems and religions. This includes their basic principles, values, ethics, ways of thinking, customs, practices, and their impact on human culture.

13 **Foreign Language** — Knowledge of the structure and content of a foreign (non-English) language including the meaning and spelling of words, rules of composition and grammar, and pronunciation.

10 **Food Production** — Knowledge of techniques and equipment for planting, growing, and harvesting food products (both plant and animal) for consumption, including storage/handling techniques.

10 **Medicine and Dentistry** — Knowledge of the information and techniques needed to diagnose and treat human injuries, diseases, and deformities. This includes symptoms, treatment alternatives, drug properties and interactions, and preventive health-care measures.

10 **Sales and Marketing** — Knowledge of principles and methods for showing, promoting, and selling products or services. This includes marketing strategy and tactics, product demonstration, sales techniques, and sales control systems.

10 **Therapy and Counseling** — Knowledge of principles, methods, and procedures for diagnosis, treatment, and rehabilitation of physical and mental dysfunctions, and for career counseling and guidance.

9 **History and Archeology** — Knowledge of historical events and their causes, indicators, and effects on civilizations and cultures.

2 **Fine Arts** — Knowledge of the theory and techniques required to compose, produce, and perform works of music, dance, visual arts, drama, and sculpture.

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Skills

Save Table (XLS/CSV)

All 35 displayed (17 important)

Importance	Skill
75	**Equipment Maintenance** — Performing routine maintenance on equipment and determining when and what kind of maintenance is needed.

75 **Repairing** — Repairing machines or systems using the needed tools.

66 **Troubleshooting** — Determining causes of operating errors and deciding what to do about it.

53 **Critical Thinking** — Using logic and reasoning to identify the strengths and weaknesses of alternative solutions, conclusions or approaches to problems.

53 **Equipment Selection** — Determining the kind of tools and equipment needed to do a job.

53 **Monitoring** — Monitoring/Assessing performance of yourself, other individuals, or organizations to make improvements or take corrective action.

53 **Operation and Control** — Controlling operations of equipment or systems.

53 **Operation Monitoring** — Watching gauges, dials, or other indicators to make sure a machine is working properly.

50 **Active Learning** — Understanding the implications of new information for both current and future problem-solving and decision-making.

50 **Complex Problem Solving** — Identifying complex problems and reviewing related information to develop and evaluate options and implement solutions.

50 **Coordination** — Adjusting actions in relation to others' actions.

50 **Installation** — Installing equipment, machines, wiring, or programs to meet specifications.

50 **Judgment and Decision Making** — Considering the relative costs and benefits of potential actions to choose the most appropriate one.

50 **Quality Control Analysis** — Conducting tests and inspections of products, services, or processes to evaluate quality or performance.

50 **Reading Comprehension** — Understanding written sentences and paragraphs in work related documents.

50 **Speaking** — Talking to others to convey information effectively.

50 **Time Management** — Managing one's own time and the time of others.

47 **Active Listening** — Giving full attention to what other people are saying, taking time to understand the points being made, asking questions as appropriate, and not interrupting at inappropriate times.

44 **Social Perceptiveness** — Being aware of others' reactions and understanding why they react as they do.

44 **Writing** — Communicating effectively in writing as appropriate for the needs of the audience.

35 **Systems Analysis** — Determining how a system should work and how changes in conditions, operations, and the environment will affect outcomes.

31 **Learning Strategies** — Selecting and using training/instructional methods and procedures appropriate for the situation when learning or teaching new things.

31 **Service Orientation** — Actively looking for ways to help people.

31 **Systems Evaluation** — Identifying measures or indicators of system performance and the actions needed to improve or correct performance, relative to the goals of the system.

28 **Mathematics** — Using mathematics to solve problems.

25 **Instructing** — Teaching others how to do something.

25

- **Management of Material Resources** — Obtaining and seeing to the appropriate use of equipment, facilities, and materials needed to do certain work.

25 — **Management of Personnel Resources** — Motivating, developing, and directing people as they work, identifying the best people for the job.

25 — **Operations Analysis** — Analyzing needs and product requirements to create a design.

25 — **Persuasion** — Persuading others to change their minds or behavior.

25 — **Technology Design** — Generating or adapting equipment and technology to serve user needs.

22 — **Management of Financial Resources** — Determining how money will be spent to get the work done, and accounting for these expenditures.

22 — **Negotiation** — Bringing others together and trying to reconcile differences.

19 — **Science** — Using scientific rules and methods to solve problems.

3 — **Programming** — Writing computer programs for various purposes.

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Abilities

Save Table (XLS/CSV)

All 52 displayed (26 important)

Importance	Ability
69	**Arm-Hand Steadiness** — The ability to keep your hand and arm steady while moving your arm or while holding your arm and hand in one position.
69	**Manual Dexterity** — The ability to quickly move your hand, your hand together with your arm, or your two hands to grasp, manipulate, or assemble objects.
69	**Near Vision** — The ability to see details at close range (within a few feet of the observer).
66	**Information Ordering** — The ability to arrange things or actions in a certain order or pattern according to a specific rule or set of rules (e.g., patterns of numbers, letters, words, pictures, mathematical operations).
66	**Problem Sensitivity** — The ability to tell when something is wrong or is likely to go wrong. It does not involve solving the problem, only recognizing there is a problem.
60	**Finger Dexterity** — The ability to make precisely coordinated movements of the fingers of one or both hands to grasp, manipulate, or assemble very small objects.
60	**Multilimb Coordination** — The ability to coordinate two or more limbs (for example, two arms, two legs, or one leg and one arm) while sitting, standing, or lying down. It does not involve performing the activities while the whole body is in motion.
60	**Visualization** — The ability to imagine how something will look after it is moved around or when its parts are moved or rearranged.
56	**Static Strength** — The ability to exert maximum muscle force to lift, push, pull, or carry objects.
53	**Control Precision** — The ability to quickly and repeatedly adjust the controls of a machine or a vehicle to exact positions.
53	**Deductive Reasoning** — The ability to apply general rules to specific problems to produce answers that make sense.
53	**Far Vision** — The ability to see details at a distance.

53 **Flexibility of Closure** — The ability to identify or detect a known pattern (a figure, object, word, or sound) that is hidden in other distracting material.

53 **Inductive Reasoning** — The ability to combine pieces of information to form general rules or conclusions (includes finding a relationship among seemingly unrelated events).

53 **Oral Comprehension** — The ability to listen to and understand information and ideas presented through spoken words and sentences.

53 **Perceptual Speed** — The ability to quickly and accurately compare similarities and differences among sets of letters, numbers, objects, pictures, or patterns. The things to be compared may be presented at the same time or one after the other. This ability also includes comparing a presented object with a remembered object.

53 **Selective Attention** — The ability to concentrate on a task over a period of time without being distracted.

53 **Speech Recognition** — The ability to identify and understand the speech of another person.

53 **Trunk Strength** — The ability to use your abdominal and lower back muscles to support part of the body repeatedly or continuously over time without 'giving out' or fatiguing.

50 **Category Flexibility** — The ability to generate or use different sets of rules for combining or grouping things in different ways.

50 **Extent Flexibility** — The ability to bend, stretch, twist, or reach with your body, arms, and/or legs.

50 **Gross Body Coordination** — The ability to coordinate the movement of your arms, legs, and torso together when the whole body is in motion.

50 **Oral Expression** — The ability to communicate information and ideas in speaking so others will understand.

50 **Speech Clarity** — The ability to speak clearly so others can understand you.

50 **Visual Color Discrimination** — The ability to match or detect differences between colors, including shades of color and brightness.

50 **Written Comprehension** — The ability to read and understand information and ideas presented in writing.

47 **Auditory Attention** — The ability to focus on a single source of sound in the presence of other distracting sounds.

47 **Stamina** — The ability to exert yourself physically over long periods of time without getting winded or out of breath.

47 **Written Expression** — The ability to communicate information and ideas in writing so others will understand.

41 **Depth Perception** — The ability to judge which of several objects is closer or farther away from you, or to judge the distance between you and an object.

41 **Hearing Sensitivity** — The ability to detect or tell the differences between sounds that vary in pitch and loudness.

41 **Speed of Closure** — The ability to quickly make sense of, combine, and organize information into meaningful patterns.

38 **Gross Body Equilibrium** — The ability to keep or regain your body balance or stay upright when in an unstable position.

35 **Reaction Time** — The ability to quickly respond (with the hand, finger, or foot) to a signal (sound, light, picture) when it appears.

Butler's Exh. 60, p. 011

31 **Fluency of Ideas** — The ability to come up with a number of ideas about a topic (the number of ideas is important, not their quality, correctness, or creativity).

31 **Time Sharing** — The ability to shift back and forth between two or more activities or sources of information (such as speech, sounds, touch, or other sources).

28 **Dynamic Strength** — The ability to exert muscle force repeatedly or continuously over time. This involves muscular endurance and resistance to muscle fatigue.

28 **Mathematical Reasoning** — The ability to choose the right mathematical methods or formulas to solve a problem.

28 **Memorization** — The ability to remember information such as words, numbers, pictures, and procedures.

28 **Number Facility** — The ability to add, subtract, multiply, or divide quickly and correctly.

28 **Originality** — The ability to come up with unusual or clever ideas about a given topic or situation, or to develop creative ways to solve a problem.

28 **Spatial Orientation** — The ability to know your location in relation to the environment or to know where other objects are in relation to you.

28 **Speed of Limb Movement** — The ability to quickly move the arms and legs.

25 **Explosive Strength** — The ability to use short bursts of muscle force to propel oneself (as in jumping or sprinting), or to throw an object.

25 **Glare Sensitivity** — The ability to see objects in the presence of glare or bright lighting.

25 **Response Orientation** — The ability to choose quickly between two or more movements in response to two or more different signals (lights, sounds, pictures). It includes the speed with which the correct response is started with the hand, foot, or other body part.

25 **Sound Localization** — The ability to tell the direction from which a sound originated.

25 **Wrist-Finger Speed** — The ability to make fast, simple, repeated movements of the fingers, hands, and wrists.

22 **Night Vision** — The ability to see under low light conditions.

22 **Peripheral Vision** — The ability to see objects or movement of objects to one's side when the eyes are looking ahead.

22 **Rate Control** — The ability to time your movements or the movement of a piece of equipment in anticipation of changes in the speed and/or direction of a moving object or scene.

16 **Dynamic Flexibility** — The ability to quickly and repeatedly bend, stretch, twist, or reach out with your body, arms, and/or legs.

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Work Activities

Save Table (XLS/CSV)

All 41 displayed (13 important)

Importance	Work Activity
77	**Inspecting Equipment, Structures, or Material** — Inspecting equipment, structures, or materials to identify the cause of errors or other problems or defects.
75	**Handling and Moving Objects** — Using hands and arms in handling, installing, positioning, and moving materials, and manipulating things.

Butler's Exh. 60, p. 012

74 **Performing General Physical Activities** — Performing physical activities that require considerable use of your arms and legs and moving your whole body, such as climbing, lifting, balancing, walking, stooping, and handling of materials.

70 **Getting Information** — Observing, receiving, and otherwise obtaining information from all relevant sources.

70 **Repairing and Maintaining Mechanical Equipment** — Servicing, repairing, adjusting, and testing machines, devices, moving parts, and equipment that operate primarily on the basis of mechanical (not electronic) principles.

65 **Establishing and Maintaining Interpersonal Relationships** — Developing constructive and cooperative working relationships with others, and maintaining them over time.

65 **Monitor Processes, Materials, or Surroundings** — Monitoring and reviewing information from materials, events, or the environment, to detect or assess problems.

59 **Identifying Objects, Actions, and Events** — Identifying information by categorizing, estimating, recognizing differences or similarities, and detecting changes in circumstances or events.

59 **Making Decisions and Solving Problems** — Analyzing information and evaluating results to choose the best solution and solve problems.

58 **Communicating with Supervisors, Peers, or Subordinates** — Providing information to supervisors, co-workers, and subordinates by telephone, in written form, e-mail, or in person.

54 **Controlling Machines and Processes** — Using either control mechanisms or direct physical activity to operate machines or processes (not including computers or vehicles).

52 **Repairing and Maintaining Electronic Equipment** — Servicing, repairing, calibrating, regulating, fine-tuning, or testing machines, devices, and equipment that operate primarily on the basis of electrical or electronic (not mechanical) principles.

50 **Assisting and Caring for Others** — Providing personal assistance, medical attention, emotional support, or other personal care to others such as coworkers, customers, or patients.

49 **Evaluating Information to Determine Compliance with Standards** — Using relevant information and individual judgment to determine whether events or processes comply with laws, regulations, or standards.

49 **Operating Vehicles, Mechanized Devices, or Equipment** — Running, maneuvering, navigating, or driving vehicles or mechanized equipment, such as forklifts, passenger vehicles, aircraft, or water craft.

48 **Estimating the Quantifiable Characteristics of Products, Events, or Information** — Estimating sizes, distances, and quantities; or determining time, costs, resources, or materials needed to perform a work activity.

48 **Judging the Qualities of Things, Services, or People** — Assessing the value, importance, or quality of things or people.

48 **Organizing, Planning, and Prioritizing Work** — Developing specific goals and plans to prioritize, organize, and accomplish your work.

48 **Updating and Using Relevant Knowledge** — Keeping up-to-date technically and applying new knowledge to your job.

46 **Thinking Creatively** — Developing, designing, or creating new applications, ideas, relationships, systems, or products, including artistic contributions.

44

Butler's Exh. 60, p. 013

Documenting/Recording Information — Entering, transcribing, recording, storing, or maintaining information in written or electronic/magnetic form.

40 **Coordinating the Work and Activities of Others** — Getting members of a group to work together to accomplish tasks.

40 **Processing Information** — Compiling, coding, categorizing, calculating, tabulating, auditing, or verifying information or data.

39 **Training and Teaching Others** — Identifying the educational needs of others, developing formal educational or training programs or classes, and teaching or instructing others.

38 **Coaching and Developing Others** — Identifying the developmental needs of others and coaching, mentoring, or otherwise helping others to improve their knowledge or skills.

36 **Scheduling Work and Activities** — Scheduling events, programs, and activities, as well as the work of others.

35 **Resolving Conflicts and Negotiating with Others** — Handling complaints, settling disputes, and resolving grievances and conflicts, or otherwise negotiating with others.

34 **Developing and Building Teams** — Encouraging and building mutual trust, respect, and cooperation among team members.

34 **Monitoring and Controlling Resources** — Monitoring and controlling resources and overseeing the spending of money.

33 **Analyzing Data or Information** — Identifying the underlying principles, reasons, or facts of information by breaking down information or data into separate parts.

33 **Guiding, Directing, and Motivating Subordinates** — Providing guidance and direction to subordinates, including setting performance standards and monitoring performance.

32 **Interacting With Computers** — Using computers and computer systems (including hardware and software) to program, write software, set up functions, enter data, or process information.

32 **Interpreting the Meaning of Information for Others** — Translating or explaining what information means and how it can be used.

31 **Performing for or Working Directly with the Public** — Performing for people or dealing directly with the public. This includes serving customers in restaurants and stores, and receiving clients or guests.

30 **Communicating with Persons Outside Organization** — Communicating with people outside the organization, representing the organization to customers, the public, government, and other external sources. This information can be exchanged in person, in writing, or by telephone or e-mail.

30 **Developing Objectives and Strategies** — Establishing long-range objectives and specifying the strategies and actions to achieve them.

29 **Drafting, Laying Out, and Specifying Technical Devices, Parts, and Equipment** — Providing documentation, detailed instructions, drawings, or specifications to tell others about how devices, parts, equipment, or structures are to be fabricated, constructed, assembled, modified, maintained, or used.

28 **Provide Consultation and Advice to Others** — Providing guidance and expert advice to management or other groups on technical, systems-, or process-related topics.

25 **Performing Administrative Activities** — Performing day-to-day administrative tasks such as maintaining information files and processing paperwork.

21

Selling or Influencing Others — Convincing others to buy merchandise/goods or to otherwise change their minds or actions.

17 **Staffing Organizational Units** — Recruiting, interviewing, selecting, hiring, and promoting employees in an organization.

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Detailed Work Activities

Save Table (XLS/CSV)

All 37 displayed

- Disassemble equipment for maintenance or repair.
- Inspect mechanical components of vehicles to identify problems.
- Inspect mechanical equipment to locate damage, defects, or wear.
- Operate cranes, hoists, or other moving or lifting equipment.
- Read technical information needed to perform maintenance or repairs.
- Replace worn, damaged, or defective mechanical parts.
- Test mechanical equipment to ensure proper functioning.
- Troubleshoot equipment or systems operation problems.
- Maintain work equipment or machinery.
- Assemble mechanical components or machine parts.
- Assemble electrical components, subsystems, or systems.
- Install electrical components, equipment, or systems.
- Repair electrical circuits or wiring.
- Test fluids to identify contamination or other problems.
- Adjust equipment to ensure optimal performance.
- Clean equipment, parts, or tools to repair or maintain them in good working order.
- Lubricate equipment to allow proper functioning.
- Order materials, supplies, or equipment.
- Install machine or equipment replacement parts.
- Lay out work according to specifications.
- Plan work procedures.
- Install energy-efficient heating, ventilation, or air conditioning (HVAC) equipment.
- Clean work areas.
- Fabricate parts or components.
- Paint surfaces or equipment.
- Supervise employees.
- Train others in operational procedures.
- Align equipment or machinery.
- Operate welding equipment.
- Record information about parts, materials or repair procedures.
- Assemble structural components.
- Measure distances or dimensions.
- Estimate costs for labor or materials.
- Install insulation in equipment or structures.
-

Butler's Exh. 60, p. 015

Grind parts to required dimensions.

- Develop equipment or component configurations.
- Repair structural components.

Find occupations related to multiple detailed work activities

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Work Context

Save Table (XLS/CSV)

All 57 displayed

Work Context	Percentage of Top Responses	
Face-to-Face Discussions — How often do you have to have face-to-face discussions with individuals or teams in this job?	92	Every day
Spend Time Using Your Hands to Handle, Control, or Feel Objects, Tools, or Controls — How much does this job require using your hands to handle, control, or feel objects, tools or controls?	72 23	Continually or almost continually More than half the time
Wear Common Protective or Safety Equipment such as Safety Shoes, Glasses, Gloves, Hearing Protection, Hard Hats, or Life Jackets — How much does this job require wearing common protective or safety equipment such as safety shoes, glasses, gloves, hard hats or life jackets?	74 14	Every day Once a week or more but not every day
Exposed to Contaminants — How often does this job require working exposed to contaminants (such as pollutants, gases, dust or odors)?	65 25	Every day Once a week or more but not every day
Spend Time Standing — How much does this job require standing?	52 33 14	Continually or almost continually More than half the time About half the time
Contact With Others — How much does this job require the worker to be in contact with others (face-to-face, by telephone, or otherwise) in order to perform it?	58 26	Constant contact with others Contact with others most of the time
Importance of Being Exact or Accurate — How important is being very exact or highly accurate in performing this job?	43 44 11	Extremely important Very important Important
Exposed to Hazardous Equipment — How often does this job require exposure to hazardous equipment?	39 47 11	Every day Once a week or more but not every day Once a month or more but not every week
Frequency of Decision Making — How frequently is the worker required to make decisions that affect other people, the financial	63 11 17	Every day Once a week or more but not every day Once a year or more but not every month

resources, and/or the image and reputation of the organization?

- **Structured versus Unstructured Work** — To what extent is this job structured for the worker, rather than allowing the worker to determine tasks, priorities, and goals?
  - 32 A lot of freedom
  - 53 Some freedom

- **Work With Work Group or Team** — How important is it to work with others in a group or team in this job?
  - 38 Extremely important
  - 38 Very important
  - 18 Important

- **Freedom to Make Decisions** — How much decision making freedom, without supervision, does the job offer?
  - 46 A lot of freedom
  - 29 Some freedom
  - 12 Limited freedom

- **Indoors, Not Environmentally Controlled** — How often does this job require working indoors in non-controlled environmental conditions (e.g., warehouse without heat)?
  - 37 Every day
  - 41 Once a week or more but not every day
  - 15 Once a month or more but not every week

- **Spend Time Walking and Running** — How much does this job require walking and running?
  - 42 Continually or almost continually
  - 28 More than half the time
  - 19 About half the time
  - 11 Less than half the time

- **Impact of Decisions on Co-workers or Company Results** — What results do your decisions usually have on other people or the image or reputation or financial resources of your employer?
  - 43 Very important results
  - 24 Important results
  - 18 Moderate results
  - 14 Minor results

- **Indoors, Environmentally Controlled** — How often does this job require working indoors in environmentally controlled conditions?
  - 57 Every day
  - 18 Once a month or more but not every week
  - 17 Never

- **Outdoors, Exposed to Weather** — How often does this job require working outdoors, exposed to all weather conditions?
  - 28 Every day
  - 45 Once a week or more but not every day
  - 13 Once a month or more but not every week
  - 12 Once a year or more but not every month

- **Sounds, Noise Levels Are Distracting or Uncomfortable** — How often does this job require working exposed to sounds and noise levels that are distracting or uncomfortable?
  - 47 Every day
  - 21 Once a week or more but not every day
  - 17 Once a month or more but not every week
  - 14 Never

- **Physical Proximity** — To what extent does this job require the worker to perform job tasks in close physical proximity to other people?
  - 21 Very close (near touching)
  - 49 Moderately close (at arm's length)
  - 20 Slightly close (e.g., shared office)

- **Responsible for Others' Health and Safety** — How much responsibility is there for the health and safety of others in this job?
  - 36 Very high responsibility
  - 21 High responsibility
  - 24 Moderate responsibility
  - 17 Limited responsibility

- **Telephone** — How often do you have telephone conversations in this job?
  - 54 Every day
  - 15 Once a week or more but not every day
  - 20 Never

Butler's Exh. 60, p. 017

Spend Time Bending or Twisting the Body — How much does this job require bending or twisting your body?	33	Continually or almost continually
	27	More than half the time
	20	About half the time
	20	Less than half the time
Time Pressure — How often does this job require the worker to meet strict deadlines?	29	Every day
	23	Once a week or more but not every day
	40	Once a month or more but not every week
Exposed to Hazardous Conditions — How often does this job require exposure to hazardous conditions?	15	Every day
	45	Once a week or more but not every day
	28	Once a month or more but not every week
Duration of Typical Work Week — Number of hours typically worked in one week.	28	More than 40 hours
	72	40 hours
Exposed to High Places — How often does this job require exposure to high places?	19	Every day
	33	Once a week or more but not every day
	33	Once a month or more but not every week
	14	Once a year or more but not every month
Spend Time Making Repetitive Motions — How much does this job require making repetitive motions?	32	Continually or almost continually
	18	More than half the time
	25	About half the time
	23	Less than half the time
Exposed to Minor Burns, Cuts, Bites, or Stings — How often does this job require exposure to minor burns, cuts, bites, or stings?	19	Every day
	41	Once a week or more but not every day
	16	Once a month or more but not every week
	19	Once a year or more but not every month
Responsibility for Outcomes and Results — How responsible is the worker for work outcomes and results of other workers?	27	Very high responsibility
	17	High responsibility
	31	Moderate responsibility
	22	Limited responsibility
Electronic Mail — How often do you use electronic mail in this job?	45	Every day
	13	Once a week or more but not every day
	31	Never
Deal With Unpleasant or Angry People — How frequently does the worker have to deal with unpleasant, angry, or discourteous individuals as part of the job requirements?	34	Every day
	15	Once a week or more but not every day
	15	Once a month or more but not every week
	20	Once a year or more but not every month
	15	Never
Very Hot or Cold Temperatures — How often does this job require working in very hot (above 90 F degrees) or very cold (below 32 F degrees) temperatures?	25	Every day
	16	Once a week or more but not every day
	28	Once a month or more but not every week
	25	Once a year or more but not every month
Cramped Work Space, Awkward Positions — How often does this job require working in cramped work spaces that requires getting into awkward positions?	13	Every day
	38	Once a week or more but not every day
	28	Once a month or more but not every week
	13	Never
Extremely Bright or Inadequate Lighting — How often does this job require working in extremely bright or inadequate lighting conditions?	20	Every day
	27	Once a week or more but not every day
	19	Once a month or more but not every week
	11	Once a year or more but not every month
	23	Never

Letters and Memos — How often does the job require written letters and memos?	41	Every day
	12	Once a month or more but not every week
	11	Once a year or more but not every month
	32	Never
Coordinate or Lead Others — How important is it to coordinate or lead others in accomplishing work activities in this job?	23	Very important
	41	Important
	19	Fairly important
Deal With External Customers — How important is it to work with external customers or the public in this job?	11	Extremely important
	39	Very important
	19	Important
	27	Not important at all
Frequency of Conflict Situations — How often are there conflict situations the employee has to face in this job?	16	Every day
	33	Once a week or more but not every day
	11	Once a month or more but not every week
	16	Once a year or more but not every month
	24	Never
Spend Time Kneeling, Crouching, Stooping, or Crawling — How much does this job require kneeling, crouching, stooping or crawling?	15	Continually or almost continually
	21	More than half the time
	14	About half the time
	48	Less than half the time
Outdoors, Under Cover — How often does this job require working outdoors, under cover (e.g., structure with roof but no walls)?	15	Every day
	17	Once a week or more but not every day
	34	Once a month or more but not every week
	14	Once a year or more but not every month
	21	Never
Spend Time Keeping or Regaining Balance — How much does this job require keeping or regaining your balance?	25	Continually or almost continually
	11	About half the time
	50	Less than half the time
Consequence of Error — How serious would the result usually be if the worker made a mistake that was not readily correctable?	15	Extremely serious
	17	Very serious
	19	Serious
	39	Fairly serious
Importance of Repeating Same Tasks — How important is repeating the same physical activities (e.g., key entry) or mental activities (e.g., checking entries in a ledger) over and over, without stopping, to performing this job?	14	Extremely important
	31	Very important
	11	Important
	16	Fairly important
	28	Not important at all
Exposed to Disease or Infections — How often does this job require exposure to disease/infections?	26	Every day
	18	Once a week or more but not every day
	42	Never
In an Enclosed Vehicle or Equipment — How often does this job require working in a closed vehicle or equipment (e.g., car)?	17	Every day
	22	Once a week or more but not every day
	15	Once a month or more but not every week
	36	Never
Spend Time Climbing Ladders, Scaffolds, or Poles — How much does this job require climbing ladders, scaffolds, or poles?	27	About half the time
	57	Less than half the time
Wear Specialized Protective or Safety Equipment such as Breathing Apparatus,	11	Every day
	13	Once a week or more but not every day
	14	Once a month or more but not every week

Butler's Exh. 60, p. 019

Safety Harness, Full Protection Suits, or Radiation Protection — How much does this job require wearing specialized protective or safety equipment such as breathing apparatus, safety harness, full protection suits, or radiation protection?	47 16	Once a year or more but not every month Never
In an Open Vehicle or Equipment — How often does this job require working in an open vehicle or equipment (e.g., tractor)?	27 17 40	Once a week or more but not every day Once a month or more but not every week Never
Level of Competition — To what extent does this job require the worker to compete or to be aware of competitive pressures?	25 31 33	Highly competitive Moderately competitive Not at all competitive
Pace Determined by Speed of Equipment — How important is it to this job that the pace is determined by the speed of equipment or machinery? (This does not refer to keeping busy at all times on this job.)	15 25 14 41	Extremely important Important Fairly important Not important at all
Degree of Automation — How automated is the job?	32 30 37	Moderately automated Slightly automated Not at all automated
Exposed to Whole Body Vibration — How often does this job require exposure to whole body vibration (e.g., operate a jackhammer)?	16 24 50	Once a week or more but not every day Once a year or more but not every month Never
Spend Time Sitting — How much does this job require sitting?	71 21	Less than half the time Never
Work Schedules — How regular are the work schedules for this job?	40 59	Irregular (changes with weather conditions, production demands, or contract duration) Regular (established routine, set schedule)
Deal With Physically Aggressive People — How frequently does this job require the worker to deal with physical aggression of violent individuals?	15 20 62	Once a month or more but not every week Once a year or more but not every month Never
Public Speaking — How often do you have to perform public speaking in this job?	16 72	Once a year or more but not every month Never
Exposed to Radiation — How often does this job require exposure to radiation?	91	Never

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Job Zone

Save Table (XLS/CSV)

Title Job Zone Three: Medium Preparation Needed

Education Most occupations in this zone require training in vocational schools, related on-the-job experience, or an associate's degree.

Butler's Exh. 60, p. 020

Related Experience Previous work-related skill, knowledge, or experience is required for these occupations. For example, an electrician must have completed three or four years of apprenticeship or several years of vocational training, and often must have passed a licensing exam, in order to perform the job.

Job Training Employees in these occupations usually need one or two years of training involving both on-the-job experience and informal training with experienced workers. A recognized apprenticeship program may be associated with these occupations.

Job Zone Examples These occupations usually involve using communication and organizational skills to coordinate, supervise, manage, or train others to accomplish goals. Examples include hydroelectric production managers, travel guides, electricians, agricultural technicians, barbers, court reporters, and medical assistants.

SVP Range (6.0 to < 7.0)

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Education

Percentage of Respondents	Education Level Required
37	High school diploma or equivalent
30	Post-secondary certificate
15	Less than high school diploma

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Credentials

Find Training | Find Certifications | Find Licenses | APPRENTICESHIP.GOV

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Interests

Save Table (XLS/CSV)

All 6 displayed (2 important)

Occupational Interest	Interest
100	**Realistic** — Realistic occupations frequently involve work activities that include practical, hands-on problems and solutions. They often deal with plants, animals, and real-world materials like wood, tools, and machinery. Many of the occupations require working outside, and do not involve a lot of paperwork or working closely with others.
56	**Conventional** — Conventional occupations frequently involve following set procedures and routines. These occupations can include working with data and details more than with ideas. Usually there is a clear line of authority to follow.
45	**Investigative** — Investigative occupations frequently involve working with ideas, and require an extensive amount of thinking. These occupations can involve searching for facts and figuring out problems mentally.
22	**Enterprising** — Enterprising occupations frequently involve starting up and carrying out projects. These occupations can involve leading people and making many decisions. Sometimes they require risk taking and often deal with business.

Butler's Exh. 60, p. 021

6	**Artistic** — Artistic occupations frequently involve working with forms, designs and patterns. They often require self-expression and the work can be done without following a clear set of rules.
0	**Social** — Social occupations frequently involve working with, communicating with, and teaching people. These occupations often involve helping or providing service to others.

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Work Styles

Save Table (XLS/CSV)

All 16 displayed (16 important)

Importance	Work Style
78	**Integrity** — Job requires being honest and ethical.
74	**Attention to Detail** — Job requires being careful about detail and thorough in completing work tasks.
73	**Cooperation** — Job requires being pleasant with others on the job and displaying a good-natured, cooperative attitude.
73	**Dependability** — Job requires being reliable, responsible, and dependable, and fulfilling obligations.
71	**Independence** — Job requires developing one's own ways of doing things, guiding oneself with little or no supervision, and depending on oneself to get things done.
71	**Self Control** — Job requires maintaining composure, keeping emotions in check, controlling anger, and avoiding aggressive behavior, even in very difficult situations.
68	**Concern for Others** — Job requires being sensitive to others' needs and feelings and being understanding and helpful on the job.
66	**Adaptability/Flexibility** — Job requires being open to change (positive or negative) and to considerable variety in the workplace.
65	**Analytical Thinking** — Job requires analyzing information and using logic to address work-related issues and problems.
65	**Initiative** — Job requires a willingness to take on responsibilities and challenges.
64	**Persistence** — Job requires persistence in the face of obstacles.
63	**Innovation** — Job requires creativity and alternative thinking to develop new ideas for and answers to work-related problems.
61	**Stress Tolerance** — Job requires accepting criticism and dealing calmly and effectively with high stress situations.
60	**Achievement/Effort** — Job requires establishing and maintaining personally challenging achievement goals and exerting effort toward mastering tasks.
59	**Leadership** — Job requires a willingness to lead, take charge, and offer opinions and direction.
50	**Social Orientation** — Job requires preferring to work with others rather than alone, and being personally connected with others on the job.

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Work Values

Save Table (XLS/CSV)

All 6 displayed (3 important)

Extent	Work Value
67	**Support** — Occupations that satisfy this work value offer supportive management that stands behind employees. Corresponding needs are Company Policies, Supervision: Human Relations and Supervision: Technical.
50	**Independence** — Occupations that satisfy this work value allow employees to work on their own and make decisions. Corresponding needs are Creativity, Responsibility and Autonomy.
50	**Relationships** — Occupations that satisfy this work value allow employees to provide service to others and work with co-workers in a friendly non-competitive environment. Corresponding needs are Co-workers, Moral Values and Social Service.
45	**Working Conditions** — Occupations that satisfy this work value offer job security and good working conditions. Corresponding needs are Activity, Compensation, Independence, Security, Variety and Working Conditions.
39	**Achievement** — Occupations that satisfy this work value are results oriented and allow employees to use their strongest abilities, giving them a feeling of accomplishment. Corresponding needs are Ability Utilization and Achievement.
28	**Recognition** — Occupations that satisfy this work value offer advancement, potential for leadership, and are often considered prestigious. Corresponding needs are Advancement, Authority, Recognition and Social Status.

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Related Occupations

Save Table (XLS/CSV)

All 10 displayed

47-2152.01	Pipe Fitters and Steamfitters
47-2152.02	Plumbers — Bright Outlook — Green
49-2092.00	Electric Motor, Power Tool, and Related Repairers
49-3051.00	Motorboat Mechanics and Service Technicians
49-3052.00	Motorcycle Mechanics
49-9012.00	Control and Valve Installers and Repairers, Except Mechanical Door
49-9041.00	Industrial Machinery Mechanics
49-9044.00	Millwrights
49-9097.00	Signal and Track Switch Repairers
51-8021.00	Stationary Engineers and Boiler Operators

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Wages & Employment Trends

Median wages (2017) $18.11 hourly, $37,670 annual

State wages Local Salary Info

Employment (2016) 1,433,000 employees

Projected growth (2016-2026) Average (5% to 9%)

154,700

Projected job openings (2016-2026)

State trends Employment Trends

Top industries (2016) Real Estate and Rental and Leasing (21% employed in this sector)
Manufacturing (13%)
Government (12%)
(see all industries)

Source: Bureau of Labor Statistics 2017 wage data and 2016-2026 employment projections. "Projected growth" represents the estimated change in total employment over the projections period (2016-2026). "Projected job openings" represent openings due to growth and replacement.

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Job Openings on the Web

Find Jobs

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Sources of Additional Information

All 1 displayed

Disclaimer: Sources are listed to provide additional information on related jobs, specialties, and/or industries. Links to non-DOL Internet sites are provided for your convenience and do not constitute an endorsement.

- Occupational Outlook Handbook: General maintenance and repair workers

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O*NET Code Connector

Maintenance and Repair Workers, General - 49-9071.00

More information from O*NET OnLine:
Summary • Details • Custom

O*NET-SOC Description

Perform work involving the skills of two or more maintenance or craft occupations to keep machines, mechanical equipment, or the structure of an establishment in repair. Duties may involve pipe fitting; boiler making; insulating; welding; machining; carpentry; repairing electrical or mechanical equipment; installing, aligning, and balancing new equipment; and repairing buildings, floors, or stairs.

Sample of Reported Job Titles

- Building Maintenance Mechanic
- Building Mechanic
- Equipment Engineering Technician
- Facilities Manager
- Maintenance Engineer
- Maintenance Man
- Maintenance Mechanic
- Maintenance Supervisor
- Maintenance Technician
- Maintenance Worker

SOC Occupation Groups

49-0000	Installation, Maintenance, and Repair Occupations
49-9000	Other Installation, Maintenance, and Repair Occupations
49-9070	Maintenance and Repair Workers, General
49-9071.00	**Maintenance and Repair Workers, General**

Related Occupations

5 of 10 displayed

47-2152.01	Pipe Fitters and Steamfitters	Bright Outlook, Green
47-2152.02	Plumbers	Green
49-2092.00	Electric Motor, Power Tool, and Related Repairers	
49-3051.00	Motorboat Mechanics and Service Technicians	
49-3052.00	Motorcycle Mechanics	

Tasks

5 of 30 displayed

- Adjust functional parts of devices or control instruments, using hand tools, levels, plumb bobs, or straightedges.
- Align and balance new equipment after installation.
- Assemble boilers at installation sites, using tools such as levels, plumb bobs, hammers, torches, or other hand tools.
- Assemble, install, or repair wiring, electrical or electronic components, pipe systems, plumbing, machinery, or equipment.
- Clean or lubricate shafts, bearings, gears, or other parts of machinery.

Detailed Work Activities

5 of 37 displayed

- Adjust equipment to ensure optimal performance.
- Align equipment or machinery.
- Assemble electrical components, subsystems, or systems.
- Assemble mechanical components or machine parts.
- Assemble structural components.

Military Crosswalk Titles

4 of 325 displayed

- Aerospace Ground Equipment (Air Force - Enlisted)
- Aerospace Ground Equipment Apprentice (Air Force - Enlisted)
- Flight Equipment Technician (Marine Corps - Enlisted)
- Fuels (Air Force - Enlisted)

Apprenticeship Crosswalk Titles

- Building Maintenance Repairer
- Maintenance Repairer, Building
- Maintenance Repairer, Industrial
- Marine-Services Technician

DOT Crosswalk Titles

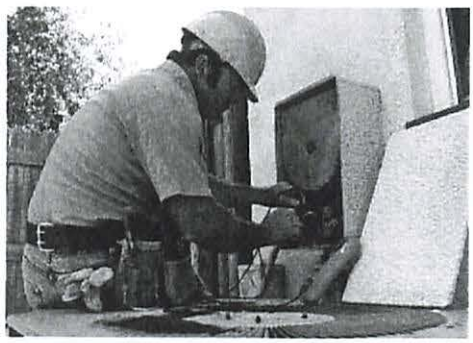
4 of 8 displayed

- Airport Attendant
- Fire-Fighting-Equipment Specialist
- Maintenance Repairer, Industrial
- Marine-Services Technician

General Maintenance and Repair Workers

Summary

Quick Facts: General Maintenance and Repair Workers	
2017 Median Pay	$37,670 per year $18.11 per hour
Typical Entry-Level Education	High school diploma or equivalent
Work Experience in a Related Occupation	None
On-the-job Training	Moderate-term on-the-job training
Number of Jobs, 2016	1,432,600
Job Outlook, 2016-26	8% (As fast as average)
Employment Change, 2016-26	112,500



Workers use hand tools and power tools to fix appliances and equipment.

What General Maintenance and Repair Workers Do

General maintenance and repair workers fix and maintain machines, mechanical equipment, and buildings. They paint, repair flooring, and work on plumbing, electrical, and air-conditioning and heating systems, among other tasks.

Work Environment

General maintenance and repair workers often carry out many different tasks in a single day. They could work at any number of indoor or outdoor locations. They may work inside a single building, such as a hotel or hospital, or be responsible for the maintenance of many buildings, such as those in an apartment complex or on a college campus.

How to Become a General Maintenance and Repair Worker

Jobs in this occupation typically require a high school diploma or equivalent. General maintenance and repair workers often learn their skills on the job for several years. They start out performing simple tasks while watching and learning from skilled maintenance workers.

Pay

The median annual wage for general maintenance and repair workers was $37,670 in May 2017.

Job Outlook

Employment of general maintenance and repair workers is projected to grow 8 percent from 2016 to 2026, about as fast as the average for all occupations. Employment may rise as increasing home prices and sales drive demand for remodeling and maintenance work.

State & Area Data

Explore resources for employment and wages by state and area for general maintenance and repair workers.

Similar Occupations

Compare the job duties, education, job growth, and pay of general maintenance and repair workers with similar occupations.

More Information, Including Links to O*NET

Learn more about general maintenance and repair workers by visiting additional resources, including O*NET, a source on key characteristics of workers and occupations.

What They Do ->

SUGGESTED CITATION:

Bureau of Labor Statistics, U.S. Department of Labor, *Occupational Outlook Handbook*, General Maintenance and Repair Workers,
on the Internet at https://www.bls.gov/ooh/installation-maintenance-and-repair/general-maintenance-and-repair-workers.htm (visited *March 25, 2019*).

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General Maintenance and Repair Workers

What General Maintenance and Repair Workers Do

About this section

General maintenance and repair workers fix and maintain machines, mechanical equipment, and buildings. They paint, repair flooring, and work on plumbing, electrical, and air-conditioning and heating systems.

Duties

General maintenance and repair workers typically do the following:

- Maintain and repair machines, mechanical equipment, and buildings
- Fix or replace faulty electrical switches, outlets, and circuit breakers
- Inspect and diagnose problems and figure out the best way to correct them
- Perform routine preventive maintenance to ensure that machines continue to run smoothly
- Assemble and set up machinery or equipment
- Plan repair work using blueprints or diagrams
- Do general cleaning and upkeep of buildings and properties
- Order supplies from catalogs and storerooms
- Meet with clients to estimate repairs and costs
- Keep detailed records of their work

Workers are responsible for the upkeep of many homes and apartment buildings.

General maintenance and repair workers are hired for maintenance and repair tasks that are not complex enough to need the specialized training of a licensed tradesperson, such as a plumber or electrician.

These workers are also responsible for recognizing when a job is above their skill level and requires the expertise of an electrician; a carpenter; a heating, air-conditioning, and refrigeration mechanic or installer; or a plumber, pipefitter, or steamfitter.

General maintenance and repair workers may fix or paint roofs, windows, doors, floors, woodwork, walls, and other parts of buildings.

They also maintain and repair specialized equipment and machinery in cafeterias, laundries, hospitals, stores, offices, and factories.

General maintenance and repair workers get supplies and parts from distributors or storerooms to fix problems. They use common hand and power tools, such as screwdrivers, saws, drills, wrenches, and hammers to fix, replace, or repair equipment and parts of buildings.

<- Summary

Work Environment ->

SUGGESTED CITATION:

Bureau of Labor Statistics, U.S. Department of Labor, *Occupational Outlook Handbook*, General Maintenance and Repair Workers, on the Internet at https://www.bls.gov/ooh/installation-maintenance-and-repair/general-maintenance-and-repair-workers.htm (visited *March 25, 2019*).

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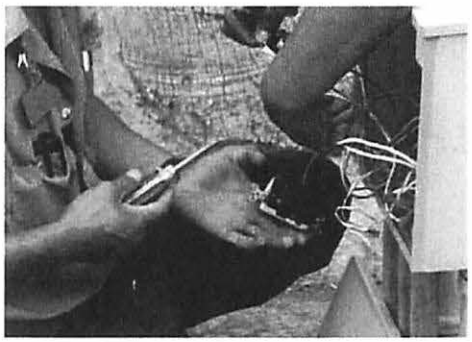
General Maintenance and Repair Workers

How to Become a General Maintenance and Repair Worker

About this section

Jobs in this field typically do not require any formal education beyond high school. General maintenance and repair workers often learn their skills on the job. They start by doing simple tasks and watching and learning from skilled maintenance workers.



Beginners often work under the supervision of more experienced workers.

Education

Many maintenance and repair workers learn some basic skills in high school shop or technical education classes, postsecondary trade or vocational schools, or community colleges.

Courses in mechanical drawing, electricity, woodworking, blueprint reading, mathematics, and computers are useful. Maintenance and repair workers often do work that involves electrical, plumbing, heating, and air-conditioning systems or painting and roofing tasks. Workers need a good working knowledge of many repair and maintenance tasks.

Practical training, available at many adult education centers and community colleges, is another option for workers to learn tasks such as drywall repair and basic plumbing.

Training

General maintenance and repair workers usually start by watching and learning from skilled maintenance workers. They begin by doing simple tasks, such as fixing leaky faucets and replacing lightbulbs. After gaining experience, general maintenance and repair workers move on to more difficult tasks, such as overhauling machinery or building walls.

Some general maintenance and repair workers learn their skills by assisting other types of repair or construction workers, including machinery repairers, carpenters, or electricians.

Licenses, Certifications, and Registrations

Licensing requirements vary by state and locality. For more complex tasks, workers may need to be licensed in a particular specialty, such as electrical or plumbing work.

Advancement

Some maintenance and repair workers decide to train in one specific craft and become craftworkers, such as electricians, heating and air-conditioning mechanics, or plumbers.

Other maintenance workers eventually open their own repair or contracting business. However, those who want to become a project manager or own their own business may need some postsecondary education or a degree in construction management. For more information, see the profile on construction managers.

Within small organizations, promotion opportunities may be limited.

Important Qualities

Customer-service skills. These workers interact with customers on a regular basis. They need to be friendly and able to address customers' questions.

Dexterity. Many repair and maintenance tasks, such as repairing small devices, connecting or attaching components, and using hand tools, require a steady hand and good hand–eye coordination.

Troubleshooting skills. Workers find, diagnose, and repair problems. They perform tests to figure out the cause of problems before fixing equipment.

<- Work Environment

Pay ->

SUGGESTED CITATION:

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Bureau of Labor Statistics, U.S. Department of Labor, *Occupational Outlook Handbook*, General Maintenance and Repair Workers, on the Internet at https://www.bls.gov/ooh/installation-maintenance-and-repair/general-maintenance-and-repair-workers.htm (visited *March 25, 2019*).

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General Maintenance and Repair Workers

Similar Occupations

About this section

This table shows a list of occupations with job duties that are similar to those of general maintenance and repair workers.

	OCCUPATION	JOB DUTIES	ENTRY-LEVEL EDUCATION	2017 MEDIAN PAY
	Boilermakers	Boilermakers assemble, install, maintain, and repair boilers, closed vats, and other large vessels or containers that hold liquids and gases.	High school diploma or equivalent	$62,260
	Carpenters	Carpenters construct, repair, and install building frameworks and structures made from wood and other materials.	High school diploma or equivalent	$45,170
	Construction Managers	Construction managers plan, coordinate, budget, and supervise construction projects from start to finish.	Bachelor's degree	$91,370
	Electrical and Electronics Installers and Repairers	Electrical and electronics installers and repairers install or repair a variety of electrical equipment in telecommunications, transportation, utilities, and other industries.	See How to Become One	$57,210
	Electricians	Electricians install, maintain, and repair electrical power, communications, lighting, and control systems in homes, businesses, and factories.	High school diploma or equivalent	$54,110
	Heating, Air Conditioning, and Refrigeration Mechanics and Installers	Heating, air conditioning, and refrigeration mechanics and installers—often called *heating, ventilation, air conditioning, and refrigeration (HVACR) technicians*—work on heating, ventilation, cooling, and refrigeration systems that control the temperature and air quality in buildings.	Postsecondary nondegree award	$47,080
	Plumbers, Pipefitters, and Steamfitters	Plumbers, pipefitters, and steamfitters install and repair pipes that carry liquids or gases to, from, and within businesses, homes, and factories.	High school diploma or equivalent	$52,590

<- State & Area Data More Info ->

SUGGESTED CITATION:

Bureau of Labor Statistics, U.S. Department of Labor, *Occupational Outlook Handbook*, General Maintenance and Repair Workers, on the Internet at https://www.bls.gov/ooh/installation-maintenance-and-repair/general-maintenance-and-repair-workers.htm (visited *March 25, 2019*).

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Butler's Exh. 62, p. 007
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O*NET OnLine

Quick Search for:
Amusement mechanic

Showing 311 occupations for **Amusement mechanic**. Closest matches are shown first.

How do they match?	Code	Occupation
	39-3091.00	Amusement and Recreation Attendants
	49-9091.00	Coin, Vending, and Amusement Machine Servicers and Repairers
	47-4011.00	Construction and Building Inspectors Bright Outlook Green
	27-2099.00	Entertainers and Performers, Sports and Related Workers, All Other
	17-3029.07	Mechanical Engineering Technologists
	49-9012.00	Control and Valve Installers and Repairers, Except Mechanical Door
	49-3042.00	Mobile Heavy Equipment Mechanics, Except Engines
	49-9011.00	Mechanical Door Repairers
	49-3051.00	Motorboat Mechanics and Service Technicians
	49-3031.00	Bus and Truck Mechanics and Diesel Engine Specialists
	17-3027.00	Mechanical Engineering Technicians
	49-3023.01	Automotive Master Mechanics
	47-2132.00	Insulation Workers, Mechanical
	17-3024.00	Electro-Mechanical Technicians
	49-9021.02	Refrigeration Mechanics and Installers
	49-1011.00	First-Line Supervisors of Mechanics, Installers, and Repairers
	49-3011.00	Aircraft Mechanics and Service Technicians

17-2141.00 Mechanical Engineers

49-3041.00 Farm Equipment Mechanics and Service Technicians

49-3053.00 Outdoor Power Equipment and Other Small Engine Mechanics

49-9041.00 Industrial Machinery Mechanics

17-3013.00 Mechanical Drafters

49-3052.00 Motorcycle Mechanics

49-9021.01 Heating and Air Conditioning Mechanics and Installers

49-9071.00 Maintenance and Repair Workers, General

49-2021.01 Radio Mechanics

49-3023.00 Automotive Service Technicians and Mechanics

49-9021.00 Heating, Air Conditioning, and Refrigeration Mechanics and Installers

49-9064.00 Watch Repairers

49-9081.00 Wind Turbine Service Technicians

51-8021.00 Stationary Engineers and Boiler Operators

53-7021.00 Crane and Tower Operators

49-2011.00 Computer, Automated Teller, and Office Machine Repairers

51-4041.00 Machinists

49-9044.00 Millwrights

47-2011.00 Boilermakers

49-9097.00 Signal and Track Switch Repairers

49-3093.00 Tire Repairers and Changers

49-9061.00 Camera and Photographic Equipment Repairers

Textile Knitting and Weaving Machine Setters, Operators, and Tenders

Butler's Exh. 63, p. 002

51-6063.00

49-9043.00 Maintenance Workers, Machinery

49-9062.00 Medical Equipment Repairers

49-9098.00 Helpers--Installation, Maintenance, and Repair Workers

49-3023.02 Automotive Specialty Technicians

51-8099.03 Biomass Plant Technicians

49-2092.00 Electric Motor, Power Tool, and Related Repairers

49-2094.00 Electrical and Electronics Repairers, Commercial and Industrial Equipment

49-3043.00 Rail Car Repairers

49-9063.00 Musical Instrument Repairers and Tuners

51-8099.04 Hydroelectric Plant Technicians

51-4081.00 Multiple Machine Tool Setters, Operators, and Tenders, Metal and Plastic

47-2231.00 Solar Photovoltaic Installers

51-6062.00 Textile Cutting Machine Setters, Operators, and Tenders

11-3051.06 Hydroelectric Production Managers

49-9031.00 Home Appliance Repairers

49-9094.00 Locksmiths and Safe Repairers

51-7042.00 Woodworking Machine Setters, Operators, and Tenders, Except Sawing

53-5031.00 Ship Engineers

51-4023.00 Rolling Machine Setters, Operators, and Tenders, Metal and Plastic

17-2199.05 Mechatronics Engineers

17-3021.00 Aerospace Engineering and Operations Technicians

Robotics Technicians

17-3024.01

49-2021.00 Radio, Cellular, and Tower Equipment Installers and Repairers

49-3092.00 Recreational Vehicle Service Technicians

51-2011.00 Aircraft Structure, Surfaces, Rigging, and Systems Assemblers

51-9193.00 Cooling and Freezing Equipment Operators and Tenders

45-2091.00 Agricultural Equipment Operators

51-9196.00 Paper Goods Machine Setters, Operators, and Tenders

47-4021.00 Elevator Installers and Repairers

47-4061.00 Rail-Track Laying and Maintenance Equipment Operators

49-3022.00 Automotive Glass Installers and Repairers

49-3091.00 Bicycle Repairers

51-4034.00 Lathe and Turning Machine Tool Setters, Operators, and Tenders, Metal and Plastic

47-2073.00 Operating Engineers and Other Construction Equipment Operators

47-2081.00 Drywall and Ceiling Tile Installers

47-2082.00 Tapers

47-2211.00 Sheet Metal Workers

49-9052.00 Telecommunications Line Installers and Repairers

51-4061.00 Model Makers, Metal and Plastic

53-3032.00 Heavy and Tractor-Trailer Truck Drivers

53-4011.00 Locomotive Engineers

53-6051.01 Aviation Inspectors

53-6051.07 Transportation Vehicle, Equipment and Systems Inspectors, Except Aviation

Industrial Truck and Tractor Operators

53-7051.00

51-4021.00 Extruding and Drawing Machine Setters, Operators, and Tenders, Metal and Plastic

17-3023.01 Electronics Engineering Technicians

19-4051.01 Nuclear Equipment Operation Technicians

47-4071.00 Septic Tank Servicers and Sewer Pipe Cleaners

49-2091.00 Avionics Technicians

49-9051.00 Electrical Power-Line Installers and Repairers

49-9095.00 Manufactured Building and Mobile Home Installers

49-9099.01 Geothermal Technicians

51-9198.00 Helpers--Production Workers

17-2071.00 Electrical Engineers

25-4013.00 Museum Technicians and Conservators

27-2021.00 Athletes and Sports Competitors

27-4014.00 Sound Engineering Technicians

29-2091.00 Orthotists and Prosthetists

33-2011.01 Municipal Firefighters

37-2011.00 Janitors and Cleaners, Except Maids and Housekeeping Cleaners

37-3013.00 Tree Trimmers and Pruners

39-1011.00 Gaming Supervisors

39-1012.00 Slot Supervisors

39-3011.00 Gaming Dealers

39-3012.00 Gaming and Sports Book Writers and Runners

Retail Salespersons

41-2031.00

43-5081.03 Stock Clerks- Stockroom, Warehouse, or Storage Yard

43-9061.00 Office Clerks, General

45-1011.05 First-Line Supervisors of Logging Workers

47-2021.00 Brickmasons and Blockmasons

47-2031.01 Construction Carpenters

47-2031.02 Rough Carpenters

47-2041.00 Carpet Installers

47-2042.00 Floor Layers, Except Carpet, Wood, and Hard Tiles

47-2043.00 Floor Sanders and Finishers

47-2044.00 Tile and Marble Setters

47-2053.00 Terrazzo Workers and Finishers

47-2111.00 Electricians

47-2121.00 Glaziers

47-2131.00 Insulation Workers, Floor, Ceiling, and Wall

47-2152.01 Pipe Fitters and Steamfitters

47-2152.02 Plumbers

47-2161.00 Plasterers and Stucco Masons

47-2181.00 Roofers

47-2221.00 Structural Iron and Steel Workers

47-3012.00 Helpers--Carpenters

47-3015.00 Helpers--Pipelayers, Plumbers, Pipefitters, and Steamfitters

Construction and Related Workers, All Other

47-4099.00

47-5081.00 Helpers--Extraction Workers

47-5099.00 Extraction Workers, All Other

49-2022.00 Telecommunications Equipment Installers and Repairers, Except Line Installers

49-2093.00 Electrical and Electronics Installers and Repairers, Transportation Equipment

49-2095.00 Electrical and Electronics Repairers, Powerhouse, Substation, and Relay

49-2096.00 Electronic Equipment Installers and Repairers, Motor Vehicles

49-2097.00 Electronic Home Entertainment Equipment Installers and Repairers

49-2098.00 Security and Fire Alarm Systems Installers

49-3021.00 Automotive Body and Related Repairers

49-9069.00 Precision Instrument and Equipment Repairers, All Other

49-9099.00 Installation, Maintenance, and Repair Workers, All Other

51-2022.00 Electrical and Electronic Equipment Assemblers

51-2023.00 Electromechanical Equipment Assemblers

51-2031.00 Engine and Other Machine Assemblers

51-2041.00 Structural Metal Fabricators and Fitters

51-2091.00 Fiberglass Laminators and Fabricators

51-3093.00 Food Cooking Machine Operators and Tenders

51-4022.00 Forging Machine Setters, Operators, and Tenders, Metal and Plastic

51-4031.00 Cutting, Punching, and Press Machine Setters, Operators, and Tenders, Metal and Plastic

51-4062.00 Patternmakers, Metal and Plastic

51-4111.00 Tool and Die Makers

Welders, Cutters, and Welder Fitters

51-4121.06

51-4192.00 Layout Workers, Metal and Plastic

51-4194.00 Tool Grinders, Filers, and Sharpeners

51-6041.00 Shoe and Leather Workers and Repairers

51-6093.00 Upholsterers

51-7011.00 Cabinetmakers and Bench Carpenters

51-7032.00 Patternmakers, Wood

51-9041.00 Extruding, Forming, Pressing, and Compacting Machine Setters, Operators, and Tenders

51-9061.00 Inspectors, Testers, Sorters, Samplers, and Weighers

51-9071.01 Jewelers

51-9071.07 Precious Metal Workers

51-9081.00 Dental Laboratory Technicians

51-9083.00 Ophthalmic Laboratory Technicians

51-9111.00 Packaging and Filling Machine Operators and Tenders

51-9194.00 Etchers and Engravers

51-9195.07 Molding and Casting Workers

51-9199.00 Production Workers, All Other

53-1011.00 Aircraft Cargo Handling Supervisors

53-1031.00 First-Line Supervisors of Transportation and Material-Moving Machine and Vehicle Operators

53-2012.00 Commercial Pilots

53-3022.00 Bus Drivers, School or Special Client

53-6031.00 Automotive and Watercraft Service Attendants

Conveyor Operators and Tenders

53-7011.00

53-7032.00 Excavating and Loading Machine and Dragline Operators

53-7061.00 Cleaners of Vehicles and Equipment

55-3011.00 Air Crew Members

55-3014.00 Artillery and Missile Crew Members

25-1032.00 Engineering Teachers, Postsecondary

17-3029.09 Manufacturing Production Technicians

17-3029.03 Electromechanical Engineering Technologists

27-2011.00 Actors

41-9012.00 Models

17-3029.08 Photonics Technicians

17-2121.01 Marine Engineers

17-2011.00 Aerospace Engineers

17-2199.03 Energy Engineers

17-2199.06 Microsystems Engineers

17-2199.10 Wind Energy Engineers

19-2032.00 Materials Scientists

47-1011.03 Solar Energy Installation Managers

47-2071.00 Paving, Surfacing, and Tamping Equipment Operators

17-2199.07 Photonics Engineers

17-3023.03 Electrical Engineering Technicians

17-3029.06 Manufacturing Engineering Technologists

Biomass Power Plant Managers

11-3051.04

11-9041.00 Architectural and Engineering Managers

11-9041.01 Biofuels/Biodiesel Technology and Product Development Managers

13-1051.00 Cost Estimators

15-1142.00 Network and Computer Systems Administrators

17-2072.00 Electronics Engineers, Except Computer

17-2111.02 Fire-Prevention and Protection Engineers

17-2121.02 Marine Architects

17-2199.04 Manufacturing Engineers

17-2199.11 Solar Energy Systems Engineers

17-3012.01 Electronic Drafters

17-3012.02 Electrical Drafters

17-3026.00 Industrial Engineering Technicians

17-3029.02 Electrical Engineering Technologists

17-3029.05 Industrial Engineering Technologists

25-1194.00 Vocational Education Teachers, Postsecondary

25-2032.00 Career/Technical Education Teachers, Secondary School

27-1021.00 Commercial and Industrial Designers

27-2023.00 Umpires, Referees, and Other Sports Officials

41-4011.00 Sales Representatives, Wholesale and Manufacturing, Technical and Scientific Products

41-9031.00 Sales Engineers

51-1011.00 First-Line Supervisors of Production and Operating Workers

Team Assemblers

51-2092.00

51-2099.00 Assemblers and Fabricators, All Other

51-9121.00 Coating, Painting, and Spraying Machine Setters, Operators, and Tenders

53-7033.00 Loading Machine Operators, Underground Mining

15-1199.11 Video Game Designers

19-1021.00 Biochemists and Biophysicists

47-2061.00 Construction Laborers

17-2111.00 Health and Safety Engineers, Except Mining Safety Engineers and Inspectors

29-1199.04 Naturopathic Physicians

47-2152.00 Plumbers, Pipefitters, and Steamfitters

55-1012.00 Aircraft Launch and Recovery Officers

55-3012.00 Aircraft Launch and Recovery Specialists

51-4052.00 Pourers and Casters, Metal

17-2199.08 Robotics Engineers

17-2021.00 Agricultural Engineers

17-2131.00 Materials Engineers

19-4041.02 Geological Sample Test Technicians

27-1013.00 Fine Artists, Including Painters, Sculptors, and Illustrators

51-8099.01 Biofuels Processing Technicians

53-3041.00 Taxi Drivers and Chauffeurs

17-3027.01 Automotive Engineering Technicians

17-3029.10 Fuel Cell Technicians

Solar Thermal Installers and Technicians

47-4099.02

51-6061.00 Textile Bleaching and Dyeing Machine Operators and Tenders

51-6064.00 Textile Winding, Twisting, and Drawing Out Machine Setters, Operators, and Tenders

17-2161.00 Nuclear Engineers

51-6021.00 Pressers, Textile, Garment, and Related Materials

11-3011.00 Administrative Services Managers

13-1032.00 Insurance Appraisers, Auto Damage

13-1199.01 Energy Auditors

17-1011.00 Architects, Except Landscape and Naval

17-2141.02 Automotive Engineers

17-2199.01 Biochemical Engineers

17-3011.01 Architectural Drafters

19-4091.00 Environmental Science and Protection Technicians, Including Health

19-4092.00 Forensic Science Technicians

19-4099.02 Precision Agriculture Technicians

25-1054.00 Physics Teachers, Postsecondary

29-1081.00 Podiatrists

29-1126.00 Respiratory Therapists

29-1141.01 Acute Care Nurses

29-1141.03 Critical Care Nurses

29-1151.00 Nurse Anesthetists

29-2012.00 Medical and Clinical Laboratory Technicians

Respiratory Therapy Technicians

29-2054.00

33-3041.00 Parking Enforcement Workers

37-2021.00 Pest Control Workers

45-2092.02 Farmworkers and Laborers, Crop

49-9045.00 Refractory Materials Repairers, Except Brickmasons

51-9011.00 Chemical Equipment Operators and Tenders

51-9123.00 Painting, Coating, and Decorating Workers

51-9141.00 Semiconductor Processors

51-9151.00 Photographic Process Workers and Processing Machine Operators

51-9192.00 Cleaning, Washing, and Metal Pickling Equipment Operators and Tenders

53-3033.00 Light Truck or Delivery Services Drivers

53-4031.00 Railroad Conductors and Yardmasters

53-4041.00 Subway and Streetcar Operators

53-7121.00 Tank Car, Truck, and Ship Loaders

15-1121.01 Informatics Nurse Specialists

15-1199.06 Database Architects

19-1029.02 Molecular and Cellular Biologists

29-1127.00 Speech-Language Pathologists

43-4071.00 File Clerks

43-9051.00 Mail Clerks and Mail Machine Operators, Except Postal Service

47-2151.00 Pipelayers

47-5013.00 Service Unit Operators, Oil, Gas, and Mining

Roof Bolters, Mining

47-5061.00

51-2093.00 Timing Device Assemblers and Adjusters

51-4035.00 Milling and Planing Machine Setters, Operators, and Tenders, Metal and Plastic

51-4072.00 Molding, Coremaking, and Casting Machine Setters, Operators, and Tenders, Metal and Plastic

51-6091.00 Extruding and Forming Machine Setters, Operators, and Tenders, Synthetic and Glass Fibers

51-9071.06 Gem and Diamond Workers

51-9191.00 Adhesive Bonding Machine Operators and Tenders

53-5022.00 Motorboat Operators

53-6011.00 Bridge and Lock Tenders

17-2041.00 Chemical Engineers

17-2061.00 Computer Hardware Engineers

17-2072.01 Radio Frequency Identification Device Specialists

17-2112.00 Industrial Engineers

17-2112.01 Human Factors Engineers and Ergonomists

17-2151.00 Mining and Geological Engineers, Including Mining Safety Engineers

17-2171.00 Petroleum Engineers

17-2199.09 Nanosystems Engineers

17-3025.00 Environmental Engineering Technicians

17-3029.01 Non-Destructive Testing Specialists

17-3029.04 Electronics Engineering Technologists

17-3029.12 Nanotechnology Engineering Technicians

17-3031.01 Surveying Technicians

Highway Maintenance Workers

47-4051.00

47-5071.00 Roustabouts, Oil and Gas

49-9092.00 Commercial Divers

49-9096.00 Riggers

51-4011.00 Computer-Controlled Machine Tool Operators, Metal and Plastic

51-4193.00 Plating and Coating Machine Setters, Operators, and Tenders, Metal and Plastic

51-5112.00 Printing Press Operators

51-9012.00 Separating, Filtering, Clarifying, Precipitating, and Still Machine Setters, Operators, and Tenders

O*NET OnLine

Updated 2018

Bright Outlook

Summary Report for:

39-1021.00 - First-Line Supervisors of Personal Service Workers

Directly supervise and coordinate activities of personal service workers, such as flight attendants, hairdressers, or caddies.

Sample of reported job titles: Adult Family Home Program Manager, Caddymaster, Community Life Director, Direct Care Supervisor, Hair Salon Manager, Hotel Services Supervisor, Recreation Coordinator, Resident Care Supervisor, Residential Assistant, Salon Manager

Also see: Spa Managers

View report: **Summary** | Details | Custom

Tasks | Technology Skills | Tools Used | Knowledge | Skills | Abilities | Work Activities | Detailed Work Activities | Work Context | Job Zone | Education | Credentials | Interests | Work Styles | Work Values | Related Occupations | Wages & Employment | Job Openings

Tasks

All 17 displayed

- Assign work schedules, following work requirements, to ensure quality and timely delivery of service.
- Observe and evaluate workers' appearance and performance to ensure quality service and compliance with specifications.
- Train workers in proper operational procedures and functions and explain company policies.
- Resolve customer complaints regarding worker performance or services rendered.
- Recruit and hire staff members.
- Inspect work areas or operating equipment to ensure conformance to established standards in areas such as cleanliness or maintenance.
- Collaborate with staff members to plan or develop programs of events, schedules of activities, or menus.
- Meet with managers or other supervisors to stay informed of changes affecting operations.
- Direct or coordinate the activities of workers, such as flight attendants, hotel staff, or hair stylists.
- Take disciplinary action to address performance problems.
- Apply customer feedback to service improvement efforts.
- Requisition necessary supplies, equipment, or services.
- Analyze and record personnel or operational data and write related activity reports.
- Participate in continuing education to stay abreast of industry trends and developments.
- Furnish customers with information on events or activities.
- Inform workers about interests or special needs of specific groups.
- Direct marketing, advertising, or other customer recruitment efforts.

Find occupations related to multiple tasks

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Technology Skills

All 10 displayed Show 7 tools used

- **Calendar and scheduling software** — Work scheduling software
- **Electronic mail software** — Microsoft Outlook
- **Internet browser software** — Web browser software
- **Inventory management software** — Inventory management systems
- **Office suite software** — Microsoft Office
- **Point of sale POS software**
- **Presentation software** — Microsoft PowerPoint
- **Spreadsheet software** — Microsoft Excel
- **Time accounting software** — Timekeeping software
- **Word processing software** — Microsoft Word

Hot Technology — a technology requirement frequently included in employer job postings.

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Knowledge

All 7 displayed

- **Customer and Personal Service** — Knowledge of principles and processes for providing customer and personal services. This includes customer needs assessment, meeting quality standards for services, and evaluation of customer satisfaction.
- **Administration and Management** — Knowledge of business and management principles involved in strategic planning, resource allocation, human resources modeling, leadership technique, production methods, and coordination of people and resources.
- **English Language** — Knowledge of the structure and content of the English language including the meaning and spelling of words, rules of composition, and grammar.
- **Education and Training** — Knowledge of principles and methods for curriculum and training design, teaching and instruction for individuals and groups, and the measurement of training effects.
- **Personnel and Human Resources** — Knowledge of principles and procedures for personnel recruitment, selection, training, compensation and benefits, labor relations and negotiation, and personnel information systems.
- **Psychology** — Knowledge of human behavior and performance; individual differences in ability, personality, and interests; learning and motivation; psychological research methods; and the assessment and treatment of behavioral and affective disorders.
- **Clerical** — Knowledge of administrative and clerical procedures and systems such as word processing, managing files and records, stenography and transcription, designing forms, and other office procedures and terminology.

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Skills

All 20 displayed

- **Active Listening** — Giving full attention to what other people are saying, taking time to understand the points being made, asking questions as appropriate, and not interrupting at inappropriate times.
- **Critical Thinking** — Using logic and reasoning to identify the strengths and weaknesses of alternative solutions, conclusions or approaches to problems.
- **Management of Personnel Resources** — Motivating, developing, and directing people as they work, identifying the best people for the job.

- **Social Perceptiveness** — Being aware of others' reactions and understanding why they react as they do.
- **Speaking** — Talking to others to convey information effectively.
- **Coordination** — Adjusting actions in relation to others' actions.
- **Time Management** — Managing one's own time and the time of others.
- **Persuasion** — Persuading others to change their minds or behavior.
- **Reading Comprehension** — Understanding written sentences and paragraphs in work related documents.
- **Service Orientation** — Actively looking for ways to help people.
- **Complex Problem Solving** — Identifying complex problems and reviewing related information to develop and evaluate options and implement solutions.
- **Instructing** — Teaching others how to do something.
- **Judgment and Decision Making** — Considering the relative costs and benefits of potential actions to choose the most appropriate one.
- **Monitoring** — Monitoring/Assessing performance of yourself, other individuals, or organizations to make improvements or take corrective action.
- **Negotiation** — Bringing others together and trying to reconcile differences.
- **Writing** — Communicating effectively in writing as appropriate for the needs of the audience.
- **Active Learning** — Understanding the implications of new information for both current and future problem-solving and decision-making.
- **Learning Strategies** — Selecting and using training/instructional methods and procedures appropriate for the situation when learning or teaching new things.
- **Systems Analysis** — Determining how a system should work and how changes in conditions, operations, and the environment will affect outcomes.
- **Systems Evaluation** — Identifying measures or indicators of system performance and the actions needed to improve or correct performance, relative to the goals of the system.

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Abilities

All 17 displayed

- **Oral Comprehension** — The ability to listen to and understand information and ideas presented through spoken words and sentences.
- **Oral Expression** — The ability to communicate information and ideas in speaking so others will understand.
- **Problem Sensitivity** — The ability to tell when something is wrong or is likely to go wrong. It does not involve solving the problem, only recognizing there is a problem.
- **Written Comprehension** — The ability to read and understand information and ideas presented in writing.
- **Speech Clarity** — The ability to speak clearly so others can understand you.
- **Speech Recognition** — The ability to identify and understand the speech of another person.
- **Deductive Reasoning** — The ability to apply general rules to specific problems to produce answers that make sense.
- **Inductive Reasoning** — The ability to combine pieces of information to form general rules or conclusions (includes finding a relationship among seemingly unrelated events).
- **Near Vision** — The ability to see details at close range (within a few feet of the observer).
- **Written Expression** — The ability to communicate information and ideas in writing so others will understand.

- **Category Flexibility** — The ability to generate or use different sets of rules for combining or grouping things in different ways.
- **Information Ordering** — The ability to arrange things or actions in a certain order or pattern according to a specific rule or set of rules (e.g., patterns of numbers, letters, words, pictures, mathematical operations).
- **Fluency of Ideas** — The ability to come up with a number of ideas about a topic (the number of ideas is important, not their quality, correctness, or creativity).
- **Far Vision** — The ability to see details at a distance.
- **Originality** — The ability to come up with unusual or clever ideas about a given topic or situation, or to develop creative ways to solve a problem.
- **Selective Attention** — The ability to concentrate on a task over a period of time without being distracted.
- **Time Sharing** — The ability to shift back and forth between two or more activities or sources of information (such as speech, sounds, touch, or other sources).

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Work Activities

All 29 displayed

- **Making Decisions and Solving Problems** — Analyzing information and evaluating results to choose the best solution and solve problems.
- **Communicating with Supervisors, Peers, or Subordinates** — Providing information to supervisors, co-workers, and subordinates by telephone, in written form, e-mail, or in person.
- **Getting Information** — Observing, receiving, and otherwise obtaining information from all relevant sources.
- **Establishing and Maintaining Interpersonal Relationships** — Developing constructive and cooperative working relationships with others, and maintaining them over time.
- **Organizing, Planning, and Prioritizing Work** — Developing specific goals and plans to prioritize, organize, and accomplish your work.
- **Identifying Objects, Actions, and Events** — Identifying information by categorizing, estimating, recognizing differences or similarities, and detecting changes in circumstances or events.
- **Evaluating Information to Determine Compliance with Standards** — Using relevant information and individual judgment to determine whether events or processes comply with laws, regulations, or standards.
- **Performing Administrative Activities** — Performing day-to-day administrative tasks such as maintaining information files and processing paperwork.
- **Judging the Qualities of Things, Services, or People** — Assessing the value, importance, or quality of things or people.
- **Resolving Conflicts and Negotiating with Others** — Handling complaints, settling disputes, and resolving grievances and conflicts, or otherwise negotiating with others.
- **Performing for or Working Directly with the Public** — Performing for people or dealing directly with the public. This includes serving customers in restaurants and stores, and receiving clients or guests.
- **Thinking Creatively** — Developing, designing, or creating new applications, ideas, relationships, systems, or products, including artistic contributions.
- **Training and Teaching Others** — Identifying the educational needs of others, developing formal educational or training programs or classes, and teaching or instructing others.
- **Coaching and Developing Others** — Identifying the developmental needs of others and coaching, mentoring, or otherwise helping others to improve their knowledge or skills.
- **Processing Information** — Compiling, coding, categorizing, calculating, tabulating, auditing, or verifying information or data.

- **Scheduling Work and Activities** — Scheduling events, programs, and activities, as well as the work of others.
- **Assisting and Caring for Others** — Providing personal assistance, medical attention, emotional support, or other personal care to others such as coworkers, customers, or patients.
- **Interacting With Computers** — Using computers and computer systems (including hardware and software) to program, write software, set up functions, enter data, or process information.
- **Monitoring and Controlling Resources** — Monitoring and controlling resources and overseeing the spending of money.
- **Communicating with Persons Outside Organization** — Communicating with people outside the organization, representing the organization to customers, the public, government, and other external sources. This information can be exchanged in person, in writing, or by telephone or e-mail.
- **Selling or Influencing Others** — Convincing others to buy merchandise/goods or to otherwise change their minds or actions.
- **Coordinating the Work and Activities of Others** — Getting members of a group to work together to accomplish tasks.
- **Developing and Building Teams** — Encouraging and building mutual trust, respect, and cooperation among team members.
- **Documenting/Recording Information** — Entering, transcribing, recording, storing, or maintaining information in written or electronic/magnetic form.
- **Staffing Organizational Units** — Recruiting, interviewing, selecting, hiring, and promoting employees in an organization.
- **Guiding, Directing, and Motivating Subordinates** — Providing guidance and direction to subordinates, including setting performance standards and monitoring performance.
- **Monitor Processes, Materials, or Surroundings** — Monitoring and reviewing information from materials, events, or the environment, to detect or assess problems.
- **Updating and Using Relevant Knowledge** — Keeping up-to-date technically and applying new knowledge to your job.
- **Inspecting Equipment, Structures, or Material** — Inspecting equipment, structures, or materials to identify the cause of errors or other problems or defects.

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Detailed Work Activities

All 16 displayed

- Assign duties or work schedules to employees.
- Evaluate employee performance.
- Explain regulations, policies, or procedures.
- Resolve customer complaints or problems.
- Perform human resources activities.
- Train service staff.
- Inspect equipment to ensure proper functioning.
- Inspect facilities.
- Develop plans for programs or services.
- Maintain knowledge of business operations.
- Supervise service workers.
- Order materials, supplies, or equipment.
- Prepare operational reports or records.

Maintain professional knowledge or certifications.

- Promote products, services, or programs.
- Provide attraction or event information to patrons.

Find occupations related to multiple detailed work activities

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Work Context

All 25 displayed

- **Contact With Others** — 97% responded "Constant contact with others."
- **Indoors, Environmentally Controlled** — 93% responded "Every day."
- **Telephone** — 86% responded "Every day."
- **Face-to-Face Discussions** — 83% responded "Every day."
- **Work With Work Group or Team** — 74% responded "Extremely important."
- **Physical Proximity** — 49% responded "Very close (near touching)."
- **Responsibility for Outcomes and Results** — 50% responded "Very high responsibility."
- **Freedom to Make Decisions** — 49% responded "Some freedom."
- **Coordinate or Lead Others** — 45% responded "Very important."
- **Frequency of Decision Making** — 60% responded "Every day."
- **Deal With External Customers** — 63% responded "Extremely important."
- **Impact of Decisions on Co-workers or Company Results** — 43% responded "Very important results."
- **Structured versus Unstructured Work** — 66% responded "Some freedom."
- **Time Pressure** — 49% responded "Every day."
- **Importance of Being Exact or Accurate** — 46% responded "Very important."
- **Electronic Mail** — 49% responded "Every day."
- **Responsible for Others' Health and Safety** — 50% responded "High responsibility."
- **Frequency of Conflict Situations** — 41% responded "Once a week or more but not every day."
- **Spend Time Standing** — 45% responded "About half the time."
- **Letters and Memos** — 34% responded "Once a week or more but not every day."
- **Importance of Repeating Same Tasks** — 42% responded "Very important."
- **Deal With Unpleasant or Angry People** — 44% responded "Once a week or more but not every day."
- **Duration of Typical Work Week** — 43% responded "More than 40 hours."
- **Level of Competition** — 41% responded "Slightly competitive."
- **Spend Time Walking and Running** — 44% responded "About half the time."

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Job Zone

Title	Job Zone Three: Medium Preparation Needed
Education	Most occupations in this zone require training in vocational schools, related on-the-job experience, or an associate's degree.
Related Experience	Previous work-related skill, knowledge, or experience is required for these occupations. For example, an electrician must have completed three or four years of

apprenticeship or several years of vocational training, and often must have passed a licensing exam, in order to perform the job.

Job Training Employees in these occupations usually need one or two years of training involving both on-the-job experience and informal training with experienced workers. A recognized apprenticeship program may be associated with these occupations.

Job Zone Examples These occupations usually involve using communication and organizational skills to coordinate, supervise, manage, or train others to accomplish goals. Examples include hydroelectric production managers, travel guides, electricians, agricultural technicians, barbers, court reporters, and medical assistants.

SVP Range (6.0 to < 7.0)

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Education

Percentage of Respondents	Education Level Required
34	Bachelor's degree
22	Post-secondary certificate
17	Less than high school diploma

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Credentials

Find Training | Find Certifications | Find Licenses | APPRENTICESHIP.GOV

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Interests

All 3 displayed

Interest code: **ECS** Want to discover your interests? Take the O*NET Interest Profiler at My Next Move.

- **Enterprising** — Enterprising occupations frequently involve starting up and carrying out projects. These occupations can involve leading people and making many decisions. Sometimes they require risk taking and often deal with business.
- **Conventional** — Conventional occupations frequently involve following set procedures and routines. These occupations can include working with data and details more than with ideas. Usually there is a clear line of authority to follow.
- **Social** — Social occupations frequently involve working with, communicating with, and teaching people. These occupations often involve helping or providing service to others.

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Work Styles

All 16 displayed

- **Dependability** — Job requires being reliable, responsible, and dependable, and fulfilling obligations.
- **Attention to Detail** — Job requires being careful about detail and thorough in completing work tasks.

Concern for Others — Job requires being sensitive to others' needs and feelings and being understanding and helpful on the job.

- **Integrity** — Job requires being honest and ethical.
- **Self Control** — Job requires maintaining composure, keeping emotions in check, controlling anger, and avoiding aggressive behavior, even in very difficult situations.
- **Cooperation** — Job requires being pleasant with others on the job and displaying a good-natured, cooperative attitude.
- **Independence** — Job requires developing one's own ways of doing things, guiding oneself with little or no supervision, and depending on oneself to get things done.
- **Social Orientation** — Job requires preferring to work with others rather than alone, and being personally connected with others on the job.
- **Stress Tolerance** — Job requires accepting criticism and dealing calmly and effectively with high stress situations.
- **Adaptability/Flexibility** — Job requires being open to change (positive or negative) and to considerable variety in the workplace.
- **Leadership** — Job requires a willingness to lead, take charge, and offer opinions and direction.
- **Initiative** — Job requires a willingness to take on responsibilities and challenges.
- **Innovation** — Job requires creativity and alternative thinking to develop new ideas for and answers to work-related problems.
- **Analytical Thinking** — Job requires analyzing information and using logic to address work-related issues and problems.
- **Achievement/Effort** — Job requires establishing and maintaining personally challenging achievement goals and exerting effort toward mastering tasks.
- **Persistence** — Job requires persistence in the face of obstacles.

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Work Values

All 3 displayed

- **Relationships** — Occupations that satisfy this work value allow employees to provide service to others and work with co-workers in a friendly non-competitive environment. Corresponding needs are Co-workers, Moral Values and Social Service.
- **Independence** — Occupations that satisfy this work value allow employees to work on their own and make decisions. Corresponding needs are Creativity, Responsibility and Autonomy.
- **Support** — Occupations that satisfy this work value offer supportive management that stands behind employees. Corresponding needs are Company Policies, Supervision: Human Relations and Supervision: Technical.

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Related Occupations

All 10 displayed

11-1021.00	General and Operations Managers	Green
11-9051.00	Food Service Managers	
11-9071.00	Gaming Managers	
21-1093.00	Social and Human Service Assistants	
29-1125.00	Recreational Therapists	
39-4031.00	Morticians, Undertakers, and Funeral Directors	

39-9032.00	Recreation Workers	
39-9041.00	Residential Advisors	**Bright Outlook**
43-1011.00	First-Line Supervisors of Office and Administrative Support Workers	
53-1021.00	First-Line Supervisors of Helpers, Laborers, and Material Movers, Hand	

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Wages & Employment Trends

Median wages (2017) $18.01 hourly, $37,450 annual

State wages Local Salary Info

Employment (2016) 276,000 employees

Projected growth (2016-2026) ▬ Much faster than average (15% or higher)

Projected job openings (2016-2026) 31,600

State trends Employment Trends

Top industries (2016) Health Care and Social Assistance
Other Services (Except Public Administration)

Source: Bureau of Labor Statistics 2017 wage data and 2016-2026 employment projections. "Projected growth" represents the estimated change in total employment over the projections period (2016-2026). "Projected job openings" represent openings due to growth and replacement.

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Job Openings on the Web

Find Jobs

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O*NET OnLine

Details Report for:

39-1021.00 - First-Line Supervisors of Personal Service Workers

Updated 2018

Bright Outlook

Directly supervise and coordinate activities of personal service workers, such as flight attendants, hairdressers, or caddies.

Sample of reported job titles: Adult Family Home Program Manager, Caddymaster, Community Life Director, Direct Care Supervisor, Hair Salon Manager, Hotel Services Supervisor, Recreation Coordinator, Resident Care Supervisor, Residential Assistant, Salon Manager

Also see: Spa Managers

View report: Summary | Details | Custom

Tasks | Technology Skills | Tools Used | Knowledge | Skills | Abilities | Work Activities | Detailed Work Activities | Work Context | Job Zone | Education | Credentials | Interests | Work Styles | Work Values | Related Occupations | Wages & Employment | Job Openings

Tasks

Save Table (XLS/CSV)

All 17 displayed (17 important)

Importance	Category	Task
89	Core	Assign work schedules, following work requirements, to ensure quality and timely delivery of service.
84	Core	Observe and evaluate workers' appearance and performance to ensure quality service and compliance with specifications.
83	Core	Train workers in proper operational procedures and functions and explain company policies.
83	Core	Resolve customer complaints regarding worker performance or services rendered.
83	Core	Recruit and hire staff members.
81	Core	Inspect work areas or operating equipment to ensure conformance to established standards in areas such as cleanliness or maintenance.
80	Core	Collaborate with staff members to plan or develop programs of events, schedules of activities, or menus.
79	Core	Meet with managers or other supervisors to stay informed of changes affecting operations.
77	Core	Direct or coordinate the activities of workers, such as flight attendants, hotel staff, or hair stylists.
77	Core	Take disciplinary action to address performance problems.
76	Core	Apply customer feedback to service improvement efforts.
75	Core	Requisition necessary supplies, equipment, or services.
73	Core	Analyze and record personnel or operational data and write related activity reports.

72	Core	Participate in continuing education to stay abreast of industry trends and developments.
70	Core	Furnish customers with information on events or activities.
68	Core	Inform workers about interests or special needs of specific groups.
72	Supplemental	Direct marketing, advertising, or other customer recruitment efforts.

Find occupations related to multiple tasks

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Technology Skills

Save Table (XLS/CSV)

All 10 displayed

- **Calendar and scheduling software** — Work scheduling software
- **Electronic mail software** — Microsoft Outlook
- **Internet browser software** — Web browser software
- **Inventory management software** — Inventory management systems
- **Office suite software** — Microsoft Office
- **Point of sale POS software**
- **Presentation software** — Microsoft PowerPoint
- **Spreadsheet software** — Microsoft Excel
- **Time accounting software** — Timekeeping software
- **Word processing software** — Microsoft Word

Hot Technology — a technology requirement frequently included in employer job postings.

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Tools Used

Save Table (XLS/CSV)

All 7 displayed

- **Automated external defibrillators AED or hard paddles** — Automated external defibrillators AED
- **Desktop computers**
- **Laser printers** — Computer laser printers
- **Notebook computers** — Laptop computers
- **Personal computers**
- **Photocopiers** — Photocopying equipment
- **Special purpose telephones** — Multi-line telephone systems

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Knowledge

Save Table (XLS/CSV)

All 33 displayed (7 important)

Importance	Knowledge
92	**Customer and Personal Service** — Knowledge of principles and processes for providing customer and personal services. This includes customer needs assessment, meeting quality standards for services, and evaluation of customer satisfaction.

71 **Administration and Management** — Knowledge of business and management principles involved in strategic planning, resource allocation, human resources modeling, leadership technique, production methods, and coordination of people and resources.

71 **English Language** — Knowledge of the structure and content of the English language including the meaning and spelling of words, rules of composition, and grammar.

63 **Education and Training** — Knowledge of principles and methods for curriculum and training design, teaching and instruction for individuals and groups, and the measurement of training effects.

62 **Personnel and Human Resources** — Knowledge of principles and procedures for personnel recruitment, selection, training, compensation and benefits, labor relations and negotiation, and personnel information systems.

55 **Psychology** — Knowledge of human behavior and performance; individual differences in ability, personality, and interests; learning and motivation; psychological research methods; and the assessment and treatment of behavioral and affective disorders.

53 **Clerical** — Knowledge of administrative and clerical procedures and systems such as word processing, managing files and records, stenography and transcription, designing forms, and other office procedures and terminology.

49 **Sales and Marketing** — Knowledge of principles and methods for showing, promoting, and selling products or services. This includes marketing strategy and tactics, product demonstration, sales techniques, and sales control systems.

47 **Mathematics** — Knowledge of arithmetic, algebra, geometry, calculus, statistics, and their applications.

45 **Public Safety and Security** — Knowledge of relevant equipment, policies, procedures, and strategies to promote effective local, state, or national security operations for the protection of people, data, property, and institutions.

44 **Economics and Accounting** — Knowledge of economic and accounting principles and practices, the financial markets, banking and the analysis and reporting of financial data.

36 **Communications and Media** — Knowledge of media production, communication, and dissemination techniques and methods. This includes alternative ways to inform and entertain via written, oral, and visual media.

36 **Sociology and Anthropology** — Knowledge of group behavior and dynamics, societal trends and influences, human migrations, ethnicity, cultures and their history and origins.

34 **Computers and Electronics** — Knowledge of circuit boards, processors, chips, electronic equipment, and computer hardware and software, including applications and programming.

32 **Philosophy and Theology** — Knowledge of different philosophical systems and religions. This includes their basic principles, values, ethics, ways of thinking, customs, practices, and their impact on human culture.

31 **Law and Government** — Knowledge of laws, legal codes, court procedures, precedents, government regulations, executive orders, agency rules, and the democratic political process.

30 **Therapy and Counseling** — Knowledge of principles, methods, and procedures for diagnosis, treatment, and rehabilitation of physical and mental dysfunctions, and for career counseling and guidance.

29 **Chemistry** — Knowledge of the chemical composition, structure, and properties of substances and of the chemical processes and transformations that they undergo. This

includes uses of chemicals and their interactions, danger signs, production techniques, and disposal methods.

27 **Mechanical** — Knowledge of machines and tools, including their designs, uses, repair, and maintenance.

25 **Transportation** — Knowledge of principles and methods for moving people or goods by air, rail, sea, or road, including the relative costs and benefits.

24 **Telecommunications** — Knowledge of transmission, broadcasting, switching, control, and operation of telecommunications systems.

23 **Medicine and Dentistry** — Knowledge of the information and techniques needed to diagnose and treat human injuries, diseases, and deformities. This includes symptoms, treatment alternatives, drug properties and interactions, and preventive health-care measures.

16 **Production and Processing** — Knowledge of raw materials, production processes, quality control, costs, and other techniques for maximizing the effective manufacture and distribution of goods.

14 **Building and Construction** — Knowledge of materials, methods, and the tools involved in the construction or repair of houses, buildings, or other structures such as highways and roads.

14 **Design** — Knowledge of design techniques, tools, and principles involved in production of precision technical plans, blueprints, drawings, and models.

12 **Biology** — Knowledge of plant and animal organisms, their tissues, cells, functions, interdependencies, and interactions with each other and the environment.

11 **Fine Arts** — Knowledge of the theory and techniques required to compose, produce, and perform works of music, dance, visual arts, drama, and sculpture.

11 **Geography** — Knowledge of principles and methods for describing the features of land, sea, and air masses, including their physical characteristics, locations, interrelationships, and distribution of plant, animal, and human life.

10 **Engineering and Technology** — Knowledge of the practical application of engineering science and technology. This includes applying principles, techniques, procedures, and equipment to the design and production of various goods and services.

9 **Foreign Language** — Knowledge of the structure and content of a foreign (non-English) language including the meaning and spelling of words, rules of composition and grammar, and pronunciation.

9 **Physics** — Knowledge and prediction of physical principles, laws, their interrelationships, and applications to understanding fluid, material, and atmospheric dynamics, and mechanical, electrical, atomic and sub- atomic structures and processes.

5 **Food Production** — Knowledge of techniques and equipment for planting, growing, and harvesting food products (both plant and animal) for consumption, including storage/handling techniques.

3 **History and Archeology** — Knowledge of historical events and their causes, indicators, and effects on civilizations and cultures.

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Skills Save Table (XLS/CSV)

All 35 displayed (20 important)

Importance	Skill
72	**Active Listening** — Giving full attention to what other people are saying, taking time to understand the points being made, asking questions as appropriate, and not interrupting at inappropriate times.
72	**Critical Thinking** — Using logic and reasoning to identify the strengths and weaknesses of alternative solutions, conclusions or approaches to problems.
69	**Management of Personnel Resources** — Motivating, developing, and directing people as they work, identifying the best people for the job.
69	**Social Perceptiveness** — Being aware of others' reactions and understanding why they react as they do.
69	**Speaking** — Talking to others to convey information effectively.
66	**Coordination** — Adjusting actions in relation to others' actions.
66	**Time Management** — Managing one's own time and the time of others.
63	**Persuasion** — Persuading others to change their minds or behavior.
63	**Reading Comprehension** — Understanding written sentences and paragraphs in work related documents.
63	**Service Orientation** — Actively looking for ways to help people.
60	**Complex Problem Solving** — Identifying complex problems and reviewing related information to develop and evaluate options and implement solutions.
60	**Instructing** — Teaching others how to do something.
60	**Judgment and Decision Making** — Considering the relative costs and benefits of potential actions to choose the most appropriate one.
56	**Monitoring** — Monitoring/Assessing performance of yourself, other individuals, or organizations to make improvements or take corrective action.
53	**Negotiation** — Bringing others together and trying to reconcile differences.
53	**Writing** — Communicating effectively in writing as appropriate for the needs of the audience.
50	**Active Learning** — Understanding the implications of new information for both current and future problem-solving and decision-making.
50	**Learning Strategies** — Selecting and using training/instructional methods and procedures appropriate for the situation when learning or teaching new things.
50	**Systems Analysis** — Determining how a system should work and how changes in conditions, operations, and the environment will affect outcomes.
50	**Systems Evaluation** — Identifying measures or indicators of system performance and the actions needed to improve or correct performance, relative to the goals of the system.
44	**Quality Control Analysis** — Conducting tests and inspections of products, services, or processes to evaluate quality or performance.
35	**Operation Monitoring** — Watching gauges, dials, or other indicators to make sure a machine is working properly.
31	**Management of Material Resources** — Obtaining and seeing to the appropriate use of equipment, facilities, and materials needed to do certain work.
28	**Mathematics** — Using mathematics to solve problems.
25	

Management of Financial Resources — Determining how money will be spent to get the work done, and accounting for these expenditures.

22 **Troubleshooting** — Determining causes of operating errors and deciding what to do about it.

19 **Operations Analysis** — Analyzing needs and product requirements to create a design.

16 **Technology Design** — Generating or adapting equipment and technology to serve user needs.

13 **Operation and Control** — Controlling operations of equipment or systems.

13 **Science** — Using scientific rules and methods to solve problems.

10 **Programming** — Writing computer programs for various purposes.

0 **Equipment Maintenance** — Performing routine maintenance on equipment and determining when and what kind of maintenance is needed.

0 **Equipment Selection** — Determining the kind of tools and equipment needed to do a job.

0 **Installation** — Installing equipment, machines, wiring, or programs to meet specifications.

0 **Repairing** — Repairing machines or systems using the needed tools.

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Abilities

Save Table (XLS/CSV)

All 52 displayed (17 important)

Importance	Ability
75	**Oral Comprehension** — The ability to listen to and understand information and ideas presented through spoken words and sentences.
75	**Oral Expression** — The ability to communicate information and ideas in speaking so others will understand.
72	**Problem Sensitivity** — The ability to tell when something is wrong or is likely to go wrong. It does not involve solving the problem, only recognizing there is a problem.
72	**Written Comprehension** — The ability to read and understand information and ideas presented in writing.
69	**Speech Clarity** — The ability to speak clearly so others can understand you.
66	**Speech Recognition** — The ability to identify and understand the speech of another person.
63	**Deductive Reasoning** — The ability to apply general rules to specific problems to produce answers that make sense.
60	**Inductive Reasoning** — The ability to combine pieces of information to form general rules or conclusions (includes finding a relationship among seemingly unrelated events).
60	**Near Vision** — The ability to see details at close range (within a few feet of the observer).
60	**Written Expression** — The ability to communicate information and ideas in writing so others will understand.
56	

Category Flexibility — The ability to generate or use different sets of rules for combining or grouping things in different ways.

56 **Information Ordering** — The ability to arrange things or actions in a certain order or pattern according to a specific rule or set of rules (e.g., patterns of numbers, letters, words, pictures, mathematical operations).

53 **Fluency of Ideas** — The ability to come up with a number of ideas about a topic (the number of ideas is important, not their quality, correctness, or creativity).

50 **Far Vision** — The ability to see details at a distance.

50 **Originality** — The ability to come up with unusual or clever ideas about a given topic or situation, or to develop creative ways to solve a problem.

50 **Selective Attention** — The ability to concentrate on a task over a period of time without being distracted.

50 **Time Sharing** — The ability to shift back and forth between two or more activities or sources of information (such as speech, sounds, touch, or other sources).

47 **Perceptual Speed** — The ability to quickly and accurately compare similarities and differences among sets of letters, numbers, objects, pictures, or patterns. The things to be compared may be presented at the same time or one after the other. This ability also includes comparing a presented object with a remembered object.

47 **Trunk Strength** — The ability to use your abdominal and lower back muscles to support part of the body repeatedly or continuously over time without 'giving out' or fatiguing.

41 **Flexibility of Closure** — The ability to identify or detect a known pattern (a figure, object, word, or sound) that is hidden in other distracting material.

38 **Auditory Attention** — The ability to focus on a single source of sound in the presence of other distracting sounds.

35 **Arm-Hand Steadiness** — The ability to keep your hand and arm steady while moving your arm or while holding your arm and hand in one position.

35 **Finger Dexterity** — The ability to make precisely coordinated movements of the fingers of one or both hands to grasp, manipulate, or assemble very small objects.

35 **Visualization** — The ability to imagine how something will look after it is moved around or when its parts are moved or rearranged.

31 **Hearing Sensitivity** — The ability to detect or tell the differences between sounds that vary in pitch and loudness.

31 **Manual Dexterity** — The ability to quickly move your hand, your hand together with your arm, or your two hands to grasp, manipulate, or assemble objects.

31 **Memorization** — The ability to remember information such as words, numbers, pictures, and procedures.

31 **Speed of Closure** — The ability to quickly make sense of, combine, and organize information into meaningful patterns.

28 **Extent Flexibility** — The ability to bend, stretch, twist, or reach with your body, arms, and/or legs.

28 **Mathematical Reasoning** — The ability to choose the right mathematical methods or formulas to solve a problem.

28 **Number Facility** — The ability to add, subtract, multiply, or divide quickly and correctly.

25 **Dynamic Strength** — The ability to exert muscle force repeatedly or continuously over time. This involves muscular endurance and resistance to muscle fatigue.

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25 **Multilimb Coordination** — The ability to coordinate two or more limbs (for example, two arms, two legs, or one leg and one arm) while sitting, standing, or lying down. It does not involve performing the activities while the whole body is in motion.

25 **Stamina** — The ability to exert yourself physically over long periods of time without getting winded or out of breath.

25 **Static Strength** — The ability to exert maximum muscle force to lift, push, pull, or carry objects.

25 **Visual Color Discrimination** — The ability to match or detect differences between colors, including shades of color and brightness.

25 **Wrist-Finger Speed** — The ability to make fast, simple, repeated movements of the fingers, hands, and wrists.

22 **Gross Body Coordination** — The ability to coordinate the movement of your arms, legs, and torso together when the whole body is in motion.

16 **Depth Perception** — The ability to judge which of several objects is closer or farther away from you, or to judge the distance between you and an object.

16 **Gross Body Equilibrium** — The ability to keep or regain your body balance or stay upright when in an unstable position.

13 **Explosive Strength** — The ability to use short bursts of muscle force to propel oneself (as in jumping or sprinting), or to throw an object.

10 **Control Precision** — The ability to quickly and repeatedly adjust the controls of a machine or a vehicle to exact positions.

6 **Glare Sensitivity** — The ability to see objects in the presence of glare or bright lighting.

6 **Night Vision** — The ability to see under low light conditions.

6 **Rate Control** — The ability to time your movements or the movement of a piece of equipment in anticipation of changes in the speed and/or direction of a moving object or scene.

6 **Response Orientation** — The ability to choose quickly between two or more movements in response to two or more different signals (lights, sounds, pictures). It includes the speed with which the correct response is started with the hand, foot, or other body part.

6 **Sound Localization** — The ability to tell the direction from which a sound originated.

6 **Speed of Limb Movement** — The ability to quickly move the arms and legs.

3 **Peripheral Vision** — The ability to see objects or movement of objects to one's side when the eyes are looking ahead.

3 **Reaction Time** — The ability to quickly respond (with the hand, finger, or foot) to a signal (sound, light, picture) when it appears.

3 **Spatial Orientation** — The ability to know your location in relation to the environment or to know where other objects are in relation to you.

0 **Dynamic Flexibility** — The ability to quickly and repeatedly bend, stretch, twist, or reach out with your body, arms, and/or legs.

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Work Activities

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All 41 displayed (29 important)

Importance	Work Activity
89	**Making Decisions and Solving Problems** — Analyzing information and evaluating results to choose the best solution and solve problems.
87	**Communicating with Supervisors, Peers, or Subordinates** — Providing information to supervisors, co-workers, and subordinates by telephone, in written form, e-mail, or in person.
87	**Getting Information** — Observing, receiving, and otherwise obtaining information from all relevant sources.
83	**Establishing and Maintaining Interpersonal Relationships** — Developing constructive and cooperative working relationships with others, and maintaining them over time.
78	**Organizing, Planning, and Prioritizing Work** — Developing specific goals and plans to prioritize, organize, and accomplish your work.
77	**Identifying Objects, Actions, and Events** — Identifying information by categorizing, estimating, recognizing differences or similarities, and detecting changes in circumstances or events.
75	**Evaluating Information to Determine Compliance with Standards** — Using relevant information and individual judgment to determine whether events or processes comply with laws, regulations, or standards.
71	**Performing Administrative Activities** — Performing day-to-day administrative tasks such as maintaining information files and processing paperwork.
67	**Judging the Qualities of Things, Services, or People** — Assessing the value, importance, or quality of things or people.
67	**Resolving Conflicts and Negotiating with Others** — Handling complaints, settling disputes, and resolving grievances and conflicts, or otherwise negotiating with others.
65	**Performing for or Working Directly with the Public** — Performing for people or dealing directly with the public. This includes serving customers in restaurants and stores, and receiving clients or guests.
65	**Thinking Creatively** — Developing, designing, or creating new applications, ideas, relationships, systems, or products, including artistic contributions.
65	**Training and Teaching Others** — Identifying the educational needs of others, developing formal educational or training programs or classes, and teaching or instructing others.
64	**Coaching and Developing Others** — Identifying the developmental needs of others and coaching, mentoring, or otherwise helping others to improve their knowledge or skills.
64	**Processing Information** — Compiling, coding, categorizing, calculating, tabulating, auditing, or verifying information or data.
64	**Scheduling Work and Activities** — Scheduling events, programs, and activities, as well as the work of others.
62	**Assisting and Caring for Others** — Providing personal assistance, medical attention, emotional support, or other personal care to others such as coworkers, customers, or patients.
62	**Interacting With Computers** — Using computers and computer systems (including hardware and software) to program, write software, set up functions, enter data, or process information.
61	**Monitoring and Controlling Resources** — Monitoring and controlling resources and overseeing the spending of money.

60 **Communicating with Persons Outside Organization** — Communicating with people outside the organization, representing the organization to customers, the public, government, and other external sources. This information can be exchanged in person, in writing, or by telephone or e-mail.

58 **Selling or Influencing Others** — Convincing others to buy merchandise/goods or to otherwise change their minds or actions.

57 **Coordinating the Work and Activities of Others** — Getting members of a group to work together to accomplish tasks.

57 **Developing and Building Teams** — Encouraging and building mutual trust, respect, and cooperation among team members.

57 **Documenting/Recording Information** — Entering, transcribing, recording, storing, or maintaining information in written or electronic/magnetic form.

57 **Staffing Organizational Units** — Recruiting, interviewing, selecting, hiring, and promoting employees in an organization.

56 **Guiding, Directing, and Motivating Subordinates** — Providing guidance and direction to subordinates, including setting performance standards and monitoring performance.

56 **Monitor Processes, Materials, or Surroundings** — Monitoring and reviewing information from materials, events, or the environment, to detect or assess problems.

56 **Updating and Using Relevant Knowledge** — Keeping up-to-date technically and applying new knowledge to your job.

54 **Inspecting Equipment, Structures, or Material** — Inspecting equipment, structures, or materials to identify the cause of errors or other problems or defects.

47 **Interpreting the Meaning of Information for Others** — Translating or explaining what information means and how it can be used.

42 **Performing General Physical Activities** — Performing physical activities that require considerable use of your arms and legs and moving your whole body, such as climbing, lifting, balancing, walking, stooping, and handling of materials.

41 **Developing Objectives and Strategies** — Establishing long-range objectives and specifying the strategies and actions to achieve them.

41 **Handling and Moving Objects** — Using hands and arms in handling, installing, positioning, and moving materials, and manipulating things.

39 **Provide Consultation and Advice to Others** — Providing guidance and expert advice to management or other groups on technical, systems-, or process-related topics.

37 **Analyzing Data or Information** — Identifying the underlying principles, reasons, or facts of information by breaking down information or data into separate parts.

37 **Estimating the Quantifiable Characteristics of Products, Events, or Information** — Estimating sizes, distances, and quantities; or determining time, costs, resources, or materials needed to perform a work activity.

31 **Controlling Machines and Processes** — Using either control mechanisms or direct physical activity to operate machines or processes (not including computers or vehicles).

29 **Repairing and Maintaining Mechanical Equipment** — Servicing, repairing, adjusting, and testing machines, devices, moving parts, and equipment that operate primarily on the basis of mechanical (not electronic) principles.

28 **Operating Vehicles, Mechanized Devices, or Equipment** — Running, maneuvering, navigating, or driving vehicles or mechanized equipment, such as forklifts, passenger vehicles, aircraft, or water craft.

28 **Repairing and Maintaining Electronic Equipment** — Servicing, repairing, calibrating, regulating, fine-tuning, or testing machines, devices, and equipment that operate primarily on the basis of electrical or electronic (not mechanical) principles.

12 **Drafting, Laying Out, and Specifying Technical Devices, Parts, and Equipment** — Providing documentation, detailed instructions, drawings, or specifications to tell others about how devices, parts, equipment, or structures are to be fabricated, constructed, assembled, modified, maintained, or used.

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Detailed Work Activities

Save Table (XLS/CSV)

All 16 displayed

- Assign duties or work schedules to employees.
- Evaluate employee performance.
- Explain regulations, policies, or procedures.
- Resolve customer complaints or problems.
- Perform human resources activities.
- Train service staff.
- Inspect equipment to ensure proper functioning.
- Inspect facilities.
- Develop plans for programs or services.
- Maintain knowledge of business operations.
- Supervise service workers.
- Order materials, supplies, or equipment.
- Prepare operational reports or records.
- Maintain professional knowledge or certifications.
- Promote products, services, or programs.
- Provide attraction or event information to patrons.

Find occupations related to multiple detailed work activities

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Work Context

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Work Context	Percentage of Top Responses
Contact With Others — How much does this job require the worker to be in contact with others (face-to-face, by telephone, or otherwise) in order to perform it?	97 Constant contact with others
Indoors, Environmentally Controlled — How often does this job require working indoors in environmentally controlled conditions?	93 Every day
Telephone — How often do you have telephone conversations in this job?	86 Every day

- **Face-to-Face Discussions** — How often do you have to have face-to-face discussions with individuals or teams in this job?
  - 83 Every day
  - 13 Once a month or more but not every week
- **Work With Work Group or Team** — How important is it to work with others in a group or team in this job?
  - 74 Extremely important
  - 21 Very important
- **Physical Proximity** — To what extent does this job require the worker to perform job tasks in close physical proximity to other people?
  - 49 Very close (near touching)
  - 49 Moderately close (at arm's length)
- **Responsibility for Outcomes and Results** — How responsible is the worker for work outcomes and results of other workers?
  - 50 Very high responsibility
  - 45 High responsibility
- **Freedom to Make Decisions** — How much decision making freedom, without supervision, does the job offer?
  - 45 A lot of freedom
  - 49 Some freedom
- **Coordinate or Lead Others** — How important is it to coordinate or lead others in accomplishing work activities in this job?
  - 43 Extremely important
  - 45 Very important
  - 12 Important
- **Frequency of Decision Making** — How frequently is the worker required to make decisions that affect other people, the financial resources, and/or the image and reputation of the organization?
  - 60 Every day
  - 22 Once a week or more but not every day
  - 11 Once a year or more but not every month
- **Deal With External Customers** — How important is it to work with external customers or the public in this job?
  - 63 Extremely important
  - 26 Very important
  - 11 Not important at all
- **Impact of Decisions on Co-workers or Company Results** — What results do your decisions usually have on other people or the image or reputation or financial resources of your employer?
  - 43 Very important results
  - 40 Important results
  - 11 Minor results
- **Structured versus Unstructured Work** — To what extent is this job structured for the worker, rather than allowing the worker to determine tasks, priorities, and goals?
  - 24 A lot of freedom
  - 66 Some freedom
- **Time Pressure** — How often does this job require the worker to meet strict deadlines?
  - 49 Every day
  - 17 Once a week or more but not every day
  - 31 Once a month or more but not every week
- **Importance of Being Exact or Accurate** — How important is being very exact or highly accurate in performing this job?
  - 23 Extremely important
  - 46 Very important
  - 25 Important
- **Electronic Mail** — How often do you use electronic mail in this job?
  - 49 Every day
  - 21 Once a week or more but not every day
  - 17 Once a year or more but not every month

12 Never

- **Responsible for Others' Health and Safety** — How much responsibility is there for the health and safety of others in this job?
  - 18 Very high responsibility
  - 50 High responsibility
  - 19 Moderate responsibility
  - 14 Limited responsibility
- **Frequency of Conflict Situations** — How often are there conflict situations the employee has to face in this job?
  - 13 Every day
  - 41 Once a week or more but not every day
  - 37 Once a month or more but not every week
- **Spend Time Standing** — How much does this job require standing?
  - 39 Continually or almost continually
  - 45 About half the time
- **Letters and Memos** — How often does the job require written letters and memos?
  - 19 Every day
  - 34 Once a week or more but not every day
  - 24 Once a month or more but not every week
  - 11 Once a year or more but not every month
  - 11 Never
- **Importance of Repeating Same Tasks** — How important is repeating the same physical activities (e.g., key entry) or mental activities (e.g., checking entries in a ledger) over and over, without stopping, to performing this job?
  - 13 Extremely important
  - 42 Very important
  - 17 Important
  - 24 Fairly important
- **Deal With Unpleasant or Angry People** — How frequently does the worker have to deal with unpleasant, angry, or discourteous individuals as part of the job requirements?
  - 44 Once a week or more but not every day
  - 18 Once a month or more but not every week
  - 35 Once a year or more but not every month
- **Duration of Typical Work Week** — Number of hours typically worked in one week.
  - 43 More than 40 hours
  - 18 40 hours
  - 38 Less than 40 hours
- **Level of Competition** — To what extent does this job require the worker to compete or to be aware of competitive pressures?
  - 26 Extremely competitive
  - 11 Highly competitive
  - 14 Moderately competitive
  - 41 Slightly competitive
- **Spend Time Walking and Running** — How much does this job require walking and running?
  - 16 Continually or almost continually
  - 44 About half the time
  - 20 Less than half the time
  - 11 Never
- **Public Speaking** — How often do you have to perform public speaking in this job?
  - 22 Every day
  - 27 Once a month or more but not every week
  - 30 Once a year or more but not every month
  - 13 Never
- **Sounds, Noise Levels Are Distracting or Uncomfortable** — How often does this job require working exposed to sounds and noise levels that are distracting or uncomfortable?
  - 13 Every day
  - 36 Once a week or more but not every day
  - 27 Once a year or more but not every month
  - 23 Never
- **Spend Time Bending or Twisting the Body** — How much does this job require bending or twisting your body?
  - 20 Continually or almost continually
  - 23 About half the time
  - 31 Less than half the time
  - 18 Never
- 33 Continually or almost continually

Spend Time Making Repetitive Motions — How much does this job require making repetitive motions?

19 Less than half the time
40 Never

Consequence of Error — How serious would the result usually be if the worker made a mistake that was not readily correctable?

25 Very serious
17 Serious
39 Fairly serious
18 Not serious at all

Spend Time Using Your Hands to Handle, Control, or Feel Objects, Tools, or Controls — How much does this job require using your hands to handle, control, or feel objects, tools or controls?

20 Continually or almost continually
29 Less than half the time
42 Never

Spend Time Sitting — How much does this job require sitting?

12 More than half the time
29 About half the time
27 Less than half the time
29 Never

Wear Common Protective or Safety Equipment such as Safety Shoes, Glasses, Gloves, Hearing Protection, Hard Hats, or Life Jackets — How much does this job require wearing common protective or safety equipment such as safety shoes, glasses, gloves, hard hats or life jackets?

18 Every day
16 Once a week or more but not every day
60 Never

Exposed to Disease or Infections — How often does this job require exposure to disease/infections?

24 Once a week or more but not every day
14 Once a year or more but not every month
52 Never

Degree of Automation — How automated is the job?

20 Highly automated
21 Slightly automated
55 Not at all automated

Exposed to Contaminants — How often does this job require working exposed to contaminants (such as pollutants, gases, dust or odors)?

12 Every day
76 Never

Deal With Physically Aggressive People — How frequently does this job require the worker to deal with physical aggression of violent individuals?

17 Once a month or more but not every week
15 Once a year or more but not every month
64 Never

Outdoors, Exposed to Weather — How often does this job require working outdoors, exposed to all weather conditions?

15 Once a year or more but not every month
70 Never

Spend Time Kneeling, Crouching, Stooping, or Crawling — How much does this job require kneeling, crouching, stooping or crawling?

48 Less than half the time
44 Never

Spend Time Keeping or Regaining Balance — How much does this job require keeping or regaining your balance?

12 Continually or almost continually
13 Less than half the time
75 Never

- **Extremely Bright or Inadequate Lighting** — How often does this job require working in extremely bright or inadequate lighting conditions?
  - 12 Once a year or more but not every month
  - 75 Never
- **Exposed to Minor Burns, Cuts, Bites, or Stings** — How often does this job require exposure to minor burns, cuts, bites, or stings?
  - 81 Never
- **Very Hot or Cold Temperatures** — How often does this job require working in very hot (above 90 F degrees) or very cold (below 32 F degrees) temperatures?
  - 80 Never
- **In an Enclosed Vehicle or Equipment** — How often does this job require working in a closed vehicle or equipment (e.g., car)?
  - 84 Never
- **Exposed to Hazardous Equipment** — How often does this job require exposure to hazardous equipment?
  - 22 Once a year or more but not every month
  - 76 Never
- **Exposed to Hazardous Conditions** — How often does this job require exposure to hazardous conditions?
  - 92 Never
- **Indoors, Not Environmentally Controlled** — How often does this job require working indoors in non-controlled environmental conditions (e.g., warehouse without heat)?
  - 13 Once a year or more but not every month
  - 84 Never
- **In an Open Vehicle or Equipment** — How often does this job require working in an open vehicle or equipment (e.g., tractor)?
  - 95 Never
- **Outdoors, Under Cover** — How often does this job require working outdoors, under cover (e.g., structure with roof but no walls)?
  - 92 Never
- **Cramped Work Space, Awkward Positions** — How often does this job require working in cramped work spaces that requires getting into awkward positions?
  - 90 Never
- **Pace Determined by Speed of Equipment** — How important is it to this job that the pace is determined by the speed of equipment or machinery? (This does not refer to keeping busy at all times on this job.)
  - 93 Not important at all
- **Work Schedules** — How regular are the work schedules for this job?
  - 94 Regular (established routine, set schedule)
-
  - 94 Never

Exposed to High Places — How often does this job require exposure to high places?

- **Spend Time Climbing Ladders, Scaffolds, or Poles** — How much does this job require climbing ladders, scaffolds, or poles? — 93 Never
- **Exposed to Radiation** — How often does this job require exposure to radiation? — 100 Never
- **Exposed to Whole Body Vibration** — How often does this job require exposure to whole body vibration (e.g., operate a jackhammer)? — 100 Never
- **Wear Specialized Protective or Safety Equipment such as Breathing Apparatus, Safety Harness, Full Protection Suits, or Radiation Protection** — How much does this job require wearing specialized protective or safety equipment such as breathing apparatus, safety harness, full protection suits, or radiation protection? — 100 Never

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Job Zone

Save Table (XLS/CSV)

Title	Job Zone Three: Medium Preparation Needed
Education	Most occupations in this zone require training in vocational schools, related on-the-job experience, or an associate's degree.
Related Experience	Previous work-related skill, knowledge, or experience is required for these occupations. For example, an electrician must have completed three or four years of apprenticeship or several years of vocational training, and often must have passed a licensing exam, in order to perform the job.
Job Training	Employees in these occupations usually need one or two years of training involving both on-the-job experience and informal training with experienced workers. A recognized apprenticeship program may be associated with these occupations.
Job Zone Examples	These occupations usually involve using communication and organizational skills to coordinate, supervise, manage, or train others to accomplish goals. Examples include hydroelectric production managers, travel guides, electricians, agricultural technicians, barbers, court reporters, and medical assistants.
SVP Range	(6.0 to < 7.0)

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Education

Percentage of Respondents	Education Level Required
34	Bachelor's degree
22	Post-secondary certificate

17 Less than high school diploma

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Credentials

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Interests

Save Table (XLS/CSV)

All 6 displayed (3 important)

Occupational Interest	Interest
100	**Enterprising** — Enterprising occupations frequently involve starting up and carrying out projects. These occupations can involve leading people and making many decisions. Sometimes they require risk taking and often deal with business.
67	**Conventional** — Conventional occupations frequently involve following set procedures and routines. These occupations can include working with data and details more than with ideas. Usually there is a clear line of authority to follow.
61	**Social** — Social occupations frequently involve working with, communicating with, and teaching people. These occupations often involve helping or providing service to others.
22	**Artistic** — Artistic occupations frequently involve working with forms, designs and patterns. They often require self-expression and the work can be done without following a clear set of rules.
22	**Realistic** — Realistic occupations frequently involve work activities that include practical, hands-on problems and solutions. They often deal with plants, animals, and real-world materials like wood, tools, and machinery. Many of the occupations require working outside, and do not involve a lot of paperwork or working closely with others.
0	**Investigative** — Investigative occupations frequently involve working with ideas, and require an extensive amount of thinking. These occupations can involve searching for facts and figuring out problems mentally.

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Work Styles

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All 16 displayed (16 important)

Importance	Work Style
94	**Dependability** — Job requires being reliable, responsible, and dependable, and fulfilling obligations.
93	**Attention to Detail** — Job requires being careful about detail and thorough in completing work tasks.
92	**Concern for Others** — Job requires being sensitive to others' needs and feelings and being understanding and helpful on the job.
91	**Integrity** — Job requires being honest and ethical.
90	

Self Control — Job requires maintaining composure, keeping emotions in check, controlling anger, and avoiding aggressive behavior, even in very difficult situations.

89 **Cooperation** — Job requires being pleasant with others on the job and displaying a good-natured, cooperative attitude.

86 **Independence** — Job requires developing one's own ways of doing things, guiding oneself with little or no supervision, and depending on oneself to get things done.

84 **Social Orientation** — Job requires preferring to work with others rather than alone, and being personally connected with others on the job.

84 **Stress Tolerance** — Job requires accepting criticism and dealing calmly and effectively with high stress situations.

82 **Adaptability/Flexibility** — Job requires being open to change (positive or negative) and to considerable variety in the workplace.

81 **Leadership** — Job requires a willingness to lead, take charge, and offer opinions and direction.

80 **Initiative** — Job requires a willingness to take on responsibilities and challenges.

79 **Innovation** — Job requires creativity and alternative thinking to develop new ideas for and answers to work-related problems.

77 **Analytical Thinking** — Job requires analyzing information and using logic to address work-related issues and problems.

75 **Achievement/Effort** — Job requires establishing and maintaining personally challenging achievement goals and exerting effort toward mastering tasks.

69 **Persistence** — Job requires persistence in the face of obstacles.

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Work Values

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All 6 displayed (5 important)

Extent	Work Value
78	**Relationships** — Occupations that satisfy this work value allow employees to provide service to others and work with co-workers in a friendly non-competitive environment. Corresponding needs are Co-workers, Moral Values and Social Service.
72	**Independence** — Occupations that satisfy this work value allow employees to work on their own and make decisions. Corresponding needs are Creativity, Responsibility and Autonomy.
72	**Support** — Occupations that satisfy this work value offer supportive management that stands behind employees. Corresponding needs are Company Policies, Supervision: Human Relations and Supervision: Technical.
56	**Achievement** — Occupations that satisfy this work value are results oriented and allow employees to use their strongest abilities, giving them a feeling of accomplishment. Corresponding needs are Ability Utilization and Achievement.
53	**Working Conditions** — Occupations that satisfy this work value offer job security and good working conditions. Corresponding needs are Activity, Compensation, Independence, Security, Variety and Working Conditions.
45	**Recognition** — Occupations that satisfy this work value offer advancement, potential for leadership, and are often considered prestigious. Corresponding needs are Advancement, Authority, Recognition and Social Status.

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Related Occupations Save Table (XLS/CSV)

All 10 displayed

11-1021.00	General and Operations Managers ☼ Green
11-9051.00	Food Service Managers
11-9071.00	Gaming Managers
21-1093.00	Social and Human Service Assistants ☼
29-1125.00	Recreational Therapists
39-4031.00	Morticians, Undertakers, and Funeral Directors
39-9032.00	Recreation Workers
39-9041.00	Residential Advisors ☼ Bright Outlook
43-1011.00	First-Line Supervisors of Office and Administrative Support Workers ☼
53-1021.00	First-Line Supervisors of Helpers, Laborers, and Material Movers, Hand

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Wages & Employment Trends

Median wages (2017) $18.01 hourly, $37,450 annual

State wages Local Salary Info

Employment (2016) 276,000 employees

Projected growth (2016-2026) Much faster than average (15% or higher)

Projected job openings (2016-2026) 31,600

State trends Employment Trends

Top industries (2016) Health Care and Social Assistance (31% employed in this sector)
Other Services (Except Public Administration) (13%)
Arts, Entertainment, and Recreation (11%)
(see all industries)

Source: Bureau of Labor Statistics 2017 wage data and 2016-2026 employment projections. "Projected growth" represents the estimated change in total employment over the projections period (2016-2026). "Projected job openings" represent openings due to growth and replacement.

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Job Openings on the Web

Find Jobs

back to top

O*NET Code Connector

First-Line Supervisors of Personal Service Workers - 39-1021.00

More information from O*NET OnLine: Summary • Details • Custom

O*NET-SOC Description

Directly supervise and coordinate activities of personal service workers, such as flight attendants, hairdressers, or caddies.

Sample of Reported Job Titles

- Adult Family Home Program Manager
- Caddymaster
- Community Life Director
- Direct Care Supervisor
- Hair Salon Manager
- Hotel Services Supervisor
- Recreation Coordinator
- Resident Care Supervisor
- Residential Assistant
- Salon Manager

SOC Occupation Groups

39-0000	Personal Care and Service Occupations
39-1000	Supervisors of Personal Care and Service Workers
39-1020	First-Line Supervisors of Personal Service Workers
39-1021.00	**First-Line Supervisors of Personal Service Workers**

Related Occupations

5 of 10 displayed

11-1021.00	General and Operations Managers Bright Outlook Green
11-9051.00	Food Service Managers
11-9071.00	Gaming Managers
21-1093.00	Social and Human Service Assistants
29-1125.00	Recreational Therapists

Tasks

5 of 17 displayed

- Analyze and record personnel or operational data and write related activity reports.
- Apply customer feedback to service improvement efforts.
- Assign work schedules, following work requirements, to ensure quality and timely delivery of service.
- Collaborate with staff members to plan or develop programs of events, schedules of activities, or menus.
- Direct marketing, advertising, or other customer recruitment efforts.

Detailed Work Activities

5 of 16 displayed

- Assign duties or work schedules to employees.
- Develop plans for programs or services.
- Evaluate employee performance.
- Explain regulations, policies, or procedures.
- Inspect equipment to ensure proper functioning.

Military Crosswalk Titles

4 of 17 displayed

- Aircraft Maintenance (Fixed-Wing) (Marine Corps - Enlisted)
- Fixed-Wing Aircraft Crew Chief, KC-130 (Marine Corps - Enlisted)
- Flight Attendant Journeyman (Air Force - Enlisted)
- Flight Attendant Journeyman, C-20/C-37 (Air Force - Enlisted)

Apprenticeship Crosswalk Titles

No information available.

DOT Crosswalk Titles

4 of 15 displayed

- Baggage Porter, Head
- Bell Captain
- Steward/Stewardess, Second
- Steward/Stewardess, Third

O*NET OnLine

Quick Search for:
Amusement supervisor

Showing 700 occupations for **Amusement supervisor**. Closest matches are shown first.

How do they match?	Code	Occupation
	39-3091.00	Amusement and Recreation Attendants
	49-9091.00	Coin, Vending, and Amusement Machine Servicers and Repairers
	47-4011.00	Construction and Building Inspectors Bright Outlook Green
	27-2099.00	Entertainers and Performers, Sports and Related Workers, All Other
	39-1011.00	Gaming Supervisors
	39-3011.00	Gaming Dealers
	39-3012.00	Gaming and Sports Book Writers and Runners
	33-1011.00	First-Line Supervisors of Correctional Officers
	35-1012.00	First-Line Supervisors of Food Preparation and Serving Workers
	41-1011.00	First-Line Supervisors of Retail Sales Workers
	41-1012.00	First-Line Supervisors of Non-Retail Sales Workers
	45-1011.06	First-Line Supervisors of Aquacultural Workers
	37-1012.00	First-Line Supervisors of Landscaping, Lawn Service, and Groundskeeping Workers
	43-1011.00	First-Line Supervisors of Office and Administrative Support Workers
	37-1011.00	First-Line Supervisors of Housekeeping and Janitorial Workers
	53-1021.00	First-Line Supervisors of Helpers, Laborers, and Material Movers, Hand
	33-1099.00	First-Line Supervisors of Protective Service Workers, All Other

39-1021.00 First-Line Supervisors of Personal Service Workers

55-2012.00 First-Line Supervisors of Weapons Specialists/Crew Members

55-2013.00 First-Line Supervisors of All Other Tactical Operations Specialists

39-1012.00 Slot Supervisors

51-1011.00 First-Line Supervisors of Production and Operating Workers

53-1031.00 First-Line Supervisors of Transportation and Material-Moving Machine and Vehicle Operators

33-1012.00 First-Line Supervisors of Police and Detectives

33-1021.02 Forest Fire Fighting and Prevention Supervisors

45-1011.05 First-Line Supervisors of Logging Workers

45-1011.07 First-Line Supervisors of Agricultural Crop and Horticultural Workers

47-1011.00 First-Line Supervisors of Construction Trades and Extraction Workers

49-1011.00 First-Line Supervisors of Mechanics, Installers, and Repairers

33-1021.00 First-Line Supervisors of Fire Fighting and Prevention Workers

45-1011.00 First-Line Supervisors of Farming, Fishing, and Forestry Workers

45-1011.08 First-Line Supervisors of Animal Husbandry and Animal Care Workers

53-1011.00 Aircraft Cargo Handling Supervisors

33-9031.00 Gaming Surveillance Officers and Gaming Investigators

27-2011.00 Actors

41-9012.00 Models

31-9095.00 Pharmacy Aides

11-9021.00 Construction Managers

11-9013.03 Aquacultural Managers

Human Resources Assistants, Except Payroll and Timekeeping

43-4161.00

43-5061.00 Production, Planning, and Expediting Clerks

25-2022.00 Middle School Teachers, Except Special and Career/Technical Education

11-9013.02 Farm and Ranch Managers

53-5021.02 Mates- Ship, Boat, and Barge

15-1132.00 Software Developers, Applications

17-2071.00 Electrical Engineers

27-1024.00 Graphic Designers

29-1031.00 Dietitians and Nutritionists

29-2011.00 Medical and Clinical Laboratory Technologists

43-6011.00 Executive Secretaries and Executive Administrative Assistants

17-3022.00 Civil Engineering Technicians

17-3029.02 Electrical Engineering Technologists

53-1021.01 Recycling Coordinators

29-2099.06 Radiologic Technicians

39-9041.00 Residential Advisors

15-1142.00 Network and Computer Systems Administrators

43-4111.00 Interviewers, Except Eligibility and Loan

51-8091.00 Chemical Plant and System Operators

25-2031.00 Secondary School Teachers, Except Special and Career/Technical Education

33-3012.00 Correctional Officers and Jailers

19-4093.00 Forest and Conservation Technicians

Teacher Assistants

25-9041.00

11-3051.03 Biofuels Production Managers

11-3071.02 Storage and Distribution Managers

43-4121.00 Library Assistants, Clerical

43-6014.00 Secretaries and Administrative Assistants, Except Legal, Medical, and Executive

47-2221.00 Structural Iron and Steel Workers

51-6061.00 Textile Bleaching and Dyeing Machine Operators and Tenders

53-7011.00 Conveyor Operators and Tenders

11-3021.00 Computer and Information Systems Managers

11-3051.04 Biomass Power Plant Managers

11-9039.02 Fitness and Wellness Coordinators

11-9131.00 Postmasters and Mail Superintendents

11-9199.08 Loss Prevention Managers

17-2151.00 Mining and Geological Engineers, Including Mining Safety Engineers

17-2171.00 Petroleum Engineers

19-1020.01 Biologists

19-4011.01 Agricultural Technicians

21-1011.00 Substance Abuse and Behavioral Disorder Counselors

21-1012.00 Educational, Guidance, School, and Vocational Counselors

21-1093.00 Social and Human Service Assistants

27-1026.00 Merchandise Displayers and Window Trimmers

35-2014.00 Cooks, Restaurant

Dispatchers, Except Police, Fire, and Ambulance

43-5032.00

43-5081.02 Marking Clerks

49-2095.00 Electrical and Electronics Repairers, Powerhouse, Substation, and Relay

51-8011.00 Nuclear Power Reactor Operators

11-3051.01 Quality Control Systems Managers

11-3051.06 Hydroelectric Production Managers

19-1032.00 Foresters

27-2012.02 Directors- Stage, Motion Pictures, Television, and Radio

35-1011.00 Chefs and Head Cooks

35-9031.00 Hosts and Hostesses, Restaurant, Lounge, and Coffee Shop

53-4031.00 Railroad Conductors and Yardmasters

11-2031.00 Public Relations and Fundraising Managers

11-3051.02 Geothermal Production Managers

11-3071.01 Transportation Managers

11-3071.03 Logistics Managers

11-3121.00 Human Resources Managers

11-3131.00 Training and Development Managers

11-9061.00 Funeral Service Managers

11-9111.00 Medical and Health Services Managers

11-9121.00 Natural Sciences Managers

11-9199.07 Security Managers

11-9199.09 Wind Energy Operations Managers

Wind Energy Project Managers

11-9199.10

13-1022.00 Wholesale and Retail Buyers, Except Farm Products

13-1031.01 Claims Examiners, Property and Casualty Insurance

13-1041.03 Equal Opportunity Representatives and Officers

13-1071.00 Human Resources Specialists

13-1074.00 Farm Labor Contractors

13-1075.00 Labor Relations Specialists

13-1151.00 Training and Development Specialists

13-2072.00 Loan Officers

15-1121.00 Computer Systems Analysts

15-1133.00 Software Developers, Systems Software

15-1151.00 Computer User Support Specialists

17-2121.01 Marine Engineers

17-2199.04 Manufacturing Engineers

17-3012.01 Electronic Drafters

17-3012.02 Electrical Drafters

17-3029.01 Non-Destructive Testing Specialists

17-3029.05 Industrial Engineering Technologists

17-3029.09 Manufacturing Production Technicians

17-3031.01 Surveying Technicians

17-3031.02 Mapping Technicians

19-1022.00 Microbiologists

Geneticists

19-1029.03

19-1041.00 Epidemiologists

19-4041.01 Geophysical Data Technicians

19-4051.01 Nuclear Equipment Operation Technicians

19-4051.02 Nuclear Monitoring Technicians

21-1013.00 Marriage and Family Therapists

21-1014.00 Mental Health Counselors

21-1021.00 Child, Family, and School Social Workers

21-1023.00 Mental Health and Substance Abuse Social Workers

21-1091.00 Health Educators

21-2021.00 Directors, Religious Activities and Education

25-1121.00 Art, Drama, and Music Teachers, Postsecondary

27-4011.00 Audio and Video Equipment Technicians

29-1125.01 Art Therapists

29-1141.00 Registered Nurses

29-1141.03 Critical Care Nurses

29-2011.01 Cytogenetic Technologists

29-2011.03 Histotechnologists and Histologic Technicians

29-2012.00 Medical and Clinical Laboratory Technicians

29-2031.00 Cardiovascular Technologists and Technicians

29-2033.00 Nuclear Medicine Technologists

29-2051.00 Dietetic Technicians

Veterinary Technologists and Technicians

29-2056.00

29-2061.00 Licensed Practical and Licensed Vocational Nurses

29-2071.00 Medical Records and Health Information Technicians

29-2099.05 Ophthalmic Medical Technologists

31-9093.00 Medical Equipment Preparers

33-3041.00 Parking Enforcement Workers

37-2012.00 Maids and Housekeeping Cleaners

39-1021.01 Spa Managers

39-3093.00 Locker Room, Coatroom, and Dressing Room Attendants

39-4011.00 Embalmers

39-9032.00 Recreation Workers

41-2011.00 Cashiers

43-3061.00 Procurement Clerks

43-4081.00 Hotel, Motel, and Resort Desk Clerks

43-5011.00 Cargo and Freight Agents

43-5081.03 Stock Clerks- Stockroom, Warehouse, or Storage Yard

43-5111.00 Weighers, Measurers, Checkers, and Samplers, Recordkeeping

43-9021.00 Data Entry Keyers

43-9071.00 Office Machine Operators, Except Computer

47-2141.00 Painters, Construction and Maintenance

47-4071.00 Septic Tank Servicers and Sewer Pipe Cleaners

49-2094.00 Electrical and Electronics Repairers, Commercial and Industrial Equipment

Automotive Master Mechanics

49-3023.01

49-9043.00 Maintenance Workers, Machinery

49-9062.00 Medical Equipment Repairers

49-9092.00 Commercial Divers

51-2022.00 Electrical and Electronic Equipment Assemblers

51-4011.00 Computer-Controlled Machine Tool Operators, Metal and Plastic

51-4081.00 Multiple Machine Tool Setters, Operators, and Tenders, Metal and Plastic

51-4121.06 Welders, Cutters, and Welder Fitters

51-7041.00 Sawing Machine Setters, Operators, and Tenders, Wood

51-8093.00 Petroleum Pump System Operators, Refinery Operators, and Gaugers

51-9041.00 Extruding, Forming, Pressing, and Compacting Machine Setters, Operators, and Tenders

51-9051.00 Furnace, Kiln, Oven, Drier, and Kettle Operators and Tenders

51-9061.00 Inspectors, Testers, Sorters, Samplers, and Weighers

51-9193.00 Cooling and Freezing Equipment Operators and Tenders

53-3032.00 Heavy and Tractor-Trailer Truck Drivers

53-7061.00 Cleaners of Vehicles and Equipment

13-2011.02 Auditors

19-4021.00 Biological Technicians

21-1092.00 Probation Officers and Correctional Treatment Specialists

25-4021.00 Librarians

25-9021.00 Farm and Home Management Advisors

27-2012.01 Producers

Technical Directors/Managers

27-2012.05

27-4032.00 Film and Video Editors

29-1051.00 Pharmacists

31-1013.00 Psychiatric Aides

33-2021.01 Fire Inspectors

33-3031.00 Fish and Game Wardens

33-3051.03 Sheriffs and Deputy Sheriffs

35-3011.00 Bartenders

35-3021.00 Combined Food Preparation and Serving Workers, Including Fast Food

39-4021.00 Funeral Attendants

47-1011.03 Solar Energy Installation Managers

47-2211.00 Sheet Metal Workers

51-2092.00 Team Assemblers

51-3021.00 Butchers and Meat Cutters

51-8021.00 Stationary Engineers and Boiler Operators

51-9081.00 Dental Laboratory Technicians

53-2022.00 Airfield Operations Specialists

25-2059.01 Adapted Physical Education Specialists

33-9091.00 Crossing Guards

11-2021.00 Marketing Managers

11-2022.00 Sales Managers

11-3031.02 Financial Managers, Branch or Department

Purchasing Managers

Butler's Exh. 67, p. 010

11-3061.00

11-9031.00 Education Administrators, Preschool and Childcare Center/Program

11-9032.00 Education Administrators, Elementary and Secondary School

11-9041.01 Biofuels/Biodiesel Technology and Product Development Managers

11-9141.00 Property, Real Estate, and Community Association Managers

11-9151.00 Social and Community Service Managers

13-1021.00 Buyers and Purchasing Agents, Farm Products

13-1081.00 Logisticians

13-1199.02 Security Management Specialists

13-2011.01 Accountants

17-2031.00 Biomedical Engineers

17-2112.00 Industrial Engineers

17-2141.00 Mechanical Engineers

17-3025.00 Environmental Engineering Technicians

19-2031.00 Chemists

19-4031.00 Chemical Technicians

19-4091.00 Environmental Science and Protection Technicians, Including Health

29-1122.00 Occupational Therapists

29-2011.02 Cytotechnologists

29-2054.00 Respiratory Therapy Technicians

37-2021.00 Pest Control Workers

39-3092.00 Costume Attendants

Office Clerks, General

43-9061.00

49-3042.00 Mobile Heavy Equipment Mechanics, Except Engines

49-9071.00 Maintenance and Repair Workers, General

11-1011.00 Chief Executives

11-1021.00 General and Operations Managers

11-3011.00 Administrative Services Managers

11-3051.00 Industrial Production Managers

11-3071.00 Transportation, Storage, and Distribution Managers

11-9039.00 Education Administrators, All Other

11-9041.00 Architectural and Engineering Managers

11-9051.00 Food Service Managers

11-9071.00 Gaming Managers

11-9199.00 Managers, All Other

11-9199.02 Compliance Managers

11-9199.04 Supply Chain Managers

13-1031.02 Insurance Adjusters, Examiners, and Investigators

13-1041.02 Licensing Examiners and Inspectors

13-1141.00 Compensation, Benefits, and Job Analysis Specialists

13-1199.00 Business Operations Specialists, All Other

13-1199.01 Energy Auditors

13-1199.04 Business Continuity Planners

13-1199.06 Online Merchants

Appraisers, Real Estate

Butler's Exh. 67, p. 012

13-2021.02

13-2031.00 Budget Analysts

13-2051.00 Financial Analysts

13-2071.00 Credit Counselors

15-1152.00 Computer Network Support Specialists

15-1199.10 Search Marketing Strategists

15-1199.12 Document Management Specialists

17-1021.00 Cartographers and Photogrammetrists

17-1022.01 Geodetic Surveyors

17-2011.00 Aerospace Engineers

17-2041.00 Chemical Engineers

17-2072.00 Electronics Engineers, Except Computer

17-2121.02 Marine Architects

17-2199.01 Biochemical Engineers

17-3023.01 Electronics Engineering Technicians

17-3027.00 Mechanical Engineering Technicians

17-3027.01 Automotive Engineering Technicians

17-3029.00 Engineering Technicians, Except Drafters, All Other

17-3029.06 Manufacturing Engineering Technologists

17-3029.07 Mechanical Engineering Technologists

17-3029.08 Photonics Technicians

19-1023.00 Zoologists and Wildlife Biologists

Range Managers

Butler's Exh. 67, p. 013

19-1031.02

19-1031.03 Park Naturalists

19-2042.00 Geoscientists, Except Hydrologists and Geographers

19-4011.02 Food Science Technicians

19-4092.00 Forensic Science Technicians

19-4099.01 Quality Control Analysts

19-4099.03 Remote Sensing Technicians

21-1015.00 Rehabilitation Counselors

21-1029.00 Social Workers, All Other

21-1094.00 Community Health Workers

21-1099.00 Community and Social Service Specialists, All Other

23-2011.00 Paralegals and Legal Assistants

23-2093.00 Title Examiners, Abstractors, and Searchers

25-3099.02 Tutors

25-9031.00 Instructional Coordinators

27-1011.00 Art Directors

27-1022.00 Fashion Designers

27-1027.00 Set and Exhibit Designers

27-2012.00 Producers and Directors

27-2012.03 Program Directors

27-2023.00 Umpires, Referees, and Other Sports Officials

27-2041.01 Music Directors

Broadcast News Analysts

27-3021.00

27-3031.00 Public Relations Specialists

27-4012.00 Broadcast Technicians

27-4013.00 Radio Operators

29-1069.06 Ophthalmologists

29-1125.00 Recreational Therapists

29-1141.01 Acute Care Nurses

29-1161.00 Nurse Midwives

29-1199.01 Acupuncturists

29-2035.00 Magnetic Resonance Imaging Technologists

29-2041.00 Emergency Medical Technicians and Paramedics

29-2053.00 Psychiatric Technicians

29-2055.00 Surgical Technologists

29-2099.01 Neurodiagnostic Technologists

31-2022.00 Physical Therapist Aides

31-9094.00 Medical Transcriptionists

31-9096.00 Veterinary Assistants and Laboratory Animal Caretakers

31-9097.00 Phlebotomists

31-9099.02 Endoscopy Technicians

33-2021.02 Fire Investigators

33-3021.01 Police Detectives

33-3021.05 Immigration and Customs Inspectors

Intelligence Analysts

33-3021.06

33-3051.01 Police Patrol Officers

33-9011.00 Animal Control Workers

33-9032.00 Security Guards

33-9099.02 Retail Loss Prevention Specialists

35-2012.00 Cooks, Institution and Cafeteria

35-2015.00 Cooks, Short Order

35-3031.00 Waiters and Waitresses

35-3041.00 Food Servers, Nonrestaurant

35-9011.00 Dining Room and Cafeteria Attendants and Bartender Helpers

35-9021.00 Dishwashers

37-2011.00 Janitors and Cleaners, Except Maids and Housekeeping Cleaners

37-3011.00 Landscaping and Groundskeeping Workers

37-3012.00 Pesticide Handlers, Sprayers, and Applicators, Vegetation

39-2011.00 Animal Trainers

39-2021.00 Nonfarm Animal Caretakers

39-3021.00 Motion Picture Projectionists

39-6011.00 Baggage Porters and Bellhops

39-6012.00 Concierges

39-9011.00 Childcare Workers

41-3031.02 Sales Agents, Financial Services

41-3099.01 Energy Brokers

Butler's Exh. 67, p. 016

41-4011.00 Sales Representatives, Wholesale and Manufacturing, Technical and Scientific Products

41-4011.07 Solar Sales Representatives and Assessors

41-4012.00 Sales Representatives, Wholesale and Manufacturing, Except Technical and Scientific Products

43-2011.00 Switchboard Operators, Including Answering Service

43-3011.00 Bill and Account Collectors

43-3021.01 Statement Clerks

43-3021.02 Billing, Cost, and Rate Clerks

43-3031.00 Bookkeeping, Accounting, and Auditing Clerks

43-3041.00 Gaming Cage Workers

43-3051.00 Payroll and Timekeeping Clerks

43-3071.00 Tellers

43-4021.00 Correspondence Clerks

43-4031.03 License Clerks

43-4051.00 Customer Service Representatives

43-4061.00 Eligibility Interviewers, Government Programs

43-4131.00 Loan Interviewers and Clerks

43-4151.00 Order Clerks

43-4171.00 Receptionists and Information Clerks

43-4181.00 Reservation and Transportation Ticket Agents and Travel Clerks

43-5011.01 Freight Forwarders

43-5031.00 Police, Fire, and Ambulance Dispatchers

43-5041.00 Meter Readers, Utilities

Postal Service Mail Sorters, Processors, and Processing Machine Operators

43-5053.00

43-5071.00 Shipping, Receiving, and Traffic Clerks

43-5081.01 Stock Clerks, Sales Floor

43-5081.04 Order Fillers, Wholesale and Retail Sales

43-6012.00 Legal Secretaries

43-6013.00 Medical Secretaries

43-9031.00 Desktop Publishers

43-9051.00 Mail Clerks and Mail Machine Operators, Except Postal Service

45-2011.00 Agricultural Inspectors

45-2021.00 Animal Breeders

45-2041.00 Graders and Sorters, Agricultural Products

45-2092.01 Nursery Workers

45-2093.00 Farmworkers, Farm, Ranch, and Aquacultural Animals

45-2099.00 Agricultural Workers, All Other

45-3021.00 Hunters and Trappers

45-4023.00 Log Graders and Scalers

47-2021.00 Brickmasons and Blockmasons

47-2031.01 Construction Carpenters

47-2072.00 Pile-Driver Operators

47-2073.00 Operating Engineers and Other Construction Equipment Operators

47-2111.00 Electricians

47-2131.00 Insulation Workers, Floor, Ceiling, and Wall

Pipe Fitters and Steamfitters

Butler's Exh. 67, p. 018

47-2152.01

47-2152.02 Plumbers

47-2171.00 Reinforcing Iron and Rebar Workers

47-3012.00 Helpers--Carpenters

47-4041.00 Hazardous Materials Removal Workers

47-4061.00 Rail-Track Laying and Maintenance Equipment Operators

47-4099.03 Weatherization Installers and Technicians

47-5012.00 Rotary Drill Operators, Oil and Gas

47-5013.00 Service Unit Operators, Oil, Gas, and Mining

47-5081.00 Helpers--Extraction Workers

49-2021.00 Radio, Cellular, and Tower Equipment Installers and Repairers

49-2091.00 Avionics Technicians

49-2092.00 Electric Motor, Power Tool, and Related Repairers

49-2093.00 Electrical and Electronics Installers and Repairers, Transportation Equipment

49-2096.00 Electronic Equipment Installers and Repairers, Motor Vehicles

49-2098.00 Security and Fire Alarm Systems Installers

49-3011.00 Aircraft Mechanics and Service Technicians

49-3031.00 Bus and Truck Mechanics and Diesel Engine Specialists

49-3091.00 Bicycle Repairers

49-3092.00 Recreational Vehicle Service Technicians

49-3093.00 Tire Repairers and Changers

49-9012.00 Control and Valve Installers and Repairers, Except Mechanical Door

Heating and Air Conditioning Mechanics and Installers

49-9021.01

49-9041.00 Industrial Machinery Mechanics

49-9044.00 Millwrights

49-9051.00 Electrical Power-Line Installers and Repairers

49-9081.00 Wind Turbine Service Technicians

49-9093.00 Fabric Menders, Except Garment

49-9096.00 Riggers

49-9097.00 Signal and Track Switch Repairers

51-2011.00 Aircraft Structure, Surfaces, Rigging, and Systems Assemblers

51-2021.00 Coil Winders, Tapers, and Finishers

51-2031.00 Engine and Other Machine Assemblers

51-2041.00 Structural Metal Fabricators and Fitters

51-3011.00 Bakers

51-3022.00 Meat, Poultry, and Fish Cutters and Trimmers

51-3023.00 Slaughterers and Meat Packers

51-4021.00 Extruding and Drawing Machine Setters, Operators, and Tenders, Metal and Plastic

51-4031.00 Cutting, Punching, and Press Machine Setters, Operators, and Tenders, Metal and Plastic

51-4033.00 Grinding, Lapping, Polishing, and Buffing Machine Tool Setters, Operators, and Tenders, Metal and Plastic

51-4051.00 Metal-Refining Furnace Operators and Tenders

51-4052.00 Pourers and Casters, Metal

51-4062.00 Patternmakers, Metal and Plastic

51-4111.00 Tool and Die Makers

Welding, Soldering, and Brazing Machine Setters, Operators, and Tenders

Butler's Exh. 67, p. 020

51-4122.00

51-4192.00 Layout Workers, Metal and Plastic

51-4193.00 Plating and Coating Machine Setters, Operators, and Tenders, Metal and Plastic

51-5111.00 Prepress Technicians and Workers

51-5112.00 Printing Press Operators

51-5113.00 Print Binding and Finishing Workers

51-6011.00 Laundry and Dry-Cleaning Workers

51-6031.00 Sewing Machine Operators

51-6052.00 Tailors, Dressmakers, and Custom Sewers

51-7011.00 Cabinetmakers and Bench Carpenters

51-8012.00 Power Distributors and Dispatchers

51-8013.00 Power Plant Operators

51-8031.00 Water and Wastewater Treatment Plant and System Operators

51-8099.01 Biofuels Processing Technicians

51-8099.03 Biomass Plant Technicians

51-9023.00 Mixing and Blending Machine Setters, Operators, and Tenders

51-9032.00 Cutting and Slicing Machine Setters, Operators, and Tenders

51-9082.00 Medical Appliance Technicians

51-9191.00 Adhesive Bonding Machine Operators and Tenders

51-9192.00 Cleaning, Washing, and Metal Pickling Equipment Operators and Tenders

51-9194.00 Etchers and Engravers

51-9195.03 Stone Cutters and Carvers, Manufacturing

Glass Blowers, Molders, Benders, and Finishers

51-9195.04

51-9195.07 Molding and Casting Workers

51-9196.00 Paper Goods Machine Setters, Operators, and Tenders

51-9199.00 Production Workers, All Other

51-9199.01 Recycling and Reclamation Workers

53-2021.00 Air Traffic Controllers

53-2031.00 Flight Attendants

53-3011.00 Ambulance Drivers and Attendants, Except Emergency Medical Technicians

53-3022.00 Bus Drivers, School or Special Client

53-3031.00 Driver/Sales Workers

53-3033.00 Light Truck or Delivery Services Drivers

53-4011.00 Locomotive Engineers

53-4013.00 Rail Yard Engineers, Dinkey Operators, and Hostlers

53-4021.00 Railroad Brake, Signal, and Switch Operators

53-5021.01 Ship and Boat Captains

53-6031.00 Automotive and Watercraft Service Attendants

53-6051.01 Aviation Inspectors

53-6051.07 Transportation Vehicle, Equipment and Systems Inspectors, Except Aviation

53-7032.00 Excavating and Loading Machine and Dragline Operators

53-7051.00 Industrial Truck and Tractor Operators

53-7062.00 Laborers and Freight, Stock, and Material Movers, Hand

53-7063.00 Machine Feeders and Offbearers

Refuse and Recyclable Material Collectors

53-7081.00

53-7199.00 Material Moving Workers, All Other

55-1015.00 Command and Control Center Officers

33-1021.01 Municipal Fire Fighting and Prevention Supervisors

55-2011.00 First-Line Supervisors of Air Crew Members

25-4013.00 Museum Technicians and Conservators

19-1013.00 Soil and Plant Scientists

13-1041.01 Environmental Compliance Inspectors

13-2061.00 Financial Examiners

19-2021.00 Atmospheric and Space Scientists

19-2041.01 Climate Change Analysts

19-3092.00 Geographers

19-3093.00 Historians

33-9092.00 Lifeguards, Ski Patrol, and Other Recreational Protective Service Workers

11-9121.02 Water Resource Specialists

13-2021.01 Assessors

41-9021.00 Real Estate Brokers

51-3091.00 Food and Tobacco Roasting, Baking, and Drying Machine Operators and Tenders

47-2051.00 Cement Masons and Concrete Finishers

17-1011.00 Architects, Except Landscape and Naval

17-1012.00 Landscape Architects

29-1199.04 Naturopathic Physicians

Bailiffs

33-3011.00

25-2012.00 Kindergarten Teachers, Except Special Education

17-2199.09 Nanosystems Engineers

25-2053.00 Special Education Teachers, Middle School

25-1191.00 Graduate Teaching Assistants

53-6011.00 Bridge and Lock Tenders

25-2011.00 Preschool Teachers, Except Special Education

25-2021.00 Elementary School Teachers, Except Special Education

15-1143.01 Telecommunications Engineering Specialists

53-5031.00 Ship Engineers

17-2061.00 Computer Hardware Engineers

19-3022.00 Survey Researchers

11-9013.00 Farmers, Ranchers, and Other Agricultural Managers

25-1066.00 Psychology Teachers, Postsecondary

43-9011.00 Computer Operators

53-5021.00 Captains, Mates, and Pilots of Water Vessels

25-2023.00 Career/Technical Education Teachers, Middle School

25-2032.00 Career/Technical Education Teachers, Secondary School

25-2054.00 Special Education Teachers, Secondary School

17-2131.00 Materials Engineers

25-2052.00 Special Education Teachers, Kindergarten and Elementary School

25-3011.00 Adult Basic and Secondary Education and Literacy Teachers and Instructors

Agricultural Engineers

17-2021.00

25-1021.00 Computer Science Teachers, Postsecondary

25-1032.00 Engineering Teachers, Postsecondary

25-1041.00 Agricultural Sciences Teachers, Postsecondary

25-1042.00 Biological Science Teachers, Postsecondary

25-1043.00 Forestry and Conservation Science Teachers, Postsecondary

25-1051.00 Atmospheric, Earth, Marine, and Space Sciences Teachers, Postsecondary

25-1052.00 Chemistry Teachers, Postsecondary

25-1053.00 Environmental Science Teachers, Postsecondary

25-1054.00 Physics Teachers, Postsecondary

25-1061.00 Anthropology and Archeology Teachers, Postsecondary

25-1064.00 Geography Teachers, Postsecondary

25-1067.00 Sociology Teachers, Postsecondary

25-1071.00 Health Specialties Teachers, Postsecondary

25-1072.00 Nursing Instructors and Teachers, Postsecondary

25-1113.00 Social Work Teachers, Postsecondary

25-1194.00 Vocational Education Teachers, Postsecondary

33-9093.00 Transportation Security Screeners

35-2021.00 Food Preparation Workers

51-6062.00 Textile Cutting Machine Setters, Operators, and Tenders

51-6063.00 Textile Knitting and Weaving Machine Setters, Operators, and Tenders

51-6064.00 Textile Winding, Twisting, and Drawing Out Machine Setters, Operators, and Tenders

Special Education Teachers, Preschool

25-2051.00

25-3021.00 Self-Enrichment Education Teachers

17-3011.02 Civil Drafters

17-3023.03 Electrical Engineering Technicians

19-2041.02 Environmental Restoration Planners

19-2043.00 Hydrologists

25-1123.00 English Language and Literature Teachers, Postsecondary

27-3043.04 Copy Writers

29-1069.03 Hospitalists

29-1181.00 Audiologists

29-2091.00 Orthotists and Prosthetists

31-1011.00 Home Health Aides

31-2012.00 Occupational Therapy Aides

39-9021.00 Personal Care Aides

47-2151.00 Pipelayers

51-9111.00 Packaging and Filling Machine Operators and Tenders

17-2081.00 Environmental Engineers

17-3029.04 Electronics Engineering Technologists

19-2041.00 Environmental Scientists and Specialists, Including Health

27-3041.00 Editors

11-1011.03 Chief Sustainability Officers

11-3031.01 Treasurers and Controllers

Methane/Landfill Gas Collection System Operators

Butler's Exh. 67, p. 026

11-3051.05

11-3111.00 Compensation and Benefits Managers

11-9013.01 Nursery and Greenhouse Managers

11-9033.00 Education Administrators, Postsecondary

11-9039.01 Distance Learning Coordinators

13-1023.00 Purchasing Agents, Except Wholesale, Retail, and Farm Products

13-1041.06 Coroners

13-1121.00 Meeting, Convention, and Event Planners

13-1131.00 Fundraisers

13-2071.01 Loan Counselors

13-2099.03 Investment Underwriters

15-1143.00 Computer Network Architects

15-1199.04 Geospatial Information Scientists and Technologists

15-1199.11 Video Game Designers

15-2041.00 Statisticians

15-2041.02 Clinical Data Managers

17-2199.08 Robotics Engineers

17-2199.10 Wind Energy Engineers

17-3011.01 Architectural Drafters

17-3013.00 Mechanical Drafters

17-3029.11 Nanotechnology Engineering Technologists

19-1021.00 Biochemists and Biophysicists

Bioinformatics Scientists

19-1029.01

19-1029.02 Molecular and Cellular Biologists

19-3011.00 Economists

19-3031.02 Clinical Psychologists

19-3031.03 Counseling Psychologists

19-3051.00 Urban and Regional Planners

19-4061.00 Social Science Research Assistants

21-1022.00 Healthcare Social Workers

23-1011.00 Lawyers

23-1012.00 Judicial Law Clerks

23-1023.00 Judges, Magistrate Judges, and Magistrates

25-1011.00 Business Teachers, Postsecondary

25-1022.00 Mathematical Science Teachers, Postsecondary

25-1031.00 Architecture Teachers, Postsecondary

25-1062.00 Area, Ethnic, and Cultural Studies Teachers, Postsecondary

25-1063.00 Economics Teachers, Postsecondary

25-1065.00 Political Science Teachers, Postsecondary

25-1081.00 Education Teachers, Postsecondary

25-1082.00 Library Science Teachers, Postsecondary

25-1111.00 Criminal Justice and Law Enforcement Teachers, Postsecondary

25-1112.00 Law Teachers, Postsecondary

25-1122.00 Communications Teachers, Postsecondary

Foreign Language and Literature Teachers, Postsecondary

Butler's Exh. 67, p. 028

25-1124.00

25-1125.00 History Teachers, Postsecondary

25-1126.00 Philosophy and Religion Teachers, Postsecondary

25-1192.00 Home Economics Teachers, Postsecondary

25-1193.00 Recreation and Fitness Studies Teachers, Postsecondary

29-1021.00 Dentists, General

29-1069.04 Neurologists

29-1069.07 Pathologists

29-1069.09 Preventive Medicine Physicians

29-1069.10 Radiologists

29-1071.00 Physician Assistants

29-1123.00 Physical Therapists

29-1124.00 Radiation Therapists

29-1125.02 Music Therapists

29-1126.00 Respiratory Therapists

29-1127.00 Speech-Language Pathologists

29-1131.00 Veterinarians

29-1141.04 Clinical Nurse Specialists

29-1171.00 Nurse Practitioners

29-2032.00 Diagnostic Medical Sonographers

29-2052.00 Pharmacy Technicians

31-2011.00 Occupational Therapy Assistants

Police Identification and Records Officers

33-3021.02

37-3013.00 Tree Trimmers and Pruners

39-5011.00 Barbers

39-5012.00 Hairdressers, Hairstylists, and Cosmetologists

41-3031.03 Securities and Commodities Traders

41-9031.00 Sales Engineers

43-9041.02 Insurance Policy Processing Clerks

45-2091.00 Agricultural Equipment Operators

47-2071.00 Paving, Surfacing, and Tamping Equipment Operators

49-3021.00 Automotive Body and Related Repairers

49-9021.02 Refrigeration Mechanics and Installers

49-9031.00 Home Appliance Repairers

51-3092.00 Food Batchmakers

51-3093.00 Food Cooking Machine Operators and Tenders

51-4041.00 Machinists

51-8099.04 Hydroelectric Plant Technicians

51-9021.00 Crushing, Grinding, and Polishing Machine Setters, Operators, and Tenders

53-4041.00 Subway and Streetcar Operators

53-6021.00 Parking Lot Attendants

53-7111.00 Mine Shuttle Car Operators

15-1141.00 Database Administrators

17-1022.00 Surveyors

Transportation Engineers

Butler's Exh. 67, p. 030

17-2051.01

19-2032.00 Materials Scientists

19-3039.01 Neuropsychologists and Clinical Neuropsychologists

19-4041.02 Geological Sample Test Technicians

21-2011.00 Clergy

25-4012.00 Curators

25-4031.00 Library Technicians

27-1021.00 Commercial and Industrial Designers

27-1023.00 Floral Designers

27-2012.04 Talent Directors

27-2022.00 Coaches and Scouts

27-3091.00 Interpreters and Translators

29-1024.00 Prosthodontists

29-1069.11 Sports Medicine Physicians

29-1128.00 Exercise Physiologists

29-2081.00 Opticians, Dispensing

39-9011.01 Nannies

45-3011.00 Fishers and Related Fishing Workers

47-5011.00 Derrick Operators, Oil and Gas

53-2011.00 Airline Pilots, Copilots, and Flight Engineers

53-2012.00 Commercial Pilots

53-7073.00 Wellhead Pumpers

Legislators

11-1031.00

11-2011.00 Advertising and Promotions Managers

13-1081.01 Logistics Engineers

13-1161.00 Market Research Analysts and Marketing Specialists

13-2099.04 Fraud Examiners, Investigators and Analysts

15-1131.00 Computer Programmers

15-1199.09 Information Technology Project Managers

17-2081.01 Water/Wastewater Engineers

17-2199.05 Mechatronics Engineers

19-3041.00 Sociologists

29-1061.00 Anesthesiologists

29-1062.00 Family and General Practitioners

29-1063.00 Internists, General

29-1064.00 Obstetricians and Gynecologists

29-1065.00 Pediatricians, General

29-1067.00 Surgeons

29-1069.05 Nuclear Medicine Physicians

29-1069.12 Urologists

29-1071.01 Anesthesiologist Assistants

29-2034.00 Radiologic Technologists

39-3031.00 Ushers, Lobby Attendants, and Ticket Takers

39-4031.00 Morticians, Undertakers, and Funeral Directors

Court Clerks

Butler's Exh. 67, p. 032

Wage Library
Quick Search
Search Wizard

Case Disclosure Data Archive
H1B Data
H2A Data
H2B Data
Perm Data

Also available:
File Archive

Skill Level Explanation

SVP Explanation

FLC Wage Data updated July 1, 2018

Job Zones updated July 1, 2018
See change history

Technical Support & Help FAQ page.

FLC Data Center - Downloadable Files

OES wage data for 7/2018 - 6/2019 are available for download.

*Please note that 2011-2012 and later updates represent a break in the series. The wage file has been updated to the Standard Occupational Classification rev. 2010, and there are minor changes to the geographic definitions as well as a major update to the corresponding O*Net information.*

This file includes data for the entire country. Also included are geographic and occupational information tables.

Download the 7/2018 - 6/2019 FLC Wage Data Delimited Text Updated June 30, 2018.

Previous Year Files

7/2017 - 6/2018 FLC Wage Data Delimited Text Updated June 30, 2017.

7/2016 - 6/2017 FLC Wage Data Delimited Text Updated June 30, 2016.

7/2015 - 6/2016 FLC Wage Data Delimited Text Updated June 30, 2015.

7/2014 - 6/2015 FLC Wage Data Delimited Text Updated June 30, 2014.

7/2013 - 6/2014 FLC Wage Data Delimited Text Updated June 30, 2013.

7/2012 - 6/2013 FLC Wage Data Delimited Text Updated June 30, 2012.

7/2011 - 6/2012 FLC Wage Data Delimited Text Updated June 30, 2011.

7/2010 - 6/2011 FLC Wage Data Delimited Text Updated July 1, 2010.

7/2009 - 6/2010 FLC Wage Data Delimited Text Updated July 6, 2009.

7/2008 - 6/2009 FLC Wage Data Delimited Text Updated October 13, 2008.

7/2007 - 6/2008 FLC Wage Data Delimited Text Updated July 15, 2007

These links may also be helpful::

- **OES/SOC 2010 Occupational Information** This file contains codes, definitions for the OES/SOC 2010 revision, as well as a crosswalk between the OES/SOC 2000 and OES/SOC 2010 directories.
- **OES/SOC 2000 Occupational Dictionary** Codes and titles for the occupational dictionary in effect through 6/2011.
- **Occupation Changes for 2006 - A list of all the changes to the available occupations for 2006 (.txt)**
- **OWL Users Guide**
- **Downloadable SCA Determinations**
- **Online Davis-Bacon Wage Determinations**

Area	AreaName	StateAb	State	CountyTownName
42060	Santa Barb	CA	CALIFORNI	SANTA BARBARA
38060	Phoenix-M	AZ	ARIZONA	MARICOPA
40140	Riverside-S	CA	CALIFORNI	RIVERSIDE
49740	Yuma, AZ M	AZ	ARIZONA	YUMA

Exhibit 70

Exhibit 70 contains extracts from http://www.flcdatacenter.com/download.aspx . Click the link for 7/2012-6/2013 FLC Wage Data. In the zip folder, select the Excel spreadsheet marked onet_occs, and search by the O*Net code indicated.

ONetCode	ONetTitle	ONetDescription	ONetJob Zone	Dol Training
39-1021.01	Spa Managers	Plan, direct, or coordinate activities of a spa facility. Coordinate programs, schedule and direct staff, and oversee financial activities.		
39-3091.00	Amusement and Recreation Attendants	Perform variety of attending duties at amusement or recreation facility. May schedule use of recreation facilities, maintain and provide equipment to participants of sporting events or recreational pursuits, or operate amusement concessions and rides.	1	
49-9071.00	Maintenance and Repair Workers, General	Perform work involving the skills of two or more maintenance or craft occupations to keep machines, mechanical equipment, or the structure of an establishment in repair. Duties may involve pipe fitting; boiler making; insulating; welding; machining; carpentry; repairing electrical or mechanical equipment; installing, aligning, and balancing new equipment; and repairing buildings, floors, or stairs.	3	
49-9098.00	Helpers--Installation, Maintenance, and Repair Workers	Help installation, maintenance, and repair workers in maintenance, parts replacement, and repair of vehicles, industrial machinery, and electrical and electronic equipment. Perform duties such as furnishing tools, materials, and supplies to other workers; cleaning work area, machines, and tools; and holding materials or tools for other workers.	2	
49-9099.00	Installation, Maintenance, and Repair Workers, All Other	All installation, maintenance, and repair workers not listed separately.		
53-3032.00	Heavy and Tractor-Trailer Truck Drivers	Drive a tractor-trailer combination or a truck with a capacity of at least 26,000 pounds Gross Vehicle Weight (GVW). May be required to unload truck. Requires commercial drivers' license.	2	
53-3033.00	Light Truck or Delivery Services Drivers	Drive a light vehicle, such as a truck or van, with a capacity of less than 26,000 pounds Gross Vehicle Weight (GVW), primarily to deliver or pick up merchandise or to deliver packages. May load and unload vehicle.	2	
53-3099.00	Motor Vehicle Operators, All Other	All motor vehicle operators not listed separately.		

Exhibit 71

Exhibit 71 contains extracts from http://www.flcdatacenter.com/download.aspx . Click the link for 7/2012-6/2013 FLC Wage Data. In the zip folder, select the Excel spreadsheet marked soc_2010_directory, and search by the SOC code indicated.

SOC Code	SOC Title	SOC Definition
39-1021	First-Line Supervisors of Personal Service Workers	Directly supervise and coordinate activities of personal service workers, such as flight attendants, hairdressers, or caddies.
39-3091	Amusement and Recreation Attendants	Perform a variety of attending duties at amusement or recreation facility. May schedule use of recreation facilities, maintain and provide equipment to participants of sporting events or recreational pursuits, or operate amusement concessions and rides.
49-9071	Maintenance and Repair Workers, General	Perform work involving the skills of two or more maintenance or craft occupations to keep machines, mechanical equipment, or the structure of an establishment in repair. Duties may involve pipe fitting; boiler making; insulating; welding; machining; carpentry; repairing electrical or mechanical equipment; installing, aligning, and balancing new equipment; and repairing buildings, floors, or stairs. Excludes "Maintenance Workers, Machinery" (49-9043).
49-9098	Helpers--Installation, Maintenance, and Repair Workers	Help installation, maintenance, and repair workers in maintenance, parts replacement, and repair of vehicles, industrial machinery, and electrical and electronic equipment. Perform duties such as furnishing tools, materials, and supplies to other workers; cleaning work area, machines, and tools; and holding materials or tools for other workers.
49-9099	Installation, Maintenance, and Repair Workers, All Other	All, installation, maintenance, and repair workers not listed separately.
53-3032	Heavy and Tractor-Trailer Truck Drivers	Drive a tractor-trailer combination or a truck with a capacity of at least 26,000 pounds Gross Vehicle Weight (GVW). May be required to unload truck. Requires commercial drivers' license.
53-3033	Light Truck or Delivery Services Drivers	Drive a light vehicle, such as a truck or van, with a capacity of less than 26,000 pounds Gross Vehicle Weight (GVW), primarily to deliver or pick up merchandise or to deliver packages. May load and unload vehicle. Excludes "Couriers and Messengers" (43-5021) and "Driver/Sales Workers" (53-3031).
53-3099	Motor Vehicle Operators, All Other	All motor vehicle operators not listed separately.

Exhibit 72

Withdrawn.

Exhibit 73

Exhibit 73 contains extracts from http://www.flcdatacenter.com/download.aspx . Click the link for 7/2012-6/2013 FLC Wage Data. In the zip folder, select the Excel spreadsheet marked Xwalk_Plus, and search by the OES-SOC code indicated.

OES_SOC Code	OES_SOCTitle	Trunc OnetCode	Onet Code	Onet Title
39-1021	First-Line Supervisors of Personal Service Workers	39-1021	39-1021.01	Spa Managers
39-3091	Amusement and Recreation Attendants	39-3091	39-3091.00	Amusement and Recreation Attendants
49-9071	Maintenance and Repair Workers, General	49-9071	49-9071.00	Maintenance and Repair Workers, General
49-9098	Helpers--Installation, Maintenance, and Repair Workers	49-9098	49-9098.00	Helpers--Installation, Maintenance, and Repair Workers
49-9799	Installation, Maintenance, and Repair Workers, All Other	49-9099	49-9099.01	Geothermal Technicians
53-3032	Heavy and Tractor-Trailer Truck Drivers	53-3032	53-3032.00	Heavy and Tractor-Trailer Truck Drivers
53-3033	Light Truck or Delivery Services Drivers	53-3033	53-3033.00	Light Truck or Delivery Services Drivers
53-3099	Motor Vehicle Operators, All Other	53-3099	53-3099.00	Motor Vehicle Operators, All Other

Online Wage Library - FLC Wage Search Results

Monday, April 15, 2019 New Quick Search New Search Wizard

You selected the All Industries database for 7/2012 - 6/2013. Your search returned the following:

Area Code:	38060
Area Title:	Phoenix-Mesa-Scottsdale, AZ MSA
GeoLevel:	1
OES/SOC Code:	39-1021
OES/SOC Title:	First-Line Supervisors of Personal Service Workers
Level 1 Wage:	$11.69 hour - $24,315 year
Level 2 Wage:	$15.50 hour - $32,240 year
Level 3 Wage:	$19.31 hour - $40,165 year
Level 4 Wage:	$23.12 hour - $48,090 year
Mean Wage (H-2B):	$19.31 hour - $40,165 year

This wage applies to the following O*Net occupations:

39-1021.00 First-Line Supervisors of Personal Service Workers

Directly supervise and coordinate activities of personal service workers, such as flight attendants, hairdressers, or caddies.
O*Net™ JobZone: 3 -- Education & Training Code: No Level Set

39-1021.01 Spa Managers

Plan, direct, or coordinate activities of a spa facility. Coordinate programs, schedule and direct staff, and oversee financial activities.
O*Net™ JobZone: 3 -- Education & Training Code: No Level Set

The prevailing wage must be at, or above the federal or state or local minimum wage, whichever is higher. The federal minimum wage is $7.25/hr effective July 24, 2009.

Online Wage Library - FLC Wage Search Results

Monday, April 15, 2019 New Quick Search New Search Wizard

You selected the All Industries database for 7/2012 - 6/2013. Your search returned the following:

Area Code:	38060
Area Title:	Phoenix-Mesa-Scottsdale, AZ MSA
GeoLevel:	1
OES/SOC Code:	39-3091
OES/SOC Title:	Amusement and Recreation Attendants
Level 1 Wage:	$8.23 hour - $17,118 year
Level 2 Wage:	$8.95 hour - $18,616 year
Level 3 Wage:	$9.67 hour - $20,114 year
Level 4 Wage:	$10.39 hour - $21,611 year
Mean Wage (H-2B):	$9.67 hour - $20,114 year

This wage applies to the following O*Net occupations:
39-3091.00 Amusement and Recreation Attendants

> Perform variety of attending duties at amusement or recreation facility. May schedule use of recreation facilities, maintain and provide equipment to participants of sporting events or recreational pursuits, or operate amusement concessions and rides.
> O*Net™ JobZone: 1 -- Education & Training Code: No Level Set

The prevailing wage must be at, or above the federal or state or local minimum wage, whichever is higher. The federal minimum wage is $7.25/hr effective July 24, 2009.

Online Wage Library - FLC Wage Search Results

Monday, April 15, 2019 New Quick Search New Search Wizard

You selected the All Industries database for 7/2012 - 6/2013. Your search returned the following:

Area Code:	38060
Area Title:	Phoenix-Mesa-Scottsdale, AZ MSA
GeoLevel:	1
OES/SOC Code:	49-9071
OES/SOC Title:	Maintenance and Repair Workers, General
Level 1 Wage:	$11.25 hour - $23,400 year
Level 2 Wage:	$14.44 hour - $30,035 year
Level 3 Wage:	$17.63 hour - $36,670 year
Level 4 Wage:	$20.82 hour - $43,306 year
Mean Wage (H-2B):	$17.63 hour - $36,670 year

This wage applies to the following O*Net occupations:
49-9071.00 Maintenance and Repair Workers, General

> Perform work involving the skills of two or more maintenance or craft occupations to keep machines, mechanical equipment, or the structure of an establishment in repair. Duties may involve pipe fitting; boiler making; insulating; welding; machining; carpentry; repairing electrical or mechanical equipment; installing, aligning, and balancing new equipment; and repairing buildings, floors, or stairs.
> O*Net™ JobZone: 3 -- Education & Training Code: No Level Set

The prevailing wage must be at, or above the federal or state or local minimum wage, whichever is higher. The federal minimum wage is $7.25/hr effective July 24, 2009.

Online Wage Library - FLC Wage Search Results

Monday, April 15, 2019 New Quick Search New Search Wizard

You selected the All Industries database for 7/2012 - 6/2013. Your search returned the following:

Area Code:	38060
Area Title:	Phoenix-Mesa-Scottsdale, AZ MSA
GeoLevel:	1
OES/SOC Code:	49-9098
OES/SOC Title:	Helpers--Installation, Maintenance, and Repair Workers
Level 1 Wage:	$9.80 hour - $20,384 year
Level 2 Wage:	$11.36 hour - $23,629 year
Level 3 Wage:	$12.93 hour - $26,894 year
Level 4 Wage:	$14.49 hour - $30,139 year
Mean Wage (H-2B):	$12.93 hour - $26,894 year

This wage applies to the following O*Net occupations:
49-9098.00 Helpers--Installation, Maintenance, and Repair Workers

> Help installation, maintenance, and repair workers in maintenance, parts replacement, and repair of vehicles, industrial machinery, and electrical and electronic equipment. Perform duties such as furnishing tools, materials, and supplies to other workers; cleaning work area, machines, and tools; and holding materials or tools for other workers.
> O*Net™ JobZone: 2 -- Education & Training Code: No Level Set

The prevailing wage must be at, or above the federal or state or local minimum wage, whichever is higher. The federal minimum wage is $7.25/hr effective July 24, 2009.

Online Wage Library - FLC Wage Search Results

Monday, April 15, 2019 New Quick Search New Search Wizard

You selected the All Industries database for 7/2012 - 6/2013. Your search returned the following:

Area Code:	38060
Area Title:	Phoenix-Mesa-Scottsdale, AZ MSA
GeoLevel:	1
OES/SOC Code:	49-9799
OES/SOC Title:	Installation, Maintenance, and Repair Workers, All Other
Level 1 Wage:	$11.57 hour - $24,066 year
Level 2 Wage:	$14.55 hour - $30,264 year
Level 3 Wage:	$17.52 hour - $36,442 year
Level 4 Wage:	$20.50 hour - $42,640 year
Mean Wage (H-2B):	$17.52 hour - $36,442 year

This wage applies to the following O*Net occupations:

49-9081.00 Wind Turbine Service Technicians

Inspect, diagnose, adjust, or repair wind turbines. Perform maintenance on wind turbine equipment including resolving electrical, mechanical, and hydraulic malfunctions.
O*Net™ JobZone: 3 -- Education & Training Code: No Level Set

49-9099.00 Installation, Maintenance, and Repair Workers, All Other
All installation, maintenance, and repair workers not listed separately.
O*Net™ JobZone: NA -- Education & Training Code: No Level Set

49-9099.01 Geothermal Technicians
Perform technical activities at power plants or individual installations necessary for the generation of power from geothermal energy sources. Monitor and control operating activities at geothermal power generation facilities and perform maintenance and repairs as necessary. Install, test, and maintain residential and commercial geothermal heat pumps.
O*Net™ JobZone: 2 -- Education & Training Code: No Level Set

The prevailing wage must be at, or above the federal or state or local minimum wage, whichever is higher. The federal minimum wage is $7.25/hr effective July 24, 2009.

Online Wage Library - FLC Wage Search Results

Monday, April 15, 2019 New Quick Search New Search Wizard

You selected the All Industries database for 7/2012 - 6/2013. Your search returned the following:

Area Code:	38060
Area Title:	Phoenix-Mesa-Scottsdale, AZ MSA
GeoLevel:	1
OES/SOC Code:	53-3032
OES/SOC Title:	Heavy and Tractor-Trailer Truck Drivers
Level 1 Wage:	$15.13 hour - $31,470 year
Level 2 Wage:	$18.03 hour - $37,502 year
Level 3 Wage:	$20.92 hour - $43,514 year
Level 4 Wage:	$23.82 hour - $49,546 year
Mean Wage (H-2B):	$20.92 hour - $43,514 year

This wage applies to the following O*Net occupations:
53-3032.00 Heavy and Tractor-Trailer Truck Drivers

> Drive a tractor-trailer combination or a truck with a capacity of at least 26,000 pounds Gross Vehicle Weight (GVW). May be required to unload truck. Requires commercial drivers' license.
> O*Net™ JobZone: 2 -- Education & Training Code: No Level Set

The prevailing wage must be at, or above the federal or state or local minimum wage, whichever is higher. The federal minimum wage is $7.25/hr effective July 24, 2009.

Online Wage Library - FLC Wage Search Results

Monday, April 15, 2019 New Quick Search New Search Wizard

You selected the All Industries database for 7/2012 - 6/2013. Your search returned the following:

Area Code:	38060
Area Title:	Phoenix-Mesa-Scottsdale, AZ MSA
GeoLevel:	1
OES/SOC Code:	53-3033
OES/SOC Title:	Light Truck or Delivery Services Drivers
Level 1 Wage:	$10.76 hour - $22,381 year
Level 2 Wage:	$14.13 hour - $29,390 year
Level 3 Wage:	$17.49 hour - $36,379 year
Level 4 Wage:	$20.86 hour - $43,389 year
Mean Wage (H-2B):	$17.50 hour - $36,400 year

This wage applies to the following O*Net occupations:
53-3033.00 Light Truck or Delivery Services Drivers

> Drive a light vehicle, such as a truck or van, with a capacity of less than 26,000 pounds Gross Vehicle Weight (GVW), primarily to deliver or pick up merchandise or to deliver packages. May load and unload vehicle.
> O*Net™ JobZone: 2 -- Education & Training Code: No Level Set

The prevailing wage must be at, or above the federal or state or local minimum wage, whichever is higher. The federal minimum wage is $7.25/hr effective July 24, 2009.

Online Wage Library - FLC Wage Search Results

Monday, April 15, 2019 New Quick Search New Search Wizard

You selected the All Industries database for 7/2012 - 6/2013. Your search returned the following:

Area Code:	38060
Area Title:	Phoenix-Mesa-Scottsdale, AZ MSA
GeoLevel:	1
OES/SOC Code:	53-3099
OES/SOC Title:	Motor Vehicle Operators, All Other
Level 1 Wage:	$8.10 hour - $16,848 year
Level 2 Wage:	$9.67 hour - $20,114 year
Level 3 Wage:	$11.24 hour - $23,379 year
Level 4 Wage:	$12.81 hour - $26,645 year
Mean Wage (H-2B):	$11.24 hour - $23,379 year

This wage applies to the following O*Net occupations:
53-3099.00 Motor Vehicle Operators, All Other

All motor vehicle operators not listed separately.
O*Net™ JobZone: NA -- Education & Training Code: No Level Set

The prevailing wage must be at, or above the federal or state or local minimum wage, whichever is higher. The federal minimum wage is $7.25/hr effective July 24, 2009.

Online Wage Library - FLC Wage Search Results

Monday, April 15, 2019 New Quick Search New Search Wizard

You selected the All Industries database for 7/2012 - 6/2013. Your search returned the following:

Area Code:	49740
Area Title:	Yuma, AZ MSA
GeoLevel:	1
OES/SOC Code:	39-1021
OES/SOC Title:	First-Line Supervisors of Personal Service Workers
Level 1 Wage:	$10.16 hour - $21,133 year
Level 2 Wage:	$12.91 hour - $26,853 year
Level 3 Wage:	$15.65 hour - $32,552 year
Level 4 Wage:	$18.40 hour - $38,272 year
Mean Wage (H-2B):	$15.66 hour - $32,573 year

This wage applies to the following O*Net occupations:
39-1021.00 First-Line Supervisors of Personal Service Workers

Directly supervise and coordinate activities of personal service workers, such as flight attendants, hairdressers, or caddies.
O*Net™ JobZone: 3 -- Education & Training Code: No Level Set

39-1021.01 Spa Managers
Plan, direct, or coordinate activities of a spa facility. Coordinate programs, schedule and direct staff, and oversee financial activities.
O*Net™ JobZone: 3 -- Education & Training Code: No Level Set

The prevailing wage must be at, or above the federal or state or local minimum wage, whichever is higher. The federal minimum wage is $7.25/hr effective July 24, 2009.

Online Wage Library - FLC Wage Search Results

Monday, April 15, 2019 New Quick Search New Search Wizard

You selected the All Industries database for 7/2012 - 6/2013. Your search returned the following:

Area Code:	49740
Area Title:	Yuma, AZ MSA
GeoLevel:	2
OES/SOC Code:	39-3091
OES/SOC Title:	Amusement and Recreation Attendants
Level 1 Wage:	$8.22 hour - $17,098 year
Level 2 Wage:	$8.87 hour - $18,450 year
Level 3 Wage:	$9.53 hour - $19,822 year
Level 4 Wage:	$10.18 hour - $21,174 year
Mean Wage (H-2B):	$9.53 hour - $19,822 year

This wage applies to the following O*Net occupations:
39-3091.00 Amusement and Recreation Attendants

> Perform variety of attending duties at amusement or recreation facility. May schedule use of recreation facilities, maintain and provide equipment to participants of sporting events or recreational pursuits, or operate amusement concessions and rides.
> O*Net™ JobZone: 1 -- Education & Training Code: No Level Set

The prevailing wage must be at, or above the federal or state or local minimum wage, whichever is higher. The federal minimum wage is $7.25/hr effective July 24, 2009.

Online Wage Library - FLC Wage Search Results

Monday, April 15, 2019 New Quick Search New Search Wizard

You selected the All Industries database for 7/2012 - 6/2013. Your search returned the following:

Area Code:	49740
Area Title:	Yuma, AZ MSA
GeoLevel:	1
OES/SOC Code:	49-9071
OES/SOC Title:	Maintenance and Repair Workers, General
Level 1 Wage:	$9.75 hour - $20,280 year
Level 2 Wage:	$12.15 hour - $25,272 year
Level 3 Wage:	$14.55 hour - $30,264 year
Level 4 Wage:	$16.95 hour - $35,256 year
Mean Wage (H-2B):	$14.55 hour - $30,264 year

This wage applies to the following O*Net occupations:
49-9071.00 Maintenance and Repair Workers, General

> Perform work involving the skills of two or more maintenance or craft occupations to keep machines, mechanical equipment, or the structure of an establishment in repair. Duties may involve pipe fitting; boiler making; insulating; welding; machining; carpentry; repairing electrical or mechanical equipment; installing, aligning, and balancing new equipment; and repairing buildings, floors, or stairs.
> O*Net™ JobZone: 3 -- Education & Training Code: No Level Set

The prevailing wage must be at, or above the federal or state or local minimum wage, whichever is higher. The federal minimum wage is $7.25/hr effective July 24, 2009.

Online Wage Library - FLC Wage Search Results

Monday, April 15, 2019 New Quick Search New Search Wizard

You selected the All Industries database for 7/2012 - 6/2013. Your search returned the following:

Area Code:	49740
Area Title:	Yuma, AZ MSA
GeoLevel:	1
OES/SOC Code:	49-9098
OES/SOC Title:	Helpers--Installation, Maintenance, and Repair Workers
Level 1 Wage:	$8.13 hour - $16,910 year
Level 2 Wage:	$9.83 hour - $20,446 year
Level 3 Wage:	$11.54 hour - $24,003 year
Level 4 Wage:	$13.24 hour - $27,539 year
Mean Wage (H-2B):	$11.54 hour - $24,003 year

This wage applies to the following O*Net occupations:
49-9098.00 Helpers--Installation, Maintenance, and Repair Workers

> Help installation, maintenance, and repair workers in maintenance, parts replacement, and repair of vehicles, industrial machinery, and electrical and electronic equipment. Perform duties such as furnishing tools, materials, and supplies to other workers; cleaning work area, machines, and tools; and holding materials or tools for other workers.
> O*Net™ JobZone: 2 -- Education & Training Code: No Level Set

The prevailing wage must be at, or above the federal or state or local minimum wage, whichever is higher. The federal minimum wage is $7.25/hr effective July 24, 2009.

Online Wage Library - FLC Wage Search Results

Monday, April 15, 2019 New Quick Search New Search Wizard

You selected the All Industries database for 7/2012 - 6/2013. Your search returned the following:

Area Code:	49740
Area Title:	Yuma, AZ MSA
GeoLevel:	1
OES/SOC Code:	49-9799
OES/SOC Title:	Installation, Maintenance, and Repair Workers, All Other
Level 1 Wage:	$8.66 hour - $18,013 year
Level 2 Wage:	$13.75 hour - $28,600 year
Level 3 Wage:	$18.83 hour - $39,166 year
Level 4 Wage:	$23.92 hour - $49,754 year
Mean Wage (H-2B):	$18.83 hour - $39,166 year

This wage applies to the following O*Net occupations:

49-9081.00 Wind Turbine Service Technicians

Inspect, diagnose, adjust, or repair wind turbines. Perform maintenance on wind turbine equipment including resolving electrical, mechanical, and hydraulic malfunctions.
O*Net™ JobZone: 3 -- Education & Training Code: No Level Set

49-9099.00 Installation, Maintenance, and Repair Workers, All Other
All installation, maintenance, and repair workers not listed separately.
O*Net™ JobZone: NA -- Education & Training Code: No Level Set

49-9099.01 Geothermal Technicians
Perform technical activities at power plants or individual installations necessary for the generation of power from geothermal energy sources. Monitor and control operating activities at geothermal power generation facilities and perform maintenance and repairs as necessary. Install, test, and maintain residential and commercial geothermal heat pumps.
O*Net™ JobZone: 2 -- Education & Training Code: No Level Set

The prevailing wage must be at, or above the federal or state or local minimum wage, whichever is higher. The federal minimum wage is $7.25/hr effective July 24, 2009.

Online Wage Library - FLC Wage Search Results

Monday, April 15, 2019 New Quick Search New Search Wizard

You selected the All Industries database for 7/2012 - 6/2013. Your search returned the following:

Area Code:	49740
Area Title:	Yuma, AZ MSA
GeoLevel:	1
OES/SOC Code:	53-3032
OES/SOC Title:	Heavy and Tractor-Trailer Truck Drivers
Level 1 Wage:	$11.51 hour - $23,941 year
Level 2 Wage:	$14.02 hour - $29,162 year
Level 3 Wage:	$16.53 hour - $34,382 year
Level 4 Wage:	$19.04 hour - $39,603 year
Mean Wage (H-2B):	$16.53 hour - $34,382 year

This wage applies to the following O*Net occupations:
53-3032.00 Heavy and Tractor-Trailer Truck Drivers

> Drive a tractor-trailer combination or a truck with a capacity of at least 26,000 pounds Gross Vehicle Weight (GVW). May be required to unload truck. Requires commercial drivers' license.
> O*Net™ JobZone: 2 -- Education & Training Code: No Level Set

The prevailing wage must be at, or above the federal or state or local minimum wage, whichever is higher. The federal minimum wage is $7.25/hr effective July 24, 2009.

Online Wage Library - FLC Wage Search Results

Monday, April 15, 2019 New Quick Search New Search Wizard

You selected the All Industries database for 7/2012 - 6/2013. Your search returned the following:

Area Code:	49740
Area Title:	Yuma, AZ MSA
GeoLevel:	1
OES/SOC Code:	53-3033
OES/SOC Title:	Light Truck or Delivery Services Drivers
Level 1 Wage:	$10.00 hour - $20,800 year
Level 2 Wage:	$11.93 hour - $24,814 year
Level 3 Wage:	$13.86 hour - $28,829 year
Level 4 Wage:	$15.79 hour - $32,843 year
Mean Wage (H-2B):	$13.86 hour - $28,829 year

This wage applies to the following O*Net occupations:
53-3033.00 Light Truck or Delivery Services Drivers

> Drive a light vehicle, such as a truck or van, with a capacity of less than 26,000 pounds Gross Vehicle Weight (GVW), primarily to deliver or pick up merchandise or to deliver packages. May load and unload vehicle.
> O*Net™ JobZone: 2 -- Education & Training Code: No Level Set

The prevailing wage must be at, or above the federal or state or local minimum wage, whichever is higher. The federal minimum wage is $7.25/hr effective July 24, 2009.

Online Wage Library - FLC Wage Search Results

Monday, April 15, 2019 New Quick Search New Search Wizard

You selected the All Industries database for 7/2012 - 6/2013. Your search returned the following:

Area Code:	49740
Area Title:	Yuma, AZ MSA
GeoLevel:	2
OES/SOC Code:	53-3099
OES/SOC Title:	Motor Vehicle Operators, All Other
Level 1 Wage:	$8.09 hour - $16,827 year
Level 2 Wage:	$10.99 hour - $22,859 year
Level 3 Wage:	$13.90 hour - $28,912 year
Level 4 Wage:	$16.80 hour - $34,944 year
Mean Wage (H-2B):	$13.89 hour - $28,891 year

This wage applies to the following O*Net occupations:
53-3099.00 Motor Vehicle Operators, All Other

All motor vehicle operators not listed separately.
O*Net™ JobZone: NA -- Education & Training Code: No Level Set

The prevailing wage must be at, or above the federal or state or local minimum wage, whichever is higher. The federal minimum wage is $7.25/hr effective July 24, 2009.

Online Wage Library - FLC Wage Search Results

Monday, April 15, 2019 New Quick Search New Search Wizard

You selected the All Industries database for 7/2012 - 6/2013. Your search returned the following:

Area Code:	40140
Area Title:	Riverside-San Bernardino-Ontario, CA MSA
GeoLevel:	1
OES/SOC Code:	39-1021
OES/SOC Title:	First-Line Supervisors of Personal Service Workers
Level 1 Wage:	$13.53 hour - $28,142 year
Level 2 Wage:	$16.32 hour - $33,946 year
Level 3 Wage:	$19.11 hour - $39,749 year
Level 4 Wage:	$21.90 hour - $45,552 year
Mean Wage (H-2B):	$19.11 hour - $39,749 year

This wage applies to the following O*Net occupations:
39-1021.00 First-Line Supervisors of Personal Service Workers

Directly supervise and coordinate activities of personal service workers, such as flight attendants, hairdressers, or caddies.
O*Net™ JobZone: 3 -- Education & Training Code: No Level Set

39-1021.01 Spa Managers
Plan, direct, or coordinate activities of a spa facility. Coordinate programs, schedule and direct staff, and oversee financial activities.
O*Net™ JobZone: 3 -- Education & Training Code: No Level Set

The prevailing wage must be at, or above the federal or state or local minimum wage, whichever is higher. The federal minimum wage is $7.25/hr effective July 24, 2009.

Online Wage Library - FLC Wage Search Results

Monday, April 15, 2019 New Quick Search New Search Wizard

You selected the All Industries database for 7/2012 - 6/2013. Your search returned the following:

Area Code:	40140
Area Title:	Riverside-San Bernardino-Ontario, CA MSA
GeoLevel:	1
OES/SOC Code:	39-3091
OES/SOC Title:	Amusement and Recreation Attendants
Level 1 Wage:	$8.63 hour - $17,950 year
Level 2 Wage:	$9.33 hour - $19,406 year
Level 3 Wage:	$10.04 hour - $20,883 year
Level 4 Wage:	$10.74 hour - $22,339 year
Mean Wage (H-2B):	$10.04 hour - $20,883 year

This wage applies to the following O*Net occupations:
39-3091.00 Amusement and Recreation Attendants

> Perform variety of attending duties at amusement or recreation facility. May schedule use of recreation facilities, maintain and provide equipment to participants of sporting events or recreational pursuits, or operate amusement concessions and rides.
> O*Net™ JobZone: 1 -- Education & Training Code: No Level Set

The prevailing wage must be at, or above the federal or state or local minimum wage, whichever is higher. The federal minimum wage is $7.25/hr effective July 24, 2009.

Online Wage Library - FLC Wage Search Results

Monday, April 15, 2019 New Quick Search New Search Wizard

You selected the All Industries database for 7/2012 - 6/2013. Your search returned the following:

Area Code:	40140
Area Title:	Riverside-San Bernardino-Ontario, CA MSA
GeoLevel:	1
OES/SOC Code:	49-9071
OES/SOC Title:	Maintenance and Repair Workers, General
Level 1 Wage:	$11.86 hour - $24,669 year
Level 2 Wage:	$15.13 hour - $31,470 year
Level 3 Wage:	$18.41 hour - $38,293 year
Level 4 Wage:	$21.68 hour - $45,094 year
Mean Wage (H-2B):	$18.41 hour - $38,293 year

This wage applies to the following O*Net occupations:
49-9071.00 Maintenance and Repair Workers, General

> Perform work involving the skills of two or more maintenance or craft occupations to keep machines, mechanical equipment, or the structure of an establishment in repair. Duties may involve pipe fitting; boiler making; insulating; welding; machining; carpentry; repairing electrical or mechanical equipment; installing, aligning, and balancing new equipment; and repairing buildings, floors, or stairs.
> O*Net™ JobZone: 3 -- Education & Training Code: No Level Set

The prevailing wage must be at, or above the federal or state or local minimum wage, whichever is higher. The federal minimum wage is $7.25/hr effective July 24, 2009.

Online Wage Library - FLC Wage Search Results

Monday, April 15, 2019 New Quick Search New Search Wizard

You selected the All Industries database for 7/2012 - 6/2013. Your search returned the following:

Area Code:	40140
Area Title:	Riverside-San Bernardino-Ontario, CA MSA
GeoLevel:	1
OES/SOC Code:	49-9098
OES/SOC Title:	Helpers--Installation, Maintenance, and Repair Workers
Level 1 Wage:	$9.41 hour - $19,573 year
Level 2 Wage:	$11.17 hour - $23,234 year
Level 3 Wage:	$12.92 hour - $26,874 year
Level 4 Wage:	$14.68 hour - $30,534 year
Mean Wage (H-2B):	$12.92 hour - $26,874 year

This wage applies to the following O*Net occupations:
49-9098.00 Helpers--Installation, Maintenance, and Repair Workers

> Help installation, maintenance, and repair workers in maintenance, parts replacement, and repair of vehicles, industrial machinery, and electrical and electronic equipment. Perform duties such as furnishing tools, materials, and supplies to other workers; cleaning work area, machines, and tools; and holding materials or tools for other workers.
> O*Net™ JobZone: 2 -- Education & Training Code: No Level Set

The prevailing wage must be at, or above the federal or state or local minimum wage, whichever is higher. The federal minimum wage is $7.25/hr effective July 24, 2009.

Online Wage Library - FLC Wage Search Results

Monday, April 15, 2019 New Quick Search New Search Wizard

You selected the All Industries database for 7/2012 - 6/2013. Your search returned the following:

Area Code:	40140
Area Title:	Riverside-San Bernardino-Ontario, CA MSA
GeoLevel:	1
OES/SOC Code:	49-9799
OES/SOC Title:	Installation, Maintenance, and Repair Workers, All Other
Level 1 Wage:	$11.58 hour - $24,086 year
Level 2 Wage:	$15.45 hour - $32,136 year
Level 3 Wage:	$19.31 hour - $40,165 year
Level 4 Wage:	$23.18 hour - $48,214 year
Mean Wage (H-2B):	$19.31 hour - $40,165 year

This wage applies to the following O*Net occupations:

49-9081.00 Wind Turbine Service Technicians

> Inspect, diagnose, adjust, or repair wind turbines. Perform maintenance on wind turbine equipment including resolving electrical, mechanical, and hydraulic malfunctions.
> O*Net™ JobZone: 3 -- Education & Training Code: No Level Set

49-9099.00 Installation, Maintenance, and Repair Workers, All Other
All installation, maintenance, and repair workers not listed separately.
O*Net™ JobZone: NA -- Education & Training Code: No Level Set

49-9099.01 Geothermal Technicians
Perform technical activities at power plants or individual installations necessary for the generation of power from geothermal energy sources. Monitor and control operating activities at geothermal power generation facilities and perform maintenance and repairs as necessary. Install, test, and maintain residential and commercial geothermal heat pumps.
O*Net™ JobZone: 2 -- Education & Training Code: No Level Set

The prevailing wage must be at, or above the federal or state or local minimum wage, whichever is higher. The federal minimum wage is $7.25/hr effective July 24, 2009.

Online Wage Library - FLC Wage Search Results

Monday, April 15, 2019 New Quick Search New Search Wizard

You selected the All Industries database for 7/2012 - 6/2013. Your search returned the following:

Area Code:	40140
Area Title:	Riverside-San Bernardino-Ontario, CA MSA
GeoLevel:	1
OES/SOC Code:	53-3032
OES/SOC Title:	Heavy and Tractor-Trailer Truck Drivers
Level 1 Wage:	$14.68 hour - $30,534 year
Level 2 Wage:	$17.81 hour - $37,045 year
Level 3 Wage:	$20.95 hour - $43,576 year
Level 4 Wage:	$24.08 hour - $50,086 year
Mean Wage (H-2B):	$20.95 hour - $43,576 year

This wage applies to the following O*Net occupations:
53-3032.00 Heavy and Tractor-Trailer Truck Drivers

> Drive a tractor-trailer combination or a truck with a capacity of at least 26,000 pounds Gross Vehicle Weight (GVW). May be required to unload truck. Requires commercial drivers' license.
> O*Net™ JobZone: 2 -- Education & Training Code: No Level Set

The prevailing wage must be at, or above the federal or state or local minimum wage, whichever is higher. The federal minimum wage is $7.25/hr effective July 24, 2009.

Online Wage Library - FLC Wage Search Results

Monday, April 15, 2019 New Quick Search New Search Wizard

You selected the All Industries database for 7/2012 - 6/2013. Your search returned the following:

Area Code:	40140
Area Title:	Riverside-San Bernardino-Ontario, CA MSA
GeoLevel:	1
OES/SOC Code:	53-3033
OES/SOC Title:	Light Truck or Delivery Services Drivers
Level 1 Wage:	$9.35 hour - $19,448 year
Level 2 Wage:	$12.68 hour - $26,374 year
Level 3 Wage:	$16.00 hour - $33,280 year
Level 4 Wage:	$19.33 hour - $40,206 year
Mean Wage (H-2B):	$16.00 hour - $33,280 year

This wage applies to the following O*Net occupations:
53-3033.00 Light Truck or Delivery Services Drivers

> Drive a light vehicle, such as a truck or van, with a capacity of less than 26,000 pounds Gross Vehicle Weight (GVW), primarily to deliver or pick up merchandise or to deliver packages. May load and unload vehicle.
> O*Net™ JobZone: 2 -- Education & Training Code: No Level Set

The prevailing wage must be at, or above the federal or state or local minimum wage, whichever is higher. The federal minimum wage is $7.25/hr effective July 24, 2009.

Online Wage Library - FLC Wage Search Results

Monday, April 15, 2019 New Quick Search New Search Wizard

You selected the All Industries database for 7/2012 - 6/2013. Your search returned the following:

Area Code:	40140
Area Title:	Riverside-San Bernardino-Ontario, CA MSA
GeoLevel:	1
OES/SOC Code:	53-3099
OES/SOC Title:	Motor Vehicle Operators, All Other
Level 1 Wage:	$8.65 hour - $17,992 year
Level 2 Wage:	$11.76 hour - $24,461 year
Level 3 Wage:	$14.88 hour - $30,950 year
Level 4 Wage:	$17.99 hour - $37,419 year
Mean Wage (H-2B):	$14.88 hour - $30,950 year

This wage applies to the following O*Net occupations:
53-3099.00 Motor Vehicle Operators, All Other

All motor vehicle operators not listed separately.
O*Net™ JobZone: NA -- Education & Training Code: No Level Set

The prevailing wage must be at, or above the federal or state or local minimum wage, whichever is higher. The federal minimum wage is $7.25/hr effective July 24, 2009.

Online Wage Library - FLC Wage Search Results

Monday, April 15, 2019 New Quick Search New Search Wizard

You selected the All Industries database for 7/2012 - 6/2013. Your search returned the following:

Area Code:	42060
Area Title:	Santa Barbara-Santa Maria, CA MSA
GeoLevel:	1
OES/SOC Code:	39-1021
OES/SOC Title:	First-Line Supervisors of Personal Service Workers
Level 1 Wage:	$13.37 hour - $27,810 year
Level 2 Wage:	$16.73 hour - $34,798 year
Level 3 Wage:	$20.09 hour - $41,787 year
Level 4 Wage:	$23.45 hour - $48,776 year
Mean Wage (H-2B):	$20.09 hour - $41,787 year

This wage applies to the following O*Net occupations:
39-1021.00 First-Line Supervisors of Personal Service Workers

> Directly supervise and coordinate activities of personal service workers, such as flight attendants, hairdressers, or caddies.
> O*Net™ JobZone: 3 -- Education & Training Code: No Level Set

39-1021.01 Spa Managers
Plan, direct, or coordinate activities of a spa facility. Coordinate programs, schedule and direct staff, and oversee financial activities.
O*Net™ JobZone: 3 -- Education & Training Code: No Level Set

The prevailing wage must be at, or above the federal or state or local minimum wage, whichever is higher. The federal minimum wage is $7.25/hr effective July 24, 2009.

Online Wage Library - FLC Wage Search Results

Monday, April 15, 2019 New Quick Search New Search Wizard

You selected the All Industries database for 7/2012 - 6/2013. Your search returned the following:

Area Code:	42060
Area Title:	Santa Barbara-Santa Maria, CA MSA
GeoLevel:	1
OES/SOC Code:	39-3091
OES/SOC Title:	Amusement and Recreation Attendants
Level 1 Wage:	$8.55 hour - $17,784 year
Level 2 Wage:	$8.86 hour - $18,429 year
Level 3 Wage:	$9.16 hour - $19,053 year
Level 4 Wage:	$9.47 hour - $19,698 year
Mean Wage (H-2B):	$9.16 hour - $19,053 year

This wage applies to the following O*Net occupations:
39-3091.00 Amusement and Recreation Attendants

> Perform variety of attending duties at amusement or recreation facility. May schedule use of recreation facilities, maintain and provide equipment to participants of sporting events or recreational pursuits, or operate amusement concessions and rides.
> O*Net™ JobZone: 1 -- Education & Training Code: No Level Set

The prevailing wage must be at, or above the federal or state or local minimum wage, whichever is higher. The federal minimum wage is $7.25/hr effective July 24, 2009.

Online Wage Library - FLC Wage Search Results

Monday, April 15, 2019 New Quick Search New Search Wizard

You selected the All Industries database for 7/2012 - 6/2013. Your search returned the following:

Area Code:	42060
Area Title:	Santa Barbara-Santa Maria, CA MSA
GeoLevel:	1
OES/SOC Code:	49-9071
OES/SOC Title:	Maintenance and Repair Workers, General
Level 1 Wage:	$10.94 hour - $22,755 year
Level 2 Wage:	$15.19 hour - $31,595 year
Level 3 Wage:	$19.43 hour - $40,414 year
Level 4 Wage:	$23.68 hour - $49,254 year
Mean Wage (H-2B):	$19.43 hour - $40,414 year

This wage applies to the following O*Net occupations:
49-9071.00 Maintenance and Repair Workers, General

> Perform work involving the skills of two or more maintenance or craft occupations to keep machines, mechanical equipment, or the structure of an establishment in repair. Duties may involve pipe fitting; boiler making; insulating; welding; machining; carpentry; repairing electrical or mechanical equipment; installing, aligning, and balancing new equipment; and repairing buildings, floors, or stairs.
> O*Net™ JobZone: 3 -- Education & Training Code: No Level Set

The prevailing wage must be at, or above the federal or state or local minimum wage, whichever is higher. The federal minimum wage is $7.25/hr effective July 24, 2009.

Online Wage Library - FLC Wage Search Results

Monday, April 15, 2019 New Quick Search New Search Wizard

You selected the All Industries database for 7/2012 - 6/2013. Your search returned the following:

Area Code:	42060
Area Title:	Santa Barbara-Santa Maria, CA MSA
GeoLevel:	1
OES/SOC Code:	49-9098
OES/SOC Title:	Helpers--Installation, Maintenance, and Repair Workers
Level 1 Wage:	$8.62 hour - $17,930 year
Level 2 Wage:	$9.84 hour - $20,467 year
Level 3 Wage:	$11.06 hour - $23,005 year
Level 4 Wage:	$12.28 hour - $25,542 year
Mean Wage (H-2B):	$11.06 hour - $23,005 year

This wage applies to the following O*Net occupations:
49-9098.00 Helpers--Installation, Maintenance, and Repair Workers

> Help installation, maintenance, and repair workers in maintenance, parts replacement, and repair of vehicles, industrial machinery, and electrical and electronic equipment. Perform duties such as furnishing tools, materials, and supplies to other workers; cleaning work area, machines, and tools; and holding materials or tools for other workers.
> O*Net™ JobZone: 2 -- Education & Training Code: No Level Set

The prevailing wage must be at, or above the federal or state or local minimum wage, whichever is higher. The federal minimum wage is $7.25/hr effective July 24, 2009.

Online Wage Library - FLC Wage Search Results

Monday, April 15, 2019 New Quick Search New Search Wizard

You selected the All Industries database for 7/2012 - 6/2013. Your search returned the following:

Area Code:	42060
Area Title:	Santa Barbara-Santa Maria, CA MSA
GeoLevel:	1
OES/SOC Code:	49-9799
OES/SOC Title:	Installation, Maintenance, and Repair Workers, All Other
Level 1 Wage:	$14.69 hour - $30,555 year
Level 2 Wage:	$18.43 hour - $38,334 year
Level 3 Wage:	$22.17 hour - $46,114 year
Level 4 Wage:	$25.91 hour - $53,893 year
Mean Wage (H-2B):	$22.17 hour - $46,114 year

This wage applies to the following O*Net occupations:

49-9081.00 Wind Turbine Service Technicians

Inspect, diagnose, adjust, or repair wind turbines. Perform maintenance on wind turbine equipment including resolving electrical, mechanical, and hydraulic malfunctions.
O*Net™ JobZone: 3 -- Education & Training Code: No Level Set

49-9099.00 Installation, Maintenance, and Repair Workers, All Other
All installation, maintenance, and repair workers not listed separately.
O*Net™ JobZone: NA -- Education & Training Code: No Level Set

49-9099.01 Geothermal Technicians
Perform technical activities at power plants or individual installations necessary for the generation of power from geothermal energy sources. Monitor and control operating activities at geothermal power generation facilities and perform maintenance and repairs as necessary. Install, test, and maintain residential and commercial geothermal heat pumps.
O*Net™ JobZone: 2 -- Education & Training Code: No Level Set

The prevailing wage must be at, or above the federal or state or local minimum wage, whichever is higher. The federal minimum wage is $7.25/hr effective July 24, 2009.

Online Wage Library - FLC Wage Search Results

Monday, April 15, 2019 New Quick Search New Search Wizard

You selected the All Industries database for 7/2012 - 6/2013. Your search returned the following:

Area Code:	42060
Area Title:	Santa Barbara-Santa Maria, CA MSA
GeoLevel:	1
OES/SOC Code:	53-3032
OES/SOC Title:	Heavy and Tractor-Trailer Truck Drivers
Level 1 Wage:	$14.34 hour - $29,827 year
Level 2 Wage:	$16.55 hour - $34,424 year
Level 3 Wage:	$18.75 hour - $39,000 year
Level 4 Wage:	$20.96 hour - $43,597 year
Mean Wage (H-2B):	$18.75 hour - $39,000 year

This wage applies to the following O*Net occupations:
53-3032.00 Heavy and Tractor-Trailer Truck Drivers

> Drive a tractor-trailer combination or a truck with a capacity of at least 26,000 pounds Gross Vehicle Weight (GVW). May be required to unload truck. Requires commercial drivers' license.
> O*Net™ JobZone: 2 -- Education & Training Code: No Level Set

The prevailing wage must be at, or above the federal or state or local minimum wage, whichever is higher. The federal minimum wage is $7.25/hr effective July 24, 2009.

Online Wage Library - FLC Wage Search Results

Monday, April 15, 2019 New Quick Search New Search Wizard

You selected the All Industries database for 7/2012 - 6/2013. Your search returned the following:

Area Code:	42060
Area Title:	Santa Barbara-Santa Maria, CA MSA
GeoLevel:	1
OES/SOC Code:	53-3033
OES/SOC Title:	Light Truck or Delivery Services Drivers
Level 1 Wage:	$11.37 hour - $23,650 year
Level 2 Wage:	$14.54 hour - $30,243 year
Level 3 Wage:	$17.71 hour - $36,837 year
Level 4 Wage:	$20.88 hour - $43,430 year
Mean Wage (H-2B):	$17.71 hour - $36,837 year

This wage applies to the following O*Net occupations:
53-3033.00 Light Truck or Delivery Services Drivers

> Drive a light vehicle, such as a truck or van, with a capacity of less than 26,000 pounds Gross Vehicle Weight (GVW), primarily to deliver or pick up merchandise or to deliver packages. May load and unload vehicle.
> O*Net™ JobZone: 2 -- Education & Training Code: No Level Set

The prevailing wage must be at, or above the federal or state or local minimum wage, whichever is higher. The federal minimum wage is $7.25/hr effective July 24, 2009.

Online Wage Library - FLC Wage Search Results

Monday, April 15, 2019 New Quick Search New Search Wizard

You selected the All Industries database for 7/2012 - 6/2013. Your search returned the following:

Area Code:	42060
Area Title:	Santa Barbara-Santa Maria, CA MSA
GeoLevel:	1
OES/SOC Code:	53-3099
OES/SOC Title:	Motor Vehicle Operators, All Other
Level 1 Wage:	$22.03 hour - $45,822 year
Level 2 Wage:	$23.62 hour - $49,130 year
Level 3 Wage:	$25.21 hour - $52,437 year
Level 4 Wage:	$26.80 hour - $55,744 year
Mean Wage (H-2B):	$25.21 hour - $52,437 year

This wage applies to the following O*Net occupations:
53-3099.00 Motor Vehicle Operators, All Other

All motor vehicle operators not listed separately.
O*Net™ JobZone: NA -- Education & Training Code: No Level Set

The prevailing wage must be at, or above the federal or state or local minimum wage, whichever is higher. The federal minimum wage is $7.25/hr effective July 24, 2009.

Exhibit 75

Exhibit 75 contains extracts from http://www.flcdatacenter.com/download.aspx . Click the link for 7/2012-6/2013 FLC Wage Data. In the zip folder, select the Excel spreadsheet marked EDC_Export, and search by the area code and SOC code indicated.

http://www.flcdatacenter.com/download.aspx

Area	SocCode	GeoLvl	Average	Level1	Level2	Level3	Level4
38060	49-9071	1	16.55	12.33	14.44	16.55	18.66
49740	49-9799	2	18.01	12.86	15.44	18.01	20.59
42060	53-3099	4	17.86	12.42	15.14	17.87	20.59

Federal Register

Friday,
December 19, 2008

Part V

Department of Labor

Employment and Training Administration

20 CFR Parts 655 and 656
Labor Certification Process and Enforcement for Temporary Employment in Occupations Other Than Agriculture or Registered Nursing in the United States (H–2B Workers), and Other Technical Changes; Final Rule

Butler's Exh. 76, p. 001

Butler 02197

DEPARTMENT OF LABOR

Employment and Training Administration

20 CFR Parts 655 and 656

RIN 1205–AB54

Labor Certification Process and Enforcement for Temporary Employment in Occupations Other Than Agriculture or Registered Nursing in the United States (H–2B Workers), and Other Technical Changes

AGENCY: Employment and Training Administration, Department of Labor, in concurrence with the Wage and Hour Division, Employment Standards Administration, Department of Labor.

ACTION: Final rule.

SUMMARY: The Employment and Training Administration (ETA) of the Department of Labor (DOL or the Department) is amending its regulations to modernize the procedures for the issuance of labor certifications to employers sponsoring H–2B nonimmigrants for admission to perform temporary nonagricultural labor or services and the procedures for enforcing compliance with attestations made by those employers. Specifically, this Final Rule re-engineers the application filing and review process by centralizing processing and by enabling employers to conduct pre-filing recruitment of United States (U.S.) workers. In addition, the rule enhances the integrity of the H–2B program through the introduction of post-adjudication audits and procedures for penalizing employers who fail to comply with program requirements. This rule also makes technical changes to the regulations relating to both the H–1B program and the permanent labor certification program to reflect operational changes stemming from this regulation.

Although Congress has conferred the statutory authority to enforce H–2B program requirements on the Department of Homeland Security (DHS), recent discussions between DHS and the Department have yielded an agreement for the delegation of H–2B enforcement authority from DHS to the Department. This Final Rule contains the Wage and Hour Division (WHD) regulations establishing the H–2B enforcement procedures that the Department will institute pursuant to that agreement. Separately, this Final Rule institutes conditions and procedures for the debarment of employers, attorneys, and agents participating in the H–2B foreign labor certification process. As discussed further below, the Department intends to exercise its inherent authority under case law and general principles of program administration to determine what entities practice before it.

DATES: This Final Rule is effective January 18, 2009.

FOR FURTHER INFORMATION CONTACT: For information on the H–2B labor certification process governed by 20 CFR 655.1 to 655.35, contact William L. Carlson, Administrator, Office of Foreign Labor Certification, Employment and Training Administration, U.S. Department of Labor, 200 Constitution Avenue, NW., Room C–4312, Washington, DC 20210. Telephone: (202) 693–3010 (this is not a toll-free number). Individuals with hearing or speech impairments may access the telephone via TTY by calling the toll-free Federal Information Relay Service at 1–800–877–8339.

For information on the H–2B enforcement process governed by 20 CFR 655.50 to 655.80, contact Michael Ginley, Office of Enforcement Policy, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, 200 Constitution Avenue, NW., Room S–3502, Washington, DC 20210. Telephone (202) 693–0745 (this is not a toll-free number). Individuals with hearing or speech impairments may access the telephone number above via TTY by calling the toll-free Federal Information Relay Service at 1–800–877–8339.

SUPPLEMENTARY INFORMATION:

I. Background Leading to the NPRM

A. Statutory Standard and Current Department of Labor Regulations

Section 101(a)(15)(H)(ii)(b) of the Immigration and Nationality Act (INA or the Act) defines an H–2B worker as a nonimmigrant admitted to the U.S. on a temporary basis to perform temporary nonagricultural labor or services. 8 U.S.C. 1101(a)(15)(H)(ii)(b).

Section 214(c)(1) of the INA requires DHS to consult with "appropriate agencies of the Government" before granting any H–2B visa petition submitted by an employer. 8 U.S.C. 1184(c)(1). The regulations for the U.S. Citizenship and Immigration Services (USCIS), the agency within DHS charged with the adjudication of nonimmigrant benefits such as H–2B status, currently require, at 8 CFR 214.2(h)(6), that the intending employer (other than in the Territory of Guam) first apply for a temporary labor certification from the Secretary of Labor (the Secretary) advising USCIS whether U.S. workers capable of performing the services or labor are available, and whether the employment of the foreign worker(s) will adversely affect the wages and working conditions of similarly employed U.S. workers.

The Department's role in the H–2B visa program stems from its obligation, outlined in DHS regulations, to certify, upon application by a U.S. employer intending to petition DHS to admit H–2B workers, that there are not enough able and qualified U.S. workers available for the position sought to be filled and that the employment of the foreign worker(s) will not adversely affect the wages and working conditions of similarly employed U.S. workers. 8 U.S.C. 1101(a)(15)(H)(ii)(b); 8 U.S.C. 1184(c)(1); see also 8 CFR 214.2(h)(6).

The Department's role in the H–2B process is currently advisory to DHS. 8 CFR 214.2(h)(6)(iii)(A). DHS regulations provide that an employer may not file a petition with DHS for an H–2B temporary worker unless it has received a labor certification from the Department (or the Governor of Guam, as appropriate), or received a notice from either that a certification cannot be issued. 8 CFR 214.2(h)(6)(iii)(C), (iv)(A), (vi)(A).

Currently, the Department's regulations at 20 CFR part 655, Subpart A, "Labor Certification Process for Temporary Employment in Occupations other than Agriculture, Logging or Registered Nursing in the United States (H–2B Workers)," govern the H–2B labor certification process. Applications for labor certification are processed by the Office of Foreign Labor Certification (OFLC) in ETA, the agency to which the Secretary of Labor has delegated her advisory responsibilities described in the DHS H–2B regulations, after they are processed by the State Workforce Agency (SWA) having jurisdiction over the area of intended employment.[1] The SWA reviews the employer's application and job offer (comparing the employer's offered wage against the prevailing wage for the position); supervises U.S. worker recruitment; and forwards completed applications to OFLC for further review and final determination.

Under current procedures, the employer must demonstrate that its need for the services or labor is temporary as defined by one of four regulatory standards: (1) A one-time occurrence; (2) a seasonal need; (3) a

[1] The SWAs are agencies of State Government that receive Federal Workforce Investment Act (WIA), Wagner-Peyser Act, and other funds to administer our nation's state-based employment services system and perform certain activities on behalf of the Federal Government.

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peakload need; or (4) an intermittent need. 8 CFR 214.2(h)(6)(ii)(B). The employer or its authorized representative must currently submit to the SWA a detailed statement of temporary need and supporting documentation with the application for H–2B labor certification. Such documentation must provide a description of the employer's business activities and schedule of operations throughout the year, explain why the job opportunity and the number of workers requested reflects its temporary need, and demonstrate how the employer's need meets one of these four regulatory standards. Based on longstanding practice and DOL program guidance, the employer must also establish that the temporary position is full-time and that the period of need is generally one year or less, consistent with the standard under DHS regulations at 8 CFR 214.2h(6). This Final Rule clarifies that full-time employment, for purposes of temporary labor certification employment, means at least 30 hours per week, except that where a State or an established practice in an industry has developed a definition of full-time employment for any occupation that is less than 30 hours per week, that definition governs.

Additionally, the employer must recruit from the U.S. labor market to determine if a qualified U.S. worker is available for the position. In addition, in order to ensure an adequate test of the labor market for the position sought to be filled, the employer must comply with other program requirements. For example, it must offer and subsequently pay throughout the period of employment a wage that is equal to or higher than the prevailing wage for the occupation at the skill level and in the area of intended employment; provide terms and conditions of employment that are not less favorable than those offered to the foreign worker(s); and not otherwise inhibit the effective recruitment and consideration of U.S. workers for the job.

Historically, the Department's review and adjudication of permanent and temporary labor certification applications (including H–2B) took place through ETA's Regional Offices. However, in December 2004, the Department opened two new National Processing Centers (NPCs), one each located in Atlanta, Georgia, and Chicago, Illinois, to centralize processing of permanent and temporary foreign labor certification cases at the Federal level. The Department published a notice in the **Federal Register**, at 70 FR 41430, Jul. 19, 2005, clarifying that employers seeking H–2B labor certifications must file two originals of Form ETA 750, Part A, directly with the SWA serving the area of intended employment. Once the application is reviewed by the SWA and after the employer conducts its required recruitment, the SWA sends the complete application to the appropriate NPC. The NPC Certifying Officer (CO) issues a labor certification for temporary employment under the H–2B program, denies the certification, or issues a notice including the reasons why such certification cannot be made. Prior to June 1, 2008, the NPCs shared responsibility for processing of temporary labor certification applications; each NPC had jurisdiction over and processed applications from a different subset of states and territories. Effective June 1, 2008, the NPCs specialized, each assuming responsibility for different types of applications. Now, H–2B temporary labor certification applications approved by the SWAs are processed exclusively by the Chicago NPC. 73 FR 11944, Mar. 5, 2008.

Currently, the Department has no enforcement authority or process to ensure H–2B workers who are admitted to the U.S. are employed in compliance with H–2B labor certification requirements. Congress vested DHS with that enforcement authority in 2005. See 8 U.S.C. 1184, as amended by the Emergency Supplemental Appropriations Act for Defense, the Global War on Terror, and Tsunami Relief of 2005, Public Law 109–13, 119 Stat. 231. As described more fully below, the Department in this Final Rule establishes the H–2B regulatory enforcement regime proposed in the NPRM, consistent with the agreement for a delegation of enforcement authority reached by the Department and DHS pursuant to 8 U.S.C. 1184(c)(14)(B). This enforcement regime also includes debarment procedures for ETA and the Employment Standards Administration, Wage and Hour Division (WHD), under the Department's inherent debarment authority, which is explained in greater detail below.

B. Earlier Efforts To Reform the H–2B Regulatory Process

On January 27, 2005, DHS and the Department issued companion NPRMs to significantly revise each agency's H–2B processing procedures. 70 FR 3984, Jan. 27, 2005; 70 FR 3993, Jan. 27, 2005. As proposed, those changes to both agencies' regulations would have eliminated in whole the Department's adjudicatory role, ending the current labor certification process for most H–2B occupations and requiring employers to submit labor-related attestations directly to USCIS as part of a revised supplement accompanying the H–2B petition.

The two agencies received numerous comments on the joint NPRMs in 2005. Most commenters opposed the proposals to move the program adjudication to USCIS and to eliminate the Department's role in reviewing the need of employers and the recruitment of U.S. workers except in post-adjudication audits. Commenter concerns focused in part on the loss of the Department's experience in adjudicating issues of temporary need and the potential adverse impact on U.S. workers. Based on the significant concerns posed in those comments, and after further deliberation within each agency, the Department and DHS have not pursued their 2005 proposals. Consequently, the NPRM published by the Department on January 27, 2005 (RIN 1205–AB36) was withdrawn in the Department of Labor's Fall 2007 Regulatory Agenda. See *http://www.reginfo.gov/public/do/eAgendaViewRule?ruleID=221117.*

As stated in the May 22, 2008, NPRM preceding this Final Rule, the Department continued, however, to closely review the H–2B program procedures in order to determine appropriate revisions to the H–2B labor certification process. This ongoing systematic review was accelerated in light of considerable workload increases for both the Department and the SWAs (an approximate 30 percent increase in applications in Fiscal Year (FY) 2007 over those received in FY 2006, and a similar increase during the first half of FY 2008) as well as limited appropriations funding program-related operations.

On April 4, 2007, ETA issued Training and Employment Guidance Letter (TEGL) No. 21–06, 72 FR 19961, Apr. 20, 2007, to replace its previous guidance for the processing of H–2B applications (General Administration Letter No. 1–95, 60 FR 7216, Feb. 7, 1995) and update procedures for SWAs and NPCs to use in the processing of temporary labor certification applications. The Department then held national briefing sessions in Chicago and Atlanta on May 1 and May 4, 2007, respectively, to inform employers and other stakeholders of the updated processing guidance contained in TEGL 21–06. Attendees at those briefing sessions raised important questions and concerns with regard to the effective implementation of TEGL 21–06 by the SWAs and ETA's National Processing Centers (NPCs). In response to the

substantive concerns that were raised, the Department further refined the process of reviewing applications in TEGL 27–06 (June 12, 2007), providing special procedures for dealing with forestry related occupations, and TEGL No. 21–06, Change 1 (June 25, 2007), and updating procedures by allowing the NPC Certifying Officer (CO) to request additional information from employers to facilitate the processing of H–2B applications. 72 FR 36501, Jul. 3, 2007; 72 FR 38621, Jul. 13, 2007. Several issues were not addressed by those refinements, particularly concerns relating to increasing workload and processing delays, which required regulatory changes. This Final Rule addresses a number of those unresolved issues.

C. Current Process Involving Temporary Labor Certifications and the Need for a Redesigned System

As described in the May 22, 2008, NPRM, the process for obtaining a temporary labor certification has been described to the Department as complicated, time-consuming, inefficient, and dependent upon the expenditure of considerable resources by employers. The current, duplicative process requires the employer to first file a temporary labor certification with the SWA, which reviews the application, compares the wage offer to the prevailing wage for the occupation, oversees the recruitment of U.S. workers, and then transfers the application to the applicable ETA NPC, which conducts a final review of the application. This process has been criticized for its length, overlap of effort, and resulting delays. Application processing delays, regardless of origin, can lead to adverse results with serious repercussions for a business, especially given the numerical limitation or "cap" on visas under this program, as a result of which any processing delay may prevent an employer from securing visas for H–2B workers during any given half year period for which numbers are available. This occurs because employer demand for the limited number of visas greatly exceeds their supply, and all visas are typically allocated in the early weeks of availability. See 8 U.S.C. 1184(g)(1)(B) (setting H–2B annual visa cap at 66,000) and 8 U.S.C. 1184(g)(10) (setting a cap of 33,000 as the number of H–2B visas that may be allocated during each 6-month period of a fiscal year).

The increasing workload of the Department and SWAs poses a growing challenge to the efficient and timely processing of applications. As stated in the NPRM, the H–2B foreign labor certification program continues to increase in popularity among employers. While the annual number of visas available is limited by statute, the number of labor certifications is not. The number of H–2B labor certification applications has increased 129 percent since FY 2000. In FY 2007, the Department experienced a nearly 30 percent increase in H–2B temporary labor certification application filings over the previous fiscal year. This increasing workload is exacerbated because the INA does not authorize the Department to charge a fee to employers for processing H–2B applications.[2] At the same time, appropriated funds have not kept pace with the increased workload at the State or Federal level. This has resulted in significant disparities in processing times among the SWAs. Some observers have noted these disparities among States unfairly advantage one set of employers (those in which the SWAs are able to timely process applications) over others (those in which SWAs experience delays due to backlogs resulting from inadequate staffing or funding, or other causes).[3]

In light of these recurring experiences, this Final Rule institutes several significant measures to reengineer the Department's administration of the program. These changes improve the process by which employers obtain labor certification and where our program experience has demonstrated additional measures would assist the Department in protecting the job opportunities and wages of U.S. workers. The Final Rule also provides greater accountability for employers through penalties, up to and including debarment, as an additional safeguard against abuse of the program.

D. Overview of Redesigned H–2B Foreign Labor Certification Process

As proposed in the NPRM and finalized in this rule, the redesigned application process will require employers to complete recruitment steps similar to those now required, but will require them to do so prior to filing the application for labor certification. Once recruitment is complete, this Final Rule maintains the requirement proposed in the NPRM that the completed application be submitted directly to DOL instead of being filed with a SWA. This Final Rule eliminates the SWA duplicative review of the H–2B application. In association with this Final Rule, the Department has redesigned the application form currently used for the H–2A and H–2B temporary labor certification programs and proposed a new ETA Form 9142. Additional information about the new application form appears in the Administrative Information section of this preamble. This rule does not eliminate or federalize SWA activities (*e.g.*, the job order and interstate clearance process) that may ultimately support an employer's H–2B application but are funded and governed independently under the Wagner-Peyser Act. This rule does federalize prevailing wage determinations, previously performed by the SWAs under this program.

To test the U.S. labor market appropriately, employers will be required to first obtain from the Chicago NPC a prevailing wage rate to be used in the recruitment of U.S. workers. To make this request, employers in the non-agricultural labor certification programs will use a new ETA Form 9141, which was designed and will be implemented in conjunction with this Final Rule. As with the Form 9142, additional information about the Form 9141 appears in the Administrative Information section of the preamble. The employer will then follow recruitment steps similar to those required under the current program. The NPRM proposed increasing the number of required advertisements to three. However, in response to comments, the Final Rule returns to the current requirement of two advertisements, although it retains the proposed requirement that one of those advertisements be placed on a Sunday.

Consistent with the NPRM, this Final Rule requires the employer to attest to and enumerate its recruitment efforts as part of the application but does not require the employer to submit

[2] On June 17, 2008, the Department transmitted draft legislation to the Congress that would amend the INA to provide the Department with authority to charge and retain a fee to recoup the costs of administering the H–2B labor certification program.

[3] The growth in the number of applications is explained in part by the increasing desire of employers for a legal temporary workforce and by legislation that permitted greater numbers of H–2B workers into the U.S. by exempting from the 66,000 annual cap any H–2B worker who had been counted against the numerical cap in previous years. See Save Our Small and Seasonal Businesses Act of 2005, Public Law 109–13, Div. B, Title IV, 119 Stat. 318 (effective May 11, 2005) (exempting from numerical cap for FY 2005 and FY 2006 returning H–2B workers who had counted against the cap in one of the three fiscal years preceding the fiscal year in which the visa petition was filed), and Save Our Small and Seasonal Businesses Act of 2006, included in the Defense Authorization Act for FY 2007, Sec. 1074, Public Law 109–364 (making amendment retroactive to October 1, 2006, and extending the exemption through FY 2007). These returning worker provisions expired September 30, 2007. 8 U.S.C. 1184(g)(9) (2007); INA sec. 214(g)(9); see also Sec. 14006, Public Law 108–287, 118 Stat. 951, 1014 (August 6, 2004) (exempting some fish roe occupations from the cap).

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supporting documentation with its application. To ensure the integrity of the process, the Final Rule requires the employer to retain documentation of its recruitment, as well as other documentation specified in the regulations, for 3 years from the date of certification. The employer will be required to provide this documentation in response to a request for additional information by the Certifying Officer (CO) before certification or by ETA pursuant to an audit or in the course of an investigation by the Wage and Hour Division (WHD) after a determination on the application has been issued. The Department has set the document retention requirement at 3 years rather than the proposed 5 years in response to comments received expressing concerns that five years would impose an unnecessary burden on small employers, especially those that are mobile or have a mobile component.

Employers or their authorized representatives (attorneys or agents) will be required to submit applications using a new form designed to demonstrate the employer's compliance with the obligations of the H–2B program. As described in the NPRM and the Final Rule, the application form will collect, in the form of attestations, information that is largely required already by the current H–2B labor certification process. These attestations are required from the employer to ensure adherence to program requirements and to establish accountability. As with recruitment, employers are required to retain records documenting their compliance with all program requirements. An application that is complete will be accepted by the NPC for processing and will undergo final review by the Department.

Based on the Department's experience, and in response to concerns voiced in public comments about the need for H–2B stakeholder guidance and ETA staff training, we have added a transition period to the Final Rule at new § 655.5. Although the Final Rule takes effect 30 days from publication, it phases in implementation based on employment start dates listed in the application. Employers with a date of need on or after October 1, 2009, will be governed by these new regulations. Employers with a date of need on or after the rule's effective date but prior to October 1, 2009, will follow the transitional process described in § 655.5. Additional information about the transition process appears below.

In order to further protect the integrity of the program, specific verification steps, such as verifying the employer's Federal Employer Identification Number (FEIN) to ensure the employer is a bona fide business entity, will occur during processing to ensure the accuracy of the information supplied by the employer. If an application does not appear to be complete or merit approval on its face but requires additional information in order to be adjudicated, the CO will issue a Request for Further Information (RFI), a process the program already employs. After Departmental review, an application will be certified or denied.

As proposed in the NPRM and adopted in the Final Rule, the introduction of new post-adjudication audits will serve, along with WHD investigations, as both a quality control measure and a means of ensuring program compliance. Audits will be conducted on adjudicated applications meeting certain criteria, as well as on randomly-selected applications. In the event of an audit or WHD investigation, employers will be required to provide information supporting the attestations made in the application. Failure to meet the required standards or to provide information in response to an audit or investigation may result in an adverse finding on the application in question, initiate Departmental supervised recruitment in future applications, and penalties.[4]

As stated in the NPRM, the Department expects the modernized processing of applications will yield a reduction in the overall average time needed to process H–2B labor certification applications. This process is expected to lead to greater certainty and predictability for employers by reducing processing times which have exceeded our historical 60-day combined State and Federal processing timeframe.

II. Discussion of Comments on the Proposed Rule

In response to the proposed rule, the Department received 134 comments, of which 88 were unique and another 46 were duplicate form comments. Commenters represented a broad range of constituencies for the H–2B program, including individual employers, agents, industry coalitions and trade groups, advocacy and legal aid organizations, labor unions, a bar association, congressional oversight and authorizing committees, and individual members of the public.

The Department received comments both in support and opposition to the proposed regulation. Comments supported, for example, the anticipated efficiencies of the proposed streamlined process and the potential conversion to electronic filing. Broadly, other commenters opposed the rule because they felt it would undermine program integrity or weaken worker protections and U.S. worker access to job opportunities. Still others believed the rulemaking untimely, given the general weakening of the economy, or that the proposed rule failed to address what they believed to be key problems underlying the program. Several of those problems, such as the annual cap of 66,000 H–2B visas per year, are statutory and cannot be changed through regulation.

In addition, as described in greater detail below, the Department received comments raising a variety of concerns with specific proposals and provisions within the rule. After reviewing those comments thoughtfully and systematically, the Department has modified several provisions and retained others as originally proposed in the NPRM.

Provisions of the NPRM that received comments are discussed below; provisions that were not commented on or revised for technical reasons have been adopted as proposed. The Department has made some technical changes to the regulatory text for clarity and to improve readability, but those changes were not designed to alter the meaning or intent of the regulation.

A. Section 655.2—Territory of Guam

In the Final Rule, the Department has revised the discussion on the authority of the Governor of Guam to clarify that the enforcement of the provisions of the H–2B visa program in Guam resides with the Governor, pursuant to DHS regulations.

B. Section 655.4—Definitions

Of the definitions proposed in the NPRM, comments were received on the definitions for "agent," "attorney," "employ," "employer," "full time," "representative," and "United States worker."

The proposed rule defined an agent as "a legal entity or person which is authorized to act on behalf of the employer for temporary agricultural labor certification purposes, and is not itself an employer as defined in this subpart. The term 'agent' specifically excludes associations or other organizations of employers." In response to comments, the Department has corrected the typographical error and replaced "agricultural" with "nonagricultural."

Some commenters supported the proposed definition of agent with regard to its barring of associations or organizations of employers. One bar

[4] Further sanctions may be imposed by DHS. See 8 U.S.C. 1184(c)(14).

Butler's Exh. 76, p. 005

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association commented there had been many abuses by agents in the past, including the unauthorized practice of law, and recommended the Department adopt the definition under DHS regulations at 8 CFR 292.1. We have reviewed the guidelines under that section and concluded it is inappropriate for the labor certification process. The standard set by 8 CFR 292.1 is not tailored to the Department's needs. For example, it includes, among others, law students and "reputable individuals." We have determined such persons may not be appropriate to practice before the Department, in particular for purposes of foreign labor certification activities. That definition was designed to fit the needs of another Federal agency and would eliminate many current individuals who act on behalf of employers in the labor certification process with the Department.

The Department acknowledges that allowing agents who are not attorneys does not fit into the categories recognized by DHS and creates a difference between the two agencies. The Department has permitted agents who do not meet these criteria to appear before it for decades. Agents who are not attorneys have represented claimants before the Department in a wide variety of activities since long before the development of H–2A program, and DOL's programs, where they intersect with those of DHS, permit a broader range of representation. To change such a long-standing practice in the context of this rulemaking would represent a major change in policy that the Department is not prepared to make at this time and was suggested in the NPRM seeking comments. Consequently, the Department has not adopted this recommendation. The Department will maintain its long-standing practice and policy with respect to who may represent employers.

For greater clarity, a definition for "Administrator, Wage and Hour Division (WHD)" has been added to the definition section of the regulation to distinguish this official from the "Administrator, Office of Foreign Labor Certification (OFLC)." Regulatory text has been added where needed to distinguish between these officials.

The proposed rule defined an attorney as:

> Any person who is a member in good standing of the bar of the highest court of any State, possession, territory, or commonwealth of the U.S., or the District of Columbia, and who is not under suspension or disbarment from practice before any court or before DHS or the U.S. Department of Justice's Executive Office for Immigration Review. Such a person is permitted to act as an attorney or representative for an employer under this part; however, an attorney who acts as a representative must do so only in accordance with the definition of "representative" in this section.

In the Final Rule, the Department has reworded the definition to provide more clarity regarding the bodies or courts that could suspend or disbar an attorney. The Department has also revised the final sentence in the definition to read: "Such a person is permitted to act as an agent or attorney for an employer and/or foreign worker under this subpart."

In the NPRM, the Department added a definition for "employ" and made revisions to the definition of "employer." A trade association suggested that the Department eliminate the definition of "employ" but retain the definition of "employer," stating that the definition of "employ" adds nothing to clarify status or legal obligations under the H–2B program and insinuates broad legal concepts that add unnecessary confusion. As suggested by commenters, the Department has deleted the definition of "employ." We agree this definition did not provide any additional clarification regarding status or legal obligations related to the H–2B program and may generate some confusion with other statutes.

The Department received comments that the requirement for a Federal Employer Identification Number (FEIN) as incorporated in the definition of "employer" could be problematic for some employers. One commenter recommended the use of the DUNS number as a complement to the FEIN. The "data universal numbering system" (DUNS), which is operated by Dunn & Bradstreet, issues nine-digit numbers that serve as unique identifiers and are used, in cases, by the Federal Government or individual businesses to track business entities. The Department has decided to retain the definition as proposed, and notes that it is easy for employers to obtain FEINs, which have the advantage of being assigned by the Internal Revenue Service, although in paragraph (1)(iii) of the definition we have added the phrase "for purposes of the filing of an application," to clarify the FEIN is information gathered specifically at the point of application for H–2B labor certification. In paragraph (1)(i) of the definition, the Department has replaced "may" with "must" to clarify U.S. workers must be referred to a U.S. location for employment.

Commenters supported the inclusion of a definition for "full time." The Department agrees with one commenter's assertion that, consistent with program practice, the definition should not be construed to establish an actual obligation of the number of hours that must be guaranteed each week. The parameters set forth in the definition of "full time" refer to the number of hours that are generally perceived to constitute that type of employment, as distinguished from "part time," and are not a requirement that an employer offer a certain number of hours or any other terms or conditions of employment.

The Department has also made changes to the definition of a job contractor for purposes of clarity. The changes make clear that the job contractor, rather than the contractor's client, must control the work of the individual employee.

One trade association commented that to the extent the intent of the rule is to define the respective liability of agents and representatives, it should articulate a clear set of standards for liability. The association found the definition of "representative" to be problematic and suggested deleting or revising it. The commenter questioned whether the intent of the regulation was to make the representative liable for any misrepresentations in an attestation made on behalf of an employer. Because of potential overlaps with the definition and role of agent, the commenter also requested the rule clarify if, and under what circumstances, an agent is liable for activities undertaken on behalf of an employer. The commenter recommended the Department delete the provision on the representative's role in the consideration of U.S. workers, questioning what rationale the Department had for dictating under what circumstances an attorney or other person can interview U.S. applicants for the job, and why the Department is "singling out" attorneys within the definition.

The Department disagrees with the commenter's interpretation of the liability of an agent or attorney for the acts of the employer. The duties of an agent or attorney may vary widely and not all duties that an agent or attorney undertakes may lead to liability. The Department recognizes, however, that some of an agent's or attorney's duties in representing an employer may put the agent or attorney in the role of the employer and be a basis for assigning liability for the employer's acts or omissions. For example, in undertaking to represent an employer in the H–2A program, an agent or attorney not only performs administrative tasks but also

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submits attestations regarding the employer's obligations under the program. Attorneys and agents undertake a significant duty in making such representations. They are, therefore, responsible for reasonable due diligence in ensuring that employers understand their responsibilities under the program and are prepared to execute those obligations. Agents and attorneys do not themselves make the factual attestations and are not required to have personal knowledge that the attestations they submit are accurate. They are, however, required to inform the employers they represent of the employers' obligations under the program, including the employers' liability for making false attestations, and the prohibition on submitting applications containing attestations they know or should know are false. Failure to perform these responsibilities may render the agent or attorney personally liable for false attestations. The Department has decided to retain the definition as proposed.

One commenter believed that the definition of "United States worker" presented in the NPRM was too narrow and that there are other persons in the United States legally entitled to work in addition to those in the categories listed. The Department disagrees and has retained the proposed definition, as it is inclusive and consistent with other provisions of immigration law and regulations that define U.S. workers and persons authorized to work in the U.S.

The Department also added definitions for the terms "Administrative Law Judge," "Chief Administrative Law Judge," "Department of Homeland Security," and "United States Citizenship and Immigration Services," mirroring the definitions in the Department's H–2A Final Rule. These terms and definitions were inadvertently omitted from the proposed rule.

The Department has added a definition of the term "*strike*" to the Final Rule. The definition clarifies that the Department will evaluate whether job opportunities are vacant because of a strike, lockout, or work stoppage on an individualized, position-by-position basis.

The Department also has added a definition of "successor in interest" to make clear that the Department will consider the facts of each case to determine whether the successor and its agents were personally involved in the violations that led to debarment in determining whether the successor constitutes a "successor in interest" for purposes of the rule.

C. Section 655.5—Transition

The Department recognizes that implementing the provisions of the Final Rule may be somewhat difficult for employers who have already filed their applications with the SWA to begin recruiting U.S. workers. Even though the NPRM put current and future users of H–2B workers on notice regarding the Department's intention to publish a Final Rule, the rule represents a departure from the current administration of the program. H–2B employers, including those who expressed concern regarding the time frame for a Final Rule, will require some period of time to prepare and adjust their requests for nonimmigrant workers to perform temporary or seasonal nonagricultural services or labor, particularly in tandem with changes to DHS processing of cases, and understand how to complete the Department's new forms for requesting a prevailing wage and applying for temporary employment certification.

In response to comments, the Department is accordingly adopting a transition period, outlined in new § 655.5 (previously reserved). Employers filing applications for H–2B workers on or after the effective date of these regulations where the date of need for the services or labor to be performed is before October 1, 2009, will be required to obtain a prevailing wage determination from the SWA serving the area of intended employment, rather than the NPC, but must meet all of the other pre-filing recruitment requirements outlined in this regulation before an *Application for Temporary Employment Certification* can be filed with the NPC. However, employers filing applications on or after the effective date of these regulations where the date of need for H–2B workers is on or after October 1, 2009, must obtain a prevailing wage determination from the NPC and comply with all of the obligations and assurances detailed in this subpart. The SWAs will no longer accept for processing applications filed by employers for H–2B workers on or after the effective date of these regulations. Rather, the SWAs will assist the Department's transition efforts by issuing prevailing wage determinations where the employer's need for H–2B workers is prior to October 1, 2009. This will allow the rest of the pre-filing recruitment requirements, obligations and assurances to become effective immediately. During this transition period, the Department expects that SWAs will continue to allow employers to file prevailing wage requests on forms they currently use in other visa programs in order to minimize any confusion and expedite the prevailing wage review process.

In order to complete the processing of applications filed with the SWAs prior to the effective date of these regulations, the transition procedures require the SWAs to continue to process all active applications under the former regulations and transmit all completed applications to the NPC for review and issuance of a final determination. In circumstances where the SWA has already transmitted the completed application to the NPC, the NPC will complete its review in accord with the former regulations and issue a final determination. OFLC intends to conduct several national stakeholder briefings to familiarize program users with these requirements.

D. Section 655.6—Temporary Need

Congress mandated the H–2B program be used to fill only the temporary needs of employers where no unemployed U.S. workers capable of performing the work can be found. 8 U.S.C. 1101(a)(15)(H)(ii)(b). Therefore, as explained in the NPRM, the Department will continue to determine whether the employer has demonstrated that it has a need for foreign labor that cannot be met by U.S. workers and that the need is temporary in nature.

The controlling factor continues to be the employer's temporary need and not the nature of the job duties. *Matter of Artee Corp.*, 18 I&N Dec. 366 (Comm. 1982); *cf. Global Horizons, Inc.* v. *DOL*, 2007–TLC–1 (Nov. 30, 2006) (upholding the Department's position that a failure to prove a specific temporary need precludes acceptance of temporary H–2A application).

DHS regulations at 8 CFR 214.2(h)(6)(ii)(B) provide that a petitioner's need be one of the following: (1) A one-time occurrence, in which an employer demonstrates it has not had a need in the past for the labor or service and will not need it in the future, but needs it at the present time; (2) a seasonal need, in which the employer establishes that the service or labor is recurring and is traditionally tied to a season of the year; (3) a peakload need, in which the employer needs to supplement its permanent staff on a temporary basis due to a short-term demand; or (4) an intermittent need, in which the employer demonstrates it occasionally or intermittently needs temporary workers to perform services or labor for short periods.

As proposed in the NPRM, for purposes of a one-time occurrence, under this Final Rule the Department will consider a position to be temporary

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as long as the employer's need for the duties to be performed is temporary or finite, regardless of whether the underlying job is temporary or permanent in nature, and as long as that temporary need—as demonstrated by the employer's attestations, temporary need narrative, and other relevant information—is less than 3 consecutive years. This interpretation is consistent with the rule proposed by USCIS on August 20, 2008, 73 FR 49109, which is being finalized in conjunction with this regulation.

Consistent with the final USCIS regulations, the Department proposed—and the Final Rule permits—a one-time occurrence to include one-time temporary events that have created the need for temporary workers for up to 3 years. The Final Rule requires those employers to request annual labor certifications based on new tests of the U.S. labor market. As stated in the NPRM, we believe this is the best method by which to ensure U.S. worker access to these job opportunities, but recognize that an employer's need for workers to fill positions could, in some cases, last more than one year.

The Department received a number of comments in response to the proposed expansion of the one-time occurrence definition. A job contractor commented that it did not believe the Department needed to specifically authorize the possibility of a 3-year, one-time need, since it could be inferred as already having the authority to certify such situations as long as the employer's situation as described in the application was compelling. However, the commenter believed that establishing a maximum 3-year stay may be limiting under certain circumstances such as rebuilding after natural disasters. It also creates confusion and complexity for the employer applicants who may not understand the distinction between a 3-year labor need broadly speaking and a one-time occurrence. Under the NPRM and this Final Rule, the extension of the temporary need definition from 1 year or less to potentially up to 3 years does not apply to all categories of need. The Department believes employers should understand that an H–2B visa will only be granted for longer than 1 year in the case of a one-time occurrence.

Neither the Department nor DHS is changing the long-established definition of one-time occurrence which encompasses both unique non-recurring situations but also any "temporary event of a short duration [that] has created the need for a temporary worker." For example, an employer could utilize the H–2B program to secure a worker to replace a permanent employee who was injured. Further, if that permanent employee, upon returning to work, subsequently suffered another injury, the same employer could utilize the H–2B program again to replace the injured employee on the basis of a one-time occurrence. A one-time occurrence might also arise when a specific project creates a need for additional workers over and above an employer's normal workforce. For example, if a shipbuilder got a contract to build a ship that was over and above its normal workload, that might be a one-time occurrence. However, the Department would not consider it a one-time occurrence if the same employer filed serial requests for H–2B workers for each ship it built.

The NPRM required that employers request recertification annually where their one-time occurrence extends beyond 1 year. The Department agrees with public comments that, where the need is one-time only, the added burden and expense of an additional labor market test does not make sense where the total period of need is less than 18 months. Therefore, an employer with a one-time need that has been approved for more than 1 year but less than 18 months will receive a labor certification covering the entire period of need, and will not be required to conduct another labor market test for the portion of time beyond 12 months. An employer requesting certification based on a one-time occurrence it expects to last 18 months or longer, however, will be required to conduct one or more additional labor market tests.

A number of individual small business commenters were concerned that the proposed changes went beyond the original intent of the program and would leave the seasonal and peakload businesses for which it was intended without adequate numbers of visas. They raised longstanding concerns with what many believe is an arbitrarily low visa cap and the strong competition among industries for the limited visas. These commenters posited that expanding the term to 3 years would open up the program to a wider number of industries, further increasing competition for visas and effectively crowding out those employers for which these commenters believe the visa was intended. One small employer thought it would allow high tech businesses to participate in the H–2B program to use up all the visas and leave other employers with real peakload needs wanting. This employer also thought it would create a security threat by letting visas be sold on the black market. SWAs commenting also questioned the change in definition as being what they described as a significant program change. While most employers of highly skilled workers currently avail themselves of the H–1B visa program, they are not precluded from seeking, as an alternative, H–2B nonimmigrant status, if they otherwise meet the requirements of the H–2B program. None of the changes proposed by the Department would make the H–2B visa program any more or less available to highly skilled workers or provide employers who might wish to use such persons as H–2B workers with any greater advantage than other H–2B employers. In addition, with respect to visas issued by the State Department based on an approved DHS petition, the Department is unaware of any contemplated change in this or the DHS rulemaking that would create an automatic 3-year H–2B visa. Depending on reciprocity schedules, under current State Department regulations, an initial H–2B visa is generally issued for a year or less, or for the validity period of the approved H–2B petition, but can be extended for additional periods of time to correspond to any period of time DHS might extend such H–2B petition. Nothing in this rule would change that.

Several Members of Congress submitted separate comments on behalf of congressional committees. One U.S. Senator opposed the expansion of the definition of a one-time occurrence as contrary to the 1987 legal opinion of the Department of Justice, Office of the Legal Counsel. The comment stated that the Department of Justice considered various views of the proposed construction of "temporarily" in the context of the H–2A visa program and declined to define temporary as up to 3 years. According to the comment, the Justice opinion concluded that the statutory text, Congressional intent, and sound policy compelled a definition of temporary to be 1 year or less for all H–2 classifications. The comment also pointed to the Department's and DHS's proposed rules on the H–2A program that retained the one year or less definition of temporary (absent extraordinary circumstances) as evidence that the current construction should be retained. The commenter was concerned that the regulation would lead to abuse of the H–2B program by encouraging some employers who want to take advantage of the program to characterize long-term or permanent jobs as temporary. The commenter believed that these longer-term jobs should be filled by U.S. workers and, if none are available, only then through the employment-based immigration visa process.

Several labor unions also commented on this provision, largely in opposition.

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One believed the proposal to be at odds with years of precedent and immigration and workforce policy, as well as current law. The commenter asserted that expanding the definition conflicts with DHS regulations, runs counter to the purpose of the H–2B program, and undermines the Congressional mandate to protect U.S. workers. Another labor organization contended that if an employer's need is longer than a short duration it is not a temporary need, and a period longer than a year is not of short duration. This commenter opposed the inclusion of this provision and urged the Department to withdraw this proposed change. Another union proposed temporary employment be limited to six months and "certainly no longer than [1] year." Another labor organization opposing the proposed provision did not believe that the requirement that employers retest the labor market each year represented a meaningful safeguard for domestic workers, particularly if the Department were to adopt an attestation-based system where recruitment of U.S. workers is not actively supervised by the SWAs. It recommended the H–2B program be made consistent with the H–2A program concerning the definition of temporary.

Several worker advocacy organizations also opposed this provision, indicating their belief it was not in keeping with the objectives of the program and would open most construction jobs in the country to be potentially part of the program. An individual employer commented that seasonal should mean 8 months or less so as to not compete with local permanent jobs.

A law firm commented that the proposed changes went beyond what it believed Congress intended and claimed anecdotally it would directly and proportionally adversely affect the industries for which it felt the program was designed. It believed that the problems with the program are more associated with the delays and uncertainties related to the inadequate number of visas as well as inadequate budget and staffing at all levels of the application process. The commenter recommended these problems would be best addressed by Congress and by increased fees at each step. It also believed that this expansion of the definition would encourage additional industries, most notably the information technology industry, to participate and to put undue pressure on an already pressured program.

Conversely, several employer and trade associations supported the expanded provision. One employer association welcomed the change as long in coming. Another supported it as a means to provide greater flexibility across industries and regions. Still another recommended that the 3-year provision be expanded beyond "one-time need" to the other three categories of temporary need.

A legal association supported the proposal to expand temporary need but suggested the Department rethink the requirement that employers retest the market each year. According to the comment, requiring employers to get a new prevailing wage and perform additional recruitment and filing each year would increase workload for the Department, increase costs to employers, and fails to recognize the advantages of the employer having the availability of trained, experienced workers. It recommended that a reasonable alternative would be for employers to check the prevailing wage determination annually to ensure that the workers are being paid the appropriate wage but not to have to undertake further recruitment efforts.

Many SWAs commented on the proposed rule. On the issue of temporariness, one SWA stated its support for retesting the labor market each year. An employer association supported retesting the labor market each year only in situations where there was a significant time period beyond the ordinary 10-month period left on the labor certification. It believed that this requirement would be too onerous on employers if applied to jobs lasting only 18 months, for example.

Finally, a worker advocacy group recommended the addition of a process either through the Department or the SWAs under which workers could challenge the determination that the jobs are temporary.

The Department defers to the Department of Homeland Security and will use their definition of temporary need as published in their Final Rule on H–2B. Currently, that definition, including the four categories of need, appears at 8 CFR 214.2(h)(6)(ii), and requires the employer show extraordinary circumstances in order to establish a need for longer than 1 year. DHS's Final Rule amends 8 CFR 214.2(h)(6)(ii)(B) to eliminate the requirement for extraordinary circumstances and clarify that a temporary need is one that ends in the near, definable future, which in the case of a one-time occurrence could last longer than 1 year and up to 3 years. Accordingly, we have deleted the definitions we had in our regulatory text in the NPRM and instead provided a reference to the DHS regulations.

E. Section 655.10—Determination of Prevailing Wage for Labor Certification Purposes

1. Federalizing Prevailing Wage Determinations

The Department proposed a new reengineered system to federalize the issuance of prevailing wages, under which employers would obtain the prevailing wage for the job opportunity directly from the NPC. As proposed, the new federalized process would allow employers to file prevailing wage requests with the appropriate NPC—designated as the Chicago NPC for prevailing wage requests—no more than 90 days before the start of recruitment. The proposed rule also clarified the validity period for wage determinations. Based on annual updates to the Occupational Employment Survey (OES) database, and depending on the time of year that the prevailing wage determination (PWD) was obtained from the Department, relative to the date of the most recent update, the wage determination provided could be valid from several months up to 1 year. The NPRM sought comments from employers who had utilized the program in the past on the efficacy of this proposed action.

The Department received numerous comments on this new process. After consideration of all comments, we have decided to implement the PWD process as proposed in the NPRM. However, to reflect the transition from the current system to the new, the Final Rule now clarifies that employers with a date of need on or after October 1, 2009, must seek a PWD from the Chicago NPC prior to beginning recruitment, while employers with prior dates of need will continue to seek PWDs from the SWAs. However, consistent with the Department's intent to immediately implement the Final Rule, and as set forth in § 655.5 of this Final Rule, SWAs will be required to follow the procedures instituted under § 655.10 for any prevailing wage determination requests submitted on or after the date this Final Rule takes effect.

Overwhelmingly, commenters were concerned about the capability of the NPC to provide timely and accurate prevailing wage determinations. Commenters supporting the new centralized process included trade associations, employer-based organizations, businesses, and individual professionals with significant experience in the foreign labor certification field. Of those, some requested reassurance that the Department would allocate sufficient resources and training to the PWD

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activity at the NPCs to prevent processing delays. They urged the Department to institute mechanisms to ensure consistency between NPCs and across job titles, descriptions, and requirements; and to offer comprehensive training to employers, attorneys, and agents prior to implementation.

Many commenters, including labor unions, advocacy organizations, academic institutions, and SWAs expressed concern that the NPC staff would not possess the same level of expertise, particularly locally-oriented expertise, required to provide accurate, context-appropriate prevailing wage determinations as the SWA staff. They believed this could lead to reduced scrutiny, inaccuracy, backlogs, and delays, and adversely affect U.S. worker wages and job opportunities. The SWAs that commented on this issue were concerned that transferring the determination to the NPCs would also degrade customer service, and some questioned whether OES really keeps pace with changes in local standards. One state has had success with its own system and recommended the Department replicate that system on a national scale.

One advocacy organization expressed the view that centralization would be particularly harmful to amusement park industry workers, which currently use a weekly rate rather than an hourly rate. One employer was concerned that NPC-issued PWDs would be inaccurate and biased in favor of higher wages, raising program costs. Several commenters opposed PWD federalization in its entirety and proposed full funding of SWAs for these activities. In the alternative, they recommended that, if the Department were to move forward, it hire staff with strong PWD backgrounds and create a separate PWD unit within the NPC.

To guard against potential delays, some commenters requested that a timeframe for the process be established, or recommended adjustments to the process as proposed. A small business coalition recommended the Department permit employers to recruit without first getting the PWD from the NPC, so long as the employer accompanied its H–2B application with a printout of a current and appropriate wage from O*NET, which is the Internet wage survey the Department updates on an annual basis. A large trade association made a similar recommendation, with a proviso that if the employer has not used the correct wage from the database, it would be required to restart the application process after obtaining a PWD from the NPC. The Department also received a suggestion that employers be allowed to get the OES rate themselves unless they want a safe harbor which would be provided by getting the wage rate from the NPC or SWA. Another commenter was concerned that employer surveys do not provide the same safe harbor as SWA determinations and another commenter was concerned that eliminating the SWA from the process meant that the safe harbor would also be eliminated.

This Final Rule establishes rules under which employers may provide their own information. Apart from those instances, the Department believes there is greater value and potential for greater consistency and efficiency in having the NPC provide the wage. The Department believes that continued oversight at the Federal level is essential to ensuring that the job opportunities are advertised and paid at the required wage and therefore does not adversely affect U.S. worker wages.

A number of commenters urged that within this new process, the Department provide a vehicle for communication between program users and NPC staff to resolve disagreements on the job opportunity or wage level and educate program users on the Department's methodology. One trade association recommended the Department disclose its methodology for a PWD upon request from an employer with sufficient time to avoid delaying the application. Other organizations conditioned their support of the new process specifically on the creation of a mechanism for communicating or interacting with the public. Some commenters observed that the appeal process for wage determinations can be quite lengthy, and not a viable option in the context of H–2B or H–1B, where timing is critical; those commenters were particularly concerned that without such communication the timeframe for resolving any prevailing wage determination issues would be lengthened.

The Department recognizes its responsibility to provide an efficient process for prevailing wage determinations. Now that the backlog in the permanent labor program has been eliminated, resources are being redirected to other OFLC priorities, including offsetting some costs associated with the re-engineering of the temporary labor certification programs. As the new program design is implemented, we will allocate available appropriated resources to key activities, including the PWD function. As part of this process, the Department will focus on identifying areas where improvements could be made, including developing and providing needed training. The Department will also look to its stakeholder community for input and suggestions for improvements.

The Department will provide stakeholder briefings on H–2B Final Rule, is updating its Prevailing Wage Guidance for agricultural and nonagricultural programs, and will provide additional training and educational material as appropriate.

The Department will, to the extent feasible and within available resources, seek to hire qualified staff, will train staff already on board, and if appropriate, will consider establishing a separate PWD unit at the Chicago NPC. In addition, the Department will strive to provide timely, appropriate guidance to program users and SWAs to ensure a successful transition and implementation. We remain confident that federalizing the prevailing wage application component will instill a high level of efficiency and consistency in the process which has been a past problem. This increased efficiency and consistency will help ensure more accurate wage determinations, which result in improved protections for U.S. workers.

As stated in the NPRM, the Department strongly believes that shifting wage determination activities to NPC staff will reduce the risk of job misclassification because of centralized staff experience, thereby not only strengthening program integrity, but also ensuring consistency in classification across States, resulting in improved protections for U.S. workers.

As discussed in the NPRM, the Department has received numerous reports that in cases where job descriptions are complex and contain more than one different and definable job opportunity, some SWAs have made inconsistent classifications that resulted in inconsistent PWDs. Furthermore, where H–2B workers are required to work in several different geographic areas that may be in the jurisdiction of several SWAs (examples include the New York, New Jersey, Connecticut "Tri-state Region" or the Washington, DC-Maryland-Virginia metropolitan area), questions have arisen about where to file a prevailing wage request and how that wage should be determined. Utilizing a federalized system will alleviate such confusion. Moreover, the Department's current prevailing wage guidance requires SWAs refer—with certain exceptions—to federally provided OES data to determine the appropriate prevailing wage for jobs. Therefore, the NPC can provide the data

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and there is no requirement for any local input or expertise.

The Department understands the desire for a fixed timeframe within which an employer will receive a prevailing wage determination. The timeframe depends on a number of factors, including the volume and timing of requests received, the method by which the requests are received (whether paper or electronic), the complexity of the request, and the resources available. Nevertheless, the Department has committed as part of the Final Rule to processing employer requests for prevailing wage determinations within 30 days of receipt.

However, the Department acknowledges that this process of obtaining a prevailing wage may endure a period of processing time fluctuation as a result of the transition. We therefore recommend that, as an initial matter, employers filing H–2B applications should file a Prevailing Wage Determination Request, Form 9141, with the NPC at least 60 days in advance of their initial recruitment efforts. The Department will make every effort to process these requests within the 60 days. The Department will analyze its experience with application patterns and workload, as the NPCs take on the prevailing wage determinations in the other programs handled by OFLC. During that time, the Department will review not only the level of requests it receives, but the information contained in the requests and whether the information received is typically sufficient to be able to generate accurate prevailing wages, or whether employers are providing deficient information. The Department's intent is to substantially reduce the response time for prevailing wage determinations and to design procedures, based upon the results of its analyses to provide employers with greater certainty in their expectation of response time from the NPC.

One commenter thought the prevailing wages would be based on a national average as a result of the centralization in the NPC. That commenter misunderstood the proposal; the wages will continue to be based on applicable data for the area of intended employment. The Department did not propose any change to the methodology used to determine the wage rates under the H–2B program and continues to support the use of OES data as the basis for the prevailing wage determinations. The OES program produces occupational estimates by geographic area and by industry. Estimates based on geographic areas are available at the national, State, and metropolitan area levels. Industry estimates are available for over 450 industry classifications at the national level. The industry classifications correspond to the sector, 3, 4, and 5-digit North American Industry Classification System industrial groups. The OES program also provides data at the substate level in addition to the State level. Data is compiled for each metropolitan statistical area and for additional areas that completely cover the balance of each state. It also offers the ability to establish four wage-level benchmarks commonly associated with the concepts of experience, skill, responsibility and difficulty variations within each occupation.

In the Final Rule, the Department has revised § 655.10(d) to clarify that where the duration of a job opportunity is less than one year or less, the prevailing wage determination will be valid for the duration of the job opportunity.

2. Automating the PWD Process

Initially the PWD process will be a manual process. It is the Department's goal to allow the PWD activity eventually to be conducted electronically between the NPC and the employer. The Department sought comment from potential program users on all aspects of its PWD proposal, but in particular regarding the required use of an online prevailing wage system and corresponding form for interaction with the NPC.

The Department received several comments in support of an electronic process. One commenter suggested the centralization of prevailing wage determinations be delayed until the electronic process was available. Another commenter suggested the electronic process should not be mandatory for all employers, since not all employers have access to the Internet. One commenter expressed concern that employers would use an electronic system to "shop" for occupations with the lowest wages to use in describing their job opportunities. The Department disagrees with the suggestion we delay implementation of the prevailing wage function until an electronic version is available. If and when the Department implements an electronic application system, it customarily makes special provisions for those who cannot access the electronic system, and advises the public accordingly. The Department appreciates the input on an electronic system and will take the comments into consideration should a new system be proposed.

3. Extending the PWD Model to PERM, H–1B/H–1B1, E–3, and H–1C Programs

The Department received comments on its proposal to extend the federalized wage determination process to other permanent and temporary worker programs. Some believed that the Department should not include other programs in an H–2B rulemaking. One commenter suggested that the process should not be extended until the new system has proven to be workable. Another commenter was concerned that extending the process to these other programs would result in the total elimination of the States when enforcement capacity is best kept at the State level. One commenter who supported the federalization mentioned that the assignment of occupational codes from the Standard Occupational Classification (SOC) system is also key and should be reviewed. The SOC system is used by many Federal agencies to classify workers into occupational categories.

a. H–1B and PERM Programs

As proposed in the NPRM, for consistency and greater efficiency across non-agricultural programs, this Final Rule extends the new prevailing wage request processing model to the permanent labor certification program, as well as to the H–1B, H–1B1, H–1C and E–3 specialty occupation nonimmigrant programs. As stated in the NPRM, the new process will not alter the substantive requirements of foreign labor certification programs, and we anticipate that, at least in the foreseeable future, the methodology for determining appropriate wage rates will remain much the same as it stands today. Our intent is to modernize, centralize, and make the mechanics and analysis behind wage determination more consistent. Much as the SWAs do now, the NPCs will evaluate the particulars of the employer's job offer, such as the job duties and requirements for the position and the geographic area in which the job is located, to arrive at the correct PWD based on OES data, CBA rates, employer-provided surveys, or other appropriate information. The Department's current prevailing wage guidance for non-agricultural foreign labor certification programs has been in effect since 2005 and is posted in the form of a memorandum on the OFLC Web site. In the near term, the Department will update and formalize its guidance for making prevailing wage determinations to maintain some existing procedures and revise others such as to conform to these regulations. As program experience administering

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the PWD process grows, the Department may revise its guidance to explain and assist employers in navigating the process.

To implement and standardize the new process, ETA has developed a new standard Prevailing Wage Determination Request (PWDR) form for employers to use in requesting the applicable wage regardless of program or job classification. As stated in the NPRM, the Department is considering means by which eventually such requests could be submitted, and a prevailing wage provided, electronically.

For purposes of the permanent labor certification (PERM) program, this rule amends the regulations at 20 CFR part 656 to reflect the transfer of prevailing wage determination functions from the SWAs to the NPCs and makes final the technical changes described in the proposed rule.

For purposes of the H–1B program, this rule amends the regulations at 20 CFR part 655 to reflect the transfer of PWD functions from the SWAs to the NPCs and makes final the technical changes described in the proposed rule. Department regulations covering the H–1B program also govern the H–1B1 and E–3 programs, which both require the filing and approval of a "Labor Condition Application," or LCA, rather than a "labor certification application." The Final Rule also amends § 655.1112 governing the H–1C program, to provide for the federalization of prevailing wage determinations.

As described in the NPRM and included in the Final Rule, under the new process, for purposes of H–2B job classifications, NPC staff will follow the requirements outlined under new §§ 655.10 and 655.11 when reviewing each position and determining the appropriate wage rate. These new regulatory sections are consistent with existing provisions at 20 CFR 656.40 and the Department's May 2005 Prevailing Wage Determination Policy Guidance, Nonagricultural Immigration Programs, but would supersede current regulations and guidance for the H–2B program to the extent there are any perceived inconsistencies.

These new regulatory sections supersede current regulations and guidelines for all prevailing wage requests in the H–1B, H–1B1, E–3 and PERM programs made on or after January 1, 2010, and for H–1C prevailing wage requests made on or after the effective date of this Final Rule. The Department appreciates that employers will require some time to become accustomed to the new method of securing a prevailing wage determination. The SWAs will also need a time of transition to complete pending prevailing wage determination requests, just as the NPC will require a corresponding time to fully implement the new form and process. The Department believes keeping PWD activities with the SWAs for PERM, H–1B and related programs until January 2010 will facilitate the transition of Federal staff and program users to complete federalization of prevailing wage determinations. Therefore, the Chicago NPC will begin to provide prevailing wage determinations in programs other than H–2B and H–1C on January 1, 2010. Given the limited size of the H–1C program, and the possibility it may sunset in 2009, the Department believes it can begin processing prevailing wage determination requests shortly after this Final Rule takes effect. Prevailing wage requests under the H–1C program made prior to the effective date of this Final Rule will be governed by the Department's current procedures and its 2005 guidance. Any prevailing wage requests for other non-H–2B programs governed by this regulation made prior to January 1, 2010, must be submitted to the SWA having jurisdiction over the area of intended employment and will be valid for the period listed on the determination issued by the SWA. Prevailing wage determinations issued prior to January 1, 2010, by a SWA will be valid after October 1, 2010, if so determined by the SWA issuing them, and fully enforceable as determined by the applicable regulation (H–1B, H–1B1, E–3, H–1C or PERM).

b. H–1C Program

In the same way that the Department is in this Final Rule establishing national processing for the obtaining of prevailing wages through its National Processing Center for both H–1B (and by extension H–1B1 and E–3) and PERM, it will also amend its H–1C regulations to incorporate the same changes. This program, whose prevailing wage processing amendments were inadvertently removed from the NPRM, previously lapsed, but was reauthorized in December 2006, and is scheduled to sunset again in December 2009.[5] The Department has determined that it is administratively prudent to move the prevailing wage determination function to the Chicago NPC in the H–1C program as in the other programs. This affects a very small number of employers (only 14 hospitals are eligible to participate) and is consistent with the reasoning for federalizing prevailing wage determinations that applies to the other programs. As stated in the preamble to the NPRM, the conversion to a federalized prevailing wage system has no effect on the substantive requirements of foreign labor certification programs or on the methodology by which the NPC will determine the prevailing wage for workers to be admitted under any of the applicable visas. This applies equally to H–1C. In fact, the majority of prevailing wage determinations in the H–1C program are based on the wages contained in collective bargaining agreements, making the need to obtain a wage determination by the NPC frequently unnecessary. Facilities may begin submitting H–1C prevailing wage requests to the Chicago NPC on the date this Final Rule takes effect.

4. Section 655.10(b)(3)—Paying the Highest Prevailing Wage Across MSAs

As proposed in the NPRM, this Final Rule requires that, where a job opportunity involves multiple worksites in areas of intended employment and cross multiple Metropolitan Statistical Areas (MSAs) in multiple counties or States with different prevailing wage rates, an employer must pay the highest applicable wage rate of the applicable MSAs throughout the term of employment. The U.S. worker responding to recruitment and the foreign H–2B worker are entitled to know and rely on the wage to be paid for the entire period of temporary employment.

The Department received comments on this requirement, both in support and in opposition. One trade association supported the proposal, concluding it would strengthen protections for U.S. workers while not adding burden to its members, whom it said already paid the highest prevailing wage rate in every MSA. A number of other employer associations opposed the proposal, stating it was arbitrary, unfair, would artificially increase costs for H–2B labor, and would undermine the basic decision-making of many employers, who locate in areas with low labor costs in order to save money.

The Department has decided to retain the requirement that employers advertise and pay the highest of the applicable prevailing wages when the job opportunity involves multiple worksites across multiple MSAs with varying prevailing wage rates for that occupation and at those worksites. This provision is retained because it provides greater consistency and predictability

[5] The Nursing Relief for Disadvantaged Areas Reauthorization Act of 2005, Public Law 109–423, took effect December 20, 2006. The Act reauthorized the H–1C nonimmigrant nurses program, a program originally created by the Nursing Relief for Disadvantaged Areas Act of 1999.

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for both employers and the workers and ensures that U.S. workers who are interested in the job opportunity would not be deterred due to varying wage rates. It also ensures greater protection for workers against possible wage manipulation by unscrupulous employers.

5. General Process or Data Integrity Concerns

Some commenters raised concerns about the integrity of the data currently being used for prevailing wage determinations and recommended changes to the OES survey itself. Others commented on different aspects of the methodology and procedures. One commenter suggested that the Department set the minimum wage rate for H–2B workers at or above the wage (presumably the adverse effect wage rate) for H–2A workers in that State. Another commenter suggested the Department require employers in the construction industry to use, first, the Davis-Bacon Act (DBA) survey wage rate; second, if no DBA wage existed, the collective bargaining agreement rate; and as a last resort, the OES rate, if neither of the other rates was available. Another commenter suggested that the provision regarding when an employer may utilize a wage determination under the Davis-Bacon Act also cover when an employer can choose not to utilize that wage rate. One commenter believed that the proposal did not correct what they claimed was a problem with the Department's Bureau of Labor Statistics (BLS) wage rates being 2 years out of date and also expressed concerns that piece rate policies have led to depressed wages and suggested that the Department should require advance written disclosure of piece rates on the job orders.

The Department appreciates these suggestions and concerns. However, the Department did not propose changes to the sources of data to be used for prevailing wage determinations and, therefore, these comments are beyond the scope of the current rulemaking. The Department notes that the proposed procedures that were retained in the Final Rule already cover the use of wages specified in a collective bargaining agreement. Similarly, these procedures provide that an employer may use the Davis-Bacon wage and that such use is at the employer's option unless the employer is a Federal construction contractor. There is a similar provision that applies to Service Contract Act wage rates.

Some commenters suggested that employers should not be allowed to submit their own wage surveys. The Department, however, believes that employers should continue to have the flexibility to submit pertinent wage information and therefore, the Final Rule continues the Department's policy of permitting employers to provide an independent wage survey under certain guidelines. It also continues to provide for an appeal process in the event of a dispute over the applicable prevailing wage.

F. Section 655.15—Employer Conducted Pre-Filing Recruitment

Under the Final Rule, employers will continue to be required to test the labor market for qualified U.S. workers at prevailing wages no more than 120 days before the date the work must begin ("date of need"). This will ensure the jobs are made available to U.S. workers most likely to qualify for the positions in question. As described in the NPRM and finalized under this rule, U.S. worker recruitment will continue to consist of prescribed steps designed to reflect what the Department has determined, based on program experience, are most appropriate to test the labor market. These steps are similar to those required under the current H–2B program. However, application processing and consistency will be improved by having employers conduct the recruitment before forwarding the recruitment report and application to the Department for review. Additionally, we will continue the Department's current requirement that recruitment take place no more than 120 days before the date of need to ensure jobs are advertised to U.S. workers with adequate notice.

This Final Rule retains the requirement in the proposal that employer recruitment efforts be documented and retained for production to the Department or other Federal agencies. As stated in the NPRM, the recruitment documentation requirements will be satisfied by copies of the pages containing the advertisement from the newspapers in which the job opportunity appeared and, if appropriate, correspondence signed by the employer demonstrating that labor or trade organizations were contacted. Documentation of a SWA job order will be satisfied by copies of the job order downloaded from the Internet showing the beginning and the ending date of the posting or a copy of the job order provided by the SWA with the dates of posting listed, or other proof of publication from the SWA containing the text of the job order. However, in response to public comments, the Final Rule requires record retention for 3 years, which is 2 years less than the Department originally proposed.

As proposed, the Final Rule permits employers to place their own newspaper advertisements. The Department has revised the proposed requirement of three advertisements and will in this Final Rule revert to the current requirement of two advertisements. The Department, however, has maintained in this Final Rule the proposed requirement that one of the two advertisements must be placed in a Sunday edition of a newspaper closest to the area of intended employment. The Department has also added a clarification that the newspaper chosen needs to have a reasonable distribution.

The Department received several comments that supported the shift to a pre-filing recruitment model. One of these commenters recommended that the job order process should also be centralized or that timelines for posting job orders should be established and SWAs should have staff dedicated to working with H–2B job orders. The centralization of the job order process was not envisioned by this regulation, and would require separate rulemaking. Moreover, posting job orders and referring individuals to those jobs is a core function of the SWAs and one that remains at the local level in this rule. Additionally, the Department believes the SWAs must have the flexibility to assign their limited resources based on needs and priorities and declines to establish a timeline for SWAs to post job orders.

The Department received a number of comments about the proposed timeframe for pre-filing recruitment; some opposing recruitment so far in advance of the date of need and others suggesting the timeframe be lengthened. The commenters who were opposed to the proposal generally believed that U.S. workers would not be able or willing to commit to temporary jobs so far ahead of the actual start date or would indicate they would accept the jobs but then fail to report on the actual start date. These commenters believed this would result in delays, additional costs to employers and the Department, and the late arrival of H–2B workers because new applications would have to be filed. One commenter opposed the early pre-filing recruitment and believed the result would be a false indication that no U.S. workers were available. Another commenter opined that employer compliance would be reduced due to the pre-filing recruitment. One SWA recommended that the period for recruitment be shortened because 120 days in advance is not suitable when serious job seekers are looking for

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temporary employment and stating their view that those U.S. workers who apply are rarely offered employment because the employer knows foreign workers are available. The commenter was further concerned that the U.S. workers who are hired that far in advance of the date of need are not reliable and will not report for work. In contrast, two commenters suggested a longer recruitment period—one recommended 180 days in advance of the date of need—to provide employers with greater flexibility. The Department declines to extend the period of recruitment to 180 days prior to the date of need because we do not believe recruitment that far in advance would be effective given the concerns expressed by some of the commenters and our own extensive program experience.

One commenter was concerned that the proposed pre-filing recruitment period, when combined with a prevailing wage determination request submission 90 days prior to the recruitment start date, advanced the timeframe for beginning the application to more than 6 months prior to the date of need. This commenter stated this was not characteristic of a user-friendly program. The Department understands that there are trade-offs when designing a new system. In this case, in order to provide the employer more flexibility and eliminate an extra layer of government bureaucracy, the process must begin earlier.

One commenter was concerned about the validity of the pre-filing recruitment when, after completing the recruitment and submitting the application, the employer's needs change and it requires a modification to a term or condition on the application. This commenter questioned whether the recruitment would be considered a valid test of the labor market since, unlike the current process, the underlying application and job order will not have been approved prior to the recruitment effort. The commenter recommended that the Department provide in the regulation that as long as the recruitment was conducted based on the job description and offered wage as determined by the CO and the job order was accepted by the SWA, the recruitment would be considered valid irrespective of any required modifications. It is unclear what kind of modifications would be warranted and, therefore, the Department cannot respond directly to this comment. For example, if a timely-filed application requires a technical modification, but the modification cures the defect and allows the application to resume processing, then the recruitment will continue to be valid for as long as the petition is pending at the NPC and valid for purposes of a final determination. However, if an employer's needs change in a way that requires a substantive correction in one or more key terms and conditions of employment—for example, wages or occupation—the NPC will require that the position be readvertised. Changes in terms of employment contained in the underlying job offer will trigger a requirement for a new labor market test.

The Department's requirement that the employer submit an acceptable job order to the appropriate SWA for posting mandates that the employer complete and submit information regarding all of the job duties and terms and conditions of the job offer: The job duties, the minimum qualifications required for the position (if any), any special requirements, and the rate of pay. This information is normally submitted to the SWA for acceptance prior to the employer's recruitment; as long as the employer's advertisements do not depart from the descriptions contained in the accepted job order, they will be deemed acceptable by the Department. At the same time, the SWA will be the arbiter of the job's acceptability for the job order, and as the job order must be accepted prior to the commencing of recruitment in this Final Rule, all recruitment must reflect the job as accepted by the SWA as well.

The Department has decided to eliminate the document retention requirement in its entirety with respect to applications not certified; therefore, any employer whose application has been denied can discard the records relevant to the denied application immediately upon receiving the denial notice or whenever the decision becomes final if the employer appeals the decision. If the denial is overturned, the application becomes subject to the document retention requirements for approved cases. The Department determined that a document retention requirement in such cases serves no governmental purpose and is unnecessarily burdensome on employers. The Department would, in virtually all such cases, already have copies of the employer's supporting documentation rendering such a retention requirement unnecessary.

1. Section 655.15(g)—Unions as a Source of Labor

As proposed, the rule would have required that if the job opportunity were in an industry, region and occupation in which union recruitment is customary, the appropriate union organization must be contacted. A number of commenters were concerned that the proposed provision placed too great a reliance on the employer's ability to determine what the Department will later decide is "appropriate for the occupation and customary to the industry and area of intended employment." One of these commenters suggested that even if contacting a union may be appropriate in some industries, it would be entirely inappropriate in the construction industry and, at a minimum, the construction industry should be expressly excluded from this requirement under a Final Rule. Another commenter suggested that the requirement was unnecessary, as the required newspaper advertising would reach the same pool of applicants. Another commenter believed the requirement was not authorized by statute and the Department has no basis to impose it. Additionally, the commenter expressed concern that the requirement also has the potential to subject non-unionized employers to "salting" campaigns, during which union organizers retain employment in union shops for the sole purpose of organizing the workforce. According to this commenter, the requirement could unfairly and unnecessarily inject the Department into an area in which it should not be involved.

One specialty bar association opined that the requirement to use unions as a recruitment source would be unworkable in practice, stating that in their experience, unions will not refer workers to non-union shops. The commenter recommended the regulation instead use the approach of the permanent labor certification program, which requires union contact for unionized employers only.

The Department has considered these comments and agrees with the many concerns raised about the proposed requirement, in particular concerns about vagueness and ambiguity, and the dilemma employers would face in trying to interpret and implement the requirement. Accordingly, we have revised the provision to require an employer to contact a labor organization only in cases where the employer is already a party to a collective bargaining agreement that covers the occupation at the worksite that is the subject of the H–2B application. The employer's obligation is only to contact the local affiliate of labor organization that is party to the existing collective bargaining agreement that covers the occupation at the worksite that is the subject of the H–2B application.

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2. Section 655.15(i)—Referral of U.S. Workers and SWA Employment Verification

To strengthen the integrity of the Secretary's determination of the availability of U.S. workers, and to help bolster employers' confidence in their local SWAs and the H–2B program, the Department proposed that SWAs verify the employment eligibility of U.S. workers they refer for nonagricultural employment services with the SWA. The Department received a significant number of comments on the practicality of this provision.

Comments on this subject were received from national associations, numerous SWAs, several labor advocacy organizations, and members of Congress. Commenters generally opposed the proposal for a variety of legal, programmatic, resource-related, and policy-based reasons.

Most of the commenters were SWAs that noted the burden this new provision would create. Many saw it as an unfunded Federal mandate in violation of the Unfunded Mandates Reform Act. More than one referred to the Department's recent inclusion of the requirement as a condition for receiving further labor certification grant funding.

As stated in the preamble to the NPRM, the Department is not insensitive to the resource constraints facing state agencies in their administration of the H–2B program. However, as we stated in the NPRM, we do not believe that the requirement will result in a significant increase in workload or administrative burden not covered by Department-provided resources.

In addition, notwithstanding funding limitations, there is a strong, longstanding need for a consistent verification requirement at the State government level. The Department is not leaving States to their own devices. Precisely to ensure that available Federal funding supports verification activities, the Department has added the verification requirement as an allowable cost under the foreign labor certification grant agreement. The Department also funds State employment services under the Wagner-Peyser Act, and for many years States have made Wagner-Peyser grant funding a part of their annual financial plan. To the extent that State functions related to foreign labor certification depend extensively on activities that are already part and parcel of the employment service system, State labor agencies can continue to rely on Wagner-Peyser to support that portion of activity. Ultimately, while cognizant of the challenges posed by funding limitations, we expect States to comply as they do with other regulatory requirements and other terms and conditions of their foreign labor certification grant.

SWAs also expressed concern about possible discrimination suits. The requirement to verify employment eligibility does not violate constitutional prohibitions against disparate impact. The eligibility requirement is similar to verification requirements to gain access to other similar public benefits.

One SWA said it would be impossible to implement verification of work eligibility because they have a virtual one-stop system that is self-service for both employers and job seekers and the SWA would be unable to certify that applicants referred to those job orders are employment-eligible. While we do not disagree that an in-person verification requirement may impact the decisions of a limited number of otherwise eligible workers, such impact does not outweigh the significant value of verification. Moreover, SWAs can respond to any possible inconvenience to workers by designating or creating additional in-person locations where eligibility can be verified. This is not a problem unique to SWAs—workers may be required to travel great distances to reach a prospective employer, who then (absent a SWA certification) would be required to verify work eligibility. In the end, although employment eligibility verification does require some amount of extra time and effort, the Department has determined that simple convenience must cede to the overarching goal of a legal workforce and has drafted its regulations accordingly.

Several SWAs also pointed out that under the new regulations it will be impossible to identify H–2B job orders, especially now that the SWA will no longer receive a copy of the application or determine prevailing wages and be only responsible for placing the job order. The Final Rule now requires the job order carry a notation identifying it as a job order to be placed in connection with a future application for H–2B workers.

Several other commenters supported the contention made by the SWAs that this requirement will drain SWA resources. A few commenters seem to have interpreted this requirement as mandating the use of the "E-Verify" electronic system. However, although both the NPRM and the Final Rule require the use of the DHS process, which requires the completion of I–9 forms and process, the use of the electronic E-verify system is optional.

The Department's expectation is that SWAs will not expend public resources to refer undocumented workers to H–2B job opportunities. The employment verification provisions included in this regulation are part of a concerted effort—one that includes regulation, written guidance, and ongoing outreach and education—to address longstanding weaknesses and to strengthen the integrity of the program.

3. Section 655.15(h)—Layoff Provisions

Under the NPRM, an employer seeking to employ H–2B workers would have been required to attest that it is not displacing any similarly employed permanent U.S. worker in the occupation in the area of intended employment within the period beginning 120 days before the date of need and throughout the entire employment of the H–2B worker(s). The Department received a number of comments from various groups on this provision. We have addressed those below, in conjunction with comments on the layoff provisions at § 655.22(k).

G. Section 655.17—Advertising Requirements

As proposed in the NPRM, the Final Rule requires employers to advertise for available U.S. workers. The advertisement must: (1) Identify the employer with sufficient clarity to notify the potential pool of U.S. workers (by legal and trade name, for example); (2) provide a specific job location or geographic area of employment with enough specificity to apprise applicants of travel or commuting requirements, if any, and where applicants will likely have to reside to perform the services or labor; (3) provide a description of the job with sufficient particularity to apprise U.S. workers of the duties or services to be performed and whether any overtime will be available; (4) list minimum education and experience requirements for the position, if any, or state that no experience is required; (5) list the benefits, if any, and the wage for the position, which must equal or exceed the applicable prevailing wage as provided by the NPC; (6) contain the word "temporary" to clearly identify the temporary nature of the position; (7) list the total number of job openings that are available, which must be no less than the number of openings the employer lists on the application (ETA Form 9141); and (8) provide clear contact information to enable U.S. workers to apply for the job opportunity. The advertisement cannot contain a job description or duties which are in addition to or exceed the duties listed on the Prevailing Wage Determination Request or on the application, and must not contain terms and conditions of

employment which are less favorable than those that would be offered to an H–2B worker.

The Department received multiple comments on the newspaper advertising requirements. Several commenters believed that the requirements, especially the requirement for three ads that was proposed in the NPRM (rather than the two required under the current program), would increase employer costs and time devoted to the application process but not yield additional U.S. workers. The requirement for advertising in a Sunday edition of a newspaper was seen as particularly objectionable due to the higher costs for Sunday ads and the belief that many nonprofessional workers do not read Sunday newspaper editions. Some commenters suggested employers should have the flexibility to use other recruitment methods, such as Web sites that have proved successful in locating seasonal workers. Others were concerned that without SWA guidance, employers would have to guess as to the correctness of their ads, risking that if the CO subsequently determined there were errors in the advertisements, it would be too late to get the workers needed. One commenter was concerned that no process was provided for requiring an employer to revise its ad if the content was determined to be unduly restrictive.

As previously discussed, this Final Rule requires two newspaper advertisements which must include one Sunday edition. Sunday editions have traditionally provided the most comprehensive job advertisements and many U.S. workers potentially seeking employment would normally choose the Sunday paper to review. Employers can, however, always conduct more recruitment than is required, such as posting the opportunity on job search Web sites.

One commenter inquired about the process for employers to follow in selecting an alternate publication in lieu of one of the newspaper ads. Other commenters were concerned about the choice of the specific newspaper in which to advertise and believed that the NPC would not be able to determine the most appropriate newspaper in all cases. One commenter suggested that the SWA should be involved in the process and provide guidance regarding newspaper choices. Another commenter asked whether there would be specific guidance regarding advertisements for live-in jobs, such as those for housekeepers, child monitors, and similar positions. The Department believes that staff at the NPC will be able to handle such issues. The Department declines in the Final Rule to specify the requirements to a high level of detail, as appropriate publication may vary, for example by industry or industry practice, and as the Department normally issues such guidance in the form of Standard Operating Procedures or other policy guidance.

H. Section 655.20—Direct Filing With the NPC and Elimination of SWA Role

Consistent with the proposed rule, the Final Rule eliminates the role of the SWAs in accepting and reviewing H–2B labor certification applications. Once the Final Rule is effective, employers will file H–2B applications directly with the NPC, consistent with the transition provisions of the regulation and with the Department's specialization of its two processing centers effective June 1, 2008. Employers with dates of need prior to October 1, 2009, will submit prevailing wage determination requests SWA, which will process them under the PWD procedures established under § 655.10 of this Final Rule. In the long term, under these regulations, each employer will continue to be required to place a job order with the appropriate SWA as part of pre-filing recruitment, and SWAs will continue to place H–2B-associated job orders in their respective Employment Service systems. This proposal received comments from a broad range of constituencies, including employers, employer associations, advocacy organizations, labor unions, State agencies, and elected officials. Most of the commenters opposed this provision.

Many commenters remarked that the elimination of the SWA portion of the process only shifted activities previously performed by the SWAs to the NPCs without actually improving the process. These commenters believed that eliminating the duplicate SWA review and increasing the Federal role in reviewing applications would result in increased delays, particularly when the Department has acknowledged that its funding has not kept pace with increased workloads in the H–2B program. Others also mentioned possible processing delays and were especially concerned that those industries with later dates of need could be locked out of the program.

Other commenters were concerned the new process would result in the loss of local labor market and prevailing practice expertise in the review process, including checks and balances now in the system, and would increase the potential for fraud. These commenters asserted that the knowledge and expertise of local staff in reviewing and processing applications was essential to the integrity of the H–2B certification process. Some commenters also criticized the NPCs for what they view as "ignoring their own regulations" and "misconstruing the certification process." Several commenters also believed elimination of the duplicate SWA review would result in decreased assistance for employers. One SWA stated that employers would be left without a source for guidance which would drive up the demand for agents, thereby increasing the costs to employers. An employer expressed the opinion that the new process would replace longstanding relationships with SWA employees and reliable determinations with unpredictable determinations and potentially overly stringent penalties.

The Department remains committed to modernizing the application process and continues to believe that the submission of applications directly to the NPC is the most effective way of accomplishing this goal. Processing of H–2B applications by NPC staff will allow for greater consistency for employers, regardless of their industry or location, in both the time required and quality of the application review. The Department believes that by specializing in H–2B application processing, NPC staff will have greater program expertise than SWA staff who are often required to implement a number of diverse programs during the course of their workday, and will generate additional efficiencies in application processing. Therefore, this federalized review of applications will lead to more efficient processing, greater consistency of review, and more effective administration. It will also enable the Department to better identify and implement program improvements.

Eliminating the SWAs' participation in the application review process will provide more efficient review of applications, as well as greater consistency of review. The Department disagrees that NPC staff have insufficient knowledge to undertake this role given that they already perform it. In fact, NPC reviewers who currently review H–2B applications have, in some cases, more experience with such applications than many SWA staff.

Moreover, the SWAs have not been removed from the process—they will continue their traditional role in the recruitment process and working with employers on the specifics of the job order. SWAs will be responsible for clearing and posting job orders, both intrastate and interstate, thus reducing the risk for employers to make mistakes with respect to job descriptions,

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minimum requirements, and other application particulars. SWAs will, as part of these duties, review the job offer, its terms and conditions, any special requirements, and the justifications as part of the SWAs' duties to clear and post such orders.

I. Section 655.20—Form Submission and Electronic Filing

The Final Rule requires employers to submit applications on paper, through an information collection (form) modified significantly from the current form to reflect an attestation-based filing process. As stated in the NPRM, the Department will consider in the future an electronic submission system similar to that employed in other programs administered by OFLC, should resources be made available.

The Department received a number of comments from SWAs, a specialty bar association, a large trade association, a small-business coalition, and several industry groups largely supportive of the potential conversion to electronic applications. One commenter encouraged prompt migration to electronic filing, as the commenter felt this would make program data easier to gather, more accurate, and more shareable across federal agencies. A few comments expressed concern that electronic filing would be mandatory for everyone, and recommended that, in the event the Department converted to electronic submission, it maintain paper filing as an option. Two commenters were concerned making electronic submission mandatory could cause undue hardship to employers that do not have Internet access, are not computer literate, or do not have access to a computer. One bar association recommended the Department not require electronic filing until the system was error-free, that any electronic filing system not include system-generated denials as the PERM system does, and that any defects receive an RFI. The Department takes seriously these recommendations. We will determine appropriate timing for the development and implementation of an electronic system based on program need and available resources. We have learned—as have programs users—from our experience with the electronic filing process used in the permanent program, and will apply those lessons to any system we institute for the H–2B program.

J. Section 655.21—Supporting Evidence of Temporary Need

As proposed, this Final Rule provides the employer a variety of options for documenting the basis of its temporary need, to be retained by the employer and submitted in the event of a Request for Further Information (RFI), a post-adjudication audit, a WHD investigation, or another agency investigation. As explained in the NPRM, for most employers participating in the H–2B program, demonstrating a seasonal or peakload temporary need can best be evidenced by summarized monthly payroll records for a minimum of one previous calendar year that identify, for each month and separately for full-time permanent and temporary employment in the requested occupation, the total number of workers employed, the total hours worked. Such records, however, are not the only means by which employers can choose to document their temporary need. The proposed regulation accordingly leaves it to the employer to retain other types of documentation, including but not limited to work contracts, invoices, client letters of intent, and other evidence that demonstrates that the job opportunity that is the subject of the application exists and is temporary in nature. Contracts and other documents used to demonstrate temporary need would be required to plainly show the finite nature of that need by clearly indicating an end date to the activity requested.

The Department's new H–2B temporary labor certification application form is designed to require both a short narrative on the nature of the temporary need and responses to questions to determine the time of need and the basis for the need. The narrative will enable the employer to demonstrate in its own words the scope and basis of the need in a way that will enable the Department to confirm the need meets the regulatory standard, with additional questions on the form providing context and clarification. If further clarification is required, the RFI process will be employed. The form also contains an attestation to be signed under penalty of perjury to confirm the employer's temporary H–2B need.

As explained in the NPRM and consistent with current program practice, employers should be wary of using documents demonstrating a "season" in general terms (hotel occupancy rates, weather charts, newspaper accounts); in the Department's experience, such generalized statements fail to link a season to a specific position sought to be filled by the employer, which is required under the program. The Department also recognizes that conventional evidence such as payroll information may not be sufficient to demonstrate a one-time or intermittent need, or seasonal or peakload need in cases in which the employer's need has changed significantly from the previous year. In such cases, the employer should retain other kinds of documentation with the application that demonstrates the temporary need.

K. Section 655.22—Obligations of H–2B Employers and Attestation-Based Application

The Department proposed, and this Final Rule institutes, the shift to an attestation-based filing system. The new application form contains a series of attestations to confirm employers' adherence to its obligations under the H–2B program. The information and attestations on the form will provide the necessary assurances for the Department to initially verify program compliance. As described in the NPRM, the Department anticipates the shift to an attestation-based application will have a number of benefits, including a reduction in processing times while maintaining program integrity.

The Department received numerous comments, many of them negative, on the move to an attestation-based application. Some commenters believed that an attestation-based application would reduce the role of the SWA and thus eliminate local expertise; decrease employer compliance; increase erroneous approvals; and increase the likelihood that the Department will simply "rubber stamp" the certifications and weaken U.S. worker protections. The Department disagrees with these assumptions and conclusions. The Department believes that an attestation-based application, backed by audits, is within the Secretary's statutory discretion to implement and is an effective means to ensure that all statutory and regulatory criteria are met and all program requirements are satisfied. Similar approaches have been used successfully by the Department in other contexts, such as in the current permanent labor certification process.

One commenter suggested the Department require that the employer always be the applicant, even if an agent is used, because neither an agent nor the employer would be able to attest to all of the required obligations. This commenter also feared that an employer could shield itself from responsibility by using an agent for such prohibited acts as requiring recruitment fees to be paid by the foreign worker. The Department disagrees with this commenter. In the H–2B program, the agent simply represents the employer in the labor certification process. The employer is ultimately responsible for its obligations under the program and it

is the employer who signs the application form, and attests to the veracity of the information provided and that it will meet all of its obligations.

One commenter appeared to confuse the H–2B and H–2A programs. This commenter referred to the 50 percent rule, an H–2A program feature, and requested that the Department include a grace period for a foreign worker to find another employer if dismissed under the 50 percent rule. In the current H–2A temporary agricultural program, employers must hire a qualified U.S. worker who applies for a position certified under a temporary labor certification, if that worker applies during the first half of the certified period of employment. The H–2B program has no such provision and the Department declines to impose one, especially as this was not proposed in the NPRM.

The Department received a number of comments on the specific obligations of H–2B employers outlined in the proposed rule. One commenter pointed out a semantic error in proposed § 655.22(a), which stated the employer must attest that "no U.S. workers" are available. The commenter correctly pointed out that an employer cannot possibly have such broad knowledge and that the statute does not require such knowledge. The Department has deleted that provision. There were other comments about word choice and semantics and, where appropriate, the Department has changed the wording to make the attestations easier to understand.

The Department has also added language to the provision, in § 655.22(a), that requires that H–2B job opportunities offer terms and working conditions that are "normal to U.S. workers similarly employed" to clarify that normal is synonymous with not unusual. This is within the range of generally accepted meanings of the term. See, e.g., Black's Law Dictionary 1086 (8th ed. 2004) ("The term describes not just forces that are constantly and habitually operating but also forces that operate periodically or with some degree of frequency. In this sense, its common antonyms are *unusual* and *extraordinary.*"); Webster's Unabridged Dictionary 1321 (2d ed. 2001) (supplying "not abnormal" as one of several definitions). Thus, "normal" does not require that a majority of employers in the area use the same terms or working conditions. If there are no other workers in the area of intended employment who are performing the same work activity, the Department will look to workers outside the area of intended employment to assess the normality of an employer's proposed productivity standard.

Unless otherwise noted, no substantive change is intended. Below, we respond to comments on specific obligations and describe substantive changes made to those subsections. In cases where the Final Rule deletes or adds provisions, the numbering has changed accordingly from that published in the NPRM.

1. Section 655.22(a)—U.S. Worker Unavailability

The Department proposed that employers seeking to hire H–2B workers attest there were no U.S. workers in the area of intended employment capable of performing the temporary services or labor in the job opportunity. Comments on this provision reflected strong concern that employers cannot attest to the actual unavailability of U.S. workers, but simply that the employer has tested the labor market appropriately and in good faith to demonstrate that capable U.S. workers did not respond to its recruitment efforts or ultimately were not available (either due to lawful rejection by the employer, failure on the worker's part to follow through or remain on the job, etc.) to perform the labor or services. The Department agrees and has deleted this provision from the Final Rule.

2. Section 655.22(f)—Worker Abandonment and Employer Notification to the Department and DHS

The Department's NPRM would have required employers to notify the Department and DHS within 48 hours if an H–2B worker separated from employment prior to the end date of employment in the labor certification. This notification requirement would have also applied if the H–2B worker absconded from or abandoned employment prior to the end date of employment. This requirement was included to ensure that if the basis for the worker's status ended before the end date on the application, both DHS and the Department could take appropriate action to monitor the program.

The Department received a number of comments in opposition to this requirement, primarily from employers and employer and trade associations. Several employer associations shared the concern that, in their view, the requirement represented a new and unfair liability for employers, opening them up to potential legal action from H–2B employees if the employee left to pursue other legal employment before the end of the contract period. One association found it problematic, given the perception that this worker population is more transient than the workforce at large. It also was concerned about the administrative burden on employers to comply with the requirement. It asserted that employers were unlikely to know the real circumstances of the worker's departure, if it was a legal extension or change of status or something else. Consistent with a number of other comments either seeking or recommending clarification to the notice requirement, this association stated that such status determinations are complex legal issues and employers should not be required to make them. It also believed that the reporting requirement was unlikely to accomplish anything without imposing additional significant burdens on employers and that it was unlikely that DHS would pursue individuals who are the subject of these reports. A small business association agreed about the unreasonableness of the potential burden on employers and was concerned that the requirement would ask small businesses to become unpaid Immigration Service agents responsible for enforcing immigration laws.

A trade association found the required 48 hours for notification to be an extremely limited period of time for notification, and a burden on employers. It recommended that, if the requirement were continued, it should be extended to 30 days. Further, this trade association recommended that DHS create a simple reporting method to allow employers to provide the information directly through the Internet or by telephone. The requirement was described as too vague and not providing enough specifics as to when the employer would be required to do such notification.

An individual employer found insufficient safeguards in the proposal, as there was no indication of actions that the bureaucracy at the Department or DHS would take based on the information. The employer wanted the two departments to be more specific as to how the information was to be used.

An employer agent believed the requirement was inappropriate in these regulations, as it was tangential to the Department's role regarding the availability of U.S. workers or preventing adverse affect on U.S. workers, and believed that it created additional confusion and potential liability for employers. Similarly, an employer association thought the requirement inappropriate and did not clearly outline the process by which employers would make such notifications. Additionally, the employer association asked for

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additional guidance as to what information would be required for employers to document separation or job abandonment and was concerned that violations of this provision could lead to debarment from future participation in the program.

The Department reviewed the comments received on this specific reporting requirement and the concerns raised by the employers and associations on its implementation. The Department acknowledges that many of these concerns have merit, and has therefore sought to provide clarifications and limitations in the Final Rule to address these concerns. The Department did not, however, discern sufficient justification from these comments to eliminate the requirement in its entirety. The notification is necessary in all circumstances because the early separation of a worker impacts not only the rights and responsibilities of the employer and worker but also implicates DOL's and DHS's enforcement responsibilities. Although any abscondment is a loss to the employer, the Government requires notification to be able to better track workers who are in the country on a temporary basis with limited work authorization.

The Department acknowledges the need for clarification in the provision to ensure that the 48-hour requirement begins to run only when the abandonment is actually discovered. The Department has therefore added language to the provision clarifying that the employer must notify DOL no later than 2 work days after such abandonment or termination is discovered by the employer. The Department has added further clarification to ensure that employers must meet the identical standards for notification to DOL as to DHS, so that an abscondment occurs when the worker has not reported for work for a period of 5 consecutive work days without the consent of the employer to that non-reporting. This is intended to clarify for the employer that the same standard of reporting applies across both agencies, making it easier on the employer to make the report. There is no requirement that the notification be made by certified mail, however. A file copy of a letter sent by normal U.S. mail, with notation of the posting date, will suffice. However, in addition, the Department revised the notification requirement to reflect a time period of no later than 2 work days after the employer discovers the employee has absconded, which, consistent with DHS, has been defined as 5 consecutive work days of not reporting for work. To make the standard further consistent across agencies, for purposes of this provision the Department will defer to DHS on the definition of the term "working day."

3. Section 655.22(g)—Deductions and Prohibition on Transfer of Costs

The NPRM prohibited deductions by the employer or any third party, including a recruiter, for any expenses including recruitment fees and any other deductions not expressly permitted by law. Both worker advocacy organizations and an employer of H–2B workers commented that the provision was confusing and ambiguous. Worker advocates objected that it was unclear whether employees could be required to pay recruiting costs directly, while an employer objected to the payment of recruiting costs that were not clearly defined in the proposal. We agree that the rule as proposed was confusing. The confusion resulted in part from the fact that employer cost shifting is addressed elsewhere in the regulations, in § 655.22(j). Further, cost shifting by third parties presents an identical problem under the H–2A program but was dealt with in a different manner in the NPRM. Accordingly we are revising the language concerning cost shifting by third parties to mirror § 655.105(p) of the H–2A Final Rule to read as follows: "The employer has contractually forbidden any foreign labor contractor or recruiter whom the employer engages in international recruitment of H–2A workers to seek or receive payments from prospective employees, except as provided for in DHS regulations at 8 CFR 214.2(h)(5)(xi)(A)."

The Final Rule makes clear that recruiters may not pass on expenses to H–2B workers. Examples of exploitation of foreign workers, who in some instances have been required to give recruiters thousands of dollars to secure a job, have been widely reported. The Department is concerned that workers who heavily indebt themselves to secure a place in the H–2B program may be subject to exploitation in ways that would adversely affect the wages and working conditions of U.S. workers by creating conditions akin to indentured servitude, driving down wages and working conditions for all workers, foreign and domestic. We believe that requiring employers to incur the costs of recruitment is reasonable, even when taking place in a foreign country. Employers may easily band together for purposes of recruitment to defray costs. The fact that a recruiter is essential to the securing of such worker does not dissuade the Department from requiring the employer to bear the expense; rather, it underscores the classification of that payment as a cost allocable to the employer.

The Department recognizes that its power to enforce regulations across international borders is constrained. However, it can and should do as much as possible in the U.S. to protect workers from unscrupulous recruiters. Consequently, the Department is requiring that the employer make, as a condition of applying for labor certification, the commitment that the employer is contractually forbidding any foreign labor contractor or recruiter whom the employer engages in international recruitment of H–2B workers to seek or receive payments from prospective employees.

The Department has also revised this section in the Final Rule to omit restrictions on deductions that are already covered in § 655.22(j), and we are incorporating the following language which is identical to the language in 20 CFR 655.104(p) of the H–2A Final Rule: "The employer must make all deductions from the worker's paychecks that are required by law. The job offer must specify all deductions not required by law that the employer will make from the worker's paycheck. All deductions must be reasonable. However, an employer subject to the FLSA may not make deductions that would violate the FLSA."

4. Section 655.22(h) [(g) in Final Rule]—Basis for Offered Wage

This provision requires that the offered wage not be based on commission, bonuses, or other incentives unless the employer guarantees that the wage paid will equal or exceed the prevailing wage. The second sentence of the proposed provision further stated that "the offered wage shall be held to exclude any deductions for reimbursement of the employer or any third party by the employee for expenses in connection with obtaining or maintaining the H–2B employment including but not limited to international recruitment, legal fees not otherwise prohibited by this section, visa fees, items such as tools of the trade, and other items not expressly permitted by law." This sentence received several comments. A worker's rights advocacy group claimed the Department will not achieve its objective of protecting foreign workers from paying fees that should be paid by the employer. This commenter provided an example of a practice by one employer who required workers to pay for tests to determine their welding and fitting skills in preparation for employment in the United States. This

commenter further recommended that this section should clarify that costs paid directly by workers are de facto deductions for the purpose of calculating compliance with the offered wage, even if employers do not directly deduct them and also that DOL should clarify its position on which costs are considered to benefit employers and thus require reimbursement and include specific examples of such costs. This commenter also believed that similar language in the FLSA was confusing. The Department appreciates the detailed analysis provided by this commenter, but we believe the statutory requirements, which are based on decades of administration of the Federal wage and hour laws, are clear and that it is not necessary to make the recommended changes.

5. Section 655.22(i) [(h) in Final Rule]—Position Is Temporary and Full-Time

The Department proposed that an employer seeking to employ H–2B workers be required to attest that the job opportunity is for a full-time, temporary position. One commenter suggested the proposed regulation could harm U.S. workers by guaranteeing full-time work for the period to foreign workers, while there is no such guarantee provided to U.S. workers in any seasonal position. The commenter also stated that while employers can state their intention to hire temporary workers full-time, if the weather does not cooperate, the employer may have no choice but to reduce hours in a particular week and that under this provision, the employer would not be able to do this, causing significant harm to the business and the U.S. workers whose hours would need to be reduced even further in order to ensure that foreign workers were paid a full-time wage. The commenter recommended a revised attestation stating: "The job opportunity is a bona fide, temporary position and hours worked will be comparable to the full time hours worked by associates in the same position at the employment site." As stated in the preamble to the NPRM, the H–2B program has always required that the positions being offered be temporary and full-time in nature, and the Department recognizes that some industries, occupations and States have differing definitions of what constitutes full-time employment. For example, certain landscaping positions are often classified as full-time for a 35-hour work week. To provide additional clarity, the Department, in § 655.4 has provided a definition of full-time employment that reflects our experience in the administration of this program. We will continue to make determinations of whether work is full-time for foreign labor certification purposes based on the facts, program experience, customary practice in the industry, and any investigation of the attestation. The Department has therefore decided to retain the proposed language.

6. Section 655.22(k) [(i) in Final Rule]—Layoff Provisions

Under the NPRM, an employer seeking to employ H–2B workers would have been required to attest that it is not displacing any similarly employed U.S. worker(s) in the occupation in the area of intended employment within the period beginning 120 days before the date of need and throughout the entire employment of the H–2B worker. The Department received a number of comments from various groups on this provision.

A number of commenters favored the requirement, noting that it assisted efforts to ensure that employers cannot lay off U.S. workers after seeking to hire H–2B workers to perform the same services. Other commenters, however, had concerns regarding the implementation of the prohibition and the potential liability.

Several commenters were concerned that the requirement to contact former employees who had been laid off would be onerous, given the difficulties in reaching what is purportedly a transient population, making such contact unduly burdensome. The Department finds this argument unpersuasive. The commenter did not support the summary statements that all temporary or seasonal help is transient and rootless in the communities in which the work is performed. Even assuming that such workers do not have lasting ties to the employer, employers generally maintain continuing contact with former employees for many purposes—including, but not limited to, the provision of payroll tax information the following year and the transfer or disposition of benefits (including unemployment benefits). Moreover, by limiting the requirement for such contact to the 120 days or less before the employer's date of need for the H–2B workers, the employer's last contact information would likely be current, making such contact, generally speaking, relatively simple.

One commenter asserted that the layoff provision conflicts with the definition of seasonality, noting that by definition a seasonal employee will always be laid off within the period set forth in an annual cycle. An employer association also objected to the provision on the ground that requiring the consideration of U.S. workers would force employers who laid off U.S. workers at the end of one season to hire them again at the commencement of the next season because the timing would put the next season within the 120-day window.

In response to these comments, the Department has limited the applicability of the layoff provision to 120 days on either side of the date of need. This broad period of time, covering two thirds of the year, will protect U.S. workers near the time of recruiting for and hiring H–2B workers, which is when U.S. workers are most vulnerable, but avoids the complications of overlapping seasons noted by some commenters.

The Department notes that much of the concern of those commenters regarding the re-hiring of U.S. workers stems from a belief that such workers will not show up or be interested in being re-hired. But, by limiting the applicability of the provision to within 120 days of the date of need (as well as the actual occupation and the area of intended employment of the sought-after H–2B certification), this provision affords laid off workers a reasonable opportunity to apply for vacancies for which they qualify, striking an appropriate balance between worker protection and employer needs.

Some commenters noted the need for a strengthening of the layoff provision, calling for additional safeguards against massive layoffs of U.S. workers by strengthening requirements for how employers will demonstrate they have made efforts to contact former employees. The Department declines to do so at this time. Employers will be allowed to document their contact of former employees using any objective means at their disposal in a manner guaranteed to ensure a good faith contact effort has been made. The Department does not have evidence at this time that employers will engage in fraudulent behavior with respect to this requirement. The Department will monitor this attestation, and all other employer attestations, through post-certification audits and will note the need for program modifications through that process.

7. Section 655.22(l) [(j) in Final Rule]—Prohibition Against Payments

As in the proposal, the Final Rule requires that an employer attest that it has not and will not shift the costs of preparing or filing the H–2B temporary labor certification application to the temporary worker, including the costs of domestic recruitment or attorneys' and agent fees. The domestic recruitment, legal, and other costs associated with

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obtaining the labor certification are business expenses necessary for or, in the case of legal fees, desired by, the employer to complete the labor certification application and labor market test. The employer's responsibility to pay these costs exists separate and apart from any benefit that may accrue to the foreign worker. Prohibiting the employer from passing these costs on to foreign workers allows the Department to protect the integrity of the process and protect the wages of the foreign worker from deterioration by unwarranted deduction. The Department will continue to permit employers, consistent with the Fair Labor Standards Act (FLSA), to make deductions from a worker's pay for the reasonable cost of furnishing housing and transportation, as well as worker expenses such as passport and visa fees (see fuller discussion below concerning transportation costs under the FLSA).

This section, pertaining to the receipt of payments by the employer from the employee or a third party, received many comments. Some of the commenters opposed the provision in its entirety, arguing it will make the program prohibitively expensive for employers. Other commenters were concerned the requirement would eliminate the current practice of having the employee pay for part of the recruiting and visa costs as an incentive for the workers not to leave the employer. Others supported this provision in its entirety, while still others agreed with the intent of the provision but found the language ambiguous. One specialty bar association not only supported the prohibition on cost-shifting for recruitment, but asked the Department to strengthen the prohibition language. However, this commenter was adamantly opposed to the prohibition against foreign workers paying the attorney's fees. The Department disagrees with the comments opposing this provision. We believe that these expenses are the costs of doing business and should be borne by the employer. The Department took all comments into consideration and modified the provision to clarify and strengthen the prohibition. The Final Rule applies the prohibition to attorneys and agents, not simply to employers. As rewritten, the provision eliminates reference to payments from "any other party;" it applies only to payments from the employees.

This section in the NPRM also would have prohibited the employer from receiving payments "of any kind for any activity related to the labor certification" process. The Department received a comment arguing that the phrase "received payment * * * as an incentive or inducement to file" is ambiguous. The Department took this comment into consideration and removed reference to incentive or inducement.

In addition, and based upon the comments received, the Department has revised the provision on cost-shifting for greater clarity. As mentioned above, the Department has eliminated the qualifying language regarding the incentive and inducement to filing, again to simplify for all employers engaging in recruitment activities what is prohibited. By simplifying the provision to prohibit employers who submit applications from seeking or receiving payment for any activity related to the recruitment of H–2B workers, the Department hopes to achieve consistent and enforceable compliance.

With regard to the application of the FLSA to H–2B workers' inbound subsistence and transportation costs, we note that a number of district courts have issued decisions on this question. See *De Leon-Granados* v. *Eller & Sons Trees Inc.*, 2008 WL 4531813 (N.D. Ga., Oct. 7, 2008); *Rosales* v. *Hispanic Employee Leasing Program*, 2008 WL 363479 (W.D. Mich. Feb. 11, 2008); *Rivera* v. *Brickman Group*, 2008 WL 81570 (E.D. Pa. Jan. 7, 2008); *Castellanos-Contreras* v. *Decatur Hotels, LLC*, 488 F. Supp. 2d 565 (E.D. La. 2007); *Recinos-Recinos* v. *Express Forestry Inc.*, 2006 WL 197030 (E.D. La. Jan. 24, 2006). These district courts have referenced the appellate court's decision in *Arriaga* v. *Florida Pacific Farms, L.L.C.*, 305 F.3d 1228 (11th Cir. 2002), which held that growers violated the minimum wage provisions of the FLSA by failing to reimburse farmworkers during their first workweek for travel expenses (and visa and immigration fees) paid by the workers employed by the growers under the H–2A program. Under the FLSA, pre-employment expenses incurred by workers that are properly business expenses of the employer and primarily for the benefit of the employer are considered "kick-backs" of wages to the employer and are treated as deductions from the employees' wages during the first workweek. 29 CFR 531.35. Such deductions must be reimbursed by the employer during the first workweek to the extent that they effectively result in workers' weekly wages being below the minimum wage. 29 CFR 531.36. Although the employer in the *Arriaga* case did not itself make direct deductions from the workers' wages, the Court held that the costs incurred by the workers amounted to "de facto deductions" that the workers absorbed, thereby driving the workers' wages below the statutory minimum. The Eleventh Circuit reasoned that the transportation and visa costs incurred by the workers were primarily for the benefit of the employer and necessary and incidental to the employment of the workers and stated that "[t]ransportation charges are an inevitable and inescapable consequence of having H–2A foreign workers employed in the United States; these are costs which arise out of the employment of H–2A workers." Finally, the court held that the growers' practices violated the FLSA minimum wage provisions, even though the H–2A regulations provide that the transportation costs need not be repaid until the workers complete 50 percent of the contract work period. The Eleventh Circuit noted that the H–2A regulations require employers to comply with applicable federal laws, and in accepting the contract orders in this case, the ETA Regional Administrator informed the growers in writing that their obligation to pay the full FLSA minimum wage is not overridden by the H–2A regulations.

The Department believes that the better reading of the FLSA and the Department's own regulations is that relocation costs under the H–2A program are not primarily for the benefit of the employer, that relocation costs paid for by H–2A workers do not constitute kickbacks within the meaning of 29 CFR 531.35, and that reimbursement of workers for such costs in the first paycheck is not required by the FLSA.

The FLSA requires employers to pay their employees set minimum hourly wages. 29 U.S.C. 206(a). The FLSA allows employers to count as wages (and thus count toward the satisfaction of the minimum wage obligation) the reasonable cost of "furnishing [an] employee with board, lodging, or other facilities, if such board, lodging, or other facilities are customarily furnished by such employer to his employees." 29 U.S.C. 203(m). The FLSA regulations provide that "[t]he cost of furnishing 'facilities' found by the Administrator to be primarily for the benefit or convenience of the employer will not be recognized as reasonable [costs within the meaning of the statute] and may not therefore be included in computing wages." 29 CFR 531.3(d)(1). The FLSA regulations further provide examples of various items that the Department has deemed generally to be qualifying facilities within the meaning of 29 U.S.C. 203(m) (see also 29 CFR 531.32(a)), as well as examples of

various items that the Department has deemed generally not to be qualifying facilities (see 29 CFR 531.3(d)(2), 29 CFR 531.32(c)).

Separate from the question whether items or expenses furnished or paid for by the employer can be counted as wages paid to the employee, the FLSA regulations contain provisions governing the treatment under the FLSA of costs and expenses incurred by employees. The regulations specify that wages, whether paid in cash or in facilities, cannot be considered to have been paid by the employer and received by the employee unless they are paid finally and unconditionally, or "free and clear." 29 CFR 531.35. Thus, "[t]he wage requirements of the Act will not be met where the employee 'kicks-back' directly or indirectly to the employer or to another person for the employer's benefit the whole or part of the wage delivered to the employee. This is true whether the 'kick-back' is made in cash or in other than cash. For example, if the employer requires that the employee must provide tools of the trade that will be used in or are specifically required for the performance of the employer's particular work, there would be a violation of the Act in any workweek when the cost of such tools purchased by the employee cuts into the minimum or overtime wages required to be paid him under the Act." *Id.* The regulations treat employer deductions from an employee's wages for costs incurred by the employer as though the deductions were a payment from the employee to the employer for the items furnished or services rendered by the employer, and applies the standards set forth in the "kick-back" provisions at 29 CFR 531.35 to those payments. Thus, "[d]eductions for articles such as tools, miners' lamps, dynamite caps, and other items which do not constitute 'board, lodging, or other facilities'" are illegal "to the extent that they reduce the wages of the employee in any such workweek below the minimum required by the Act." 29 CFR 531.36(b).

In sum, where an employer has paid for a particular item or service, under certain circumstances it may, pursuant to 29 U.S.C. 203(m), count that payment as wages paid to the employee. On the other hand, when an employee has paid for such an item or service, an analysis under 29 CFR 531.35 is required to determine whether the payment constitutes a "kick-back" of wages to the employer that should be treated as a deduction from the employee's wages.

The *Arriaga* court seems to have assumed that all expenses necessarily fall into one of these two categories—that either they qualify as wages under 29 U.S.C. 203(m) or they constitute a "kick-back" under 29 CFR 531.35. See *Arriaga*, 305 F.3d at 1241–42 (stating that if a payment "may not be counted as wages" under 29 U.S.C. 203(m), then "the employer therefore would be required to reimburse the expense up to the point the FLSA minimum wage provisions have been met" under 29 CFR 531.35 and 29 CFR 531.36). That is incorrect. For example, if an employer were to give an employee a valuable item that was not "customarily furnished" to his or her employees, the employer would not be able to count the value of that item as wages under 29 U.S.C. 203(m) unless the employer "customarily furnished" the item to his or her employees. Nevertheless, since the employee paid nothing for that item, it clearly would not constitute a "kick-back" of wages to the employer that would have to be deducted from the employee's wages for purposes of determining whether the employer met its minimum wage obligations under 29 U.S.C. 206(a). Similarly, if a grocery employee bought a loaf of bread off the shelf at the grocery store where he or she worked as part of an arms-length commercial transaction, the payment made by the employee to the employer would not constitute a "kick-back" of wages to the employer, nor would the loaf of bread sold by the employer to the employee be able to be counted toward the employee's wages under 29 U.S.C. 203(m). Both parties would presumably benefit equally from such a transaction—it would neither be primarily for the benefit of the employer, nor would it be primarily for the benefit of the employee.

Expenses paid by an employer that are primarily for the employer's benefit cannot be counted toward wages under 29 U.S.C. 203(m). See 29 CFR 531.3(d). Similarly, expenses paid by an employee cannot constitute a "kick-back" unless they are for the employer's benefit. See 29 CFR 531.35. An analysis conducted under 29 U.S.C. 203(m) determining that a particular kind of expense is primarily for the benefit of the employer will thus generally carry through to establish that the same kind of expense is primarily for the benefit of the employer under 29 CFR 531.35. Each expense, however, must be analyzed separately in its proper context.

The question at issue here is whether payments made by H–2B employees for the cost of relocating to the United States, whether paid to a third party transportation provider or paid directly to the employer, constitutes a "kick-back" of wages within the meaning of 29 CFR 531.35. If the payment does constitute a "kick-back," then the payment must, as the *Arriaga* court decided, be counted as a deduction from the employee's first week of wages under the FLSA for purposes of determining whether the employer's minimum wage obligations have been met.

The Department does not believe that an H–2B worker's payment of his or her own relocation expenses constitutes a "kick-back" to the H–2B employer within the meaning of 29 CFR 531.35. It is a necessary condition to be considered a "kick-back" that an employee-paid expense be primarily for the benefit of the employer. The Department need not decide for present purposes whether an employee-paid expense's status as primarily for the benefit of the employer is a sufficient condition for it to qualify as a "kick-back," because the Department does not consider an H–2B employee's payment of his or her own relocation expenses to be primarily for the benefit of the H–2B employer.

Both as a general matter and in the specific context of guest worker programs, employee relocation costs are not typically considered to be "primarily for the benefit" of the employer. Rather, in the Department's view, an H–2B worker's inbound transportation costs either primarily benefit the employee, or equally benefit the employee and the employer. In either case, the FLSA and its implementing regulations do not require H–2B employers to pay the relocation costs of H–2B employees. *Arriaga* and the district courts that followed its reasoning in the H–2B context misconstrued the Department's regulations and are wrongly decided.

As an initial matter, any weighing of the relative balance of benefits derived by H–2B employers and employees from inbound transportation costs must take into account the fact that H–2B workers derive very substantial benefits from their relocation. Foreign workers seeking employment under the H–2B nonimmigrant visa program often travel great distances, far from family, friends, and home, to accept the offer of employment. Their travel not only allows them to earn money—typically far more money than they could have in their home country over a similar period of time—but also allows them to live and engage in non-work activities in the U.S. These twin benefits are so valuable to foreign workers that these workers have proven willing in many instances to pay recruiters thousands of dollars (a practice that the Department is now taking measures to curtail) just to gain access to the job opportunities, at times

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going to great lengths to raise the necessary funds. The fact that H–2B workers travel such great distances and make such substantial sacrifices to obtain work in the United States indicates that the travel greatly benefits those employees.

Most significantly, however, the Department's regulations explicitly state that "transportation furnished employees between their homes and work where the travel time does not constitute hours worked compensable under the Act and the transportation is not an incident of and necessary to the employment" are qualifying "facilities" under 29 U.S.C. 203(m). 29 CFR 531.32(a). As qualifying facilities, such expenses cannot by definition be primarily for the benefit of the employer. 29 CFR 531.32(c). The wording of the regulation does not distinguish between commuting and relocation costs, and in the context of the H–2B program, inbound relocation costs fit well within the definition as they are between the employee's home country and the place of work.

The *Arriaga* court ruled that H–2A relocation expenses are primarily for the benefit of the employer in part because it believed that under 29 CFR 531.32, "a consistent line" is drawn "between those costs arising from the employment itself and those that would arise in the ordinary course of life." 305 F.3d at 1242. The court held that relocation costs do not arise in the ordinary course of life, but rather arise from employment. *Id.* Commuting costs and relocation costs cannot be distinguished on those grounds, however. Both kinds of expenses are incurred by employees for the purpose of getting to a work site to work. Moreover, an employee would not rationally incur either kind of expense but for the existence of the job. Both the employer and the employee derive benefits from the employment relationship, and, absent unusual circumstances, an employee's relocation costs to start a new job cannot be said to be primarily for the benefit of the employer.

That is not to say that travel and relocation costs are never properly considered to be primarily for the benefit of an employer. The regulations state that travel costs will be considered to be primarily for the benefit of the employer when they are "an incident of and necessary to the employment." 29 CFR 531.32(c). This might include, for example, a business trip, or an employer-imposed requirement that an employee relocate in order to retain his or her job. Relocation costs to start a new job will rarely satisfy this test, however.

In a literal sense it may be necessary to travel to a new job opportunity in order to perform the work, but that fact, without more, does not render the travel an "incident" of the employment. Inbound relocation costs are not, absent unusual circumstances, any more an "incident of * * * employment" than is commuting to a job each day. Indeed, inbound relocation costs are quite similar to commuting costs in many respects, which generally are not considered compensable. Cf. DOL Opinion Letter WH–538 (Aug. 5, 1994) (stating that travel time from home to work is "ordinary home-to-work travel and is not compensable" under the FLSA); *Vega ex rel. Trevino* v. *Gasper,* 36 F.3d 417 (5th Cir. 1994) (finding travel to and from work and home not compensable activity under Portal-to-Portal Act). In fact, there is no reason to believe that the drafters of 29 U.S.C. 203(m) and 206(a) ever intended for those provisions to indirectly require employers to pay for their employees' relocation and commuting expenses. To qualify as an "incident of * * * employment" under the Department's regulations, transportation costs must have a more direct and palpable connection to the job in question than merely serving to bring the employee to the work site.

Taking the *Arriaga* court's logic to its ultimate conclusion would potentially subject employers across the U.S. to a requirement to pay relocation expenses for all newly hired employees—or at least to pay relocation expenses for all newly hired foreign employees, since international relocation is perhaps less "ordinary" than intranational relocation. That simply cannot be correct. The language of 29 U.S.C. 203(m) and 206(a) and their implementing regulations provide a very thin reed on which to hang such a seismic shift in hiring practices, particularly so many years after those provisions have gone into effect. Nor does the fact that H–2B workers are temporary guest workers change the equation. Even assuming that H–2B workers derive somewhat less benefit from their jobs because they are only temporary, that fact alone would not render the worker's relocation expenses an "incident" of the temporary job. If it did, ski resorts, camp grounds, shore businesses, and hotels would all be legally required to pay relocation costs for their employees at the beginning of each season—again, a result that is very difficult to square with the language and purpose of 29 U.S.C. 203(m) and 29 CFR 531.35.

A stronger argument could be made, perhaps, that employers derive a greater-than-usual benefit from relocation costs when they hire foreign guest workers such as H–2B workers, because employers generally are not allowed to hire guest workers unless they have first attempted but failed to recruit U.S. workers. Thus, such employers have specifically stated a need to hire non-local workers. Given the substantially greater benefit that foreign guest workers generally derive from work opportunities in the United States than they do from employment opportunities in their home countries, however, the Department believes that this at most brings the balance of benefits between the employer and the worker into equipoise. Moreover, the employer's need for non-local workers does nothing to transform the relocation costs into an "incident" of the job opportunity in a way that would render the employee's payment of the relocation expenses a "kick-back" to the employer. If it did, courts would soon be called upon every time an employer hired an out-of-state worker to assess just how great the employer's need for the out-of-state employee was in light of local labor market conditions. Conversely, the courts would also have to inquire into the employee's circumstances, and whether the employee had reasonably comparable job prospects in the area from which the employee relocated. Again, the Department does not believe such a result is consistent with the text or the intent of the FLSA or the Department's implementing regulations.

It is true, of course, that H–2B employers derive some benefit from an H–2B worker's inbound travel. To be compensable under the FLSA, however, the question is not whether an employer receives some benefit from an item or paid-for cost, but rather whether they receive the primary benefit. Significantly, despite the fact that employers nearly always derive some benefit from the hiring of state-side workers as well, such workers' relocation costs generally have not been considered to be "primarily for the benefit of the employer." That is so because the worker benefits from the travel either more than or just as much as the employer.

In sum, the Department believes that the costs of relocation to the site of the job opportunity generally is not an "incident" of an H–2B worker's employment within the meaning of 29 CFR 531.32, and is not primarily for the benefit of the H–2B employer. The Department states this as a definitive interpretation of its own regulations and expects that courts will defer to that interpretation.

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8. Section 655.22(m) [(k) in Final Rule]—Bona Fide Inquiry

As proposed in the NPRM, the Final Rule at § 655.22(k) requires an employer that is a job contractor to attest that if it places its employees at the job sites of other employers, it has made a written bona fide inquiry into whether the other employer has displaced or intends to displace a similarly employed U.S. worker within the area of intended employment within the 120 days of the date of need. To comply with this attestation, the Department is requiring the employer to inquire in writing to and receive a written response from the employer where the relevant H–2B worker will be placed. This can be done by exchange of correspondence or attested to by the secondary employer in the contract for labor services with the employer petitioning to bring in H–2B workers. This proposed attestation at § 655.22(k) also requires the employer to attest that all worksites where the H–2B employee will work are listed on the *Application for Temporary Employment Certification.*

The Department received several comments on this secondary placement attestation provision. While some were in favor of the requirement, some employer associations expressed concern that making such an inquiry of their clients was unfair and unduly burdensome. The Department acknowledges that this attestation imposes an additional level of inquiry between job contractors and their clients where the contractor will be providing H–2B workers at a client site. The INA's mandate of the unavailability of persons capable of performing the job duties for which the H–2B workers are sought is at the heart of this requirement.

It is the H–2B worker's job activity, rather than the identity of the H–2B worker's employer, which is required to be measured against the availability of U.S. workers; the H–2B worker can be admitted only upon assurances of the unavailability of unemployed persons able to take the H–2B job opportunity. As a result, an H–2B worker performing duties at company X, for which company Y has hired him and pays him, may have an adverse effect not only on employees at the petitioning job contractor company employing him but also the company benefiting from his or her services. The limitations imposed by the Department—area of intended employment, occupation, and timing—provide parameters to reassure employers while at the same time enabling them to ensure full compliance with the mandates of the H–2B program.

One commenter agreed with this provision but did not believe a labor contractor should be held liable for the statements provided by those entities. The Department believes this commenter misinterpreted this section. The job contractor should make a bona fide inquiry and document the inquiry and response. If it later turns out that the employer who received the H–2B worker from the job contractor displaced a U.S. worker during the stated timeframe, proof of the employer's negative response to the job contractor's bona fide inquiry will relieve the job contractor of liability for that violation.

Another commenter requested that we strike this provision in its entirety because it does not allow for change in circumstances that would warrant displacing U.S. workers. The Department sees no reason why the U.S. worker would have to be displaced over the foreign worker and therefore, declines to eliminate this provision.

Finally, an industry association commented that H–2B workers employed by carnivals and circuses are constantly being placed on job sites of other employers as they travel the circuit and that this requirement is too difficult to comply with. It is difficult for the Department to discern, from the manner in which this comment was written, whether the H–2B workers are being paid by one petitioning employer throughout the itinerary or whether these H–2B workers are placed on the payroll of the fixed-site employer at each location. The Department has not made any changes to this section, as no compliance challenge was clearly communicated.

9. Section 655.22(o) [(m) in Final Rule]—Notice to Worker of Required Departure

Under the Final Rule, employers have a responsibility to inform foreign workers of their duty to leave the United States at the end of the authorized period of stay, and to pay for the return transportation of the H–2B worker if that worker is dismissed early. As stated in the NPRM, DHS will establish a new land-border exit pilot program for certain H–2B and other foreign workers to help ensure that departure follows the end of work authorization, regardless of whether it flows from a premature end or from the end of the authorized labor certification.

The Department received one comment on the duty to inform the worker of the obligation to depart from the country. This commenter opined that it is not the responsibility of employers to become unpaid immigration officers. The Department is not suggesting that it is placing any burden on employers to act as immigration officers. The Department has retained the requirement, while clarifying it to be consistent with DHS's regulations on this issue.

10. Section 655.22(p) [(n) in Final Rule]—Representation of Need

The Final Rule requires the employer to attest that it truly and accurately stated the number of workers needed, the dates of need, and the reasons underlying the temporary need in its labor certification request. The Department received two comments on this provision. One requested that we change the words "truly and accurately" to "reasonable and good faith" based on estimates from information available at the time of filing the certification. The Department has considered this change but declines to amend the regulatory language. The concern of the commenter of the need for flexibility is found in the provision in both the NPRM and this Final Rule regarding amendments (§ 655.34(c)(2)) of the start date of the certification. Any need for additional flexibility on the part of the Department must be balanced against the Department's need to ensure integrity in an attestation-based program; giving freedom to change its dates of need allows unscrupulous employers to submit applications not based on an actual need, thus circumventing the entire process in an attempt to obtain limited visas.

The second commenter expressed concern with the date of need requirement and requested the Department change several sections on which this attestation is predicated. One of the major concerns of this commenter was the potential need to amend start dates after certification if an employer must wait for visa numbers to become available. The Department has, however, retained the underlying provision for this attestation. While the Department permits amendment of the start date of the certification by the employer both prior to certification (§ 655.34(c)(2)) and after certification to certify a late adjudication (§ 655.34(c)(4)), the reconciliation of the start date becomes an issue for DHS adjudication. The Department notes that a regulatory provision allowing movement of the date of need after certification would be inconsistent with the DHS proposed rule, which would not permit the filing of a petition whose start date was inconsistent with the start date of the labor certification.

This commenter also proposed, in the alternative, that employers be allowed

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to submit their I–129 labor certification applications to DHS with a note that they have submitted their request for an amendment to the Department and that the Department be required to adjudicate the request for amendment within five days. The Department considered the comment and has decided not to establish a deadline for the processing of amendment requests. We defer to DHS to determine what is appropriate for its adjudication of I–129 petitions which falls exclusively under its jurisdiction.

L. Retention of Supporting Documentation

The Final Rule contains a modified requirement that employers retain specified documentation outlined in the proposed regulations to demonstrate compliance with program requirements. The proposed retention period was for 5 years. This documentation must be provided in the event of an RFI, post-adjudication audit, WHD investigation or other similar activity. The Department received a few comments in response to this proposed requirement. One small business coalition expressed its support, while another organization expressed concern that a 5-year document retention requirement was too long, especially for small employers, or employers like circuses and carnivals that are mobile or have a mobile component. Another commenter requested the Department prepare and provide a list to H–2B employers in one place, in plain language—perhaps as part of broad stakeholder compliance assistance—the documentation that should be retained. In response to concerns about the length of time for records retention, the Department has reduced the requirement from 5 years to 3 years. The documentation required will support specific attestations by the employer under the program. We will provide additional guidance in the course of individual and broad-based technical assistance and educational outreach to the employer community, including on the OFLC Web site. We will consider the issuance of additional written guidance, as appropriate.

M. Section 655.23(c)—Request for Further Information

The Department proposed to issue a Request for Further Information (RFI) within 14 days of receiving the application, if needed, for the purpose of adjudicating the application for labor certification. All of those who commented on this provision requested that the timeframes be changed, but most also recommended an additional provision that would obligate the Department to process and respond to the information received through the RFI within a certain period of time. The Department agrees and shortened both the issuance and response time to 7 days. The Department also has added a provision that obligates the CO to issue a Final Determination within 7 business days of receiving the employer's response, or by 60 days before the date of need, whichever is greater.

N. Section 655.24—Post-Adjudication Audits

The Department proposed to use various selection criteria for identifying applications for audit review after the application has been adjudicated in an effort to maintain and enhance program integrity. The audits are meant to permit the Department to ensure compliance with the terms and conditions by an employer and to fulfill the Secretary's statutory mandate to certify applications only where unemployed U.S. workers capable of performing such services cannot be found. Failure by an employer to respond to the audit could lead to debarment from the program as could a finding by the Department that the employer has not been complying with the terms and conditions attested to in the application. The Department received many comments on this provision. They were equally divided between those that opposed post-adjudication audits and those that believed audits are an effective tool to enhance integrity. Those who opposed the post-adjudication audits did not make any alternative suggestions on how the Department could determine compliance with the program. Therefore, with no other alternatives available, the Department believes its initial analysis is correct and, therefore, has not made any substantive changes to this section, save for including the option for the CO to refer any findings that an employer violated the terms and conditions of the program with respect to eligible U.S. workers to the Department of Justice, Civil Rights Division, Office of Special Counsel for Unfair Immigration Related Employment Practices, as suggested by one commenter.

O. Section 655.30—Supervised Recruitment

The Department proposed to require certain employers to engage in supervised pre-filing recruitment to ensure compliance with recruitment requirements. One comment was received on this provision. The commenter believes that the NPC will be unable to handle such a responsibility as effectively and as efficiently as did the local SWAs and that it will affect the integrity of the program. The Department respectfully disagrees with this commenter and has retained the provision as proposed. We believe that centralizing the process will provide uniformity and expertise that will enhance program integrity. Further, in the permanent labor certification program, supervised recruitment is conducted under Federal guidance and not SWA supervision.

P. Section 655.31—Debarment

The Department's NPRM proposed a mechanism allowing the Department to debar an employer/attorney/agent from the H–2B program for a period of up to 3 calendar years. Debarment from the program is a necessary and reasonable mechanism to enforce H–2B labor certification requirements and ensure compliance with the program's statutory requirements. Further, debarment and other enforcement mechanisms, *e.g.*, audits, are necessary and reasonable program compliance checks to balance the transition to an attestation-based filing system. The proposed rule would permit the Department to debar an employer, attorney, and/or agent for a period of up to 3 calendar years for misrepresenting a material fact or for making a fraudulent statement on an H–2B application, for a material or substantial failure to comply with the terms of the attestations, for failure to cooperate with the audit process or ordered supervised recruitment, or if the employer/attorney/agent has been found by a court of law, WHD, DHS, or the DOS to have committed fraud or willful misrepresentation involving any OFLC employment-based immigration program.

Upon further consideration, based in part upon the Department's recent efforts to modernize its H–2A labor certification regulations, the Department has decided to modify the debarment provision so that it more closely parallels the debarment provision for the H–2A regulation at 20 CFR 655.118, given the similarity of the H–2A and H–2B labor certification programs. While many of the grounds for debarment are substantially similar in the Final Rule as in the NPRM, the Final Rule contains additional safeguards for both workers and employers, which are explained in greater detail below.

1. Debarment Authority

An advocacy organization questioned the Department's authority to debar attorneys, agents, or employers from the H–2B program and asserted that a determination of a violation should only be made after notice of violation and an

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opportunity for a hearing. The debarment of entities from participating in a government program is an inherent part of an agency's responsibility to maintain the integrity of that program. As the Second Circuit found in *Janik Paving & Construction, Inc.* v. *Brock,* 828 F.2d 84 (2d Cir. 1987), the Department possesses an inherent authority to refuse to provide a benefit or lift a restriction for an employer that has acted contrary to the welfare of U.S. workers. In assessing the Department's authority to debar violators, the court found that "[t]he Secretary may * * * make such rules and regulations allowing reasonable variations, tolerances, and exemptions to and from any or all provisions * * * as [s]he may find necessary and proper in the public interest to prevent injustice of undue hardship or to avoid serious impairment of the conduct of Government business." *Id.* at 89.

In addition, although the Administrative Procedure Act provides that parties are entitled to appear before the agency with legal counsel, see 5 U.S.C. 555(b), this provision "leaves intact the agencies' control over both lawyers and non-lawyers who practice before them," Attorney General's Manual on the APA (1947) at 65. The Department's debarment of attorneys and agents under the H–2B program is also consistent with the Department's longstanding practice of regulating attorneys and representatives who appear before the agency. See, *e.g., In re judicial inquiry re Miroslaw Kusmirek,* 2000–INA–116 (Sept. 18, 2002) (sanctioning a representative for providing forged documents to the Department of Labor).

In order to encourage compliance, the regulatory scheme for the H–2B program relies on attestations, audits, investigations and the remedial measure of debarment. Use of debarment as a mechanism to encourage compliance has been endorsed in the INA for a number of foreign labor certification and attestation programs. Ensuring the integrity of a statutory program enacted to protect U.S. workers is an important part of the Department's mission.

As part of the Department's inherent debarment authority, the Department may determine the particular procedures that may apply to the process. Accordingly, it is within the Department's authority to require the OFLC Administrator to issue a Notice of Intent to Debar no later than 2 years after the occurrence of the violation; offer the employer an opportunity to submit evidence in rebuttal; and if the rebuttal evidence is not timely filed or if the Administrator determines that the employer, attorney, or agent more likely than not meets one or more of the bases for debarment, issue a *Notice of Debarment* which may be subject to administrative appeal through the Department's Board of Alien Labor Certification Appeals (BALCA). Like the NPRM, the Final Rule provides that the *Notice of Debarment* shall be in writing, state the reason for the debarment finding and duration of debarment, and identify the appeal rights. Additionally, the Final Rule provides that the debarment will take effect on the start date identified in the *Notice of Debarment* unless the administrative appeal is properly filed within 30 days of the date of the Notice, thereby, staying the debarment pending the outcome of the appeal.

2. Grounds for Debarment

While a union and a state agency expressed their support for the debarment provisions, a law firm asserted that the debarment was an unduly strict sanction for minor violations of new procedures, the details of which are still not clear. We disagree with the commenter's characterization of violations warranting debarment as "minor." The Department will not debar for "minor" violations. Rather most of the violations that will be the basis of potential debarment actions require a pattern or practice of acts that: (1) Are significantly injurious to the wages or benefits offered under the H–2B program or working conditions of a significant number of the employer's U.S. or H–2B workers; (2) reflect a significant failure to offer employment to each qualified domestic worker who applied for the job opportunity for which certification was being sought, except for lawful job-related reasons; (3) reflect a significant failure to comply with the employer's obligations to recruit U.S. workers; (4) reflect a significant failure to comply with the RFI or audit process; (5) reflect the employment of an H–2B worker outside the area of intended employment, or in an activity/activities not listed in the job order (other than an activity minor and incidental to the activity/activities listed in the job order), or after the period of employment specified in the job order and any approved extension; or (6) reflect a significant failure to comply with supervised recruitment. However, the Department recognizes that there are some acts which the Department would have no other available remedy to enforce would warrant debarment even without a pattern or practice. These acts are set forth separately under § 655.31(d)(2) through (5). These acts are: Fraud; the failure to cooperate with a DOL investigation or with a DOL official performing an investigation, inspection or law enforcement function; the failure to comply with one or more sanctions or remedies imposed by the ESA, or with one or more decisions of the Secretary or court; and a single heinous act showing such flagrant disregard for the law that future compliance with program requirements cannot reasonably be expected.

As to the details of the violation not being clear, we believe that the regulations are quite clear in setting forth the various grounds under which an employer, attorney or agent may be debarred. The Department understands the seriousness of debarment as a penalty and, in considering the comments received in response to the NPRM, believes that the resulting debarment provision upholds the integrity of the H–2B labor certification program and puts employers on notice of what violations are sufficiently serious that could result in potential debarment.

Additionally, the law firm requested a provision for training prior to being subject to sanctions such as debarment. While we do not think that it is necessary to address such training directly in the regulation, OFLC will issue further guidance, as appropriate, to orient stakeholders and staff to these new provisions.

3. Debarment of Attorneys and Agents

An international recruiting company requested that the Department apply a different standard for the debarment of attorneys and agents from the debarment of employers. In particular, the commenter asserted that the evidence to debar the agent or attorney would need to be legally significant since they do not share in the task of employment and stated that many agents accept information from the employer at face value and accept information as true. While attorneys and agents are not strictly liable for all actions of the employers they represent they do have responsibilities attendant to their participation in the program. Employers, agents, and attorneys each must remain aware of their particular responsibilities under the labor certification process and of the consequences of submitting false or misleading information to a Federal agency. Accordingly, the regulation provides that the Administrator may debar agents and attorneys not only for participating in, but also having knowledge of, or having reason to know of, the employer's substantial violation.

An advocacy organization objected to the omission of appeal rights for

attorneys and agents with respect to a *Notice of Debarment*. The commenter stressed that since attorneys and agents may themselves be subject to a *Notice of Debarment*, they ought to have recourse to correct a conceivably incurred or unfair decision. The commenter also noted that there may be certain instances where the interests of an employer and attorney or agent may diverge with respect to pursuing an appeal and the latter would be harmed due to the lack of appeal rights. The commenter also noted that the Department's permanent labor certification regulations provide not only the employer but any debarred person or entity the right to appeal the debarment decision. We agree with commenter's concern and have included references to attorneys' and agents' rebuttal and appeal rights, in additional to that of employers.

4. Use of Labor Contractors

An advocacy organization expressed a concern that employers would manipulate their legal identities resulting in abuses that would not be cured by debarment. In particular, the commenter set forth a scenario in which a company would retain a labor contractor or temporary agency to serve as the "employer" for a group of foreign workers at the company's work site. The commenter was concerned that the company would take advantage of a labor contractor's false claim that no domestic workers could be found, yet only the labor contractor would be debarred as the "employer," thus allowing the company to hire another labor contractor to repeat the same abuses.

The commenter seems to presume all labor contractors would commit violations of the program, which is a generalization that unfairly portrays law abiding labor contractors in a negative light. Nonetheless, this is a situation that would be of concern to the Department and, if appropriate, we would pursue administrative means to ascertain the veracity of applications and information submitted to the Department.

5. Review of Debarment Determinations

The Department did not receive comments about the procedures for the review of the Administrator, OFLC's debarment determinations. However, to ensure consistency across programs, the Department has included in the Final Rule procedures, identical to those set forth in the Department's H–2A Final Rule, for hearings before an administrative law judge and review of the administrative law judge's decision by the Administrative Review Board. Under the Final Rule, a debarred party may request a hearing which would be governed by the procedures in 29 CFR part 18, and administrative law judge decisions would not be required to be issued within a set period of time. We believe that this process provides a period of time that is both sufficient for thorough consideration of the grounds for debarment and expedient enough so as to allow the Department to debar bad actors before they can cause any additional harm while also minimizing the period of uncertainty for employers in the case of a successful appeal.

Q. Section 655.32—Labor Certification Determinations

The proposed language delineated the criteria by which the Administrator of OFLC will certify or deny applications. The commenters, though citing this particular section of the NPRM, actually commented on the attestation-based process in general. Their comments were incorporated into that discussion above.

R. Section 655.33—Appeals to the BALCA

The Department's and DHS's NPRMs proposed a new model for the adjudication of H–2B applications. Under current procedures, the Department does not provide for any administrative review of decisions either denying H–2B labor certification applications or rendering a non-determination. Currently, the Department's decisions are advisory to DHS and employers whose applications are denied or issued a non-determination by the Department may submit countervailing evidence to DHS and have access to administrative review under DHS procedures. Under the DHS NPRM, the countervailing evidence process is eliminated and employers seeking to file H–2B visa petitions will be required to present an approved labor certification from DOL. Since DOL decisions denying H–2B labor certification will no longer be subject to additional review outside of the Department, we concluded that it would be appropriate to provide an employer whose labor certification application is denied an opportunity to seek review in the Department. The Department's NPRM included such a procedure providing for administrative review before the BALCA.

The Department received a number of comments on this portion of the NPRM, the majority of which expressed dissatisfaction with the proposal. We have carefully reviewed these comments and made several changes in response. Several commenters expressed satisfaction with the current appeal process and requested that it not be changed. To the extent these comments related to concerns about the length of that process, that question is discussed below. To the extent the commenters expressed a preference for the retention of the current practice in which countervailing evidence can be submitted to DHS when an H–2B labor certification application is denied, similar comments were submitted to DHS in response to its NPRM and DHS made no change in its Final Rule. We defer to and adopt DHS's response on this issue. Likewise, the concern expressed by one commenter that the time spent utilizing the Department's appeals procedures will delay employers getting into the queue at DHS for the limited number of available H–2B visas, is a matter that is addressed by DHS in their Final Rule.

With regard to matters directly related to the Department's proposal, a number of commenters objected to the provision that precluded the submission of new evidence to the BALCA. We believe these commenters do not recognize the totality of the proposal. The NPRM provides that before a CO can deny an H–2B application, the CO must issue an RFI that apprises the employer of the grounds for the proposed denial and provides an opportunity to submit additional information. The Department does not see any reason to provide another opportunity to submit necessary information. In addition, providing such an opportunity would inevitably delay issuance of final decisions from the BALCA. Concerns about delays at the BALCA were expressed by a number of commenters even in the absence of any authorization for the submission of new evidence.

Several commenters expressed concern that the appeal process before the BALCA would take too long. One noted specifically that no time limit was contained for the BALCA to issue its docketing statement and a briefing schedule. It was also pointed out that the NPRM provided merely that the BALCA "should" notify the employer of its decision within 20 days of the filing of the CO's brief. In response to comments reflecting concerns about the timeliness of the appeal process, the Final Rule reflects significantly shorter time frames, with the BALCA decision due no later than 15 business days after the request for review is filed.

One commenter suggested the possibility of allowing worker representatives to participate in the administrative appeal process. We have rejected that suggestion. Generally, the

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Department's labor certification procedures do not involve participation by third parties and we do not believe that their involvement would enhance the process given the nature of the labor certification determination.

S. Section 655.34(c)—Amendments

The Department received several comments on the provision requiring the amendment of labor certifications if the start dates change and/or the number of workers change. All commenters opposed this change. One commenter admitted that employers set their start date based on the availability of visa numbers. Other commenters claimed that this provision makes it impracticable to adjust to market fluctuations during the season. The Department appreciates the candid comments about the difficulties this new requirement will create. However, the Department's experience is that many times dates of need or number of workers needed are changed to such a degree that the recruitment previously done is stale by the time USCIS receives the application. Changes to start dates, especially as the practice has become more common, also raise a concern that U.S. workers who might indeed be available for work on the new start date were not given the chance to apply originally. Therefore, this requirement represents a reasonable and logical solution. The only changes made to the section were for clarification purposes.

T. Section 655.35—Required Departure

In consultation with DHS, the Department proposed to include, as part of the employer's obligations, the requirement that employers provide notice to the H–2B workers of their required departure at the end of their authorized stay or separation from employment, whichever occurs first. This section was designed in anticipation of DHS establishing a registration of departure program. The provision requires employers to inform their H–2B workers of their obligation to register their departure at the port of exit. The Department received one comment suggesting that we eliminate this provision because it is unworkable due to the requirement for specific entry and exit points, which is inevitably a guarantee for violations occurring. This commenter also suggested we work with DHS instead. The Department respectfully declines to eliminate this language. The entry-exit ports and requirements continue to be matters of immigration under DHS's jurisdiction; this language simply makes it an employer's obligation to inform foreign workers of the workers' responsibility. The Department did consult with DHS on this language to establish this employer obligation and lay the appropriate groundwork as DHS continues to build their next-generation entry-exit system.

U. Delegation of Enforcement Authority

As previously discussed, the INA provides the Department no direct authority to enforce any conditions concerning the employment of H–2B workers, including the prevailing wage attestation. DHS possesses that authority pursuant to secs. 103 and 214(a) and (c) of the INA. 8 U.S.C. 1103 and 8 U.S.C. 1184(c)(14)(A). DHS may also delegate its authority to the Department under secs. 103(a)(6) and 214(c)(14)(B) of the INA. 8 U.S.C. 1103(a)(6) and 8 U.S.C. 1184(c)(14)(B). DHS has chosen to delegate its enforcement authority to DOL, which provides the basis for the new enforcement provisions of this subpart. The delegation will not take effect until this rule becomes effective.

V. Section 655.50(c)—Availability of Records in the Enforcement Process

Language has been added to § 655.50(c) to describe the employer's responsibility to make records available when those records are maintained in a central office.

W. Section 655.60—Compliance With Application Attestations

The NPRM proposed a WHD enforcement program addressing H–2B employers' compliance with attestations made as a condition of securing authorization to employ H–2B workers. The proposed enforcement program also covered statements made to DHS as part of the petition for an H–2B worker on the DHS Form I–129, Petition for a Nonimmigrant Worker. Compliance with attestations and the DHS petition are designed to protect U.S. workers and would be reviewed in WHD enforcement actions. This Final Rule adopts this proposal.

A trade union and U.S. Senator commented that the proposal did not include a mechanism for accepting complaints of potential violations. The Department intends to accept complaints, as it does under other statutes it administers such as the Fair Labor Standards Act (FLSA), 29 U.S.C. 201 *et seq.*, which does not have a specific regulatory mechanism for the acceptance of complaints. Thus, the Department has not added a specific regulatory procedure here.

Another trade union commented that the Department should adopt the definition of "employ" found in the FLSA, which defines the term to include "suffer or permit to work." In fact, the proposed regulations included such a definition. However, the terms "employer" and "employee" were defined in terms of the common law test of employment which does not include "suffer or permit to work." Since the two concepts are different and the use of the "suffer or permit" test is precluded by the U.S. Supreme Court opinion in *Nationwide Mutual Ins.* v. *Darden*, 503 U.S. 318, 322–323 (1992), the reference to "suffer or permit to work" has been removed.

X. Section 655.65—Remedies for Violations of H–2B Attestations

1. Section 655.65(a) and (b)—Assessment of Civil Money Penalties

Under the proposed rule, the WHD would assess civil monetary penalties in an amount not to exceed $10,000 per violation for a substantial failure to meet conditions of the H–2B labor condition application or of the DHS Form I–129, Petition for a Nonimmigrant Worker for an H–2B worker; or for a willful misrepresentation of a material fact on the DOL application or DHS petition; or a failure to cooperate with a Department of Labor audit or investigation. No comment addressed this provision and it is adopted in the Final Rule, with one change—in accordance with the statutory provisions, the Final Rule clearly reflects that the WHD Administrator may access civil money penalties when appropriate.

2. Section 655.65(i)—Reinstatement of Illegally Displaced U.S. Workers

Under the NPRM the WHD would seek reinstatement of similarly employed U.S. workers who were illegally laid off by the employer in the area of intended employment. Such unlawful terminations are prohibited if they occur less than 120 days before the date of requested need for the H–2B workers or during the entire period of employment of the H–2B workers. No comments addressed this proposal and it is adopted in the Final Rule.

3. Section 655.65(i)—Other Appropriate Remedies

WHD may seek remedies under other laws that may be applicable to the work situation including, but not limited to, remedies available under the FLSA (29 U.S.C. 201 *et seq.*), the Migrant and Seasonal Agricultural Worker Protection Act (29 U.S.C. 1801 *et seq.*), and the McNamara-O'Hara Service Contract Act (41 U.S.C. 351 *et seq.*). WHD also may seek other administrative remedies for violations as it determines to be appropriate.

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The Department sought public comments on whether back wages can be assessed under the H–2B program when an employer fails to pay the prevailing wage rate. The most extensive comments received were from a U.S. Senator asserting that the lack of back pay as a remedy is a "weakness of the Department's enforcement proposal" and that back pay is "an essential make-whole remedy for both H–2B program participants and American workers * * * [and] would provide a key incentive for otherwise vulnerable workers to come forward and protect their rights." The Senator also stated that "[t]here is ample authority establishing that similarly broad grants of remedial authority are sufficient to authorize an award of back [pay], even when this remedy is not specifically enumerated."

The Department has carefully considered whether Congress has provided authority to assess back wages under the H–2B provisions. The Department concludes that the H–2B statutory provisions provide the Secretary with the authority to seek back wages for failure to pay the required wage even though the statute does not specifically list this remedy. The INA broadly authorizes DHS to, "in addition to any other remedy authorized by law, impose such administrative remedies (including civil monetary penalties * * *) as the Secretary of Homeland Security determines to be appropriate[.]" 8 U.S.C. 1184(c)(14)(i). As noted above, that authority has been delegated to the Department of Labor. Awarding back pay is unquestionably the most appropriate remedy for failure to pay the required wage. It is also consistent with the statutory grant of authority and will further the purposes of the H–2B program because it will reduce employers' incentives to bypass U.S. workers in order to hire and exploit H–2B foreign workers, and guard against depressing U.S. workers' wage rates.

A number of courts have concluded that, under similarly broad grants of remedial authority, the Secretary may establish back pay as an appropriate sanction even in the absence of explicit statutory authority. See, *e.g.*, *Commonwealth of Kentucky Dept. of Human Resources* v. *Donovan*, 704 F.2d 288, 294–96 (6th Cir. 1983) (ruling that the Secretary of Labor had authority to award back pay under Comprehensive Employment and Training Act (CETA) both prior to the 1978 statutory and regulatory amendments and pursuant to the 1978 amendments); *City of Philadelphia* v. *U.S. Dept. of Labor*, 723 F.2d 330, 332 (3d Cir. 1983); *United States* v. *Duquesne Light Co.*, 423 F. Supp. 507, 509 (W.D. Pa. 1976) (in government contracting case, back pay appropriate under E.O. 11246).

The preamble to the NPRM, 73 FR 29946, noted that the H–1B provisions of the INA, unlike the H–2B provisions, contain a separate provision requiring that the Secretary assess back wages in cases where an employer has failed to pay the LCA-specified wages. 8 U.S.C. 1182(n)(2)(D) ("If the Secretary finds, after notice and opportunity for a hearing, that an employer has not paid wages at the wage level specified under the [LCA] * * * the Secretary shall order the employer to provide for payment of such amounts of back pay as may be required to comply with the [H–1B] requirements * * * whether or not [other penalties have] been imposed."). The H–1B back pay provision is, however, different from either programs' general, broad grant of remedial authority by being mandatory and by imposing no standard for the severity of wage violations (*e.g.*, willfulness or "substantial violation") for the collection of back wages. Therefore, the failure to include the mandate in H–2B simply means that the Secretary is not required to seek back pay in cases where the employer has failed to pay the LCA-specified wages; it does not bear on the Secretary's discretion to seek back pay in such cases. The Department concludes that the statutory language of the H–2B program provides the Secretary with the discretionary authority to seek back pay, provided there is a finding of a "substantial violation" or willfulness, in cases where the employer has failed to pay the LCA-specified wages. See 8 U.S.C. 1184(c)(14)(A)(i). The Department has modified the Final Rule accordingly.

Y. Comments Beyond the Scope

In addition to those discussed above, the Department received numerous comments that were beyond the scope of or not directly relevant to the proposed regulation. We did not respond to these comments, but find it appropriate to note them. They included: Calls for the Department to work with Congress to extend the Save Our Small and Seasonal Business Act returning workers provision; calls for the Congress to raise the H–2B 66,000 annual visa cap, or to allocate visa numbers more equitably across States; calls for the government to "recapture" H–2B visa numbers that expire the same year they are issued so they can be used for different workers; calls for the Congress to increase funding for all Federal agencies administering the H–2B visa program, and the SWAs, either through appropriations, or applications or fraud preventions fees; requests that DHS establish a special fraud investigative unit for certain visa related crimes and offenses; concerns about the requirement that workers use DHS's designated entry-exit system, and about the burdens and policies behind such a system; a request that foreign workers be given a two-month grace period between employers when the worker needs an extension but the workers' visas terminate before the beginning of their next employment; a request that employers have the authority to activate or deactivate the H–2B visa like a credit card to allow immediate action and loss of status if the worker fails to comply with the terms of the H–2B contract; calls for the government to require that H–2B workers (over whom the Department has no jurisdiction save for the areas covered in this Final Rule) purchase travel insurance or prohibit H–2B workers from identifying themselves as "self-employed" on their federal tax forms, or to eliminate the requirement that H–2B workers pay Social Security or Medicare; opinions that the United States has sufficient foreign workers to meet the needs of U.S. employers, especially at a time when the economy is slowing down and many U.S. workers are unemployed; calls for U.S. employers to provide higher wages and better working conditions; and a call for H–2B workers to be permitted representation by Federally-funded legal services corporations, and that resources for such counsel be increased.

III. Administrative Information

A. Executive Order 12866—Regulatory Planning and Review

Under Executive Order (E.O.) 12866, the Department must determine whether a regulatory action is "significant" and therefore, subject to the requirements of the E.O. and subject to review by the Office of Management and Budget (OMB). Section 3(f) of the E.O. defines a "significant regulatory action" as an action that is likely to result in a rule that: (1) Has an annual effect on the economy of $100 million or more or adversely and materially affects a sector of the economy, productivity, competition, jobs, the environment, public health or safety, or State, local or tribal governments or communities (also referred to as "economically significant"); (2) creates serious inconsistency or otherwise interferes with an action taken or planned by another agency; (3) materially alters the budgetary impacts of entitlement grants, user fees, or loan programs or the rights and obligations of recipients thereof; or (4) raises novel legal or policy issues

arising out of legal mandates, the President's priorities, or the principles set forth in the E.O.

The Department determined that this regulation is a "significant regulatory action" under sec. 3(f)(4). This Final Rule implements a significant policy related to the President's policies on immigration. However, the Department determined that this rule is not an "economically significant" rule under E.O. 12866 because it will not have an annual effect on the economy of $100 million or more.

Analysis Considerations

The direct incremental costs employers will incur because of this Final Rule, above and beyond the current costs required by the program as it is currently implemented, are not economically significant. The total annual cost associated with this Final Rule is approximately $1,872,769 per year or $166 per employer. The only additional costs on employers resulting from this Final Rule are those involved in (1) the placement of a Sunday advertisement, which replaces one of the former daily advertisement and the additional paperwork costs; (2) the new paperwork and retention requirements; and (3) contacting laid-off workers to notify them of a job opportunity.[6]

Cost of the Sunday Advertisement

The cost range for advertising and recruitment is taken from a recent (October 2008) sample of newspapers in various urban and rural U.S. cities, and reflects approximate costs for placing one 10-line advertisement in those newspapers. The cost of advertising in a Sunday paper instead of during the week is approximately $234, which represents an increase of approximately $31.16 over the weekday advertisement.[7] The additional total cost for the 11,267 employers utilizing the H–2B program of one Sunday ad would average approximately $351,080 assuming that such ads would not have been placed by the business as part of its normal practices to recruit U.S. workers.[8]

Cost of Paperwork and Record Retention Requirements

The paperwork and record retention costs are minimal, as records will require a burden of approximately 1.35 hours per year per application. Based on the median hourly wage rate for a Human Resources Manager ($40.47), as published by the Department's Occupational Information Network, O*Net OnLine, and increased by a factor of 1.42 to account for employee benefits and other compensation, a total cumulative burden of 15,210 hours will result in a total cost of $874,118, or $77.58 per employer.

Cost To Notify Laid-Off Workers of Job Opportunity

A final cost to employers for implementing the requirements of this Final Rule is the cost associated with notifying laid-off workers of a job opportunity. The Department estimates that the total cost to meet this requirement is $647,571 or $57.48 per employer. To make this cost determination, the Department estimated it would take an employer's Human Resources Manager approximately 3 minutes to notify each laid-off worker. The Department does not have data to determine how many laid-off workers an employer would be required to notify. Therefore, the Department projected this number based on the total number of employees requested on the applications. Based on PY 2006 data, employers requested visas for 247,287 foreign workers, for an average of 22 employees per employer. We then multiplied this number by 3 minutes (the time estimate to notify each laid-off worker) to determine that it will take each employer approximately one hour to meet this requirement. Thus, the cost per employer is the hourly salary for the Human Resource Manager to make the calls or $57.47.

Benefits

We also project that employers will experience significant time-savings as a result of the reengineered process. The Department estimates the average time-savings to employers will be at least 28 days from the current process, based on the current average H–2B application processing time of 73 days in the fiscal year (FY) 2007 (October 1, 2006–September 30, 2007). Although the Department cannot estimate the cost savings as a result of this time saved, it believes that employers will experience a variety of economic benefits, including benefits from predictability of workforce size and availability regardless of geographic area, as a result of reengineering the application process.

The Department received seven comments related to the cost of this rulemaking. One comment was directed at the cost to small businesses and has been addressed in Section B of this section of the preamble below. The remaining six comments were related to the costs to the SWAs, which is not a cost calculated in the total cost of this Final Rule because they are considered transfer costs under OMB Circular A–4. Therefore, the Department has addressed those comments in Section C of this section of the preamble. The Department notes, however, that based on the comments, it reduced the number of required advertisements from three in the preamble to two in this Final Rule, which is reflected in the cost analysis above.

B. Regulatory Flexibility Analysis/ SBREFA

The Regulatory Flexibility Act (RFA) at 5 U.S.C. 603 requires agencies to prepare a regulatory flexibility analysis to determine whether a regulation will have a significant economic impact on a substantial number of small entities. Section 605 of the RFA allows an agency to certify a rule in lieu of preparing an analysis if the regulation is not expected to have a significant economic impact on a substantial number of small entities. A significant economic impact is defined as eliminating more than 10 percent of the businesses' profits; exceeding 1 percent of the gross revenue of the entities in a particular sector; or exceeding 5 percent of the labor costs of the entities in the sector. Further under the Small Business Regulatory Enforcement Fairness Act of 1996, 5 U.S.C. 801 (SBREFA), an agency is required to produce compliance guidance for small entities if the rule has a significant economic impact. Although the RFA and the SBREFA analyses were included as separate preamble sections in the proposed rule, the Department has included them in one preamble section in this Final Rule to avoid unnecessary duplication. The Department has certified that this Final Rule does not have a significant economic impact on a substantial number of small entities.

1. Definition of a Small Entity

A small entity is one that is "independently owned and operated and which is not dominant in its field of operation." The definition of small business varies from industry to

[6] The Department notes that this cost is not new to the H–2B program because it has been required in program guidance. However, because it is new to the regulation, we have included it in this analysis.

[7] The Department based this average on 10 locations with the highest number of H–2B applications, including the following: Houston, Texas; Orlando, Florida; Vail, Colorado; Orange County, California; Cape Cod, Massachusetts; Detroit, Michigan; Baton Rouge, Louisiana; Houma, Louisiana; Columbus, Ohio; and Washington, DC.

[8] The Department notes that this cost is based on the highest costs in each location. Fees are likely to be lower given that many newspapers offer lower rates for consecutive ads, for placing two ads in the same week, or for purchasing a Sunday and weekday ad.

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industry to the extent necessary to properly reflect industry size differences. An agency must either use the SBA definition for a small entity, or, establish an alternative definition. Given that this rulemaking crosses industry sectors, the Department has adopted the SBA size standards defined in 13 CFR 121.201. The SBA utilizes annual revenue in some industries, while utilizing number of employees in others to determine whether or not a business is considered a small business. Historically however, the Department has not collected information about an employer's industry classification, annual revenues, or number of employees currently on payroll in the H–2B program. Therefore, the Department cannot accurately and comprehensively categorize each applicant-employer for the purpose of conducting the RFA analysis by industry and size standard. In lieu of the industry and size standard analysis, the Department based the estimated costs of the reformed H–2B process assuming all employers-applicants were small entities.

2. Factual Basis for Certification

The factual basis for such a certification is that this Final Rule does not affect a substantial number of small entities and there will not be a significant economic impact on them. The Department receives more than 10,000 applications a year under this program. In FY 2006 (October 1, 2005–September 30, 2006), ETA received from SWAs 11,267 applications from employers seeking temporary labor certification under the H–2B program. As mentioned earlier, the Department does not collect information regarding the numbers of small entities participating in the H–2B program. The Department believes that this rule may potentially affect as many as 11,267 employers participating in this program, assuming that each employer only has one application.

Although there may be a substantial number of small entities impacted by this Final Rule, the Department has determined that this rule will not have a significant economic impact on those small businesses that utilize the program. The RFA and the SBREFA, which amended the RFA, require that an agency promulgating regulations segment and analyze industrial sectors into several appropriate size categories for the industry being regulated. Even though the foreign labor certification programs are open to all industries, the Department does not have sufficient data to analyze the universe of H–2B applicants by industry sector. However, the Department was able to analyze the PY 2006 data to determine that landscape occupations[9] accounted for approximately 31 percent of all the applications filed. According to SBA guidelines for the landscape industry, all employers with annual receipts at or below $6.5 million are considered small businesses. The cost of this rule for those employers at this threshold would be approximately .003 percent of their annual revenues; even for employers with annual receipts of only $500,000, the cost would represent only .036 percent of revenues.[10] The Department also recognizes that there are potentially very small business that might be affected. Therefore, for purposes of comparing costs, this rule would cost small entities that had gross annual receipts of $120,000 and profits of $12,000 approximately .15 percent of their revenues, which would not be significant.

The Department believes that the costs incurred by employers under this Final Rule will not be substantially different from those incurred under the current application filing process. Employers seeking to hire foreign workers on a temporary basis under the H–2B program must continue to establish to the Secretary's satisfaction that their recruitment attempts have not yielded enough qualified and available U.S. workers. Similar to the current process, employers under this H–2B process will file a standardized application but will retain recruitment documentation, a recruitment report, and any supporting evidence or documentation justifying the temporary need for the services or labor to be performed. To estimate the cost of this reformed H–2B process on employers, the Department calculated each employer will pay an additional $31.16 to meet the advertising requirements for a job opportunity, and will spend an additional 1.35 hours staff time preparing the standardized application, narrative statement of temporary need, final recruitment report, and retaining all other required documentation (*e.g.*, newspaper ads, business necessity) for audit purposes or $81.57 per employer. The Department also estimated that it will take an employer approximately one hour to notify laid-off workers of a job opportunity, or $66.46.

Using the RFA standard to determine whether a rule will have a substantial impact on a significant number of small businesses, the Department determined that this Final Rule will not eliminate more than 10 percent of the businesses' profits; exceed 1 percent of the gross revenue of the entities in a particular sector; or exceed 5 percent of the labor costs of the entities in the sector. The total cost per employer is approximately $179, which represents .15 percent of the gross receipts and profits of a small entity with $120,000 in revenues and $12,000 profits. Therefore, this rule will not have a significant impact on a substantial number of small businesses.

The Department received one comment on this section, which generally stated that the rule would increase the cost to employers, especially given the changes to advertising. Although this statement is partly true given that the cost of the rule increased by approximately $179, in light of the other non-quantifiable benefits, the Final Rule will likely represent a cost-savings to the employer. Therefore, for the reasons stated, the Department believes that total costs for any small entities affected by this program will be reduced or stay the same as the costs for participating in the current program. Even assuming that all entities who file H–2B labor certification applications qualify as small businesses, there will be no net negative economic effect.

C. Unfunded Mandates Reform Act of 1995

Section 202 of the Unfunded Mandates Reform Act (UMRA) of 1995 (2 U.S.C. 1501 *et seq.*) directs agencies to assess the effects of a Federal regulatory action on State, local, and tribal governments, and the private sector to determine whether the regulatory action imposes a Federal mandate. A Federal mandate is defined in the Act at 2 U.S.C. 658(5)–(7) to include any provision in a regulation that imposes an enforceable duty upon State, local, or tribal governments, or imposes a duty upon the private sector which is not voluntary. A decision by a private entity to obtain an H–2B worker is purely voluntary and is, therefore,

[9] The Department notes that this was the only occupation that could be paralleled with the industry classifications required by the SBA and described in 13 CFR 121.201. The landscape industry includes grounds keeping, lawn services, landscaping, tree planting, tree trimming, and tree surgeons. However, the Department does not require employers to list a North American Industry Classification System (NAICS) code for each employment position under the H–2B program, and therefore, the data calculated for this example is not as accurate as it would be with NAICS coding. For instance, some landscaping duties require bricklaying, which we note has been used as a separate employment category on some of the applications. Without the coding it is not possible to categorize occupations accurately. Therefore, the Department notes that we used this industry merely to provide an example of how this rule could affect a category of employers.

[10] The cost of the rule ($166) divided by the projected annual receipts of the business.

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excluded from any reporting requirement under the Act.

The Department received six comments on this section from SWAs related to the increase in cost and workload and/or the lack of funding to support the new H–2B processing requirements. One commenter generally noted that its jurisdiction was neither financially nor functionally prepared to take on this added workload. Three States specifically stated that the funds provided under the Wagner-Peyser Act were insufficient to carry out their H–2B responsibilities prior to the changes in this rule, and the new eligibility verification requirements increased their funding challenges. Three States specifically related the lack of resources to the additional cost of storing and processing the I–9 documents related to the eligibility verification requirements.

The Department disagrees that this Final Rule imposes an unfunded mandate. As noted in the proposed rule, the Department is not insensitive to the resource and time constraints facing SWAs in their administration of H–2B activities and the difficulties inherent in making informed referrals on a population of workers that may be itinerant and difficult to contact. 73 FR 29950, May 28, 2008. However, we do not believe that this requirement will result in a significant workload increase or administrative burden. The Department points out that although there may be some new requirements for SWAs, there are also many requirements for SWAs that have been eliminated in this Final Rule given the reengineered approach. The Department believes reduced burden from the old requirements more than offsets any additional burden finalized here. The SWAs will experience a direct impact on their foreign labor certification activities in the elimination of certain H–2B activities under this Final Rule. These eliminated activities are currently funded by the Department under grants provided under the Wagner-Peyser Act, 29 U.S.C. 49 *et seq.* In addition, other tools will be available to the SWAs to make this requirement relatively easy to implement, such as the E-Verify system. As a result, the net effect of this Final Rule will likely be to ensure the amounts of such grants available to each State correspond or even increase relative to its workload under the H–2B program in the receipt, processing and monitoring of each application.

One State commented that the new eligibility verification requirements could lead to discriminatory practices subject to legal challenge, which in this commenter's opinion, the legal costs associated with any defense also represented an unfunded mandate. The Department believes it is premature to presume that the States will have to bear a significant cost to defend against any potential litigation associated with the implementation of this Final Rule, and which is typically considered part of a grantee's programmatic responsibility, should it occur.

Therefore, for the reasons stated above, the Department finds that this Final Rule does not impose an unfunded mandate.

D. Executive Order 13132—Federalism

Executive Order 13132 addresses the Federalism impact of an agency's regulations on the States' authority. Under E.O. 13132, Federal agencies are required to consult with States prior to and during the implementation of national policies that have a direct effect on the States, the relationship between the Federal Government and the States, or on the distribution of power and responsibilities among the various levels of government. Further, an agency is permitted to limit a State's discretion when it has statutory authority and the regulation is a national activity that addresses a problem of national significance.

The Department received one comment on this section. This commenter stated that the Department's reversal of a long-standing position on U.S. worker self-attestation creates a Federalism impact. According to this commenter, TEGL 11–07, Change 1, mandates that SWAs perform pre-employment eligibility verifications on every U.S. worker that requests a referral to an H–2A job order. This commenter requests that the Department prepare a summary impact statement and acknowledge that many States currently have attestation-based systems for U.S. worker access to public labor exchange services.

The Department disagrees with this commenter's assessment of a Federalism impact and therefore, the need for a summary impact statement. In this case there is no direct effect on the States because the States are not in the best position to address the needs to re-engineer a Federal program to relieve the backlog that has occurred due to inadequate staffing, funding, or other issues of concern. The issues addressed by the regulations are of national concern to ensure an effective program that regulates temporary alien workers and protects U.S. workers.

As noted elsewhere in this preamble, the Department attempted to reform this program in 2005. To meet the demands of the considerable workload increases for both the Department and the SWAs and limited appropriations, the Department determined that regulatory changes were still necessary. These changes are consistent with the Department's review, program experience, and years of stakeholder feedback on longstanding concerns about the integrity of the prior program. Therefore, as a program of national scope, the Department is implementing requirements that apply uniformly to all States.

Even if there were an argument that the Department should defer to the States on the eligibility verification requirements, the Department is authorized by the INA to implement Federal regulations to ensure consistency across States on immigration matters. Therefore, rather than having separate eligibility verification processes that vary from State to State, the Department is exercising its right under the INA to impose consistent requirements for all participants across the H–2B program. In addition, given that the H–2B program is an immigration-related program, it also is a program of national security and therefore, of national significance with Federal oversight and uniformity. The verification requirement is designed to strengthen the integrity of the temporary labor certification process, afford employers a legal pool of applicants, protect U.S. workers, and improve confidence in and use of the H–2B program.

Further, the relationship the States have with this program and the Federal Government is through grants from the Department to the States for the sole purpose of maintaining consistency across States. As a voluntary Federal program, the Department may change the direction from time to time as dictated by the changes to immigration-related concerns, but at the same time are consistent with the underlying legislation.

Therefore, for the reasons stated, the Department has determined that this rule does not have sufficient Federalism implications to warrant the preparation of a summary impact statement.

E. Executive Order 13175—Indian Tribal Governments

Executive Order 13175 requires Federal agencies to develop policies in consultation with tribal officials when those policies have tribal implications. This Final Rule regulates the H–2B visa program and does not have tribal implications. Therefore, the Department has determined that this E.O. does not apply to this rulemaking. The Department did not receive any comments related to this section.

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F. Assessment of Federal Regulations and Policies on Families

Section 654 of the Treasury and General Government Appropriations Act of 1999 (5 U.S.C. 601 note) requires agencies to assess the impact of Federal regulations and policies on families. The assessment must address whether the regulation strengthens or erodes the stability, integrity, autonomy, or safety of the family.

The Final Rule does not have an impact on the autonomy or integrity of the family as an institution, as it is described under this provision. The Department did not receive any comments related to this section.

G. Executive Order 12630—Protected Property Rights

Executive Order 12630, Governmental Actions and the Interference with Constitutionality Protected Property Rights, prevents the Federal government from taking private property for public use without compensation. It further institutes an affirmative obligation that agencies evaluate all policies and regulations to ensure there is no impact on constitutionally protected property rights. Such policies include rules and regulations that propose or implement licensing, permitting, or other condition requirements or limitations on private property use, or that require dedications or exactions from owners of private property.

The Department did not receive any comments on this section. The Department certifies that this Final Rule does not infringe on protected property rights.

H. Executive Order 12988—Civil Justice Reform

Section 3 of E.O. 12988, Civil Justice Reform, requires Federal agencies to draft regulations in a manner that will reduce needless litigation and will not unduly burden the Federal court system. Therefore, agencies are required to review regulations for drafting errors and ambiguity; to minimize litigation; ensure that it provides a clear legal standard for affected conduct rather than a general standard; and promote simplification and burden reduction.

The rule has been drafted in clear language and with detailed provisions that aim to minimize litigation. The purpose of this Final Rule is to reengineer the H–2B program and simplify the application process. Therefore, the Department has determined that the regulation meets the applicable standards set forth in sec. 3 of E.O. 12988. The Department received no comments regarding this section.

I. Plain Language

Every Federal agency is required to draft regulations that are written in plain language to better inform the public about policies. The Department has assessed this Final Rule under the plain language requirements and determined that it follows the Government's standards requiring documents to be accessible and understandable to the public. The Department did not receive any comments related to this section.

J. Executive Order 13211—Energy Supply

This Final Rule is not subject to E.O. 13211, which assesses whether a regulation is likely to have a significant adverse effect on the supply, distribution, or use of energy. Accordingly, the Department has determined that this rule does not represent a significant energy action and does not warrant a Statement of Energy Effects. The Department did not receive any comments related to this section.

K. Paperwork Reduction Act

1. Summary

As part of its continuing effort to reduce paperwork and respondent burden, the Department of Labor conducts a preclearance consultation program to provide the general public and Federal agencies with an opportunity to comment on proposed and continuing collections of information in accordance with the Paperwork Reduction Act of 1995 (PRA) (44 U.S.C. 3506(c)(2)(A)). This helps to ensure that requested data can be provided in the desired format, reporting burden (time and financial resources) is minimized, collection instruments are clearly understood, and the impact of collection requirements on respondents can be properly assessed.

In accordance with the Paperwork Reduction Act (44 U.S.C. 3501), information collection requirements, which must be implemented as a result of this regulation, a clearance package containing proposed forms was submitted to OMB on February 14, 2008, along with its proposed rule to reform the H–2A agricultural foreign labor certification program, and then again on May 22, 2008, in conjunction with the H–2B proposed rulemaking preceding this Final Rule. Therefore, the public was given 60 days to comment on this information collection with both submissions, for a total of 120 days. All comments received were taken into consideration and a final package was submitted to OMB. The collection of information for the current H–2B program under the regulations in effect prior to the effective date of this rule were approved under OMB control number 1205–0015 (Form ETA 750).

This Final Rule implements the use of the new information collection, which OMB approved on November 21, 2008 under OMB control number 1205–0466. The Expiration Date is November 30, 2011. The new forms, ETA 9141 and ETA 9142, have a public reporting burden estimated to average 55 minutes for Form ETA 9141 and 2.75 hours for Form ETA 9142 per response or application filed.

This paperwork package applies—as does this Final Rule—to the H–2B, H–1B, H–1B1, H–1C, E–3, and PERM programs. The burden hours associated with the additional programs are a result of the wage determination and retention of document requirements. Under this Final Rule, and the implementation schedule it establishes, employers applying to any of these programs must use the ETA Form 9141, a single, Federal form that replaces the State-specific forms previously used to obtain prevailing wage determinations. There are no additional costs to the employer associated with the implementation of this new form, as costs are defined by the Paperwork Reduction Act. As the Department notes elsewhere in this preamble, the H–1C program was inadvertently removed. Consistent with the proposed rule at 73 FR 29947, May 28, 2008, it was the Department's intention to standardize all forms for better program effectiveness and efficiency in its non-agricultural programs, which necessarily extends also to the H–1C program.

For an additional explanation of how the Department calculated the burden hours and related costs, the Paperwork Reduction Act package for this information collection may be obtained from the RegInfo.gov Web site at *http://www.reginfo.gov/public/do/PRAMain* or by contacting the Department at: Office of Policy Development and Research, Department of Labor, 200 Constitution Ave., NW., Washington, DC 20210 or by phone request to 202–693–3700 (this is not a toll-free number) or by e-mail at *DOL_PRA_PUBLIC@dol.gov*.

The Department received six comments on this section, all related to the H–2B program. One commenter stated that the form ETA 9141 was unnecessarily long and complex and should be simplified. The Department has attempted to shorten the form and make it easier to use. It has been reduced from seven pages to four pages.

Three of the comments related to the burden associated with the paperwork requirements. Two final commenters stated that they did not have the funding or staff time to manage the record retention requirements or to process and store the paperwork. None of the commenters specifically addressed the issue of our methodology or assumptions, or the other programs to which the ETA 9141 now applies.

The paperwork burden estimate for the form used for the H–2B program under the regulations in effect prior to the effective date of this Final Rule, (form ETA 750—OMB control number 1205–0015) was approximately 1.4 hours. Under this new collection of information, the Department estimates that the burden will be approximately 2.75 hours for Form ETA 9142. We based this calculation on a burden estimate of 1.4 hours for those program requirements that remained the same and allocated approximately 1.35 hours for the additional information requirements.

Although the Department did not receive any comments related to the remaining programs (H–1B, H–1B1, E–3, H–1C, and PERM), it notes that only the Form ETA 9141 applies to these programs. This Form will be used in lieu of the State form for submitting a prevailing wage request. Although the burden hours for each State application vary, the Department estimates the burden hours to complete the State forms to be approximately 1.0 hour. As a result, and for the reasons discussed elsewhere in this preamble, the Department does not expect the paperwork burden hours to increase for these programs.

In sum, without more persuasive analysis rebutting the analysis used by the Department, we assume our calculations are representative of the actual hourly burden for the new collection, which represents no increase for most programs and a minimal increase for the H–2B program.

L. Catalog of Federal Domestic Assistance Number

This program is listed in the Catalog of Federal Domestic Assistance at Number 17–273, "Temporary Labor Certification for Foreign Workers."

List of Subjects

20 CFR Part 655

Administrative practice and procedure, Foreign workers, Employment, Employment and training, enforcement, Forest and forest products, Fraud, Health professions, Immigration, Labor, Longshore and harbor work, Migrant labor, Passports and visas, Penalties, Reporting and recordkeeping requirements, Unemployment, Wages, Working conditions.

20 CFR Part 656

Administrative practice and procedure, Agriculture, Aliens, Employment, Employment and training, Enforcement, Forest and forest products, Fraud, Guam, Health professions, Immigration, Labor, Passports and visas, Penalties, Reporting and recordkeeping requirements, Students, Unemployment, Wages, Working conditions.

■ For the reasons stated in the preamble, the Department of Labor amends 20 CFR parts 655 and 656 as follows:

PART 655—TEMPORARY EMPLOYMENT OF FOREIGN WORKERS IN THE UNITED STATES

■ 1. The authority citation for part 655 is revised to read as follows:

Authority: Section 655.0 issued under 8 U.S.C. 1101(a)(15)(E)(iii), 1101(a)(15)(H)(i) and (ii), 1182(m), (n) and (t), 1184(c), (g), and (j), 1188, and 1288(c) and (d); sec. 3(c)(1), Public Law 101–238, 103 Stat. 2099, 2102 (8 U.S.C. 1182 note); sec. 221(a), Public Law 101–649, 104 Stat. 4978, 5027 (8 U.S.C. 1184 note); sec. 303(a)(8), Public Law 102–232, 105 Stat. 1733, 1748 (8 U.S.C. 1101 note); sec. 323(c), Public Law 103–206, 107 Stat. 2428; sec. 412(e), Public Law 105–277, 112 Stat. 2681 (8 U.S.C. 1182 note); sec. 2(d), Public Law 106–95, 113 Stat. 1312, 1316 (8 U.S.C. 1182 note); Public Law 109–423, 120 Stat. 2900; and 8 CFR 214.2(h).

Section 655.00 issued under 8 U.S.C. 1101(a)(15)(H)(ii), 1184(c), and 1188; and 8 CFR 214.2(h).

Subpart A issued under 8 U.S.C. 1101(a)(15)(H)(ii)(b), 1103(a), and 1184(a) and (c); and 8 CFR 214.2(h).

Subpart B issued under 8 U.S.C. 1101(a)(15)(H)(ii)(a), 1184(c), and 1188; and 8 CFR 214.2(h).

Subpart C issued under 8 CFR 214.2(h).

Subparts D and E authority repealed.

Subparts F and G issued under 8 U.S.C. 1288(c) and (d); and sec. 323(c), Public Law 103–206, 107 Stat. 2428.

Subparts H and I issued under 8 U.S.C. 1101(a)(15)(H)(i)(b) and (b)(1), 1182(n) and (t), and 1184(g) and (j); sec. 303(a)(8), Public Law 102–232, 105 Stat. 1733, 1748 (8 U.S.C. 1101 note); sec. 412(e), Public Law 105–277, 112 Stat. 2681; and 8 CFR 214.2(h).

Subparts J and K authority repealed.

Subparts L and M issued under 8 U.S.C. 1101(a)(15)(H)(i)(c) and 1182(m); sec. 2(d), Public Law 106–95, 113 Stat. 1312, 1316 (8 U.S.C. 1182 note); Public Law 109–423, 120 Stat. 2900; and 8 CFR 214.2(h).

■ 2. Revise the heading of Part 655 to read as set forth above.

■ 3. Revise subpart A to read as follows:

Subpart A—Labor Certification Process and Enforcement of Attestations for Temporary Employment in Occupations Other Than Agriculture or Registered Nursing in the United States (H–2B Workers)

Sec.
655.1 Purpose and scope of subpart A.
655.2 Territory of Guam.
655.3 Special procedures.
655.4 Definitions of terms used in this subpart.
655.5 Application Filing Transition.
655.6 Temporary need.
655.7 [Reserved]
655.8 [Reserved]
655.9 [Reserved]
655.10 Determination of prevailing wage for temporary labor certification purposes.
655.11 Certifying officer review of prevailing wage determinations.
655.12 [Reserved]
655.13 [Reserved]
655.14 [Reserved]
655.15 Required pre-filing recruitment.
655.17 Advertising requirements.
655.18 [Reserved]
655.19 [Reserved]
655.20 Applications for temporary employment certification.
655.21 Supporting evidence for temporary need.
655.22 Obligations of H–2B employers.
655.23 Receipt and processing of applications.
655.24 Audits.
655.25 [Reserved]
655.26 [Reserved]
655.27 [Reserved]
655.28 [Reserved]
655.29 [Reserved]
655.30 Supervised recruitment.
655.31 Debarment.
655.32 Labor certification determinations.
655.33 Administrative review.
655.34 Validity of temporary labor certifications.
655.35 Required departure.
655.50 Enforcement process.
655.55 Complaints.
655.60 Violations.
655.65 Remedies for violations.
655.70 WHD Administrator's determination.
655.71 Request for hearing.
655.72 Hearing rules of practice.
655.73 Service of pleadings.
655.74 Conduct of proceedings.
655.75 Decision and order of administrative law judge.
655.76 Appeal of administrative law judge decision.
655.80 Notice to OFLC and DHS.

Subpart A—Labor Certification Process and Enforcement of Attestations for Temporary Employment in Occupations Other Than Agriculture or Registered Nursing in the United States (H–2B Workers)

§ 655.1 Purpose and scope of subpart A.

(a) Before granting the petition of an employer to admit nonimmigrant workers on H–2B visas for temporary

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nonagricultural employment in the United States (U.S.), the Secretary of Homeland Security is required to consult with appropriate agencies regarding the availability of U.S. workers. Immigration and Nationality Act of 1952 (INA), as amended, secs. 101(a)(15)(H)(ii)(b) and 214(c)(1), 8 U.S.C. 1101(a)(15)(H)(ii)(b) and 1184(c)(1).

(b) Regulations of the Department of Homeland Security (DHS) for the U.S. Citizenship and Immigration Services (USCIS) at 8 CFR 214.2(h)(6)(iv) require that, except for Guam, the petitioning H–2B employer attach to its petition a determination from the Secretary of Labor (Secretary) that:

(1) There are not sufficient U.S. workers available who are capable of performing the temporary services or labor at the time of filing of the petition for H–2B classification and at the place where the foreign worker is to perform the work; and

(2) The employment of the foreign worker will not adversely affect the wages and working conditions of U.S. workers similarly employed.

(c) This subpart sets forth the procedures governing the labor certification process for the temporary employment of nonimmigrant foreign workers in the U.S. in occupations other than agriculture and registered nursing.

(1) This subpart sets forth the procedures through which employers may apply for H–2B labor certifications, as well as the procedures by which such applications are considered and how they are granted or denied.

(2) This subpart sets forth the procedures governing the Department's investigatory, inspection, and law enforcement functions to assure compliance with the terms and conditions of employment under the H–2B program. The authority for such functions has been delegated by the Secretary of Homeland Security to the Secretary of Labor and re-delegated within the Department to the Employment Standards Administration (ESA) Wage and Hour Division (WHD). This subpart sets forth the WHD's investigation and enforcement actions.

§ 655.2 Territory of Guam.

Subpart A of this part does not apply to temporary employment in the Territory of Guam, and the Department of Labor (Department or DOL) does not certify to the USCIS of DHS the temporary employment of nonimmigrant foreign workers under H–2B visas, or enforce compliance with the provisions of the H–2B visa program provisions in the Territory of Guam. Pursuant to DHS regulations, 8 CFR 214.2(h)(6)(v) administration of the H–2B temporary labor certification program is performed by the Governor of Guam, or the Governor's designated representative.

§ 655.3 Special procedures.

(a) *Systematic process.* This subpart provides procedures for the processing of H–2B applications from employers for the certification of employment of nonimmigrant positions in nonagricultural employment.

(b) *Establishment of special procedures.* The Office of Foreign Labor Certification (OFLC) Administrator has the authority to establish or to devise, continue, revise, or revoke special procedures in the form of variances for the processing of certain H–2B applications when employers can demonstrate, upon written application to the OFLC Administrator, that special procedures are necessary. These include special procedures currently in effect for the handling of applications for tree planters and related reforestation workers, professional athletes, boilermakers coming to the U.S. on an emergency basis, and professional entertainers. Prior to making determinations under this paragraph (b), the OFLC Administrator may consult with employer and worker representatives.

§ 655.4 Definitions of terms used in this subpart.

For the purposes of this subpart:

Act means the Immigration and Nationality Act or INA, as amended, 8 U.S.C. 1101 *et seq.*

Administrative Law Judge means a person within the Department's Office of Administrative Law Judges appointed pursuant to 5 U.S.C. 3105, or a panel of such persons designated by the Chief Administrative Law Judge from the Board of Alien Labor Certification Appeals established by part 656 of this chapter, which will hear and decide appeals as set forth in § 655.115.

Administrator, Office of Foreign Labor Certification (OFLC) means the primary official of the Office of Foreign Labor Certification, ETA, or the Administrator's designee.

Administrator, Wage and Hour Division (WHD), Employment Standards Administration means the primary official of the WHD, or the Administrator's designee.

Agent means a legal entity or person authorized to act on behalf of the employer for temporary non-agricultural labor certification purposes that is not itself an employer as defined in this subpart. The term "agent" specifically excludes associations or other organizations of employers.

Applicant means a lawful U.S. worker who is applying for a job opportunity for which an employer has filed an *Application for Temporary Employment Certification* (Form ETA 9142).

Application for Temporary Employment Certification means the Office of Management and Budget (OMB)-approved form submitted by an employer to secure a temporary nonagricultural labor certification determination from DOL. A complete submission of the *Application for Temporary Employment Certification* includes the form, all valid wage determinations as required by § 655.101(a)(1) and the U.S. worker recruitment report.

Area of Intended Employment means the geographic area within normal commuting distance of the place (worksite address) of intended employment of the job opportunity for which the certification is sought. There is no rigid measure of distance which constitutes a normal commuting distance or normal commuting area, because there may be widely varying factual circumstances among different areas (*e.g.*, average commuting times, barriers to reaching the worksite, quality of regional transportation network, etc.). If the place of intended employment is within a Metropolitan Statistical Area (MSA), including a multistate MSA, any place within the MSA is deemed to be within normal commuting distance of the place of intended employment. The borders of MSAs are not controlling in the identification of the normal commuting area; a location outside of an MSA may be within normal commuting distance of a location that is inside (*e.g.*, near the border of) the MSA.

Attorney means any person who is currently a member in good standing of the bar of the highest court of any State, possession, territory, or commonwealth of the United States, or the District of Columbia, and who is not under suspension, debarment or disbarment from practice before any court or the Department, the Board of Immigration Appeals, the immigration judges, or DHS under 8 CFR 292.3, 1003.101. Such a person is permitted to act as an agent or attorney for an employer under this subpart.

Board of Alien Labor Certification Appeals (BALCA or Board) means the permanent Board established by part 656 of this chapter, chaired by the Chief Administrative Law Judge, and consisting of Administrative Law Judges assigned to the Department and designated by the Chief Administrative Law Judge to be members of BALCA.

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The Board is located in Washington, DC, and reviews and decides appeals in Washington, DC.

Center Director means the OFLC official to whom the OFLC Administrator has delegated his authority for purposes of National Processing Center (NPC) operations and functions.

Certifying Officer (CO) means the OFLC official designated by the Administrator, OFLC with making programmatic determinations on employer-filed applications under the H–2B program.

Chief Administrative Law Judge means the chief official of the Department's Office of Administrative Law Judges or the Chief Administrative Law Judge's designee.

Date of need means the first date the employer requires services of the H–2B workers as listed on the application.

Department of Homeland Security (DHS) means the Federal agency having jurisdiction over certain immigration-related functions, acting through its agencies, including the U.S. Citizenship and Immigration Services.

Eligible worker means an individual who is not an unauthorized alien (as defined in sec. 274A(h)(3) of the INA, 8 U.S.C. 1324a(h)(3), or in this paragraph (c)) with respect to the employment in which the worker is engaging.

Employee means employee as defined under the general common law of agency. Some of the factors relevant to the determination of employee status include: The hiring party's right to control the manner and means by which the work is accomplished; the skill required to perform the work; the source of the instrumentalities and tools for accomplishing the work; the location of the work; the hiring party's discretion over when and how long to work; and whether the work is part of the regular business of the hiring party. Other applicable factors should be considered and no one factor is dispositive.

Employer means:

(1) A person, firm, corporation or other association or organization:

(i) Has a place of business (physical location) in the U.S. and a means by which it may be contacted;

(ii) Has an employer relationship with respect to H–2B employees or related U.S. workers under this part; and

(iii) Possesses, for purposes of the filing of an application, a valid Federal Employer Identification Number (FEIN).

(2) Where two or more employers each have the definitional indicia of employment with respect to an employee, those employers may be considered to jointly employ that employee.

Employment and Training Administration or ETA means the agency within the Department, which includes the OFLC and has been delegated authority by the Secretary to fulfill the Secretary's mandate under the Act.

ETA National Processing Center (NPC) means a National Processing Center established by the OFLC for the processing of applications submitted in connection with the Department's mandate pursuant to the INA.

Full-time, for purposes of temporary labor certification employment, means 30 or more hours per week, except that where a State or an established practice in an industry has developed a definition of full-time employment for any occupation that is less than 30 hours per week, that definition shall have precedence.

H–2B Petition means the form and accompanying documentation required by DHS for employers seeking to employ foreign persons as H–2B nonimmigrant workers.

INA means the Immigration and Nationality Act, as amended, 8 U.S.C. 1101 *et seq.*

Job contractor means a person, association, firm, or a corporation that meets the definition of an employer and who contracts services or labor on a temporary basis to one or more employers, which is not an affiliate, branch or subsidiary of the job contractor, and where the job contractor will not exercise any supervision or control in the performance of the services or labor to be performed other than hiring, paying, and firing the workers.

Job opportunity means one or more job openings with the petitioning employer for temporary employment at a place in the U.S. to which U.S. workers can be referred. Job opportunities consisting solely of job duties that will be performed totally outside the United States, its territories, possessions, or commonwealths cannot be the subject of an *Application for Temporary Employment Certification.*

Joint employment means that where two or more employers each have sufficient definitional indicia of employment to be considered the employer of an employee, those employers may be considered to jointly employ that employee. An employer in a joint employment relationship to an employee may be considered a "joint employer" of that employee.

Layoff means any involuntary separation of one or more U.S. employees without cause or prejudice.

Metropolitan Statistical Area (MSA) means those geographic entities defined by the U.S. Office of Management and Budget (OMB) for use by Federal statistical agencies in collecting, tabulating, and publishing Federal statistics. A metro area contains a core urban area of 50,000 or more population, and a micro area contains an urban core of at least 10,000 (but less than 50,000) population. Each metro or micro area consists of one or more counties and includes the counties containing the core urban area, as well as any adjacent counties that have a high degree of social and economic integration (as measured by commuting to work) with the urban core.

Offered Wage means the highest of the prevailing wage, Federal minimum wage, the State minimum wage, or local minimum wage.

Office of Foreign Labor Certification (OFLC) means the organizational component within ETA that provides national leadership and policy guidance and develops regulations and procedures by which it carries out the responsibilities of the Secretary under the INA, as amended, concerning foreign workers seeking admission to the U.S. in order to work under sec. 101(a)(15)(H)(ii)(b) of the INA, as amended.

Occupational Employment Statistics Survey (OES) means that program under the jurisdiction of the Bureau of Labor Statistics (BLS) that provides annual wage estimates for occupations at the State and MSA levels.

Prevailing Wage Determination (PWD) means the prevailing wage for the position, as described in § 655.10(b), that is the subject of the *Application for Temporary Employment Certification.*

Professional Athlete shall have the meaning ascribed to it in INA sec. 212(a)(5)(A)(iii)(II), which defines "professional athlete" as an individual who is employed as an athlete by:

(1) A team that is a member of an association of six or more professional sports teams whose total combined revenues exceed $10,000,000 per year, if the association governs the conduct of its members and regulates the contests and exhibitions in which its member teams regularly engage; or

(2) Any minor league team that is affiliated with such an association.

Representative means an individual employed by or authorized to act on behalf of the employer with respect to the recruitment activities entered into for and attestations made with respect to the *Application for Temporary Employment Certification.* A representative who interviews and/or considers U.S. workers for the job that is subject of the Application must be the person who normally interviews or

considers, on behalf of the employer, applicants for job opportunities such as that offered in the application, but which do not involve labor certifications.

Secretary means the Secretary of Labor, the chief official of the U.S. Department of Labor, or the Secretary's designee.

Secretary of Homeland Security means the chief official of the Department of Homeland Security or the Secretary of Homeland Security's designee.

Secretary of State means the chief official of the U.S. Department of State or the Secretary of State's designee.

State Workforce Agency (SWA), formerly known as State Employment Security Agency, means the State government agency that receives funds pursuant to the Wagner-Peyser Act to administer public labor exchange delivered through the State's one-stop delivery system in accordance with the Wagner-Peyser Act. (29 U.S.C. 49 *et seq.*).

Strike means a labor dispute wherein employees engage in a concerted stoppage of work (including stoppage by reason of the expiration of a collective-bargaining agreement) or engage in any concerted slowdown or other concerted interruption of operations. Whether a job opportunity is vacant by reason of a strike or lock out will be determined by evaluating for each position identified as vacant in the *Application for Temporary Employment Certification* whether the specific vacancy has been caused by the strike or lock out.

Successor in Interest means that, in determining whether an employer is a successor in interest, the factors used under Title VII of the Civil Rights Act and the Vietnam Era Veterans' Readjustment Assistance Act will be considered. When considering whether an employer is a successor, the primary consideration will be the personal involvement of the firm's ownership, management, supervisors, and others associated with the firm in the violations resulting in debarment. Normally, wholly new management or ownership of the same business operation, one in which the former management or owner does not retain a direct or indirect interest, will not be deemed to be a successor in interest for purposes of debarment. A determination of whether or not a successor in interest exists is based on the entire circumstances viewed in their totality. The factors to be considered include:

(1) Substantial continuity of the same business operations;

(2) Use of the same facilities;

(3) Continuity of the work force;

(4) Similarity of jobs and working conditions;

(5) Similarity of supervisory personnel;

(6) Similarity in machinery, equipment, and production methods;

(7) Similarity of products and services; and

(8) The ability of the predecessor to provide relief.

United States (U.S.), when used in a geographic sense, means the continental United States, Alaska, Hawaii, the Commonwealth of Puerto Rico, and the territories of Guam, the Virgin Islands, and, as of the transition program effective date, as defined in the Consolidated Natural Resources Act of 2008, Public Law 110–229, Title VII, the Commonwealth of the Northern Mariana Islands.

United States Citizenship and Immigration Services (USCIS) means the Federal agency within DHS making the determination under the INA whether to grant petitions filed by employers seeking H–2B workers to perform temporary nonagricultural work in the U.S.

United States Worker (U.S. Worker) means a worker who is either

(1) A citizen or national of the U.S.; or

(2) An alien who is lawfully admitted for permanent residence in the U.S., is admitted as a refugee under sec. 207 of the INA, is granted asylum under sec. 208 of the INA, or is an immigrant otherwise authorized (by the INA or by DHS) to be employed in the U.S.

Within [number and type] days will, for purposes of determining an employer's compliance with timing requirements with respect to appeals and requests for review, begin to run on the first business day after the Department sends a notice to the employer by means normally assuring next-day delivery, and will end on the day that the employer sends whatever communication is required by these rules back to the Department, as evidenced by a postal mark or other similar receipt.

§ 655.5 Application Filing Transition.

(a) *Compliance with these regulations.* Except as provided in paragraphs (b) and (c) of this section, employers filing applications for H–2B workers on or after the effective date of these regulations where the date of need for the services or labor to be performed is on or after October 1, 2009, must comply with all of the obligations and assurances in this subpart. SWAs will no longer accept for processing applications filed by employers for H–2B workers for temporary or seasonal nonagricultural services on or after January 18, 2009.

(b) *Applications filed under former regulations.* (1) For applications filed with the SWAs serving the area of intended employment prior to the effective date of these regulations, the SWAs shall continue to process all active applications under the former regulations and transmit all completed applications to the appropriate NPC for review and issuance of a labor certification determination.

(2) For applications filed with the SWAs serving the area of intended employment prior to the effective date of these regulations that were completed and transmitted to the NPC, the NPC shall continue to process all active applications under the former regulations and issue a labor certification determination.

(c) *Applications filed with the NPC under these regulations.* Employers filing applications on or after the effective date of these regulations where their date of need for H–2B workers is prior to October 1, 2009, must receive a prevailing wage determination from the SWA serving the area of intended employment. The SWA shall process such requests in accordance with the provisions of § 655.10. Once the employer receives its prevailing wage determination from the SWA, it must conduct all of the pre-filing recruitment steps set forth under this subpart prior to filing an *Application for Temporary Employment Certification* with the NPC.

§ 655.6 Temporary need.

(a) To use the H–2B program, the employer must establish that its need for nonagricultural services or labor is temporary, regardless of whether the underlying job is permanent or temporary. 8 CFR 214.2(h)(6)(ii).

(b) The employer's need is considered temporary if justified to the Secretary as either a one-time occurrence, a seasonal need, a peakload need, or an intermittent need, as defined by the Department of Homeland Security. 8 CFR 214.2(h)(6)(ii)(B).

(c) Except where the employer's need is based on a one-time occurrence, the Secretary will, absent unusual circumstances, deny an *Application for Temporary Employment Certification* where the employer has a recurring, seasonal or peakload need lasting more than 10 months.

(d) The temporary nature of the work or services to be performed in applications filed by job contractors will be determined by examining the job contractor's own need for the services or labor to be performed in addition to the needs of each individual employer with

whom the job contractor has agreed to provide workers as part of a signed work contract or labor services agreement.

(e) The employer filing the application must maintain documentation evidencing the temporary need and be prepared to submit this documentation in response to a Request for Further Information (RFI) from the CO prior to rendering a Final Determination or in the event of an audit examination. The documentation required in this section must be retained by the employer for a period of no less than 3 years from the date of the labor certification.

§§ 655.7–655.9 [Reserved]

§ 655.10 Determination of prevailing wage for temporary labor certification purposes.

(a) *Application process.* (1) The employer must request a prevailing wage determination from the NPC in accordance with the procedures established by this regulation.

(2) The employer must obtain a prevailing wage determination that is valid either on the date recruitment begins or the date of filing a complete *Application for Temporary Employment Certification* with the Department.

(3) The employer must offer and advertise the position to all potential workers at a wage at least equal to the prevailing wage obtained from the NPC.

(b) *Determinations.* Prevailing wages shall be determined as follows:

(1) Except as provided in paragraph (e) of this section, if the job opportunity is covered by a collective bargaining agreement (CBA) that was negotiated at arms' length between the union and the employer, the wage rate set forth in the CBA is considered as not adversely affecting the wages of U.S. workers, that is, it is considered the "prevailing wage" for labor certification purposes.

(2) If the job opportunity is not covered by a CBA, the prevailing wage for labor certification purposes shall be the arithmetic mean, except as provided in paragraph (b)(4) of this section, of the wages of workers similarly employed at the skill level in the area of intended employment. The wage component of the BLS Occupational Employment Statistics Survey (OES) shall be used to determine the arithmetic mean, unless the employer provides a survey acceptable to OFLC under paragraph (f) of this section.

(3) If the job opportunity involves multiple worksites within an area of intended employment and different prevailing wage rates exist for the same opportunity and staff level within the area of intended employment, the prevailing wage shall be based on the highest applicable wage among all relevant worksites.

(4) If the employer provides a survey acceptable under paragraph (f) of this section that provides a median but does not provide an arithmetic mean, the prevailing wage applicable to the employer's job opportunity shall be the median of the wages of U.S. workers similarly employed in the area of intended employment.

(5) The employer may use a current wage determination in the area determined under the Davis-Bacon Act, 40 U.S.C. 276a *et seq.*, 29 CFR part 1, or the McNamara-O'Hara Service Contract Act, 41 U.S.C. 351 *et seq.*

(6) The NPC will enter its wage determination on the form it uses for these purposes, indicate the source, and return the form with its endorsement to the employer within 30 days of receipt of the request for a prevailing wage determination. The employer must offer this wage (or higher) to both its H–2B workers and any similarly employed U.S. worker hired in response to the recruitment required as part of the application.

(c) *Similarly Employed.* For purposes of this section, "similarly employed" means having substantially comparable jobs in the occupational category in the area of intended employment, except that, if a representative sample of workers in the occupational category cannot be obtained in the area of intended employment, similarly employed means:

(1) Having jobs requiring a substantially similar level of comparable skills within the area of intended employment; or

(2) If there are no substantially comparable jobs in the area of intended employment, having substantially comparable jobs with employers outside of the area of intended employment.

(d) *Validity period.* The NPC must specify the validity period of the prevailing wage, which in no event may be more than 1 year or less than 3 months from the determination date. For employment that is less than one year in duration, the prevailing wage determination shall apply and shall be paid the prevailing wage by the employer, at a minimum, for the duration of the employment.

(e) *Professional athletes.* In computing the prevailing wage for a professional athlete when the job opportunity is covered by professional sports league rules or regulations, the wage set forth in those rules or regulations is considered the prevailing wage (see sec. 212(p)(2) of the INA).

(f) *Employer-provided wage information.* (1) If the job opportunity is not covered by a CBA, or by a professional sports league's rules or regulations, the NPC will consider wage information provided by the employer in making a Prevailing Wage Determination. An employer survey can be submitted either initially or after NPC issuance of a PWD derived from the OES survey.

(2) In each case where the employer submits a survey or other wage data for which it seeks acceptance, the employer must provide specific information about the survey methodology, including such items as sample size and source, sample selection procedures, and survey job descriptions, to allow a determination of the adequacy of the data provided and validity of the statistical methodology used in conducting the survey in accordance with guidance issued by the OFLC national office.

(3) The survey must be based upon recently collected data:

(i) Any published survey must have been published within 24 months of the date of submission, must be the most current edition of the survey, and must be based on data collected not more than 24 months before the publication date.

(ii) A survey conducted by the employer must be based on data collected within 24 months of the date it is submitted for consideration.

(4) If the employer-provided survey is found not to be acceptable, the NPC shall inform the employer in writing of the reasons the survey was not accepted.

(5) The employer, after receiving notification that the survey it provided for consideration is not acceptable, may file supplemental information as provided in paragraph (g) of this section, file a new request for a PWD, appeal under § 655.11, or, if the initial PWD was requested prior to submission of the employer survey, acquiesce to the initial PWD.

(g) *Submission of supplemental information by employer.* (1) If the employer disagrees with the wage level assigned to its job opportunity, or if the NPC informs the employer its survey is not acceptable, or if there is another legitimate basis for such a review, the employer may submit supplemental information to the NPC.

(2) The NPC must consider one supplemental submission relating to the employer's survey, the skill level assigned to the job opportunity, or any other legitimate basis for the employer to request such a review. If the NPC does not accept the employer's survey after considering the supplemental information, or affirms its determination concerning the skill level, the NPC must

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inform the employer, in writing, of the reasons for its decision.

(3) The employer may then apply for a new wage determination, appeal under § 655.11, or acquiesce to the initial PWD.

(h) *The prevailing wage cannot be lower than required by any other law.* No PWD for labor certification purposes made under this section permits an employer to pay a wage lower than the highest wage required by any applicable Federal, State, or local law.

(i) *Retention of Documentation.* The employer must retain the PWD for 3 years and submitted to a CO in the event it is requested in an RFI or an audit or to a Wage and Hour representative in the event of a Wage and Hour investigation.

§ 655.11 Certifying officer review of prevailing wage determinations.

(a) *Request for review of prevailing wage determinations.* Any employer desiring review of a PWD must make a written request for such review within 10 days of the date from when the final PWD was issued. The request for review must be sent to the NPC postmarked no later than 10 days after the determination; clearly identify the PWD for which review is sought; set forth the particular grounds for the request; and include all materials submitted to the NPC for purposes of securing the PWD.

(b) *NPC Review.* Upon the receipt of a written request for review, the NPC shall review the employer's request and accompanying documentation, including any supplementary material submitted by the employer.

(c) *Designations.* The Director of the NPC will determine which CO will review the employer's request for review.

(d) *Review on the record.* The CO shall review the PWD solely on the basis upon which the PWD was made and after review may:

(1) Affirm the PWD issued by the NPC; or

(2) Modify the PWD.

(e) *Request for review by BALCA.* Any employer desiring review of a CO's decision on a PWD must make a written request for review of the determination by BALCA within 30 calendar days of the date of the decision of the CO. The CO must receive the written request for BALCA review no later than the 30th day after the date of its final determination including the date of the final determination.

(1) The request for review, statements, briefs, and other submissions of the parties and amicus curiae must contain only legal arguments and only such evidence that was within the record upon which the decision on the PWD by the NPC was based.

(2) The request for review must be in writing and addressed to the CO who made the determination. Upon receipt of a request for a review, the CO must immediately assemble an indexed appeal file in reverse chronological order, with the index on top followed by the most recent document.

(3) The CO must send the Appeal File to the Office of Administrative Law Judges, Board of Alien Labor Certification Appeals, 800 K Street, NW., Suite 400–N, Washington, DC 20001–8002.

(4) The BALCA shall handle appeals in accordance with § 655.33.

§§ 655.12–655.14 [Reserved]

§ 655.15 Required pre-filing recruitment.

(a) *Time of Filing of Application.* An employer may not file an *Application for Temporary Employment Certification* before all of the pre-filing recruitment steps set forth in this section have been fully satisfied, except where specifically exempted from some or all of those requirements by these regulations or special procedures. Applications submitted not meeting this requirement shall not be accepted for processing.

(b) *General Attestation Obligation.* An employer must attest on the *Application for Temporary Employment Certification* to having performed all required steps of the recruitment process as specified in this section.

(c) *Retention of documentation.* The employer filing the *Application for Temporary Employment Certification* must maintain documentation of its advertising and recruitment efforts, including prevailing wage determinations, as required in this subpart and be prepared, upon written request, to submit this documentation in response to an RFI from the CO prior to the CO rendering a Final Determination or in the event of a CO-directed audit examination. The documentation required in this section must be retained by the employer for a period of no less than 3 years from the date of the certification.

(d) *Recruitment Steps.* An employer filing an application must:

(1) Obtain a prevailing wage determination from the NPC in accordance with procedures in § 655.10;

(2) Submit a job order to the SWA serving the area of intended employment;

(3) Publish two print advertisements (one of which must be on a Sunday, except as provided in paragraph (f)(4) of this section); and

(4) Where the employer is a party to a collective bargaining agreement governing the job classification that is the subject of the H–2B labor certification application, the employer must formally contact the local union that is party to the collective bargaining agreement as a recruitment source for able, willing, qualified, and available U.S. workers.

(e) *Job Order.* (1) The employer must place an active job order with the SWA serving the area of intended employment no more than 120 calendar days before the employer's date of need for H–2B workers, identifying it as a job order to be placed in connection with a future application for H–2B workers. Unless otherwise directed by the CO, the SWA must keep the job order open for a period of not less than 10 calendar days. Documentation of this step shall be satisfied by maintaining a copy of the SWA job order downloaded from the SWA Internet job listing site, a copy of the job order provided by the SWA, or other proof of publication from the SWA containing the text of the job order and the start and end dates of posting. If the job opportunity contains multiple work locations within the same area of intended employment and the area of intended employment is found in more than one State, the employer shall place a job order with the SWA having jurisdiction over the place where the work has been identified to begin. Upon placing a job order, the SWA receiving the job order under this paragraph shall promptly transmit, on behalf of the employer, a copy of the active job order to all States listed in the application as anticipated worksites.

(2) The job order submitted by the employer to the SWA must satisfy all the requirements for newspaper advertisements contained in § 655.17.

(f) *Newspaper Advertisements.* (1) During the period of time that the job order is being circulated for intrastate clearance by the SWA under paragraph (e) of this section, the employer must publish an advertisement on 2 separate days, which may be consecutive, one of which must be a Sunday advertisement (except as provided in paragraph (f)(2) of this section), in a newspaper of general circulation serving the area of intended employment that has a reasonable distribution and is appropriate to the occupation and the workers likely to apply for the job opportunity. Both newspaper advertisements must be published only after the job order is placed for active recruitment by the SWA.

(2) If the job opportunity is located in a rural area that does not have a newspaper with a Sunday edition, the

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employer must, in place of a Sunday edition advertisement, advertise in the regularly published daily edition with the widest circulation in the area of intended employment.

(3) The newspaper advertisements must satisfy the requirements contained in § 655.17. The employer must maintain copies of newspaper pages (with date of publication and full copy of advertisement), or tear sheets of the pages of the publication in which the advertisements appeared, or other proof of publication containing the text of the printed advertisements and the dates of publication furnished by the newspaper.

(4) If a professional, trade or ethnic publication is more appropriate for the occupation and the workers likely to apply for the job opportunity than a general circulation newspaper, and is the most likely source to bring responses from able, willing, qualified, and available U.S. workers, then the employer may use a professional, trade or ethnic publication in place of one of the newspaper advertisements, but may not replace the Sunday advertisement (or the substitute permitted by paragraph (f)(2) of this section).

(g) *Labor Organizations.* During the period of time that the job order is being circulated for intrastate clearance by the SWA under paragraph (e) of this section, an employer that is already a party to a collective bargaining agreement governing the job classification that is the subject of the H–2B labor certification application must formally contact by U.S. Mail or other effective means the local union that is party to the collective bargaining agreement. An employer governed by this paragraph must maintain dated logs demonstrating that such organizations were contacted and notified of the position openings and whether they referred qualified U.S. worker(s), including number of referrals, or were non-responsive to the employer's request.

(h) *Layoff.* If there has been a layoff of U.S. workers by the applicant employer in the occupation in the area of intended employment within 120 days of the first date on which an H–2B worker is needed as indicated on the submitted *Application for Temporary Employment Certification,* the employer must document it has notified or will notify each laid-off worker of the job opportunity involved in the application and has considered or will consider each laid-off worker who expresses interest in the opportunity, and the result of the notification and consideration.

(i) *Referral of U.S. workers.* SWAs may only refer for employment individuals for whom they have verified identity and employment authorization through the process for employment verification of all workers that is established by INA sec. 274A(b). SWAs must provide documentation certifying the employment verification that satisfies the standards of INA sec. 274A(a)(5) and its implementing regulations at 8 CFR 274a.6.

(j) *Recruitment Report.* (1) No fewer than 2 calendar days after the last date on which the job order was posted and no fewer than 5 calendar days after the date on which the last newspaper or journal advertisement appeared, the employer must prepare, sign, and date a written recruitment report. The employer may not submit the H–2B application until the recruitment report is completed. The recruitment report must be submitted to the NPC with the application. The employer must retain a copy of the recruitment report for a period of 3 years.

(2) The recruitment report must:

(i) Identify each recruitment source by name;

(ii) State the name and contact information of each U.S. worker who applied or was referred to the job opportunity up to the date of the preparation of the recruitment report, and the disposition of each worker, including any applicable laid-off workers;

(iii) If applicable, explain the lawful job-related reason(s) for not hiring any U.S. workers who applied or were referred to the position.

(3) The employer must retain résumés (if available) of, and evidence of contact with (which may be in the form of an attestation), each U.S. worker who applied or was referred to the job opportunity. Such résumés and evidence of contact must be retained along with the recruitment report for a period of no less than 3 years, and must be provided in response to an RFI or in the event of an audit or an investigation.

§ 655.17 Advertising requirements.

All advertising conducted to satisfy the required recruitment steps under § 655.15 before filing the *Application for Temporary Employment Certification* must meet the requirements set forth in this section and must contain terms and conditions of employment which are not less favorable than those to be offered to the H–2B workers. All advertising must contain the following information:

(a) The employer's name and appropriate contact information for applicants to send résumés directly to the employer;

(b) The geographic area of employment with enough specificity to apprise applicants of any travel requirements and where applicants will likely have to reside to perform the services or labor;

(c) If transportation to the worksite(s) will be provided by the employer, the advertising must say so;

(d) A description of the job opportunity (including the job duties) for which labor certification is sought with sufficient detail to apprise applicants of services or labor to be performed and the duration of the job opportunity;

(e) The job opportunity's minimum education and experience requirements and whether or not on-the-job training will be available;

(f) The work hours and days, expected start and end dates of employment, and whether or not overtime will be available;

(g) The wage offer, or in the event that there are multiple wage offers, the range of applicable wage offers, each of which must not be less than the highest of the prevailing wage, the Federal minimum wage, State minimum wage, or local minimum wage applicable throughout the duration of the certified H–2B employment; and

(h) That the position is temporary and the total number of job openings the employer intends to fill.

§§ 655.18–655.19 [Reserved]

§ 655.20 Applications for temporary employment certification.

(a) *Application Filing Requirements.* An employer who desires to apply for labor certification of temporary employment for one or more nonimmigrant foreign positions must file a completed *Application for Temporary Employment Certification* form, and a copy of the recruitment report completed in accordance with § 655.15(j).

(b) *Filing.* An employer must complete the *Application for Temporary Employment Certification* and send it by U.S. Mail or private mail courier to the NPC. Employers are strongly encouraged to keep receipts of any mailings. The Department will publish a Notice in the **Federal Register** identifying the address or addresses to which applications must be mailed, and will also post these addresses on the Department's Internet Web site at *http://www.foreignlaborcert.doleta.gov/.* The form must bear the original signature of the employer (and that of the employer's authorized attorney or agent if the employer is represented by an attorney or agent). The Department

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may, at a future date, require applications to be filed electronically in addition to or instead of by U.S. Mail or private mail courier.

(c) Except where otherwise permitted under § 655.3, an association or other organization of employers is not permitted to file master applications on behalf of its employer-members under the H–2B program.

(d) Certification of more than one position may be requested on the application as long as all H–2B workers will perform the same services or labor on the same terms and conditions, in the same occupation, in the same area of intended employment, and during the same period of employment.

(e) Except where otherwise permitted under § 655.3, only one *Application for Temporary Employment Certification* may be filed for worksite(s) within one area of intended employment for each job opportunity with an employer.

(f) Where a one-time occurrence lasts longer than one year, but less than 18 months, the employer will be issued a labor certification for the entire period of need. Where a one-time occurrence lasts 18 months or longer, the employer will be required to conduct another labor market for the portion of time beyond 12 months.

§ 655.21 Supporting evidence for temporary need.

(a) *Statement of Temporary Need.* Each *Application for Temporary Employment Certification* must include attestations regarding temporary need in the appropriate sections. The employer must include a detailed statement of temporary need containing the following:

(1) A description of the employer's business history and activities (*i.e.*, primary products or services) and schedule of operations throughout the year;

(2) An explanation regarding why the nature of the employer's job opportunity and number of foreign workers being requested for certification reflect a temporary need;

(3) An explanation regarding how the request for temporary labor certification meets one of the regulatory standards of a one-time occurrence, seasonal, peakload, or intermittent need under § 655.6(b) as defined by DHS under 8 CFR 214.2(h)(6)(ii)(B); and

(4) If applicable, a statement justifying any increase or decrease in the number of H–2B positions being requested for certification from the previous year.

(b) *Request for Supporting Evidence.* In circumstances where the CO requests evidence or documentation substantiating the employer's temporary need through a RFI under § 655.23(c) to support a Final Determination, or notifies the employer that its application is being audited under § 655.24, the employer must timely furnish the requested supplemental information or evidence or documentation. Failure to provide the information requested or late submissions may be grounds for the denial of the application. All such documentation or evidence becomes part of the record of the application.

(c) *Retention of documentation.* The documentation required in this section and any other supporting evidence justifying the temporary need by the employer filing the *Application for Temporary Employment Certification* must be retained for a period of no less than 3 years from the date of the certification.

§ 655.22 Obligations of H–2B employers.

An employer seeking H–2B labor certification must attest as part of the *Application for Temporary Employment Certification* that it will abide by the following conditions of this subpart:

(a) The employer is offering terms and working conditions normal to U.S. workers similarly employed in the area of intended employment, meaning that they may not be unusual for workers performing the same activity in the area of intended employment, and which are not less favorable than those offered to the H–2B worker(s) and are not less than the minimum terms and conditions required by this subpart.

(b) The specific job opportunity for which the employer is requesting H–2B certification is not vacant because the former occupant(s) is (are) on strike or locked out in the course of a labor dispute involving a work stoppage.

(c) The job opportunity is open to any qualified U.S. worker regardless of race, color, national origin, age, sex, religion, handicap, or citizenship, and the employer has conducted the required recruitment, in accordance with the regulations, and has been unsuccessful in locating sufficient numbers of qualified U.S. applicants for the job opportunity for which labor certification is sought. Any U.S. worker applicants were rejected only for lawful, job-related reasons, and the employer must retain records of all rejections.

(d) During the period of employment that is the subject of the labor certification application, the employer will comply with applicable Federal, State and local employment-related laws and regulations, including employment-related health and safety laws;

(e) The offered wage equals or exceeds the highest of the prevailing wage, the applicable Federal minimum wage, the State minimum wage, and local minimum wage, and the employer will pay the offered wage during the entire period of the approved H–2B labor certification.

(f) Upon the separation from employment of H–2B worker(s) employed under the labor certification application, if such separation occurs prior to the end date of the employment specified in the application, the employer will notify the Department and DHS in writing (or any other method specified by the Department or DHS in the **Federal Register** or the Code of Federal Regulations) of the separation from employment not later than 2 work days after such separation is discovered by the employer. An abandonment or abscondment shall be deemed to begin after a worker fails to report for work at the regularly scheduled time for 5 consecutive working days without the consent of the employer. Employees may be terminated for cause.

(g)(1) The offered wage is not based on commissions, bonuses, or other incentives, unless the employer guarantees a wage paid on a weekly, bi-weekly, or monthly basis that equals or exceeds the prevailing wage, or the legal Federal, State, or local minimum wage, whichever is highest. The employer must make all deductions from the worker's paychecks that are required by law. The job offer must specify all deductions not required by law that the employer will make from the worker's paycheck. All deductions must be reasonable. However, an employer subject to the FLSA may not make deductions that would violate the FLSA.

(2) The employer has contractually forbidden any foreign labor contractor or recruiter whom the employer engages in international recruitment of H–2B workers to seek or receive payments from prospective employees, except as provided for in DHS regulations at 8 CFR 214.2(h)(5)(xi)(A). This provision does not prohibit employers or their agents from receiving reimbursement for costs that are the responsibility of the worker, such as government required passport or visa fees.

(h) The job opportunity is a bona fide, full-time temporary position, the qualifications for which are consistent with the normal and accepted qualifications required by non-H–2B employers in the same or comparable occupations.

(i) The employer has not laid off and will not lay off any similarly employed U.S. worker in the occupation that is the subject of the *Application for*

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Temporary Employment Certification in the area of intended employment within the period beginning 120 calendar days before the date of need through 120 calendar days after the date of need, except where the employer also attests that it offered the job opportunity that is the subject of the application to those laid off U.S. worker(s) and the U.S. worker(s) either refused the job opportunity or was rejected for the job opportunity only for lawful, job-related reasons.

(j) The employer and its attorney or agents have not sought or received payment of any kind from the employee for any activity related to obtaining the labor certification, including payment of the employer's attorneys' or agent fees, *Application for Temporary Employment Certification*, or recruitment costs. For purposes of this paragraph, payment includes, but is not limited to, monetary payments, wage concessions (including deductions from wages, salary, or benefits), kickbacks, bribes, tributes, in kind payments, and free labor.

(k) If the employer is a job contractor, it will not place any H–2B workers employed pursuant to the labor certification application with any other employer or at another employer's worksite unless:

(1) The employer applicant first makes a written bona fide inquiry as to whether the other employer has displaced or intends to displace any similarly employed U.S. workers within the area of intended employment within the period beginning 120 days before through 120 calendar days after the date of need, and the other employer provides written confirmation that it has not so displaced and does not intend to displace such U.S. workers, and

(2) All worksites are listed on the certified *Application for Temporary Employment Certification*, including amendments or modifications.

(l) The employer will not place any H–2B workers employed pursuant to this application outside the area of intended employment listed on the *Application for Temporary Employment Certification* unless the employer has obtained a new temporary labor certification from the Department.

(m) Unless the H–2B worker will be sponsored by another subsequent employer, the employer will inform H–2B workers of the requirement that they leave the U.S. at the end of the authorized period of stay provided by DHS or separation from the employer, whichever is earlier, as required in § 655.35 of this part (absent any extension or change of such worker's status or grace period pursuant to DHS regulations), and that if dismissed by the employer prior to the end of the period, the employer is liable for return transportation.

(n) The dates of temporary need, reason for temporary need, and number of positions being requested for labor certification have been truly and accurately stated on the application.

§ 655.23 Receipt and processing of applications.

(a) *Filing Date.* Applications received by U.S. Mail or private courier shall be considered filed when determined by the NPC to be complete. Incomplete applications shall not be accepted for processing or assigned a receipt date, but shall be returned by U.S. Mail to the employer or the employer's representative as incomplete.

(b) *Processing.* The CO will review complete applications for an absence of errors that would prevent certification and for compliance with the criteria for certification. The CO will make a determination to certify, deny, or issue a Request for Further Information prior to making a Final Determination on the application. Criteria for certification, as used in this subpart, are whether the employer has: established the need for the nonagricultural services or labor to be performed is temporary in nature; established that the number of worker positions being requested for certification is justified and represent bona fide job opportunities; made all the assurances and met all the obligations required by § 655.22; and complied with all requirements of the program.

(c) *Request for Further Information.* (1) If the CO determines that the employer has made all necessary attestations and assurances, but the application fails to comply with one or more of the criteria for certification in paragraph (b) of this section, the CO must issue a RFI to the employer. The CO will issue the written RFI within 7 calendar days of the receipt of the application, and send it by means normally assuring next-day delivery.

(2) The RFI must:

(i) Specify the reason(s) why the application is not sufficient to grant temporary labor certification, citing the relevant regulatory standard(s) and/or special procedure(s);

(ii) Specify a date, no later than 7 calendar days from the date of the written RFI, by which the supplemental information and documentation must be received by the CO to be considered; and

(iii) State that, upon receipt of a response to the written RFI, or expiration of the stated deadline for receipt of the response, the CO will review the existing application as well as any supplemental materials submitted by the employer and issue a Final Determination. If unusual circumstances warrant, the CO may issue one or more additional RFIs prior to issuing a Final Determination.

(3) The CO will issue the Final Determination or the additional RFI within 7 business days of receipt of the employer's response, or within 60 days of the employer's date of need, whichever is later.

(4) Compliance with an RFI does not guarantee that the employer's application will be certified after submitting the information. The employer's documentation must justify its chosen standard of temporary need or otherwise overcome the stated deficiency in the application.

(d) Failure to comply with an RFI, including not providing all documentation within the specified time period, may result in a denial of the application. Such failure to comply with an RFI may also result in a finding by the CO requiring supervised recruitment under § 655.30 in future filings of H–2B temporary labor certification applications.

§ 655.24 Audits.

(a) *Discretion.* OFLC will conduct audits of H–2B temporary labor certification applications. The applications selected for audit will be chosen within the sole discretion of OFLC.

(b) *Audit Letter.* When an application is selected for audit, the CO shall issue an audit letter to the employer. The audit letter will:

(1) State the application has been selected for audit and note documentation that must be submitted by the employer;

(2) Specify a date, no fewer than 14 days and no more than 30 days from the date of the audit letter's issuance, by which the required documentation must be received by the CO; and

(3) Advise that failure to comply with the audit process may result in a finding by the CO to:

(i) Require the employer to conduct supervised recruitment under § 655.30 in future filings of H–2B temporary labor certification applications for a period of up to 2 years, or

(ii) Debar the employer from future filings of H–2B temporary labor certification applications as provided in § 655.31.

(c) *Supplemental information.* During the course of the audit examination, the CO may request supplemental information and/or documentation from the employer to complete the audit.

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(d) *Audit violations.* If, as a result of the audit, the CO determines the employer failed to produce all required documentation, or determines that the employer made a material misrepresentation with respect to the application, the employer may be required to conduct supervised recruitment under § 655.30 in future filings of H–2B temporary labor certification applications for up to 2 years, or may be subject to debarment pursuant to § 655.31 or other sanctions. The CO may provide the audit findings and underlying documentation to DHS, WHD, or another appropriate enforcement agency. The CO may refer any findings that an employer discouraged an eligible U.S. worker from applying, or failed to hire, discharged, or otherwise discriminated against an eligible U.S. worker, to the Department of Justice, Civil Rights Division, Office of Special Counsel for Unfair Immigration Related Employment Practices.

§§ 655.25–655.29 [Reserved]

§ 655.30 Supervised recruitment.

(a) *Supervised recruitment.* Where an employer is found to have violated program requirements, to have made a material misrepresentation to the Department, or to have failed to adequately conduct recruitment activities or failed in any obligation of this part, the CO may require pre-filing supervised recruitment.

(b) *Requirements.* Supervised recruitment shall consist of advertising for the job opportunity or opportunities in accordance with the required recruitment steps outlined under § 655.15, except as otherwise provided below.

(1) The CO will direct where the advertisements are to be placed.

(2) The employer must supply a draft advertisement and job order to the CO for review and approval no fewer than 150 days before the date on which the foreign worker(s) will commence work unless notified by the CO of the need for Supervised Recruitment less than 150 days before the date of need, in which case the employer must supply the drafts within 30 days of receipt of such notification.

(3) Each advertisement must comply with the requirements of § 655.17(a).

(4) The advertisement shall be placed in accordance with guidance provided by the CO.

(5) The employer will notify the CO when the advertisements are placed.

(c) *Recruitment report.* No fewer than 2 days after the last day of the posting of the job order and no fewer than 5 calendar days after the date on which the last newspaper or journal advertisement appeared, the employer must prepare a detailed written report of the employer's supervised recruitment, signed by the employer as outlined in § 655.15(i). The employer must submit the recruitment report to the CO within 30 days of the date of the first advertisement and must retain a copy for a period of no less than 3 years. The recruitment report must contain a copy of all advertisements and a copy of the SWA job order, including the dates so placed.

(d) The CO may refer any findings that an employer or its representative discouraged an eligible U.S. worker from applying, or failed to hire, discharged, or otherwise discriminated against an eligible U.S. worker, to the Department of Justice, Civil Rights Division, Office of Special Counsel for Unfair Immigration Related Employment Practices.

§ 655.31 Debarment.

(a) The Administrator, OFLC may not issue future labor certifications under this subpart to an employer and any successor in interest to the debarred employer, subject to the time limits set forth in paragraph (c) of this section, if:

(1) The Administrator, OFLC finds that the employer substantially violated a material term or condition of its temporary labor certification with respect to the employment of domestic or nonimmigrant workers; and

(2) The Administrator, OFLC issues a *Notice of Intent to Debar* no later than 2 years after the occurrence of the violation.

(b) The Administrator, OFLC may not issue future labor certifications under this subpart to an employer represented by an agent or attorney, subject to the time limits set forth in paragraph (c) of this section, if:

(1) The agent or attorney participated in, had knowledge of, or had reason to know of, the employer's substantial violation; and

(2) The Administrator issues the agent or attorney a *Notice of Intent to Debar* no later than 2 years after the occurrence of the violation.

(c) No employer, attorney, or agent may be debarred under this subpart for more than 3 years.

(d) For the purposes of this section, a substantial violation includes:

(1) A pattern or practice of acts of commission or omission on the part of the employer or the employer's agent that:

(i) Are significantly injurious to the wages or benefits offered under the H–2B program or working conditions of a significant number of the employer's U.S. or H–2B workers;

(ii) Reflect a significant failure to offer employment to each qualified domestic worker who applied for the job opportunity for which certification was being sought, except for lawful job-related reasons;

(iii) Reflect a significant failure to comply with the employer's obligations to recruit U.S. workers as set forth in this subpart;

(iv) Reflect a significant failure to comply with the RFI or audit process pursuant to §§ 655.23 or 655.24;

(v) Reflect the employment of an H–2B worker outside the area of intended employment, or in an activity/activities, not listed in the job order (other than an activity minor and incidental to the activity/activities listed in the job order), or after the period of employment specified in the job order and any approved extension; or

(vi) Reflect a significant failure to comply with the supervised recruitment process pursuant to § 655.30.

(2) Fraud involving the *Application for Temporary Employment Certification* or a response to an audit;

(3) A significant failure to cooperate with a DOL investigation or with a DOL official performing an investigation, inspection, or law enforcement function under this subpart;

(4) A significant failure to comply with one or more sanctions or remedies imposed by the ESA for violation(s) of obligations under this subpart found by that agency (if applicable), or with one or more decisions or orders of the Secretary or a court order secured by the Secretary; or

(5) A single heinous act showing such flagrant disregard for the law that future compliance with program requirements cannot reasonably be expected.

(e) DOL procedures for debarment under this section will be as follows:

(1) The Administrator, OFLC will send to the employer, attorney, or agent a *Notice of Intent to Debar* by means normally ensuring next-day delivery, which will contain a detailed statement of the grounds for the proposed debarment. The employer, attorney, or agent may submit evidence in rebuttal within 14 calendar days of the date the notice is issued. The Administrator, OFLC must consider all relevant evidence presented in deciding whether to debar the employer, attorney, or agent.

(2) If rebuttal evidence is not timely filed by the employer, attorney, or agent, the *Notice of Intent to Debar* will become the final decision of the Secretary and take effect immediately at the end of the 14-day period.

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(3) If, after reviewing the employer's timely filed rebuttal evidence, the Administrator, OFLC determines that the employer, attorney, or agent more likely than not meets one or more of the bases for debarment under § 655.31(d), the Administrator, OFLC will notify the employer, by means normally ensuring next-day delivery, within 14 calendar days after receiving such timely filed rebuttal evidence, of his/her final determination of debarment and of the employer, attorney, or agent's right to appeal.

(4) The *Notice of Debarment* must be in writing, must state the reason for the debarment finding, including a detailed explanation of the grounds for and the duration of the debarment, and must offer the employer, attorney, or agent an opportunity to request a hearing. The notice must state that to obtain such a review or hearing, the debarred party must, within 30 calendar days of the date of the notice file a written request to the Chief Administrative Law Judge, United States Department of Labor, 800 K Street, NW., Suite 400–N, Washington, DC 20001–8002, and simultaneously serve a copy to the Administrator, OFLC. The debarment will take effect 30 days from the date the *Notice of Debarment* is issued, unless a request for a hearing is properly filed within 30 days from the date the *Notice of Debarment* is issued. The timely filing of a request for a hearing stays the debarment pending the outcome of the appeal.

(5)(i) *Hearing.* Within 10 days of receipt of the request for a hearing, the Administrator, OFLC will send a certified copy of the ETA case file to the Chief Administrative Law Judge by means normally assuring next-day delivery. The Chief Administrative Law Judge will immediately assign an ALJ to conduct the hearing. The procedures in 29 CFR part 18 apply to such hearings, except that the request for a hearing will not be considered to be a complaint to which an answer is required.

(ii) *Decision.* After the hearing, the ALJ must affirm, reverse, or modify the Administrator, OFLC 's determination. The ALJ's decision must be provided immediately to the employer, Administrator, OFLC, DHS, and DOS by means normally assuring next-day delivery. The ALJ's decision is the final decision of the Secretary, unless either party, within 30 calendar days of the ALJ's decision, seeks review of the decision with the Administrative Review Board (ARB).

(iii) Review by the ARB.

(A) Any party wishing review of the decision of an ALJ must, within 30 days of the decision of the ALJ, petition the ARB to review the decision. Copies of the petition must be served on all parties and on the ALJ. The ARB must decide whether to accept the petition within 30 days of receipt. If the ARB declines to accept the petition or if the ARB does not issue a notice accepting a petition within 30 days after the receipt of a timely filing of the petition, the decision of the ALJ shall be deemed the final agency action. If a petition for review is accepted, the decision of the ALJ shall be stayed unless and until the ARB issues an order affirming the decision. The ARB must serve notice of its decision to accept or not to accept the petition upon the ALJ and upon all parties to the proceeding in person or by certified mail.

(B) Upon receipt of the ARB's notice to accept the petition, the Office of Administrative Law Judges shall promptly forward a copy of the complete hearing record to the ARB.

(C) Where the ARB has determined to review such decision and order, the ARB shall notify each party of:

(*1*) The issue or issues raised;

(*2*) The form in which submissions shall be made (*i.e.*, briefs, oral argument, etc.); and

(*3*) The time within which such presentation shall be submitted.

(D) The ARB's final decision must be issued within 90 days from the notice granting the petition and served upon all parties and the ALJ, in person or by certified mail. If the ARB fails to provide a decision within 90 days from the notice granting the petition, the ALJ's decision will be the final decision of the Secretary.

(f) *Inter-Agency Reporting.* After completion of the appeal process, DOL will inform DHS and other appropriate enforcement agencies of the findings and provide a copy of the *Notice of Debarment.*

§ 655.32 Labor certification determinations.

(a) *COs.* The Administrator, OFLC, is the Department's National CO. The Administrator, and the CO(s) in the NPC (by virtue of delegation from the Administrator), have the authority to certify or deny applications for temporary employment certification under the H–2B nonimmigrant classification. If the Administrator directs that certain types of temporary labor certification applications or specific applications under the H–2B nonimmigrant classification be handled by the National OFLC, the Director of the Chicago NPC will refer such applications to the Administrator.

(b) *Determination.* The CO will make a determination either to grant or deny the *Application for Temporary Employment Certification.* The CO will grant the application if and only if the employer has met all the requirements of this subpart, including the criteria for certification defined in § 655.23(b), thus demonstrating that an insufficient number of qualified U.S. workers are available for the job opportunity for which certification is sought and the employment of the H–2B workers will not adversely affect the benefits, wages, and working conditions of similarly employed U.S. workers.

(c) *Notice.* The CO will notify the employer in writing (either electronically or by U.S. Mail) of the labor certification determination.

(d) *Approved certification.* If temporary labor certification is granted, the CO must send the certified *Application for Temporary Employment Certification* and a Final Determination letter to the employer, or, if appropriate, to the employer's agent or attorney with a copy to the employer. The Final Determination letter will notify the employer to file the certified application and any other documentation required by USCIS with the appropriate USCIS office.

(e) *Denied certification.* If temporary labor certification is denied, the Final Determination letter will:

(1) State the reason(s) certification is denied, citing the relevant regulatory standards and/or special procedures;

(2) If applicable, address the availability of U.S. workers in the occupation as well as the prevailing benefits, wages, and working conditions of similarly employed U.S. workers in the occupation and/or any applicable special procedures;

(3) Offer the employer an opportunity to request administrative review of the denial available under § 655.33, or to file a new application in accordance with specific instructions provided by the CO; and

(4) State that if the employer does not request administrative review in accordance with § 655.33, the denial is final and the Department will not further consider that application for temporary alien nonagricultural labor certification.

(f) *Partial Certification.* The CO may, in his/her discretion, and to ensure compliance with all statutory and regulatory requirements, issue a partial certification, reducing either the period of need, the number of H–2B positions being requested, or both, based upon information the CO receives in the course of processing the temporary labor certification application, an RFI, or otherwise. If a partial labor certification

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is issued, the Final Determination letter will:

(1) State the reason(s) for which either the period of need and/or the number of H–2B positions requested has been reduced, citing the relevant regulatory standards and/or special procedures;

(2) If applicable, address the availability of U.S. workers in the occupation;

(3) Offer the employer an opportunity to request administrative review of the partial labor certification available under § 655.33; and

(4) State that if the employer does not request administrative review in accordance with § 655.33, the partial labor certification is final and the Department will not further consider that application for temporary nonagricultural labor certification.

§ 655.33 Administrative review.

(a) Request for review. If a temporary labor certification is denied, in whole or in part, under § 655.32, the employer may request review of the denial by the BALCA. The request for review:

(1) Must be sent to the BALCA, with a copy simultaneously sent to the CO who denied the application, within 10 calendar days of the date of determination;

(2) Must clearly identify the particular temporary labor certification determination for which review is sought;

(3) Must set forth the particular grounds for the request;

(4) Must include a copy of the Final Determination; and

(5) May contain only legal argument and such evidence as was actually submitted to the CO in support of the application.

(b) Upon the receipt of a request for review, the CO shall, within 5 business days assemble and submit the Appeal File using means to ensure same day or overnight delivery, to the BALCA, the employer, and the Associate Solicitor for Employment and Training Legal Services, Office of the Solicitor, U.S. Department of Labor.

(c) Within 5 business days of receipt of the Appeal File, the counsel for the CO may submit, using means to ensure same day or overnight delivery, a brief in support of the CO's decision.

(d) The Chief Administrative Law Judge may designate a single member or a three member panel of the BALCA to consider a particular case.

(e) The BALCA must review a denial of temporary labor certification only on the basis of the Appeal File, the request for review, and any legal briefs submitted and must:

(1) Affirm the denial of the temporary labor certification; or

(2) Direct the CO to grant the certification; or

(3) Remand to the CO for further action.

(f) The BALCA should notify the employer, the CO, and counsel for the CO of its decision within 5 business days of the submission of the CO's brief or 10 days after receipt of the Appeal File, whichever is earlier, using means to ensure same day or overnight delivery.

§ 655.34 Validity of temporary labor certifications.

(a) *Validity Period.* A temporary labor certification is valid only for the period of time between the beginning and ending dates of employment, as certified by the OFLC Administrator on the *Application for Temporary Employment Certification*. The certification expires on the last day of authorized employment.

(b) *Scope of Validity.* A temporary labor certification is valid only for the number of H–2B positions, the area of intended employment, the specific services or labor to be performed, and the employer specified on the certified *Application for Temporary Employment Certification* and may not be transferred from one employer to another.

(c) *Amendments to Applications.* (1) Applications may be amended at any time, before the CO's certification determination, to increase the number of positions requested in the initial application by not more than 20 percent (50 percent for employers requesting less than 10 positions) without requiring an additional recruitment period for U.S. workers. Requests for increases above the percent prescribed, without additional recruitment, may be approved by the CO only when the request is submitted in writing, the need for additional workers could not have been reasonably foreseen, and the employer's services or products will be in jeopardy prior to the time that new H–2B workers could be secured.

(2) Applications may be amended to make minor changes in the period of employment, only when a written request is submitted to the CO and written approval obtained in advance. In considering whether to approve the request, the CO will review the reason(s) for the request, determine whether the reason(s) are on the whole justified, and take into account the effect(s) of a decision to approve on the adequacy of the underlying test of the domestic labor market for the job opportunity.

(3) Other amendments to the application, including elements of the job offer and the place of work, may be requested, in writing, and will be granted if the CO determines the proposed amendment(s) are justified and will have no significant effect upon the CO's ability to make the labor certification determination required under § 655.32.

(4) The CO may change the date of need to reflect an amended date when delays occur in the adjudication of the *Application for Temporary Employment Certification*, through no fault of the employer, and the certification would otherwise become valid after the initial date of need.

§ 655.35 Required departure.

(a) *Limit to worker's stay.* As defined further in DHS regulations, a temporary labor certification shall limit the authorized period of stay for any H–2B worker whose admission is based upon it. 8 CFR 214.2(h)(13). A foreign worker may not remain in the U.S. beyond the validity period of admission by DHS in H–2B status nor beyond separation from employment, whichever occurs first, absent any extension or change of such worker's status or grace period pursuant to DHS regulations.

(b) *Notice to worker.* Upon establishment of a pilot program by DHS for registration of departure, the employer must notify any H–2B worker starting work at a job opportunity for which the employer has obtained labor certification that the H–2B worker, when departing the U.S. by land at the conclusion of employment as described in paragraph (a) of this section, must register such departure at the place and in the manner prescribed by DHS. This requirement will apply only to H–2B foreign workers entering from ports of entry participating in the DHS pilot program.

§ 655.50 Enforcement process.

(a) *Authority of the WHD Administrator.* The WHD Administrator shall perform all the Secretary's investigative and enforcement functions under secs. 1101(a)(15)(H)(ii)(b), 103(a)(6), and 214(c) of the INA, pursuant to the delegation of authority from the Secretary of Homeland Security to the Secretary of Labor.

(b) *Conduct of investigations.* The Administrator, WHD, shall, either pursuant to a complaint or otherwise, conduct such investigations as may, in the judgment of the Administrator, be appropriate, and in connection therewith, may enter and inspect such places and such records (and make transcriptions or copies thereof), question such persons, and gather such information as deemed necessary by the Administrator to determine compliance

regarding the matters which are the subject of investigation.

(c) *Employer cooperation/availability of records.* An employer shall at all times cooperate in administrative and enforcement proceedings. An employer being investigated shall make available to the WHD Administrator such records, information, persons, and places as the Administrator deems appropriate to copy, transcribe, question, or inspect. Where the records are maintained at a central recordkeeping office, other than in the place or places of employment, such records must be made available for inspection and copying within 72 hours following notice from the Secretary, or a duly authorized and designated representative. No employer or representative or agent of an employer subject to the provisions of secs. 1101(a)(15)(H)(ii)(b) and 214(c) of the INA and/or of this subpart shall interfere with any official of the Department who is performing an investigation, inspection, or law enforcement function pursuant to 8 U.S.C. 1101(a)(15)(H)(ii)(b) or 1184(c). Any such interference shall be a violation of the labor certification application and of this subpart, and the Administrator may take such further actions as the Administrator considers appropriate. (Federal criminal statutes prohibit certain interference with a Federal officer in the performance of official duties. 18 U.S.C. 111 and 18 U.S.C. 1114.)

(d) *Confidentiality.* The WHD Administrator shall, to the extent possible under existing law, protect the confidentiality of any person who provides information to the Department in confidence in the course of an investigation or otherwise under this subpart.

§ 655.60 Violations.

The WHD Administrator, through investigation, shall determine whether an employer has—

(a) Filed a petition with ETA that willfully misrepresents a material fact.

(b) Substantially failed to meet any of the conditions of the labor certification application attested to, as listed in § 655.22, or any of the conditions of the DHS Form I–129, Petition for a Nonimmigrant Worker for an H–2B worker in 8 CFR 214.2(h).

(c) Misrepresented a material fact to the State Department during the visa application process.

§ 655.65 Remedies for violations.

(a) Upon determining that an employer has willfully failed to pay wages, in violation of the attestation required by § 655.22(e) or willfully required employees to pay for fees or expenses prohibited by § 655.22(j), or willfully made impermissible deductions from pay as provided in § 655.22(g), the WHD Administrator may assess civil money penalties that are equal to the difference between the amount that should have been paid and the amount that actually was paid to such nonimmigrant(s), not to exceed $10,000.

(b) Upon determining that an employer has terminated by layoff or otherwise any employee described in § 622.55(k) of this part, within the period described in that section, the Administrator may assess civil money penalties that are equal to the wages that would have been earned but for the layoff at the H–2B rate for that period, not to exceed $10,000. No civil money penalty shall be assessed, however, if the employee refused the job opportunity, or was terminated for lawful, job-related reasons.

(c) The Administrator may assess civil money penalties in an amount not to exceed $10,000 per violation for any substantial failure to meet the conditions provided in the H–2B *Application for Temporary Employment Certification* or the DHS Form I–129, Petition for a Nonimmigrant Worker for an H–2B worker or successor form, or any willful misrepresentation in the application or petition, or a failure to cooperate with a Department audit or investigation.

(d) Substantial failure in paragraph (b) of this section shall mean a willful failure that constitutes a significant deviation from the terms and conditions of the labor condition application or the DHS Form I–129, Petition for a Nonimmigrant Worker for an H–2B worker or successor form.

(e) For purposes of this subpart, "willful failure" means a knowing failure or a reckless disregard with respect to whether the conduct was contrary to sec. 214(c) of the INA, or this subpart. See *McLaughlin* v. *Richland Shoe Co.*, 486 U.S. 128 (1988); see also *Trans World Airlines* v. *Thurston*, 469 U.S. 111 (1985).

(f) The provisions of this subpart become applicable upon the date that the employer's labor condition application is certified and/or upon the date employment commences, whichever is earlier. The employer's submission and signature on the labor certification application and DHS Form I–129, Petition for a Nonimmigrant Worker for an H–2B worker or successor form constitutes the employer's representation that the statements on the application are accurate and its acknowledgment and acceptance of the obligations of the program. The employer's acceptance of these obligations is re-affirmed by the employer's submission of the petition (Form I–129), supported by the labor certification.

(g) In determining the amount of the civil money penalty to be assessed pursuant to paragraphs (b) and (c) of this section, the WHD Administrator shall consider the type of violation committed and other relevant factors. In determining the level of penalties to be assessed, the highest penalties shall be reserved for willful failures to meet any of the conditions of the application that involve harm to U.S. workers. Other factors which may be considered include, but are not limited to, the following:

(1) Previous history of violation, or violations, by the employer under the INA and this subpart, and 8 CFR 214.2;

(2) The number of U.S. or H–2B workers employed by the employer and affected by the violation or violations;

(3) The gravity of the violation or violations;

(4) Efforts made by the employer in good faith to comply with the INA and regulatory provisions of this subpart and at 8 CFR 214.2(h);

(5) The employer's explanation of the violation or violations;

(6) The employer's commitment to future compliance; and

(7) The extent to which the employer achieved a financial gain due to the violation, or the potential financial loss to the employer's workers.

(h) *Disqualification from approval of petitions.* Where the WHD Administrator finds a substantial failure to meet any conditions of the application or in a DHS Form I–129, or a willful misrepresentation of a material fact in an application or in a DHS Form I–129, as those terms are defined in § 655.31, the Administrator may recommend that ETA debar the employer for a period of no less than 1 year, and no more than 3 years.

(i) If the WHD Administrator finds a violation of the provisions specified in this subpart, the Administrator may impose such other administrative remedies as the Administrator determines to be appropriate, including reinstatement of displaced U.S. workers, or other appropriate legal or equitable remedies. If the WHD Administrator finds that an employer has not paid wages at the wage level specified under the application and required by § 655.22(e), the Administrator may require the employer to provide for payment of such amounts of back pay as may be required to comply with the requirements of § 655.22(e).

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(j) The civil money penalties determined by the WHD Administrator to be appropriate are due for payment within 30 days of the assessment by the Administrator, or upon the decision by an administrative law judge where a hearing is timely requested, or upon the decision by the Secretary where review is granted. The employer shall remit the amount of the civil money penalty by certified check or money order made payable to the order of "Wage and Hour Division, Labor." The remittance shall be delivered or mailed to the Wage and Hour Division office in the manner directed in the Administrator's notice of determination. The payment or performance of any other remedy prescribed by the Administrator shall follow procedures established by the Administrator.

(k) The Federal Civil Penalties Inflation Adjustment Act of 1990, as amended (28 U.S.C. 2461 note), requires that inflationary adjustments to civil money penalties in accordance with a specified cost-of-living formula be made, by regulation, at least every 4 years. The adjustments are to be based on changes in the Consumer Price Index for all Urban Consumers (CPI–U) for the U.S. City Average for All Items. The adjusted amounts will be published in the **Federal Register**. The amount of the penalty in a particular case will be based on the amount of the penalty in effect at the time the violation occurs.

§ 655.70 WHD Administrator's determination.

(a) The WHD Administrator's determination shall be served on the employer by personal service or by certified mail at the employer's last known address. Where service by certified mail is not accepted by the employer, the Administrator may exercise discretion to serve the determination by regular mail.

(b) The WHD Administrator shall file with the Chief Administrative Law Judge, U.S. Department of Labor, a copy of the Administrator's determination.

(c) The WHD Administrator's written determination shall:

(1) Set forth the determination of the Administrator and the reason or reasons therefore, and in the case of a finding of violation(s) by an employer, prescribe the amount of any back wages and civil money penalties assessed and the reason therefor.

(2) Inform the employer that a hearing may be requested pursuant to § 655.71.

(3) Inform the employer that in the absence of a timely request for a hearing, received by the Chief Administrative Law Judge within 15 calendar days of the date of the determination, the determination of the Administrator shall become final and not appealable.

(4) Set forth the procedure for requesting a hearing, give the addresses of the Chief Administrative Law Judge (with whom the request must be filed) and the representative(s) of the Solicitor of Labor (upon whom copies of the request must be served).

(5) Where appropriate, inform the employer that the Administrator will notify ETA and DHS of the occurrence of a violation by the employer.

§ 655.71 Request for hearing.

(a) An employer desiring review of a determination issued under § 655.70, including judicial review, shall make a request for such an administrative hearing in writing to the Chief Administrative Law Judge at the address stated in the notice of determination. In such a proceeding, the Administrator shall be the prosecuting party, and the employer shall be the respondent. If such a request for an administrative hearing is timely filed, the WHD Administrator's determination shall be inoperative unless and until the case is dismissed or the Administrative Law Judge issues an order affirming the decision.

(b) No particular form is prescribed for any request for hearing permitted by this section. However, any such request shall:

(1) Be dated;

(2) Be typewritten or legibly written;

(3) Specify the issue or issues stated in the notice of determination giving rise to such request;

(4) State the specific reason or reasons why the employer believes such determination is in error;

(5) Be signed by the employer making the request or by an authorized representative of such employer; and

(6) Include the address at which such employer or authorized representative desires to receive further communications relating thereto.

(c) The request for such hearing must be received by the Chief Administrative Law Judge, at the address stated in the WHD Administrator's notice of determination, no later than 15 calendar days after the date of the determination. An employer which fails to meet this 15-day deadline for requesting a hearing may thereafter participate in the proceedings only by consent of the administrative law judge.

(d) The request may be filed in person, by facsimile transmission, by certified or regular mail, or by courier service. For the requesting employer's protection, if the request is by mail, it should be by certified mail. If the request is by facsimile transmission, the original of the request, signed by the employer or authorized representative, shall be filed within 10 days.

(e) Copies of the request for a hearing shall be sent by the employer or authorized representative to the WHD official who issued the WHD Administrator's notice of determination, and to the representative(s) of the Solicitor of Labor identified in the notice of determination.

§ 655.72 Hearing rules of practice.

(a) Except as specifically provided in this subpart, and to the extent they do not conflict with the provisions of this subpart, the "Rules of Practice and Procedure for Administrative Hearings Before the Office of Administrative Law Judges" established by the Secretary at 29 CFR part 18 shall apply to administrative proceedings under this subpart.

(b) As provided in the Administrative Procedure Act, 5 U.S.C. 556, any oral or documentary evidence may be received in proceedings under this part. The Federal Rules of Evidence and subpart B of the Rules of Practice and Procedure for Administrative Hearings Before the Office of Administrative Law Judges (29 CFR part 18, subpart B) shall not apply, but principles designed to ensure production of relevant and probative evidence shall guide the admission of evidence. The administrative law judge may exclude evidence which is immaterial, irrelevant, or unduly repetitive.

§ 655.73 Service of pleadings.

(a) Under this subpart, a party may serve any pleading or document by regular mail. Service on a party is complete upon mailing to the last known address. No additional time for filing or response is authorized where service is by mail. In the interest of expeditious proceedings, the administrative law judge may direct the parties to serve pleadings or documents by a method other than regular mail.

(b) Two copies of all pleadings and other documents in any administrative law judge proceeding shall be served on the attorneys for the WHD Administrator. One copy shall be served on the Associate Solicitor, Division of Fair Labor Standards, Office of the Solicitor, U.S. Department of Labor, 200 Constitution Avenue, NW., Room N–2716, Washington, DC 20210, and one copy shall be served on the attorney representing the Administrator in the proceeding.

(c) Time will be computed beginning with the day following service and includes the last day of the period

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unless it is a Saturday, Sunday, or Federally-observed holiday, in which case the time period includes the next business day.

§ 655.74 Conduct of proceedings.

(a) Upon receipt of a timely request for a hearing filed pursuant to and in accordance with § 655.71, the Chief Administrative Law Judge shall promptly appoint an administrative law judge to hear the case.

(b) The administrative law judge shall notify all parties of the date, time and place of the hearing. All parties shall be given at least 14 calendar days notice of such hearing.

(c) The administrative law judge may prescribe a schedule by which the parties are permitted to file a prehearing brief or other written statement of fact or law. Any such brief or statement shall be served upon each other party. Post-hearing briefs will not be permitted except at the request of the administrative law judge. When permitted, any such brief shall be limited to the issue or issues specified by the administrative law judge, shall be due within the time prescribed by the administrative law judge, and shall be served on each other party.

§ 655.75 Decision and order of administrative law judge.

(a) The administrative law judge shall issue a decision. If any party desires review of the decision, including judicial review, a petition for Administrative Review Board (Board) review thereof shall be filed as provided in § 655.76. If a petition for review is filed, the decision of the administrative law judge shall be inoperative unless and until the Board issues an order affirming the decision, or unless and until 30 calendar days have passed after the Board's receipt of the petition for review and the Board has not issued notice to the parties that the Board will review the administrative law judge's decision.

(b) The decision of the administrative law judge shall include a statement of findings and conclusions, with reasons and basis therefore, upon each material issue presented on the record. The decision shall also include an appropriate order which may affirm, deny, reverse, or modify, in whole or in part, the determination of the Administrator, WHD; the reason or reasons for such order shall be stated in the decision.

(c) In the event that the WHD Administrator assesses back wages for wage violation(s) of § 655.22(e), (g), or (j) based upon a PWD obtained by the Administrator from OFLC during the investigation and the administrative law judge determines that the Administrator's request was not warranted, the administrative law judge shall remand the matter to the Administrator for further proceedings on the Administrator's determination. If there is no such determination and remand by the administrative law judge, the administrative law judge shall accept as final and accurate the wage determination obtained from OFLC or, in the event the employer filed a timely appeal under § 655.11, the final wage determination resulting from that process. Under no circumstances shall the administrative law judge determine the validity of the wage determination or require submission into evidence or disclosure of source data or the names of establishments contacted in developing the survey which is the basis for the PWD.

(d) The administrative law judge shall not render determinations as to the legality of a regulatory provision or the constitutionality of a statutory provision.

(e) The decision shall be served on all parties in person or by certified or regular mail.

§ 655.76 Appeal of administrative law judge decision.

(a) The WHD Administrator or an employer desiring review of the decision and order of an administrative law judge, including judicial review, shall petition the Department's Administrative Review Board (Board) to review the decision and order. To be effective, such petition shall be received by the Board within 30 calendar days of the date of the decision and order. Copies of the petition shall be served on all parties and on the administrative law judge.

(b) No particular form is prescribed for any petition for the Board's review permitted by this subpart. However, any such petition shall:

(1) Be dated;

(2) Be typewritten or legibly written;

(3) Specify the issue or issues stated in the administrative law judge decision and order giving rise to such petition;

(4) State the specific reason or reasons why the party petitioning for review believes such decision and order are in error;

(5) Be signed by the party filing the petition or by an authorized representative of such party;

(6) Include the address at which such party or authorized representative desires to receive further communications relating thereto; and

(7) Attach copies of the administrative law judge's decision and order, and any other record documents which would assist the Board in determining whether review is warranted.

(c) Whenever the Board determines to review the decision and order of an administrative law judge, a notice of the Board's determination shall be served upon the administrative law judge, upon the Office of Administrative Law Judges, and upon all parties to the proceeding within 30 calendar days after the Board's receipt of the petition for review. If the Board determines that it will review the decision and order, the order shall be inoperative unless and until the Board issues an order affirming the decision and order.

(d) Upon receipt of the Board's notice, the Office of Administrative Law Judges shall within 15 calendar days forward the complete hearing record to the Board.

(e) The Board's notice shall specify:

(1) The issue or issues to be reviewed;

(2) The form in which submissions shall be made by the parties (e.g., briefs); and

(3) The time within which such submissions shall be made.

(f) All documents submitted to the Board shall be filed with the Administrative Review Board, U.S. Department of Labor, 200 Constitution Avenue, NW., Room S–5220, Washington, DC 20210. An original and two copies of all documents shall be filed. Documents are not deemed filed with the Board until actually received by the Board. All documents, including documents filed by mail, shall be received by the Board either on or before the due date.

(g) Copies of all documents filed with the Board shall be served upon all other parties involved in the proceeding.

(h) The Board's final decision shall be served upon all parties and the administrative law judge.

§ 655.80 Notice to OFLC and DHS.

(a) The WHD Administrator shall, as appropriate, notify DHS and OFLC of the final determination of a violation and recommend that DHS not approve petitions filed by an employer. The Administrator's notification will address the type of violation committed by the employer and the appropriate statutory period for disqualification of the employer from approval of petitions.

(b) The Administrator shall notify DHS and OFLC upon the earliest of the following events:

(1) Where the Administrator determines that there is a basis for a finding of violation by an employer, and no timely request for hearing is made; or

(2) Where, after a hearing, the administrative law judge issues a

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decision and order finding a violation by an employer, and no timely petition for review is filed with the Department's Administrative Review Board (Board); or

(3) Where a timely petition for review is filed from an administrative law judge's decision finding a violation and the Board either declines within 30 days to entertain the appeal, or reviews and affirms the administrative law judge's determination; or

(4) Where the administrative law judge finds that there was no violation by an employer, and the Board, upon review, issues a decision holding that a violation was committed by an employer.

■ 4. Amend § 655.715 by adding a definition for the "Center Director" to read as follows:

§ 655.715 Definitions.

* * * * *

Center Director means the Department official to whom the Administrator has delegated his authority for purposes of NPC operations and functions.

* * * * *

■ 5. Amend § 655.731 by revising paragraphs (a)(2) introductory text, (a)(2)(ii), (b)(3)(iii)(A), and (d)(2) and (3) to read as follows:

§ 655.731 What is the first LCA requirement regarding wages?

* * * * *

(a) * * *

(2) The prevailing wage for the occupational classification in the area of intended employment must be determined as of the time of filing the application. The employer shall base the prevailing wage on the best information available as of the time of filing the application. Except as provided in this section, the employer is not required to use any specific methodology to determine the prevailing wage and may utilize a wage obtained from an OFLC NPC (OES), an independent authoritative source, or other legitimate sources of wage data. One of the following sources shall be used to establish the prevailing wage:

* * * * *

(ii) If the job opportunity is in an occupation which is not covered by paragraph (a)(2)(i) of this section, the prevailing wage shall be the arithmetic mean of the wages of workers similarly employed, except that the prevailing wage shall be the median when provided by paragraphs (a)(2)(ii)(A), (b)(3)(iii)(B)(2), and (b)(3)(iii)(C)(2) of this section. The prevailing wage rate shall be based on the best information available. The following prevailing wage sources may be used:

(A) *OFLC National Processing Center (NPC) determination.* Prior to January 1, 2010, the SWA having jurisdiction over the area of intended employment shall continue to receive and process prevailing wage determination requests, but shall do so in accordance with these regulatory provisions and Department guidance. On or after January 1, 2010, the NPC shall receive and process prevailing wage determination requests in accordance with these regulations and with Department guidance. Upon receipt of a written request for a PWD on or after January 1, 2010, the NPC will determine whether the occupation is covered by a collective bargaining agreement which was negotiated at arms length, and, if not, determine the arithmetic mean of wages of workers similarly employed in the area of intended employment. The wage component of the Bureau of Labor Statistics Occupational Employment Statistics survey shall be used to determine the arithmetic mean, unless the employer provides an acceptable survey. The NPC shall determine the wage in accordance with secs. 212(n) and 212(t) of the INA. If an acceptable employer-provided wage survey provides a median and does not provide an arithmetic mean, the median shall be the prevailing wage applicable to the employer's job opportunity. In making a PWD, the Chicago NPC will follow 20 CFR 656.40 and other administrative guidelines or regulations issued by ETA. The Chicago NPC shall specify the validity period of the PWD, which in no event shall be for less than 90 days or more than 1 year from the date of the determination.

(*1*) An employer who chooses to utilize an NPC PWD shall file the labor condition application within the validity period of the prevailing wage as specified in the PWD. Any employer desiring review of an NPC PWD, including judicial review, shall follow the appeal procedures at 20 CFR 656.41. Employers which challenge an NPC PWD under 20 CFR 656.41 must obtain a ruling prior to filing an LCA. In any challenge, the Department and the NPC shall not divulge any employer wage data collected under the promise of confidentiality. Once an employer obtains a PWD from the NPC and files an LCA supported by that PWD, the employer is deemed to have accepted the PWD (as to the amount of the wage) and thereafter may not contest the legitimacy of the PWD by filing an appeal with the CO (see 20 CFR 656.41) or in an investigation or enforcement action.

(*2*) If the employer is unable to wait for the NPC to produce the requested prevailing wage for the occupation in question, or for the CO and/or the BALCA to issue a decision, the employer may rely on other legitimate sources of available wage information as set forth in paragraphs (a)(2)(ii)(B) and (C) of this section. If the employer later discovers, upon receipt of the PWD from the NPC, that the information relied upon produced a wage below the final PWD and the employer was paying the NPC-determined wage, no wage violation will be found if the employer retroactively compensates the H–2B nonimmigrant(s) for the difference between wage paid and the prevailing wage, within 30 days of the employer's receipt of the PWD.

(*3*) In all situations where the employer obtains the PWD from the NPC, the Department will deem that PWD as correct as to the amount of the wage. Nevertheless, the employer must maintain a copy of the NPC PWD. A complaint alleging inaccuracy of an NPC PWD, in such cases, will not be investigated.

(B) *An independent authoritative source.* The employer may use an independent authoritative wage source in lieu of an NPC PWD. The independent authoritative source survey must meet all the criteria set forth in paragraph (b)(3)(iii)(B) of this section.

* * * * *

(b) * * *

(3) * * *

(iii) * * *

(A) A copy of the prevailing wage finding from the NPC for the occupation within the area of intended employment.

* * * * *

* * * * *

(d) * * *

(2) In the event the Administrator obtains a prevailing wage from ETA pursuant to paragraph (d)(1) of this section, and the employer desires review, including judicial review, the employer shall challenge the ETA prevailing wage only by filing a request for review under § 656.41 of this chapter within 30 days of the employer's receipt of the PWD from the Administrator. If the request is timely filed, the decision of OFLC is suspended until the Center Director issues a determination on the employer's appeal. If the employer desires review, including judicial review, of the decision of the NPC Center Director, the employer shall make a request for review of the determination by the Board of Alien Labor Certification Appeals (BALCA) under § 656.41(e) of this chapter within 30 days of the receipt of the decision of

the Center Director. If a request for review is timely filed with the BALCA, the determination by the Center Director is suspended until the BALCA issues a determination on the employer's appeal. In any challenge to the wage determination, neither ETA nor the NPC shall divulge any employer wage data collected under the promise of confidentiality.

(i) Where an employer timely challenges an OFLC PWD obtained by the Administrator, the 30-day investigative period shall be suspended until the employer obtains a final ruling. Upon such a final ruling, the investigation and any subsequent enforcement proceeding shall continue, with the PWD as determined by the BALCA serving as the conclusive determination for all purposes.

(ii) [Reserved]

(3) For purposes of this paragraph (d), OFLC may consult with the NPC to ascertain the prevailing wage applicable under the circumstances of the particular complaint.

■ 6. Amend § 655.1102 to add the definition of "Office of Foreign Labor Certification (OFLC)" to read as follows:

§ 655.1102 What are the definitions of terms that are used in these regulations?

* * * * *

Office of Foreign Labor Certification (OFLC) means the organizational component within the ETA that provides national leadership and policy guidance and develops regulations and procedures to carry out the responsibilities of the Secretary of Labor under the INA concerning foreign workers seeking admission to the United States.

* * * * *

■ 7. Amend § 655.1112 by revising paragraph (c)(2) to read as follows:

§ 655.1112 Element II—What does "no adverse effect on wages and working conditions" mean?

* * * * *

(c) * * *

(2) Determination of prevailing wage for H–1C purposes. In the absence of collectively bargained wage rates, the National Processing Center (NPC) having jurisdiction as determined by OFLC shall determine the prevailing wage for similarly employed nurses in the geographic area in accordance with administrative guidelines issued by ETA for prevailing wage determination requests submitted on or after the effective date of these regulations.

(i) Prior to the effective date of these regulations, the SWA having jurisdiction over the area of intended employment shall continue to receive and process prevailing wage determination requests in accordance with the regulatory provisions and Department guidance in effect prior to January 1, 2009. On or after the effective date of these regulations, the NPC shall receive and process prevailing wage determination requests in accordance with these regulations and with Department guidance. A facility seeking to determine the prevailing wage must request a prevailing wage determination from the NPC having jurisdiction for providing the prevailing wage over the proposed area of intended employment not more than 90 days prior to the date the attestation is submitted to the Department. The NPC must enter its wage determination on the form it uses and return the form with its endorsement to the employer. Once a facility obtains a prevailing wage determination from the NPC and files an attestation supported by that prevailing wage determination, the facility shall be deemed to have accepted the prevailing wage determination as accurate and appropriate (as to both the occupational classification and the wage rate) and thereafter shall not contest the legitimacy of that prevailing wage determination in an investigation or enforcement action pursuant to subpart M of this part.

(ii) A facility may challenge the prevailing wage determination with the NPC having provided such determination according to administrative guidelines issued by ETA, but must obtain a final ruling prior to filing an attestation.

* * * * *

PART 656—LABOR CERTIFICATION PROCESS FOR PERMANENT EMPLOYMENT OF ALIENS IN THE UNITED STATES

■ 8. The authority citation for part 656 is revised to read as follows:

Authority: 8 U.S.C. 1182(a)(5)(A), 1182(p)(1); sec.122, Public Law 101–649, 109 Stat. 4978; and Title IV, Public Law 105–277, 112 Stat. 2681.

■ 9. Amend § 656.3 by revising the definitions of "Prevailing wage determination (PWD)" and "State Workforce Agency (SWA)" to read as follows:

§ 656.3 Definitions, for purposes of this part, of terms used in this part.

* * * * *

Prevailing wage determination (PWD) means the prevailing wage provided or approved by an OFLC National Processing Center (NPC), in accordance with OFLC guidance governing foreign labor certification programs. This includes PWD requests processed for purposes of employer petitions filed with DHS under Schedule A or for sheepherders.

* * * * *

State Workforce Agency (SWA), formerly known as State Employment Security Agency (SESA), means the state agency that receives funds under the Wagner-Peyser Act to provide employment-related services to U.S. workers and employers and/or administers the public labor exchange delivered through the state's one-stop delivery system in accordance with the Wagner-Peyser Act.

* * * * *

§ 656.15 [Amended]

■ 10. Amend § 656.15:

■ a. By removing the words "in duplicate;" from paragraph (a); and

■ b. By removing paragraph (f) and redesignating paragraph (g) as paragraph (f).

■ 11. Amend § 656.40 by revising paragraphs (a), (b) introductory text, (c), (g), (h) and (i) to read as follows:

§ 656.40 Determination of prevailing wage for labor certification purposes.

(a) *Application process.* The employer must request a PWD from the NPC, on a form or in a manner prescribed by OFLC. Prior to January 1, 2010, the SWA having jurisdiction over the area of intended employment shall continue to receive and process prevailing wage determination requests in accordance with the regulatory provisions and Department guidance in effect prior to January 1, 2009. On or after January 1, 2010, the NPC shall receive and process prevailing wage determination requests in accordance with these regulations and with Department guidance. The NPC will provide the employer with an appropriate prevailing wage rate. The NPC shall determine the wage in accordance with sec. 212(t) of the INA. Unless the employer chooses to appeal the center's PWD under § 656.41(a) of this part, it files the Application for Permanent Employment Certification either electronically or by mail with the processing center of jurisdiction and maintains the PWD in its files. The determination shall be submitted to the CO, if requested.

(b) *Determinations.* The National Processing Center will determine the appropriate prevailing wage as follows:

* * *

(c) *Validity Period.* The National Processing Center must specify the validity period of the prevailing wage, which in no event may be less than 90 days or more than 1 year from the

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determination date. To use a prevailing wage rate provided by the NPC, employers must file their applications or begin the recruitment period required by §§ 656.17(e) or 656.21 of this part within the validity period specified by the NPC.

* * * * *

(g) *Employer-provided wage information.* (1) If the job opportunity is not covered by a CBA, or by a professional sports league's rules or regulations, the NPC will consider wage information provided by the employer in making a PWD. An employer survey can be submitted either initially or after NPC issuance of a PWD derived from the OES survey. In the latter situation, the new employer survey submission will be deemed a new PWD request.

(2) In each case where the employer submits a survey or other wage data for which it seeks acceptance, the employer must provide the NPC with enough information about the survey methodology, including such items as sample size and source, sample selection procedures, and survey job descriptions, to allow the NPC to make a determination about the adequacy of the data provided and validity of the statistical methodology used in conducting the survey in accordance with guidance issued by the OFLC national office.

(3) The survey submitted to the NPC must be based upon recently collected data.

(i) A published survey must have been published within 24 months of the date of submission to the NPC, must be the most current edition of the survey, and the data upon which the survey is based must have been collected within 24 months of the publication date of the survey.

(ii) A survey conducted by the employer must be based on data collected within 24 months of the date it is submitted to the NPC.

(4) If the employer-provided survey is found not to be acceptable, the NPC will inform the employer in writing of the reasons the survey was not accepted.

(5) The employer, after receiving notification that the survey it provided for NPC consideration is not acceptable, may file supplemental information as provided by paragraph (h) of this section, file a new request for a PWD, or appeal under § 656.41.

(h) *Submittal of supplemental information by employer.* (1) If the employer disagrees with the skill level assigned to its job opportunity, or if the NPC informs the employer its survey is not acceptable, or if there are other legitimate bases for such a review, the employer may submit supplemental information to the NPC.

(2) The NPC will consider one supplemental submission about the employer's survey or the skill level the NPC assigned to the job opportunity or any other legitimate basis for the employer to request such a review. If the NPC does not accept the employer's survey after considering the supplemental information, or affirms its determination concerning the skill level, it will inform the employer of the reasons for its decision.

(3) The employer may then apply for a new wage determination or appeal under § 656.41 of this part.

(i) Frequent users. The Secretary will issue guidance regarding the process by which employers may obtain a wage determination to apply to a subsequent application, when the wage is for the same occupation, skill level, and area of intended employment. In no case may the wage rate the employer provides the NPC be lower than the highest wage required by any applicable Federal, State, or local law.

(ii) [Reserved]

* * * * *

■ 12. Revise § 656.41 to read as follows:

§ 656.41 Review of prevailing wage determinations.

(a) *Review of NPC PWD.* Any employer desiring review of a PWD made by a CO must make a request for such review within 30 days of the date from when the PWD was issued. The request for review must be sent to the director of the NPC that issued the PWD within 30 days of the date of the PWD; clearly identify the PWD from which review is sought; set forth the particular grounds for the request; and include all the materials pertaining to the PWD submitted to the NPC up to the date of the PWD received from the NPC.

(b) *Processing of request by NPC.* Upon the receipt of a request for review, the NPC will review the employer's request and accompanying documentation, and add any material that may have been omitted by the employer, including any material the NPC sent the employer up to the date of the PWD.

(c) *Review on the record.* The director will review the PWD solely on the basis upon which the PWD was made and, upon the request for review, may either affirm or modify the PWD.

(d) *Request for review by BALCA.* Any employer desiring review of the director's determination must make a request for review by the BALCA within 30 days of the date of the Director's decision.

(1) The request for review, statements, briefs, and other submissions of the parties and amicus curiae must contain only legal arguments and only such evidence that was within the record upon which the director made his/her affirmation of the PWD.

(2) The request for review must be in writing and addressed to the director of the NPC making the determination. Upon receipt of a request for a review, the director will assemble an indexed appeal file in reverse chronological order, with the index on top followed by the most recent document.

(3) The director will send the Appeal File to the Office of Administrative Law Judges, BALCA. The BALCA handles the appeals in accordance with §§ 656.26 and 656.27.

Signed in Washington, DC, this 12th day of December, 2008.

Brent R. Orrell,

Deputy Assistant Secretary, Employment and Training Administration.

Alexander J. Passantino,

Acting Administrator, Wage and Hour Division, Employment Standards Administration.

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period following the date of the revocation for the purpose of departure or extension of stay based upon a subsequent offer of employment.

(6) *Petition for alien to perform temporary nonagricultural services or labor (H–2B)—*

(i) *Petition.* (A) *H–2B nonagricultural temporary worker.* An H–2B nonagricultural temporary worker is an alien who is coming temporarily to the United States to perform temporary services or labor without displacing qualified United States workers available to perform such services or labor and whose employment is not adversely affecting the wages and working conditions of United States workers.

(B) *Denial or revocation of petition upon a determination that fees were collected from alien beneficiaries.* As a condition of approval of an H–2B petition, no job placement fee or other compensation (either direct or indirect) may be collected at any time, including before or after the filing or approval of the petition, from a beneficiary of an H–2B petition by a petitioner, agent, facilitator, recruiter, or similar employment service as a condition of an offer or condition of H–2B employment (other than the lower of the actual cost or fair market value of transportation to such employment and any government-mandated passport, visa, or inspection fees, to the extent that the passing of such costs to the beneficiary is not prohibited by statute, unless the employer, agent, facilitator, recruiter, or similar employment service has agreed with the beneficiary that it will pay such costs and fees).

(*1*) If USCIS determines that the petitioner has collected or entered into an agreement to collect such fee or compensation, the H–2B petition will be denied or revoked on notice, unless the petitioner demonstrates that, prior to the filing of the petition, either the petitioner reimbursed the beneficiary in full for such fees or compensation or the agreement to collect such fee or compensation was terminated before the fee or compensation was paid by the beneficiary.

(*2*) If USCIS determines that the petitioner knew or should have known at the time of filing the petition that the beneficiary has paid or agreed to pay any agent, facilitator, recruiter, or similar employment service as a condition of an offer of the H–2B employment, the H–2B petition will be denied or revoked on notice unless the petitioner demonstrates that, prior to filing the petition, either the petitioner or the agent, facilitator, recruiter, or similar employment service reimbursed the beneficiary in full for such fees or compensation or the agreement to collect such fee or compensation was terminated before the fee or compensation was paid by the beneficiary.

(*3*) If USCIS determines that the beneficiary paid the petitioner such fees or compensation as a condition of an offer of H–2B employment after the filing of the H–2B petition, the petition will be denied or revoked on notice.

(*4*) If USCIS determines that the beneficiary paid or agreed to pay the agent, facilitator, recruiter, or similar employment service such fees or compensation after the filing of the H–2B petition and that the petitioner knew or had reason to know of the payment or agreement to pay, the petition will be denied or revoked unless the petitioner demonstrates that the petitioner or agent, facilitator, recruiter, or similar employment service reimbursed the beneficiary in full, that the parties terminated any agreement to pay before the beneficiary paid the fees or compensation, or that the petitioner has notified DHS within 2 work days of obtaining knowledge, in a manner specified in a notice published in the FEDERAL REGISTER.

(C) *Effect of petition revocation.* Upon revocation of an employer's H–2B petition based upon paragraph (h)(6)(i)(B) of this section, the alien beneficiary's stay will be authorized and the beneficiary will not accrue any period of unlawful presence under section 212(a)(9) of the Act (8 U.S.C. 1182(a)(9)) for a 30-day period following the date of the revocation for the purpose of departure or extension of stay based upon a subsequent offer of employment. The employer shall be liable for the alien beneficiary's reasonable costs of return transportation to his or her last place of foreign residence abroad, unless such alien obtains an extension of stay

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based on an approved H–2B petition filed by a different employer.

(D) *Reimbursement as condition to approval of future H–2B petitions. (1) Filing subsequent H–2B petitions within 1 year of denial or revocation of previous H–2B petition.* A petitioner filing an H–2B petition within 1 year after a decision denying or revoking on notice an H–2B petition filed by the same petitioner on the basis of paragraph (h)(6)(i)(B) of this section must demonstrate to the satisfaction of USCIS, as a condition of the approval of the later petition, that the petitioner or agent, facilitator, recruiter, or similar employment service reimbursed in full each beneficiary of the denied or revoked petition from whom a prohibited fee was collected or that the petitioner has failed to locate each such beneficiary despite the petitioner's reasonable efforts to locate them. If the petitioner demonstrates to the satisfaction of USCIS that each such beneficiary was reimbursed in full, such condition of approval shall be satisfied with respect to any subsequently filed H–2B petitions, except as provided in paragraph (h)(6)(i)(D)(*2*) of this section. If the petitioner demonstrates to the satisfaction of USCIS that it has made reasonable efforts to locate but has failed to locate each such beneficiary within 1 year after the decision denying or revoking the previous H–2B petition on the basis of paragraph (h)(6)(i)(B) of this section, such condition of approval shall be deemed satisfied with respect to any H–2B petition filed 1 year or more after the denial or revocation. Such reasonable efforts shall include contacting all of each such beneficiary's known addresses.

(*2*) *Effect of subsequent denied or revoked petitions.* An H–2B petition filed by the same petitioner subsequent to a denial under paragraph (h)(6)(i)(B) of this section shall be subject to the condition of approval described in paragraph (h)(6)(i)(D)(*1*) of this section, regardless of prior satisfaction of such condition of approval with respect to a previously denied or revoked petition.

(E) *Eligible countries.* (*1*) H–2B petitions may be approved for nationals of countries that the Secretary of Homeland Security has designated as participating countries, with the concurrence of the Secretary of State, in a notice published in the FEDERAL REGISTER, taking into account factors, including but not limited to:

(*i*) The country's cooperation with respect to issuance of travel documents for citizens, subjects, nationals and residents of that country who are subject to a final order of removal;

(*ii*) The number of final and unexecuted orders of removal against citizens, subjects, nationals, and residents of that country;

(*iii*) The number of orders of removal executed against citizens, subjects, nationals and residents of that country; and

(*iv*) Such other factors as may serve the U.S. interest.

(*2*) A national from a country not on the list described in paragraph (h)(6)(i)(E)(*1*) of this section may be a beneficiary of an approved H–2B petition upon the request of a petitioner or potential H–2B petitioner, if the Secretary of Homeland Security, in his sole and unreviewable discretion, determines that it is in the U.S. interest for that alien to be a beneficiary of such petition. Determination of such a U.S. interest will take into account factors, including but not limited to:

(*i*) Evidence from the petitioner demonstrating that a worker with the required skills is not available from among foreign workers from a country currently on the list described in paragraph (h)(6)(i)(E)(*1*) of this section;

(*ii*) Evidence that the beneficiary has been admitted to the United States previously in H–2B status;

(*iii*) The potential for abuse, fraud, or other harm to the integrity of the H–2B visa program through the potential admission of a beneficiary from a country not currently on the list; and

(*iv*) Such other factors as may serve the U.S. interest.

(*3*) Once published, any designation of participating countries pursuant to paragraph (h)(6)(i)(E)(*1*) of this section shall be effective for one year after the date of publication in the FEDERAL REGISTER and shall be without effect at the end of that one-year period.

(F) *Petitioner agreements and notification requirements. (1) Agreements.* The petitioner agrees to notify DHS, within 2 work days, and beginning on a date

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and in a manner specified in a notice published in the FEDERAL REGISTER if: An H–2B worker fails to report for work within 5 work days after the employment start date stated on the petition; the nonagricultural labor or services for which H–2B workers were hired were completed more than 30 days early; or an H–2B worker absconds from the worksite or is terminated prior to the completion of the nonagricultural labor or services for which he or she was hired. The petitioner also agrees to retain evidence of such notification and make it available for inspection by DHS officers for a one-year period beginning on the date of the notification.

(*2*) *Abscondment.* An H–2B worker has absconded if he or she has not reported for work for a period of 5 consecutive work days without the consent of the employer.

(ii) *Temporary services or labor*—(A) *Definition.* Temporary services or labor under the H–2B classification refers to any job in which the petitioner's need for the duties to be performed by the employee(s) is temporary, whether or not the underlying job can be described as permanent or temporary.

(B) *Nature of petitioner's need.* Employment is of a temporary nature when the employer needs a worker for a limited period of time. The employer must establish that the need for the employee will end in the near, definable future. Generally, that period of time will be limited to one year or less, but in the case of a one-time event could last up to 3 years. The petitioner's need for the services or labor shall be a one-time occurrence, a seasonal need, a peak load need, or an intermittent need.

(*1*) *One-time occurence.* The petitioner must establish that it has not employed workers to perform the services or labor in the past and that it will not need workers to perform the services or labor in the future, or that it has an employment situation that is otherwise permanent, but a temporary event of short duration has created the need for a temporary worker.

(*2*) *Seasonal need.* The petitioner must establish that the services or labor is traditionally tied to a season of the year by an event or pattern and is of a recurring nature. The petitioner shall specify the period(s) of time during each year in which it does not need the services or labor. The employment is not seasonal if the period during which the services or labor is not needed is unpredictable or subject to change or is considered a vacation period for the petitioner's permanent employees.

(*3*) *Peakload need.* The petitoner must establish that it regularly employs permanent workers to perform the services or labor at the place of employment and that it needs to supplement its permanent staff at the place of employment on a temporary basis due to a seasonal or short-term demand and that the temporary additions to staff will not become a part of the petitioner's regular operation.

(*4*) *Intermittent need.* The petitioner must establish that it has not employed permanent or full-time workers to perform the services or labor, but occasionally or intermittently needs temporary workers to perform services or labor for short periods.

(iii) *Procedures.* (A) Prior to filing a petition with the director to classify an alien as an H–2B worker, the petitioner shall apply for a temporary labor certification with the Secretary of Labor for all areas of the United States, except the Territory of Guam. In the Territory of Guam, the petitioning employer shall apply for a temporary labor certification with the Governor of Guam. The labor certification shall be advice to the director on whether or not United States workers capable of performing the temporary services or labor are available and whether or not the alien's employment will adversely affect the wages and working conditions of similarly employed United States workers.

(B) An H–2B petitioner shall be a United States employer, a United States agent, or a foreign employer filing through a United States agent. For purposes of paragraph (h) of this section, a foreign employer is any employer who is not amenable to service of process in the United States. A foreign employer may not directly petition for an H–2B nonimmigrant but must use the services of a United States agent to file a petition for an H–2B nonimmigrant. A United States

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agent petitioning on behalf of a foreign employer must be authorized to file the petition, and to accept service of process in the United States in proceedings under section 274A of the Act, on behalf of the employer. The petitioning employer shall consider available United States workers for the temporary services or labor, and shall offer terms and conditions of employment which are consistent with the nature of the occupation, activity, and industry in the United States.

(C) The petitioner may not file an H–2B petition unless the United States petitioner has applied for a labor certification with the Secretary of Labor or the Governor of Guam within the time limits prescribed or accepted by each, and has obtained a favorable labor certification determination as required by paragraph (h)(6)(iv) or (h)(6)(v) of this section.

(D) The Secretary of Labor and the Governor of Guam shall separately establish procedures for administering the temporary labor certification program under his or her jurisdiction.

(E) After obtaining a favorable determination from the Secretary of Labor or the Governor of Guam, as appropriate, the petitioner shall file a petition on I–129, accompanied by the labor certification determination and supporting documents, with the director having jurisdiction in the area of intended employment.

(iv) *Labor certifications, except Guam—*

(A) *Secretary of Labor's determination.* An H–2B petition for temporary employment in the United States, except for temporary employment on Guam, shall be accompanied by an approved temporary labor certification from the Secretary of Labor stating that qualified workers in the United States are not available and that the alien's employment will not adversely affect wages and working conditions of similarly employed United States workers.

(B) *Validity of the labor certification.* The Secretary of Labor may issue a temporary labor certification for a period of up to one year.

(C) *U.S. Virgin Islands.* Temporary labor certifications filed under section 101(a)(15)(H)(ii)(b) of the Act for employment in the United States Virgin Islands may be approved only for entertainers and athletes and only for periods not to exceed 45 days.

(D) *Employment start date.* Beginning with petitions filed for workers for fiscal year 2010, an H–2B petition must state an employment start date that is the same as the date of need stated on the approved temporary labor certification. A petitioner filing an amended H–2B petition due to the unavailability of originally requested workers may state an employment start date later than the date of need stated on the previously approved temporary labor certification accompanying the amended H–2B petition.

(v) *Labor certification for Guam—*

(A) *Governor of Guam's determination.* An H–2B petition for temporary employment on Guam shall be accompanied by an approved temporary labor certification issued by the Governor of Guam stating that qualified workers in the United States are not available to perform the required services, and that the alien's employment will not adversely affect the wages and working conditions of United States resident workers who are similarly employed on Guam.

(B) *Validity of labor certification.* The Governor of Guam may issue a temporary labor certification for a period up to one year.

(C)–(D) [Reserved]

(E) *Criteria for Guam labor certifications.* The Governor of Guam shall, in consultation with the Service, establish systematic methods for determining the prevailing wage rates and working conditions for individual occupations on Guam and for making determinations as to availability of qualified United States residents.

(*1*) *Prevailing wage and working conditions.* The system to determine wages and working conditions must provide for consideration of wage rates and employment conditions for occupations in both the private and public sectors, in Guam and/or in the United States (as defined in section 101(a)(38) of the Act), and may not consider wages and working conditions outside of the United States. If the system includes utilitzation of advisory opinions and consultations, the opinions must be provided by officially sanctioned groups which reflect a balance of the

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interests of the private and public sectors, government, unions and management.

(2) *Availability of United States workers.* The system for determining availability of qualified United States workers must require the prospective employer to:

(*i*) Advertise the availability of the position for a minimum of three consecutive days in the newspaper with the largest daily circulation on Guam;

(*ii*) Place a job offer with an appropriate agency of the Territorial Government which operates as a job referral service at least 30 days in advance of the need for the services to commence, except that for applications from the armed forces of the United States and those in the entertainment industry, the 30-day period may be reduced by the Governor to 10 days;

(*iii*) Conduct appropriate recruitment in other areas of the United States and its territories if sufficient qualified United States construction workers are not available on Guam to fill a job. The Governor of Guam may require a job order to be placed more than 30 days in advance of need to accommodate such recruitment;

(*iv*) Report to the appropriate agency the names of all United States resident workers who applied for the position, indicating those hired and the job-related reasons for not hiring;

(*v*) Offer all special considerations, such as housing and transportation expenses, to all United States resident workers who applied for the position, indicating those hired and the job-related reasons for not hiring;

(*vi*) Meet the prevailing wage rates and working conditions determined under the wages and working conditions system by the Governor; and

(*vii*) Agree to meet all Federal and Territorial requirements relating to employment, such as nondiscrimination, occupational safety, and minimum wage requirements.

(F) *Approval and publication of employment systems on Guam—(1) Systems.* The Commissioner of Immigration and Naturalization must approve the system to determine prevailing wages and working conditions and the system to determine availability of United States resident workers and any future modifications of the systems prior to implementation. If the Commissioner, in consultation with the Secretary of Labor, finds that the systems or modified systems meet the requirements of this section, the Commissioner shall publish them as a notice in the FEDERAL REGISTER and the Governor shall publish them as a public record in Guam.

(2) *Approval of construction wage rates.* The Commissioner must approve specific wage data and rates used for construction occupations on Guam prior to implementation of new rates. The Governor shall submit new wage survey data and proposed rates to the Commissioner for approval at least eight weeks before authority to use existing rates expires. Surveys shall be conducted at least every two years, unless the Commissioner prescribes a lesser period.

(G) *Reporting.* The Governor shall provide the Commissioner statistical data on temporary labor certification workload and determinations. This information shall be submitted quarterly no later than 30 days after the quarter ends.

(H) *Invalidation of temporary labor certification issued by the Governor of Guam—(1) General.* A temporary labor certification issued by the Governor of Guam may be invalidated by a director if it is determined by the director or a court of law that the certification request involved fraud or willful misrepresentation. A temporary labor certification may also be invalidated if the director determines that the certification involved gross error.

(2) *Notice of intent to invalidate.* If the director intends to invalidate a temporary labor certification, a notice of intent shall be served upon the employer, detailing the reasons for the intended invalidation. The employer shall have 30 days in which to file a written response in rebuttal to the notice of intent. The director shall consider all evidence submitted upon rebuttal in reaching a decision.

(3) *Appeal of invalidation.* An employer may appeal the invalidation of a temporary labor certification in accordance with part 103 of this chapter.

(vi) *Evidence for H–2B petitions.* An H–2B petition shall be accompanied by:

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(A) *Labor certification.* An approved temporary labor certification issued by the Secretary of Labor or the Governor of Guam, as appropriate;

(B) [Reserved]

(C) *Alien's qualifications.* In petitions where the temporary labor certification application requires certain education, training, experience, or special requirements of the beneficiary who is present in the United States, documentation that the alien qualifies for the job offer as specified in the application for such temporary labor certification. This requirement also applies to the named beneficiary who is abroad on the basis of special provisions stated in paragraph (h)(2)(iii) of this section;

(D) *Statement of need.* A statement describing in detail the temporary situation or conditions which make it necessary to bring the alien to the United States and whether the need is a one-time occurrence, seasonal, peakload, or intermittent. If the need is seasonal, peakload, or intermittent, the statement shall indicate whether the situation or conditions are expected to be recurrent; or

(E) *Liability for transportation costs.* The employer will be liable for the reasonable costs of return transportation of the alien abroad, if the alien is dismissed from employment for any reason by the employer before the end of the period of authorized admission pursuant to section 214(c)(5) of the Act. If the beneficiary voluntarily terminates his or her employment prior to the expiration of the validity of the petition, the alien has not been dismissed. If the beneficiary believes that the employer has not complied with this provision, the beneficiary shall advise the Service Center which adjudicated the petition in writing. The complaint will be retained in the file relating to the petition. Within the context of this paragraph, the term "abroad" means the alien's last place of foreign residence. This provision applies to any employer whose offer of employment became the basis for the alien obtaining or continuing H–2B status.

(vii) *Traded professional H–2B athletes.* In the case of a professional H–2B athlete who is traded from one organization to another organization, employment authorization for the player will automatically continue for a period of 30 days after the player's acquisition by the new organization, within which time the new organization is expected to file a new Form I–129 for H–2B nonimmigrant classification. If a new Form I–129 is not filed within 30 days, employment authorization will cease. If a new Form I–129 is filed within 30 days, the professional athlete shall be deemed to be in valid H–2B status, and employment shall continue to be authorized, until the petition is adjudicated. If the new petition is denied, employment authorization will cease.

(viii) *Substitution of beneficiaries.* Beneficiaries of H–2B petitions that are approved for named or unnamed beneficiaries who have not been admitted may be substituted only if the employer can demonstrate that the total number of beneficiaries will not exceed the number of beneficiaries certified in the original temporary labor certification. Beneficiaries who were admitted to the United States may not be substituted without a new petition accompanied by a newly approved temporary labor certification.

(A) To substitute beneficiaries who were previously approved for consular processing but have not been admitted with aliens who are outside of the United States, the petitioner shall, by letter and a copy of the petition approval notice, notify the consular office at which the alien will apply for a visa or the port of entry where the alien will apply for admission. The petitioner shall also submit evidence of the qualifications of beneficiaries to the consular office or port of entry prior to issuance of a visa or admission, if applicable.

(B) To substitute beneficiaries who were previously approved for consular processing but have not been admitted with aliens who are currently in the United States, the petitioner shall file an amended petition with fees at the USCIS Service Center where the original petition was filed, with a copy of the original petition approval notice, a statement explaining why the substitution is necessary, evidence of the qualifications of beneficiaries, if applicable, evidence of the beneficiaries' current status in the United States,

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and evidence that the number of beneficiaries will not exceed the number allocated on the approved temporary labor certification, such as employment records or other documentary evidence to establish that the number of visas sought in the amended petition were not already issued. The amended petition must retain a period of employment within the same half of the same fiscal year as the original petition. Otherwise, a new temporary labor certification issued by DOL or the Governor of Guam and subsequent H–2B petition are required.

(ix) *Enforcement.* The Secretary of Labor may investigate employers to enforce compliance with the conditions of a petition and Department of Labor-approved temporary labor certification to admit or otherwise provide status to an H–2B worker.

(7) *Petition for alien trainee or participant in a special education exchange visitor program (H–3)*—(i) *Alien trainee.* The H–3 trainee is a nonimmigrant who seeks to enter the United States at the invitation of an organization or individual for the purpose of receiving training in any field of endeavor, such as agriculture, commerce, communications, finance, government, transportation, or the professions, as well as training in a purely industrial establishment. This category shall not apply to physicians, who are statutorily ineligible to use H–3 classification in order to receive any type of graduate medical education or training.

(A) *Externs.* A hospital approved by the American Medical Association or the American Osteopathic Association for either an internship or residency program may petition to classify as an H–3 trainee a medical student attending a medical school abroad, if the alien will engage in employment as an extern during his/her medical school vacation.

(B) *Nurses.* A petitioner may seek H–3 classification for a nurse who is not H–1 if it can be established that there is a genuine need for the nurse to receive a brief period of training that is unavailable in the alien's native country and such training is designed to benefit the nurse and the overseas employer upon the nurse's return to the country of origin, if:

(*1*) The beneficiary has obtained a full and unrestricted license to practice professional nursing in the country where the beneficiary obtained a nursing education, or such education was obtained in the United States or Canada; and

(*2*) The petitioner provides a statement certifying that the beneficiary is fully qualified under the laws governing the place where the training will be received to engage in such training, and that under those laws the petitioner is authorized to give the beneficiary the desired training.

(ii) *Evidence required for petition involving alien trainee*—(A) *Conditions.* The petitioner is required to demonstrate that:

(*1*) The proposed training is not available in the alien's own country;

(*2*) The beneficiary will not be placed in a position which is in the normal operation of the business and in which citizens and resident workers are regularly employed;

(*3*) The beneficiary will not engage in productive employment unless such employment is incidental and necessary to the training; and

(*4*) The training will benefit the beneficiary in pursuing a career outside the United States.

(B) *Description of training program.* Each petition for a trainee must include a statement which:

(*1*) Describes the type of training and supervision to be given, and the structure of the training program;

(*2*) Sets forth the proportion of time that will be devoted to productive employment;

(*3*) Shows the number of hours that will be spent, respectively, in classroom instruction and in on-the-job training;

(*4*) Describes the career abroad for which the training will prepare the alien;

(*5*) Indicates the reasons why such training cannot be obtained in the alien's country and why it is necessary for the alien to be trained in the United States; and

(*6*) Indicates the source of any remuneration received by the trainee and any benefit which will accrue to the petitioner for providing the training.

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Dated: June 19, 1984.

William von Raab,

Commissioner of Customs.

[FR Doc. 84-16821 Filed 6-22-84; 8:45 am]

BILLING CODE 4820-02-M

DEPARTMENT OF LABOR

Employment and Training Administration

20 CFR Part 621

[General Administration Letters Nos. 5-84 and 10-84]

Procedures for Processing Applications for Certification of Temporary Employment in Nonagricultural Occupations in the United States

AGENCY: Employment and Training Administration, Labor.

ACTION: Rule-related notice.

SUMMARY: The Employment and Training Administration (ETA) of the Department of Labor (DOL) has issued two directives explaining the procedures for processing applications for certification of the temporary employment of nonimmigrant aliens in nonagricultural occupations in the United States. They are being published in the Federal Register for the information of the general public.

DATES: General Administration Letter (GAL) No. 5-84 was issued on December 1, 1983, and GAL No. 10-84 was issued on April 23, 1984.

FOR FURTHER INFORMATION CONTACT: Mr. Thomas M. Bruening. Telephone: 202-376-6728.

SUPPLEMENTARY INFORMATION: Whether to grant or deny an employer's petition to import a nonimmigrant alien to the United States for the purpose of temporary employment is solely the decision of the Attorney General and his designee, the Commissioner of the Immigration and Naturalization Service (INS). 8 U.S.C. 1101(a)(15)(H)(ii) and 1184 (a) and (c). Pursuant to the requirement that the Attorney General consult with appropriate agencies of the government concerning the importation of nonimmigrant (so-called "H-2") workers, INS has determined that prior to granting or denying such petitions it first will request DOL to advise INS on the availability of qualified U.S. workers for the jobs offered to the H-2 aliens, and whether the wages and working conditions attached to such job offers will adversely affect similarly employed U.S. workers. 8 U.S.C. 1184(c); 8 CFR 214.2(h)(3)(i).

Pursuant to the INS regulations, DOL has published regulations at 20 CFR Part 621 for the certification of temporary employment of nonimmigrant aliens in nonagricultural employment in the United States. The Employment and Training Administration (ETA) of DOL administers those regulations and has issued two directives to ETA regional offices and State employment security agencies outlining general processing standards for temporary alien nonagricultural labor certification applications. General Administration Letter (GAL) No. 5-84 (December 1, 1983) sets forth procedures for temporary alien labor certification applications for employment in the entertainment industry. GAL No. 10-84 (April 23, 1984) sets forth the procedures for processing applications for temporary alien labor certifications in other nonagricultural occupations.

GAL Nos. 5-84 and 10-84 are reprinted below for the information of the general public.

Signed at Washington, D.C., this 19th day of June, 1984.

Patrick J. O'Keefe,

Deputy Assistant Secretary for Employment and Training.

Dated: December 1, 1983.

Directive: General Administration Letter No. 5-84

To: All State Employment Security Agencies

From: Royal S. Dellinger, Acting Assistant Secretary of Labor

Subject: Procedures for Temporary Labor Certifications in the Entertainment Industry

1. *Purpose.* To transmit subject procedure.

2. *Reference.* 20 CFR Parts 621 and 655.

3. *Background.* On May 6, 1983, all regions were provided interim processing and recruitment procedures for temporary applications in the entertainment industry. The attached procedures replace those interim procedures.

4. *Action Required.* Administrators are requested to:

a. Provide attached procedures to appropriate staff.

b. Instruct staff to provide application forms and advise employers of procedures for filing temporary labor certification applications in the entertainment industry.

5. *Inquires.* Direct questions to the appropriate regional office.

6. *Attachments.*

a. Procedures for temporary labor certification in the entertainment industry.

b. List of responsible regional and State Job Service Offices.

c. Map of OSEs and areas covered.

d. List of unions in the entertainment industry.

Expiration date: December 31, 1984.

Procedures for Temporary Labor Certifications in the Entertainment Industry

I. Background.

The Department has been addressing the issue of nonimmigrant aliens coming to the United States for temporary employment in the entertainment industry while high levels of unemployment among U.S. workers in the industry still persist.

The following procedures completely centralize temporary labor certification authority in the entertainment industry in three regions; clarify processing requirements; and ensure uniformity among the responsible regions.

II. Operating Guidelines

A. Decisions on applications by employers seeking temporary admission of nonimmigrant aliens for temporary employment in entertainment occupations require special considerations, such as:

1. An assessment of requirements of the role or the act to be performed.

2. The need to keep the unity of a group or company and support personnel.

3. The role of labor unions in this highly unionized field and their impact on employment opportunities.

4. The willingness of available U.S. workers to fulfill the employer's prescribed itinerary.

B. Based on factors, such as the need to develop expertise, the concentration of activities for requests for aliens in entertainment, and the proximity to sources that know about the availability of U.S. performers in various entertainment fields, regional certifying officers in New York City, Dallas, and San Francisco are designated as the appropriate officials for issuing determinations on applications for temporary employment of aliens in the entertainment industry.

C. Offices of the State job services in New York City, Austin and Los Angeles are designated as Offices Specializing in Entertainment (OSEs). These offices shall receive temporary applications in the entertainment industry directly from employers within their jurisdiction for processing. Permanent applications in the entertainment industry, however, are processed by each State agency and the 10 regional offices.

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b. Final determination Form, ETA 7145T

Rescissions: GAL 23-82.

Expiration date: April 30, 1985.

Procedures for Temporary Labor Certifications in Nonagricultural Occupations

I. Background

The regulations at 20 CFR Part 621 govern the labor certification process for the temporary employment of nonimmigrant aliens in the United States in occupations other than in agriculture and logging. Occupations on Guam are treated separately under other regulations. The policies in Part 655—Labor Certification Process for the Temporary Employment of Aliens in the United States, and Part 652—Establishment and Functioning of State Employment Services are followed in processing and making determinations on temporary nonagricultural applications.

This document replaces all previous instructions and outlines general processing standards for temporary nonagricultural applications, except for professional athletes in team sports and employment in the entertainment industry.

Professional sports applications are processed by the National Office according to policies and procedures which evolved from negotiations with the INS, major and minor leagues, player organizations, and exports in the industry. Procedures for temporary applications in the entertainment industry are included in General Administration Letter No. 5-84.

II. Guidelines for Determining the Temporary or Permanent Nature of a Job Offer

To determine an alien's eligibility for admission on an H-2 visa, INS requires a Department of Labor certification based on adverse effect as well as availability *before* they rule on the temporary or permanent nature of the employment.

Because the availability test of U.S. workers in a given occupation can vary considerably depending on whether a job is permanent or temporary, the Department of Labor must consider whether in its judgment the job offered to an alien is, in fact, temporary or not. The guidelines below will help staff make this judgment:

A. Tests for determining the temporary or permanent nature of the employment are related to the job and job duties to be performed—not the person who will perform the duties; in other words, whether specific duties which the alien(s) will perform are needed for a temporary period or on a continuing basis—regardless of who will perform them.

The work must be above and beyond the employer's normal level of operation and not expected to become a part of the employer's future operations. Staff can consider the employer's "peakload" requirements, when temporary additions to permanent staff in an occupation are required due to seasonal or short-term demand, e.g., in resort establishments.

B. Answers to the following questions will help to determine the temporary or permanent nature of the job offered the alien(s):

1. Is the job included in the employer's regular business operation? If yes, are duties to be performed significantly different from the normal or regular operation? Is the equipment similar? Is the work of the same general skill and knowledge level?

2. Is the period for which the alien is requested reasonable in terms of the job to be done?

3. Are the number of aliens requested reasonable in terms of the job to be done and the time requested? Sometimes employers give "ball park" estimates which can be made more precise to avoid situations which would lead to less than full-time employment for U.S. workers and aliens alike.

4. Is this a request for an extension or does the employer often or repeatedly request temporary aliens? If yes, refer to item F

5. Is there another way that the employer might reasonably be expected to meet his/her needs?

C. Temporary employment should not be confused with part-time employment which does not qualify for temporary labor certification. Part-time concerns work hours, days, and weeks less than those normal for the occupation in the employment area.

D. INS has the ultimate authority to reject the Department of Labor's advice on temporary alien employment. However, if the Department of Labor is convinced that a job is not temporary and INS plans to or does admit the aliens as nonimmigrants, DOL will still not issue a certification.

E. If the Department of Labor learns that an employer for whom a permanent certification was issued, also applies for a temporary certification for the same job (generally because of visa problems), a notice should be issued to the employer that certification cannot be made and an appropriate explanation of the reasons.

F Some employers request extensions, sometimes several, for jobs represented as temporary. Others repeatedly request approval to bring in temporary workers. In such cases, State agencies and regional offices will assure that the employer is not evading its responsibility to obtain an adequate domestic work force; or—as stated earlier—an effort to substitute nonimmigrants when visa quotas cause delays in admitting immigrants. To help staff decide, they should consider the following:

1. Were previous extensions granted, and if so does the period covered exceed reasonable grounds for temporary work?

2. What reason does the employer give for incorrect time estimate(s)?

3. Has the availability picture or the prevailing wage changed?

4. Depending on the skill level and training time for the occupation and the industry practice on training, is it possible to train available workers?

5. If it is a higher skilled job, what, consistent with industry practice, is being done to upgrade current employed lower skilled workers and fill in behind them from the local work force?

6. What, consistent with industry practice, is being done to cross-train the present work force to handle peak demands?

7 If an apprenticable trade is involved, does the employer have, consistent with industry practice, the accepted ratio of apprentices to journeymen?

G. Repeated applications from the same employer should be subject to very close scrutiny and satisfactory answers to the same type of questioning as listed above. Also, the employer should be asked to document or explain in writing what is being done to overcome reliance on alien workers before a new certification is issued.

H. If a job for which a temporary alien worker is sought is not *truly* temporary in nature, decline to issue a certification even though U.S. workers are not available and wages being offered are prevailing.

III. Filing Instructions

A. An employer who wants to use foreign workers for temporary employment must file a temporary labor certification application (OMB Approval No. 1205-0015) with a local office of the State job service.

B. Every temporary application should include:

1. ETA 750, Part A, the offer of employment portion of the Application for Alien Employment Certification form signed by the employer. Note: Part B, Statement of Qualifications of Alien is not required.

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2. Documentation clearly showing the employer's efforts to recruit U.S. workers.

3. A statement explaining why the job opportunity cannot be performed by a permanent worker on a continuing basis.

C. To allow for enough recruitment of U.S. workers and enough processing time by State and regional offices, the local office shall advise employers to file requests for temporary labor certification at least 45 days before the labor certification is needed in order to receive a timely determination.

D. Unless the Certifying Officer specifies otherwise, the local office should return to employers' requests for temporary labor certification filed more than 120 days before the worker is needed and advise them to refile the application no more than 120 days before the worker is needed. This is necessary since the supply and availability of temporary U.S. workers change over short periods of time and an adequate test of the labor market cannot be made for a longer period.

E. More than one alien may be requested on an application if they are to do the same type of services in the same occupation, in the same area of employment during the same period. However, the number requested may not exceed the actual number of job openings.

F. If the employer's agent files the application, the employer must sign the statement on the Application for Alien Employment Certification which authorizes the agent to act on the employer's behalf. The employer is fully responsible for the accuracy of all representations made by the agent on the employer's behalf. An attorney must file a Notice of Appearance (Form G–28) naming the attorney's client(s).

G. Requests for temporary labor certification may be filed for employment up to, but not exceeding 12 months. If the original intended duration of the temporary employment requires nonimmigrant aliens for a finite period not exceeding 3 years, or if unforeseen circumstances require an extension of an approved certification, a new application must be submitted each period beyond 1 year. This allows the Department of Labor to make a current determination of the availability of and adverse effect on U.S. workers. The period (including extensions) for which a particular job may be certified for temporary alien(s) employment may not exceed 3 consecutive years, except for recurring peakload or seasonal employment.

H. When the job opportunity requires the work to be done in more than one area of employment, the application must include the itinerary or locations and duration of work in each location. Such applications will be filed with the local State Job Service office having jurisdiction over the area where the employment will begin.

IV State Job Service Processing

A. Upon receiving a request for temporary labor certification, the local office shall review the job offer for completeness. A job offer containing a wage below the prevailing wage for such employment in the local area is inappropriate and would adversely affect the wages of similarly employed U.S. workers. The local office shall determine the prevailing wage, guided by the regulations at 20 CFR 656.40.

B. If qualified U.S workers are registered with the local office, a job order should be prepared, using the information on the application, and placed into the regular ES system for 10 days. During this period, the local office should refer qualified applicants who walk-in and those in its active files.

C. The employer shall advertise the job opportunity, before or after filing the application, in a newspaper of general circulation for 3 consecutive days or in a professional, trade, or ethnic publication, whichever is most appropriate for the occupation and most likely to bring responses from U.S. workers. The advertisement shall:

1. Identify the employer's name, address, and location of the employment (except ads for aerospace engineers which shall be placed over the name of the local Job Service office) if other than the employer's location;

2. Describe the job opportunity with particularity;

3. State the rate of pay, which shall not be below the prevailing wage for the occupation;

4. Offer prevailing working conditions;

5. State the employer's minimum job requirements;

6. Offer wages, terms, and conditions of employment which are not less favorable than those offered to the alien.

D. The employer shall document that unions and other recruitment sources, appropriate for the occupation and customary in the industry, were unable to refer qualified U.S. workers.

E. The employer must provide the local office a copy of the advertisement showing the name of the publication and the dates published and written results of all recruitment which must:

1. Identify each recruitment source by name;

2. State the name, address, and telephone number and provide resumes (if submitted to the employer) of each U.S. worker who applied for the job; and

3. Explain the lawful job-related reasons for not hiring each U.S. worker.

F. After the recruitment period, the local office shall send the application, results of recruitment, prevailing wage findings, and other appropriate information to the State office for additional data and comments and transmission to the regional office.

V Temporary Labor Certification Determinations

A. The certifying officer shall determine whether to grant or to deny the temporary labor certification, or to issue a notice that the required determination cannot be made based on whether or not:

1. U.S. workers are available for the temporary employment opportunity:

a. The certifying officer, in judging if a U.S. worker is available for the temporary employment opportunity, shall determine from documented results of the employer and local office recruitment efforts if there are other appropriate sources of workers, where the employer shall have recruited or may recruit U.S. workers. If further recruitment is required, the application should be returned to the State Job Service Office with specific instructions for the additional recruitment.

b. To determine if a U.S. worker is available, the certifying officer shall consider U.S. workers living or working in the area of intended employment, and may also consider U.S. workers who are willing to move from elsewhere to take the job at their own expense, or at the employer's expense, if the prevailing practice among employers who employ workers in the occupation is to pay such relocation expenses.

c. The certifying officer shall consider a U.S. worker able and qualified for the job opportunity if the worker, by education, training, experience, or a combination thereof, can perform the duties involved in the occupation as customarily performed by other U.S. workers similarly employed and is willing to accept the specific job opportunity.

d. To determine if U.S. workers are available for job opportunities that will be performed in more than one location, workers must be available in each location on dates specified by the employer.

2. The employment of the alien will adversely affect wages and working conditions of U.S. workers similarly employed. To determine this, the certifying officer shall consider such things as labor market information, special circumstances of the industry, organization, and/or occupation, the

Butler's Exh. 78, p. 003

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EMPLOYMENT AND TRAINING ADMINISTRATION ADVISORY SYSTEM U.S. Department of Labor Washington, D.C. 20210	CLASSIFICATION Temporary Labor Certification/H-2B Entertainers
	CORRESPONDENCE SYMBOL DFLC
	ISSUE DATE May 31, 2006

ADVISORY: FOREIGN LABOR CERTIFICATION TRAINING AND EMPLOYMENT GUIDANCE LETTER NO. 31-05

TO: **FLC-NATIONAL PROCESSING CENTER DIRECTORS**
FLC-BACKLOG ELIMINATION CENTER DIRECTORS

FROM: **EMILY STOVER DeROCCO**
Assistant Secretary

SUBJECT: **Procedures for Temporary Labor Certification in the Entertainment Industry under the H-2B Visa Program**

1. **Purpose.** This guidance letter and its attachments replace and supersede prior operating procedures and policy guidance within the Employment and Training Administration (ETA) for H-2B certifications in the entertainment industry, including attachments I - IV of ETA Training and Employment Guidance Letter No. 4-03 (TEGL 4-03). This letter describes the special procedures in ETA governing the H-2B nonimmigrant labor certification process for temporary positions in the entertainment industry. This TEGL, as revised, identifies the Chicago National Processing Center as the Center designated to issue ETA determinations on applications for certification to employ temporary workers in the entertainment industry which are initially filed by employers with designated Offices Specializing in Entertainment (OSEs) within the State Workforce Agencies (SWAs). This is the only substantive change from previous procedures, under which ETA's New York City, Dallas, and San Francisco Regional Certifying Officers were designated to issue determinations on these applications.

2. **References.** 20 CFR §§655.1 through 655.4, and §656.40.

3. **Background.** The H-2B visa classification applies to foreign workers coming temporarily to the United States to perform nonagricultural work of a temporary or seasonal nature. The Code of Federal Regulations at Title 20, Part 655, Subpart A requires that, before petitioning the Department of Homeland Security's (DHS) United States Citizenship and Immigration Services (USCIS) for authorization to hire H-2B workers – which requires the filing of a nonimmigrant worker visa petition with USCIS – employers obtain: (1) a temporary labor certification from the Secretary of Labor advising USCIS that the employer has established, to the satisfaction of the Department of Labor (DOL), that no United States workers capable of performing the temporary services or labor are available and that the foreign worker's

RESCISSIONS: DFLC TEGL No.4-03	EXPIRATION DATE: Continuing

employment will not adversely affect the wages and working conditions of similarly employed United States workers, or, alternatively, (2) a notice from DOL that such a certification cannot be made.

For purposes of temporary employment of foreign workers under the H-2B program, DOL's certification addresses the occupational classification named in the employer's application and the (un)availability of qualified United States workers, not the qualifications of individual foreign worker(s) who might fill the employer's opening(s) in that occupational classification.

Due to the unique characteristics of the entertainment industry, the Employment and Training Administration has established the following procedures for the processing of employer applications for certification of temporary positions in that industry. These procedures clarify processing requirements and continue to provide that applications are filed with one of three state Offices Specializing in Entertainment and then centralize processing authority for temporary labor certifications related to the entertainment industry in the Chicago National Processing Center.

4. **Discussion.**

Operating Guidelines

A. The Certifying Officer at the Chicago National Processing Center is designated as the appropriate ETA official to issue determinations on applications for **temporary** employment of foreign workers in the entertainment industry.

B. Offices of the SWAs in New York, New York; Austin, Texas; and Sacramento, California; are designated as OSEs. These offices exclusively shall receive and process applications for certification of **temporary** positions in the entertainment industry. Each OSE shall accept applications directly from employers in its jurisdiction. The states served by each OSE are listed in Attachments 1 and 2 to this guidance. OSEs shall forward approved applications to the Chicago National Processing Center.

C. Canadian musicians who enter the United States to perform within a 50-mile area adjacent to the Canadian border for a period of 30 days or less are pre-certified and not subject to these procedures. In these cases, employers file nonimmigrant worker petitions directly with USCIS in accordance with USCIS guidelines.

D. The Virgin Islands Nonimmigrant Alien Adjustment Act of 1981, Pub. L. 97-271, limits temporary employment of entertainers in the U.S. Virgin Islands to periods not to exceed 45 days. Therefore, the period of labor certification for such applications may not exceed 45 days.

E. Occupations in the entertainment industry shall include performers and all technical and support personnel involved with a performance.

F. When a job offer contains requirements or conditions which preclude effective recruitment of United States workers, e.g., there is no employer in the United States, the OSE shall disregard the recruitment procedures below and immediately send the application to the Chicago National Processing Center for determination.

Butler's Exh. 79, p. 002

Procedures

A. Temporary labor certification applications for foreign workers in the entertainment industry shall be filed by employers with the OSE serving the area of intended employment (see map of OSE jurisdictions). Note: When the job opportunity requires the work to be performed in more than one OSE jurisdiction, the application should be filed with the OSE having jurisdiction over the area where the employment will begin.

B. To allow for sufficient recruitment of United States workers, and to give the OSE and the Chicago National Processing Center enough time to process the application and issue a timely determination, employers should be advised to file their applications at least 60 calendar days but no more than 120 days prior to the employment start date (date of need). The Department of Labor cannot assure a timely determination if the employer files an application for labor certification less than 60 days prior to its date of need. The OSE must return to the employer applications that are filed more than 120 days prior to the date of need.

C. When filed, the temporary application must include:

   1. A completed Form ETA-750, Part A, the "Offer of Employment" portion of the Alien Employment Certification form signed by the employer.

   2. An itinerary of locations and duration of work in each location, when there is more than one worksite.

   3. Documentation of the employer's efforts, if any, to recruit United States workers, and the results of those efforts.

D. The OSE shall review the application for completeness and determine the prevailing wage, guided by standards in regulations at 20 CFR §656.40 for each location listed in the itinerary.

E. The employer must specify a wage which meets or exceeds the prevailing hourly, daily, or weekly rate and covers each day of the workweek that the foreign worker is in the United States for the duration of the employment regardless of hours worked. The employer must be willing to pay the applicable wage for each location listed on the itinerary for work performed in that location.

F. The employer may advertise the job opportunity, before or after filing the application, in a national publication that is likely to bring responses from United States workers. The advertisement shall:

   1. Identify the employer's name, address, and the location of the employment, if other than the employer's location;

   2. Describe the job opportunity in detail;

   3. State the rate of pay, which shall not be below the prevailing wage for the occupation;

   4. Offer prevailing working conditions;

Butler's Exh. 79, p. 003

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United States Department of Labor

Wage and Hour Division

Wage and Hour Division (WHD)

U.S. Department of Labor

Employment Standards Administration
Wage & Hour Division
Washington D.C. 20210

May 2, 2007

FIELD ASSISTANCE BULLETIN NO. 2007-1

MEMORANDUM FOR REGIONAL ADMINISTRATORS
DISTRICT DIRECTORS

FROM:
PAUL DECAMP
Administrator

SUBJECT:
Enforcement Provisions Applicable to H-2B Workers

The H-2B visa program of the Immigration and Nationality Act (INA) allows employers to hire foreign workers to meet a temporary need for nonprofessional, nonagricultural skills. The Employment Training Administration issues H-2B labor certifications for use in securing H-2B visas. *See* www.foreign-laborcert.doleta.gov/h-2b.cfm.

The INA and its implementing regulations provide WHD **no** direct authority to enforce the conditions of H-2B visa petitions, including the prevailing wage. The INA does not, however, preclude application of WHD-enforced statutes to H-2B workers. Consequently, WHD enforces all applicable provisions of such laws (*e.g.*, the FLSA, SCA, DBRA, MSPA, and OSHAct FS/TLC) with respect to H-2B workers. Where it is the highest applicable minimum wage, the WHD will use the applicable H-2B prevailing wage (1) as the regular rate for FLSA OT [see FOH § 32j01 (Multiple minima) and FOH § 32j08(b) (Deductions in overtime weeks)], and (2) as the wages owed for work subject to MSPA.

The INA [8 U.S.C. § 1184(c)(14)] authorizes the Department of Homeland Security (DHS) to impose administrative remedies on, and deny future visa petitions filed by, employers who violate certain H-2B visa conditions . Questions concerning this authority should be directed to DHS.

Evidence concerning substandard housing conditions provided to H-2B nonimmigrant workers should be referred to the appropriate state or local housing authorities under the procedures set forth in FOH § 52a11. Evidence of such conditions must be considered in enforcing the FLSA if the employer is taking a wage credit for the housing under section 3(m). An employer cannot take a section 3(m) wage credit for the reasonable cost of providing housing for an employee if the housing is furnished in violation of any Federal, State, or local ordinance or prohibition. Normal procedures will be followed for all MSPA-covered employment including housing and transportation.

Workers' rights cards for H-2B workers are available, in English and Spanish, for distribution to H-2B workers and other interested parties.

EMPLOYMENT AND TRAINING ADMINISTRATION ADVISORY SYSTEM U.S. DEPARTMENT OF LABOR Washington, D. C. 20210	CLASSIFICATION H-2B Non-Agricultural Program
	CORRESPONDENCE SYMBOL OFLC
	ISSUE DATE June 12, 2007

ADVISORY: **FOREIGN LABOR CERTIFICATION TRAINING AND EMPLOYMENT GUIDANCE LETTER NO.** 27-06

TO: **OFLC-NATIONAL PROCESSING CENTER DIRECTORS**
STATE WORKFORCE AGENCY ADMINISTRATORS

FROM: **EMILY STOVER DeROCCO**
Assistant Secretary

SUBJECT: **Special Guidelines for Processing H-2B Temporary Labor Certification in Tree Planting and Related Reforestation Occupations**

1. **Purpose**. To outline special guidelines as part of the H-2B labor certification process for employers who desire to employ tree planters and related reforestation occupations in the United States.

2. **References**. Immigration and Nationality Act (INA) sec. 101(a)(15)(H)(ii)(b); 20 Code of Federal Regulations (CFR) Parts 652 and 655; 8 CFR 214.2(h)(6); Federal Register Notice, Vol. 70, No. 137, pps. 41430-41438; Migrant and Seasonal Agricultural Worker Protection Act, 29 U.S.C. 1801, et seq.; 29 CFR Part 500; and Training and Employment Guidance Letter (TEGL) 21-06, Procedures for H-2B Temporary Labor Certification in Non-Agricultural Occupations.

3. **Background**. The H-2B nonimmigrant program permits employers to hire foreign workers to come temporarily to the United States (U.S.) and perform temporary non-agricultural services or labor on a one-time, seasonal, peakload, or intermittent basis. The H-2B visa classification requires the Secretary of Homeland Security to consult with appropriate agencies before admitting H-2B nonimmigrants. Homeland Security regulations require the intending employer first to apply for a temporary labor certification from the Secretary of Labor advising the Department of Homeland Security's United States Citizenship and Immigration Services (USCIS) as to whether qualified U.S. workers are available, and whether the alien's employment will adversely affect the wages and working conditions of similarly employed U.S. workers, or a notice that such certification cannot be made prior to filing an H-2B visa petition with USCIS. Historically, H-2B applications for non-agricultural occupations were processed through the Employment and Training Administration's (ETA) Regional Offices.

RESCISSIONS	EXPIRATION DATE
None	Continuing

However, in December 2004, the Department opened two new National Processing Centers (NPCs), one each located in Atlanta and Chicago. These Centers have been designated to process applications to employ foreign workers for temporary positions under the H-2B program. The Department published a notice in the Federal Register (Vol. 70, No. 137, pages 41430-41438) on July 19, 2005, clarifying that employers must file two (2) originals of the ETA Form 750, Part A, directly with the State Workforce Agency (SWA) serving the area of intended employment and, once reviewed, the SWA will send the complete application to the appropriate NPC. That process does not apply to employer applications for emergency boilermakers, entertainers, logging, and professional team sports, which were given special filing instructions in the notice.

The guidelines outlined in this document work in conjunction with this centralized filing process, and ensure greater consistency in the processing of these H-2B applications through the Centers.

4. **Procedures for Tree Planting and Related Reforestation Activities.** Due to a number of complexities, special guidelines for processing H-2B applications for tree planting and related reforestation occupations are required. For example, although the occupations of Tree Planter, Forest Worker and Laborer, and Brush Clearer have many similarities to agriculture, they are not so classified under either the Internal Revenue Code or the Fair Labor Standards Act (FLSA). Therefore, under the Immigration and Nationality Act (INA) they are not authorized for the H-2A visa and must be processed as H-2B occupations. However, two court decisions (Bresgal v. Brock, 833 F. 2d 763 (9th Cir. 1987), and Bracamantes v. Weyerhauser Co., 840 F.2d 271 (5th Cir. 1988)) directed the Department to cover migrant and seasonal forestry workers under the Migrant and Seasonal Agricultural Worker Protection Act (MSPA). In addition, because forestry occupations may have elements of both agricultural and non-agricultural occupations or involve multi-state itineraries, these applications cannot be solely processed according to the general procedures for H-2B in TEGL 21-06.

   Attachment A outlines special guidelines for processing labor certification applications submitted by employers for occupations involved in tree planting and related reforestation activities under the H-2B program, subject to these special provisions. Unless otherwise specified in Attachment A, applications submitted for these occupations must comply with the requirements for H-2B applications contained in TEGL 21-06 issued on April 4, 2007.

5. **Effective Date.** This guidance applies to all temporary labor certification applications for occupations involved in tree planting and related reforestation activities received by the SWAs on or after July 1, 2007.

6. **Action Required.** NPC Directors and SWA Administrators are requested to provide Center and SWA staff involved in the processing of H-2B applications with a copy of these procedures.

7. **Inquiries.** Questions from State Workforce Agency staff should be directed to the appropriate NPC Certifying Officer.

8. **Attachment.**

   Attachment A: Special Guidelines for Occupations Involving Tree Planting and Related Reforestation Activities under the H-2B Program

Attachment A
Special Guidelines for Occupations Involving Tree Planting and Related Reforestation Activities under the H-2B Program

This section outlines special guidelines for employer applications involving tree planting and related reforestation occupations under the H-2B program. Unless otherwise specified in this attachment, applications submitted for these occupations must comply with the requirements for H-2B applications contained in TEGL 21-06 issued on April 4, 2007.

I. Application of Temporary Need Standards Involving Tree Planting and Related Reforestation Occupations

A. The employer's need for temporary non-agricultural services or labor in tree planting and related reforestation occupations must be justified to the NPC Certifying Officer under one of the following standards: (1) a one-time occurrence, (2) a seasonal need, (3) a peakload need, or (4) an intermittent need.

B. Tree planting and reforestation are predominantly seasonal activities determined by climatic conditions occurring once, or in some locations, twice a year. Although some applications for relatively short itineraries can be justified under the peakload standard, the employer's need for the services or labor to be performed may be more appropriately justified under the seasonal standard.

Employers will typically bid on a sequence of work contracts linking each seasonal activity into an itinerary covering, in some instances, a major portion of the year. Since tree planting and related reforestation activities are covered by the Migrant and Seasonal Agricultural Worker Protection Act (MSPA), the MSPA definition of "on a seasonal or other temporary basis" cited at 29 CFR 500.20 provides guidance for determining whether the job offer is for temporary employment. Under MSPA, "seasonal" basis means the following:

"Labor is performed on a seasonal basis, where, ordinarily, the employment pertains to or is of the kind exclusively performed at certain seasons or periods of the year and which, from its nature, may not be continuous or carried on throughout the year. A worker, who moves from one seasonal activity to another, while employed in agriculture or performing agricultural labor, is employed on a seasonal basis even though he may continue to be employed during a major portion of the year."

The term "other temporary basis" refers to employment where a worker is employed for a limited time only or where performance is contemplated for a particular piece of work, usually of short duration. Generally, employment which is contemplated to continue indefinitely is not temporary.

C. Whether the work to be performed, as described in a tree planting application, is temporary or permanent in nature will be determined by examining the employer's need for such workers for the duration of the itinerary. As with every request for H-2B labor certification, an employer's seasonal need of longer than 10 months, which is of a recurring nature, must be supported by compelling evidence to the NPC Certifying Officer that the employer's need for such work and the job opportunity itself are not ongoing or otherwise permanent. A peakload need longer than 10 months will not be certified.

II. Special Application Filing Procedures

A. An employer requesting temporary labor certification who meets the MSPA definition of a Farm Labor Contractor (FLC) (see item II(C)(1) below) must register as a FLC with the Department of Labor's Employment Standards Administration (ESA) before filing a H-2B application for workers who will be performing predominantly manual work, which includes, but is not limited to, tree planting, brush clearing, and precommercial tree thinning The employer must also provide proof of current registration, including proof of the registration of any Farm Labor Contractor Employees (FLCE - see item II(C)(1) below) at the time of filing. The FLC and FLCE certificate(s) of registration must be valid for the entire period of need. If the expiration date of the FLC or FLCE certificate(s) falls at any point during the period of need, the employer must submit a signed written assurance that an application for renewing FLC and FLCE certificate(s) will be submitted timely to ESA in order to attempt to ensure that the certificate(s) are valid during the entire period of need.

B. In situations where the employer is not properly registered as a FLC, the SWA must promptly return the application with a notification that the SWA cannot accept a job opportunity for a reforestation related occupation when the employer is not registered as a FLC.

C. Important FLC Terms and Information

1. A Farm Labor Contractor means any person, other than an agricultural employer, an agricultural association, or an employee of an agricultural employer or agricultural association, who, for any money or other valuable consideration paid or promised to be paid, performs any farm labor contracting activity. Farm labor contracting activities include recruiting, soliciting, hiring, employing, furnishing, and/or transporting workers. "Agricultural employer" includes any person who owns or operates a farm, ranch, processing establishment, cannery, gin, packing shed, or nursery, or who produces or conditions seed. "Agricultural association" means any nonprofit or cooperative association of farmers, growers, or ranchers incorporated or qualified under applicable State law. A farm labor contractor employee is a person who performs a farm labor contracting activity solely on behalf of a farm labor contractor holding a valid Certificate of Registration and who is not an independent farm labor contractor who would be required to register under the Act in his own right.

2. For information on how to apply as a FLC or FLCE or to obtain a listing of persons and companies currently registered, please contact the nearest office of the Employment Standards Administration (ESA), Wage and Hour Division. A current listing of the ESA District Offices can be obtained at the following website: http://www.dol.gov/esa/contacts/whd/america2.htm.

3. For information on individuals or companies who are not eligible to register as a FLC and may not engage in any activity as a FLC or as a Farm Labor Contractor Employee (FLCE) as defined by the Migrant and Seasonal Agricultural Worker Protection Act (MSPA), please visit the ESA website at the following address: http://www.dol.gov/esa/regs/statutes/whd/mspa_debar.htm.

4. Each facility or real property used to house and each vehicle used to transport workers must be described in the application. Housing and transport vehicles for MSPA-covered workers must be authorized for use on the FLC's certificate of

Butler's Exh. 81, p. 004

registration prior to use. Each driver of a vehicle transporting MSPA-covered workers must have an FLC or FLCE (Farm Labor Contractor Employee) certificate of registration that specifically authorizes driving (see II(A) above concerning expiration dates of FLC or FLCE certificates).

5. Prior to granting approval on a temporary labor certification application, the employer must submit a signed, written assurance that all registrations, permits, and/or other required licenses for vehicles, housing, or drivers will remain valid during the entire period of use.

D. Employers have the option of filing a single master application covering multiple itineraries **or** separate applications for each itinerary where the tree planting or related reforestation work will begin. Alaska, Hawaii, and the U.S. territories may not be included in multi-state itineraries.

1. Employers are permitted to develop and file an itinerary under the following conditions:

a. If the itinerary includes worksite locations covering multiple SWAs, the employer may submit a single application to the SWA where the itinerant employment will begin. In those instances where the start dates for each worksite location in the itinerary are exactly the same, the employer may submit a single application to any one of the SWAs covered by the itinerary. If the employment crosses NPC jurisdictions as well, the NPC that has jurisdiction over the SWA where the employment will begin shall process the application.

b. In situations where the worksite locations cover multiple SWAs, the states listed in the itinerary **must be contiguous or located within close geographic proximity to one another**. Itineraries where the worksite locations cover multiple states over widely separated geographic areas (e.g., Texas, Arkansas, and Idaho, or Georgia, Alabama, and Maine) are not normal to reforestation occupations and will not be permitted. Such itineraries make it extremely difficult for the Department to satisfy its statutory mandate for determining the availability of domestic workers as a predicate to temporary labor certification. An employer who seeks H-2B workers for job opportunities in one or more remote "downstream" states must file separate applications and job orders for those locations.

c. The employer must submit a signed and dated itinerary to the SWA with its application and include the following information:

- The names, physical addresses, telephone numbers, and wages offered in each worksite location. If no physical address and/or telephone number is available, the employer must provide as much geographic detail as possible (e.g., county/city/township/state corresponding to the itinerary time-frame) regarding the location of the crews performing the work;

- The total number of crews' and total number of workers in each crew; and

- The estimated start and end dates of work in each worksite location. Since the work of tree planting and related reforestation occupations are dependent on climatic conditions, the precise ending dates and subsequent contracts may not be defined at the time of placing a job order.

2. Employers are permitted to file a single master application for multiple itineraries under the following conditions:

   a. When examining the starting locations of each itinerary, the master application must be filed with the SWA where the largest number of job opportunities is being requested on the itineraries included in the master application. If the employment crosses NPC jurisdictions as well, the NPC that has jurisdiction over the SWA where the employment will begin shall process the application.

   b. The application must consist only of crews working for a single employer.

   c. The total range of the crews start dates cannot be more than 14 calendar days apart.

III. Special SWA Processing Instructions

A. SWAs should accept agent designations on the ETA Form 750, which is similar to filing procedures under the H-2A program. The employer's application to the SWA must include a copy of the "Agent Agreement" or similar document to substantiate that specific authority has been granted to the agent. (Note: As under the H-2A program, an "agent" who meets the definition of an FLC under MSPA (see II(A) and II(C)(1) above) must be registered as an FLC with ESA prior to engaging in any farm labor contracting activity. "Recruiting" and "soliciting" are farm labor contracting activities. If the employer is represented by an attorney, the attorney must file a Notice of Appearance (G-28) with the application package.

B. SWAs must review all itineraries to ensure each is normal to tree planting and related reforestation occupations (i.e., it is prevailing practice to start in a particular area; what type of itineraries are normal for contracts and the H-2B program), and contact the appropriate NPC Certifying Officer when they receive an itinerary that may not reflect prevailing practice.

C. Employers can require tree planter workers to perform **minor** related reforestation job activities such as tree seedling pulling, thinning, seed cone gathering, and pine straw gathering. These activities must be stipulated in the application and job order to apprise workers of the full scope of possible job duties.

D. A job opportunity containing a wage offer below the prevailing wage will not be accepted. In accordance with TEGL 21-06, the SWA shall determine the prevailing wage, guided by the regulations at 20 CFR § 656.40 and in accordance with Employment and Training Administration, Prevailing Wage Determination Policy Guidance, Non-Agricultural Immigration Programs, Revised May 9, 2005.

E. A job opportunity specifying that workers are to be paid on a piece rate basis must also guarantee the required hourly wage rate per pay period. The required hourly wage rate will be the prevailing wage rate determined by the SWA. If the piece rate does not result in average hourly piece rate earnings during the pay period at least equal to the amount the worker would have earned had the worker been paid at the hourly rate, the worker's pay must be supplemented to increase the earnings to the equivalent hourly level. In situations where workers will be paid on a piece rate basis, the job offer must identify the piece rate, the length of the pay period and the ending day of the week of the payroll period and date, and the minimum productivity required for job retention.

F. When commencing recruitment, the SWA shall prepare a job order, using the information on the application, and place it into the SWA job bank system for 10 calendar days. During this period, the SWA should refer qualified applicants who contact the local offices and those in its active job files. If the application indicates that work will be performed in other states in the itinerary, the SWA shall clear the job order for 10 calendar days with the appropriate state(s) where the work is to be performed and accept for referral to the employer qualified applicants from the state(s).

G. During the 10-day posting of the job order, the employer shall advertise the job opportunity in a newspaper of general circulation for 3 consecutive calendar days or in a readily available professional, trade or ethnic publication, whichever the SWA determines is most appropriate for the occupation and most likely to bring responses from U.S. workers. If the job opportunity is located in a rural area that does not have a newspaper with a daily edition, the employer shall use a daily edition with the widest circulation in the nearest urban area or such other publication as determined by the SWA.

H. The SWA intrastate and interstate job postings and employer advertisements must include the following information:

1. Identify the employer's name and direct applicants to report or send resumes to the SWA for referral to the employer.

2. Address of the SWA local office and job order number.

3. Description of the job opportunity with particularity, including a summary of the itinerary, duties to be performed, work hours and days, and, if applicable, benefits (e.g., housing and free transportation) and incentive wages (e.g., piece rates).

4. Starting locations and wages at each crew's starting location.

5. Notice if employees must purchase or rent tools.

6. Offer wages, terms, and conditions of employment which are not less favorable than those offered to the alien and are prevailing for the occupation, activity, and industry.

7. State the total number of job openings the employer intends to fill.

8. Notice that the job opportunity is temporary.

I. SWAs should examine all deductions (including housing, transportation, meals, tools, safety equipment, etc.) to determine if they are allowable in accordance with the Fair Labor Standards Act. To obtain more information on the propriety of the deduction(s), SWAs should contact the appropriate office of the ESA Wage and Hour Division. Consultation with the Wage and Hour Division is extremely important for those deductions which are for tools of the trade and other materials and services incidental to carrying on the employer's business. SWAs should contact the appropriate NPC if deductions are not in accordance with the prevailing practice for the area. SWA and ETA decisions regarding allowable deductions are not binding on the ESA Wage and Hour Division.

IV. Special Instructions for Completing the ETA Form 750, Part A

A. To ensure consistency in completing applications, employers and SWAs should use the following annotations:

a. Item #7 – Employers should write "See Attached Itinerary" and follow the instructions for itineraries under section II.D.

b. Item #10b – Employer should note the maximum number of hours required for overtime.

c. Item #12b – Employer should note "rate of pay" which shall be time and a half.

d. Item #13 - Production standards must be disclosed, and the employer must provide documentation to the SWA substantiating any standard higher than the prevailing practice in the industry. Most reforestation employers have been in the reforestation business for a sufficient number of years so as to have records/documents on file. Such records/documents can include, but are not limited to, past production records, improved equipment, statement of how terrain will impact production rate. SWAs should use their best judgment, based on prevailing practice, to accept or deny the employer's justification.

e. Item #15 – Specific requirements such as requiring employees to purchase tools or housing accommodations should be noted. In accordance with the MSPA, transportation, housing, and any other employee benefits to be provided and any costs to be charged for each of them must be disclosed to the workers. Further, if there is a relationship between the employer and the store to which employees are directed to purchase or rent tools, it must be disclosed to the employee. This information should also be stated in the job order.

B. In accordance with procedures established under TEGL 21-06, the SWA shall advise the employer to correct any deficiencies in the application before commencing recruitment. SWAs are authorized to close cases in circumstances where the employer fails to address all deficiencies in the application (correction letter) or respond in a timely manner to a recruitment letter.

DEPARTMENT OF LABOR

Employment and Training Administration

20 CFR Parts 655 and 656

RIN 1205–AB54

Labor Certification Process and Enforcement for Temporary Employment in Occupations Other Than Agriculture or Registered Nursing in the United States (H–2B Workers), and Other Technical Changes

AGENCY: Employment and Training Administration, Labor, in concurrence with the Wage and Hour Division, Employment Standards Administration, Labor.

ACTION: Proposed rule; request for comments.

SUMMARY: The Employment and Training Administration (ETA) of the Department of Labor (DOL or the Department) are proposing changes to modernize procedures for the issuance of labor certifications issued in connection with H–2B nonimmigrants admitted to perform temporary nonagricultural labor or services, and procedures to enforce compliance with attestations made by sponsoring employers. Specifically, the proposed rule re-engineers the application filing and review process by centralizing processing and by enabling employers to conduct pre-filing United States (U.S.) worker recruitment activities. In addition, the proposed rule makes changes that will enhance the integrity of the program through the introduction of post-adjudication audits and procedures for penalizing employers who fail to meet the requirements of the H–2B Program. In addition, through this proposed rule technical changes are being made to both the H–1B and the permanent labor certification regulations to reflect operational changes stemming from this regulation. Finally, although Congress has vested the Department of Homeland Security (DHS) with the statutory authority to enforce the H–2B Program requirements and the Department possesses no independent authority for such enforcement, this proposed rule describes potential H–2B enforcement procedures the Department could institute in the event that DHS and the Department work out a mutually agreeable delegation of enforcement authority from DHS to the Department.

DATES: Interested persons are invited to submit written comments on the proposed rule. Such comments must be received on or before July 7, 2008. Interested persons are invited to submit comments on the proposed forms mentioned herein; such comments must be received on or before July 21, 2008.

ADDRESSES: You may submit comments, identified by Regulatory Information Number (RIN) 1205–AB54, by only one of the following methods only:

- *Federal e-Rulemaking Portal www.regulations.gov.* Follow the Web site instructions for submitting comments.
- *Mail/Hand Delivery/Courier:* Please address all written comments (including disk and CD–ROM submissions) to Thomas Dowd, Administrator, Office of Policy Development and Research, U.S. Department of Labor, 200 Constitution Avenue, NW., Room N–5641, Washington, DC 20210.

Please submit your comments by only one method. The Department will post all comments received on *http://www.regulations.gov* without making any change to the comments, including any personal information provided. The *http://www.regulations.gov* Web site is the Federal e-rulemaking portal and all comments posted there will be available and accessible to the public. The Department cautions commenters not to include their personal information such as Social Security Numbers, personal addresses, telephone numbers, and e-mail addresses in their comments as such submitted information will become viewable by the public via the *http://www.regulations.gov* Web site. It is the responsibility of the commenter to safeguard his or her information. Comments submitted through *http://www.regulations.gov* will not include the commenter's e-mail address unless the commenter chooses to include that information as part of his or her comment.

Postal delivery in Washington, DC, may be delayed due to security concerns. Therefore, the Department encourages the public to submit comments via the Web site indicated above.

Docket: For access to the docket to read background documents or comments received, go the Federal eRulemaking portal at *http://www.regulations.gov.* The Department will also make all the comments it receives available for public inspection during normal business hours at the Office of Policy Development and Research at the above address. If you need assistance to review the comments, the Department will provide you with appropriate aids such as readers or print magnifiers. The Department will make copies of the rule available, upon request, in large print and as electronic file on computer disk. The Department will consider providing the proposed rule in other formats upon request. To schedule an appointment to review the comments and/or obtain the rule in an alternate format, contact the Office of Policy Development and Research at (202) 693–3700 (VOICE) (this is not a toll-free number) or 1–877–889–5627 (TTY/TDD).

FOR FURTHER INFORMATION CONTACT: For information on the H–2B labor certification process proposed in 20 CFR 655.1 to 655.35 contact Sherril Hurd, Acting Team Leader, Regulations Unit, Employment and Training, Administration (ETA), U.S. Department of Labor, 200 Constitution Avenue, NW., Room N–5641, Washington, DC 20210; Telephone (202) 693–3700 (this is not a toll-free number).

For information on the H–2B enforcement process proposed in 20 CFR 655.50 to 655.80 contact Michael Ginley, Office of Enforcement Policy, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, 200 Constitution Avenue, NW., Room S–3502, Washington, DC 20210. Telephone (202) 693–0745 (this is not a toll-free number).

Individuals with hearing or speech impairments may access the telephone number above via TTY by calling the toll-free Federal Information Relay Service at 1–800–877–8339.

SUPPLEMENTARY INFORMATION:

I. Background

A. Statutory Standard and Current Department of Labor Regulations

Section 101(a)(15)(H)(ii)(b) of the Immigration and Nationality Act (INA or the Act) defines an H–2B worker as a nonimmigrant admitted to the U.S. on a temporary basis to perform temporary nonagricultural labor or services. 8 U.S.C. 1101(a)(15)(H)(ii)(b). The Department's role in the H–2B visa program stems from its obligation, outlined in the statute and the regulations of DHS, to certify—upon application and sufficient demonstration by a U.S. employer intending to petition DHS to allow it to hire H–2B workers—that there are not enough able and qualified U.S. workers available for the position sought to be filled and that the employment of the foreign worker(s) will not adversely affect the wages and working conditions of similarly employed U.S. workers. 8 U.S.C. 1101(a)(15)(H)(ii)(b); 8 U.S.C. 1184(c)(1); see also 8 CFR 214.2(h)(6).

Section 214(c)(1) of the INA requires DHS to consult with appropriate

E. Attestation-Based Process

The Department is proposing to require employers to submit the new application directly to the Department by U.S. Mail or private mail courier to the Chicago NPC. The application will contain certain attestations to confirm employers' adherence to their obligations under the H–2B Program. The employer will be required to retain documentation confirming the contents of the attestations for the Department's review in audits or investigations. An employer will be required to attest, under penalty of perjury, that it has conducted the required recruitment, it has not found sufficient qualified U.S. workers, and it meets all of the requirements and obligations of the program, including temporary need and payment of the prevailing wages.

1. Benefits From an Attestation-Based Process

The Department anticipates the shift to an attestation-based process will reduce processing times while maintaining program integrity. Employers will be expected to comply with all requirements and obligations of the program and maintain appropriate documentation evidencing their compliance. The Department retains for itself the right to request such documentation made either in the course of application consideration, after the adjudication of an application, or through other permitted investigative means such as an investigation by the WHD.[6] These attestations and other information required by the application form will elicit information similar to that required by the current H–2B labor certification process showing the employer has performed the necessary activities to establish eligibility for labor certification.

The proposed application form will require specific attestations from the employer consistent with new § 655.22 and similar to the attestations made on the Form ETA–750 currently in use. For example, the employer will have to attest that it is offering and will provide wages and working conditions normal to workers similarly employed in the area of intended employment; that it will offer and pay wages equal to or in excess of the higher of the prevailing and applicable minimum wages for the entire period of employment under the labor certification; there is no strike, lockout, displacement, or work stoppage in the course of a labor dispute in the occupational classification in the place of employment; and, during the period of certified employment, the employer will comply with all Federal, State and local laws applicable to the employment opportunity.

An employer seeking to employ H–2B workers will attest that the wage is not based on commission, bonuses or other incentives, unless the employer guarantees a wage paid on a weekly, bi-weekly, or monthly basis that equals or exceeds the prevailing wage for the duration of the certified employment.

Several attestations will be added to those found on the current form. As a companion to enabling employers to conduct recruitment prior to filing the application, an employer will have to attest that it conducted the required recruitment before filing the application and was unsuccessful in locating sufficient numbers of qualified U.S. applicants and, moreover, it has rejected any U.S. workers only for lawful, job-related reasons. In the event of an RFI or audit, a CO may review the employer's documentation regarding U.S. applicants and determine whether these applicants were rejected only for lawful, job-related reasons.

As an additional condition of program participation, an employer will be required to attest that, upon the separation from employment of H–2B worker(s) employed under the certification, if such separation is prior to the end date of the employment as listed on the proposed *Application for Temporary Employment Certification*, the employer will notify the Department and DHS in writing of the separation from employment not later than 48 hours after the separation occurs. The notification is also required if an H–2B worker absconds from the employment prior to the end date of the employment on the application. The rationale for such notice is to ensure that when the basis for the foreign worker's status terminates, both the Department and DHS can take appropriate action.

Employers will, moreover, be required to inform foreign workers that they too have responsibilities under the H–2B Program. While most of the responsibilities attached to a foreign worker's status in the U.S. fall within the purview of DHS, it is within the Department's authority to establish employer requirements related to information to be provided new workers. To that end, with respect to foreign workers being employed under the H–2B Program, we find it warranted that employees be informed that a separation from employment triggers the requirement of departure, absent possession by the employee of continued valid status consistent with DHS regulations. DHS will establish a new land-border exit system for H–2B and other foreign workers to help ensure that departure follows the end of work authorization, regardless of whether it flows from a premature end or from the end of the authorized labor certification.

In addition, under new §§ 655.21 and 655.22(j), an employer seeking to employ H–2B workers will be required to attest that the job opportunity is for a full-time, temporary position. The H–2B Program has always required that the positions being offered be temporary and full-time in nature. The Department recognizes that some industries, occupations and States have differing definitions of what constitutes full-time employment. For example, certain landscaping positions are often classified as full-time for a 35-hour work week. The Department under new § 655.4 has provided a basic definition of full-time employment, but will continue to use its considerable experience in determining whether work is full-time for foreign labor certification purposes, based upon the customary practice in the industry in any investigation of this attestation.

Under new § 655.22(k), an employer seeking to employ H–2B workers will attest that it is not displacing any similarly employed permanent U.S. worker(s) in the occupation in the area of intended employment within the period beginning 120 days before the date of need and throughout the entire employment of the H–2B worker(s). Again, this is a new attestation, but the Department has historically considered an employer's layoffs of permanent U.S. workers in determining the availability of workers in a given job opportunity. Considering the effect of a layoff in the area of intended employment, particularly in positions which require little or no experience and which are temporary (and thus could be filled on a transitional basis by a laid-off worker seeking new opportunities), is a long-standing practice in evaluating applications in the H–2B Program. The integrity of the program depends on legitimate employer need. An employer cannot lay off a permanent U.S. worker in an occupation and then attest with any truthfulness that it has a need for a foreign temporary worker for a position which the laid-off U.S. worker could possibly fill. If there has been a layoff by the employer in the area of intended employment within 120 days of the date of need (evidenced by the requested date for certification on the application), the employer must document, in writing, it has notified and considered each of its own laid-off U.S. workers in

[6] The ability for the WHD, rather the Department of Homeland Security, to investigate is contingent upon the Department and DHS agreeing on a delegation of enforcement authority.

Butler's Exh. 82, p. 002

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the occupation and area of intended employment and the results of the notification and consideration. By requiring an employer to consider laid-off former employees in the area of intended employment and in the very occupation which the employer now seeks to fill, the Department considers this attestation requirement a necessary obligation for any employer seeking to hire workers under the H–2B Program. An employer may reject a U.S. worker, including potential workers from the pool of laid-off workers, but only for lawful, job-related reasons.

Under new § 655.22(m), an employer must attest that if it will place its employees at the job sites of other employers, it has made a bona fide inquiry into whether the other employer has displaced or intends to displace a similarly employed U.S. worker within the area of intended employment within the period beginning 120 days before and throughout the entire placement of the H–2B worker. In order to be able to honestly attest to this condition, the Department believes that the employer should inquire in writing to and receive a response in writing from the employer where the H–2B worker(s) will be placed. This can be done by exchange of correspondence or attested to by the secondary employer in the contract for labor services with the employer petitioning to bring in H–2B workers. This attestation at § 655.22(m) also requires the employer to attest that all worksites where the H–2B employee will work are listed on the *Application for Temporary Employment Certification.*

Under new § 655.22(l), an employer must attest that it has not and will not shift the costs of preparing or filing the application to the temporary worker, including the costs of domestic recruitment or attorneys' fees. The Department will continue to permit employers, consistent with the Fair Labor Standards Act (FLSA), to make reasonable housing and transportation deductions from a worker's pay for the reasonable cost of furnishing housing and transportation. The domestic recruitment, legal, and other costs associated with obtaining the labor certification are, however, business expenses necessary for or, in the case of legal fees, desired by, the employer to complete the labor certification application and labor market test. The employer's responsibility to pay these costs exists separate and apart from any benefit that may accrue to the foreign worker. Prohibiting the employer from passing these costs on to foreign workers allows the Department to protect the integrity of the process, protect the wage of the foreign worker from deterioration by deduction and protect the wages of U.S. workers from depression.

An employer seeking to employ H–2B workers will be required to attest that it will not place any H–2B workers employed pursuant to a certification outside the area of intended employment as listed on the proposed ETA *Application for Temporary Employment Certification.* The required testing of the availability of U.S. workers and the effect on their wages and working conditions would be rendered meaningless if an employer could move an H–2B worker to a new worksite outside the area of intended employment certified on the application. Employers may file H–2B applications based upon more than one worksite; in fact, applications listing multiple worksites are a common occurrence. However, moving an H–2B worker to a worksite outside the area of intended employment specified on the application negates the test of the labor market undertaken with respect to that job opportunity, leaving the U.S. workers in the area of employment without the benefit of the opportunity to apply for that position. Further, to the extent that such relocation is not provided for or is inconsistent with the terms of entry authorized by DHS and the Department of State (DOS)—terms built on the original labor certification—such activity calls into question the continued admissibility of the foreign worker.

As part of its role in H–2B labor certification determinations, the Department will continue to determine whether the employer has demonstrated that it has a need for foreign labor, and that the need is temporary. The employer will be required to attest and provide a short narrative demonstrating its temporary need. Congress has mandated the H–2B Program be used to fill only the temporary needs of employers where no unemployed U.S. workers capable of performing the work can be found. 8 U.S.C. 1101(a)(15)(H)(ii)(b). Therefore, job opportunities that are permanent in nature do not qualify for the H–2B Program. In this NPRM, the Department is proposing to consider a position to be temporary as long as the employer's need for the duties to be performed is temporary or finite, regardless of whether the underlying job is temporary or permanent in nature, as long as the temporary need is less than 3 years. The controlling factor is the employer's temporary need and not the nature of the job duties. *Matter of Artee Corp.*, 18 I&N Dec. 366 (Comm. 1982); Cf. *Global Horizons, Inc.* v. *DOL*, 2007–TLC–1 (November 30, 2006)(upheld the Department's position that a failure to prove a specific temporary need precludes acceptance of temporary H–2A application); see also 11 U.S. Op. Off. Legal Counsel 39 (1987).

Determining "temporariness" within the context of labor certification is fundamental to the Department's statutory function. DHS regulations make the temporary nature of the services or labor to be performed a threshold requirement for eligibility in the H–2B Program, and a core element in the definition each foreign worker must meet to be admissible under the visa. By definition, an H–2B worker must: (1) Be entering the U.S. temporarily to perform temporary services or labor; (2) not displace U.S. workers capable of performing such services or labor, and (3) not, by virtue of the employment, adversely affect the wages and working conditions of U.S. workers.

The definition of H–2B temporary need, as defined by DHS regulations, sets the general situational criteria and conditions under which an employer is permitted to seek a foreign worker. The employer may have only one of four types of temporary need: (1) A *one-time occurrence,* in which an employer demonstrates it has not had a need in the past for the labor or service and will not need it in the future, but needs it at the present time; (2) *seasonal need,* in which the employer establishes that the services or labor is recurring and is traditionally tied to a season of the year; (3) *peakload,* in which the employer needs to supplement its permanent staff on a temporary basis due to a short-term demand; or (4) an *intermittent need,* in which the employer demonstrates it occasionally or intermittently needs temporary workers to perform services or labor for short periods.

The proposed regulation leaves to the employer the ability to choose the documentation that best demonstrates its chosen standard of temporary need, to be retained by the employer and submitted in the event of an RFI, a post-adjudication audit or a WHD investigation. For most employers participating in the H–2B Program, demonstrating a seasonal or peakload temporary need can best be evidenced by summarized monthly payroll reports for a minimum of one previous calendar year that identify, for each month and separately for full-time permanent and temporary employment in the requested occupation, the total number of workers employed, the total hours worked, and total earnings received. Such reports, however, are not the only means by

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Questions - I have attached this as word doc, because the charts may not show in the email.

TLC, Chicago - ETA <tlc.chicago@dol.gov> Tue, Aug 12, 2008 at 3:12 PM
To: James Judkins <carnival.workforce@gmail.com>

The employer can chose to pay the highest prevailing wage for the entire tour or pay the appropriate prevailing wage at each location. So one date does not have priority, the employer can stipulate on the ETA 750 , advertisements and job order that an applicant must be able to travel with the show for the entire period of the tour. Wages are calculated on an hourly basis.

Employers are not obligated to pay for housing for the foreign worker under the H-2B program. However, if housing is offered to foreign workers, the same benefit must be available to U.S. workers. There is no "formula" to properly compensate a worker with a trailer. Again, the same working conditions and benefits offered to foreign workers must be afforded to U.S. workers.

The tour schedule provided by the employer is valid for advertising the general areas of travel to U.S. workers. The DOL does not expect to receive amendments to travel once the application is certified.

Sincerely,

Chicago National Processing Center

From: James Judkins [mailto:carnival.workforce@gmail.com]
Sent: Friday, July 18, 2008 9:50 AM
To: TLC, Chicago - ETA
Subject: Questions - I have attached this as word doc, because the charts may not show in the email.

I have been asked the following questions from clients and need information.

Nearly all of my clients are in the Carnival and Circus Industry. We travel to various locations, sometimes on a weekly or semi-weekly basis. Some shows stay close to home, some travel to various states. When the DOL ETA750A is prepared, the route (booked and proposed) is researched for prevailing wage and this is used as a basis of the application. It is our understanding that the Employer has the option of paying either the highest prevailing wage for the entire route or pay the prevailing rate in each community while in that community.

I have some comments and questions that I would like to have someone address to help me make sure that the information that we have is correct. Last year we were provided with some incorrect information, we distributed and acted upon that information and were shut out of visas for several of our associated clients and I want to make sure that there is no question as to the validity of the information that we have, act upon and distribute to members in our industry, clients and non-clients.

Comment 1: If a show plays in 30 communities and in 29 communities the prevailing wage is set at various figures, such as $8.00 per hour, but in the community the prevailing wage is set at $10.00

Butler's Exh. 83, p. 001

per hour, by offering the highest prevailing wage for the entire route the show may be at a competitive disadvantage to other shows that do not play that one community.

Comment & Question 2: If a show plays in 30 communities and in all 30 communities the prevailing wages differ, ranging for example, from $7.00 per hour to $11.00 per hour, first it would be a payroll nightmare to try to pay a different hourly wage in each community. If the pay week was from, for example, Sunday to Saturday, but the show generally set up on Thursday, performed on Friday, Saturday and Sunday and tore down and moved on Monday, the workers would be in payroll location A on Sunday and Monday, off on Tuesday and Wednesday, and in payroll location B on Thursday, Friday and Saturday. If the wages for location A and B were different, how would the wage be calculated? How would any overtime (if applicable) be calculated?

Comment & Question 3: It is rare that a show will have the entire seasons route booked 120 days prior to the opening of the season. And, even if the season is booked in advance, changes in the route can happen due to any number of reasons. A shopping center that booked the show for 10 consecutive seasons can be sold and the new owner cancels the contract, a natural disaster can cause dates to be cancelled or changed. When the route and prevailing wage is calculated, on the schedule should we indicate which locations are "booked" and which locations (if any) are "tentative"? If the route changes during the season, and ultimately the prevailing wage in the new community differs from the prevailing wage in the community that was originally booked, would this affect what the show is supposed to pay?

Comment & Question 4: Based upon Comments 1 & 2 above, it appears that the only options currently available to those in our industry are to pay either the highest prevailing wage or vary the wage for each community in which the show performs, based upon the prevailing wage in that community. Would it be possible to include a 3rd method of calculating the wage. This method would be by taking the number of expected days in each community and multiply that figure by the prevailing wage in that community. Do this for all of the towns played (or planned), add those figures up and then divide by the total number of days and that would give you an hourly figure that is the average for the route. Would this be an acceptable method? A simplified example follows:

So, the would advertise and pay $9.57/hour with $14.36 as the overtime rate in all of its locations. Would this be an acceptable method of calculating the prevailing wage?

Comment & Question 5: Shows that use the H2b program employ US Workers and Foreign Workers, working side by side. Some of the US Workers are long time workers and may have their own travel trailers and vehicles that they live in and must maintain. The foreign workers generally do not have the resources or desire to purchase their own travel trailers or vehicles, they send their funds home to their families and buy property and residences in their home countries, because their intention is to return to their home counties. Many times the show will provide living quarters and transportation for these employees. If the employer pays the US Workers and the foreign workers the same pay, but provides the foreign workers with housing and transportation, then the employer could be subject to charges of discrimination from the US Workers.

Can the employer state a fair and reasonable value for the transportation and housing, for example $15.00 per day or $105.00 per week (much less than the cost of the worker having to provide their own transportation and housing) and include that value in the rate of pay to the employee? An example is below:

So, the worker that has his own housing would receive a gross pay of $276.60 plus a travel/housing

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allowance of $105.00 to come with a prevailing wage of $9.54/hc in this example. The worker that was provided housing and transportation by the employer would receive $276.60 plus travel/housing valued at $105.00 per week to come up with the same prevailing wage in this example.

Are these allowed? Or is there a formula that is allowed in the program to make sure that all workers, both foreign and domestic are treated equally, fairly and legally?

Comment and Question 6. According to the Federal Fair Labor Standards Act many of the employers that I deal with are Amusement and Recreation Facilities and are exempt from these rules due to the exemptions written into the statute. Many states have laws that mirror the federal statutes (and some differ). If an employer is exempt from the Federal Fair Labor Standards Act and seeks to be part of the H2b program, does it mean that the exemption is still valid? Or does it mean that the employer loses the exemption? Or does it mean that the employer loses the exemption for the foreign workers, but retains the exemption for the US Workers?

I would appreciate receiving guidance on these issues because I have received various answers from the sources that I have talked to and want to make sure that the basis for our actions and advice as we consult with various clients is based upon legislative, regulatory and procedural fact.

Thank you.

James K Judkins, President

JKJ Workforce Agency
32775 FM 106
Rio Hondo, TX 78583
Phone: 956-748-0550 - Cell: 702-524-8306
Fax: 956-748-0553 EFax: 510-588-5547
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DEPARTMENT OF LABOR

Employment and Training Administration

20 CFR Part 655

Wage and Hour Division

29 CFR Parts 501, 780, and 788

RIN 1205–AB55

Temporary Agricultural Employment of H–2A Aliens in the United States; Modernizing the Labor Certification Process and Enforcement

AGENCY: Employment and Training Administration, and Wage and Hour Division, Employment Standards Administration, Labor.

ACTION: Final rule.

SUMMARY: The Department of Labor (DOL or Department) is amending its regulations regarding the certification for the temporary employment of nonimmigrant workers in agricultural occupations on a temporary or seasonal basis, and the enforcement of the contractual obligations applicable to employers of such nonimmigrant workers.

This final rule re-engineers the process by which employers obtain a temporary labor certification from the Department for use in petitioning the Department of Homeland Security (DHS) to employ a nonimmigrant worker in H–2A (agricultural temporary worker) status. The final rule utilizes an attestation-based application process based on pre-filing recruitment and eliminates duplicative H–2A activities currently performed by State Workforce Agencies (SWAs) and the Department. The rule also provides enhanced enforcement, including more rigorous penalties, to complement the modernized certification process and to appropriately protect workers.

DATES: This final rule is effective January 17, 2009.

FOR FURTHER INFORMATION CONTACT: For further information about 20 CFR part 655, subpart B, contact William L. Carlson, Administrator, Office of Foreign Labor Certification, Employment and Training Administration, U.S. Department of Labor, 200 Constitution Avenue, NW., Room C–4312, Washington, DC 20210. Telephone: (202) 693–3010 (this is not a toll-free number). Individuals with hearing or speech impairments may access the telephone number above via TTY by calling the toll-free Federal Information Relay Service at 1–800–877–8339.

For further information regarding 29 CFR part 501, contact James Kessler, Farm Labor Team Leader, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, 200 Constitution Avenue, NW., Room S–3510, Washington, DC 20210; Telephone (202) 693–0070 (this is not a toll-free number). Individuals with hearing or speech impairments may access the telephone number above via TTY by calling the toll-free Federal Information Relay Service at 1–800–877–8339.

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I. Background Leading to the NPRM

A. Statutory Standard and Current Department of Labor Regulations

The H–2A visa program provides a means for U.S. agricultural employers to employ foreign workers on a temporary basis to perform agricultural labor or services when U.S. labor is in short supply. Section 101(a)(15)(H)(ii)(a) of the Immigration and Nationality Act (INA or the Act) (8 U.S.C. 1101(a)(15)(H)(ii)(a)) defines an H–2A worker as a nonimmigrant admitted to the U.S. on a temporary or seasonal basis to perform agricultural labor or services. Section 214(c)(1) of the INA (8 U.S.C. 1184(c)(1)) mandates that the Secretary of DHS consult with the Secretary of the Department of Labor (the Secretary) with respect to adjudication H–2A petitions, and, by cross-referencing Section 218 of the INA (8 U.S.C. 1188), with determining the availability of U.S. workers and the effect on wages and working conditions. Section 218 also sets forth further details of the H–2A application process and the requirements to be met by the agricultural employer.

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is necessary for the appropriate enforcement of the H–2A program and its requirements. By requiring a supplemental report, the Department is not requiring a duplicative effort but is in fact effectively requiring employers to split the current comprehensive total report (of all referrals that are required to be reported) into two smaller, more manageable reports. The Department does not believe that this splitting of the comprehensive total report will require significantly more effort on the part of employers.

Several commenters specifically mentioned the timing of the recruitment report as the biggest problem with the requirement. One farm association noted that since the initial application cannot be submitted without the recruitment report, and the recruitment report must be prepared not more than 60 days prior to the date of need, the application itself cannot be filed until 60 days ahead of time. In order to rectify this issue, the commenter believed the application itself should be required to be filed not more than 60 days prior to the date of need. Another farm association suggested that the timeline for the recruitment report be moved up to no later than 45 days before the date of need, rather than 60 days before the date of need. The Department also received comments in support of the supplemental recruitment reports.

The Department has learned through experience that if recruitment is begun no more than 45 days before the date of need, it is virtually impossible for the Department to receive an adequate recruitment report by the time it is statutorily required to make a certification determination 30 days before the date of need. As discussed above, we have in response to comments amended the timeframe for pre-filing recruitment to reflect a recruitment period closer to the date the workers are needed. In addition, in accordance with the revisions to the time frame specified in § 655.102(e) for submitting job orders, the original proposal regarding the timing of the filing of recruitment reports has been revised in the Final Rule and now provides that the initial recruitment report may not be prepared more than 50 days prior to the employer's date of need. The Final Rule also revises the proposed timing for the completion of the supplemental recruitment report, and now requires the employer to update the recruitment report within 2 business days following the last date that the employer is required to accept referrals; that is, the end of the recruitment period as specified in § 655.102(f)(3). With respect to employers who wish to file an *Application for Temporary Employment Certification* prior to 50 days before the date of need, they are welcome to do so to initiate processing of the application, but the application will not be considered to be complete, and thus eligible for a final determination, until the initial recruitment report is submitted.

Finally, the Department has made additional clarifying edits to the regulatory text. These edits are to ensure this provision comports with other sections of this Final Rule, to improve readability, and to clarify its requirements. These include the deletion of the redundant phrase "who applied or was referred to the job opportunity" which appeared twice in the NPRM paragraph (k)(2) (which is now (k)(1)(iii)); simplifying the reference to the contents of the supplemental recruitment report through the use of cross-references; and placing the paragraph regarding the updating of recruitment reports before the paragraph regarding document retention requirements. In addition, the Department has added a requirement that the recruitment report must contain the original number of openings advertised. This last addition will enable the Department to grant an employer a partial certification in the event it can meet part but not all of its need through the recruitment of U.S. workers.

Section 655.103 Advertising Requirements

The Department proposed detailed instructions for the content of the newspaper advertisements to be placed by employers as part of the required pre-filing recruitment in § 655.103. A few comments were received on the specific contents of the ads. Other comments regarding the rule's advertising requirements are discussed in the section of the preamble pertaining to § 655.102(g).

An association of growers/producers commented that the advertising requirements are inefficient and wasteful, particularly when "numerous virtually identical ads are appearing at the same time." Another association suggested that employers be allowed to advertise jobs by simply referencing the job order placed with the SWA, and suggested that employers should not be required to include all of the detailed information contained in the proposed regulation. Another association suggested that if more than one grower is simultaneously recruiting in an area covered by only one newspaper, their ads should be combined and placed by the SWA. The association suggested that the names of the growers could all be provided in the ad, but applicants would be directed to the SWA to get additional information about the jobs and referrals to the employers.

The Department has considered but declines to adopt these suggestions at this time. The Final Rule significantly clarifies the H–2A advertising requirements. The Department believes that it has struck a careful and appropriate balance, based on its program experience, between the expense of advertising to employers and workers' need for basic job information when considering whether to pursue advertised employment opportunities.

The Final Rule contains several clarifying and conforming changes to the proposed text for § 655.103, none of which are substantive. The Final Rule also paraphrases in § 655.103 the equal treatment requirement already stated in § 655.104(a). Section 655.103 requires that an employer's recruitment "must contain terms and conditions of employment which are not less favorable than those that will be offered to the H–2A workers."

Section 655.104 Contents of Job Offers

(a) Section 655.104(a) Preferential Treatment of Aliens

The Department's proposed regulation stated: "The employer's job offer shall offer no less than the same benefits, wages, and working conditions that the employer is offering, intends to offer, or will provide to H–2A workers." A group of farmworker advocacy organizations opposed the removal of the words "U.S. worker" from this section of the rule. This commenter believes that the proposed wording allows employers to treat U.S. workers less favorably than H–2A workers.

While the Department does not agree that the new wording would have allowed employers to treat U.S. workers any less favorably than H–2A workers, the words "U.S. worker" have been reinserted.

(b) Section 655.104(b) No Less Than Minimum Offered

The NPRM proposed that the "job duties and requirements specified in the job offer shall be consistent with the normal and accepted duties and requirements of non-H2A employers in the same or comparable occupations and crops in the area of intended employment and shall not require a combination of duties not normal to the occupation." Several commenters expressed concern that the proposed requirements would prove unworkable,

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not have deleted the current language mandating approval from the Department if employers seek to require employees to purchase any tools and equipment because it is common practice to do so. The "common practice" standard is not new, but has been carried over from the current regulation. Whether a common practice exists will still be a determination of fact to be decided by the Department and not by the employer. The only change in this determination is that the employer will now bear the burden of proof in the event of an audit or investigation to show that the practice claimed is common. In determining whether a practice is "common" in a particular area, the Department will apply a simple mathematical formula. If an employer can demonstrate that 25 percent of non-H–2A workers in the crop activity and occupation in the particular area are required to provide tools or equipment, the Department will consider the practice to be "common." This simple standard will be relatively easy to administer, and will ensure that employers have fair notice of their legal obligations.

Clarifying language was also inserted referencing the requirements of sec. 3(m) of the Fair Labor Standards Act, 29 U.S.C. 203(m) (FLSA), which does not permit deductions for tools or equipment primarily for the benefit of the employer that reduce an employee's wage below the wage required under the minimum wage, or, where applicable, the overtime provisions of the FLSA.

(g) Section 655.104(g) Meals

Section 655.104 (g) concerns the provision of meals to workers and the amount employers may charge workers for meals each day. Although the Department proposed no changes to this section, a few comments were received stating that the amount allowed to be charged/reimbursed does not reflect the true cost of the employer's providing or the worker's purchase of meals. Section 655.114 provides for annual adjustments of the previous year's allowable meal charges based upon Consumer Price Index (CPI) data. Each year the maximum charges allowed are adjusted from the charges allotted the previous year by the same percentage as the twelve-month percent change in the CPI for all Urban Consumers for Food (CPI–U for Food) between December of the year just concluded and December of the year prior to that. The Department reminds employers of their ability to petition for higher meal charges, a practice that has been continued in the Final Rule in § 655.114. The amount of the meal charge, which in the NPRM was listed in § 655.104(g), has for purposes of clarity been listed instead in § 655.114.

(h) Section 655.104(h) Transportation

Existing regulations at § 655.102(b)(5) require employers to provide or pay for workers' daily subsistence and transportation from the place from which the worker has come to the place of employment. The employer is to advance these costs to the worker when it is the prevailing practice of non-H–2A employers in the occupation and area to do so. If the employer has not advanced transportation and subsistence costs or otherwise provided or paid for these costs and the worker completes 50 percent of the work contract period, the employer is required to reimburse the worker for these costs at that time. The Department proposed no change to this requirement, but sought comments and information on the costs and benefits to employers and workers of continuing to require employers to pay for the workers' inbound and outbound (return) subsistence and transportation costs.

The Department received several comments on this requirement. Some comments from employers and employer associations advocated that employers and employees should share the costs of workers' inbound subsistence and transportation. These commenters argued that both employees and employers benefit from the H–2A employment relationship and therefore should share the costs. Others suggested that the employees should bear the full cost of their inbound subsistence and transportation, arguing that the inbound travel employment once they are in the country. Some commenters also noted that no other nonimmigrant work-related program requires employers to pay for the workers' inbound subsistence and transportation.

Comments from employee advocates urged the Department to continue the requirement that employers provide or pay for workers inbound subsistence and transportation costs, asserting that inbound subsistence and transportation costs:

> [a]re necessary for many reasons—to attract U.S. workers; to encourage employers to fully employ the workers in whom they have invested and to recruit only those workers needed; * * * and, because farmworkers wages are so low, to prevent farmworkers from becoming even more deeply indebted (and more exploitable) or from seeking low-cost transportation that is often unregulated and deadly.

While there was disagreement among commenters on the current requirement that employers pay inbound subsistence and transportation, there was agreement that employers should continue to pay for workers' outbound transportation. Employer and worker advocate commenters agreed that payment of outbound travel is a critical means to help ensure that workers depart the U.S. at the end of their H–2A contract.

Many comments addressed the timing of reimbursement to workers for inbound subsistence and transportation costs. Most commenters referenced the appellate court's decision in *Arriaga* v. *Florida Pacific Farms*, L.L.C., 305 F.3d 1228 (11th Cir. 2002), which held that growers violated the minimum wage provisions of the FLSA by failing to reimburse farmworkers during their first workweek for travel expenses (and visa and immigration fees) paid by the workers employed by the growers under the H–2A program. Under the FLSA, pre-employment expenses incurred by workers that are properly business expenses of the employer and primarily for the benefit of the employer are considered "kick-backs" of wages to the employer and are treated as deductions from the employees' wages during the first workweek. 29 CFR 531.35. Such deductions must be reimbursed by the employer during the first workweek to the extent that they effectively result in workers' weekly wages being below the minimum wage. 29 CFR 531.36. Although the employer in the *Arriaga* case did not itself make direct deductions from the workers' wages, the Court held that the costs incurred by the workers amounted to "de facto deductions" that the workers absorbed, thereby driving the workers' wages below the statutory minimum. The Eleventh Circuit reasoned that the transportation and visa costs incurred by the workers were primarily for the benefit of the employer and necessary and incidental to the employment of the workers and stated that "[t]ransportation charges are an inevitable and inescapable consequence of having H–2A foreign workers employed in the United States; these are costs which arise out of the employment of H–2A workers." Finally, the court held that the growers' practices violated the FLSA minimum wage provisions, even though the H–2A regulations provide that the transportation costs need not be repaid until the workers complete 50 percent of the contract work period. The Eleventh Circuit noted that the H–2A regulations require employers to comply with applicable federal laws, and in accepting the contract orders in this case, the ETA Regional Administrator informed the growers in writing that their obligation

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to pay the full FLSA minimum wage is not overridden by the H–2A regulations.

Comments from employers recommended continuing the Department's requirement that workers be reimbursed at the 50 percent point of the work contract, stating that the current policy appropriately balances the interests of employers and employees by creating an incentive for employees to complete at least half of the contract. Many employers urged the Department not to require immediate reimbursement to workers and that the Department:

> should explicitly state that an employer of H–2A workers does not have an obligation under the INA, the Fair Labor Standards Act ("FLSA"), or DOL regulations to reimburse a worker's in-bound transportation expense until the 50 percent point of the work contract and that if a worker's payment of inbound transportation and subsistence costs reduces his/her first week's wage below the minimum wage, such reduction does not result in a violation of the FLSA.

Employee advocates, on the other hand, pressed the Department to require employers to comply with the FLSA which, they state, requires the reimbursement of costs at the beginning of employment when those costs are for the benefit of the employer and effectively reduce the workers' weekly income below the minimum wage. Another employee advocate suggested that the Department consider requiring H–2A employers to advance to workers inbound costs and to pay referral fees to domestic labor contractors to encourage the movement of low-wage U.S. workers to labor shortage areas.

After due consideration of the comments, the Department has determined to continue the current policy of requiring employers to provide or pay for workers' inbound and outbound subsistence and transportation and the corresponding requirement for reimbursement of such inbound costs upon the worker's completion of 50 percent of the work contract period. Thus, reimbursement at the 50 percent point is all that the Final Rule requires pursuant to the Department's rulemaking authority under the INA. Moreover, the Department believes that the better reading of the FLSA and the Department's own regulations is that relocation costs under the H–2A program are not primarily for the benefit of the employer, that relocation costs paid for by H–2A workers do not constitute kickbacks within the meaning of 29 CFR 531.35, and that reimbursement of workers for such costs in the first paycheck is not required by the FLSA.

The FLSA requires employers to pay their employees set minimum hourly wages. 29 U.S.C. 206(a). The FLSA allows employers to count as wages (and thus count toward the satisfaction of the minimum wage obligation) the reasonable cost of "furnishing [an] employee with board, lodging, or other facilities, if such board, lodging, or other facilities are customarily furnished by such employer to his employees." 29 U.S.C. 203(m). The FLSA regulations provide that "[t]he cost of furnishing 'facilities' found by the Administrator to be primarily for the benefit or convenience of the employer will not be recognized as reasonable [costs within the meaning of the statute] and may not therefore be included in computing wages." 29 CFR 531.3(d)(1). The FLSA regulations further provide examples of various items that the Department has deemed generally to be qualifying facilities within the meaning of 29 U.S.C. 203(m), see 29 CFR 531.32(a), as well as examples of various items that the Department has deemed generally not to be qualifying facilities, *see* 29 CFR 531.3(d)(2), 29 CFR 531.32(c).

Separate from the question whether items or expenses furnished or paid for by the employer can be counted as wages paid to the employee, the FLSA regulations contain provisions governing the treatment under the FLSA of costs and expenses incurred by employees. The regulations specify that wages, whether paid in cash or in facilities, cannot be considered to have been paid by the employer and received by the employee unless they are paid finally and unconditionally, or "free and clear." 29 CFR 531.35. Thus, "[t]he wage requirements of the Act will not be met where the employee 'kicks-back' directly or indirectly to the employer or to another person for the employer's benefit the whole or part of the wage delivered to the employee. This is true whether the 'kick-back' is made in cash or in other than cash. For example, if the employer requires that the employee must provide tools of the trade that will be used in or are specifically required for the performance of the employer's particular work, there would be a violation of the Act in any workweek when the cost of such tools purchased by the employee cuts into the minimum or overtime wages required to be paid him under the Act." *Id.* The regulations treat employer deductions from an employee's wages for costs incurred by the employer as though the deductions were a payment from the employee to the employer for the items furnished or services rendered by the employer, and applies the standards set forth in the "kick-back" provisions at 29 CFR 531.35 to those payments. Thus, "[d]eductions for articles such as tools, miners' lamps, dynamite caps, and other items which do not constitute 'board, lodging, or other facilities'" are illegal "to the extent that they reduce the wages of the employee in any such workweek below the minimum required by the Act." 29 CFR 531.36(b).

In sum, where an employer has paid for a particular item or service, under certain circumstances it may pursuant to 29 U.S.C. 203(m) count that payment as wages paid to the employee. On the other hand, when an employee has paid for such an item or service, an analysis under 29 CFR 531.35 is required to determine whether the payment constitutes a "kick-back" of wages to the employer that should be treated as a deduction from the employee's wages.

The *Arriaga* court seems to have assumed that all expenses necessarily fall into one of these two categories—that either they qualify as wages under 29 U.S.C. 203(m) or they constitute a "kick-back" under 29 CFR 531.35. *See Arriaga,* 305 F.3d at 1241–42 (stating that if a payment "may not be counted as wages" under 29 U.S.C. 203(m), then "the employer therefore would be required to reimburse the expense up to the point the FLSA minimum wage provisions have been met" under 29 CFR 531.35 and 29 CFR 531.36). That is incorrect. For example, if an employer were to give an employee a valuable item that was not "customarily furnished" to his or her employees, the employer would not be able to count the value of that item as wages under 29 U.S.C. 203(m) unless the employer "customarily furnished" the item to his or her employees. Nevertheless, since the employee paid nothing for that item, it clearly would not constitute a "kick-back" of wages to the employer that would have to be deducted from the employee's wages for purposes of determining whether the employer met its minimum wage obligations under 29 U.S.C. 206(a). Similarly, if a grocery employee bought a loaf of bread off the shelf at the grocery store where he or she worked as part of an arms-length commercial transaction, the payment made by the employee to the employer would not constitute a "kick-back" of wages to the employer, nor would the loaf of bread sold by the employer to the employee be able to be counted toward the employee's wages under 29 U.S.C. 203(m). Both parties would presumably benefit equally from such a transaction—it would neither be primarily for the benefit of the employer, nor would it be primarily for the benefit of the employee.

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Expenses paid by an employer that are primarily for the employer's benefit cannot be counted toward wages under 29 U.S.C. 203(m). *See* 29 CFR 531.3(d). Similarly, expenses paid by an employee cannot constitute a "kick-back" unless they are for the employer's benefit. *See* 29 CFR 531.35. An analysis conducted under 29 U.S.C. 203(m) determining that a particular kind of expense is primarily for the benefit of the employer will thus generally carry through to establish that the same kind of expense is primarily for the benefit of the employer under 29 CFR 531.35. Each expense, however, must be analyzed separately in its proper context.

The question at issue here is whether payments made by H–2A employees for the cost of relocating to the United States, whether paid to a third party transportation provider or paid directly to the employer, constitutes a "kick-back" of wages within the meaning of 29 CFR 531.35. If the payment does constitute a "kick-back," then the payment must, as the *Arriaga* court decided, be counted as a deduction from the employee's first week of wages under the FLSA for purposes of determining whether the employer's minimum wage obligations have been met.

The Department does not believe that an H–2A worker's payment of his or her own relocation expenses constitutes a "kick-back" to the H–2A employer within the meaning of 29 CFR 531.35. It is a necessary condition to be considered a "kick-back" that an employee-paid expense be primarily for the benefit of the employer. The Department need not decide for present purposes whether an employee-paid expense's status as primarily for the benefit of the employer is a *sufficient* condition for it to qualify as a "kick-back," because the Department does not consider an H–2A employee's payment of his or her own relocation expenses to be primarily for the benefit of the H–2A employer.

Both as a general matter and in the specific context of guest worker programs, employee relocation costs are not typically considered to be "primarily for the benefit" of the employer. Rather, in the Department's view, an H–2A worker's inbound transportation costs either primarily benefit the employee, or equally benefit the employee and the employer. In either case, the FLSA and its implementing regulations do not require H–2A employers to pay the relocation costs of H–2A employees. *Arriaga* misconstrued the Department's regulations and is wrongly decided.

As an initial matter, any weighing of the relative balance of benefits derived by H–2A employers and employees from inbound transportation costs must take into account the fact that H–2A workers derive very substantial benefits from their relocation. Foreign workers seeking employment under the H–2A nonimmigrant visa program often travel great distances, far from family, friends, and home, to accept the offer of employment. Their travel not only allows them to earn money—typically far more money than they could have in their home country over a similar period of time—but also allows them to live and engage in non-work activities in the U.S. These twin benefits are so valuable to foreign workers that these workers have proven willing in many instances to pay recruiters thousands of dollars (a practice that the Department is now taking measures to curtail) just to gain access to the job opportunities, at times going to great lengths to raise the necessary funds. The fact that H–2A farmworkers travel such great distances and make such substantial sacrifices to obtain work in the United States indicates that the travel greatly benefits those employees. Many of the comments received by the Department support this conclusion.

Most significantly, however, the Department's regulations explicitly state that "transportation furnished employees between their homes and work where the travel time does not constitute hours worked compensable under the Act and the transportation is not an incident of and necessary to the employment" are qualifying "facilities" under 29 U.S.C. 203(m). 29 CFR 531.32(a). As qualifying facilities, such expenses cannot by definition be primarily for the benefit of the employer. 29 CFR 531.32(c). The wording of the regulation does not distinguish between commuting and relocation costs, and in the context of the H–2A program, inbound relocation costs fit well within the definition as they are between the employee's home country and the place of work.

The *Arriaga* court ruled that H–2A relocation expenses are primarily for the benefit of the employer in part because it believed that under 29 CFR 531.32, "a consistent line" is drawn "between those costs arising from the employment itself and those that would arise in the ordinary course of life." 305 F.3d at 1242. The court held that relocation costs do not arise in the ordinary course of life, but rather arise from employment. *Id.* Commuting costs and relocation costs cannot be distinguished on those grounds, however. Both kinds of expenses are incurred by employees for the purpose of getting to a work site to work. Moreover, an employee would not rationally incur either kind of expense but for the existence of the job. Both the employer and the employee derive benefits from the employment relationship, and, absent unusual circumstances, an employee's relocation costs to start a new job cannot be said to be primarily for the benefit of the employer.

That is not to say that travel and relocation costs are never properly considered to be primarily for the benefit of an employer. The regulations state that travel costs will be considered to be primarily for the benefit of the employer when they are "an incident of and necessary to the employment." 29 CFR 531.32(c). This might include, for example, a business trip, or an employer-imposed requirement that an employee relocate in order to retain his or her job. Relocation costs to start a new job will rarely satisfy this test, however.

In a literal sense it may be necessary to travel to a new job opportunity in order to perform the work, but that fact, without more, does not render the travel an "incident" of the employment. Inbound relocation costs are not, absent unusual circumstances, any more an "incident of * * * employment" than is commuting to a job each day. Indeed, inbound relocation costs are quite similar to commuting costs in many respects, which generally are not considered compensable. Cf. DOL Opinion Letter WH–538 (August 5, 1994) (stating that travel time from home to work is "ordinary home-to-work travel and is not compensable" under the FLSA); *Vega ex rel. Trevino v. Gasper*, 36 F.3d 417 (5th Cir. 1994) (finding travel to and from work and home not compensable activity under Portal-to-Portal Act). In fact, there is no reason to believe that the drafters of 29 U.S.C. 203(m) and 206(a) ever intended for those provisions to indirectly require employers to pay for their employees' relocation and commuting expenses. To qualify as an "incident of * * * employment" under the Department's regulations, transportation costs must have a more direct and palpable connection to the job in question than merely serving to bring the employee to the work site.

Taking the *Arriaga* court's logic to its ultimate conclusion would potentially subject employers across the U.S. to a requirement to pay relocation expenses for all newly hired employees—or at least to pay relocation expenses for all newly hired foreign employees, since international relocation is perhaps less "ordinary" than intranational

relocation. That simply cannot be correct. The language of 29 U.S.C. 203(m) and 206(a) and their implementing regulations provide a very thin reed on which to hang such a seismic shift in hiring practices, particularly so many years after those provisions have gone into effect. Nor does the fact that H–2A workers are temporary guest workers change the equation. Even assuming that H–2A workers derive somewhat less benefit from their jobs because they are only temporary, that fact alone would not render the worker's relocation expenses an "incident" of the temporary job. If it did, ski resorts, camp grounds, shore businesses, and hotels would all be legally required to pay relocation costs for their employees at the beginning of each season—again, a result that is very difficult to square with the language and purpose of 29 U.S.C. 203(m) and 29 CFR 531.35.

A stronger argument could be made, perhaps, that employers derive a greater-than-usual benefit from relocation costs when they hire foreign guest workers such as H–2A workers, because employers generally are not allowed to hire guest workers unless they have first attempted but failed to recruit U.S. workers. Thus, such employers have specifically stated a need to hire non-local workers. Given the substantially greater benefit that foreign guest workers generally derive from work opportunities in the United States than they do from employment opportunities in their home countries, however, the Department believes that this at most brings the balance of benefits between the employer and the worker into equipoise. Moreover, the employer's need for non-local workers does nothing to transform the relocation costs into an "incident" of the job opportunity in a way that would render the employee's payment of the relocation expenses a "kick-back" to the employer. If it did, courts would soon be called upon every time an employer hired an out-of-state worker to assess just how great the employer's need for the out-of-state employee was in light of local labor market conditions. Conversely, the courts would also have to inquire into the employee's circumstances, and whether the employee had reasonably comparable job prospects in the area from which the employee relocated. Again, the Department does not believe such a result is consistent with the text or the intent of the FLSA or the Department's implementing regulations.

It is true, of course, that H–2A employers derive some benefit from an H–2A worker's inbound travel. To be compensable under the FLSA, however, the question is not whether an employer receives *some* benefit from an item or paid-for cost, but rather whether they receive the *primary* benefit. Significantly, despite the fact that employers nearly always derive some benefit from the hiring of state-side workers as well, such workers' relocation costs generally have not been considered to be "primarily for the benefit of the employer." That is so because the worker benefits from the travel either more than or just as much as the employer.

The Department obligated H–2A employers to pay H–2A workers' transportation costs not because it believed that the workers were entitled to such payments under the FLSA, but rather in the discharge of its responsibilities under the INA to insure the integrity of the H–2A program. The Department carefully crafted its regulation to give H–2A workers a strong incentive to complete at least 50 percent of their work contract. The practical effect of the Arriaga decision, however, is to require H–2A employers to pay for H–2A workers' inbound transportation costs without any reciprocal guarantee that the workers will continue to work for the employer after the first workweek. The Department believes that the payment of such transportation costs unattached to a reciprocal guarantee that the needed work will ultimately be performed substantially diminishes the benefit of the travel to the employer, and certainly would not allow the travel to be considered primarily for the employer's benefit.

In sum, the Department believes that the costs of relocation to the site of the job opportunity generally is not an "incident" of an H–2A worker's employment within the meaning of 29 CFR 531.32, and is not primarily for the benefit of the H–2A employer. The Department has publicly stated that "in enforcing the FLSA for H–2A workers, the Department's general policy is to ensure that workers receive transportation reimbursement by the time they complete 50 percent of their work contract period (or shortly thereafter) rather than insisting upon reimbursement at the first pay period." The Department continues to believe that this is the appropriate interpretation of the interplay between the H–2A program regulations and the FLSA in regards to transportation reimbursement. The Department states this as a definitive interpretation of its own regulations and expects that courts will defer to that interpretation.

The current regulation uses the phrase "place from which the worker has departed" to describe the beginning point from which employers are required to provide or pay for inbound transportation and subsistence, and, if the worker completes the work contract period, the ending point to which employers are required to provide or pay for outbound transportation and subsistence. This phrase has at times been interpreted by the Department to mean the worker's "home," or the place from which the worker was recruited. Most recently, the phrase was addressed in ETA Training and Employment Guidance Letter No. 23–01, Change 1 (August 2, 2002): " 'Home' is where the worker was originally recruited." While the Department proposed no changes to this regulatory language or interpretation, comments were received on this point. One agricultural association suggested that the Department clarify that transportation from and back to the place from which the worker came to work should be considered to require transportation from or to the site of the U.S. Consulate that issued the visa. This commenter stated:

> For the past 20 years the phrase "from the place from which the worker has come to work for the employer to the place of employment," has meant payment of transportation from the location of the U.S. Consulate which issued the H–2A visa to the place of employment of the petitioning employer. Although the Department in its memoranda refers to "place of recruitment" its examples of how this rule works speaks only of transportation from and back to the worker's home country. There is no mention of the worker's village. This interpretation is in line with the INA and DHS regulations which do not allow a worker to enter the U.S. until that foreign worker has an H–2A visa. Thus, the worker cannot "come to work for the employer" until he or she has an H–2A visa. It is at the point that the worker has the H–2A visa that he or she is eligible to go to work for the employer.

The Department finds this to be a compelling argument. It is the Department's program experience that workers, particularly H–2A workers, gather in groups for processing and transfer to the U.S. The logical gathering point for these workers is at the U.S. Consulate location where the workers receive their visa. In most countries that send H–2A workers to the U.S., such processing is usually centrally located (in Monterrey, Mexico, for example, rather than in Mexico City or another Consulate location). Designating the Consulate location where the visa is issued provides the Department with an administratively consistent place from which to calculate charges and

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obligations. We have therefore made corresponding changes in the regulatory text to clarify that the "place from which the worker has departed" for foreign workers outside of the U.S. is the appropriate U.S. Consulate or port of entry.

Finally, the Department sought to clarify that minimum safety standards required for employer provided transportation between the worker's living quarters (provided or secured by the employer pursuant to INA sec. 218(c)(4)) and the worksite are the standards contained in MSPA (29 U.S.C. 1841). The Department does not seek to apply MSPA to H–2A workers and has no authority to do so. This clarification is intended to remove any ambiguity concerning the appropriate minimum vehicle safety standards for H–2A employers and should simplify compliance for those H–2A employers that also employ MSPA workers.

Other changes to the language of the proposed provision—most significantly, the notation that an employer's return transportation obligation under § 655.104(h)(2) applies where "the worker has no immediately subsequent H–2A employment"—are non-substantive and have been made for purposes of clarification.

(i) Section 655.104(i) Three-Fourths Guarantee

The Department chose, in the NPRM, to continue the so-called "three-fourths guarantee," by which it ensures that H–2A workers are offered a certain guaranteed number of hours of work during the specified period of the contract, and that if they are not offered enough hours of work, that they are paid as though they had completed the specified minimum number of work hours. In doing so, the Department suggested some minor changes to make the guarantee easier to apply in practice.

One grower association objected to the continuation of the three-fourths guarantee. They stated that it needs to be eliminated because it is arcane, is seldom understood by the growers, and complicates the system by creating more "red tape" for the growers. Other commenters supported the rule, but commented on the nuances of the changes made to the rule under the NPRM. A few commenters expressed the view that the guarantee deters employers from over-recruiting, which may create an oversupply of workers and drive wages down, and also assures long-distance migrants that attractive job opportunities exist. However, some commenters also believe that the guarantee requirement results in employer abuses, such as employers misrepresenting the length of the season. They suggested the Department add language to allow workers to collect the three-fourths guarantee "based on the average number of hours worked in a particular crop region and upon a showing of having worked through the last week in which the employer offered work to a full complement of his workforce."

The Department believes the rule provides essential protection for both U.S. and H–2A workers, in that it ensures their commitment to a particular employer will result in real jobs that meet their reasonable expectations. The Department also believes the rule is not easy to abuse or circumvent, as it is based on a simple mathematical calculation. For those employers that might try to evade their responsibilities, the Department has enforcement measures and penalties to act as a deterrent.

Changing the three-fourths guarantee to be based on a per-crop harvest calculation using an average of hours worked rather than a contract period would make it nearly impossible to track and enforce the guarantee. To require employers to keep track of workers on a per-crop basis and allow the workers to collect money based on the three-fourths guarantee when the U.S. workers transition from one employer to another during the peak harvesting times appears patently unfair and the Department is not willing to create such an option.

Two commenters also suggested that the Department take out the reference to "work hours" and return the term "workday" because the commenters believed that the employer might otherwise submit job orders based on a "bogus" hourly work day or work week. The Department believes that this concern is misplaced. The new terminology proposed by the Department is no more susceptible to abuse than the old terminology is; under either phrasing, employer fraud requires submitting false calculations of work. The Department purposely added the sentence with "work hours" and kept the old references to "workday" in the NPRM to make the formula for calculation of the total amount guaranteed easier to understand and calculate. The end result is the same under either phrasing, however.

A farm bureau requested that we insert language at the end of § 655.104(i)(1) to protect employers from the costs resulting from U.S. workers who voluntarily abandon employment in the middle of the contract period and then return at the end of the contract period or from those U.S. workers who show up in the middle of the contract period. This commenter does not believe that an employer should have any liability under the three-fourths guarantee rule for such unreliable employees. The guarantee has never applied to workers who voluntarily abandon employment or who never show up for the work, provided notice of such abandonment or no-show is provided to DOL within the time frames for reporting an abandonment that are set forth in § 655.104(n). The Department has further clarified that provision in the Final Rule by defining abandonment of the job as the worker failing to report for work for 5 consecutive days.

Farmworker advocates expressed concern that the Department would not enforce this provision. The Department appreciates the concerns raised and assures the public it intends to enforce this provision fully, as it intends to implement the entire rule.

Another commenter requested clarification on what hours an employer may count toward the three-fourths guarantee when an employee voluntarily works more than the contract requires. The commenter asked for language to be inserted into § 655.104(i)(3) stating that all hours of work actually performed including voluntary work over and above the contract requirement can be counted by the employer. The Department believes that this principle was already made clear by § 655.104(i)(1), but it has added the requested language for purposes of clarification.

In proposed § 655.104(i)(4) the Department sought to reiterate the employer's obligation to provide housing and meals to workers during the entire contract period, notwithstanding the three-fourths guarantee. The proposed paragraph, while properly entitled "Obligation to provide housing and meals," inadvertently discussed an obligation to provide meals and transportation. Two comments were received on this paragraph. One employer association suggested that the text of the paragraph be revised to reflect that employers are not obligated to provide housing to workers who quit or are terminated for cause. One employee advocacy organization commented that the clarification that the employer is not allowed to shut down the labor camp or the camp kitchen during the contract period is a positive change. The Department has modified the paragraph to clarify that it is the employer's obligation to provide housing and meals during the contract period that is not affected by the three-fourths guarantee,

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many types of practices, it may not even be possible to determine what the "prevailing" practice is. For example, there may be a wide range of productivity standards used by employers in a given area, none of which is used by 50 percent of employers or with respect to 50 percent of workers. Furthermore, many practices are not readily susceptible to averaging: For example, with respect to practices regarding the frequency with which workers are paid, some employers may pay workers at the end of each week, others at the end of every two weeks, and others twice a month. If one third of employers used each method, which practice would be "prevailing"?

The Department has examined each type of employment practice and each type of working condition that is addressed by this rule to determine what parameters or limits are necessary to ensure that U.S. workers will not be adversely affected. With respect to productivity standards, the Department has determined that a range of practices are acceptable, and that it is unlikely that U.S. workers will be adversely affected if H–2A employers use a productivity standard that is not unusual for non-H–2A employers to apply to their U.S. workers. The Department will not, however, certify applications containing unusual productivity standards that are clearly prejudicial to U.S. workers.

(m) Section 655.104(m) Frequency of Pay

The Department proposed in the NPRM to continue the requirement of the current regulation that the employer must state in the job offer the rate of frequency that the worker is to be paid, based upon prevailing practice in the area but in no event less frequently than twice a month. The Department received one comment on this provision noting that weekly or daily earnings are "always" the prevailing practice in agriculture, never bi-weekly, and that the Department should accordingly require weekly payment. After considering this comment, the Department has determined that it would be difficult, and not at all cost-effective, to use surveys to determine the frequency with which employers in a given area typically pay their employees. The Department has therefore decided to retain the minimum requirement that employees must be paid at least twice monthly, but has dropped the reference to the use of prevailing practices. The Department notes that this modest change affects only the frequency with which workers are paid, and not the amount to which they are entitled.

(n) Section 655.104(n) Abandonment of Employment

The NPRM included a provision stating that the employer is not required to pay the transportation and subsistence expenses of employees who abandon employment, provided the employer notifies the Department or DHS within 2 workdays of abandonment. One association of farm employers argued that this requirement was unreasonable in that the typical practice is termination 3 days beyond the abandonment or "no show" of the worker. An employer opined that this requirement should create an obligation on the part of the Department to help employers locate and pursue remedies against employees who voluntarily abandon employment without returning to their home country.

The Department acknowledges the need for clarification in the provision to ensure that the requirement begins to run only when the abandonment or abscondment is discovered. The Department has therefore added language to the provision clarifying that the employer must notify DOL and DHS no later than 2 workdays "after such abandonment or abscondment occurs." The Department has added further clarification to ensure that employers must meet the identical standards for notification to DOL as to DHS, so that a worker is deemed to have absconded when the worker has not reported for work for a period of 5 consecutive work days without the agreement of the employer. The Department has extended this standard to a worker's failure to report at the beginning of a work contract. This is intended to clarify for the employer that the same standard of reporting applies for both agencies. The Department declines to include provisions prescribing new employer remedies against workers who abandon the job, but notes that abandonment of a job may result in a worker being ineligible to return to the H–2A program.

(o) Section 655.104(o) Contract Impossibility

The current and proposed regulations contain a provision that allows an employer to ask permission from the Department to terminate an H–2A contract if there is an extraordinary, unforeseen, catastrophic event or "Act of God" such as a flood or hurricane (or other severe weather event) that makes it impossible for the business to continue.

One commenter noted that the proposed regulation eliminates a current requirement that "the employer will make efforts to transfer the worker to other comparable employment acceptable to the worker," and stated that U.S. workers, in particular, would benefit from such an effort. The Department declines to adopt this suggestion, as it believes the workers themselves will be in a better position to find alternative job opportunities than an employer whose business enterprise has been substantially impacted by an Act of God. In response to this comment, the Department has, however, added language to the Final Rule specifying that the H–2A worker may choose whether the employer terminating the H–2A contract should pay to transport them "to the place from which the worker (disregarding intervening employment) came to work for the employer, or transport the worker to the worker's next certified H–2A employer (but only if the worker can provide documentation supporting such employment)." The limitation providing that a worker who requests transportation to the next employer must provide documentation of that employment will help to ensure that H–2A workers who do not have subsequent employment inside the United States return to the country from which they came to the United States rather than remaining in the United States illegally.

To conform to similar changes made elsewhere in the rule, the Final Rule clarifies that "for an H–2A worker coming from outside of the U.S., the place from which the worker (disregarding intervening employment) came to work for the employer is the appropriate U.S. consulate or port of entry."

Other changes to the language of the proposed rule are non-substantive and have been made for purposes of clarifying the provision or to conform to changes made elsewhere in the Final Rule.

(p) Section 655.104(p) Deductions

The Department, in the NPRM, proposed requiring employers to make assurances in their application that they will make all deductions from the workers' paychecks that are required by law. A group of farmworker advocacy organizations asserted that the Department was skirting its responsibility under *Arriaga* by allowing "reasonable" deductions to be taken from a worker's paycheck without any mention of the FLSA. This commenter believes that the Department inappropriately removed clarifying language in the current regulation that

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"an employer subject to the Fair Labor Standards Act (FLSA) may not make deductions which will result in payments to workers of less than the federal minimum wage permitted by the FLSA." This commenter opined that workers under the H–2A program are entitled to full coverage under the FLSA, and that the Department should not make regulatory changes which suggest otherwise. By eliminating this language from the rule, this commenter believes the Department would effectively undermine the rights of farm workers to be paid the minimum wage free and clear of costs imposed on them for inbound transportation and visa costs, as established by case law.

The Department does not agree with this commenter's characterization of the applicability of the FLSA to H–2A workers, including regarding inbound transportation. Nevertheless, we have returned the deleted language to the Final Rule to clarify that employers must of course comply with all statutory requirements applicable to them.

(q) Section 655.104(q) Copy of Work Contract

The NPRM contained the provision found in the current regulation specifying that a copy of the work contract must be provided to the worker no later than the date the work commences. One group of farmworker advocacy organizations pointed out that this proposed regulation does not require that the work contract be given to the employee in the employee's native language and believed that these regulations as proposed are contrary to the requirements in MSPA for domestic workers. The Department has decided to make no substantive changes to this provision. Employers seeking to hire H–2A workers, as with all employers seeking to recruit agricultural workers under the Wagner/Peyser system, must file a Form ETA 790 with the SWA. This Form provides the necessary disclosures for MSPA purposes. The form itself is bilingual. In addition, section 10(a) of the Form specifically requires that the summary of the material job specifications be completed by the employer in both English and Spanish. The changes made to the language of the provision in the Final Rule are non-substantive and were made to provide better clarity.

Section 655.105 Assurances and Obligations of H–2A Employers

The Department proposed instituting an application requiring employers to attest to their adherence to the obligations of the H–2A program. The Department received many comments expressing approval of the new attestation-based process, and others opposed to such a change. Still other commenters expressed general approval of the new attestation-based approach but suggested changes to the attestations and the process of submitting such attestations.

The Department received two comments regarding the substantive obligations imposed on employers through the attestations. One commenter requested that the Department add another attestation that employers will not confiscate workers' passports. Another commenter requested that the Department impose substantial penalties on employers who lure H–2A workers away from contract jobs before the termination of their contracts. This commenter believes that such a practice victimizes both the employer, who loses laborers, and the employee, who loses status under U.S. law when they prematurely terminate a contract.

The Department is not aware that the confiscation of passports is a widespread practice among agricultural employers hiring H–2A workers. However, where evidence of such practice is found, it would likely indicate the presence of other practices prohibited by the H–2A regulations, such as the withholding of pay and other program entitlements. In such situations, the Department possesses mechanisms under this Final Rule to investigate and take appropriate action against such unscrupulous employers, both through program actions including revocation and debarment and through direct enforcement with civil fines and debarment.

On the subject of changes of employment, the proposed companion regulation to the Department's NPRM, issued by USCIS at 73 FR 8230, Feb. 13, 2008, underscored that H–2A workers are free to move between H–2A certified jobs, and proposed to provide even greater mobility toward that end. The ability of workers to move to new H–2A employment when the current H–2A contract is completed is not something the Department wishes to discourage. A worker who abandons a job before its conclusion must be reported to DOL and DHS, and, depending on the reason for the abandonment, such abandonment may result in a violation of H–2A status and the consequent inability to commence employment with another employer. Such abandonment may also adversely affect a worker's future eligibility to participate in the H–2A program.

One commenter requested that we allow substitution of H–2A workers at the port of entry without having to file a new petition. An *Application for Temporary Employment Certification* is filed without the names of the foreign workers. Substitution of workers is permitted by the DHS companion rule.

(a) Section 655.105(a)

The attestation obligation set forth in § 655.105(a) in the NPRM requires the employer to assure the Department that the job opportunity is open to any U.S. worker and that the employer conducted (or will conduct) the required recruitment, and was still unsuccessful in locating qualified U.S. applicants in sufficient numbers to fill its need. This assurance was criticized by a farm bureau because it believes that it is impossible for employers to state they "will conduct" recruitment as required in the regulations and at the same time attest that they were unsuccessful in finding any U.S. workers. The Department has clarified this language in the Final Rule to enable employers to attest that the employer "has been" unsuccessful in locating U.S. workers sufficient to fill the stated need.

One group of advocacy organizations believes the Department should retain the language from the current § 655.103(c), which states: "Rejections and terminations of U.S. workers. No U.S. worker will be rejected for *or terminated from* employment for other than a lawful job-related reason, and notification of all rejections or terminations shall be made to the SWA." (Emphasis supplied.) This commenter requests that the provision against termination should be added to the assurance found in the new § 655.105(a), specifically where it states: "Any U.S. workers who applied for the job were rejected for only lawful, job-related reasons."

The Department declines to add language regarding terminations at this location in the regulations. The provision at issue is an attestation by an employer regarding the hiring of U.S. workers, not their termination. The termination of U.S. workers for inappropriate reasons is already covered under the regulations by the prohibition in § 655.105(j), discussed below.

The Department added several clarifications and conforming changes to the text of the proposed provisions. First, the Department added language clarifying that the employer must attest that it will keep the job opportunity open to qualified U.S. workers "through the recruitment period," which is defined at § 655.102(f)(3). Second, the Department added language clarifying that the employer must attest that it has

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Wayne Pierce

From: "Kathy Pierce" <kpierce@adventurelaw.com>
Date: June 23, 2009 6:23 PM
To: "Wayne Pierce" <wpierce@adventurelaw.com>; "on behalf of R. Wayne Pierce" <obowp@adventurelaw.com>
Subject: Fw: Labor Certification for H-2B Carnival Workers

---- Original Message ----
From: TLC, Chicago - ETA SVC
To: Kathy Pierce
Sent: Tuesday, June 16, 2009 3:20 PM
Subject: RE: Labor Certification for H-2B Carnival Workers

Dear Ms. Pierce,

Thank you for your inquiry. We apologize for the delayed response to your original email inquiry. We have provided responses to your questions underneath each corresponding question below. Our responses are in red text.

We hope this information assists you.

Sincerely,
Chicago National Processing Center

From: Kathy Pierce [mailto:kpierce@adventurelaw.com]
Sent: Monday, May 18, 2009 4:35 PM
To: TLC, Chicago - ETA SVC
Cc: Giles, Charlene - ETA; Henderson, Kevin - ETA
Subject: Labor Certification for H-2B Carnival Workers

Good afternoon,

Our firm represents carnivals in their labor certification filings. All of our carnivals travel through 4 or more states.
I have read the new regulations and have a couple of questions:

1. Do I place the job order and advertisements for a carnival in the first location on the itinerary? Will the SWA's know how to process job orders for the carnivals?

The special procedures for temporary employment certification in the entertainment industry remain in effect despite the implementation of new regulations governing the H-2B program. The application should be filed with the OSE serving the area of intended employment. If the work will be performed in more than one OSE jurisdiction, the application should be filed with the OSE having jurisdiction over the area where the employment will begin. The OSE where the application is filed should process the application as they always have.

2. Have the OSE's been eliminated?

No, the OSE's have not been eliminated.

3. When I file the ETA Form 9141 with you, do want me to attach my FLC Data Center wage research for each location on the itinerary? Some of our employers have over 30 different work locations.

The question refers to the filing of ETA Form 9141. This form is the prevailing wage request form. The application to be filed is ETA Form 9142. When submitting the application, please include all applicable prevailing wage determinations.

4. Are there any new filing requirements directed at the carnivals/entertainers?

As stated above, the special procedures for temporary employment certification in the entertainment industry remain in effect despite the implementation of new regulations governing the H-2B program. The application should be filed with the OSE serving the area of intended employment. The only change at this time is that the previous application, ETA Form 750, has been replaced by the ETA Form 9142.

I called one of the OSE's with my questions, but was told that they did not know the answers to these questions and that I should direct them to you.

I appreciate your assistance.

Kathy Pierce
Foreign Labor Coordinator
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Annapolis, MD 21401-7015
Direct: 410-573-9955
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Employment and Training Administration
Prevailing Wage Determination Policy Guidance
Nonagricultural Immigration Programs
Revised November 2009

The publication of the H-2B regulation in December 2008 and the corresponding changes to PERM, H-1B, H-1B1, H-1C and E-3 regulations governing temporary professional, non-agricultural or registered nursing programs changed the roles of the SWAs and NPCs in the prevailing wage determination process and necessitated the issuance of policy and procedural guidance to be used by the National Prevailing Wage and Helpdesk Center (NPWHC).

The H-2B regulation became effective on January 19, 2009. Pursuant to that Final Rule, the transition of the prevailing wage function from the State Workforce Agencies will be completed by December 31, 2009. As of January 1, 2010, the NPWHC will receive and make prevailing wage determinations for all non-agricultural temporary and permanent programs.

The major changes affecting prevailing wage determinations that became effective as a result of the H-2B Final Rule include:

1. Federalizing PWDs. Employers will now file requests and obtain PWDs directly with NPWHC.
2. Use of standard Prevailing Wage Request Form 9141 for all non-agricultural prevailing wage requests.

The PERM regulation lists professional O*NET-SOC occupations and their designated education and training categories. Those education and training categories shall be used when considering the education and training generally required for performance in that occupation (see Appendix D). This guidance has been divided into several sections for easy reference:

I. Policy Guidance

A. Background
B. Prevailing Wage Factors

II. Making Determinations

A. Wage Rates Covered by Collective Bargaining Agreements
B. Wage Determinations Using BLS OES Wage Data
   1. OES Wage Levels
   2. Process for Determining Wage Level
   3. Foreign Labor Certification Data Center On-line Wage Library
C. Wage Determinations Using Employer-Provided Wage Surveys

III. Procedures

A. Filing
B. NPWHC Response
C. NPWHC Responsibilities

IV. Challenges to NPWHC Determinations

Appendices

A. OES Prevailing Wage Guidance
B. Check Sheet for Use in Determining OES Wage Level
C. Worksheet for Use in Determining OES Wage Level
D. Professional Occupations - Education and Training Categories
E. Specific Vocational Preparation (SVP)
F. Check Sheet for Employer-Provided Wage Surveys
G. Prevailing Wage Determination Request Form

Butler's Exh. 86, p. 002

I. Policy Guidance

A. Background

The Department of Labor, Bureau of Labor Statistics (BLS) has provided wage data collected under the Occupational Employment Statistics (OES) Program for use in the Foreign Labor Certification process since 1998. Occupational wage data collected under that program is now available at the four levels required by the H-1B Visa Reform Act for state and sub-state geographic areas for the purpose of making prevailing wage determinations. The wage data is now available on the Foreign Labor Certification Data Center On-Line Wage Library (OWL), found on the Division's website at http://www.flcdatacenter.com/.

Since September 1999, the Standard Occupational Classification (SOC) has been used by the OES program to classify occupational wage information. The SOC provides a common language for categorizing occupations. The SOC also serves as the framework for information being gathered through the Department of Labor's Occupational Information Network (O*NET®) which supersedes the Dictionary of Occupational Titles (DOT) as the resource to be consulted for occupational information for the Foreign Labor Certification process. Developed by the Department of Labor, the O*NET system provides the general public information on skills, abilities, knowledge, tasks, work activities, and the specific vocational preparation levels associated with occupations. The O*NET information can be found at http://online.onetcenter.org. Wage data from the OES survey and occupational information in O*NET are both classified by the SOC, reducing the need to use crosswalks to connect wages to occupational requirements.

B. Prevailing Wage Factors

The regulatory scheme at 20 CFR 655.10/11 or 20 CFR 656.40/41 must be followed in determining the prevailing wage. The same policies and procedures shall be followed for the permanent labor certification program, the nonimmigrant program pertaining to H-1B or H-1B1 professionals in specialty occupations or as fashion models, and the H-2B temporary nonagricultural labor certification program.

The step-by-step process described in Section II. B. represents the approach for determining the appropriate prevailing wage. All prevailing wage determinations shall start with an entry level wage and progress to a wage that is commensurate with that of a qualified, experienced, or fully competent worker only after considering the experience, education, and skill requirements of an employer's job description (opportunity).

Under § 656.40, the relevant factors in determining a prevailing wage rate are the nature of the job offer, the area of intended employment, and jobs duties for workers that are similarly employed.

"*Nature of the Job Offer*"

In determining the *nature of the job offer*, the first order is to review the requirements of the employer's job offer and determine the appropriate occupational classification. The O*NET description that corresponds to the employer's job offer shall be used to identify the appropriate occupational classification. The NPWHC can identify the appropriate O*NET occupation using O*NET OnLine (http://online.onetcenter.org/) and entering the employer's job title to search for the appropriate O*NET-SOC occupation and code.

If the employer's prevailing wage request contains only a code from the Dictionary of Occupational Titles (DOT) rather than a job title, the DOT to O*NET-SOC crosswalk found on the On-Line Wage Library shall be used to identify the related O*NET-SOC code.

If the employer's job opportunity has worker requirements described in a combination of O*NET occupations, the NPWHC should default directly to the relevant O*NET-SOC occupational code for the highest paying occupation. For example, if the employer's job offer is for an engineer-pilot, the NPWHC shall use the education, skill and experience levels for the higher paying occupation when making the wage level determination.

"*Area of Intended Employment*"

The definition of "area of intended employment" at 20 CFR 656.3 states: *Area of intended employment* means the area within normal commuting distance of the place (address) of intended employment. The On-Line Wage Library has been developed to account for these requirements. A more detailed explanation is provided in section II C. 2. for use in making prevailing wage determinations that are based on employer-provided surveys.

"*Similarly Employed*"

Section 656.40 defines "*similarly employed*" as having:

- substantially comparable jobs in the occupational category in the area of intended employment, except that if no such workers are employed by employers other than the employer applicant in the area of intended employment, it means:
- jobs requiring a substantially similar level of skill within the area of intended employment; or
- substantially comparable jobs in the occupational category as employers outside of the area of intended employment if there are no substantially comparable jobs in the area of intended employment.

In computing the prevailing wage for a job opportunity in an occupational classification in an area of intended employment for an employee of:

- an institution of higher education;
- an affiliated or related nonprofit entity;
- a nonprofit research organization; or
- a governmental research organization;

the prevailing wage level should take into account the wage levels of employees only at such institutions and organizations found in the area of intended employment (see General Administration Letter No. 1-00).

II. Making Determinations

The NPWHC shall make prevailing wage determinations as follows:

A. If the NPWHC determines the job opportunity is covered by a collective bargaining agreement negotiated at arm's length and a wage rate has been negotiated under the agreement as evidenced by information provided by the employer, that wage rate shall be controlling.

B. In the absence of a wage determined under a collective bargaining agreement, NPWHC is to determine prevailing wage rates using wage surveys conducted under the wage component of the OES program.

C. If in the absence of a wage rate determined under a collective bargaining agreement, the employer provides the NPWHC with a survey, whether public or private, which meets the requirements of the regulations, that rate shall be used by the NPWHC as the prevailing wage determination in response to that particular request. In addition, an employer can elect to use a current wage rate in the area of intended employment under the Davis-Bacon or the McNamara Service Contract Acts.

The NPWHC shall specify the validity period of the prevailing wage which shall not be ***less than 90 days or more than 1 year*** from the determination date (see Federal Register Vol. 65 No. 245 Page 80196).

Butler's Exh. 86, p. 005

A. Wage Rates Covered by Collective Bargaining Agreements

If the job opportunity is in an occupation covered by a collective bargaining agreement (CBA) negotiated between a union and the employer, the wage rate in the agreement shall be considered the prevailing wage in making prevailing wage determinations.

If the job opportunity is for a professional athlete and is covered by a sports league's rules or regulations, the wage rate set forth in those rules or regulations including union agreements shall be considered the prevailing wage.

B. Wage Determinations Using BLS OES Wage Data

If the job offer is for an occupation not covered by a collective bargaining agreement and the employer does not choose to provide a survey or request use of a current wage determination in the area under the Davis-Bacon or McNamara-O'Hara Service Contract Acts, the wage component of the BLS OES survey shall be used to determine the prevailing wage for an employer's job offer. The OES survey is a national survey managed by the Bureau of Labor Statistics which provides a large enough sample to allow BLS to determine a prevailing wage for most occupations in every area of intended employment in the United States.

The OES wage data is made available at the state and sub-state areas so the NPWHC can select the geographic area of intended employment. The On-Line Wage Library has been developed to account for these requirements. The NPWHC should select the state and sub-state area that represents the area for the employer's job offer.

1. OES Wage Levels

The new requirements specify that determinations using a government survey shall be made available for each occupation at 4 levels of wages commensurate with experience, education, and the level of supervision. The NPWHC shall make a prevailing wage determination selecting one of the four wage levels for an occupation based on a comparison of the employer's job requirements to the occupational requirements: tasks, knowledge, skills, and specific vocational preparation (education, training, and experience) generally required for acceptable performance in that occupation.

It is important to remember that wage levels are determined only after selecting the most relevant O*NET-SOC occupational code classification. The selection of the O*NET-SOC code should not be based solely on the title of the employer's job offer. The NPWHC should consider the particulars of the employer's job offer and compare the full description to the tasks, knowledge, and work activities generally associated with an O*NET-SOC occupation to insure the most relevant occupational code has been selected.

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Level I (entry) wage rates are assigned to job offers for beginning level employees who have only a basic understanding of the occupation. These employees perform routine tasks that require limited, if any, exercise of judgment. The tasks provide experience and familiarization with the employer's methods, practices, and programs. The employees may perform higher level work for training and developmental purposes. These employees work under close supervision and receive specific instructions on required tasks and results expected. Their work is closely monitored and reviewed for accuracy. Statements that the job offer is for a research fellow, a worker in training, or an internship are indicators that a Level I wage should be considered.

Level II (qualified) wage rates are assigned to job offers for qualified employees who have attained, either through education or experience, a good understanding of the occupation. They perform moderately complex tasks that require limited judgment. An indicator that the job request warrants a wage determination at Level II would be a requirement for years of education and/or experience that are generally required as described in the O*NET Job Zones.

Level III (experienced) wage rates are assigned to job offers for experienced employees who have a sound understanding of the occupation and have attained, either through education or experience, special skills or knowledge. They perform tasks that require exercising judgment and may coordinate the activities of other staff. They may have supervisory authority over those staff. A requirement for years of experience or educational degrees that are at the higher ranges indicated in the O*NET Job Zones would be indicators that a Level III wage should be considered.

Frequently, key words in the job title can be used as indicators that an employer's job offer is for an experienced worker. Words such as 'lead' (lead analyst), 'senior' (senior programmer), 'head' (head nurse), 'chief' (crew chief), or 'journeyman' (journeyman plumber) would be indicators that a Level III wage should be considered.

Level IV (fully competent) wage rates are assigned to job offers for competent employees who have sufficient experience in the occupation to plan and conduct work requiring judgment and the independent evaluation, selection, modification, and application of standard procedures and techniques. Such employees use advanced skills and diversified knowledge to solve unusual and complex problems. These employees receive only technical guidance and their work is reviewed only for application of sound judgment and effectiveness in meeting the establishment's procedures and expectations. They generally have management and/or supervisory responsibilities.

2. Process for Determining Wage Level

The NPWHC shall use O*NET information to identify the tasks, work activities, knowledge, and skills generally required for performance in an occupation. A comparison between the particulars of the employer's job offer to the requirements for similar (O*NET) occupations shall be used to determine the appropriate wage level. It

is important, therefore, that the job description included in an employer's request for a prevailing wage determination include sufficient information to determine the complexity of the job duties, the level of judgment, the amount and level of supervision, and the level of understanding required to perform the job duties. NPWHC may need to contact employers for additional information to obtain this information, if needed.

Information contained in the O*NET Job Zones provides guidance in determining whether the job offer is for an entry level, qualified, experienced, or fully competent employee for making the determination of wage level. Employer requirements in a job offer that are at the upper range of the requirements and preparation generally required for performance in an occupation are indicators that a prevailing wage determination at a higher level should be considered. The O*NET Job Zones were developed to transition from the Specific Vocational Preparation (SVP), as shown in the Dictionary of Occupational Titles (DOT), to measures of experience, education, and job training included in the O*NET database. A listing of SVPs and their definitions can be found in Appendix E of this document.

A step-by-step process for arriving at the appropriate wage level is described below. Points are awarded based on the comparison of an employer's job offer requirements to the general requirements for similar occupations. The points are entered on a worksheet then added to arrive at the wage level. NPWHC should follow the step-by-step process while completing the worksheet.

The appendices section of this document provides several guides that can be used for reference during the process:

Appendix A: OES Prevailing Wage Guidance repeats the step-by-step process and can be used as a reference guide.

Appendix B: Check Sheet for Use in Determining OES Wage Level has been provided to track the process.

Appendix C: Worksheet for Use in Determining OES Wage Level provides an example of a worksheet that NPWHC might use for determining the appropriate wage level.

All employer applications for a prevailing wage determination shall initially be considered an entry level or Level I wage. The employer's requirements for experience, education, training, and special skills shall be compared to those generally required for an occupation as described in O*NET and shall be used as indicators that the job opportunity is for an experienced (Level II), qualified (Level III), or fully competent (Level IV) worker and warrants a prevailing wage determination at a higher wage level.

All prevailing wage determinations start with a Level I determination; therefore, the check sheet and worksheet have a 1 entered in the Wage Level Column.

Butler's Exh. 86, p. 008

Step 1 – Enter the O*NET Requirements on the Worksheet

- Use the O*NET OnLine 'Find Occupations' feature (http://online.onetcenter.org) to determine the appropriate O*NET-SOC code based on the job title provided on the prevailing wage determination request form.
- Enter the job title from the employer's job offer into the Quick Search box and click on Go.
- Select the O*NET occupation that most closely matches the employer's request from the resulting list of occupations.
- Review the Tasks, Knowledge, Work Activities, and Job Zone information contained in the O*NET summary report to gain an understanding of what is generally required for vocational preparation and performance in that occupation.

Enter the O*NET education and experience requirements on the Worksheet.

Step 2 – Complete the Experience Section of the Worksheet

Compare the overall experience described in the O*NET Job Zone to the years of experience required by the employer on the prevailing wage determination request form.

For occupations contained in Job Zone 1, if the employer's experience requirement is equivalent to that described in an:

- SVP of 1 (experience requirement of a short duration), enter a 0 in the Wage Level Column.
- SVP of 2 (experience requirement of anything beyond short duration and up to 1 month), enter a 1 in the Wage Level Column.
- SVP of 3 (experience requirement of over 1 month up to and including 3 months), enter a 2 in the Wage Level Column.
- SVP of 4 (experience requirement of over 3 months up to and including 6 months), enter a 3 in the Wage Level Column.

Refer to Appendix E: Specific Vocational Preparation (SVP) for an explanation of the experience requirements related to an SVP level.

For occupations in Job Zones 2 through 5, if the employer's experience requirement is:

- At or below the level of experience and SVP range, make no entry in the Wage Level Column.
- In the low end of the experience and SVP range, enter a 1 in the Wage Level Column.
- In the high end of the experience and SVP range, enter a 2 in the Wage Level Column.
- Greater than the experience and SVP range, enter a 3 in the Wage Level Column.

Points should be added for the amount of experience only if the required work experience is above the starting point of the O*NET job zone range. ***Education required for the job is addressed in Step 3 of the worksheet, and therefore the years of education required should not be considered in Step 2. However, if education is considered as an equivalent amount of experience in Step 2, it should not also be considered in Step 3.***

Step 3 – Complete the Education Section of the Worksheet

Compare the education requirement generally required for an occupation to the education requirement in the employer's job offer.

Determine if the level required by the employer's job offer is greater than what is generally required.

Professional Occupations by O*NET-SOC category and the related education and training category code are listed in Appendix A to the Preamble of the PERM regulations. The education and training categories assigned to those occupations shall be considered the usual education and training required when considering the education level for prevailing wage determinations. A listing of occupations designated as professional occupations and the related education and training category can be found in Appendix D of this document.

For professional occupations:

- If the education required on the prevailing wage determination request form is equal to or less than the usual education contained in Appendix D, make no entry in the Wage Level Column.
- If the education required on the prevailing wage determination request form is more than the usual education contained in Appendix D by one category, enter a 1 on the worksheet in the Wage Level Column.

Butler's Exh. 186, p. 010

- If the education required is more than the usual education contained in Appendix D by more than one category, enter a 2 on the worksheet in the Wage Level Column.

Example: If the occupation generally requires a Bachelor's degree and the employer's job offer requires a Master's degree, enter a 1; if the job offer requires a Ph.D., enter a 2.

For all other occupations, use the education level for what 'most of these occupations' require or 'these occupations usually require' described in the O*NET Job Zone for that occupation.

- If the education or training is equal to or less than what 'most occupations require' or the level that these occupations 'usually' require, make no entry in the Wage Level Column.

- If the education or training is more than what 'most occupations require' or the level that these occupations 'usually' require, enter a 1 on the worksheet in the Wage Level Column.

- If the education or training required on the prevailing wage determination request form is more than the level described by what 'some may require,' enter a 2 on the worksheet in the Wage Column.

Experience required for the job is addressed in Step 2 of the worksheet, and therefore the years of experience required should not be considered in Step 3.

Step 4 – Complete the Special Skills and Other Requirements Section of the Worksheet

- Review the job title, job description (duties), and special requirements on the prevailing wage determination request form to identify the tasks, work activities, knowledge, and skills required. An employer's requirement for an occupational license and/or certification should be evaluated to determine if they are indicators of a requirement for special skills warranting the award of a point or points on the worksheet. They may not necessarily be such an indicator.

- Make note of machines, equipment, tools, or computer software used. Consider how the employer's requirements compare to the O*NET Tasks, Work Activities, Knowledge, and Job Zone Examples. Consider whether the employer's requirements indicate the need for skills beyond those of an entry-level worker.

- In situations where the employer's requirements are not listed in the O*NET Tasks, Work Activities, Knowledge, and Job Zone Examples for the selected occupation, then the requirements should be evaluated to determine if they represent special skills. The requirement of a specific skill not listed in the

O*NET does not necessitate that a point be added. If the specific skills required for the job are generally encompassed by the O*NET description for the position, no point should be added. However, if it is determined that the requirements are indicators of skills that are beyond those of an entry level worker, consider whether a point should be entered on the worksheet in the Wage Level Column.

Note: A language requirement other than English in an employer's job offer shall generally be considered a special skill for all occupations, with the exception of Foreign Language Teachers and Instructors, Interpreters, and Caption Writers, and a point should be entered on the worksheet.

It is recognized, however, that there may be circumstances where a foreign language is required for the job, but that requirement does not sufficiently increase the seniority and complexity of the position such that a point must be added for the foreign language requirement (e.g. Specialty Cooks).

- If the employer's job opportunity requires the possession of a license or certification, the NPWHC must give careful consideration to the occupation in question and the education, training, and experience requirements of the license or certification to evaluate whether possession of a license or certification is an indicator that the offer of employment is for an experienced worker.

- An employer's requirement for the possession of an occupational license or certification does not constitute a situation where a point must automatically be awarded. The NPWHC should look at the employer's job description and stated requirements to evaluate, along with other factors, whether the position is closely supervised, involves only moderately complex duties, and allows limited exercise of independent judgment. If the license or certification is a normal requirement to perform the job duties as an entry level worker, no point should be added on the worksheet in the Wage Column, e.g., attorney, teacher, registered nurse.

- Some occupations have more than one license and the requirements of the license provide an indicator of the level of independent judgment and complexity of tasks required of the licensee, e.g., Journeyman Plumber or Master Plumber. The NPWHC must consider the education, training, and experience requirements of the license or certification to determine when points should be entered on the worksheet in the Wage Column.

If a substantial amount of work experience, education, or training is required to obtain a license or certification and this results in the total amount of necessary work experience being on the high end of the O*NET job zone range, ***a point could be added either in Step 2 for the work experience, or in Step 3 for the education or training, or in Step 4 for the license. A point or points should not be added in every step***.

Butler's Exh. 186, p. 012

Step 5 – Complete the Supervisory Duties Section of the Worksheet

- Review the prevailing wage determination request form to determine the number or range of people to be supervised to determine if there is a supervisory requirement; and

- If the number is greater than 0, then enter a 1 on the worksheet in the Wage Level Column.

Exception: If supervision is a customary duty for the O*NET occupation (e.g., First-line Supervisors/Managers occupations), do not enter a 1 on the worksheet in the Wage Level Column.

Note: Previous guidance suggested that an employer's job offer that included supervisory duties should be assigned the higher of the two previous wage levels. In this new guidance, an employer's job requirement for supervisory duties will not automatically warrant a determination of the highest wage level because the wages for supervisory occupations already account for the supervision of employees. The guidance contained above for evaluating education, experience, and skills required in an employer's job offer should be used to determine the appropriate wage level for supervisory occupations.

Determine the wage level by summing the numbers in the Wage Level Column of the worksheet. The sum total shall equal the wage for the prevailing wage determination. If the sum total is greater than 4, then the wage level shall be Level 4.

The process described above should not be implemented in an automated fashion. The NPWHC must exercise judgment when making prevailing wage determinations. The wage level should be commensurate with the complexity of tasks, independent judgment required, and amount of close supervision received as described in the employer's job opportunity.

3. Foreign Labor Certification Data Center On-line Wage Library

Use the On-line Wage Library (OWL) found on the Foreign Labor Certification Data Center website (http://www.flcdatacenter.com/) to select the prevailing wage for the occupation.

Use the OES Search Wizard to:

- Select the state and geographic area from the drop-down lists.
- Select the occupation using the first 6 digits of the O*NET-SOC code, OR
- Select the occupation from the drop-down list or enter the title in the key word search box.
- Select a data year.
- Select a data source.

- Click on search.

C. Wage Determinations Using Employer-Provided Wage Surveys

If the job opportunity is in an occupation not covered by a collective bargaining agreement, the NPWHC shall also consider wage data that has been furnished by the employer; i.e., wage data contained in a published wage survey that has been provided by the employer, or wage data contained in a survey that has been conducted or funded by the employer. The employer can elect to use a current wage determination in the area of intended employment under the Davis-Bacon or McNamara-O'Hara Service Contract Acts. An employer survey can be submitted either initially or after the NPWHC issues a prevailing wage determination. If the employer provides a wage survey after the NPWHC makes a prevailing wage determination, the new wage data from the employer-provided survey shall be considered a new prevailing wage request.

The use of such employer-provided wage data is an employer option. However, in each case where the employer submits wage data for consideration, it will be incumbent upon the employer to make a written showing that the survey or other wage data meet the criteria outlined below. The employer must provide the NPWHC with enough information about the survey methodology (e.g., sample size and source, sample selection procedures, survey job descriptions) to allow the NPWHC to make a determination with regard to the adequacy of the data provided and the validity of the statistical methodology used in conducting the survey.

Criteria for Employer-Provided Surveys

(1) The survey must be recent.

If the employer submits a published survey, that survey must:

- have been published within 24 months of the date of submission of the prevailing wage request;
- be the most current edition of the survey; and
- be based on data collected within 24 months of the date of the publication of the survey.

If the employer submits a survey conducted by the employer, the survey must be based on data collected within 24 months of the date of submission of the prevailing wage request.

(2) The wage data submitted by the employer must reflect the area of intended employment.

Area of intended employment means the area within normal commuting distance of the place (address) of intended employment.

- If the place of intended employment is within a Metropolitan Statistical Area (MSA) or Primary Metropolitan Statistical Area (PMSA), any place within the MSA or PMSA is deemed to be within the normal commuting distance of the place of intended employment.

- All locations within a Consolidated Metropolitan Statistical Area (CMSA) will not automatically be deemed to be within normal commuting distances for prevailing wage purposes.

- The borders of PMSAs, MSAs, or CMSAs are not controlling in the identification of the normal commuting area; an employer location just outside of the PMSA, MSA, or CMSA boundary may still be considered within normal commuting distance.

The terminology CMSAs and PMSAs are being replaced by the Office of Management and Budget (OMB); however, ETA will continue to recognize the use of these area concepts as well as their replacements.

(3) The job description applicable to wage data submitted by the employer must be adequate to determine that the data represents workers who are similarly employed. *Similarly employed* means jobs requiring substantially similar levels of skills.
(4) The wage data must have been collected across industries that employ workers in the occupation.

(5) The prevailing wage determination should be based on the arithmetic mean (weighted average) of wages for workers that are similarly employed in the area of intended employment. If the survey provides a median wage of workers similarly employed in the area of intended employment and does not provide an arithmetic mean, the median wage shall be used as the basis for making a prevailing wage determination.

(6) In all cases where an employer provides the NPWHC with wage data for which it seeks acceptance, the employer must include the methodology used for the survey to show that it is reasonable and consistent with recognized statistical standards and principles in producing a prevailing wage (e.g., contains a representative sample), including its adherence to these standards for the acceptability of employer-provided wage data. It is important to note that a prevailing wage determination based upon the acceptance of employer-provided wage data for the specific job opportunity at issue does not supersede the OES wage rate for subsequent requests for prevailing wage data in that occupation.

Information from employers that consists merely of speculation, subjective impressions, or pleas that it cannot afford to pay the prevailing wage rate determined by the NPWHC

will not be taken into consideration in making a wage determination. If the NPWHC does not find the employer-provided wage survey acceptable, the NPWHC must notify the employer in writing and include the reasons the survey was not found to be acceptable. Upon receiving this determination, the employer may provide supplemental information, file a new request, or appeal the determination.

In issuing wage determinations, the NPWHC may be required to convert an hourly rate to a weekly, monthly, or annual rate, or to convert a weekly, monthly, or annual rate to an hourly rate. As a matter of policy, such conversions shall be based on 2,080 hours of work in a year.

Factors relating to the nature of the employer, such as whether the employer is public or private, for profit or nonprofit, large or small, charitable, a religious institution, a job contractor, or a struggling or prosperous firm, do not bear in a significant way on the skills and knowledge levels required and, therefore, are not relevant to determining the prevailing wage for an occupation under the regulations at 20 CFR 655.10 and 20 CFR 656.40. As noted above, the relevant factors are the job, the geographic locality of the job, and the level of skill required to perform independently on the job.

III. Procedures

A. Filing

Employers must request and receive the determination of the prevailing wage from the NPWHC. The NPWHC shall enter its wage determination on the ETA Form 9141 return the form to the employer. To enable NPWHC to provide employers or their representatives accurate wage determinations that take into account the employer's particular job and its requirements, all requests for and responses to wage determinations will be in writing. If the employer does not present sufficient information with its request – the particulars of the job offer or sufficient information about employer-provided wage data – the NPWHC shall request such additional information from the employer as may be necessary to make the determination.

B. NPWHC Response

The NPWHC responses shall state the specific wage rate applicable to the employer's job opportunity and indicate the source of such information. The response shall also specify the dates the prevailing wage is valid – the validity period begin and end dates.

It is important to note that §655.10 and 656.40 provide that a prevailing wage determination for labor certification purposes shall not permit an employer to pay a wage lower than that required under any other Federal, state, or local law. For example, if the wage rate in the OES or employer-provided survey is lower than the Federal, state, or local minimum wage, the response to the employer's request should indicate that the employer must offer and pay at least the minimum wage provided by

Federal, state, or local law, whichever is higher. Since the OES wage data or data in an employer-provided survey are collected in the year or years prior to the data being available to the NPWHC, this may occur in some instances.

C. NPWHC Responsibilities

It is incumbent upon NPWHC to organize the prevailing wage function and establish controls that will enable them to provide information regarding a particular prevailing wage determination, to answer questions if it is required in an enforcement action conducted by the Department of Labor, and to provide information to the certifying officer to be used before the Board of Alien Labor Certification Appeals. Requests from employers for wage determinations shall be filed in writing with the organizational subcomponent of the NPWHC responsible for alien labor certification prevailing wage determinations. Only that component should respond to requests for wage information for immigration purposes. A dated copy of the prevailing wage determination provided to the employer should be maintained by the NPWHC for two years. The relevant portions of an employer-provided survey must also be maintained with the determination for the requisite period.

IV. Challenges to Prevailing Wage Determinations

The employer has the option of requesting a redetermination from the CO who issued the determination by submitting supplemental documentation under 655.10(g) or 656.40(h).

The employer may challenge the CO's PWD by requesting review by the Center Director under 655.11(a) or 656.41(a).

The employer may appeal the Center Director's determination by requesting review by the Board of Alien Labor Certification Appeals under 655.11(e) or 656.41(d).

The NPWHC must administer the above requests in accordance with the specific provisions of the appropriate regulation.

Appendix A: OES Prevailing Wage Guidance

All employer applications for a prevailing wage determination shall initially be considered an entry level or Level I wage. The employer's requirements for experience, education, training, and special skills shall be compared to those generally required for an occupation as described in O*NET and shall be used as indicators that the job opportunity is for an experienced (Level II), qualified (Level III), or fully competent (Level IV) worker and warrants a prevailing wage determination at a higher wage level.

All prevailing wage determinations start with a Level I determination; therefore, the check sheet and worksheet have a 1 entered in the Wage Level Column.

Step 1 – Enter the O*NET Requirements on the Worksheet

- Use the O*NET OnLine 'Find Occupations' feature (http://online.onetcenter.org) to determine the appropriate O*NET-SOC code based on the job title provided on the prevailing wage determination request form.
- Enter the job title from the employer's job offer into the Quick Search box and click on Go.
- Select the O*NET occupation that most closely matches the employer's request from the resulting list of occupations.
- Review the Tasks, Knowledge, Work Activities, and Job Zone information contained in the O*NET summary report to gain an understanding of what is generally required for vocational preparation and performance in that occupation.

Enter the O*NET education and experience requirements on the Worksheet.

Step 2 – Complete the Experience Section of the Worksheet

Compare the overall experience described in the O*NET Job Zone to the years of experience required by the employer on the prevailing wage determination request form.

For occupations contained in Job Zone 1, if the employer's experience requirement is equivalent to that described in an:

- SVP of 1 (experience requirement of a short duration), enter a 0 in the Wage Level Column.
- SVP of 2 (experience requirement of anything beyond short duration and up to 1 month), enter a 1 in the Wage Level Column.

Butler's Exh. 86, p. 018

- SVP of 3 (experience requirement of over 1 month up to and including 3 months), enter a 2 in the Wage Level Column.

- SVP of 4 (experience requirement of over 3 months up to and including 6 months), enter a 3 in the Wage Level Column.

Refer to Appendix E: Specific Vocational Preparation (SVP) for an explanation of the experience requirements related to an SVP level.

For occupations in Job Zones 2 through 5, if the employer's experience requirement is:

- At or below the level of experience and SVP range, make no entry in the Wage Level Column.

- In the low end of the experience and SVP range, enter a 1 in the Wage Level Column.

- In the high end of the experience and SVP range, enter a 2 in the Wage Level Column.

- Greater than the experience and SVP range, enter a 3 in the Wage Level Column.

Points should be added for the amount of experience only if the required work experience is above the starting point of the O*NET job zone range. ***Education required for the job is addressed in Step 3 of the worksheet, and therefore the years of education required should not be considered in Step 2. However, if education is considered as an equivalent amount of experience in Step 2, it should not also be considered in Step 3.***

Step 3 – Complete the Education Section of the Worksheet

Compare the education requirement generally required for an occupation to the education requirement in the employer's job offer.

Determine if the level required by the employer's job offer is greater than what is generally required.

Professional Occupations by O*NET-SOC category and the related education and training category code are listed in Appendix A to the Preamble of the PERM regulations. The education and training categories assigned to those occupations shall be considered the usual education and training required when considering the education level for prevailing wage determinations. A listing of occupations designated as professional occupations and the related education and training category can be found in Appendix D of this document.

For professional occupations:

- If the education required on the prevailing wage determination request form is equal to or less than the usual education contained in Appendix D, make no entry in the Wage Level Column.

- If the education required on the prevailing wage determination request form is more than the usual education contained in Appendix D by one category, enter a 1 on the worksheet in the Wage Level Column.

- If the education required is more than the usual education contained in Appendix D by more than one category, enter a 2 on the worksheet in the Wage Level Column.

Example: If the occupation generally requires a Bachelor's degree and the employer's job offer requires a Master's degree, enter a 1; if the job offer requires a Ph.D., enter a 2.

For all other occupations, use the education level for what 'most of these occupations' require or 'these occupations usually require' described in the O*NET Job Zone for that occupation.

- If the education or training is equal to or less than what 'most occupations require' or the level that these occupations 'usually' require, make no entry in the Wage Level Column.

- If the education or training is more than what 'most occupations require' or the level that these occupations 'usually' require, enter a 1 on the worksheet in the Wage Level Column.

- If the education or training required on the prevailing wage determination request form is more than the level described by what 'some may require,' enter a 2 on the worksheet in the Wage Column.

Experience required for the job is addressed in Step 2 of the worksheet, and therefore the years of experience required should not be considered in Step 3.

Step 4 – Complete the Special Skills and Other Requirements Section of the Worksheet

- Review the job title, job description (duties), and special requirements on the prevailing wage determination request form to identify the tasks, work activities, knowledge, and skills required. An employer's requirement for an occupational license and/or certification should be evaluated to determine if they are indicators of a requirement for special skills warranting the award of a point or points on the worksheet. They may not necessarily be such an indicator.

Butler's Exh. 86, p. 020

- Make note of machines, equipment, tools, or computer software used. Consider how the employer's requirements compare to the O*NET Tasks, Work Activities, Knowledge, and Job Zone Examples. Consider whether the employer's requirements indicate the need for skills beyond those of an entry-level worker.

- In situations where the employer's requirements are not listed in the O*NET Tasks, Work Activities, Knowledge, and Job Zone Examples for the selected occupation, then the requirements should be evaluated to determine if they represent special skills. The requirement of a specific skill not listed in the O*NET does not necessitate that a point be added. If the specific skills required for the job are generally encompassed by the O*NET description for the position, no point should be added. However, if it is determined that the requirements are indicators of skills that are beyond those of an entry level worker, consider whether a point should be entered on the worksheet in the Wage Level Column.

Note: A language requirement other than English in an employer's job offer shall generally be considered a special skill for all occupations, with the exception of Foreign Language Teachers and Instructors, Interpreters, and Caption Writers, and a point should be entered on the worksheet.

It is recognized, however, that there may be circumstances where a foreign language is required for the job, but that requirement does not sufficiently increase the seniority and complexity of the position such that a point must be added for the foreign language requirement (e.g. Specialty Cooks).

- If the employer's job opportunity requires the possession of a license or certification, the NPWHC must give careful consideration to the occupation in question and the education, training, and experience requirements of the license or certification to evaluate whether possession of a license or certification is an indicator that the offer of employment is for an experienced worker.

- An employer's requirement for the possession of an occupational license or certification does not constitute a situation where a point must automatically be awarded. The NPWHC should look at the employer's job description and stated requirements to evaluate, along with other factors, whether the position is closely supervised, involves only moderately complex duties, and allows limited exercise of independent judgment. If the license or certification is a normal requirement to perform the job duties as an entry level worker, no point should be added on the worksheet in the Wage Column, e.g., attorney, teacher, registered nurse.

- Some occupations have more than one license and the requirements of the license provide an indicator of the level of independent judgment and complexity of tasks required of the licensee, e.g. Journeyman Plumber or Master Plumber. The NPWHC must consider the education, training and experience requirements of the license or certification to determine when points should be entered on the worksheet in the Wage Column.

If a substantial amount of work experience, education or training is required to obtain a license or certification and this results in the total amount of necessary work experience being on the high end of the O*NET job zone range, ***a point could be added either in Step 2 for the work experience, or Step 3 for the education or training, or in Step 4 for the license. A point or points should not be added in every step***.

Step 5 – Complete the Supervisory Duties Section of the Worksheet

- Review the prevailing wage determination request form to determine the number or range of people to be supervised to determine if there is a supervisory requirement; and

- If the number is greater than 0, then enter a 1 on the worksheet in the Wage Level Column.

Exception: If supervision is a customary duty for the O*NET occupation (e.g., First-line Supervisors/Managers occupations), do not enter a 1 on the worksheet in the Wage Level Column.

Note: Previous guidance suggested that an employer's job offer that included supervisory duties should be assigned the higher of the two previous wage levels. In this new guidance, an employer's job requirement for supervisory duties will not automatically warrant a determination of the highest wage level because the wages for supervisory occupations already account for the supervision of employees. The guidance contained above for evaluating education, experience, and skills required in an employer's job offer should be used to determine the appropriate wage level for supervisory occupations.

Determine the wage level by summing the numbers in the Wage Level Column of the worksheet. The sum total shall equal the wage for the prevailing wage determination. If the sum total is greater than 4, then the wage level shall be Level 4.

The process described above should not be implemented in an automated fashion. The NPWHC must exercise judgment when making prevailing wage determinations. The wage level should be commensurate with the complexity of tasks, independent judgment required, and amount of close supervision received as described in the employer's job opportunity.

Butler's Exh. 86, p. 022

Appendix B: Check Sheet for Use in Determining OES Wage Level

Indicator	Job Offer Requirements	O*NET-Usual Requirements	Instruction	Wage Level Result
Step 1. Requirements				1
Step 2. Experience	Enter the years of experience required by the employer.	Job Zone (overall experience, job training)	If the years of required experience in the job order are greater than the low end of the O*NET usual requirements, enter 1, 2, or 3.	
Step 3. Education	Enter the education or training required by the employer.	Professional Occupations Appendix D Other occupations - Job Zone (overall experience, job training, education)	If the years of required education in the job order are greater than the Categories for Professional Occupations OR O*NET usual requirements for non-professional occupations, enter 1 or 2.	
Step 4. Special Skills (Y/N)	Note special requirements from the job description or other special requirements including licensure or certification.	O*NET Tasks, Knowledge, and Work Activities. National or state licensing/ certification requirements.	Consider if skills, knowledge, work activities, tasks, licensure or certification requirements indicate a higher level of complexity or decision-making. Enter 1 or 2 as appropriate.	
Step 5. Supervisory duties (Y/N)	Note any supervisory duties indicated in the job duties or description.		If Yes, enter a 1 – UNLESS supervision is generally required by the O*NET occupation.	
			Sum:	

Butler's Exh. 86, p. 023

Appendix C: Worksheet for Use in Determining OES Wage Level

Employer's Job Title:

O*NET Title: **Date:**

O*NET Code: **Reviewer:**

Indicator	Job Offer Requirements	O*NET-Usual Requirements	Comments	Wage Level Result
Step 1. Requirements				1
Step 2. Experience				
Step 3. Education				
Step 4. Special Skills and Other Requirements? (Y/N)				
Step 5. Supervisory duties (Y/N)				
			Sum:	

Butler's Exh. 86, p. 024

U.S. Department of Labor
Wage and Hour Division

U.S. Wage and Hour Division

(October 2009)

Fact Sheet #69: Requirements to Participate in the H-2B Program

The H-2B provisions of the Immigration and Nationality Act (INA) provide for the admission of nonimmigrants to the U.S. to perform temporary non-agricultural labor or services. [8 U.S.C. 1101(a)(15)(H)(ii)(b)]

The Wage and Hour Division (WHD) of the U.S. Department of Labor (Department) has been delegated enforcement responsibility to ensure H-2B workers are employed in compliance with H-2B labor certification requirements. This enforcement authority has been delegated by the Department of Homeland Security (DHS) pursuant to 8 U.S.C. 1184(c)(14)(B) and 8 U.S.C. 1103(a)(6). The Department's regulations implementing this authority became effective on January 18, 2009, and are applicable to applications for certifications filed on or after that date pursuant to 20 C.F.R. Part 655.

As part of the application process an employer seeking authorization to employ H-2B workers must attest that it:

Job Opportunity

1. Will offer terms and working conditions normal to U.S. workers similarly employed in the area of intended employment, which are no less favorable than those offered to H-2B workers. [20 C.F.R. § 655.22(a)]

2. Will offer a job opportunity to H-2B workers that is a bona fide, full-time temporary position with qualifications that are consistent with the normal and accepted qualifications required by non-H-2B employers in the same or comparable occupations. [20 C.F.R. § 655.22(h)]

3. Will truly and accurately state the dates of temporary need, reason for temporary need, and number of positions being requested for labor certification. [20 C.F.R. § 655.22(n)]

Strike/Lockout

Must not seek H-2B certification for a specific job opportunity that is vacant because the former occupant(s) is (are) on strike or locked out in the course of a labor dispute involving a work stoppage. [20 C.F.R. § 655.22(b)]

Recruiting

Has met recruiting requirements found in 20 C.F.R. § 655.15(d), which require the employer to:

A. Obtain a prevailing wage determination from the National Processing Center;
B. Submit a job order to the State Workforce Agency (SWA) serving the area of intended employment;
C. Publish advertisements in compliance with 20 C.F.R. § 655.15(f);
D. Contact the local union as a recruitment source if the employer is a party to a collective bargaining agreement governing the job classification that is the subject of the H-2B labor certification application.

U.S. Applicants

1. Will not reject U.S. applicants for the job opportunity for which the labor certification is sought for reasons other than lawful, job-related reasons. [20 C.F.R. § 655.22(c)]

2. Will retain records of all rejections of U.S. worker applicants for the job opportunity for which labor certification is sought. [20 C.F.R. § 655.22(c)]

3. Has not been successful in locating sufficient numbers of qualified U.S. applicants for the open job opportunity. [20 C.F.R. § 655.22(c)]

Other Laws

Will comply with applicable Federal, State, and local employment-related laws, including health and safety laws. [20 C.F.R. § 655.22(d)]

Wage Payments

1. Will offer and pay the H-2B worker no less than the highest of the prevailing wage, applicable Federal minimum wage, State minimum wage, or local minimum wage during the entire period of the approved H-2B labor certification [20 C.F.R § 655.22(e)] which:

    A. Is not based on commissions, bonuses or other incentives unless guaranteed and paid by the employer on a weekly, bi-weekly, or monthly basis; and
    B. Does not include any deductions that would violate the Fair Labor Standards Act (FLSA) for an employer covered by the FLSA. [20 C.F.R. § 655.22(g)(1)]

2. Will make all deductions from the workers' paychecks that are required by law. [20 C.F.R. § 655.22(g)(1)]

3. Has contractually forbidden any foreign labor contractor or recruiter whom the employer engages in international recruitment of H-2B workers to seek or receive payments from prospective employees except as provided at 8 C.F.R. § 214.2(h)(5)(xi)(A) or as reimbursement for costs that are the responsibility of the worker, such as government required passport or visa fees. [20 C.F.R. § 655.22(g)(2)]

4. Has not, whether directly or through its attorney or agent, sought or received payment of any kind for an activity related to obtaining the labor certification, including payment of the employer's attorney's or agent's fees, H-2B application, or recruitment costs. [20 C.F.R. § 655.22(j)]

Layoffs

1. Has not laid off and will not lay off any similarly employed U.S. worker in the occupation for which the labor certification is sought:

    A. In the area of intended employment within the period from 120 calendar days before the date of need through 120 calendar days after the date of need;
    B. Except where the employer has offered the job opportunity for which the labor certification is sought to laid-off U.S. workers and such workers either refused the job opportunity or were rejected only for lawful, job-related reasons. [20 C.F.R. § 655.22(i)]

2. Will not place, if a job contractor, any H-2B worker with any other employer or at another employer's worksite unless:

    A. The employer first makes a bona fide written inquiry as to whether the other employer has displaced or intends to displace any similarly employed U.S. workers within the area of intended employment within the period beginning 120 calendar days before through 120 calendar days after the date of need; and
    B. The other employer provides written confirmation that it has not so displaced and does not intend to displace U.S. workers; and
    C. All worksites are listed on the H-2B certification, including amendments or modifications. [20 C.F.R. § 655.22(k)]

Relocating

Will not place any H-2B worker outside the area of intended employment listed on the H-2B certification unless the employer has obtained a new temporary labor certification from the Department. [20 C.F.R. § 655.22(l)]

Notice

1. Will notify the Department and DHS in writing of the separation from employment of an H-2B worker, not later than two work days after such separation is discovered by the employer, if such separation occurs prior to the end date of the employment specified in the H-2B application. [20 C.F.R. § 655.22(f)]

2. Will notify the H-2B workers:
    A. Of the requirement that they leave the U.S. at the end of the authorized period of stay provided by DHS or separation from the employer, whichever is earlier, absent any extension or change of such workers' status or grace period pursuant to DHS regulations; and
    B. That the employer is liable for return transportation of the workers if the workers are dismissed before the end of the authorized period of stay. [20 C.F.R. § 655.22(m)]

Failure to meet any of these obligations may result in the assessment of civil money penalties, a recommendation that the employer be disqualified from approval from future petitions (debarment), reinstatement of displaced U.S. workers, payment of back wages owed to H-2B workers, and other legal or equitable remedies as the Administrator of the WHD determines to be appropriate.

The requirement listed above can be found in the Immigration and Nationality Act § 241, 8 U.S.C. § 1184, and 20 C.F.R. Part 655 Subpart A.

Where to Obtain Additional Information

For additional information, visit our Wage and Hour Division Website: http://www.wagehour.dol.gov and/or call our toll-free information and helpline, available 8 a.m. to 5 p.m. in your time zone, 1-866-4USWAGE (1-866-487-9243).

This publication is for general information and is not to be considered in the same light as official statements of position contained in the regulations.

U.S. Department of Labor
Frances Perkins Building
200 Constitution Avenue, NW
Washington, DC 20210

1-866-4-USWAGE
TTY: 1-866-487-9243
Contact Us

U.S. Bureau of Labor Statistics
On behalf of the Standard Occupational Classification Policy Committee (SOCPC)

February 2010
Questions should be emailed to soc@bls.gov

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Introduction

Purpose of the Standard Occupational Classification

The 2010 Standard Occupational Classification (SOC) system is used by Federal statistical agencies to classify workers and jobs into occupational categories for the purpose of collecting, calculating, analyzing, or disseminating data.

Users of occupational data include government program managers, industrial and labor relations practitioners, students considering career training, job seekers, career and employment counselors, educational institutions, and employers wishing to set salary scales or to locate to a new facility. Federal agencies use the SOC system to collect occupational data. The implementation of the 2000 SOC meant that for the first time, all major occupational data sources produced by the Federal statistical system provided data that are comparable, greatly improving the usefulness of the data. The 2010 SOC continues to serve this purpose and has been revised to improve data collection and maintain currency.

The SOC is designed to reflect the current occupational structure of the United States; it classifies all occupations in which work is performed for pay or profit. The SOC covers all jobs in the national economy, including occupations in the public, private, and military sectors. All Federal agencies that publish occupational data for statistical purposes are required to use the SOC to increase data comparability across Federal programs. State and local government agencies are strongly encouraged to use this national system to promote a common language for categorizing and analyzing occupations.

To facilitate classification and presentation of data, the SOC is organized in a tiered system with four levels, ranging from major groups to detailed occupations. There are 23 major groups, broken into 97 minor groups. Each minor group is broken into broad groups, of which there are 461. There are, at the most specified level, 840 detailed occupations. Detailed occupations in the SOC with similar job duties, and in some cases skills, education, and/or training, are grouped together. Each worker is classified into only one of the 840 detailed occupations based on the tasks he or she performs.

Overview of SOC Manual 2010

The *SOC Manual 2010* manual describes the occupational structure showing the different levels of aggregation, as well as the occupation titles and definitions. Illustrative examples of job titles used in an occupation are listed. The *SOC Manual 2010* also discusses the principles of classification, guidelines for coding jobs to the classification, and answers to Frequently Asked Questions. Detailed occupation descriptions and other information in the manual also can be found on the SOC homepage at https://www.bls.gov/soc To obtain a CD-ROM version or additional print copies of the *SOC Manual 2010*, contact:

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US Department of Commerce
National Technical Information Service
5301 Shawnee Road
Alexandria, VA 22312
(703) 605-6000 or 1-800-553-NTIS (6847)
Order Number: PB2010-105544 (hard cover)
Order Number: PB2010-500061 (CD-ROM)

Historical background

The Standard Occupational Classification (SOC) was first published in 1980, but was rarely used. The Office of Management and Budget (OMB) created the SOC Revision Policy Committee (SOCRPC) to revise the SOC for 2000 with the purpose of creating a system of classification that would allow all government agencies and private industry to produce comparable data.

Completed in 1998, the 2000 SOC resulted from 4 years of research by the SOCRPC and workgroups composed of members of more than 15 government agencies. The SOCRPC used the Bureau of Labor Statistics' (BLS) Occupational Employment Statistics (OES) occupational classification system as the starting point for the new SOC framework.

The *SOC Manual 2010* replaces the 2000 edition, and will be adopted by all Federal agencies that use the *SOC Manual 2000.*

Revision process for the 2010 edition

In 2005, the Office of Management and Budget first met with the Standard Occupational Classification Policy Committee (SOCPC) which includes representatives from the following agencies:

- Department of Labor, Bureau of Labor Statistics and Employment and Training Administration
- Department of Commerce, Census Bureau
- Department of Defense, Defense Manpower Data Center
- Department of Education, National Center for Education Statistics
- Equal Employment Opportunity Commission
- Department of Health and Human Services, Health Resources and Services Administration
- National Science Foundation, Division of Science Resources Statistics
- Office of Personnel Management
- Office of Management and Budget, Office of Information and Regulatory Affairs

To initiate the formal 2010 SOC revision process, OMB and the SOCPC requested public comment in a May 16, 2006, *Federal Register* notice (71 FR 28536) on: (1) the Standard

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Occupational Classification Principles, (2) corrections to the *Standard Occupational Classification Manual 2000*, (3) the intention to retain the current SOC major group structure, (4) changes to the existing detailed occupations, and (5) new detailed occupations to be added to the revised 2010 SOC.

To carry out the bulk of the revision effort, the SOCPC created six workgroups comprised of agency staff to examine occupations in the following major groups:

- Management, Professional, and Related Occupations (major groups 11-29)
- Service Occupations (major groups 31-39)
- Sales and Office Occupations (major groups 41-43)
- Natural Resources, Construction, and Maintenance Occupations (major groups 45-49)
- Production, Transportation, and Material Moving Occupations (major groups 51-53) and
- Military Specific Occupations (major group 55).

The workgroups were charged with reviewing comments received in response to the May 16, 2006, *Federal Register* notice (71 FR 28536) and providing recommendations to the SOCPC. Guided by the Classification Principles, the SOCPC reviewed the recommendations from the workgroups and reached decisions by consensus.

OMB announced the proposed new structure in a *Federal Register* notice on May 22, 2008 (73 FR 29930). OMB, in conjunction with the SOCPC, reviewed and carefully considered the comments received in response to these notices in the process of making its final decisions. The final 2010 occupation changes were announced in a *Federal Register* notice on January 21, 2009 (74 FR 3920).

Future of the SOC

The SOC Policy Committee will continue to serve as a standing committee after publication of the *SOC Manual 2010*, to perform maintenance functions such as recommending clarifications of SOC definitions, placement of new occupations within the existing structure, and updates to title files, including the newly-created Direct Match Title File.

The Direct Match Title File lists associated job titles for many detailed SOC occupations. Each of these titles is a direct match to a single SOC occupation. All workers with a job title listed in the Direct Match Title File are classified in only one detailed SOC occupation code. All Federal agencies that use the SOC will adopt the Direct Match Title File, although some may maintain separate program-specific title files. The Direct Match Title File, available on the SOC Web site at https://www.bls.gov/soc allows data users to compare occupational information for these titles across Federal statistical agencies.

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The SOCPC will continue to update the Direct Match Title File on a regular basis. Interested parties may suggest additional job titles to the SOCPC by e-mailing SOC@bls.gov.

The SOCPC has proposed that the next revision of the SOC will result in a 2018 edition, with the next major review and revision of the SOC expected to begin in 2013. The intent of this revision schedule is to minimize disruption to data providers, producers, and users by promoting simultaneous adoption of revised occupational and industry classification systems for those data series that use both. Given the multiple interdependent programs that rely on the SOC, this is best accomplished by timing revisions of the SOC for the years following North American Industry Classification System (NAICS) revisions, which occur for years ending in 2 and 7. The next such year is 2018, which has the additional benefit of coinciding with the beginning year of the American Community Survey 5-year set of surveys that bracket the 2020 Decennial Census. Thus, OMB intends to consider revisions of the SOC for 2018 and every 10 years thereafter.

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What's New in the 2010 SOC

The 2010 SOC system contains 840 detailed occupations, aggregated into 461 broad occupations. In turn, the SOC combines these 461 broad occupations into 97 minor groups and 23 major groups. Of the 840 detailed occupations in the 2010 SOC, 359 remained exactly the same as in 2000, 453 had definition changes, 21 had a title change only, and 7 had a code change without a change in definition. Most of the definition changes (392) were editorial revisions that did not change occupational content. Therefore, no substantive changes occurred in occupational coverage for about 90 percent of the detailed occupations in the 2010 SOC.

Occupational areas with significant revisions and additions included

- Information technology (minor group 15-1100 Computer Occupations)
- Healthcare (major groups 29-0000 Healthcare Practitioners and Technical Occupations and 31-0000 Healthcare Support Occupations)
- Printing (minor group 51-5100 Printing Workers) and
- Human resources (minor group 13-1000 Business Operations Specialists)

In comparison to the 2000 SOC, the 2010 SOC realized a net gain of 19 detailed occupations, 12 broad occupations, and 1 minor group. The nature of the changes in detailed occupations is indicated in table 1.

Table 1: Distribution of detailed 2010 occupations, by type of change, 2000-2010

Type of change			2010 SOC detailed occupations	
Code changed?	Title revised?	Definition revised?	Number	Percent[1]
No	No	No	359	42.7
No	No	Yes[2]	356	42.4
No	Yes	Yes[2]	44	5.2
Yes	Yes	Yes[2]	42	5.0
No	Yes	No	21	2.5
Yes	No	Yes[2]	11	1.3
Yes	No	No	7	0.8
Yes	Yes	No	0	0.0
All occupations			840	100.0

[1] May not add to total due to rounding

[2] Of the 453 definition changes, 392 were editorial or to account for changes in technology. The remaining 61 occupations with revisions to definitions affected occupational coverage and are embedded in these rows. See page ix, Revised Occupational Definitions.

New occupations

The 2010 SOC contains 24 new occupations and codes that were broken out of the 2000 SOC occupations. These occupations are as follows:

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2010 SOC Code	*2010 SOC Title*
13-1131	Fundraisers
15-1122	Information Security Analysts
15-1134	Web Developers
15-1143	Computer Network Architects
15-1152	Computer Network Support Specialists
21-1094	Community Health Workers
25-2051	Special Education Teachers, Preschool
25-2059	Special Education Teachers, All Other
29-1128	Exercise Physiologists
29-1151	Nurse Anesthetists
29-1161	Nurse Midwives
29-1171	Nurse Practitioners
29-2035	Magnetic Resonance Imaging Technologists
29-2057	Ophthalmic Medical Technicians
29-2092	Hearing Aid Specialists
29-9092	Genetic Counselors
31-1015	Orderlies
31-9097	Phlebotomists
33-9093	Transportation Security Screeners
39-4031	Morticians, Undertakers, and Funeral Directors
43-3099	Financial Clerks, All Other
47-2231	Solar Photovoltaic Installers
49-9081	Wind Turbine Service Technicians
51-3099	Food Processing Workers, All Other

The number of detailed occupations (821) in the 2000 SOC increased to 845 with the addition of these 24 new occupations. The final count of 2010 SOC occupations (840) was due to a number of other changes.

- The 2010 detailed occupation 51-9151 Photographic Process Workers and Processing Machine Operators resulted from combining two detailed 2000 occupations into one.
- The 2010 detailed occupation 11-9013 Farmers, Ranchers, and Other Agricultural Managers resulted from combining two detailed 2000 occupations into one.
- The 2010 detailed occupations in minor group 51-5110 Printing Workers, 51-5111 Prepress Technicians and Workers, 51-5112 Printing Press Operators, and 51-5113 Print Binding and Finishing Workers, resulted from combining five detailed 2000 occupations into three.
- Three 2000 SOC computer occupations were revised to six detailed occupations in the 2010 SOC, four of which are included in the list of new occupations above.

For more information on the relationships between detailed occupations in the 2000 and 2010 SOC, see the crosswalks available in electronic format at https://www.bls.gov/soc

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Occupations that moved within the SOC structure

As another indicator of the scope of changes, the nine detailed occupations listed below moved from one major group in the 2000 SOC to another in the 2010 SOC.

- Emergency Management Directors (11-9161) moved into major group 11-0000 Management Occupations from major group 13-0000 Business and Financial Operations Occupations, where it was previously Emergency Management Specialists (13-1061)
- Farm Labor Contractors (13-1074) moved into major group 13-0000 Business and Financial Operations Occupations from major group 45-0000 Farming, Fishing, and Forestry Occupations
- Fundraisers (13-1131) moved into major group 13-0000 Business and Financial Operations Occupations from Sales and Related Workers, All Other (41-9099) in major group 41-0000 Sales and Related Occupations
- Market Research Analysts and Marketing Specialists (13-1161) moved into major group 13-0000 Business and Financial Operations Occupations from multiple SOC occupations including Market Research Analysts in major group 19-0000 Life, Physical, and Social Science Occupations and Public Relations Specialists in major group 27-0000 Arts, Design, Entertainment, Sports, and Media Occupations
- Workers in the newly-created Transportation Security Screeners (33-9093) were previously classified in multiple SOC occupations including Compliance Officers, Except Agriculture, Construction, Health and Safety, and Transportation in major group 13-0000 Business and Financial Operations
- Workers in the newly-created Morticians, Undertakers, and Funeral Directors (39-4031) were previously classified with Funeral Directors (11-9061) in major group 11-0000 Management Occupations
- Workers in the newly-created Solar Photovoltaic Installers (47-2231) were previously classified in multiple SOC occupations including two in major group 49-0000 Installation, Maintenance, and Repair Occupations—Heating, Air Conditioning, and Refrigeration Mechanics and Installers (49-9021) and Installation, Maintenance, and Repair Workers, All Other (49-9099)
- Flight Attendants (53-2031) moved into major group 53-0000 Transportation and Material Moving Occupations from major group 39-0000 Personal Care and Service Occupations
- Transportation Attendants, Except Flight Attendants (53-6061) moved into major group 53-0000 Transportation and Material Moving Occupations from major group 39-0000 Personal Care and Service Occupations

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Revised occupational definitions

There were 61 instances of revisions to definitions that affected occupational coverage. These 61 detailed occupations are listed below and include the 24 new occupations denoted by an asterisk (*). This list encompasses collapsed occupations, as well as 2010 occupations that resulted from a split. Other occupations had editorial changes or modifications to account for changes in technology. A table describing the nature of the changes, by detailed occupation, is available at https://www.bls.gov/soc

2010 SOC Code	*2010 SOC Title*
11-9013	Farmers, Ranchers, and Other Agricultural Managers
11-9061	Funeral Service Managers
13-1041	Compliance Officers
13-1071	Human Resources Specialists
13-1075	Labor Relations Specialists
13-1121	Meeting, Convention, and Event Planners
13-1131	Fundraisers *
13-1161	Market Research Analysts and Marketing Specialists
13-1199	Business Operations Specialists, All Other
15-1121	Computer Systems Analysts
15-1122	Information Security Analysts *
15-1134	Web Developers*
15-1142	Network and Computer Systems Administrators
15-1143	Computer Network Architects *
15-1152	Computer Network Support Specialists *
21-1091	Health Educators
21-1094	Community Health Workers *
21-1099	Community and Social Service Specialists, All Other
23-1012	Judicial Law Clerks
23-2011	Paralegals and Legal Assistants
25-2051	Special Education Teachers, Preschool *
25-2052	Special Education Teachers, Kindergarten and Elementary School
25-2059	Special Education Teachers, All Other *
25-3099	Teachers and Instructors, All Other
27-3031	Public Relations Specialists
29-1128	Exercise Physiologists *
29-1129	Therapists, All Other
29-1141	Registered Nurses
29-1151	Nurse Anesthetists*
29-1161	Nurse Midwives *
29-1171	Nurse Practitioners *
29-2034	Radiologic Technologists
29-2035	Magnetic Resonance Imaging Technologists *
29-2057	Ophthalmic Medical Technicians *
29-2092	Hearing Aid Specialists *
29-2099	Health Technologists and Technicians, All Other
29-9092	Genetic Counselors *
29-9099	Healthcare Practitioners and Technical Workers, All Other
31-1014	Nursing Assistants
31-1015	Orderlies *

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31-9097	Phlebotomists *
31-9099	Healthcare Support Workers, All Other
33-9032	Security Guards
33-9093	Transportation Security Screeners *
33-9099	Protective Service Workers, All Other
39-4031	Morticians, Undertakers, and Funeral Directors*
41-9099	Sales and Related Workers, All Other
43-3099	Financial Clerks, All Other *
43-9199	Office and Administrative Support Workers, All Other
47-2111	Electricians
47-2181	Roofers
47-2231	Solar Photovoltaic Installers*
47-4099	Construction and Related Workers, All Other
49-9021	Heating, Air Conditioning, and Refrigeration Mechanics and Installers
49-9081	Wind Turbine Service Technicians*
49-9099	Installation, Maintenance, and Repair Workers, All Other
51-3099	Food Processing Workers, All Other *
51-5112	Printing Press Operators
51-5113	Print Binding and Finishing Workers
51-9151	Photographic Process Workers and Processing Machine Operators
51-9199	Production Workers, All Other

SOC codes no longer in use

Of the 821 detailed SOC codes in the 2000 SOC, the 40 listed in table 2 are not used in the 2010 SOC. For each detailed 2000 SOC occupation, the corresponding 2010 codes and titles are also shown.

Table 2: 2000 SOC codes no longer in use and their 2010 replacements

2000 SOC code	2000 SOC title	2010 SOC code	2010 SOC title
11-3041	Compensation and Benefits Managers	11-3111	Compensation and Benefits Managers
11-3042	Training and Development Managers	11-3131	Training and Development Managers
11-3049	Human Resources Managers, All Other	11-3121	Human Resources Managers
11-9011	Farm, Ranch, and Other Agricultural Managers	11-9013	Farmers, Ranchers, and Other Agricultural Managers
11-9012	Farmers and Ranchers	11-9013	Farmers, Ranchers, and Other Agricultural Managers
13-1061	Emergency Management Specialists	11-9161	Emergency Management Directors
13-1072	Compensation, Benefits, and Job Analysis Specialists	13-1141	Compensation, Benefits, and Job Analysis Specialists
13-1073	Training and Development Specialists	13-1151	Training and Development Specialists
13-1079	Human Resources, Training, and Labor Relations Specialists, All Other	13-1075	Labor Relations Specialists
15-1011	Computer and Information Scientists, Research	15-1111	Computer and Information Research Scientists
15-1021	Computer Programmers	15-1131	Computer Programmers
15-1031	Computer Software Engineers, Applications	15-1132	Software Developers, Applications

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Table 2 (con't): 2000 SOC codes no longer in use and their 2010 replacements

15-1032	Computer Software Engineers, Systems Software	15-1133	Software Developers, Systems Software
15-1041	Computer Support Specialists	15-1151	Computer User Support Specialists
15-1051	Computer Systems Analysts	15-1143	Computer Network Architects (part)
		15-1121	Computer Systems Analysts
15-1061	Database Administrators	15-1141	Database Administrators
15-1071	Network and Computer Systems Administrators	15-1142	Network and Computer Systems Administrators (part)
15-1081	Network Systems and Data Communications Analysts	15-1122	Information Security Analysts
		15-1134	Web Developers
		15-1142	Network and Computer Systems Administrators (part)
		15-1143	Computer Network Architects (part)
		15-1152	Computer Network Support Specialists
15-1099	Computer Specialists, All Other	15-1199	Computer Occupations, All Other
19-3021	Market Research Analysts	13-1161	Market Research Analysts and Marketing Specialists
23–2092	Law Clerks	23-1012	Judicial Law Clerks
		23-2011	Paralegals and Legal Assistants (part)
25-2041	Special Education Teachers, Preschool, Kindergarten, and Elementary School	25-2051	Special Education Teachers, Preschool
		25-2052	Special Education Teachers, Kindergarten and Elementary School
25-2042	Special Education Teachers, Middle School	25-2053	Special Education Teachers, Middle School
25-2043	Special Education Teachers, Secondary School	25-2054	Special Education Teachers, Secondary School
29–1111	Registered Nurses	29–1141	Registered Nurses
29–1121	Audiologists	29-1181	Audiologists
31–1012	Nursing Aides, Orderlies, and Attendants	31-1014	Nursing Assistants
		31-1015	Orderlies
39–6021	Tour Guides and Escorts	39-7011	Tour Guides and Escorts
39–6022	Travel Guides	39-7012	Travel Guides
39–6031	Flight Attendants	53-2031	Flight Attendants
39–6032	Transportation Attendants, Except Flight Attendants and Baggage Porters	53-6061	Transportation Attendants, Except Flight Attendants
45-1012	Farm Labor Contractors	13-1074	Farm Labor Contractors
49–9042	Maintenance and Repair Workers, General	49-9071	Maintenance and Repair Workers, General
51-5011	Bindery Workers	51–5113	Print Binding and Finishing Workers (part)
51-5012	Bookbinders	51–5113	Print Binding and Finishing Workers (part)
51-5021	Job Printers	51-5112	Printing Press Operators (part)
		51–5113	Print Binding and Finishing Workers (part)
51-5022	Prepress Technicians and Workers	51-5111	Prepress Technicians and Workers
51-5023	Printing Machine Operators	51-5112	Printing Press Operators (part)
51-9131	Photographic Process Workers	51–9151	Photographic Process Workers and Processing Machine Operators
51-9132	Photographic Processing Machine Operators	51–9151	Photographic Process Workers and Processing Machine Operators

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Classification Principles

The SOC Classification Principles form the basis on which the SOC system is structured.

1. The SOC covers all occupations in which work is performed for pay or profit, including work performed in family-operated enterprises by family members who are not directly compensated. It excludes occupations unique to volunteers. Each occupation is assigned to only one occupational category at the lowest level of the classification.

2. Occupations are classified based on work performed and, in some cases, on the skills, education, and/or training needed to perform the work at a competent level.

3. Workers primarily engaged in planning and directing are classified in management occupations in Major Group 11-0000. Duties of these workers may include supervision.

4. Supervisors of workers in Major Groups 13-0000 through 29-0000 usually have work experience and perform activities similar to those of the workers they supervise, and therefore are classified with the workers they supervise.

5. Workers in Major Group 31-0000 Healthcare Support Occupations assist and are usually supervised by workers in Major Group 29-0000 Healthcare Practitioners and Technical Occupations. Therefore, there are no first-line supervisor occupations in Major Group 31-0000.

6. Workers in Major Groups 33-0000 through 53-0000 whose primary duty is supervising are classified in the appropriate first-line supervisor category because their work activities are distinct from those of the workers they supervise.

7. Apprentices and trainees are classified with the occupations for which they are being trained, while helpers and aides are classified separately because they are not in training for the occupation they are helping.

8. If an occupation is not included as a distinct detailed occupation in the structure, it is classified in an appropriate "All Other," or residual, occupation. "All Other" occupations are placed in the structure when it is determined that the detailed occupations comprising a broad occupation group do not account for all of the workers in the group. These occupations appear as the last occupation in the group with a code ending in "9" and are identified in their title by having "All Other" appear at the end.

9. The U.S. Bureau of Labor Statistics and the U.S. Census Bureau are charged with collecting and reporting data on total U.S. employment across the full spectrum of SOC major groups. Thus, for a detailed occupation to be included in the SOC, either the Bureau of Labor Statistics or the Census Bureau must be able to collect and report data on that occupation.

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Coding Guidelines

The SOC Coding Guidelines are intended to assist users in consistently assigning SOC codes and titles to survey responses and in other coding activities.

1. A worker should be assigned to an SOC occupation code based on work performed.

2. When workers in a single job could be coded in more than one occupation, they should be coded in the occupation that requires the highest level of skill. If there is no measurable difference in skill requirements, workers should be coded in the occupation in which they spend the most time. Workers whose job is to teach at different levels (e.g., elementary, middle, or secondary) should be coded in the occupation corresponding to the highest educational level they teach.

3. Data collection and reporting agencies should assign workers to the most detailed occupation possible. Different agencies may use different levels of aggregation, depending on their ability to collect data. For more information on data produced using the SOC, see the Frequently Asked Questions (FAQs) section.

4. Workers who perform activities not described in any distinct detailed occupation in the SOC structure should be coded in an appropriate "All Other" or residual occupation. These residual occupational categories appear as the last occupation in a group with a code ending in "9" and are identified by having the words "All Other" appear at the end of the title.

5. Workers in Major Groups 33-0000 through 53-0000 who spend 80 percent or more of their time performing supervisory activities are coded in the appropriate first-line supervisor category in the SOC. In these same Major Groups (33-0000 through 53-0000), persons with supervisory duties who spend less than 80 percent of their time supervising are coded with the workers they supervise.

6. Licensed and non-licensed workers performing the same work should be coded together in the same detailed occupation, except where specified otherwise in the SOC definition.

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Standard Occupational Classification and Coding Structure

The occupations in the SOC are classified at four levels of aggregation to suit the needs of various data users: major group, minor group, broad occupation, and detailed occupation. Each lower level of detail identifies a more specific group of occupations. The 23 major groups, listed below, are divided into 97 minor groups, 461 broad occupations, and 840 detailed occupations.

2010 SOC Major Groups

Code	*Title*
11-0000	Management Occupations
13-0000	Business and Financial Operations Occupations
15-0000	Computer and Mathematical Occupations
17-0000	Architecture and Engineering Occupations
19-0000	Life, Physical, and Social Science Occupations
21-0000	Community and Social Service Occupations
23-0000	Legal Occupations
25-0000	Education, Training, and Library Occupations
27-0000	Arts, Design, Entertainment, Sports, and Media Occupations
29-0000	Healthcare Practitioners and Technical Occupations
31-0000	Healthcare Support Occupations
33-0000	Protective Service Occupations
35-0000	Food Preparation and Serving Related Occupations
37-0000	Building and Grounds Cleaning and Maintenance Occupations
39-0000	Personal Care and Service Occupations
41-0000	Sales and Related Occupations
43-0000	Office and Administrative Support Occupations
45-0000	Farming, Fishing, and Forestry Occupations
47-0000	Construction and Extraction Occupations
49-0000	Installation, Maintenance, and Repair Occupations
51-0000	Production Occupations
53-0000	Transportation and Material Moving Occupations
55-0000	Military Specific Occupations

Some users may require aggregations other than the SOC system built on these major groups. Further details on alternate occupational aggregations and approved modifications to the SOC structure are provided in the following section on page xviii.

Major groups are broken into minor groups, which, in turn, are divided into broad occupations. Broad occupations are then divided into one or more detailed occupations.

29-0000 Healthcare Practitioners and Technical Occupations
29-1000 Health Diagnosing and Treating Practitioners
29-1060 Physicians and Surgeons
29-1062 Family and General Practitioners

- Major group codes end with 0000 (e.g., 29-0000 Healthcare Practitioners and Technical Occupations).

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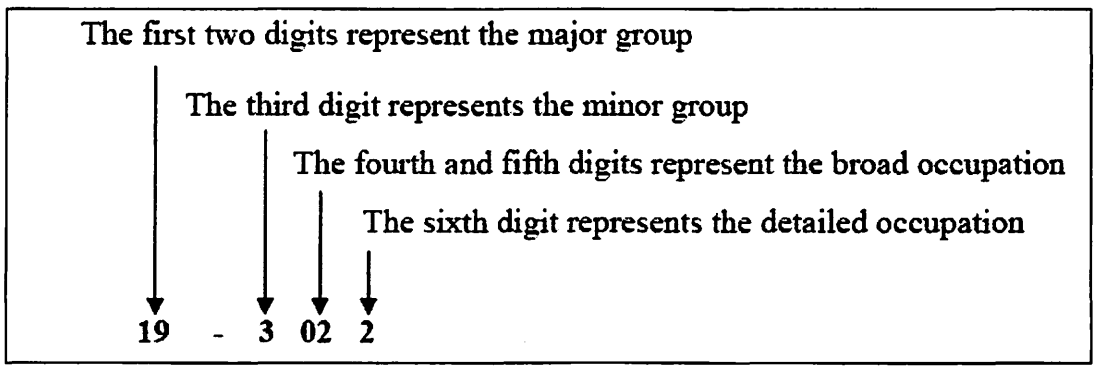
- Minor groups generally end with 000 (e.g., 29-1000 Health Diagnosing and Treating Practitioners)—the exceptions are minor groups 15-1100 Computer Occupations and 51-5100 Printing Workers, which end with 00.
- Broad occupations end with 0 (e.g., 29-1060 Physicians and Surgeons).
- Detailed occupations end with a number other than 0 (e.g., 29-1062 Family and General Practitioners).

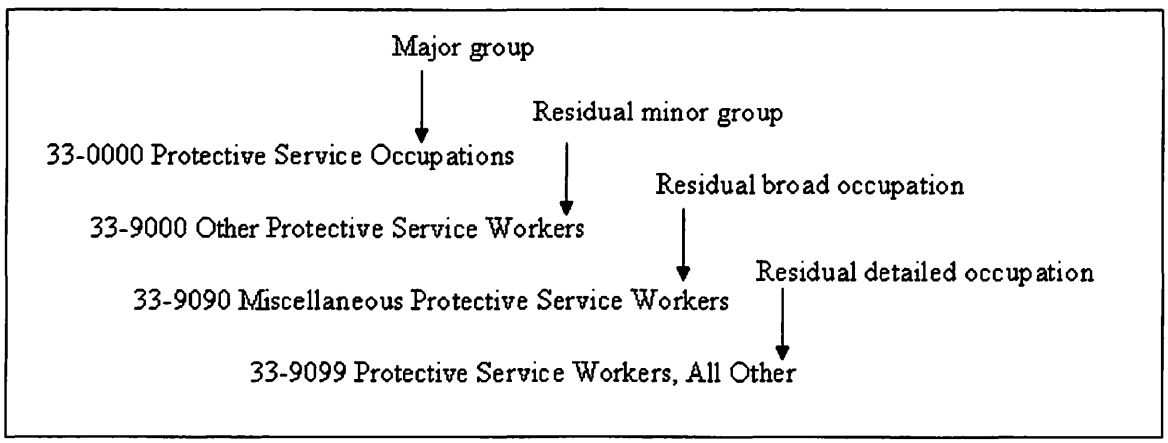
Each item in the SOC is designated by a six-digit code. The hyphen between the second and third digit is used only for clarity (see figure 1).

Figure 1.



As shown in figure 2, all residuals ("Other," "Miscellaneous," or "All Other" occupations), whether at the detailed or broad occupation or minor group level, contain a "9" at the level of the residual. Minor groups that are major group residuals end in 9000 (e.g., 33-9000, Other Protective Service Workers). Broad occupations that are minor group residuals end in 90 (e.g., 33-9090, Miscellaneous Protective Service Workers). Detailed residual occupations end in 9 (e.g., 33-9099, Protective Service Workers, All Other).

Figure 2.



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If there are more than nine broad occupations in a minor group (e.g., 51-9000 Other Production Occupations); or more than eight, if there is no residual (e.g., 47-2000 Construction Trades Workers), then the code xx-x090 is skipped (reserved for residuals), the code xx-x000 is skipped (reserved for minor groups), and the numbering system will continue with code xx-x110. The residual broad occupation is then code xx-x190 or xx-x290 (e.g., 51-9190, Miscellaneous Production Workers).

The structure is comprehensive, and encompasses all occupations in the U.S. economy. If a specific occupation is not listed, it is included in a residual category with similar occupations.

Detailed occupations are identified and defined so that each occupation includes workers who perform similar job tasks as described in Classification Principle 2. Definitions begin with the duties all workers in the occupation perform. Some definitions include a sentence at the end describing tasks workers in an occupation *may*, but do not necessarily *have to* perform, in order to be included in the occupation. Where the definitions include tasks also performed by workers in another occupation, cross-references to that occupation are provided in the definition.

Figure 3 identifies the eight elements that appear in detailed SOC occupations. All six-digit, detailed occupations have a SOC code (1), a title (2), and a definition (3). All workers classified in an occupation are required to perform the duties described in the first sentence of each definition (4). Some definitions also have a "may" statement (5), an "includes" statement (6), and/or an "excludes" statement (7). Many occupations have one or more "illustrative examples" (8), presented in alphabetical order. Illustrative examples are job titles classified in only that occupation, and were selected from the Direct Match Title File described on page iv.

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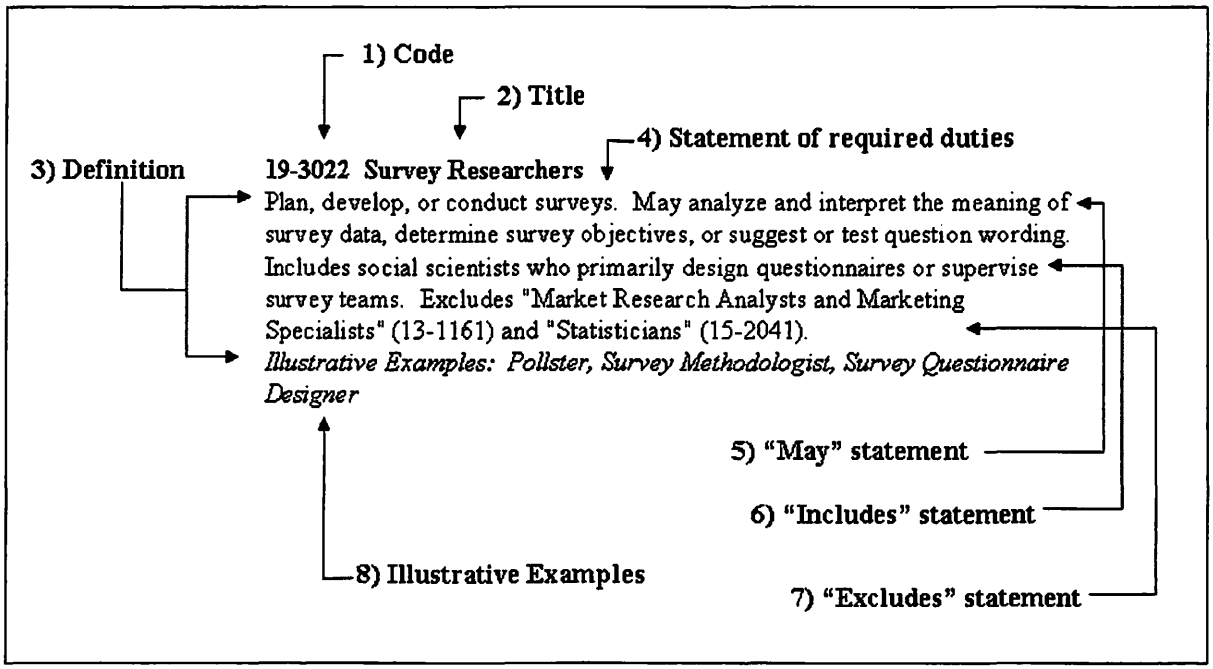
Figure 3.



The "may" statement describes tasks that workers in that occupation may – but are not required to – perform in order to be classified with Survey Researchers. The "includes" statement identifies particular workers who should be classified with Survey Researchers. The "excludes" statement indicates other detailed occupations that may be similar to Survey Researchers and clarifies that workers who fall into those occupations should be excluded from Survey Researchers.

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Approved Modifications to the Structure

Agencies may use the SOC or parts of the SOC at varying levels of the system. For example, data may be collected at the broad occupation level in some areas and at the detailed level in others.

Occupations below the detailed level

The coding system is designed to allow SOC users desiring a delineation of occupations below the detailed occupation level to use a decimal point and additional digit(s) after the sixth digit. For example, Secondary School Teachers, Except Special and Career/Technical Education (25-2031) is a detailed occupation. Agencies wishing to collect more particular information on teachers by subject matter might use 25-2031.1 for secondary school science teachers or 25-2031.12 for secondary school biology teachers. Additional levels of detail also may be used to distinguish workers who have different training or years of experience.

OMB recommends that those needing extra detail use the structure of the Department of Labor's Employment and Training Administration's Occupational Information Network (O*NET). For more information, see http://online.onetcenter.org.

Higher levels of aggregation

Some users may wish to present occupational data at higher levels of aggregation than the SOC major groups. To meet this need and to maintain consistency and comparability across data sets, either the intermediate or the high-level aggregations presented in tables 3 and 4 should be used for data tabulation purposes.

Table 3. Intermediate aggregation to 13 groups, 2010 SOC

Intermediate aggregation	Major groups included	Intermediate aggregation title
1	11-13	Management, Business, and Financial Occupations
2	15-19	Computer, Engineering, and Science Occupations
3	21-27	Education, Legal, Community Service, Arts, and Media Occupations
4	29	Healthcare Practitioners and Technical Occupations
5	31-39	Service Occupations
6	41	Sales and Related Occupations
7	43	Office and Administrative Support Occupations
8	45	Farming, Fishing, and Forestry Occupations
9	47	Construction and Extraction Occupations
10	49	Installation, Maintenance, and Repair Occupations
11	51	Production Occupations
12	53	Transportation and Material Moving Occupations
13	55	Military Specific Occupations

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Table 4. High-level aggregation to 6 groups, 2010 SOC

High-level aggregation	Major groups included	High-level aggregation title
1	11-29	Management, Business, Science, and Arts Occupations
2	31-39	Service Occupations
3	41-43	Sales and Office Occupations
4	45-49	Natural Resources, Construction, and Maintenance Occupations
5	51-53	Production, Transportation, and Material Moving Occupations
6	55	Military Specific Occupations

Alternate aggregations

Data collection issues or confidentiality concerns may prevent agencies from reporting all the detail indicated in the SOC. For example, an agency might report the detail of at least one occupational category at a particular level of the SOC structure but must aggregate the other occupations at that level. In such cases, the agency may adjust the occupational categories so long as these adjustments permit aggregation to the next higher SOC level. In such a situation, agencies must distinguish such groups from the official SOC aggregation. If agencies choose this option they must obtain approval from the Standard Occupational Classification Policy Committee for their proposed aggregation scheme.

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Frequently Asked Questions

1. How do the U.S. Bureau of Labor Statistics and the Census Bureau determine if they can collect and report on an occupation? (See Classification Principle 9.)

The Bureau of Labor Statistics (BLS) develops estimates of occupational employment and wages for wage and salary workers in nonfarm establishments in its Occupational Employment Statistics (OES) Survey. This survey collects information from business establishments sampled by industry and geographic area. BLS looks at the definition, and at the size and dispersion of (estimated) employment, in determining whether it can collect and report data on an occupation. For OES survey respondents to report on an occupation, the duties or work performed of the occupation must be uniquely defined, i.e., clearly differentiated from those of any other occupations. If the occupation is widely dispersed across areas and/or industries, employment in an occupation must be sizeable to be reliably measured. If the occupation is highly concentrated in a single industry or area, smaller levels of employment can be reliably measured.

The Census Bureau develops estimates of occupational employment of the population with its household-based Current Population (a joint program with BLS) and American Community Surveys. As with BLS above, the Census Bureau is concerned about the size and dispersion of employment in an occupation in determining if it can collect and report data on that occupation. In addition, the Census Bureau considers whether the respondents to its household surveys, who may provide information for themselves as well as for other household members, are likely to report the job titles and job activities associated with an occupation accurately and completely. Household survey respondents tend to give general or informal, rather than specific or technical, occupational titles. For example, a household survey respondent may report "doctor," rather than "pediatrician." This makes it difficult for the Census Bureau to report on such specialized occupations.

2. What is the difference between an occupation and a job?

An occupation is a category of jobs that are similar with respect to the work performed and the skills possessed by the incumbents. A job is the specific set of tasks performed by an individual worker. "Turnpike toll collector" is an example of a job that corresponds to the occupation 41-2011 Cashiers.

3. Why doesn't every job title have its own code in the SOC?

Occupational classification schemes examine and organize the millions of jobs and tens of thousands of job titles in the economy into occupations based upon their similarities as determined by the scheme's classification principles. The organizing principle of the SOC system is work performed rather than job title so there are many fewer occupation codes in the SOC than there are jobs in the economy.

4. What is the difference between the SOC Classification Principles and the Coding Guidelines?

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The SOC Classification Principles form the basis on which the SOC system is structured. The Coding Guidelines are intended to assist SOC users in consistently assigning SOC occupational codes to survey responses.

5. Who uses the SOC?

Government agencies that collect and publish occupational statistical data use the SOC. See FAQ number 6 for more detail. At the Federal level, these agencies and programs include:

- Department of Commerce
  - Census Bureau
- Department of Defense
- Department of Education
- Department of Health and Human Services
- Department of Labor
  - Bureau of Labor Statistics
    - Employment Projections Program
    - Labor Force Statistics from the Current Population Survey
    - National Compensation Survey
    - National Longitudinal Surveys
    - Occupational Employment Statistics
    - Occupational Health and Safety Statistics
  - Employment and Training Administration
  - Employment Standards Administration
- Department of Transportation
- Department of Veterans Affairs
  - National Center for Veterans Analysis and Statistics
- Equal Employment Opportunity Commission
- National Science Foundation
  - Division of Science Resources Statistics
- Office of Personnel Management

6. Where can I get information on the occupations in the SOC?

Depending on the type of information you are seeking, you may obtain information from several agencies:

a) The U.S. Census Bureau publishes occupational data annually, collected through the American Community Survey (ACS), for the Nation, all States and the District of Columbia, Puerto Rico, and all counties and places with populations of at least 65,000. The Census Bureau also publishes 3-year ACS data for geographic areas with populations of at least 20,000 and 5-year ACS data for all geographies in the U.S. and Puerto Rico. Census 2010 will collect, classify, and publish occupational data for Guam, American Samoa, the Commonwealth of

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Northern Mariana Islands, and the U.S. Virgin Islands. Other household surveys publish occupational data at varying levels of detail and geography. Standard tabulations are available through the American FactFinder via the Internet at http://www.census.gov. Information about occupation coding and written reports on occupational trends can be found at http://www.census.gov/hhes/www/ioindex/ioindex.html. For additional information, contact the Census Bureau's Question and Answer Center at http://ask.census.gov or contact the Call Center at (301) 763-INFO.

b) The Department of Defense publishes data that cross-reference military occupational codes of the Army, Navy, Air Force, Marine Corps, and Coast Guard with civilian equivalent occupations. Additional information on available data products can be obtained on the Internet at http://www.dmdc.osd.mil; or by writing to Director, Defense Manpower Data Center, 1600 Wilson Blvd., Suite 400, Arlington, VA 22209-2593.

c) The National Center for Education Statistics (NCES) publishes data collected through the School and Staffing Survey (SASS) on the employment of elementary and secondary teachers, principals, and other school staff, as well as detailed information on their education, training, and background characteristics. NCES publishes detailed data on postsecondary instructors and professors collected through the Integrated Postsecondary Education Data System (IPEDS). In addition, NCES conducts various longitudinal studies that follow high school and college students into their working years and uses the SOC to classify their occupations. Products based on data from these various surveys and programs are available from the specific surveys and programs, which can be found at http://nces.ed.gov/surveys.

d) Biennially, the Bureau of Labor Statistics' Employment Projections (EP) Program publishes the *Occupational Outlook Handbook* and *Career Guide to Industries*. In addition, EP publishes the *Occupational Outlook Quarterly*. For more information about these publications, visit the EP Web site at https://www.bls.gov/empor contact the Chief, Division of Occupational Outlook, Bureau of Labor Statistics, 2 Massachusetts Ave. NE., Room 2135, Washington, DC 20212, telephone (202) 691-5700.

e) The Current Population Survey (CPS), a joint program of the Census Bureau and the Bureau of Labor Statistics, uses the 2002 Census occupational classification system, which is derived from the 2000 Standard Occupational Classification. CPS data series are available on this classification beginning with year 2000. The CPS previously used the 1990 Census occupational classification, which was adapted from the 1980 SOC. CPS data series on the earlier classification are available from 1983-2002; these data are not directly comparable with the current series. The Bureau of Labor Statistics publishes national-level estimates of occupational employment, unemployment, and earnings with demographic detail from the CPS. The CPS homepage on the BLS website is at

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https://www.bls.gov/cps/home.htm contact information for the BLS CPS program can be found at https://www.bls.gov/cps/contact.htm

f) The Bureau of Labor Statistics' National Compensation Survey (NCS) program provides comprehensive measures of occupational wages; employment cost trends; and benefit incidence and detailed plan provisions. Detailed occupational earnings are available for selected metropolitan and nonmetropolitan areas, nine Census divisions, and on a National basis. Employment cost trends and information on the incidence and detailed provision of employee benefit plans are published for major occupational groups. For more information, see the NCS Web site at https://www.bls.gov/ncs/home.htm call (202) 691-6199, or send an e-mail to NCSInfo@bls.gov. Correspondence may be sent to U.S. Bureau of Labor Statistics National Compensation Survey, 2 Massachusetts Ave., NE., Room 4175, Washington, DC 20212-0001.

g) The Bureau of Labor Statistics' Occupational Employment Statistics (OES) program produces cross-industry occupational employment and wage estimates for the Nation, all States, the District of Columbia, Guam, Puerto Rico, the U.S. Virgin Islands, metropolitan areas, metropolitan divisions, and nonmetropolitan areas. OES also publishes national industry-specific occupational employment and wage estimates for sectors and 3-, 4-, and selected 5-digit North American Industry Classification System (NAICS) industries. Data are available from the OES home page at https://www.bls.gov/oes/home.htm For assistance with these data, contact the OES program at (202) 691-6569 or oesinfo@bls.gov. Industry-specific data for States and metropolitan and nonmetropolitan areas may be available from the State workforce agencies by contacting the individual State or States for which information is needed. Contact information for the State workforce agencies is available at https://www.bls.gov/bls/ofolist.htm

h) The Employment and Training Administration's (ETA) Occupational Information Network (O*NET) system is a comprehensive database of occupational competency profiles. ETA sponsors the development, updating, and dissemination of O*NET information through a grant with the North Carolina Employment Security Commission. The O*NET system is based on the Standard Occupational Classification (SOC) system and also provides information on additional detailed occupations within a SOC category in selected instances. The O*NET Content Model of occupational descriptors is the foundation for a series of survey questionnaires that go out to incumbent workers in various occupations which form the basis for the O*NET occupational competency profiles. The O*NET system is the successor to the Dictionary of Occupational Titles, which was last published by the Department of Labor in 1991. O*NET information is available via the Internet at http://online.onetcenter.org and also as a downloadable electronic database from the O*NET Resource Center: http://www.onetcenter.org/database.html. For more information, contact O*NET Customer Support at onet@ncmail.net or contact the Department of Labor at o-net@dol.gov . You can also write to the O*NET project director at Office of

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Workforce Investment, Employment and Training Administration, U.S. Department of Labor, FPB Room S 4231, 200 Constitution Ave., NW., Washington, DC 20210.

i) The Equal Employment Opportunity Commission (EEOC) uses SOC occupational classifications, and equivalent Census occupational classifications, to create broader categories as part of the Commission's data survey and enforcement programs. Under the survey program, employer workforce information is collected periodically from private-sector firms on the Employer Information Report (EEO-1), and public sector employers on the State and Local Government Report (EEO-4). More information may be obtained from the Commission's Web site at http://www.eeoc.gov.

j) The National Science Foundation (NSF) Division of Science and Resources Statistics (SRS) Web site provides access to the Scientists and Engineers Statistical Data System (SESTAT), a comprehensive and integrated system of information about the employment, educational and demographic characteristics of scientists and engineers in the United States. It is intended for both policy analysis and general research, having features for both the casual and more intensive data user. More information may be obtained from the SESTAT Web site at http://www.nsf.gov/statistics/sestat.

7. Whom should I contact if I have a question about the SOC?

You may call the SOC information line at 202-691-6500, or send an e-mail to SOC@bls.gov.

8. Why are there different levels of detail in the SOC?

The four-tiered levels in the SOC enable users to choose the level or levels of detail corresponding to their interest and ability to collect data on different occupations. Users needing different levels of detail will still be able to compare data at the defined levels. Please see the description of alternative aggregations on pages xviii-xix for more information.

9. Why can't I find my job title in the SOC?

This volume lists occupations that may have many different job titles. It does not attempt to provide an exhaustive list of job titles. A list of additional titles called the Direct Match title file is available at https://www.bls.gov/soc If your title is not listed, you may e-mail SOC@bls.gov to suggest its inclusion.

10. Which occupations in the SOC cover "professionals"?

The 2010 SOC does not classify or identify workers using the term "professional", or other similar terms such as "skilled" or "unskilled." The SOC was created solely for

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statistical purposes (see FAQ number 13) and the classification structure is not intended to rank or group occupations by education, credentials, earnings, or any other similar user-defined indicator of status. However, government agencies or private users may define and use various terms to suit their own purposes. For example, the Employment and Training Administration's O*NET program classifies occupations into 1 of 5 "job zones," based on data regarding the levels of education, experience, and training needed for work in an occupation, ranging from "little or no" to "extensive" preparation (for more information, see http://online.onetcenter.org/help/online/zones).

11. Why are supervisors of workers in Major Groups 13-0000 through 31-0000 not listed? Where should they be classified?

Supervisors of workers in Major Groups 13-0000 through 29-0000 are classified with the occupations they supervise because they often must have the same type of training, education, and experience as the workers they supervise. Supervisors of workers in Major Group 31-0000 are usually classified in Major Group 29-0000. See Classification Principles 4 and 5 on page xii.

12. When is the next revision of the SOC scheduled?

The next major review and revision of the SOC is expected to begin in 2013 in preparation for the 2018 SOC. The intent of this revision schedule is to minimize disruption to data providers, producers, and users by promoting simultaneous adoption of revised occupational and industry classification systems for those data series that use both. Given the multiple interdependent programs that rely on the SOC, this is best accomplished by timing revisions of the SOC for the years following North American Industry Classification System (NAICS) revisions, which occur for years ending in 2 and 7. The next such year is 2018, which has the additional benefit of coinciding with the beginning year of the American Community Survey 5-year set of surveys that bracket the 2020 Decennial Census. Thus, OMB intends to consider revisions of the SOC for 2018 and every 10 years thereafter.

To ensure that the successful efforts of the SOCPC continue and that the SOC reflects the structure of the changing workforce, the SOCPC will continue its service as a standing committee. The SOCPC will meet periodically to monitor the implementation of the 2010 SOC across Federal agencies. This consultation will include regularly scheduled interagency communication to ensure a smooth transition to the 2010 SOC. The SOCPC will also perform SOC maintenance functions, such as recommending clarifications of the SOC occupational definitions, placement of new occupations within the existing structure, and updating title files.

13. Can the SOC be used for nonstatistical purposes?

The 2010 SOC was designed solely for statistical purposes. Although it is likely that the 2010 SOC also will be used for various nonstatistical purposes (e.g., for administrative, regulatory, or taxation functions), the requirements of government agencies or private

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users that choose to use the 2010 SOC for nonstatistical purposes have played no role in its development, nor will OMB modify the classification to meet the requirements of any nonstatistical program.

Consequently, the 2010 SOC is not to be used in any administrative, regulatory, or tax program unless the head of the agency administering that program has first determined that the use of such occupational definitions is appropriate to the implementation of the program's objectives.

14. Where can I find how the 2010 SOC relates to the 2000 SOC?

The official crosswalks can be found at https://www.bls.gov/soc Occupations are crosswalked from the 2010 SOC to the 2000 SOC and from the 2000 SOC to the 2010 SOC.

15. Where can I obtain an electronic version or additional printed versions of the SOC?

Information from the *SOC Manual 2010* can be found on the SOC homepage at https://www.bls.gov/soc To obtain a CD-ROM version or additional print copies of the *SOC Manual 2010*, contact

U.S. Department of Commerce
Technology Administration
National Technical Information Service
5301 Shawnee Road
Alexandria, VA 22312
(703) 605-6000 or 1-800-553-NTIS (6847)
Order Number: PB2010-105544 (hard cover)
Order Number: PB2010-500061 (CD-ROM)

16. When will Federal statistical agencies begin using the 2010 SOC in survey collection?

Federal statistical agencies will begin using the 2010 SOC for occupational data they publish for reference years beginning on or after January 1, 2010. However, it is important to note that for some programs, full implementation of the 2010 SOC will occur in stages, as sufficient data are needed to produce estimates at the full level of occupational detail. Contact an agency or program directly for specific information on implementation. A schedule of implementation dates for programs within the Bureau of Labor Statistics will be available at https://www.bls.gov/soc

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2010 SOC Definitions

U.S. Bureau of Labor Statistics
On behalf of the Standard Occupational Classification Policy Committee (SOCPC)

February 2010 (Updated January 2013)
Questions should be emailed to soc@bls.gov

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39-1000 Supervisors of Personal Care and Service Workers

39-1010 First-Line Supervisors of Gaming Workers
This broad occupation includes the following two detailed occupations:
39-1011 Gaming Supervisors
39-1012 Slot Supervisors

39-1011 Gaming Supervisors
Supervise and coordinate activities of workers in assigned gaming areas. Circulate among tables and observe operations. Ensure that stations and games are covered for each shift. May explain and interpret operating rules of house to patrons. May plan and organize activities and services for guests in hotels/casinos. May address service complaints. Excludes "Slot Supervisors" (39-1012).

Illustrative examples: Cardroom Supervisor, Pit Boss, Table Games Supervisor

39-1012 Slot Supervisors
Supervise and coordinate activities of slot department workers to provide service to patrons. Handle and settle complaints of players. Verify and pay off jackpots. Reset slot machines after payoffs. Make repairs or adjustments to slot machines or recommend removal of slot machines for repair. Report hazards and enforce safety rules.

Illustrative example: Casino Slot Supervisor, Electronic Gaming Device Supervisor, Slot Key Person

39-1020 First-Line Supervisors of Personal Service Workers
This broad occupation is the same as the detailed occupation:
39-1021 First-Line Supervisors of Personal Service Workers

39-1021 First-Line Supervisors of Personal Service Workers
Directly supervise and coordinate activities of personal service workers, such as flight attendants, hairdressers, or caddies.

Illustrative examples: Animal Trainer Supervisor, Caddy Master, Recreation Attendant Supervisor

39-2000 Animal Care and Service Workers

39-2010 Animal Trainers
This broad occupation is the same as the detailed occupation:
39-2011 Animal Trainers

39-2011 Animal Trainers
Train animals for riding, harness, security, performance, or obedience, or assisting persons with disabilities. Accustom animals to human voice and contact; and condition animals to respond to

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Illustrative examples: Pit Clerk, Proposition Player, Shill

39-3020 Motion Picture Projectionists
This broad occupation is the same as the detailed occupation:
39-3021 Motion Picture Projectionists

39-3021 Motion Picture Projectionists
Set up and operate motion picture projection and related sound reproduction equipment.

Illustrative examples: Film Projector Operator, Movie Projectionist

39-3030 Ushers, Lobby Attendants, and Ticket Takers
This broad occupation is the same as the detailed occupation:
39-3031 Ushers, Lobby Attendants, and Ticket Takers

39-3031 Ushers, Lobby Attendants, and Ticket Takers
Assist patrons at entertainment events by performing duties, such as collecting admission tickets and passes from patrons, assisting in finding seats, searching for lost articles, and locating such facilities as rest rooms and telephones.

Illustrative examples: Theater Usher, Ticket Collector

39-3090 Miscellaneous Entertainment Attendants and Related Workers
This broad occupation includes the following four detailed occupations:
39-3091 Amusement and Recreation Attendants
39-3092 Costume Attendants
39-3093 Locker Room, Coatroom, and Dressing Room Attendants
39-3099 Entertainment Attendants and Related Workers, All Other

39-3091 Amusement and Recreation Attendants
Perform variety of attending duties at amusement or recreation facility. May schedule use of recreation facilities, maintain and provide equipment to participants of sporting events or recreational pursuits, or operate amusement concessions and rides.

Illustrative examples: Arcade Attendant, Golf Caddy, Ski Lift Operator

39-3092 Costume Attendants
Select, fit, and take care of costumes for cast members, and aid entertainers. May assist with multiple costume changes during performances.

Illustrative examples: Theatrical Wardrobe Dresser, Wardrobe Attendant

39-3093 Locker Room, Coatroom, and Dressing Room Attendants
Provide personal items to patrons or customers in locker rooms, dressing rooms, or coatrooms.

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49-1000 Supervisors of Installation, Maintenance, and Repair Workers

49-1010 First-Line Supervisors of Mechanics, Installers, and Repairers
This broad occupation is the same as the detailed occupation:
49-1011 First-Line Supervisors of Mechanics, Installers, and Repairers

49-1011 First-Line Supervisors of Mechanics, Installers, and Repairers
Directly supervise and coordinate the activities of mechanics, installers, and repairers. Excludes team or work leaders.

Illustrative example: Automobile Body Repair Supervisor, Fleet Maintenance Supervisor, Railroad Car Repair Supervisor

49-2000 Electrical and Electronic Equipment Mechanics, Installers, and Repairers

49-2010 Computer, Automated Teller, and Office Machine Repairers
This broad occupation is the same as the detailed occupation:
49-2011 Computer, Automated Teller, and Office Machine Repairers

49-2011 Computer, Automated Teller, and Office Machine Repairers
Repair, maintain, or install computers, word processing systems, automated teller machines, and electronic office machines, such as duplicating and fax machines.

Illustrative examples: ATM Servicer, Cash Register Servicer, Data Processing Equipment Repairer

49-2020 Radio and Telecommunications Equipment Installers and Repairers
This broad occupation includes the following two detailed occupations:
49-2021 Radio, Cellular, and Tower Equipment Installers and Repairers
49-2022 Telecommunications Equipment Installers and Repairers, Except Line Installers

49-2021 Radio, Cellular, and Tower Equipment Installers and Repairers
Repair, install or maintain mobile or stationary radio transmitting, broadcasting, and receiving equipment, and two-way radio communications systems used in cellular telecommunications, mobile broadband, ship-to-shore, aircraft-to-ground communications, and radio equipment in service and emergency vehicles. May test and analyze network coverage.

Illustrative examples: Radio Frequency Technician, Radio Mechanic, Two-Way Radio Technician

49-2022 Telecommunications Equipment Installers and Repairers, Except Line Installers
Install, set-up, rearrange, or remove switching, distribution, routing, and dialing equipment used in central offices or headends. Service or repair telephone, cable television, Internet, and other communications equipment on customers' property. May install communications equipment or

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communications wiring in buildings. Excludes "Telecommunications Line Installers and Repairers" (49-9052).

Illustrative examples: Fiber Optic Central Office Installer, Private Branch Exchange (PBX) Installer and Repairer

49-2090 Miscellaneous Electrical and Electronic Equipment Mechanics, Installers, and Repairers

This broad occupation includes the following eight detailed occupations:

49-2091 Avionics Technicians
49-2092 Electric Motor, Power Tool, and Related Repairers
49-2093 Electrical and Electronics Installers and Repairers, Transportation Equipment
49-2094 Electrical and Electronics Repairers, Commercial and Industrial Equipment
49-2095 Electrical and Electronics Repairers, Powerhouse, Substation, and Relay
49-2096 Electronic Equipment Installers and Repairers, Motor Vehicles
49-2097 Electronic Home Entertainment Equipment Installers and Repairers
49-2098 Security and Fire Alarm Systems Installers

49-2091 Avionics Technicians

Install, inspect, test, adjust, or repair avionics equipment, such as radar, radio, navigation, and missile control systems in aircraft or space vehicles.

Illustrative examples: Aircraft Electrician, Aircraft Instrument Mechanic, Automatic Pilot Mechanic

49-2092 Electric Motor, Power Tool, and Related Repairers

Repair, maintain, or install electric motors, wiring, or switches.

Illustrative examples: Armature Rewinder, Electrical Parts Reconditioner

49-2093 Electrical and Electronics Installers and Repairers, Transportation Equipment

Install, adjust, or maintain mobile electronics communication equipment, including sound, sonar, security, navigation, and surveillance systems on trains, watercraft, or other mobile equipment. Excludes "Avionics Technicians" (49-2091) and "Electronic Equipment Installers and Repairers, Motor Vehicles" (49-2096).

Illustrative examples: Locomotive Electrician, Marine Electronics Repairer

49-2094 Electrical and Electronics Repairers, Commercial and Industrial Equipment

Repair, test, adjust, or install electronic equipment, such as industrial controls, transmitters, and antennas. Excludes "Avionics Technicians" (49-2091), "Electronic Equipment Installers and Repairers, Motor Vehicles" (49-2096), and "Electrical and Electronics Installers and Repairers, Transportation Equipment" (49-2093).

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Illustrative examples: Industrial Robotics Mechanic, Missile Pad Mechanic, Public Address System Mechanic

49-2095 Electrical and Electronics Repairers, Powerhouse, Substation, and Relay
Inspect, test, repair, or maintain electrical equipment in generating stations, substations, and in-service relays.

Illustrative examples: Power Transformer Repairer, Powerhouse Electrician, Relay Technician

49-2096 Electronic Equipment Installers and Repairers, Motor Vehicles
Install, diagnose, or repair communications, sound, security, or navigation equipment in motor vehicles.

Illustrative examples: Automotive Electrician, Car Alarm Installer, Car Stereo Installer, GPS Car Navigation Installer

49-2097 Electronic Home Entertainment Equipment Installers and Repairers
Repair, adjust, or install audio or television receivers, stereo systems, camcorders, video systems, or other electronic home entertainment equipment.

Illustrative examples: Electronic Musical Instrument Repairer, Home Theater Installer, Satellite Dish Installer, Wireless Internet Installer

49-2098 Security and Fire Alarm Systems Installers
Install, program, maintain, or repair security or fire alarm wiring and equipment. Ensure that work is in accordance with relevant codes. Excludes "Electricians" (47-2111) who do a broad range of electrical wiring.

Illustrative examples: Burglar Alarm Installer, Fire Alarm Installer, Home Security Alarm Installer

49-3000 Vehicle and Mobile Equipment Mechanics, Installers, and Repairers

49-3010 Aircraft Mechanics and Service Technicians
This broad occupation is the same as the detailed occupation:
49-3011 Aircraft Mechanics and Service Technicians

49-3011 Aircraft Mechanics and Service Technicians
Diagnose, adjust, repair, or overhaul aircraft engines and assemblies, such as hydraulic and pneumatic systems. Includes helicopter and aircraft engine specialists. Excludes "Avionics Technician" (49-2091).

Illustrative examples: Aircraft Engine Specialist, Airframe Mechanic, Flight Test Mechanic

49-3020 Automotive Technicians and Repairers

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This broad occupation includes the following three detailed occupations:
49-3021 Automotive Body and Related Repairers
49-3022 Automotive Glass Installers and Repairers
49-3023 Automotive Service Technicians and Mechanics

49-3021 Automotive Body and Related Repairers
Repair and refinish automotive vehicle bodies and straighten vehicle frames. Excludes "Painters, Transportation Equipment" (51-9122) and "Automotive Glass Installers and Repairers" (49-3022).

Illustrative examples: Auto Body Customizer, Auto Bumper Straightener, Truck Body Repairer

49-3022 Automotive Glass Installers and Repairers
Replace or repair broken windshields and window glass in motor vehicles.

Illustrative examples: Auto Glass Mechanic, Automotive Glazier, Windshield Installer

49-3023 Automotive Service Technicians and Mechanics
Diagnose, adjust, repair, or overhaul automotive vehicles. Excludes "Automotive Body and Related Repairers" (49-3021), "Bus and Truck Mechanics and Diesel Engine Specialists" (49-3031), and "Electronic Equipment Installers and Repairers, Motor Vehicles" (49-2096).

Illustrative examples: Auto Transmission Specialist, Automotive Brake Technician, Automotive Fuel Injection Servicer, Hybrid Car Mechanic

49-3030 Bus and Truck Mechanics and Diesel Engine Specialists
This broad occupation is the same as the detailed occupation:
49-3031 Bus and Truck Mechanics and Diesel Engine Specialists

49-3031 Bus and Truck Mechanics and Diesel Engine Specialists
Diagnose, adjust, repair, or overhaul buses and trucks, or maintain and repair any type of diesel engines. Includes mechanics working primarily with automobile or marine diesel engines.

Illustrative examples: Biodiesel Engine Specialist, Marine Diesel Technician, School Bus Mechanic, Tractor Trailer Mechanic

49-3040 Heavy Vehicle and Mobile Equipment Service Technicians and Mechanics
This broad occupation includes the following three detailed occupations:
49-3041 Farm Equipment Mechanics and Service Technicians
49-3042 Mobile Heavy Equipment Mechanics, Except Engines
49-3043 Rail Car Repairers

49-3041 Farm Equipment Mechanics and Service Technicians

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Diagnose, adjust, repair, or overhaul farm machinery and vehicles, such as tractors, harvesters, dairy equipment, and irrigation systems. Excludes "Bus and Truck Mechanics and Diesel Engine Specialists" (49-3031).

Illustrative examples: Combine Mechanic, Dairy Equipment Repairer, Irrigation Equipment Mechanic

49-3042 Mobile Heavy Equipment Mechanics, Except Engines
Diagnose, adjust, repair, or overhaul mobile mechanical, hydraulic, and pneumatic equipment, such as cranes, bulldozers, graders, and conveyors, used in construction, logging, and surface mining. Excludes "Rail Car Repairers" (49-3043) and "Bus and Truck Mechanics and Diesel Engine Specialists" (49-3031).

Illustrative examples: Bulldozer Mechanic, Construction Equipment Mechanic, Forklift Mechanic

49-3043 Rail Car Repairers
Diagnose, adjust, repair, or overhaul railroad rolling stock, mine cars, or mass transit rail cars. Excludes "Bus and Truck Mechanics and Diesel Engine Specialists" (49-3031).

Illustrative examples: Mine Car Mechanic, Street Car Repairer, Subway Car Repairer, Trolley Car Overhauler

49-3050 Small Engine Mechanics
This broad occupation includes the following three detailed occupations:
49-3051 Motorboat Mechanics and Service Technicians
49-3052 Motorcycle Mechanics
49-3053 Outdoor Power Equipment and Other Small Engine Mechanics

49-3051 Motorboat Mechanics and Service Technicians
Repair and adjust electrical and mechanical equipment of inboard or inboard-outboard boat engines. Excludes "Bus and Truck Mechanics and Diesel Engine Specialists" (49-3031).

Illustrative examples: Certified Marine Mechanic, Outboard Motor Mechanic

49-3052 Motorcycle Mechanics
Diagnose, adjust, repair, or overhaul motorcycles, scooters, mopeds, dirt bikes, or similar motorized vehicles.

Illustrative examples: All Terrain Vehicle Technician, Motorcycle Service Technician, Motor Scooter Mechanic

49-3053 Outdoor Power Equipment and Other Small Engine Mechanics
Diagnose, adjust, repair, or overhaul small engines used to power lawn mowers, chain saws, recreational sporting equipment and related equipment.

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Illustrative examples: Golf Cart Mechanic, Lawn Mower Repairer, Mobility Scooter Repairer, Power Saw Mechanic

49-3090 Miscellaneous Vehicle and Mobile Equipment Mechanics, Installers, and Repairers
This broad occupation includes the following three detailed occupations:
49-3091 Bicycle Repairers
49-3092 Recreational Vehicle Service Technicians
49-3093 Tire Repairers and Changers

49-3091 Bicycle Repairers
Repair and service bicycles.

Illustrative examples: Bicycle Mechanic, Bicycle Service Technician

49-3092 Recreational Vehicle Service Technicians
Diagnose, inspect, adjust, repair, or overhaul recreational vehicles including travel trailers. May specialize in maintaining gas, electrical, hydraulic, plumbing, or chassis/towing systems as well as repairing generators, appliances, and interior components. Includes workers who perform customized van conversions. Excludes "Automotive Service Technicians and Mechanics" (49-3023) and "Bus and Truck Mechanics and Diesel Engine Specialists" (49-3031) who also work on recreation vehicles.

Illustrative examples: Recreational Vehicle (RV) Repairer, RV Mechanic

49-3093 Tire Repairers and Changers
Repair and replace tires.

Illustrative examples: Tire Balancer, Tire Fixer

49-9000 Other Installation, Maintenance, and Repair Occupations

49-9010 Control and Valve Installers and Repairers
This broad occupation includes the following two detailed occupations:
49-9011 Mechanical Door Repairers
49-9012 Control and Valve Installers and Repairers, Except Mechanical Door

49-9011 Mechanical Door Repairers
Install, service, or repair automatic door mechanisms and hydraulic doors. Includes garage door mechanics.

Illustrative example: Automatic Door Mechanic

49-9012 Control and Valve Installers and Repairers, Except Mechanical Door

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Install, repair, and maintain mechanical regulating and controlling devices, such as electric meters, gas regulators, thermostats, safety and flow valves, and other mechanical governors.

Illustrative examples: Air Valve Mechanic, Gas Meter Installer, Thermostat Repairer

49-9020 Heating, Air Conditioning, and Refrigeration Mechanics and Installers
This broad occupation is the same as the detailed occupation:
49-9021 Heating, Air Conditioning, and Refrigeration Mechanics and Installers

49-9021 Heating, Air Conditioning, and Refrigeration Mechanics and Installers
Install or repair heating, central air conditioning, or refrigeration systems, including oil burners, hot-air furnaces, and heating stoves.

Illustrative examples: Gas Furnace Installer; Heating, Ventilation, and Air Conditioning (HVAC) Mechanic; Oil Burner Repairer

49-9030 Home Appliance Repairers
This broad occupation is the same as the detailed occupation:
49-9031 Home Appliance Repairers

49-9031 Home Appliance Repairers
Repair, adjust, or install all types of electric or gas household appliances, such as refrigerators, washers, dryers, and ovens.

Illustrative examples: Vacuum Cleaner Repairer, Washing Machine Installer, Window Air Conditioner Installer

49-9040 Industrial Machinery Installation, Repair, and Maintenance Workers
This broad occupation includes the following four detailed occupations:
49-9041 Industrial Machinery Mechanics
49-9043 Maintenance Workers, Machinery
49-9044 Millwrights
49-9045 Refractory Materials Repairers, Except Brickmasons

49-9041 Industrial Machinery Mechanics
Repair, install, adjust, or maintain industrial production and processing machinery or refinery and pipeline distribution systems. Excludes "Millwrights" (49-9044), "Mobile Heavy Equipment Mechanics, Except Engines" (49-3042), and "Maintenance Workers, Machinery" (49-9043).

Illustrative examples: Boilerhouse Mechanic, Foundry Equipment Mechanic, Hydroelectric Machinery Mechanic

49-9043 Maintenance Workers, Machinery

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Lubricate machinery, change parts, or perform other routine machinery maintenance. Excludes "Maintenance and Repair Workers, General" (49-9071).

Illustrative example: Crane Oiler

49-9044 Millwrights
Install, dismantle, or move machinery and heavy equipment according to layout plans, blueprints, or other drawings.

Illustrative examples: Machine Erector, Machinery Dismantler, Maintenance Millwright

49-9045 Refractory Materials Repairers, Except Brickmasons
Build or repair equipment such as furnaces, kilns, cupolas, boilers, converters, ladles, soaking pits and ovens, using refractory materials.

Illustrative examples: Bondactor Machine Repairer, Cupola Repairer, Kiln Door Builder, Ladle Repairer

49-9050 Line Installers and Repairers
This broad occupation includes the following two detailed occupations:
49-9051 Electrical Power-Line Installers and Repairers
49-9052 Telecommunications Line Installers and Repairers

49-9051 Electrical Power-Line Installers and Repairers
Install or repair cables or wires used in electrical power or distribution systems. May erect poles and light or heavy duty transmission towers. Excludes "Electrical and Electronics Repairers, Powerhouse, Substation, and Relay" (49-2095).

Illustrative examples: Electric Powerline Examiner, Electric Utility Lineworker, Electrical High Tension Tester, Electrical Lineworker

49-9052 Telecommunications Line Installers and Repairers
Install and repair telecommunications cable, including fiber optics.

Illustrative examples: Cable Television Installer, FIOS Line Installer, Telephone Cable Splicer

49-9060 Precision Instrument and Equipment Repairers
This broad occupation includes the following five detailed occupations:
49-9061 Camera and Photographic Equipment Repairers
49-9062 Medical Equipment Repairers
49-9063 Musical Instrument Repairers and Tuners
49-9064 Watch Repairers
49-9069 Precision Instrument and Equipment Repairers, All Other

49-9061 Camera and Photographic Equipment Repairers

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Repair and adjust cameras and photographic equipment, including commercial video and motion picture camera equipment.

Illustrative example: Aircraft Photographic Equipment Repairer, Camera Repairer, Photographic Equipment Technician

49-9062 Medical Equipment Repairers
Test, adjust, or repair biomedical or electromedical equipment.

Illustrative examples: Biomedical Equipment Technician, Radiology Equipment Servicer, Surgical Instrument Mechanic

49-9063 Musical Instrument Repairers and Tuners
Repair percussion, stringed, reed, or wind instruments. May specialize in one area, such as piano tuning. Excludes "Electronic Home Entertainment Equipment Installers and Repairers" (49-2097) who repair electrical and electronic musical instruments.

Illustrative examples: Brass and Wind Instrument Repairer, Piano Tuner, Violin Repairer

49-9064 Watch Repairers
Repair, clean, and adjust mechanisms of timing instruments, such as watches and clocks. Includes watchmakers, watch technicians, and mechanical timepiece repairers.

Illustrative examples: Antique Clock Repairer, Clock Repair Technician, Horologist

49-9069 Precision Instrument and Equipment Repairers, All Other
All precision instrument and equipment repairers not listed separately.

Illustrative examples: Gyroscope Repairer, Telescope Repairer

49-9070 Maintenance and Repair Workers, General
This broad occupation is the same as the detailed occupation:
49-9071 Maintenance and Repair Workers, General

49-9071 Maintenance and Repair Workers, General
Perform work involving the skills of two or more maintenance or craft occupations to keep machines, mechanical equipment, or the structure of an establishment in repair. Duties may involve pipe fitting; boiler making; insulating; welding; machining; carpentry; repairing electrical or mechanical equipment; installing, aligning, and balancing new equipment; and repairing buildings, floors, or stairs. Excludes "Maintenance Workers, Machinery" (49-9043).

Illustrative example: Building Maintenance Mechanic

49-9080 Wind Turbine Service Technicians
This broad occupation is the same as the detailed occupation:

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49-9081 Wind Turbine Service Technicians

49-9081 Wind Turbine Service Technicians
Inspect, diagnose, adjust, or repair wind turbines. Perform maintenance on wind turbine equipment including resolving electrical, mechanical, and hydraulic malfunctions.

Illustrative examples: Wind Energy Technician, Wind Turbine Mechanic

49-9090 Miscellaneous Installation, Maintenance, and Repair Workers
This broad occupation includes the following nine detailed occupations:
49-9091 Coin, Vending, and Amusement Machine Servicers and Repairers
49-9092 Commercial Divers
49-9093 Fabric Menders, Except Garment
49-9094 Locksmiths and Safe Repairers
49-9095 Manufactured Building and Mobile Home Installers
49-9096 Riggers
49-9097 Signal and Track Switch Repairers
49-9098 Helpers—Installation, Maintenance, and Repair Workers
49-9099 Installation, Maintenance, and Repair Workers, All Other

49-9091 Coin, Vending, and Amusement Machine Servicers and Repairers
Install, service, adjust, or repair coin, vending, or amusement machines including video games, juke boxes, pinball machines, or slot machines.

Illustrative examples: Arcade Games Mechanic, Parking Meter Collector, Slot Machine Mechanic, Vending Machine Filler

49-9092 Commercial Divers
Work below surface of water, using scuba gear to inspect, repair, remove, or install equipment and structures. May use a variety of power and hand tools, such as drills, sledgehammers, torches, and welding equipment. May conduct tests or experiments, rig explosives, or photograph structures or marine life. Excludes "Fishers and Related Fishing Workers" (45-3011), "Athletes and Sports Competitors" (27-2021), and "Police and Sheriff's Patrol Officers" (33-3051).

Illustrative examples: Marine Diver, Salvage Diver, Scuba Diver, Underwater Welder

49-9093 Fabric Menders, Except Garment
Repair tears, holes, and other defects in fabrics, such as draperies, linens, parachutes, and tents.

Illustrative examples: Fabric Awning Repairer, Parachute Repairer, Sail Repairer

49-9094 Locksmiths and Safe Repairers
Repair and open locks; make keys; change locks and safe combinations; and install and repair safes.

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Illustrative examples: Key Maker, Safe and Vault Installer, Safe and Vault Mechanic

49-9095 Manufactured Building and Mobile Home Installers
Move or install mobile homes or prefabricated buildings.

Illustrative examples: Housetrailer Servicer, Mobile Home Mechanic, Mobile Home Servicer

49-9096 Riggers
Set up or repair rigging for construction projects, manufacturing plants, logging yards, ships and shipyards, or for the entertainment industry.

Illustrative examples: Acrobatic Rigger, Crane Rigger, Yard Rigger

49-9097 Signal and Track Switch Repairers
Install, inspect, test, maintain, or repair electric gate crossings, signals, signal equipment, track switches, section lines, or intercommunications systems within a railroad system.

Illustrative examples: Light Rail Signal Technician, Rail Signal Mechanic, Third Rail Installer

49-9098 Helpers—Installation, Maintenance, and Repair Workers
Help installation, maintenance, and repair workers in maintenance, parts replacement, and repair of vehicles, industrial machinery, and electrical and electronic equipment. Perform duties such as furnishing tools, materials, and supplies to other workers; cleaning work area, machines, and tools; and holding materials or tools for other workers.

Illustrative examples: Automobile Body Repairer Helper, Locksmith Helper, Motorboat Mechanic Helper

49-9099 Installation, Maintenance, and Repair Workers, All Other
All installation, maintenance, and repair workers not listed separately.

Illustrative examples: Bowling Alley Mechanic, Fire Extinguisher Installer, Gasoline Pump Installer, Gunsmith

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53-2031 Flight Attendants
Provide personal services to ensure the safety, security, and comfort of airline passengers during flight. Greet passengers, verify tickets, explain use of safety equipment, and serve food or beverages.

Illustrative examples: Airline Flight Attendant, Airplane Flight Attendant

53-3000 Motor Vehicle Operators

53-3010 Ambulance Drivers and Attendants, Except Emergency Medical Technicians
This broad occupation is the same as the detailed occupation:
53-3011 Ambulance Drivers and Attendants, Except Emergency Medical Technicians

53-3011 Ambulance Drivers and Attendants, Except Emergency Medical Technicians
Drive ambulance or assist ambulance driver in transporting sick, injured, or convalescent persons. Assist in lifting patients.

Illustrative examples: Emergency Medical Services (EMS) Driver

53-3020 Bus Drivers
This broad occupation includes the following two detailed occupations:
53-3021 Bus Drivers, Transit and Intercity
53-3022 Bus Drivers, School or Special Client

53-3021 Bus Drivers, Transit and Intercity
Drive bus or motor coach, including regular route operations, charters, and private carriage. May assist passengers with baggage. May collect fares or tickets.

Illustrative examples: Motor Coach Bus Driver, Public Transit Bus Driver

53-3022 Bus Drivers, School or Special Client
Transport students or special clients, such as the elderly or persons with disabilities. Ensure adherence to safety rules. May assist passengers in boarding or exiting.

Illustrative examples: School Bus Operator, Special Education Bus Driver

53-3030 Driver/Sales Workers and Truck Drivers
This broad occupation includes the following three detailed occupations:
53-3031 Driver/Sales Workers
53-3032 Heavy and Tractor-Trailer Truck Drivers
53-3033 Light Truck or Delivery Services Drivers,

53-3031 Driver/Sales Workers
Drive truck or other vehicle over established routes or within an established territory and sell or deliver goods, such as food products, including restaurant take-out items, or pick up or deliver

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items such as commercial laundry. May also take orders, collect payment, or stock merchandise at point of delivery. Includes newspaper delivery drivers. Excludes "Coin, Vending, and Amusement Machine Servicers and Repairers" (49-9091) and "Light Truck or Delivery Services Drivers" (53-3033).

Illustrative examples: Bakery Deliverer, Pizza Delivery Driver, Route Salesperson

53-3032 Heavy and Tractor-Trailer Truck Drivers
Drive a tractor-trailer combination or a truck with a capacity of at least 26,000 pounds Gross Vehicle Weight (GVW). May be required to unload truck. Requires commercial drivers' license.

Illustrative examples: Auto Carrier Driver, Cement Truck Driver, Moving Van Driver

53-3033 Light Truck or Delivery Services Drivers
Drive a light vehicle, such as a truck or van, with a capacity of less than 26,000 pounds Gross Vehicle Weight (GVW), primarily to deliver or pick up merchandise or to deliver packages. May load and unload vehicle. Excludes "Couriers and Messengers" (43-5021) and "Driver/Sales Workers" (53-3031).

Illustrative example: Pharmacy Delivery Driver

53-3040 Taxi Drivers and Chauffeurs
This broad occupation is the same as the detailed occupation:
53-3041 Taxi Drivers and Chauffeurs

53-3041 Taxi Drivers and Chauffeurs
Drive automobiles, vans, or limousines to transport passengers. May occasionally carry cargo. Includes hearse drivers. Excludes "Ambulance Drivers and Attendants, Except Emergency Medical Technicians" (53-3011) and "Bus Drivers" (53-3020).

Illustrative examples: Cab Driver, Courtesy Van Driver, Limousine Driver

53-3090 Miscellaneous Motor Vehicle Operators
This broad occupation is the same as the detailed occupation:
53-3099 Motor Vehicle Operators, All Other

53-3099 Motor Vehicle Operators, All Other
All motor vehicle operators not listed separately.

Illustrative examples: Ice-Resurfacing Machine Operator, Motorcycle Deliverer, Street Cleaning Equipment Operator

53-4000 Rail Transportation Workers

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Bureau of Labor Statistics

On behalf of the Standard Occupational Classification Policy Committee (SOCPC)

February 2010 (Updated January 2013)

Questions should be emailed to soc@bls.gov

2010 SOC Code	2010 SOC Title	2010 SOC Direct Match Title	Illustrative Example
11-1011	Chief Executives	CEO	
11-1011	Chief Executives	Chief Executive Officer	
11-1011	Chief Executives	Chief Operating Officer	
11-1011	Chief Executives	Commissioner of Internal Revenue	
11-1011	Chief Executives	COO	
11-1011	Chief Executives	County Commissioner	
11-1011	Chief Executives	Government Service Executive	
11-1011	Chief Executives	Governor	x
11-1011	Chief Executives	Mayor	
11-1021	General and Operations Managers	Department Store General Manager	
11-1021	General and Operations Managers	General Manager	
11-1021	General and Operations Managers	General Superintendent	x
11-1021	General and Operations Managers	Manufacturing Operations Manager	
11-1021	General and Operations Managers	Operations Manager	
11-1021	General and Operations Managers	Radio Station Manager	x
11-1021	General and Operations Managers	Television Station Manager	x
11-1031	Legislators	City Alderman	
11-1031	Legislators	City Council Member	x
11-1031	Legislators	Congressional Representative	

39-1021	First-Line Supervisors of Personal Service Workers	Animal Trainer Supervisor	x
39-1021	First-Line Supervisors of Personal Service Workers	Caddy Master	x
39-1021	First-Line Supervisors of Personal Service Workers	Head Butler	
39-1021	First-Line Supervisors of Personal Service Workers	Recreation Attendant Supervisor	x
39-2011	Animal Trainers	Animal Trainer	
39-2011	Animal Trainers	Dog Handler	
39-2011	Animal Trainers	Dog Trainer	
39-2011	Animal Trainers	Dolphin Trainer	
39-2011	Animal Trainers	Guide Dog Instructor	
39-2011	Animal Trainers	Guide Dog Mobility Instructor	
39-2011	Animal Trainers	Guide Dog Trainer	x
39-2011	Animal Trainers	Horse Breaker	x
39-2011	Animal Trainers	Licensed Guide Dog Instructor	
39-2011	Animal Trainers	Lion Trainer	
39-2011	Animal Trainers	Marine Mammal Trainer	x
39-2011	Animal Trainers	Seeing Eye Dog Trainer	
39-2021	Nonfarm Animal Caretakers	Animal Care Giver	
39-2021	Nonfarm Animal Caretakers	Animal Care Technician	
39-2021	Nonfarm Animal Caretakers	Animal Caregiver	
39-2021	Nonfarm Animal Caretakers	Animal Daycare Provider	
39-2021	Nonfarm Animal Caretakers	Animal Groomer	
39-2021	Nonfarm Animal Caretakers	Animal Shelter Worker	x
39-2021	Nonfarm Animal Caretakers	Animal Sitter	
39-2021	Nonfarm Animal Caretakers	Aquarist	
39-2021	Nonfarm Animal Caretakers	Aquarium Tank Attendant	
39-2021	Nonfarm Animal Caretakers	Cat and Dog Bather	

39-2021	Nonfarm Animal Caretakers	Dog Bather	
39-2021	Nonfarm Animal Caretakers	Dog Beautician	
39-2021	Nonfarm Animal Caretakers	Dog Groomer	x
39-2021	Nonfarm Animal Caretakers	Dog Sitter	
39-2021	Nonfarm Animal Caretakers	Horse Exerciser	
39-2021	Nonfarm Animal Caretakers	Kennel Aide	
39-2021	Nonfarm Animal Caretakers	Kennel Attendant	
39-2021	Nonfarm Animal Caretakers	Kennel Helper	
39-2021	Nonfarm Animal Caretakers	Kennel Worker	x
39-2021	Nonfarm Animal Caretakers	Pet Feeder	
39-2021	Nonfarm Animal Caretakers	Pet Groomer	
39-2021	Nonfarm Animal Caretakers	Pet Sitter	
39-2021	Nonfarm Animal Caretakers	Pet Stylist	
39-2021	Nonfarm Animal Caretakers	Zookeeper	x
39-3011	Gaming Dealers	21 Dealer	
39-3011	Gaming Dealers	Blackjack Dealer	x
39-3011	Gaming Dealers	Casino Dealer	
39-3011	Gaming Dealers	Casino Games Dealer	
39-3011	Gaming Dealers	Craps Dealer	x
39-3011	Gaming Dealers	Keno Dealer	
39-3011	Gaming Dealers	Poker Dealer	x
39-3011	Gaming Dealers	Roulette Dealer	x
39-3011	Gaming Dealers	Table Games Dealer	
39-3012	Gaming and Sports Book Writers and Runners	Betting Clerk	x
39-3012	Gaming and Sports Book Writers and Runners	Bookie	
39-3012	Gaming and Sports Book Writers and Runners	Casino Floor Runner	

39-3012	Gaming and Sports Book Writers and Runners	Keno Runner	x
39-3012	Gaming and Sports Book Writers and Runners	Keno Writer	
39-3012	Gaming and Sports Book Writers and Runners	Race and Sports Book Writer	
39-3012	Gaming and Sports Book Writers and Runners	Race Book Writer	x
39-3012	Gaming and Sports Book Writers and Runners	Sports Book Board Attendant	
39-3012	Gaming and Sports Book Writers and Runners	Sportsbook Ticket Writer	
39-3019	Gaming Service Workers, All Other	Card Table Attendant	
39-3019	Gaming Service Workers, All Other	Pit Clerk	x
39-3019	Gaming Service Workers, All Other	Poker Prop Player	
39-3019	Gaming Service Workers, All Other	Proposition Player	x
39-3019	Gaming Service Workers, All Other	Shill	x
39-3021	Motion Picture Projectionists	Chief Projectionist	
39-3021	Motion Picture Projectionists	Film Projector Operator	x
39-3021	Motion Picture Projectionists	Motion Picture Operator	
39-3021	Motion Picture Projectionists	Motion Picture Projectionist	
39-3021	Motion Picture Projectionists	Movie Projectionist	x
39-3021	Motion Picture Projectionists	Projector Booth Operator	
39-3021	Motion Picture Projectionists	Stereoptician	
39-3031	Ushers, Lobby Attendants, and Ticket Takers	Drive-In Theater Attendant	
39-3031	Ushers, Lobby Attendants, and Ticket Takers	Lobby Attendant	
39-3031	Ushers, Lobby Attendants, and Ticket Takers	Theater Usher	x
39-3031	Ushers, Lobby Attendants, and Ticket Takers	Ticket Attendant	
39-3031	Ushers, Lobby Attendants, and Ticket Takers	Ticket Collector	x
39-3031	Ushers, Lobby Attendants, and Ticket Takers	Usher	
39-3091	Amusement and Recreation Attendants	Amusement Park Worker	
39-3091	Amusement and Recreation Attendants	Animal Ride Attendant	

39-3091	Amusement and Recreation Attendants	Arcade Attendant	x
39-3091	Amusement and Recreation Attendants	Carnival Worker	
39-3091	Amusement and Recreation Attendants	Ferris Wheel Operator	
39-3091	Amusement and Recreation Attendants	Golf Caddy	x
39-3091	Amusement and Recreation Attendants	Ice Rink Attendant	
39-3091	Amusement and Recreation Attendants	Ride Operator	
39-3091	Amusement and Recreation Attendants	Rides Attendant	
39-3091	Amusement and Recreation Attendants	Ski Lift Attendant	
39-3091	Amusement and Recreation Attendants	Ski Lift Operator	x
39-3091	Amusement and Recreation Attendants	Sports Complex Attendant	
39-3092	Costume Attendants	Costume Attendant	
39-3092	Costume Attendants	Theatrical Wardrobe Attendant	
39-3092	Costume Attendants	Theatrical Wardrobe Dresser	x
39-3092	Costume Attendants	Wardrobe Assistant	
39-3092	Costume Attendants	Wardrobe Attendant	x
39-3092	Costume Attendants	Wardrobe Custodian	
39-3092	Costume Attendants	Wardrobe Dresser	
39-3092	Costume Attendants	Wardrobe Supervisor	
39-3093	Locker Room, Coatroom, and Dressing Room Attendants	Athletic Equipment Manager	
39-3093	Locker Room, Coatroom, and Dressing Room Attendants	Bathhouse Attendant	x
39-3093	Locker Room, Coatroom, and Dressing Room Attendants	Checkroom Attendant	
39-3093	Locker Room, Coatroom, and Dressing Room Attendants	Cloak Room Attendant	
39-3093	Locker Room, Coatroom, and Dressing Room Attendants	Coat Checker	x
39-3093	Locker Room, Coatroom, and Dressing Room Attendants	Ladies Locker Room Attendant	
39-3093	Locker Room, Coatroom, and Dressing Room Attendants	Locker Room Attendant	
39-3093	Locker Room, Coatroom, and Dressing Room Attendants	Locker Room Manager	

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49-9063	Musical Instrument Repairers and Tuners	Piano Technician	
49-9063	Musical Instrument Repairers and Tuners	Piano Tuner	x
49-9063	Musical Instrument Repairers and Tuners	Pipe Organ Technician	
49-9063	Musical Instrument Repairers and Tuners	Stringed Instrument Repairer	
49-9063	Musical Instrument Repairers and Tuners	Tone Regulator	
49-9063	Musical Instrument Repairers and Tuners	Violin Repairer	x
49-9064	Watch Repairers	Antique Clock Repairer	x
49-9064	Watch Repairers	Chronometer Repairer	
49-9064	Watch Repairers	Clock Repair Technician	x
49-9064	Watch Repairers	Clockmaker	
49-9064	Watch Repairers	Clocksmith	
49-9064	Watch Repairers	Horologist	x
49-9064	Watch Repairers	Time Piece Repairer	
49-9064	Watch Repairers	Watchmaker	
49-9069	Precision Instrument and Equipment Repairers, All Other	Gyroscope Repairer	x
49-9069	Precision Instrument and Equipment Repairers, All Other	Hydrometer Calibrator	
49-9069	Precision Instrument and Equipment Repairers, All Other	Scale Adjuster	
49-9069	Precision Instrument and Equipment Repairers, All Other	Telescope Repairer	x
49-9071	Maintenance and Repair Workers, General	Building Maintenance Mechanic	x
49-9071	Maintenance and Repair Workers, General	Building Mechanic	
49-9071	Maintenance and Repair Workers, General	Building Services Mechanic	
49-9071	Maintenance and Repair Workers, General	Maintenance Mechanic	
49-9071	Maintenance and Repair Workers, General	Mechanics Handyman	
49-9071	Maintenance and Repair Workers, General	Plant Maintenance Technician	
49-9081	Wind Turbine Service Technicians	Wind Energy Mechanic	
49-9081	Wind Turbine Service Technicians	Wind Energy Technician	x

49-9097	Signal and Track Switch Repairers	Rail Signal Mechanic	x
49-9097	Signal and Track Switch Repairers	Railway Signal Technician	
49-9097	Signal and Track Switch Repairers	Third Rail Installer	x
49-9097	Signal and Track Switch Repairers	Train Control Electronic Technician	
49-9097	Signal and Track Switch Repairers	Train Control Technician	
49-9098	Helpers--Installation, Maintenance, and Repair Workers	Automobile Body Repairer Helper	x
49-9098	Helpers--Installation, Maintenance, and Repair Workers	Cable Splicer Helper	
49-9098	Helpers--Installation, Maintenance, and Repair Workers	Hydroelectric Machinery Mechanic Helper	
49-9098	Helpers--Installation, Maintenance, and Repair Workers	Locksmith Helper	x
49-9098	Helpers--Installation, Maintenance, and Repair Workers	Mechanic's Assistant	
49-9098	Helpers--Installation, Maintenance, and Repair Workers	Meter Repairer Helper	
49-9098	Helpers--Installation, Maintenance, and Repair Workers	Motorboat Mechanic Helper	x
49-9098	Helpers--Installation, Maintenance, and Repair Workers	Powerhouse Mechanic Helper	
49-9098	Helpers--Installation, Maintenance, and Repair Workers	Streetcar Repairer Helper	
49-9099	Installation, Maintenance, and Repair Workers, All Other	Bowling Alley Mechanic	x
49-9099	Installation, Maintenance, and Repair Workers, All Other	Fire Extinguisher Installer	x
49-9099	Installation, Maintenance, and Repair Workers, All Other	Gasoline Pump Installer	x
49-9099	Installation, Maintenance, and Repair Workers, All Other	Gunsmith	x
49-9099	Installation, Maintenance, and Repair Workers, All Other	Ski Lift Mechanic	
49-9099	Installation, Maintenance, and Repair Workers, All Other	Wheelwright	
49-9099	Installation, Maintenance, and Repair Workers, All Other	Windmill Mechanic	
49-9099	Installation, Maintenance, and Repair Workers, All Other	Window Shade Installer	
51-1011	First-Line Supervisors of Production and Operating Workers	Assembly Line Supervisor	x
51-1011	First-Line Supervisors of Production and Operating Workers	Assembly Supervisor	
51-1011	First-Line Supervisors of Production and Operating Workers	Die Cast Supervisor	
51-1011	First-Line Supervisors of Production and Operating Workers	Machine Assembler Supervisor	

53-3021	Bus Drivers, Transit and Intercity	Public Transit Bus Driver	x
53-3021	Bus Drivers, Transit and Intercity	Public Transit Trolley Driver	
53-3022	Bus Drivers, School or Special Client	School Bus Driver	
53-3022	Bus Drivers, School or Special Client	School Bus Operator	x
53-3022	Bus Drivers, School or Special Client	Special Education Bus Driver	x
53-3031	Driver/Sales Workers	Bakery Deliverer	x
53-3031	Driver/Sales Workers	Bobtailer	
53-3031	Driver/Sales Workers	Delivery Sales worker	
53-3031	Driver/Sales Workers	Newspaper Deliverer	
53-3031	Driver/Sales Workers	Newspaper Delivery Driver	
53-3031	Driver/Sales Workers	Pizza Delivery Driver	x
53-3031	Driver/Sales Workers	Route Sales Person	
53-3031	Driver/Sales Workers	Route Salesperson	x
53-3031	Driver/Sales Workers	Sales Route Driver	
53-3032	Heavy and Tractor-Trailer Truck Drivers	Auto Carrier Driver	x
53-3032	Heavy and Tractor-Trailer Truck Drivers	Cement Truck Driver	x
53-3032	Heavy and Tractor-Trailer Truck Drivers	Concrete Mixer Driver	
53-3032	Heavy and Tractor-Trailer Truck Drivers	Concrete Mixer Truck Driver	
53-3032	Heavy and Tractor-Trailer Truck Drivers	Fuel Truck Driver	
53-3032	Heavy and Tractor-Trailer Truck Drivers	Garbage Truck Driver	
53-3032	Heavy and Tractor-Trailer Truck Drivers	Line Haul Driver	
53-3032	Heavy and Tractor-Trailer Truck Drivers	Logging Truck Driver	
53-3032	Heavy and Tractor-Trailer Truck Drivers	Moving Van Driver	x
53-3032	Heavy and Tractor-Trailer Truck Drivers	Over-the-Road Driver	
53-3032	Heavy and Tractor-Trailer Truck Drivers	Semi-Truck Driver	
53-3032	Heavy and Tractor-Trailer Truck Drivers	Tanker Driver	

53-3032	Heavy and Tractor-Trailer Truck Drivers	Tow Truck Operator	
53-3033	Light Truck or Delivery Services Drivers	Pharmacy Delivery Driver	x
53-3041	Taxi Drivers and Chauffeurs	Cab Driver	x
53-3041	Taxi Drivers and Chauffeurs	Courtesy Car Driver	
53-3041	Taxi Drivers and Chauffeurs	Courtesy Van Driver	x
53-3041	Taxi Drivers and Chauffeurs	Funeral Car Driver	
53-3041	Taxi Drivers and Chauffeurs	Hearse Driver	
53-3041	Taxi Drivers and Chauffeurs	Limousine Driver	x
53-3041	Taxi Drivers and Chauffeurs	Livery Car Driver	
53-3041	Taxi Drivers and Chauffeurs	Shuttle Bus Driver	
53-3099	Motor Vehicle Operators, All Other	Assembly Line Driver	
53-3099	Motor Vehicle Operators, All Other	Ice-Resurfacing Machine Operators	x
53-3099	Motor Vehicle Operators, All Other	Motorcycle Deliverer	x
53-3099	Motor Vehicle Operators, All Other	Street Cleaning Equipment Operator	x
53-3099	Motor Vehicle Operators, All Other	Street Sweeper Operator	
53-4011	Locomotive Engineers	Freight Engineer	
53-4011	Locomotive Engineers	Railroad Engineer	x
53-4011	Locomotive Engineers	Railway Engineer	
53-4011	Locomotive Engineers	Train Engineer	x
53-4012	Locomotive Firers	Diesel Locomotive Firer	x
53-4012	Locomotive Firers	Dinkey Engine Firer	x
53-4012	Locomotive Firers	Railroad Firer	x
53-4013	Rail Yard Engineers, Dinkey Operators, and Hostlers	Coal Tram Driver	x
53-4013	Rail Yard Engineers, Dinkey Operators, and Hostlers	Dinkey Driver	
53-4013	Rail Yard Engineers, Dinkey Operators, and Hostlers	Dinkey Operator	
53-4013	Rail Yard Engineers, Dinkey Operators, and Hostlers	Engine Hostler	

National Prevailing Wage and Helpdesk Center
Prevailing Wage Frequently Asked Questions
March 2010

OFLC issued FAQs in December prior to the opening of the National Prevailing Wage and Helpdesk Center (NPWHC) to assist employers with Prevailing Wage (PW) questions, especially during the transition. These FAQs have been updated to provide responses to the most common processing questions and submission errors. While most of these FAQs are not substantively different from the December 2009 FAQs, further clarifications and additional FAQs have been provided. These March 2010 FAQs are meant to replace the December 2009 FAQs.

Question: What labor certification programs are affected by the new prevailing wage process administered by the NPWHC?

Answer: As described in the Department's December 4, 2009 Federal Register Notice (74 FR 63796), the National Prevailing Wage and Helpdesk Center (NPWHC) will process Prevailing Wage Determination (PWD) requests for H-1B, H-1B1 (Chile/Singapore), H-1C (if reauthorized by Congress), H-2B, E-3 (Australia) programs, and the permanent labor certification program (PERM).

Question: What form should I use to request a Prevailing Wage Determination?

Answer: An employer must use ETA Form 9141 to request a PWD from the NPWHC. This form is available in the Forms and Instructions section of the OFLC website: http://www.foreignlaborcert.doleta.gov/form.cfm

Question: I want to mail in a request for a PWD, where do I send it? What is the correct address and zip code?

Answer: To mail a request for a PWD, an employer must send a completed ETA Form 9141 to the NPWHC. The complete address and zip code for the NPWHC is:

U.S. Department of Labor
Employment and Training Administration
Office of Foreign Labor Certification
National Prevailing Wage and Helpdesk Center
Attn: PWD Request
1341 G Street, NW
Suite 201
Washington, DC 20005-3105

Question: Will the NPWHC accept PWD requests via electronic means?

Answer: Yes. Electronic filing is strongly recommended. The Department's iCert Portal has been updated to allow users to electronically submit ETA Form 9141, requests for PWDs, to the NPWHC. To access the iCert Portal go to: http://icert.doleta.gov/.

Question: My office is located in Washington, DC. Can I bring my PWD request to the NPWHC?

Answer: No. The NPWHC is not set up to receive walk-in applications from the public. Requests for PWDs should be filed either electronically using the iCERT system or mailed to the NPWHC.

Question: How can I obtain assistance in preparing a PWD request?

Answer: Persons with questions regarding the preparation of PWD should consult the OFLC website: www.foreignlaborcert.doleta.gov. Information is located in the Prevailing Wage section of the FAQs and the iCERT Portal System.

Question: Once the NPWHC makes a PWD, how will I receive it?

Answer: The Department's strong preference is for the electronic transmittal of PWDs. Therefore, we encourage all requestors to include their e-mail addresses on the ETA Form 9141, under item B15. Once a determination is made, the NPWHC will e-mail the requestor an electronic copy of the PWD. In order to receive e-mails from the NPWHC, requestors should ensure that the domain @dol.gov is not blocked by their internet e-mail provider.

If the requestor does not provide an e-mail address on its ETA Form 9141, item B15, the NPWHC will send the PWD to the requestor's mailing address by regular mail.

Question: Once I submit a PWD request, how long will it take to receive a determination?

Answer: The NPWHC is working to provide Prevailing Wage Determinations as quickly as possible, in a first-in, first-out order. However, determination times may fluctuate as the Department works to centralize processing of PWD requests at the NPWHC. Therefore, we continue to encourage requestors to submit their ETA Forms 9141 at least 60 days in advance of the employers' initial recruitment efforts.

Question: Will the issued PWD include hourly or annual wages?

U.S. Department of Labor
Wage and Hour Division

U.S. Wage and Hour Division
(July 2010)

Fact Sheet #63: Application of Federal Labor Laws to Reforestation

This fact sheet provides general information concerning the laws administered and enforced by the Wage and Hour Division that apply to reforestation workers. A reforestation employer covered by any one law is not necessarily covered by all the laws listed below; similarly, an employer exempt from the requirements of any one law is not necessarily exempt from the requirements of all the laws.

Summary of Laws

The Fair Labor Standards Act (FLSA) contains Federal minimum wage, overtime, recordkeeping, and child labor requirements for covered employers.

The McNamara-O'Hara Service Contract Act (SCA) contains prevailing wage, fringe benefit, and recordkeeping requirements for work performed on covered contracts with the Federal government.

The Contract Work Hours and Safety Standards Act (CWHSSA), a companion law to the SCA, requires overtime pay for laborers and mechanics for all hours worked in excess of 40 in a workweek on SCA-covered contracts in excess of $100,000.

The Migrant and Seasonal Agricultural Worker Protection Act (MSPA) protects migrant and seasonal agricultural workers by establishing employment standards related to wages, housing, transportation, disclosures, and recordkeeping. The MSPA also requires farm labor contractors (FLCs) and farm labor contractor employees (FLCEs) to register with the U.S. Department of Labor and to obtain special authorization before housing, transporting, or driving covered workers.

The Field Sanitation Provisions of the Occupational Safety and Health Act of 1970 (OSH Act) establish minimum standards for covered agricultural settings for toilets, potable drinking water, hand-washing facilities, and information regarding good hygiene practices.

Coverage

Generally, the FLSA applies to any employee who engages in interstate commerce or the production of goods for interstate commerce, or all employees of an enterprise engaging in interstate commerce or the production of goods for interstate commerce and grossing $500,000 or more per year.

The SCA applies generally to any contract with the U.S. Government the principal purpose of which is to furnish services (e.g., tree planting, brush clearing, pre-commercial thinning, and forest fire-fighting) in the U.S. through the use of service employees. The CWHSSA applies to service contracts in excess of $100,000.

The MSPA applies to any person who solicits, recruits, hires, employs, furnishes, or transports any migrant or seasonal agricultural worker. The MSPA applies to reforestation

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workers engaged in predominately manual work (e.g., tree-planting, brush-clearing, pre-commercial thinning, forest fire-fighting) if they otherwise meet the definition of a migrant or seasonal agricultural worker.

The field sanitation standards of the OSH Act apply to any agricultural establishment that employed 11 or more workers on any one day during the previous 12 months to perform "hand labor" field work. "Hand labor" includes hand-cultivation, hand-weeding, hand-planting, and hand-harvesting of vegetables, nuts, fruits, seedlings, or other crops. Except for hand-labor reforestation work, the term "hand labor" does not include forestry operations such as logging.

Exemptions

The FLSA exempts certain forestry managers, wildfire fire-fighters, and motor vehicle operators from the minimum wage and/or overtime requirements. The FLSA also contains an overtime exemption for forestry or lumbering operations employing eight or fewer workers in planting or tending trees, cruising, surveying, or felling timber, or in preparing or transporting logs or other forestry products to the mill, processing plant, railroad, or other transportation terminal.

If the contract is for less than $2500, the SCA does not require payment of prevailing wages and fringe benefits, but does require payment of the FLSA minimum wage. Managers or supervisors exempt under the FLSA do not qualify as "service employees" under the SCA, and so are excluded from its provisions.

Contractors are exempt from MSPA if they operate solely within a 25-mile intrastate radius of their permanent residence and for not more than 13 weeks per year. The MSPA housing requirements do not apply to bona fide innkeepers, and the transportation requirements do not apply to bona fide common carriers or car pools.

The above exemptions are those most often applicable to reforestation employers, but other exemptions may apply in certain circumstances. Contact the nearest Wage and Hour Division office for more information.

Wages

FLSA-covered non-exempt employees must receive not less than the Federal minimum wage for all hours worked in the workweek. Such employees must also receive overtime pay at the rate of time and one-half their regular rate of pay for all hours worked in excess of 40 in a workweek. The overtime and minimum wage requirements under the FLSA (as well as minimum wage requirements under other statutes) apply even if an employee is paid on a piece rate.

SCA-covered employees must receive no less than the prevailing wage and fringe benefits specified for their occupation in the wage determination applicable to the contract. CWHSSA-covered workers must receive time and one-half their regular rate of pay for all hours worked in excess of 40 in a workweek on the covered contract.

MSPA requires that employers properly disclose to workers all terms and conditions of employment, including wages to be paid, and pay all wages owed when due, but no less frequently than semi-monthly. A worker's wage cannot be less than the highest of the applicable state or Federal minimum wage, the wage promised to a non-immigrant worker on an H-2B visa, or the prevailing wage required by an SCA-covered government contract.

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Deductions

Deductions, whether direct or indirect, for facilities that are primarily for the benefit of the *employer* are only permissible under the FLSA to the extent that they do not reduce the hourly wage for the first 40 hours of any week below the statutorily required FLSA minimum wage (or SCA prevailing wage, if applicable), and do not reduce the time and one-half premium for all hours worked over 40 in an overtime workweek. Tools required to perform the employee's job (e.g., rain suits, chaps, leathers, other protective gear, chain-saws, and OSHA-required safety equipment) are primarily for the benefit of the employer.

Deductions, other than those required by law, are only permissible under MSPA if properly disclosed to the worker in advance. In addition, deductions for housing are only permissible under MSPA if the housing complies with the applicable substantive safety and health standards.
Employers shall provide field sanitation facilities and water required under the OSHAct at no cost to the employees.

Recordkeeping

The FLSA and SCA require the employer to record daily and weekly hours worked, rates of pay, additions to or deductions from wages, and total wages paid, although no particular format is required. A complete listing of the required items can be found at 29 CFR Part 516.

The MSPA contains similar recordkeeping requirements and in addition requires that employees be furnished pay statements each pay period. FLCs must provide each person to whom they furnish workers a copy of the payroll records covering the period for which they furnished the workers.

Child Labor

The FLSA prohibits employment of workers under the age of 18 in forestry or reforestation activities deemed "hazardous" by the Department of Labor. For instance, workers under 18 may not drive (except in limited circumstances), or engage in most forestry services, timber tract management, forest fire fighting, forest fire prevention, logging, or use chainsaws. These prohibitions include tree planting and tree thinning operations in forests. See regulations at 29 CFR Part 570 for more information.

Housing

The FLSA and SCA contain no housing safety and health standards. The cost of providing housing may be creditable towards meeting the employer's minimum or prevailing wage payment obligation. Housing subject to MSPA must comply with all applicable substantive Federal and state safety and health requirements prior to and throughout occupancy by covered workers. Each agricultural employer, agricultural association, or FLC that provides housing must post at each housing site a written statement of the terms and conditions of occupancy as well as an occupancy permit. An FLC must have DOL authorization for each facility or property used to house migrant farm workers. See "Exemptions" section above.

Field Sanitation

The OSH Act Field Sanitation Standards require employers to provide at no cost to the workers:

- potable drinking water, suitably cool and in sufficient amounts, dispensed in single-use cups or by fountains, located so as to be readily accessible to all employees;
- for every 20 employees, one toilet and handwashing facility located within a quarter-mile walk, or if not feasible, at the closest point of vehicular access; and
- notice to each employee of the location of the facilities and reasonable opportunities during the workday to use them.

Employers must also maintain facilities in accordance with public health sanitation practices.

Certain states, such as those with OSHA-approved state plans, have adopted standards more stringent than the Federal requirements. Where both Federal and state requirements apply to an agricultural establishment, the employer must comply with the stricter requirement. Contact the state labor agency or department of health to find out whether your state has such requirements. For more information, see Fact Sheet 51: "Field Sanitation Standards under the Occupational Safety and Health Act."

Transportation

The MSPA requires any non-exempt person who uses, or causes to be used, a vehicle to transport migrant or seasonal agricultural workers to comply with applicable Federal and state vehicle safety and operator requirements. MSPA requires specific insurance levels for each vehicle used to transport workers. FLCs must obtain specific authorization from the U.S. Department of Labor for each vehicle they use or cause to be used to transport workers. See Fact Sheet 50: "Transportation under the Migrant and Seasonal Agricultural Worker Protection Act" for additional information.

Posters/Forms

The FLSA requires the employer to post the FLSA poster (Form WH-1088).

The SCA requires the employer to post the SCA poster (Form WH-1313) and the Wage Determination.

The MSPA requires employers to post the MSPA poster (Form WH-1376). Each agricultural employer, agricultural association, or FLC that provides housing must also post a written statement of the terms and conditions of occupancy as well as an occupancy permit at each housing site. Wage and Hour has optional forms available that employers may use to achieve compliance with MSPA recordkeeping, posting, and disclosure requirements.

State/Local Laws

Individual state or local laws may vary from Federal law. When Federal, state, and local laws apply to the same circumstances, employers must comply with the law that provides the greatest benefit to the worker. Check with the appropriate state agency as to what each State requires.

Where to Obtain Additional Information

This publication is for general information and is not to be considered in the same light as official statements of position contained in the regulations.

For additional information, visit our Wage-Hour website: **http://www.wagehour.dol.gov** and/or call our Wage-Hour toll-free information and helpline, available 8am to 5pm in your time zone, 1-866-4USWAGE (1-866-487-9243).

DOL Regulations - Live Q&A Session with ETA

NOTE: If you are unable to access the live chat window, please go to the static comments page and refresh the page for new comments.

Thursday, July 14, 1:30 p.m. EDT

Please note that input received during the course of this web chat is not part of the formal rulemaking process. You can find DOL's proposed regulations, and submit comments, by visiting www.regulations.gov.

How to Participate

- Enter your question directly into the live chat window found on the interactive page.
- E-mail us at webmaster@dol.gov

Regulatory Agenda Chat with ETA

Thursday July 14, 2011

1:21 **Moderator:** You can submit your questions at any time, but the chat will begin at 1:30pm. This will be a text only chat, so no video or audio will be included.

1:30 **Jane Oates:** Good afternoon, this is Jane Oates, Assistant Secretary of Labor for Employment and Training. Welcome to the ETA regulatory agenda Web chat. The purpose of this web chat is to highlight ETA regulatory priorities, and get your input. We have several items currently on the agenda that are designed to advance the Secretary's goal of good jobs for everyone and to help provide access to employment and training opportunities. I would like to remind everyone that while we are pleased to have this opportunity to answer your questions, today's chat is not part of ETA's rulemaking process. I want to remind you that comments and suggestions received during this Web chat will not become part of any rulemaking record.

1:30 **Comment From Mike Kennedy**

Welcome Message from Secretary Solis

Other Videos

Jim Thornton of Northrup-Grumman Discusses OSHA's Injury and Illness Prevention Program

Lauren Sugarman Discusses Equal Opportunity in Construction

EBSA's Phyllis Borzi on Improved Fee Disclosure for Welfare Plans

Jill McIntyre Talks About Her Father's Death in the Mining Industry

Deputy Secretary Seth Harris

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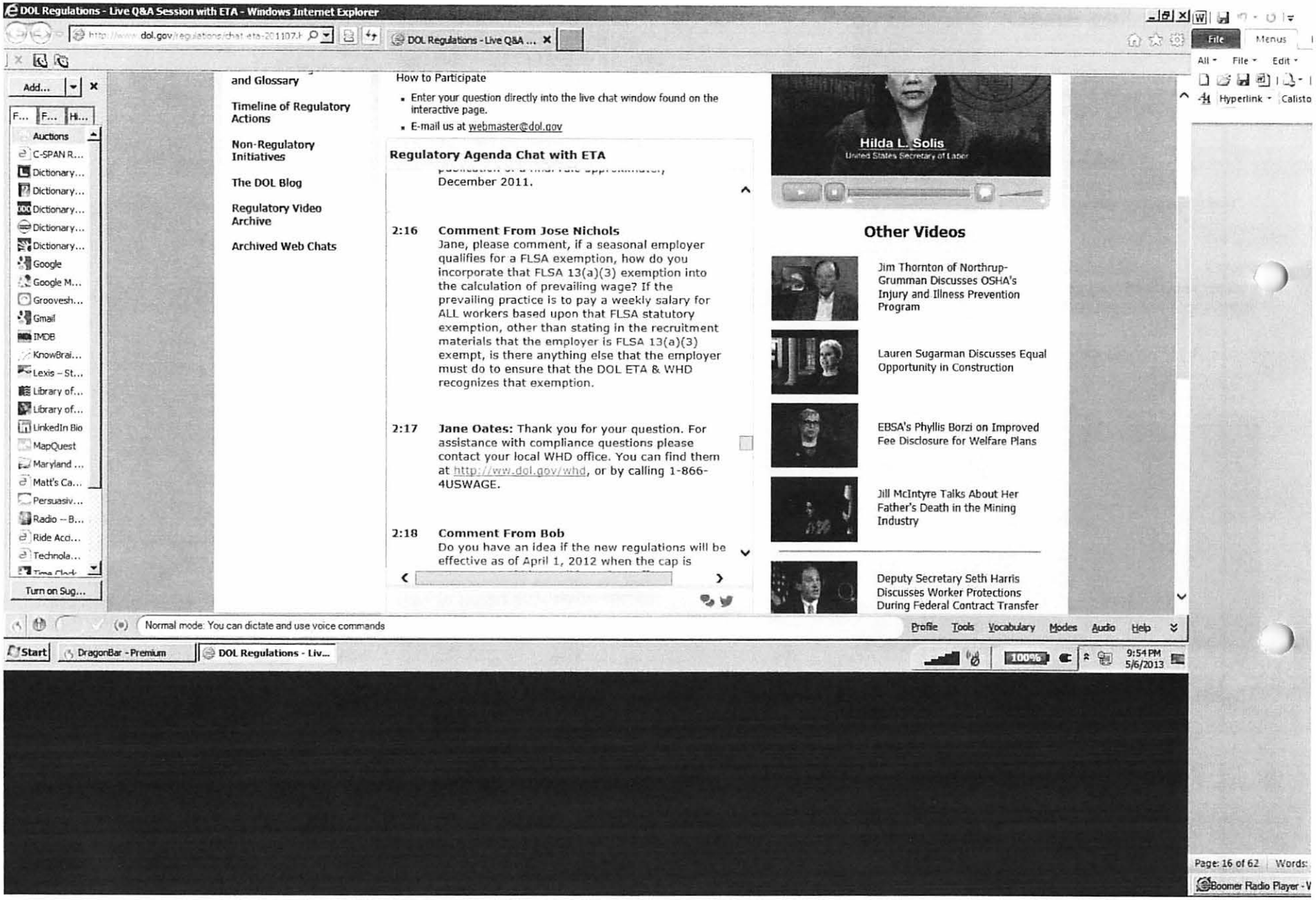

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Employment and Training Administration
Office of Foreign Labor Certification
Frequently Asked Questions
H-2A Temporary Agricultural Foreign Labor Certification Program
2010 Final Rule, Round 3

Filing

Question: When the employer submits the ETA Form 790 to the State Workforce Agency (SWA) during the requisite 60-75 day timeframe, what should the employer include along with it?

Answer: The employer is required to submit to the SWA the original ETA Form 790 along with all required attachments, as specified in the instructions to the form. The required attachments include, if applicable, an attachment describing special work schedule situations, an attachment describing in detail the job tasks and duties, and an attachment explaining the employer's handling of wage rate for each activity. The employer should also submit any additional attachments it creates to complete its response to one of the question(s) on the form or otherwise document its compliance with the required assurances described in 20 CFR 653.501 and 655.122. Upon receiving the ETA Form 790, the SWA may require the employer to submit documentation substantiating the appropriateness of any qualification(s) contained in the ETA Form 790.

Please note:
The employer must also send a copy of the ETA Form 790 submitted to the SWA with its *Application for Temporary Employment Certification* to the Chicago National Processing Center.

ETA Form 9142

Question: Where do I find the SOC Code and SOC Occupation Title requested in Section B, questions 2 and 3 of the ETA Form 9142?

Answer: The Standard Occupational Classification (SOC) system is a numerical code that classifies job opportunities into occupational categories for the purpose of collecting, calculating, or disseminating data. An employer may search the Bureau of Labor Statistics' 2010 SOC list, which lists occupations in alphabetical order (http://www.bls.gov/soc/2010/soc_alph.htm#F), or may search the Department's wage wizard at http://www.flcdatacenter.com/OesQuick.aspx to obtain the appropriate code. The code and occupation title selected by the employer should reflect the nature of the position for which certification is sought.

The SOC categories of occupations that are most likely to be identified with H-2A agricultural workers are:

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45-2092.01	Nursery Workers
45-2092.02	Farmworkers and Laborers, Crop
45-2041.00	Graders and Sorters
45-2091.00	Agricultural Equipment Operators
45-2093.00	Farm Workers, Farm and Ranch Animals
45-2099.00	Agricultural Workers, All Other

Housing:

Question: Does public rental housing need to be inspected by the SWA?

Answer: No, as long as the public rental housing meets applicable local, state or federal standards. The employer must provide documentation to the satisfaction of the Certifying Officer that the housing complies with the applicable standard. At a minimum, the employer must provide a written assurance that the public rental housing provided meets all local, State, and Federal standards for such accommodations.

H-2A Labor Contractors

Question: Are employers who are engaged in certain occupations exempt from the H-2A Labor Contractor designation and obligations?

Answer: No. Any employer who fits the definition of an H-2ALC must identify itself as such on both the ETA Form 790 and the ETA Form 9142 and meet all of the obligations and requirements applicable to H-2ALCs, as set out in 20 CFR 655.132. Employers who are H-2ALCs and who belong to occupations for which special procedures have been established will continue to submit their applications in accordance with those special procedures. However, the H-2ALC must comply with all the requirements set forth in § 655.132, unless the particular requirement is superseded by the special procedures.

Job Offers, Assurances and Obligations

Transportation/Daily Subsistence

Question: Will I have to pay for the worker's daily subsistence before the worker begins his or her inbound trip to my worksite?

Answer: No. The employer is only responsible for the cost of the worker's daily subsistence from the time the worker departs the place from which the worker has come to work for the employer (generally, the worker's home or place from which the worker was recruited) until the time the worker arrives at the employer's worksite.

Fifty Percent Rule

Question: What is a small business exemption to the 50 percent rule?

DEPARTMENT OF LABOR

Employment and Training Administration

20 CFR Part 655

Wage and Hour Division

29 CFR Part 503

RIN 1205–AB58

Temporary Non-Agricultural Employment of H–2B Aliens in the United States

AGENCY: Employment and Training Administration, and Wage and Hour Division, Labor.

ACTION: Final rule.

SUMMARY: The Department of Labor (the Department) is amending its regulations governing the certification of the employment of nonimmigrant workers in temporary or seasonal non-agricultural employment and the enforcement of the obligations applicable to employers of such nonimmigrant workers. This Final Rule revises the process by which employers obtain a temporary labor certification from the Department for use in petitioning the Department of Homeland Security (DHS) to employ a nonimmigrant worker in H–2B status. We have also created new regulations to provide for increased worker protections for both United States (U.S.) and foreign workers.

DATES: This Final Rule is effective April 23, 2012.

FOR FURTHER INFORMATION CONTACT: For further information on 20 CFR part 655, Subpart A, contact William L. Carlson, Ph.D., Administrator, Office of Foreign Labor Certification, ETA, U.S. Department of Labor, 200 Constitution Avenue NW., Room C–4312, Washington, DC 20210; Telephone (202) 693–3010 (this is not a toll-free number). Individuals with hearing or speech impairments may access the telephone number above via TTY by calling the toll-free Federal Information Relay Service at 1–800–877–8339.

For further information on 29 CFR part 503 contact Mary Ziegler, Director, Division of Regulations, Legislation, and Interpretation, Wage and Hour Division, U.S. Department of Labor, 200 Constitution Avenue NW., Room S–3510, Washington, DC 20210; Telephone (202) 693–0071 (this is not a toll-free number). Individuals with hearing or speech impairments may access the telephone number above via TTY by calling the toll-free Federal Information Relay Service at 1–800–877–8339.

SUPPLEMENTARY INFORMATION:

I. Revisions to 20 CFR part 655 Subpart A

A. Statutory Standard and Current Department of Labor Regulations

Section 101(a)(15)(H)(ii)(b) of the Immigration and Nationality Act (INA or the Act) defines an H–2B worker as a nonimmigrant admitted to the U.S. on a temporary basis to perform temporary non-agricultural labor or services for which "unemployed persons capable of performing such service or labor cannot be found in this country." 8 U.S.C. 1101(a)(15)(H)(ii)(b). Section 214(c)(1) of the INA requires DHS to consult with appropriate agencies before approving an H–2B visa petition. 8 U.S.C. 1184(c)(1). The regulations of the U.S. Citizenship and Immigration Services (USCIS), the agency within DHS which adjudicates requests for H–2B status, require that an intending employer first apply for a temporary labor certification from the Secretary of Labor (the Secretary). That certification informs USCIS that U.S. workers capable of performing the services or labor are not available, and that the employment of the foreign worker(s) will not adversely affect the wages and working conditions of similarly employed U.S. workers. 8 CFR 214.2(h)(6). On Guam, H–2B employment requires certification from the Governor of Guam, not the Secretary. 8 CFR 214.2(h)(6)(iii).

Our regulations, at 20 CFR part 655, Subpart A, "Labor Certification Process for Temporary Employment in Occupations other than Agriculture or Registered Nursing in the United States (H–2B Workers)," govern the H–2B labor certification process, as well as the enforcement process to ensure U.S. and H–2B workers are employed in compliance with H–2B labor certification requirements. Applications for labor certification are processed by the Office of Foreign Labor Certification (OFLC) in the Employment and Training Administration (ETA), the agency to which the Secretary has delegated her responsibilities as described in the USCIS H–2B regulations. Enforcement of the attestations made by employers in the course of submission of H–2B applications for labor certification is conducted by the Wage and Hour Division (WHD) within the Department, to which DHS on January 16, 2009 delegated enforcement authority granted to it by the INA. 8 U.S.C. 1184(c)(14)(B).

Under the 2008 H–2B regulations published at 73 FR 29942, May 22, 2008 (the 2008 Final Rule), an employer seeking to fill job opportunities through the H–2B program must demonstrate that it has a temporary need for the services or labor, as defined by one of four regulatory standards: (1) A one-time occurrence; (2) a seasonal need; (3) a peakload need; or (4) an intermittent need. 8 CFR 214.2(h)(6)(ii)(B). Generally, that period of time will be limited to 1 year or less, except in the case of a one-time occurrence, which could last up to 3 years, consistent with the standard under DHS regulations at 8 CFR 214.2(h)(6) as well as current Department regulations at § 655.6(b).

The 2008 Final Rule also employed an attestation-based filing model, in which the employer conducted its recruitment with no direct Federal or State oversight. Lastly, the 2008 Final Rule provided WHD's enforcement authority under which WHD could impose civil money penalties and other remedies.

On August 30, 2010, the U.S. District Court for the Eastern District of Pennsylvania in *Comité de Apoyo a los Trabajadores Agricolas (CATA)* v. *Solis*, Civil No. 2:09–cv–240–LP, 2010 WL 3431761 (E.D. Pa. Aug. 30, 2010), invalidated various provisions of the 2008 Final Rule and remanded the rule to the Department to correct its errors. In the Notice of Proposed Rulemaking (NPRM) published March 18, 2011 (76 FR 15130), we proposed to amend the particular provisions that were invalidated by the Court, including specifying when H–2B employers must contact unions as a potential source of labor at § 655.44 and providing a new definition of full-time and a slightly modified definition of job contractor in § 655.5 and 29 CFR 503.4.

B. The Need for Rulemaking

The Department determined for a variety of reasons that a new rulemaking effort is necessary for the H–2B program. These policy-related reasons, which were discussed at length in the NPRM, include expansion of opportunities for U.S. workers, evidence of violations of program requirements, some rising to a criminal level, need for better worker protections, and a lack of understanding of program obligations. We accordingly proposed to revert to the compliance-based certification model that had been used from the inception of the program until the 2008 Final Rule. We also proposed to add new recruitment and other requirements to broaden the dissemination of job offer information, such as introducing the electronic job registry and requiring the job offer to remain open to U.S. workers for a longer period and closer to the date of need. We stated that these changes were necessary to ensure that there was

Home Bds. v. *OSHA*, 602 F.3d 464, 467 (DC Cir. 2010).

3. § 655.3 Territory of Guam

As in the 2008 Final Rule, under the proposed rule, the granting of H–2B labor certifications and the enforcement of the H–2B visa program on Guam continue to reside with the Governor of Guam, under DHS regulations. However, the NPRM proposed that we would determine all H–2B prevailing wages, including those for Guam. Recently, DHS, which consults with the Governor of Guam about the admission of H–2B construction workers on Guam, has determined that prevailing wages for construction workers on Guam will be determined by the Secretary. 8 CFR 214.2(h)(6)(v)(E)(v). DHS and the Department agree that it is more appropriate for OFLC to issue H–2B prevailing wages for all workers, including construction workers on Guam, because OFLC already provides prevailing wage determinations (PWDs) for all other U.S. jurisdictions. We therefore proposed that the process for obtaining a prevailing wage in § 655.10 also would apply to H–2B job opportunities on Guam. Employment opportunities on Guam accordingly would be subject to the same process and methodology for calculating prevailing wages as any other jurisdiction within OFLC's purview. We received no comments on this section and therefore are retaining the provision as proposed.

4. § 655.4 Special Procedures

The proposed rule maintained our authority to establish, continue, revise, or revoke special procedures that establish variations for processing certain H–2B *Applications for Temporary Employment Certification.* These are situations where we recognize that variations from the normal H–2B labor certification processes are necessary to permit the temporary employment of foreign workers in specific industries or occupations when U.S. workers are not available and the employment of foreign workers will not adversely affect the wages or working conditions of similarly employed U.S. workers. These variations permit those who would otherwise be unable to readily comply with the program's established processes to participate, such as by allowing itinerary employment for reforestation employers and certain employers in the entertainment industry. These special procedures permit us to accommodate the unique circumstances of certain classes of employers without undermining our essential responsibilities. We are retaining the proposed section with one minor clarification reminding the employer that it must request special procedures.

We also proposed that special procedures already in place on the effective date of the regulations will remain in force until we otherwise modify or withdraw them. A couple of commenters objected to the continuance of current special procedures because they had not participated in the process. We see no need to upset the settled expectations of the employers who have relied upon the special procedures for many years at least to the extent they do not conflict with these regulations. To the extent that the current special procedures are in conflict with these regulations, the regulations will take precedence. An example of a possible conflict would be the current special procedure provision which allows pre-certification to Canadian musicians who enter the U.S. to perform within a 50-mile area adjacent to the Canadian border for a period of 30 days or less. TEGL 31–05 Procedures for Temporary Labor Certification in the Entertainment Industry under the H–2B Visa program, May 31, 2006, available at *http://wdr.doleta.gov/directives/attach/TEGL/TEGL 31–05.pdf.* Since the Final Rule does not provide for pre-certification for any occupations, such exemption would no longer be allowed.

A few commenters requested that we revise the proposed language under this section from "the Administrator, OFLC may consult with affected employers and worker representatives" to "the Administrator, OFLC must consult with affected employers and worker representatives." In addition, some commenters, including labor organizations and employees in the reforestation industry, recommended that we should present special procedures through a notice and comment period similar to an NPRM. Finally, a couple of commenters felt that the special procedures process violates the APA.

We decline to make the changes proposed by the commenters. We have complied with the procedural requirements of the APA by proposing this provision and soliciting public comments. See 5 U.S.C. 553. The purpose of the special procedures is to allow a particular group of employers with a need for H–2B workers to participate in the program by waiving certain regulatory provisions when the provisions cannot be reconciled with the operational norms of the industry and when the employers comply with industry-specific alternative procedures. Although we are not required to provide procedures for requesting a waiver, see *FCC* v. *WNCN Listeners Guild*, 450 U.S. 582, 601 (1981), the Department is committed to ensuring that the views of affected employers and worker representatives are considered. The process under which a special procedure is considered is in most cases initiated by an industry or group of employers presenting us evidence that demonstrates their occupations are unique and that application of certain provisions in the regulations cannot be reconciled with the operational norms of the industry. Before effectuating such procedures, we will consult with other employer and worker representatives as well as agencies within and outside the Department, as appropriate, to identify necessary revisions which will, at the same time, keep the integrity and principal concepts of the program intact. We also will continue to look to our program experts in OFLC and WHD and review industry data gathered from employers that have previously used the H–2B program. Additionally, while special procedures allow for necessary and specific variations to regulations, we expect employers to adhere to all other aspects of the regulations not addressed in the special procedures. The application of a special procedure by an employer or an industry in no way relieves an employer from its obligation to obtain an approved temporary labor certification from the Department before submitting a request for workers to USCIS.

5. § 655.5 Definition of Terms

a. Area of substantial unemployment. We proposed to add a definition of area of substantial unemployment to the H–2B program. The proposed definition reflected the established definition of area of substantial unemployment in use within ETA as it relates to Workforce Investment Act (WIA) fund allocations. We have retained the proposed definition of area of substantial unemployment without change.

Some commenters suggested alternative methods of defining an area of substantial unemployment. Several commenters contended that a different threshold percentage than 6.5 percent (*e.g.*, 8 percent or 9 percent, the current national unemployment rate) or a different time period than 12 months (*e.g.*, 3 months or the period of need requested) should be used to identify an area of substantial unemployment. One labor organization proposed more than a definitional alternative, suggesting that employers in areas with 5 percent or higher unemployment should be subject to an automatic legal presumption that there is no labor

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shortage sufficient to support an H–2B application and that those employers' applications should be given a strict, high level review, including review by a senior official in Washington, DC.

The definition proposed in the NPRM and retained in the Final Rule is the existing definition of area of substantial unemployment within ETA. ETA uses this definition to identify areas with concentrated unemployment and focus WIA funding for services to facilitate employment in those areas. We proposed using this existing definition, and have chosen to retain it in the Final Rule, both as a way to improve labor market test quality and for the sake of operational simplicity. This existing definition provides the appropriate standard for identifying areas of concentrated unemployment where additional recruitment could result in U.S. worker employment. Also, the process of collecting data and designating an area of substantial unemployment using the existing definition is already established, as discussed in ETA's Training and Employment Guidance Letter No. 5–11, Aug. 12, 2011,[4] providing OFLC with a ready resource for identifying areas to focus additional recruitment. Finally, using this definition of area of substantial unemployment in the Final Rule enables an employer to check the list of areas of substantial unemployment ETA publishes to determine whether its job opportunity may fall within an area of substantial unemployment and, as appropriate, be subject to enhanced recruitment.

Adopting a legal presumption of the availability of domestic workers in areas with 5 percent or higher unemployment would significantly impact employers' access to the H–2B program and could not be viewed as a logical outgrowth of the proposal. Furthermore, while we appreciate the commenter's concern, we disagree with the approach suggested. We thoroughly review all applications submitted for all areas of intended employment. We consider enhanced recruitment requirements, as proposed in the NPRM, to be the most appropriate way to handle job opportunities in areas of substantial unemployment. Accordingly, we will retain the provision as proposed in the Final Rule.

b. Corresponding employment. The NPRM proposed to include a definition of corresponding employment and to require that employers provide to workers engaged in corresponding employment at least the same protections and benefits as those provided to H–2B workers (except for border crossing and visa fees which would not be applicable). The NPRM defined corresponding employment as the employment of workers who are not H–2B workers by an employer that has an accepted H–2B application in any work included in the job order (*i.e.*, the certified job duties in places of employment or worksite locations specified by the employer) or in any work performed by the H–2B workers during the period of the job order (anywhere the H–2B employer places H–2B workers outside the scope of the labor certification), including any approved extension.

For the reasons discussed below, the Final Rule modifies the corresponding employment definition by deleting the word "any" from before the word "work" in two places and inserting the words "doing substantially the same" instead. The preamble also clarifies and provides examples of what is and is not covered. The Final Rule also excludes from the definition of corresponding employment two categories of incumbent employees: (1) Those employees who have been continuously employed by the H–2B employer in the relevant occupation for at least the prior 52 weeks, who have worked or been paid for at least 35 hours in at least 48 of the prior 52 workweeks, and have averaged at least 35 hours of work or pay over the prior 52 workweeks, and whose terms and conditions of employment are not substantially reduced during the period of the job order. In determining whether the standard is met, the employer may take credit for any hours that were reduced because the employee voluntarily chose not to work due to personal reasons such as illness or vacation; and (2) those employees who are covered by a collective bargaining agreement or individual employment contract that guarantees an offer of at least 35 hours of work each week and continued employment with the H–2B employer through at least the period of the job order, except that the employee may be dismissed for cause.

Significantly, the Final Rule retains in the definition the requirement that "to qualify as corresponding employment, the work must be performed during the period of the job order, including any approved extension thereof." Any work performed by U.S. workers outside the specific period of the job order does not qualify as corresponding employment. Accordingly, the Final Rule does not require employers to offer their U.S. workers (part-time or full-time workers) corresponding employment protections outside of the period of the job order. If, for example, a U.S. worker works year-round and is in corresponding employment with the H–2B workers during the period of the job order, the employer must provide corresponding employment protections during the time period of the job order but may choose *not to do so* during the time period outside of the job order.

There were many comments related to the proposed protections for workers in corresponding employment. Employee advocates, unions, and a member of Congress strongly endorsed the proposed provision, stating that it was essential to ensuring that the employment of H–2B workers does not adversely affect the wages, benefits, and working conditions of similarly employed domestic workers. They emphasized that it is important for corresponding workers to receive not just the prevailing wage, but all the other assurances and benefits offered to H–2B workers, such as transportation, the three-fourths guarantee, and full-time employment, in order to place U.S. workers on at least the same footing as foreign workers. These commenters noted that the principle that there should be no preference for foreign workers is fundamental to the INA, and that a corresponding employment requirement prohibits employer practices that would hurt the employment prospects of U.S. workers. They also emphasized that the proposed rule's assurance of equal protection was a significant improvement for domestic workers who have, in the past, been bypassed in favor of foreign workers. Thus, they stated that this protection is necessary to provide a meaningful test of whether there are U.S. workers available for employment. The employee advocates also stated that the proposed definition's broadening of the requirement to protect incumbent employees, rather than just those newly hired in response to the H–2B recruitment, is important because many employers employ some U.S. workers on a year-round basis, and they should not be employed alongside H–2B workers who receive greater pay, benefits, and protections. Similarly, an employee advocate specifically commended the proposed rule's coverage of situations where employers place H–2B workers in occupations and/or job sites outside the scope of the labor certification, which the commenter stated happens regularly. Thus, it asserted that protecting U.S. workers (including incumbent workers)

[4] TEGL 5–11—Designation of Areas of Substantial Unemployment (ASUs) under the Workforce Investment Act (WIA) for Program Year (PY) 2012 has been added to the ETA Advisory Web site and is available at *http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=3069*.

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who are performing the same work as the H–2B workers is necessary to ensure that U.S. workers are not adversely affected by the presence of H–2B workers in the labor market. Finally, one union stated that this additional protection for U.S. workers would also protect H–2B workers, because U.S. workers would be empowered to assist in policing unscrupulous H–2B employers.

Employers, on the other hand, generally opposed the extension of protections to workers in corresponding employment. Some stated that they could not afford to provide the same terms and conditions of employment to corresponding workers, including paying the prevailing wage and guaranteeing three-fourths of the hours. For example, a golf course association stated that it would be financially impossible to provide the same wages and benefits to summer high school and college laborers as it provided to H–2B workers performing the same manual labor. Others stated that paying the prevailing wage to corresponding workers would not be problematic, but that they wanted to be able to continue to reward long-tenured employees (foreign or U.S.) or more skilled staff with higher pay than new workers, such as by providing a pay increase based upon years of service.

It appeared there was confusion about the impact of the corresponding employment requirement. Employers expressed concern because they have overlap in the job duties of various positions, with supervisors performing some of the same tasks as the workers they supervise. They believed that, if there is some slight nexus between what an H–2B workers does and what a higher-paid year-round worker does, the employer would have to pay all workers the higher wage. They stated that this requirement would compel changes to management techniques and eliminate or greatly reduce employers' flexibility to have employees perform whatever task is necessary to complete their work, thereby harming productivity. Employer representatives stated that the definition is so broadly worded ("any" work included in the job order or "any" work performed by the H–2B workers) that it would cover the entire workforce of many businesses. One firm gave the example of a large resort with roughly 2000 employees where senior management (including the resident manager, the director of food and beverage, and even the finance manager) clean rooms on a busy day; supervisors carry guests' luggage; managers in the restaurant clear tables; and managers on the golf course pick up trash or cut the grass. The firm wondered what the H–2B workers should be paid in this case and whether every employee is a corresponding employee who would be entitled to the three-fourths guarantee. Other employers assumed that their laborers would have to be compensated at the same rate as a supervisor if the supervisor occasionally performed some of their same tasks, such as mowing, because of a weather event, large golf tournament, or shortage of staff due to illness. An employer association stated that employers, such as restaurants, needed the flexibility to have a waitress serve as a cashier or hostess, or to have a dishwasher assist with food preparation or cooking, in order to get the work done and keep employees working throughout the day.

Therefore, some employer representatives suggested that the rule should limit the definition to work in the occupation listed in the job order. They stated this would avoid a situation where all U.S. workers who dig holes and plant bushes would be viewed as corresponding employees if the H–2B job order was for a supervisory landscaper with knowledge of irrigation systems and plant species but the supervisor occasionally helped to dig or plant. These commenters also suggested that the Department limit the rule's scope to those U.S. workers who are newly hired by the employer on or after the beginning of the job order period, rather than extending it to workers employed prior to the employment of H–2B workers. Some employer commenters suggested that the Department delete the word "any" from before the word "work." Other commenters questioned whether the Department has the legal authority to impose the requirement.

After carefully considering all of these comments, the Department has decided to modify the definition of corresponding employment to delete the word "any" from before "work" in two places and insert the words "substantially the same," and to exclude two categories of incumbent employees: (1) Those who have worked in the relevant job continuously for the H–2B employer for at least the prior 52 weeks, have averaged at least 35 hours of work or pay over those 52 weeks and have received at least 35 hours of work or pay in at least 48 of the 52 weeks, as demonstrated by the employer's payroll records and whose terms and conditions of employment are not substantially reduced during the job order period (an employer may take credit for those hours that were reduced due to an employee's voluntary leave); and (2) those who are covered by a collective bargaining agreement or individual employment contract that guarantees at least 35 hours of work each week and continued employment with the H–2B employer at least through the end of the job order period. Incumbent employees who fall within one of these categories may have valuable terms of employment, including job security and benefits, that neither H–2B workers nor other temporary workers have. This may account for wage differentials between these incumbents and those who are entitled to the H–2B prevailing wage, as well as other differences in terms and conditions of employment.

The Final Rule continues to include other workers within the definition of corresponding employment as proposed in order to fulfill the DHS regulatory requirement that an *H–2B Petition* will not be approved unless the Secretary certifies that the employment of the alien will not adversely affect the wages and working conditions of similarly employed U.S. workers. 8 CFR 214.2(h)(6). As the NPRM explained, Congress has long intended that similarly employed U.S. workers should not be treated less favorably than temporary foreign workers. For example, a 1980 Senate Judiciary Report on Temporary Worker Programs stated that U.S. employers were required to offer domestic workers wages equal to foreign workers as a prerequisite for labor certification. See Congressional Research Service: "Report to the Senate Committee on the Judiciary: Temporary Worker Programs: Background and Issues, 53 (1980)"; see also H.R. Rep. No. 99–682, pt. 1 at 80 (1986) ("The essential feature of the H–2 program has been and would continue to be the requirement that efforts be made to find domestic workers before admitting workers from abroad. A corollary rule, again preserved in the bill, is that the importation of foreign workers will not be allowed if it would adversely affect the wages and working conditions of domestic workers similarly employed"). Current § 655.22(a) reflects this principle, in part, by requiring that the terms and conditions of offered employment cannot be less favorable than those offered to H–2B workers. Thus, the current regulation provides for equal treatment of workers newly hired during the current 10-day H–2B recruitment process.

The current regulation, however, does not protect U.S. workers who engage in similar work performed by H–2B workers during the validity period of the job order, because it does not protect any incumbent employees. Therefore, for example, a U.S. employee hired three months previously performing the

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same work as the work requested in the job order, but earning less than the advertised wage, would be required to quit the current employment and re-apply for the same job with the same employer to obtain the higher wage rate offered to H–2B workers. This would be disruptive for the employer and could create an additional administrative burden for the SWAs with respect to any workers being referred through them. It also puts too high a premium on employees understanding their rights under the regulations, and feeling secure enough—rare in low-wage employment—to quit a job with the expectation of being immediately rehired. Therefore, the Final Rule does not require incumbent employees to jump through this unnecessary hoop; U.S. workers generally would be entitled to the wage rates paid to H–2B employees without having to quit their jobs and be rehired.

There are only two categories of incumbent U.S. employees who would be excluded from the definition of corresponding employment. The first category covers those incumbents who have been continuously employed by the H–2B employer for at least the 52 weeks prior to the date of need, who have averaged at least 35 hours of work or pay over those 52 weeks, and who have worked or been paid for at least 35 hours in at least 48 of the 52 weeks, and whose terms and conditions of employment are not substantially reduced during the period of the job order. The employer may take credit for any hours that were reduced because the employee voluntarily chose for personal reasons not to work hours that the employer offered, such as due to illness or vacation. Thus, for example, assume an employee took six weeks of unpaid leave due to illness, and the employer offered the employee 40 hours of work each of those weeks. In that situation, the employer could take credit for all those hours in determining the employee's average number of hours worked in the prior year and could take credit for each of those six weeks in determining whether it provided at least 35 hours of work or pay in 48 of the prior 52 weeks. Similarly, if the employer provided a paid day off for Thanksgiving and an employee worked the other 32 hours in that workweek, the employer would be able to take credit for all 40 hours when computing the average number of hours worked and count that week toward the required 48 weeks. In contrast, assume another situation where the employer offered the employee only 15 hours of work during each of three weeks, and the employee did not work any of those hours. The employer could only take credit for the hours actually offered when computing the average number of hours worked or paid during the prior 52 weeks, and it would not be able to count those three weeks when determining whether it provided at least 35 hours of work or pay for the required 48 weeks.

The second category of incumbent workers excluded from the definition of corresponding employment includes those covered by a collective bargaining agreement or individual employment contract that guarantees both an offer of at least 35 hours of work each week and continued employment with the H–2B employer at least through the period of the job order (except that the employee may be dismissed for cause). As noted above, incumbent employees in the first category are year-round employees who began working for the employer before the employer took the first step in the H–2B process by filing an *Application for Temporary Employment Certification*. They work 35 hours per week for the employer, even during its slow season. The Department recognizes that there may be some weeks when, due to personal factors such as illness or vacation, the employee does not work 35 hours. The employer may still treat such a week as a week when the employee worked 35 hours for purposes of the corresponding employment definition, so long as the employer offered at least 35 hours of work and the employee voluntarily declined to work, as demonstrated by the employer's payroll records. Thus, these workers have valuable job security that H–2B workers and those hired during the recruitment period or the period of the job order lack. Such full-time, year-round employees may have other valuable benefits as well, such as health insurance or paid time off. Similarly, employees covered by a collective bargaining agreement or an individual employment contract with a guaranteed weekly number of hours and just cause provisions also have valuable job security; they may also have benefits beyond those guarantees provided by the H–2B program. These valuable terms and conditions of employment may account for any difference in wages between what they receive and what H–2B workers receive. Therefore, these U.S. workers are excluded from corresponding employment only if they continue to be employed full-time at substantially the same terms and conditions throughout the period covered by the job order, except that they may be dismissed for cause.

The Final Rule's inclusion of other workers within the definition of corresponding employment is important because the current regulation does not protect U.S. workers in the situation where an H–2B employer places H–2B workers in occupations and/or at job sites outside the scope of the labor certification, in violation of the regulations. For example, if an employer submits an application for workers to serve as landscape laborers, but then assigns the H–2B workers to serve as bricklayers constructing decorative landscaping walls, the employer has bypassed many of the H–2B program's protections for U.S. workers. The employer has deprived them of their right to protections such as domestic recruitment requirements, the right to be employed if available and qualified, and the prevailing wage requirement. The Final Rule guards against this abuse of the system and protects the integrity of the H–2B process by ensuring that the corresponding U.S. workers employed as bricklayers receive the prevailing wage for that work.

The current regulation also does not protect U.S. workers if the employer places H–2B workers at job sites outside the scope of the labor certification. For example, an employer may submit an application for workers to serve as landscape laborers in a rural county in southern Illinois, but instead assign its H–2B workers to work as landscape laborers in the Chicago area. Because the employer did not fulfill its recruitment obligations in Chicago, U.S. workers were not aware of the job opportunity, they could not apply and take advantage of their priority hiring right, and the prevailing wage assigned was not the correct rate for Chicago. Such a violation of the employer's attestations results both in the absence of a meaningful test of the labor market for available U.S. workers and U.S. workers being adversely affected by the presence of the underpaid H–2B workers. The Final Rule's definition of corresponding employment ensures that the employer's incumbent landscape laborers who work where the H–2B workers actually are assigned to work will receive the appropriate prevailing wage rate; paying the proper wage to such workers is necessary to protect against possible adverse effects on U.S. workers due to wage depression from the introduction of foreign workers. Therefore, adoption of the definition of corresponding employment in the Final Rule is necessary to allow the Department to fulfill its mandate from DHS to provide labor certifications only in appropriate circumstances.

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On the other hand, it is important to clarify that the corresponding employment requirement does not apply in the way that a number of employer commenters feared it would apply. Employers expressed concern that, if a supervisor or manager picked up a piece of trash on a golf course, planted a tree, or cleared a dining room table (the duties of its H–2B workers), all its employees who performed such work would be entitled to the higher wage rate paid to the supervisor. This concern is misplaced because this is not what the definition of corresponding employment requires. Under the Final Rule, a U.S. employee who performs work that is either within the H–2B job order or work actually performed by H–2B workers is entitled to be paid at least the H–2B required wage for that work. However, as the employer commenters recognized, the supervisor already is earning more than the H–2B workers. The corresponding employment requirement does not impose obligations in the opposite direction. Thus it does not, for example, require an employer to bump up the wages it pays to its landscape laborers to the supervisor's wage rate simply because the supervisor performed some of their landscaping laborer duties. Of course, if the H–2B certification was for a landscaping supervisor, and one of its laborers actually worked as a supervisor (perhaps because the supervisor was away on vacation for a week or was out sick for a day or two), then that laborer would be entitled to the H–2B prevailing supervisory rate for those hours actually worked as a supervisor. The laborer would not be entitled to the supervisory wage rate on an ongoing basis after the worker has returned to performing laborer duties.

Employers also expressed concern about how the corresponding employment provision would affect their flexibility in assigning workers different tasks. It is the employer's obligation to state accurately on the *Application for Temporary Employment Certification* the job duties that their H–2B workers will perform and to comply with the terms of their labor certifications by limiting the H–2B workers to those duties. This will maximize the employers' flexibility with regard to their U.S. employees. For example, if a restaurant receives a labor certification based on its temporary need for dishwashers, and it limits its H–2B employees to such duties, the restaurant may freely assign any of its U.S. workers to other jobs as needed, such as cashiers, servers and cooks. If the restaurant had previously used both its H–2B and U.S. workers interchangeably in various jobs, it must plan more carefully in the future in order to comply with the terms of its certification.

Nevertheless, in order to address employer concerns that the proposed definition of corresponding employment ("any work included in the job order" or "any work performed by the H–2B workers") was so broadly worded that it would encompass the entire workforce of a company, the Final Rule deletes the word "any" in both places and uses the term "substantially the same" instead. The Department did not intend for the word "any" to indicate that occasional or insignificant instances of overlapping job duties would transform a U.S. worker employed in one job into someone in corresponding employment with an H–2B worker employed in another job. The following explanation is intended to provide clarity regarding when work is substantially the same that it should be considered corresponding employment. We note that the Wage and Hour Division has considerable enforcement experience under a number of statutes in determining the extent to which employees who are assigned to one type of work actually perform other types of work and that employers are generally familiar with these analyses.

Where the U.S. worker is performing "either substantially the same work included in the job order or substantially the same work performed by the H–2B workers * * * during the period of the job order, including an approved extension thereof," the U.S. worker is in corresponding employment and entitled to the H–2B prevailing wage if it is higher than the worker currently receives. This includes situations where the U.S. worker performs the same job as the H–2B worker as well as those situations where the U.S. worker regularly performs a significant number of the duties of the H–2B worker for extended periods of time, because that worker's job is substantially the same as the H–2B worker's job. The U.S. worker in both situations is in corresponding employment and thus entitled to the higher H–2B prevailing wage.

Because the definition of corresponding employment also applies to "work performed by H–2B workers," it is important to note that corresponding employment can also arise where H–2B worker is assigned to perform a job that significantly deviates from the job order; effectively making the H–2B worker perform a different job than was stated in the labor certification. If this violation causes the H–2B worker to regularly perform a job for extended periods of time that U.S. workers perform, then the U.S. workers performing the same job are in corresponding employment. If the prevailing wage for that job is higher than the wages the U.S. workers earn, then the U.S. workers are entitled to the higher wage.

An issue of corresponding employment will arise if the employer assigns the H–2B worker to work at a different worksite(s) or place(s) of employment than the worksite(s) or place(s) of employment listed in the certified application. U.S. workers at the new, non-certified location may be performing the same or substantially the same job as the H–2B worker. Deviating from the labor certification in this manner and moving an H–2B worker to the non-certified place of employment will cause the U.S. workers who perform the same work to be deemed to be in corresponding employment. They will be entitled to the H–2B prevailing wage if it is higher than what they currently earn.

Finally, employers expressed their interest in continuing to reward their experienced employees with higher wage rates than those paid to new workers. The H–2B program does not prohibit such higher wage rates for an employer's experienced employees. Of course, an employer must offer at least the same terms and conditions of employment to its U.S. workers in corresponding employment as it offers, plans to offer, or will provide to its H–2B workers. So if an employer rewards an H–2B worker with extra pay and/or benefits based on the H–2B employee's previous work experience, the employer must offer and provide at least the same extra pay and/or benefits to U.S. workers in corresponding employment with same or similar level of previous work experience. Employers can and should indicate the additional pay amounts based upon years of experience on any *Application for Temporary Employment Certification,* and properly advertise and recruit for those positions.

c. Full-time. The Department proposed to change the definition of full-time from 30 or more hours of work per workweek to 35 or more hours of work per week. This proposal was precipitated by the District Court's decision in *CATA* v. *Solis,* 2010 WL 3431761 (E.D. Pa. 2010), invalidating the 2008 Final Rule's 30-hour definition. The Department stated in its NPRM that a 35-hour workweek was more reflective of empirical data, was consistent with other temporary work programs, and would comport with H–2B employment relationships that the

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Wage and Hour Division (WHD)

WHD H-2B Side-by-Side Comparison of the 2009 and 2012 Rules

February, 2012

This Guidance does not supersede the INA or H-2B Regulations

Issue/Provision	2009 Regulations	2012 Regulations
	I. General Information	
Effective Dates	For Applications for Temporary Employment Certification (the "Application"), ETA Form 9142, filed on or after January 18, 2009 until April 23, 2012.	For Applications for Temporary Employment Certification (the "Application"), ETA Form 9142, filed on or after April 23, 2012. Registration will be implemented at a later date to be announced in the Federal Register.
Regulation location, Part and subpart	Employment and Training Administration (ETA) and Wage and Hour Division (WHD) provisions covered under 20 CFR Part 655, subpart A.	Employment and Training Administration (ETA) provisions continue to be covered under (revised) 20 CFR Part 655, subpart A. New regulations for Wage and Hour Division (WHD) introduced at 29 CFR Part 503.
Forms required to obtain certification from ETA	Employer submits and receives a prevailing wage determination and then submits an Application, ETA Form 9142, from which ETA determines temporary need and assesses the employer's test of the labor market.	Employer submits and receives a prevailing wage determination and then submits an H-2B Registration (after the transition period), from which ETA certifies temporary need for up to three years. Each season, employer submits an Application, ETA Form 9142, a copy of the job order, and additional documentation from which ETA assesses the employer's job opportunity and then orders recruitment to ensure a thorough test of the labor market. The Application, ETA Form 9142, and required documents must be submitted 75 - 90 calendar days before the employer's date of need.
Emergency Situations	No provision	The CO may waive the normal filing timeframe (i.e., 75 – 90 calendar days before the employer's date of need).So long as there is enough time to test the labor market and provided that the employer can demonstrate a good and substantial cause, the employer may simultaneously file the H-2B Registration (if necessary), application, and job order less than 75 calendar days before its start date of need.
Temporary Need	Except for one-time need, temporary need (i.e., seasonal, peakload and intermittent need) is limited to 10 months or less.	Except for one-time need, temporary need (i.e., seasonal, peakload and intermittent need) is limited to 9 months or less.
	20 CFR 655.6	20 CFR 655.6
Job Contractors	Full participation of job contractors permitted.	Participation of job contractors is limited to those with their own genuine temporary need for workers on a temporary seasonal or one-time occurrence basis.The job contractor and its clients, the end-employers, must continue to declare joint employment, and both must continue to sign Appendix B agreeing to comply with the H-2B terms and conditions.
	Beginning April 2011, job contractors and their clients, the end-employers, must declare joint employment on the Application, and both must indicate their agreement to comply with the H-2B terms and conditions by signing Appendix B to the Application.	
Corresponding employment	No language explicitly defining corresponding workers, although U.S. workers who are hired in response to required H-2B recruitment are granted the same terms and conditions of employment as H-2B workers.	Corresponding workers are generally defined as non-H-2B workers who perform either substantially the same work included in the job order or substantially the same work performed by the H-2B workers, with exclusions for certain long-term incumbent workers and workers with a Collective Bargaining Agreement or individual employment contract.
		Corresponding workers are entitled to the same rights and benefits as H-2B workers.
		Defined at 29 CFR 503.4; enforcement identified at 29 CFR 503.15.
Timing of recruitment in relation to Application	Employer attests that it has completed all required recruiting before submitting the Application; also attests it was unable to locate sufficient number of qualified U.S. workers.Employer must submit a recruitment report with the Application at time of filing.	Employer completes required recruitment after filing the Application, and must demonstrate – not merely attest – that it was unable to locate sufficient number of U.S. workers.Employer must submit recruitment report to ETA after filing, according to instructions from the Certifying Officer.
	State Workforce Agency (SWA) job posting is active for 10 days, before filing the Application with ETA.	State Workforce Agency (SWA) job posting and Department's electronic job registry job posting stay active and employers must continue to accept U.S. applicants until 21 days before the date of need.
Definition of full-time	30 hours or more per week	35 hours or more per week
	20 CFR 655.4	20 CFR 655.5, 29 CFR 503.4
Disclosure of foreign recruitment	No requirement, although employer must contractually prohibit recruiters from seeking or receiving fees from prospective workers.	New: When filing an Application, employer and its agents and attorneys must provide copies of any agreements with recruiters engaged in international recruiting.In addition, employer and its agent and attorney must provide the names and locations of sub-contractors hired by the recruiter who will recruit H-2B workers.
Termination of job order		New: In the event of an unforeseeable, catastrophic man-made event or Act of God, the employer may petition ETA for early termination of job order. (Employer may not act until Certifying Officer has actually approved the termination of the job order.)
		20 CFR 655.20(g), 29 CFR 503.16(g)
Re-certification		New: In the event that a U.S. worker does not report for employment or abandons the job before the end of the job order, the employer can request from ETA an expedited re-certification in order to gain approval to hire H-2B workers.The Certifying Officer must first determine that no replacement U.S. workers are available.Additional recruitment of U.S. workers is not required.
		20 CFR 655.57
Withdrawal	No provision	An employer may withdraw its application at any time after acceptance but before adjudication.
		20 CFR 655.62
	II. Violations	
Misrepresentation of material fact	Includes misrepresentations made on the Application and to the State Department during the visa application process.	Includes misrepresentations made:
		- on the H-2B Registration with ETA
		- on the Application
		- on the DHS Petition (form I-129)
	20 CFR 655.60 and .65	- to the State Department during visa process

		29 CFR 503.19 and .20
Substantial failure of a condition of employment	Includes substantial failures of conditions of the Application and DHS Petition.	Includes substantial failures of conditions of the Application and DHS Petition, and also includes the H-2B Registration.
		20 CFR 655.72 and.73 (revocation/debarment based on substantial failure), 29 CFR 503.19 and .20
	20 CFR 655.60 and .65	
III. Conditions of Employment		
Disclosure		New: Employers must disclose the job order to all H-2B and corresponding workers; must be in a language understood by the workers, as necessary or reasonable.
		20 CFR 655.20(l), 29 CFR 503.16(l)
Offered wage	Offered wage equals or exceeds the highest of the prevailing wage or Federal, State, or local minimum wage, and must be paid for the entire employment period certified in the Application.	Offered wage equals or exceeds the highest of the prevailing wage or Federal, State, or local minimum wage, and must be paid for the entire employment period certified in the Application.
		New: Employer must pay at least the offered wage free-and-clear, either in cash or in a negotiable instrument payable at par.
		20 CFR 655.20(a) & (b), 29 CFR 503.16(a) & (b)
	20 CFR 655.22(e)	
Incentive-based wages	If earnings are based on commissions, bonuses or other incentives, employer must guarantee to pay at least the offered wage on a weekly, biweekly, or monthly basis.	If earnings are based on commissions, bonuses, or other incentives, employer must guarantee to pay at least the offered wage every workweek.
		The 2012 regulations also address piece rates.An employer paying a piece rate wage must guarantee to supplement that wage if, at the end of every workweek, the piece rate does not at least equal what the worker would have earned under the hourly offered wage.
		20 CFR 655.20 (a), 29 CFR 503.16(a)
	20 CFR 655.22(g)(1)	
Frequency of pay		New: Employer must pay the more frequent of: every two weeks or according to prevailing practice in the area of intended employment.
		20 CFR 655.20(h), 29 CFR 503.16(h)
Deductions	Employer must make all deductions required by law. Other deductions must be disclosed, reasonable, and consistent with the Fair Labor Standards Act (FLSA) for employers subject to the FLSA.	Employer must make all deductions required by law. Other deductions must be disclosed and reasonable according to the Fair Labor Standards Act (FLSA) principles at 29 CFR Part 531.
		Also explicitly allows worker-authorized voluntary deductions to third parties for the benefit of the worker.
		Deductions not required by law that are not disclosed in the job order are prohibited.
		20 CFR 655.20(c), 29 CFR 503.16(c)
	20 CFR 655.22(g)(1)	
Employer provided items		New: Employer must provide, without charge or deposit, all tools, supplies, and equipment needed to perform the job.
		20 CFR 655.20(k), 29 CFR 503.16(k)
Three-fourths guarantee		New: Employer must guarantee to offer employment for a total number of work hours equal to at least three-fourths of the workdays in every 12-week period (or, for job orders less than 120 days, every 6-week period).
		20 CFR 655.20(f), 29 CFR 503.16(f)
Earnings statements		New: Employer must keep accurate pay and hours records and supply workers with earnings statement on or before each payday.
		20 CFR 655.20(i), 29 CFR 503.16(i)
Job opportunity and full-time threshold	Job opportunity is a bona fide, full-time temporary position. Full time defined as 30 or more hours per week.	Job opportunity is a bona fide, full-time temporary position.Full time defined as 35 or more hours per week.
		NEW: Workweek is defined as a regularly recurring period of 168 hours (seven consecutive 24-hour days).
		20 CFR 655.5 (full-time definition) & .20(d) (condition)
		29 CFR 503.4 (full-time definition) & .16(d) (condition)
	20 CFR 655.4 (full-time definition) and .22(h) (condition)	
No strike or lockout	H-2B job may not be vacant because former occupants are on strike or locked out.	There may not be any strike or lockout in any of the employer's worksites within the area of intended employment.
		20 CFR 655.20(u), 29 CFR 503.16(u)
	20 CFR 655.22(b).	
Required recruiting	Employers must conduct required recruiting.	Employers must conduct required recruiting.
	No discrimination in hiring; rejections are only for lawful, job-related reasons; employer must maintain and submit a recruitment report, indicating the source, name, and disposition of each worker, along with the lawful reasons for any rejections.	No discrimination in hiring; rejections are only for lawful, job-related reasons; employer must maintain and submit a recruitment report, indicating the source, name, and disposition of each worker, along with the lawful reasons for any rejections.
	20 CFR 655.22(c)	20 CFR 655.20(r) & (s), 29 CFR 503.16(r) & (s).
Required recruiting activities	Required recruiting includes:	Required recruiting includes:
	– SWA job posting for a 10-day period before the employer files the Application	– SWA job posting until 21 days before the date of need
	– newspaper ad on 2 days during the 10-day SWA posting	– newspaper ad on 2 days (one a Sunday)
	– the call-back of, and offer of re-employment to, U.S. workers laid off within 120 before date of need	– the call-back of, and offer of re-employment to, former U.S. workers (including workers who were laid off) from the previous year

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	– union referrals where the employer is party to a CBA covering the occupation.	– contacting the bargaining representative OR (if there is no bargaining representative) posting the job for 15 business days at 2 conspicuous locations at every place of employment
		– other recruiting activities directed by Certifying Officer.
		The SWA performs two additional activities:
		– contacts the union, where the occupation or industry is customarily unionized
		– sends the job order to DOL for posting on the national job registry.
		20 CFR 655.20-.48 and 29 CFR 503.16(t)
	20 CFR 655.15	
No layoffs	Employer has not and will not layoff any U.S. worker in the occupation and the area of intended employment during the period 120 days before and after the first date of need.	Employer has not and will not lay off any U.S. worker in the occupation and the area of intended employment during the period from 120 days before the first date of need through the end of the period of employment .
		Layoffs for lawful, job-related reasons (such as lack of work or the end of a season) are not disqualifying if all H-2Bs are laid off before corresponding U.S. workers.
		20 CFR 655.20(v), 29 CFR 503.16(v)
	20 CFR 655.22(i)	
No preferential treatment of H-2B workers	The offered terms and conditions are not less favorable than those offered to H-2B workers.	The offered terms and conditions are not less favorable than those offered to H-2B workers.
		NEW: Employers may not impose on U.S. workers restrictions or obligations not imposed on H-2Bs.
		20 CFR 655.20(q), 29 CFR 503.16(q)
	20 CFR 655.22(a)	
Prohibited fees	Employer and its agent and attorney may not seek or receive payment for any costs associated with the certification, including attorney/agent fees, Application costs, recruitment fees.	Employer and its agent, attorney, and employees may not seek or receive payment (including, but not limited to, monetary payments, wage concessions, kickbacks, bribes, etc.) for any costs associated with the certification, including attorney/agent fees, Application costs, DHS Petition fees, recruitment fees.
		20 CFR 655.20(o), 29 CFR 503.16(o)
	20 CFR 655.22(j)	
Contracts with recruiters	Employer must contractually prohibit recruiters whom the employer engages in international recruitment of H-2B workers from seeking or receiving fees from prospective workers.	Employer must contractually prohibit agents and recruiters (and any employee of those agents and recruiters) whom the employer engages directly or indirectly in international recruitment of H-2B workers from seeking or receiving fees from prospective workers.
		20 CFR 655.20(p), 29 CFR 503.16(p)
	20 CFR 655.22(g)(2)	
Transportation and Subsistence Expenses	Employer is liable under H-2B regulations only for outbound travel and only when the worker is dismissed prior to the end of the certified period of employment.	Employer is liable under H-2B for reasonable cost of 1) inbound travel, including daily subsistence expenses, for workers who complete 50% of the job order, and 2) outbound travel, including daily subsistence expenses, for workers who work until the end of the job order or are dismissed early.
	Travel expenses paid by the worker may also be covered under FLSA in the first and last workweeks of employment.See WHD Field Assistance Bulletin 2009-02:http://www.dol.gov/whd/FieldBulletins/	In addition, if worker is entitled to Federal minimum wage, then the FLSA requires reimbursement of inbound costs in the first workweek.
	FieldAssistanceBulletin2009_2.pdf.	
		All transportation provided by the employer must comply with applicable Federal, State, and local laws and regulations.
		20 CFR 655.20(j), 29 CFR 503.16(j)
	20 CFR 655.22(m)	
Visa and visa-related expenses	Not an employer obligation under H-2B. May be covered under FLSA in first workweek. See WHD Field Assistance Bulletin 2009-02:http://www.dol.gov/whd/FieldBulletins/	New: Employer is required to pay or reimburse in the first workweek the full cost of visa and visa-related expenses.
	FieldAssistanceBulletin2009_2.pdf.	
		20 CFR 655.20(j), 29 CFR 503.16(j)
Place of employment	Employer may not place H-2B workers outside the area(s) of intended employment certified on the Application.	Employer may not place H-2B workers outside the area(s) of intended employment certified on the Application.
	20 CFR 655.22(l)	20 CFR 655.20(x), 29 CFR 503.16(x)
Certified occupation	Inaccurate statements on the Application regarding the occupation and job duties may be pursued as willful misrepresentations of the Application (20 CFR 655.60(a))	New: Employers may not place H-2B workers in a job opportunity not certified on the Application.
		20 CFR 655.20(x), 29 CFR 503.16(x)
Accuracy of statements	The dates of and reasons for temporary need and the number of positions must be accurately stated on the 9142.	No similar provision.Inaccurate statements may be pursued as willful misrepresentations of the Application (20 CFR 655.60(a)).
	20 CFR 655.22(n)	
Workers rights poster		New: Employer must post a workers' rights poster in English, provided by WHD, and in other languages as needed and provided by WHD.
		20 CFR 655.20(m), 29 CFR 503.16(m)
No unfair treatment		New: The employer has not and will not (and has not and will not cause another person to) intimidate, threaten, restrain, coerce, blacklist, discharge or in any other manner discriminate against any person who, with respect to 8 U.S.C. 1184(c), 20 CFR Part 655, Subpart A, 29 CFR Part 503, or any other Department regulation promulgated thereunder:

		has filed a complaint; instituted or caused to be instituted any proceeding; testified or is about to testify; consulted with a workers' center, community organization, labor union, legal assistance program or attorney; or exercised or asserted on behalf of himself/herself any right or protection.
		20 CFR 655.20(n), 29 CFR 503.16(n)
DHS/ETA notification of early separation	Employers must notify USCIS and ETA within two workdays of any H-2B worker who separates before the end of the certified period of employment.	Employers must notify USCIS and ETA within two workdays of an H-2B worker who separates before the end of the certified period of employment.
		New: Employers must notify ETA within two workdays of any corresponding worker who separates before the end of the period of employment.
		New:
		--if separation is due to voluntary abandonment by the worker and proper notification is made, the employer will not be responsible for return transportation and the worker will not be entitled to the three-fourths guarantee beyond the last, full 12- or 6-week period before abandonment;
		--if separation is due to dismissal for cause and proper notification is made, the employer will not be liable for the three-fourths guarantee beyond the last, full 12- or 6-week period before termination.
		20 CFR 655.20(y), 29 CFR 503.16(y)
	20 CFR 655.22(f)	
Compliance with other employment-related laws	During the period of employment, employers must comply with all other employment-related laws, including employment-related health and safety laws.	During the period of employment, employers must comply with all other employment-related laws, including employment-related health and safety laws.
		2012 also adds a prohibition against the employer and its agents confiscating or holding immigration documents.
		20 CFR 655.20(z), 29 CFR 503.16(z)
	20 CFR 655.22(d)	
Cooperation with investigators	Employers must at all times cooperate in administrative and enforcement proceedings.An employer being investigated must make available to WHD the records, information, person, and places that WHD deems appropriate.Records must be made available within 72 hours following notice from WHD.No employer or representative or agent of the employer may interfere with any Department official performing an investigation, inspection, or law enforcement function pursuant to the H-2B program.	The employer will cooperate with any agent of the Secretary of Labor who is exercising or attempting to exercise the Department's authority pursuant to the H-2B program.The employer will retain all documents pertaining to the Application and Registration, the recruitment-related documents, the payroll records, and related documents for 3 years, and make them available to WHD within 72 hours after a request from WHD.
	20 CFR 655.50(c)	
		29 CFR 503.16(bb) and 503.25.
III. Remedies		
Revocation		New: ETA may revoke a labor certification for a variety of reasons, including fraud; willful misrepresentation of a material fact; substantial failure of a term or condition of employment; failure to cooperate with DOL or law enforcement; or failure to comply with DOL remedies, sanctions, or decisions.
		20 CFR 655.72
Civil Money Penalties	Up to $10,000 per violation.	Up to $10,000 per violation. New: What constitutes a single violation: "Each such violation involving the failure to pay an individual worker properly or to honor the terms or conditions of a worker's employment required by the H-2B Registration , Application for Temporary Employment Certification , or H-2B Petition , constitutes a separate violation."
	CMPs are equal to back wages and subject to a $10,000total cap for violations related to H-2B wages (655.22(e)), prohibited fees (655.22(j)), and improper deductions (655.22(g)).	CMPs are equal to back wages subject to the $10,000 cap for violations related to H-2B wages, prohibited fees, and improper deductions.
	Highest penalties are reserved for violations that involve harm to U.S. workers.	CMPs are equal to wage assessments for U.S. workers who were improperly laid off or not hired or rehired.
		Highest penalties are reserved for violations that involve harm to U.S. workers.
		29 CFR 503.23
	20 CFR 655.65	
Debarment	WHD does not have independent debarment authority.WHD may recommend debarment to ETA after a final determination.ETA must debar within 2 years of the occurrence of the violation.ETA debarment authority also extends to agents and attorneys.Debarment period: between 1 and 3 years.	WHD does have independent debarment authority to debar employers, agents, and attorneys.Debarment extends to all other labor certifications (other visa programs) with DOL.
		Offenses which may be cause for debarment are broader than in 2009 regulations.
		Debarment period: between 1 and 5 years.
	20 CFR 655.23	
		29 CFR 503.24
Other remedies	Include back wages, reinstatement of U.S. workers, and any other appropriate legal or equitable remedy (such as make-whole wages for U.S. workers improperly laid off or not hired/rehired).	Include back wages, enforcement of provisions of the job order, make-whole relief for any person discriminated against, make-whole relief, including and instatement/reinstatement of U.S. workers improperly laid off or not hired/rehired, or other actions deemed appropriate.
		29 CFR 503.20
	20 CFR 655.65(i)	

U.S. Wage and Hour Division

U.S. Department of Labor
Wage and Hour Division

H-2B Program Enforcement

U.S. Wage and Hour Division

WHD Enforcement
Source of Authority

The Department of Homeland Security (DHS) requires that employers receive H-2B temporary labor certification from the Department of Labor (DOL). DHS also delegated H-2B program enforcement authority to DOL. DOL's Wage and Hour Division (WHD) enforces compliance with the conditions of an H-2B petition and DOL-approved temporary labor certification.

2

U.S. Wage and Hour Division

WHD Enforcement
Responsibility

- Whether U.S. workers were offered employment.
- Whether U.S. workers were laid off or displaced.
- Payment of required wages and 3/4 guarantee.
- Other obligations of the job order and certification.

3

U.S. Wage and Hour Division

WHD Enforcement
Authority

Conduct investigations, and when appropriate:

- Impose civil money penalties.
- Provide make-whole relief, such as back wages for U.S. or H-2B workers, or reinstatement of a U.S. worker wrongfully laid off or rejected for employment.
- Debar from future labor certifications.

4

U.S. Wage and Hour Division

WHD Enforcement
Scope

Workers covered under the H-2B regulations:

- H-2B visa holders.
- Workers in corresponding employment.
- U.S. workers improperly laid off or not hired.

5

U.S. Wage and Hour Division

Corresponding Employment

- The employment of workers who are **not** H-2B workers who perform:
  - substantially the same work as **in the job order** or
  - substantially the same work **performed by the H-2B workers**
    - Certain exceptions apply.
- To qualify as corresponding employment, the work must be performed during the period of the job order, including any ETA-approved extensions.

6

U.S. Wage and Hour Division

Corresponding Employment
Exceptions to the Definition

Exceptions are made for certain incumbent workers who perform the work described in the previous slide and who:

- Were continuously employed during the prior 52 weeks, worked or were paid for at least 35 hours in at least 48 of the previous 52 weeks, and averaged at least 35 hours per week over the prior 52 weeks, provided their terms and working conditions are not substantially reduced during the job order; or
- Are covered by a collective bargaining agreement or individual employment contract guaranteeing 35 hours of work per workweek and continued employment through the period of employment covered by the job order, except for dismissal for cause .

7

U.S. Wage and Hour Division

Job Opportunity

- The job must be a bona-fide, full-time temporary position, with full-time defined as 35 or more hours per week.
- There must be no strike or lockout at any of the employer's worksites in the same geographic area.

8

U.S. Wage and Hour Division

Offer of Employment to U.S. Workers

Preferential treatment of H-2B workers is prohibited.

- Employers must offer U.S. workers terms and working conditions at least as favorable as those offered or provided to H-2B workers.
- Employers must not impose any restrictions or obligations on U.S. workers that will not also be imposed on H-2B workers.

9

U.S. Wage and Hour Division

Offer of Employment to U.S. Workers

- **Positive Recruitment:** Independently conduct DOL-specified recruitment activities and cooperate with the State Workforce Agency by accepting referrals of eligible U.S. workers.
- **Hiring period**: Provide employment to any qualified, eligible U.S. worker who applies for the job opportunity until 21 days prior to the date of need.
- **Rehiring:** Contact former employees from the previous year in the same occupation (unless they abandoned the job or were dismissed for cause) and offer them the job.

10

U.S. Wage and Hour Division

Layoff and Displacement of U.S. Workers

- **No improper layoffs** from 120 days before the date of need through the end of the job order.
- If such a layoff has occurred, the employer must first offer the job opportunity to those laid-off U.S. workers before hiring any H-2B workers.
- Applies to any similarly employed U.S. worker in the same occupation and geographic area specified in the job order.
- During the job order period, permissible only if all H-2B workers are laid off before any U.S. worker in corresponding employment.

11

U.S. Wage and Hour Division

Payment of Required Wages

- The offered wage must equal or exceed the highest of:
  - Prevailing wage obtained from ETA, or
  - Federal, State, or local minimum wage.
- Wages must be paid free-and-clear.
- Employers may pay based on commissions, bonuses, piece rates, or other incentives, as long as the employer guarantees that wages equal the offered wage rate calculated in every workweek, and has accurately advertised the pay rates in all required recruiting.

12

U.S. Wage and Hour Division

Three-Fourths Guarantee

- Guarantee to offer the worker employment for a total number of hours equal to at least ¾ of the workdays on the job order in each 12-week period (or 6-week period, for job orders lasting less than 120 days).
- Each workday must consist of a full number of hours of work time as specified in the job order.
- Guarantee must begin the first day of the job order or the first workday after the worker arrives, whichever is later.

13

U.S. Wage and Hour Division

Three-Fourths Guarantee

- Employers must maintain accurate records of hours offered and hours actually worked.
- Failure to offer three-fourths of the hours in any 12- or 6-week period would require the employer to supplement the worker's pay to meet the three-fourths guarantee.

14

U.S. Wage and Hour Division

Transportation & Visa Fees

- **Inbound**: **Provide** *or* **pay for** transportation and daily subsistence (lodging, as necessary, and meals) to the place of employment *or* **reimburse** workers <u>once 50% of the job order has elapsed.</u>
  - Note: FLSA requirement for Federal Minimum Wage and reimbursement in first workweek.
- **Outbound**: **Provide** *or* **pay for** return transportation and subsistence if the worker completes the job order period or is dismissed early.
- Employer is always liable for **visa fees** & related expenses in or before the first workweek.

15

U.S. Wage and Hour Division

Other H-2B Program Obligations
Place of Intended Employment

- The employer must not place an H-2B worker outside the area of intended employment listed on the job order.
- The employer is also prohibited from placing H-2B workers outside the certified occupations.

16

Shayla King

From: "on behalf of R. Wayne Pierce" <obowp@adventurelaw.com>
Date: Friday, March 08, 2013 9:43 AM
To: "Gmail" <adventurelaw@gmail.com>
Subject: PWD FAQs Feb 2013

The link to see new FAQs is not working. I had to go to the Prevailing Wage section of the OFLC Frequently Asked Questions and Answers ***and open every link to find the ones that are dated Feb 2013.***

http://www.foreignlaborcert.doleta.gov/faqsanswers.cfm#general

Are there any items on the ETA 9141 that requestors are routinely leaving incomplete and may cause a delay in processing or result in the request being voided?

Yes. As a general rule, requestors must complete all required items on the ETA 9141. Although entries may vary based on the visa classification supported by the application, there are items on the ETA 9141 that requestors are routinely leaving incomplete or incorrect. Such items include:

- Item D.a.6, job duties. In item D.a.6., the employer must provide a description that details the duties with enough specificity to issue a prevailing wage determination under a relevant Standard Occupational Code (SOC). To do this, the employer must specify the field(s) and/or product(s)/industry(ies) involved, any equipment the employee will use, and pertinent working conditions.
- Items D.b.1-1b, education. In item D.b.1, mark only one U.S. diploma or degree as the employer's minimum requirement. If you choose "Other degree", indicate in item D.b.1a the specific U.S. diploma or degree (e.g., JD, MD, DDS, etc.). If the position requires a degree, in item D.b.1b indicate the major(s) and/or field(s) of study for the required degree.
- Items D.b.4-4b, employment experience. If the employer checks 'No' to the experience question or leaves it blank, but indicates the number of months of experience required, we will consider that as a 'Yes'. In addition, if the job duties (item D.a.6) or the special requirements (item D.b.5) indicate that the position requires employment experience, the requestor must ensure it corresponds with the answers to items D.b.4-4b.
- Items D.c.1-6, place of employment. "N/A" is not an acceptable answer for place of employment, and the ETA 9141 will be voided and returned to the requestor. The employer must provide the complete street address, city, county, and state for the location where the work will be performed.
- Item D.c.3, the city of the place of employment. Enter the appropriate city for the worksite address. For Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, and Vermont, enter the city or town, as appropriate.
- Item D.c.4, the county of the place of employment. Enter the appropriate county, not country (USA), for the worksite address. For Alaska, enter the appropriate borough or census area. For Louisiana, enter the appropriate parish. If the city is not part of any county, enter the city as the county.
- The NPWC finds that Items D.c.7 and D.c.7a, which ask for information about multiple worksites, routinely cannot be used because they are too general. For instance, listing "the San Francisco area" is an inadequate response because the San Francisco area has nine counties. The employer must provide enough geographic detail about each area of intended employment to cover all known worksite locations by indicating each county (or independent city/town/township/borough/parish, as appropriate) and the corresponding state where the employee will work. However, the NPWC does not require employers to list the physical address for each worksite to receive a prevailing wage determination for that worksite. For the New England states, the county and the town are needed. If you are unsure about how to list the area, both the Online Wage Library (http://flcdatacenter.com/) and iCert wage lookup section list the geographic areas by the names used by the NPWC. The FLC Data Center (http://flcdatacenter.com/) has the geographic area data table from OES available in the Download Data Files section, while iCert provides the county or BLS area lookup. Below

are examples of recommended forms of entries:

Alexandria City, VA
Frederick, VA
Trujillo Alto, PR
Fairfield (Sherman), CT
Fairbanks North Star, AK
Kenai Peninsula, AK
Caddo, LA

Revised February 6, 2013

Rather than entering the job duties in Item D.a.6 on the ETA Form 9141, can I just enter "see attached" and then upload job duties and/or requirements?

No. In order for information to be considered for a PWD, an employer must begin entering the answer on the ETA Form 9141 in the appropriate field, including the employer's job duties. The iCert portal allows for a total of 4,000 characters, or 15 lines, for the employer's job duties. When the employer enters more than the allotted characters or lines in Item D.a.6, iCert will automatically create an addendum page and insert "See Addendum" in Item D.a.6. The employer's entire job duties will then appear on the iCert Addendum page.

Job duties and/or requirements that are uploaded by the employer as separate attachments will not appear on the ETA Form 9141, and the application will be determined to be insufficient. If the insufficient application was mailed to ETA, it will be returned to the employer. If the insufficient application was filed electronically, it will be voided in iCert, and ETA will send an email notification to the employer.

Posted February 6, 2013

Rather than entering multiple worksite locations in Item D.c.7a on the ETA Form 9141, can I attach or upload a list of worksite locations?

No. For information to be considered for a PWD, an employer must begin entering the answer on the ETA Form 9141 in the appropriate field, including multiple worksite locations. The iCert portal allows for up to 200 locations to be entered in Item D.c.7a. The employer must provide enough geographic detail about each area of intended employment to cover all the known worksite locations. The NPWC does not require employers to list every worksite's physical address in order to receive a prevailing wage determination for that worksite. For multiple worksites, the employer must enter at least the appropriate counties (or independent city(ies)/township(s)/borough(s)/parish(es) as appropriate) and the corresponding state(s) where the employee will work.

If the employer has more than 200 worksite locations for one job description, the employer must submit a second ETA Form 9141. The employer may use the "re-use" function in iCert to pre-populate the form and replace the multiple worksite locations with additional worksites.

Additional worksite locations that are uploaded by the employer as separate attachments will not appear on the ETA Form 9141 and will not be reviewed or provided wage determinations. If the employer does not list any of the worksite locations on the ETA Form 9141, the application will be deemed insufficient. If the insufficient application was mailed to the NPWC, it will be returned to the employer. If the insufficient application was submitted electronically, it will be voided in iCert and the NPWC will send an email notification to the employer. If the employer lists some additional worksite locations on the ETA Form 9141 but uploads a separate attachment for the remaining worksite locations, the NPWC will only provide wages for the worksite locations actually listed on the ETA Form 9141.

Posted February 6, 2013

I have job openings for the same position in multiple locations. Can I request one PWD for the same job being performed in many locations?

Yes. The employer may submit one PWD request for the same job to be performed in multiple locations, up to 200 locations. The employer must indicate it is requesting PWDs for multiple locations on the ETA Form 9141 in item D.c.7 and list all of the locations in item D.c.7a. For more information on entering multiple locations in Item D.c.7a, see FAQ #5.

Posted February 6, 2013

Can an employer provide a survey, even if the employer's job description has restrictive or atypical requirements for the job opportunity, such as extensive travel?

The employer may provide a survey for use in the H-1B (H-1B1 and E-3), H-2B or PERM programs that meets the requirements in the Department's regulation 20 CFR ����655.731(b)(3)(iii)(B), 655.10(f), or 656.40(g), as applicable. The NPWC's acceptance of a survey is governed by the regulations and the Prevailing Wage Determination Policy Guidance - Nonagricultural Immigration Program (Revised November 2009) (PWD Policy Guidance), available athttp://www.foreignlaborcert.doleta.gov/pdf/NPWHC_Guidance_Revised_11_2009.pdf. The survey's position description must generally match the job being offered and not have differences that would place the job into a different occupation. The job opportunity described on the application may not differ from the position described by the survey, such as requiring extra or unusual duties, skills, or conditions of employment. The survey must provide data for the most specific occupation available and cannot provide only data for summary or group occupations when data for the specific occupation is available. In addition, if the employer's job opportunity combines two or more positions in the survey and the survey documentation does not provide a method for the assignment of wages in such circumstances, the survey will not be accepted for that application. When the NPWC does not accept a survey, the NPWC includes an explanation on the ETA Form 9141 clarifying the reasons the survey does not meet the requirements.

To avoid rejection of a survey because it does not match a job description with restrictive or non-normal requirements, the employer should ensure that if the survey only has a single wage tier, the job description in the survey also contains the restrictive or non-normal requirement of the employer's job opportunity. A survey that does not contain the restrictive or non-normal requirement in the job description and provides only a single wage tier will be rejected. If the restrictive or atypical requirement is not included in the job description of the survey, the survey should have multi-tiered wages. In the case of a multi-tiered survey, the NPWC will use the same methodology currently used in determining wages in OES, and increase the wage level by one level for each restrictive or atypical requirement.

A wage determination issued by the NPWC for job duties, requirements, and conditions of employment for a particular job opportunity does not signify that those job duties, requirements, and conditions of employment have been found substantively appropriate to the occupation. Nor should the addition of wage levels be construed as a determination that a particular element of the job opportunity is or is not acceptable. The wage determination is not a determination as to the appropriateness of the requirements or conditions; it is an acknowledgement of the value of the requirements or conditions in terms of compensation. A wage determination does not replace the subsequent substantive evaluation of the appropriateness of those job duties and requirements for the purposes of labor certification or labor condition application process.

Posted February 6, 2013

What does the NPWC use to determine appropriate skill sets for an occupation?

The NPWC uses the SOC description in O*NET to identify the skills normally associated with an occupation. Any required skills in addition to those listed in O*NET are considered atypical for the occupation and the analyst looks to see if they match another occupation. In either case, a point is added to the worksheet in Appendix C of the Prevailing Wage Determination Policy Guidance - Nonagricultural Immigration Program (Revised November 2009) that will raise the wage level by one level either because it contains a combination of occupations or because it contains job requirements not normal to the occupation.

The Occupational Outlook Handbook (OOH) is a DOL publication used by many to determine characteristics of occupations. It is often broad in its descriptions and may include many SOC codes within one general category. As such, when any contradiction between the O*NET information and the OOH occurs the O*NET information will take precedence.

Posted February 6, 2013

When does the NPWC consider a position to include a combination of occupations?

While there are common skill sets that may be applied to more than one occupation, the NPWC looks to the job duties, the employer's requirements, and conditions of employment to determine the occupational SOC code and assess a wage level in that occupation. In principle, when skill sets cross disciplines a point is added on the worksheet in Appendix C of the Prevailing Wage Determination Policy Guidance - Nonagricultural Immigration Program (Revised November 2009) (PWD Policy Guidance), which will raise the wage level by one level. For example, when a computer programmer is also required to market his or her program, the NPWC will view this as two distinct occupations. Therefore, a worksheet in

Appendix C of the Prevailing Wage Guidance is created for each occupation, and the wage level for each occupation is raised by one level. Moreover, as described in the PWD Policy Guidance, the NPWC will assign the SOC code for the occupation that has the higher wage.

Occupations with overlapping skills in such fields as computers, mathematics, or business operations will usually not be seen as a combination of occupations as long as they do not require two distinct skill sets. However, the NPWC will assign the SOC based on the occupation with the higher wage and will issue a wage based on the appropriate level without adding an additional point for a combination of occupations.

Additionally, when skill sets are not normal to either occupation, an additional point is added. Using the example above, in the instances where a computer programmer who is required to market his/her program also is required to have knowledge of a foreign language, a point is added, separate from the point for combination of occupation.

Posted February 6, 2013

How does the NPWC decide when to assign a "Special Skills and Other Requirements" point when determining the wage level?

When determining a wage level the NPWC uses the worksheet from Appendix C of the Prevailing Wage Determination Policy Guidance - Nonagricultural Immigration Program (Revised November 2009). Some of the elements considered for the "Special Skills and Other Requirements" assessment are discussed below.

The primary basis upon which the NPWC determines a wage level is the comparison of the employer's requirements and the typical requirements of the occupation at the entry level. Many employer requirements receive an additional point because they are considered to be special skills or other requirements. Some examples include professional or other certifications that are not required for entry into the occupation, frequency and extent of travel, job duties/skills representing a combination of occupations, and foreign language skills, each of which is discussed further below.

Certifications and licenses not required for entry into the occupation are assessed an additional point in wage level determinations. The level-one wage is focused on entry level workers, who do not typically require any kind of certification. Thus, where an employer requires a certification although certification is not normally required for the position, the NPWC will conclude that the position is not entry level. For instance, if the employer's position requires that it be filled by a Certified Public Accountant (CPA), the NPWC will not issue a level one wage for an accountant because the certification is not required to begin employment, and in many cases persons employed in the occupation never receive a CPA. Similarly, the NPWC will not issue a level one wage determination for a licensed engineer but will consider a level one wage for a non-licensed engineer who is working under the auspices of a licensed engineer. In contrast, all physicians must have a medical license for any physician occupations, entry level or otherwise, so the requirement of a medical license is considered typical for the occupation at any level.

A travel requirement can occasionally lead to an additional point for wage level determinations. Almost all occupations have some expectation of incidental travel associated with them. Incidental travel for training and development is considered normal for all occupations depending on the geographic scope of the travel. Typically, those in professional occupations attend these types of events nationally, but other occupations may be limited to local and regional events. Therefore, a point may be added, depending on the occupation and the scope of the travel. In addition, some occupations have travel outside of training and development in performance of the job duties. However, extensive travel outside the local area is not normal to most occupations and a point is almost always added in such circumstances. For instance, a house painter typically travels to various buildings in the same city, but if he or she is required to travel nationally to perform the job, an additional point will be added to the wage determination. Similarly, a sales manager typically travels to various offices in the region in order to provide oversight and monitor performance, but more extensive travel may be considered atypical. Also considered atypical is a physician who travels to various cities in the state on a rotational basis to provide services.

A combination of occupations, where the tasks and skills listed in the job description are outside the norm of a single occupation and instead are appropriate to a different occupation, may result in an additional point added to the worksheet. It is reasonable for a U.S. worker to expect additional compensation for skills that are outside the skill set required for his or her job. While there are common skill sets that may be applied to more than one occupation, the NPWC considers the job duties, the employer's requirements, and conditions of employment when determining the occupation and assessing wage levels. If the NPC finds a combination of occupations, it will add an additional point to the worksheet and assign the SOC code for the occupation that has the higher wage.

Foreign language requirements also may result in a one-level increase in the wage. By its very nature, communicating in more than one language makes a job more complex, except in the few occupations in which it is inherent to the occupation, such as a foreign language teacher or a translator. Any requirement for proficiency in a foreign language is assessed a special skill point for each foreign language required by the employer. The exceptions are foreign language

teachers, interpreters, translators, and caption writers (a specialized translator), in which the nature of the occupations include knowledge of the foreign language and have, therefore, been factored into the wage.

Specialization in teaching a foreign language is recognized in the occupation description for the OES occupations 25-1124.00 - Foreign Language and Literature Teachers, Postsecondary; 25-2022.00 - Middle School Teachers, Except Special and Career/Technical Education; and 25-2031.00 - Secondary School Teachers, Except Special and Career/Technical Education. Thus, the wages for these occupations include the language skill.

The additional skills and requirements listed above are the most common instances in which the NPWC adds a point in the "Special Skills and Other Requirements" section of the worksheet. The list is not exhaustive and is presented for illustrative purposes only. Other skills and requirements may be found to be atypical in a specific application. Finally, a wage determination issued by the NPWC for job duties, requirements, and conditions of employment for a particular job opportunity does not signify that those terms and conditions will satisfy review at later stages in the labor certification or labor condition application process. Nor is the addition of wage levels to be construed as a judgment that a particular element of the job opportunity is or is not acceptable for purposes of adjudicating the subsequent labor certification.

Posted February 6, 2013

How can I withdraw a Redetermination Request or Center Director Review Request?

An employer/requestor may withdraw a PWD request at any point prior to the redetermination or issuance of the CDR by sending an e-mail to the NPWC Help Desk atFLC.PWD@dol.gov. The email subject line should include the ETA case number and the specific withdrawal requested. For example:

- To withdraw a redetermination request the subject line should read "[Case Number] Withdraw Redetermination."
- To withdraw a Center Director Review Request the subject line should read "[Case Number] Withdraw CDR".

Posted February 6, 2013

How can I withdraw a BALCA Appeal Request?

An application docketed by BALCA must be withdrawn through the appropriate BALCA procedures. Those procedures can be found on the BALCA's website athttp://www.oalj.dol.gov/LIBINA.HTM.

Posted February 6, 2013

What information should I include to get PWDs for the various locations under the H-2B special procedures for itineraries?

Employers are no longer required to submit their entire itineraries to the NPWC for a wage determination. The NPWC will only provide wages for the worksite locations listed on the ETA Form 9141. The iCert portal allows for a total of 200 locations to be entered in Item D.c.7a on ETA Form 9141. The employer must provide enough geographic detail to cover all the known worksite locations of intended employment. The NPWC does not require employers to input every worksite's physical address for the prevailing wage determination. For multiple worksites, the employer only needs to enter the appropriate counties (or independent city(ies)/township(s)/borough(s)/parish(es) as appropriate) and the corresponding state(s) where the employee will work.

If the employer has more than 200 counties, or their equivalent, where the employee(s) will work in one occupation, the employer must submit a second ETA Form 9141. The employer may use the "re-use" function in iCert to pre-populate the form in order to submit the additional ETA Form 9141.

Additional worksite locations that are uploaded by the employer as separate attachments will not appear on the ETA Form 9141 and will not be reviewed or provided wage determinations. If the employer does not list any of the worksite locations on the ETA Form 9141, the application will be deemed insufficient. If the insufficient application was mailed in, it will be returned to the employer. If the insufficient application was filed electronically, it will be voided in iCert and an email notification will be sent to the employer. If the employer lists some worksite locations on the ETA Form 9141 but uploads a separate attachment for the remaining worksite locations, the NPWC will only provide wages for the worksite locations actually listed on the ETA Form 9141.

Revised February 6, 2013

From: TLC, Chicago - ETA SVC
Sent: Thursday, March 07, 2013 4:19 PM
To: obowp@adventurelaw.com
Subject: United States Department of Labor ETA - Foreign Labor Certification Website Update-24H

Dear Ms. Bachman,

Thank you for your email. We apologize for the technical difficulties on our website. The issue has been reported and we are working on a fix. In the meantime to access the February 2013 updates to the Prevailing Wage FAQ's, use the link below:

http://www.foreignlaborcert.doleta.gov/faqsanswers.cfm#prevailingwage

Navigate to the prevailing wage sections to see any February 2013 updates.

Sincerely,
Chicago National Processing Center

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From: on behalf of R. Wayne Pierce [mailto:obowp@adventurelaw.com]
Sent: Thursday, March 07, 2013 8:54 AM
To: TLC, Chicago - ETA SVC
Subject: Fw: United States Department of Labor ETA - Foreign Labor Certification Website Update

The H-2B stakeholder community values the information contained in FAQs. Several persons interested in reading these new prevailing wage FAQs (announced Feb 25) have not been able to access them from this cryptic announcement. The links I can locate take me to the FAQs issued in 2009 and 2010. Can you please provide more specific instructions via an update on the OFLC website?

Thank you.

Jody L. Bachman
Assistant to R. Wayne Pierce
The Pierce Law Firm LLC
133 Defense Highway, Suite 106
Annapolis, MD 21401
Phone: 410-573-9955
Fax: 410-573-9956

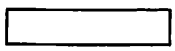
From: United States Department of Labor
Sent: Tuesday, February 26, 2013 4:44 PM
To: obowp@adventurelaw.com
Subject: United States Department of Labor ETA - Foreign Labor Certification Website Update

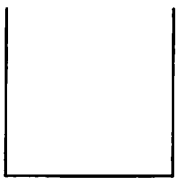
You are subscribed to ETA - Foreign Labor Certification Website for United States Department of Labor. This information has recently been updated, and is now available. Please visit our website

http://www.foreignlaborcert.doleta.gov/ to see What's New.

February 25th. Prevailing Wage Frequently Asked Questions.

The Department of Labor has posted new FAQs for the Prevailing Wage Center. Topics include electronic form issues, multiple worksite issues, employer surveys, special skills, and withdrawals. These FAQs are available on the FAQs page of the OFLC website under the Prevailing Wage heading.





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O*NET® Work Activities Project Technical Report

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Butler's Exh. 99, p. 001

Executive Summary

This technical report describes the purpose, methodology, and results of the Work Activities Project conducted by the National Center for O*NET Development. There were two primary objectives of the project. The first objective was to update the O*NET database of detailed work activities (DWAs) to reflect the changes in the U.S. economy that have impacted industries and workforces of all types. Secondly, the purpose was to enhance the utility of the DWA database by using DWAs as a mechanism to link occupations across industries, improving their usability for career exploration and development and other important human resources functions. To achieve these objectives, the project team revised the framework of work activities and generated new activity statements to reflect that framework. Based on the work of Cunningham (1996), the revised framework more fully integrates DWAs with both lower-level task statements and higher-level generalized work activity (GWA) statements. The project team qualitatively analyzed and clustered the 19,450 tasks in the O*NET 18.0 Database and wrote new DWAs based on the themes in the resulting task clusters. This process produced 2,069 new DWAs. The DWA project team then analyzed and clustered these new DWAs to generate higher level intermediate work activity (IWA) statements. This process produced 332 IWAs. The resultant integrated and hierarchical framework enables the linkage of occupations that have shared work activities. The report concludes with a discussion of potential applications of activity statement data, such as career exploration and retraining and job placement efforts.

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Section I: Detailed Work Activities as a Common Language

The Occupational Information Network (O*NET®) program is the nation's primary source of occupational information. Central to the project is the O*NET database, containing information on hundreds of standardized and occupation-specific descriptors. The database is continually updated by surveying a broad range of workers from each occupation. Information from this database forms the heart of O*NET OnLine®, an interactive application for exploring and searching occupations, as well as career exploration and assessment instruments for workers and students looking to find or change careers.

The O*NET database, which powers many O*NET products and tools, is structured and was developed from the Standard Occupational Classification System (SOC) and the O*NET Content Model. The SOC provides an occupational taxonomy covering the world of work across the U.S. economy. The O*NET Content Model describes work using over 270 occupational descriptors. Based on the SOC, the O*NET-SOC taxonomy contains 1,110 occupations total, with 974 data-level occupations (the O*NET-SOC taxonomy has added more detailed occupations compared to the SOC). These occupations have undergone data collection from job incumbents or occupation experts and will continue to be updated on a regularly scheduled basis (see the O*NET Production Database).

The O*NET Content Model defines the information structure for occupations in terms of standardized, measurable sets of variables, called "descriptors." These descriptors are organized into six major domains that reflect characteristics of workers (e.g., abilities, values, knowledge, and licensing) and jobs (e.g., tasks, work context, and labor market information).

The O*NET Content Model also includes a number of job-oriented descriptors related to the *activities* performed on the job. These include task statements specific to occupations and generalized work activities (GWAs) that apply to a large number of occupations (see Appendix A for a complete list of the GWAs). Between these descriptors is the detailed work activity (DWA), defined as "an intermediate descriptor that allows cross-occupational matching while preserving differentiation, providing a common language for work description, and is easy to understand" (National Center for O*NET Development, 2003, p. 3).

DWAs are simple work activity statements (e.g., "design transporting processes") that have some degree of occupational context, in contrast to the broader GWAs (e.g., "thinking creatively"). However, these statements apply to the activities in multiple occupations, in contrast to task statements, which are normally specific to a single occupation.

The National Center for O*NET Development (2003) also outlines specific benefits of DWAs. DWAs:

1. Provide succinct, detailed information about occupational work activities to aid career exploration;

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2. Are integrated with the O*NET Content Model via their link to GWAs;

3. Provide a structure for describing work experience that is useful for resume building;

4. Provide a more general level of functional descriptor to facilitate cross-occupational correspondence, which can help displaced workers identify new areas of work that match their capabilities;

5. Help educators, job seekers, researchers, and employers to identify transferable skills and skill gaps;

6. Provide a work-requirement profiling structure that employers can use to write job orders or position descriptions;

7. Promote the use of a *common language* describing the activities that occur across occupations as a basis for unifying industry sector skill standards.

The established set of O*NET DWAs has evolved over time and has previously undergone revision (National Center for O*NET Development, 2003). The original source was work performed several years prior to the release of the O*NET program. The state of Oregon (Dietrich, Hendrickson-Larson, Hoppe, Paige, & Rosenow, 2002) developed a set of skill statements to help individuals identify their skills and match them to occupations. These statements were developed for Occupational Employment Statistics (OES) occupations and were based on information from sources such as the Classification of Instructional Programs (Classification of Instructional Programs: 2000 edition), the OES occupations (Bureau of Labor Statistics, 2000), and the Dictionary of Occupational Titles (U.S. Department of Labor, 1991).

After the O*NET database was made publicly available, many new statements were written to cover O*NET-SOC occupations. These skill statements were released by the National Center for O*NET Development and henceforth described as DWAs. O*NET tasks were used as the basis for adding new DWA statements. In 2002, an O*NET team continued to revise the statements to enhance cross-occupational skill statement usage, ensure coverage of O*NET tasks, eliminate duplication, and edit for clarity and consistency. The effort produced 2,345 statements (National Center for O*NET Development, 2003).

This revision produced an updated but inconsistent dictionary of DWAs, prompting the National Center for O*NET Development to undertake a more thorough review and revision effort. This provided an opportunity to improve DWA data structure, statement style, and application. The team edited statements to remove redundancies and also revised or replaced statements that had more closely resembled knowledge, skill, ability, or work context elements. The effort revised 319 statements, eliminated 181 DWAs, and added one statement, resulting in a balance of 2,164 DWA statements. They also mapped the final set of DWAs onto the GWA data; that is, a team of raters assigned each DWA to a GWA.

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The Need for Enhancements

The 2003 revision strengthened the DWA database, but the U.S. economy and workforce have experienced considerable change in the intervening decade. Most notable are changes occurring in the world of work as a result of new technologies, innovative business practices, and the organization of work.

As part of the O*NET program's continuous improvement effort, new and emerging industries and resultant occupations are regularly researched and added to the O*NET-SOC taxonomy. Research has shown, for example, that biotechnology, geospatial technology, and nanotechnology are being applied across a number of industries, substantially altering established work processes and requiring new and different technical worker competencies (National Center for O*NET Development, 2006). Even manufacturing is experiencing considerable technological change. Whereas traditional manufacturing experiences a slow decline in employment, advanced manufacturing techniques, such as robotics and precision fabrication, present opportunities for workers with more education and advanced technical skills.

Technology is also a catalyst in the growth of green or sustainable operations or energy production. More environmentally conscious consumer behavior and increased government support have given a boost to green-oriented industries like construction and energy production. This has led to a "greening" of the related workforces: Green technology or economic activities may increase the demand for existing occupations, significantly alter the work or worker requirements for existing occupations, or create the need for new and emerging occupations with unique job and worker characteristics (Dierdorff, Norton, Drewes, Kroustalis, Rivkin, & Lewis, 2009; Dierdorff, Norton, Gregory, Rivkin, & Lewis, 2011).

The O*NET program also receives input regarding changing tasks and work functions during data collection efforts. Feedback from industries, businesses, and professional associations indicate changes in work functions due to new technologies. Incumbent workers identify new tasks that they perform in their changing world of work.

These changes, both at the industry and occupational level, prompted the National Center for O*NET Development to update and enhance the DWA database to improve its application for career exploration, career development, and other important human resources functions. Much of the original DWA development preceded the growth of the O*NET database. In the past decade, the National Center for O*NET Development has updated the O*NET taxonomy to keep up with the changing world of work. In addition to exploring green technologies and their impact on work roles (Dierdorff et al., 2009), it has investigated 17 in-demand industry clusters that include traditional industries like construction, energy, health care, and hospitality, as well as emerging technologies, such as geospatial technology, biotechnology, and nanotechnology. This investigation resulted in the addition of over 150 new and emerging occupations to the O*NET taxonomy (National Center for O*NET Development, 2009). Given the potential of

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DWAs for providing a common language for economies and workforces in transition, the National Center for O*NET Development determined that DWA enhancement could also capture these recent changes.

Overview of Project Rationale

The immediate objective of the Work Activities Project was to update the relevance of the DWAs by developing new DWAs to capture the growth and change in occupations, particularly new and emerging occupations arising from in-demand industry clusters (National Center for O*NET Development, 2009). The second objective was to enhance the utility of the DWA database by using DWAs as a mechanism to link occupations across industries. In addition, a review of existing DWAs revealed opportunities to improve specificity, formatting, and overall consistency of DWA statements. Together, these objectives led to improving DWA usability for career exploration and development and various human resources functions.

To help standardize DWA statements, the project team sought to update the complete database of DWAs. This, in turn, provided the opportunity to more fully integrate DWAs with the other activity descriptors: tasks and GWAs. The current multi-level framework of job descriptors includes 19,450 occupation-specific tasks, 41 cross-occupation GWAs, and 2,164 DWAs that fit between GWAs and tasks in terms of specificity. The team was able to enhance the current framework by developing an additional, *intermediate* level of analysis to help organize the DWA information and provide a stronger linkage among GWAs, tasks, and DWAs.

Cunningham (1996) suggested this type of expanded framework for the work activity domain. He described *area work activities* as descriptions of work activities that are common to multiple occupations and are often technology-specific. This corresponds closely with the established conception of a DWA. Cunningham (1996) also defined a higher-level descriptor: *Intermediate work activities* (IWAs). IWAs are more general activity statements, common to many occupations, and are rarely defined by technology use.

The IWA has excellent potential utility in the current labor market. As global competition has increased, particularly in manufacturing, and technologies have emerged, there have been significant shifts in the types and sizes of labor pools in the U.S. economy. This requires American workers to look for jobs or job-

Glossary

Job Family – *A group of similar occupations. The 22 Job Families used in this project are equivalent to the 22 major groups presented in the SOC. The term Job Family is used in the O*NET system rather than major group for ease of understanding by the many different types of O*NET users.*

GWA – Generalized Work Activity. *The most general activity statements. Each of the 41 GWAs links to many occupations across job families*

IWA - Intermediate Work Activity. *Most of the 332 IWAs link to a large number of tasks and occupations across multiple job families.*

DWA – Detailed Work Activity. *The most specific activity statement. Most of the 2,069 DWAs link to 4 or more tasks and 3 or more occupations within a single job family.*

Green DWA. *This is a green work activity statement derived solely from green tasks.*

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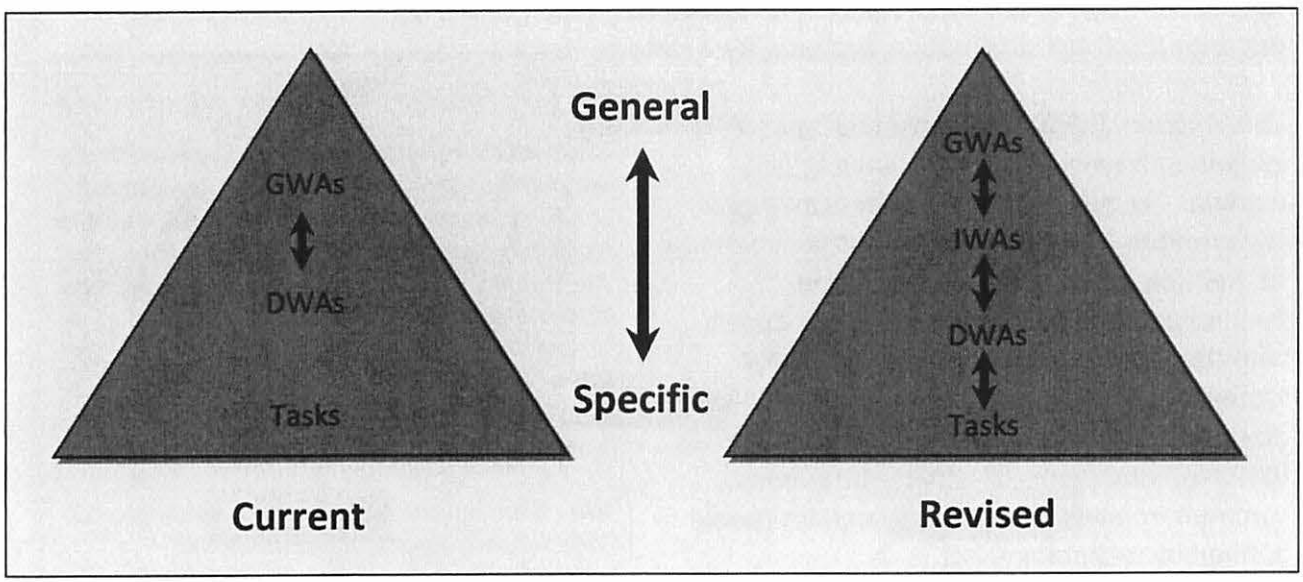
training possibilities beyond the traditional boundaries of their industries or what they see as similar occupational groups. Employers and workforce specialists may also look outside their industries to identify and recruit workers with valuable skills that can be applied across industries and occupational groups, commonly referred to as *job families*. The term job families refers to occupations grouped together based upon work performed, skills, education, training, and credentials (National Center for O*NET Development, 2010). The 22 O*NET Job Families[1] used in this project are based on, and equivalent to, the 22 major groups used in the SOC system (Standard Occupational Classification Policy Committee, 2010).

DWAs serve as a useful starting point for many workforce decisions. The broader IWAs provide an extension of this information, linking occupations across job families. For this reason, the DWA project team chose to enhance the work activity database by not only improving the DWA database but also by adding the higher-level IWA data (see Figure 1). Using an inductive development method, the DWA project team enhanced the links among the levels in the work activity framework (signified by the arrows in the right–hand triangle in Figure 1). This hierarchical framework (tasks nested within DWAs nested within IWAs nested within GWAs) facilitates more flexible career and occupational exploration.

Figure 1. Current and Revised Work Activity Framework



Results Preview

A sample of new work activities data for the O*NET-SOC occupation of Electricians provides a demonstration of the nested structure of activity data. Table 1 presents four of the 13 GWAs

[1] The 22 O*NET Job Families used in this project are based on the Occupational Major Groups in the SOC. The Standard Occupational Classification is organized into *23* major groups, including *Military Specific Occupations* (Standard Occupational Classification Policy Committee, 2010). The O*NET project does not collect data on occupations in the *Military Specific Occupations* major group.

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linked to Electricians. Nested under each GWA is one or more IWAs, such as *Estimate project development or operational costs*. Nested under each IWA is one or more DWAs, such as *Estimate construction project costs.* Finally, nested under each DWA are multiple tasks, such as *Provide preliminary sketches or cost estimates for materials or services.*

Table 1. Example of Nested Activity Data for 47-2111.00 - *Electricians.*

GWA: Inspecting Equipment, Structures, or Material **IWA:** Inspect commercial, industrial, or production systems or equipment. **DWA:** Inspect electrical or electronic systems for defects. **Task:** Inspect electrical systems, equipment, or components to identify hazards, defects, or the need for adjustment or repair, and to ensure compliance with codes.
GWA: Estimating the Quantifiable Characteristics of Products, Events, or Information **IWA:** Estimate project development or operational costs. **DWA:** Estimate construction project costs. **Task:** Provide preliminary sketches or cost estimates for materials or services.
GWA: Thinking Creatively **IWA:** Create visual designs or displays. **DWA:** Create construction or installation diagrams. **Tasks:** Prepare sketches or follow blueprints to determine the location of wiring or equipment and to ensure conformance to building and safety codes. Provide preliminary sketches or cost estimates for materials or services.
GWA: Handling and Moving Objects **IWA:** Install commercial or production equipment. **DWA:** Install electrical components, equipment, or systems. **Tasks:** Assemble, install, test, or maintain electrical or electronic wiring, equipment, appliances, apparatus, or fixtures, using hand tools or power tools. Connect wires to circuit breakers, transformers, or other components. Fasten small metal or plastic boxes to walls to house electrical switches or outlets. Install ground leads and connect power cables to equipment, such as motors.

Table 1 demonstrates that GWAs reflect not only the IWAs, but also the DWAs and tasks. This hierarchical or nested framework can enhance users' understanding of the range and detail of work activity information.

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The hierarchical framework is especially useful as a means of linking occupations to facilitate occupational exploration. Common work activities (at either the DWA or IWA level) provide a way to compare and contrast occupations. Table 2 previews the results in a different manner. It lists the shared DWAs between two occupations and the tasks that form the basis for the common work activity profile.

Table 2. DWAs Common to 51-8091.00 *Chemical Plant and System Operators* and 51-8099.01 *Biofuels Processing Technicians.*

Chemical Plant and System Operators	Biofuels Processing Technicians
Common DWA: Collect samples of materials or products for testing.	
Draw samples of products and conduct quality control tests to monitor processing and to ensure that standards are met.	Collect biofuels samples and perform routine laboratory tests or analyses to assess biofuels quality.
Common DWA: Direct operational or production activities.	
Direct workers engaged in operating machinery that regulates the flow of materials and products.	Coordinate raw product sourcing or collection.
Supervise the cleaning of towers, strainers, or spray tips.	
Common DWA: Operate pumping systems or equipment.	
Start pumps to wash and rinse reactor vessels, to exhaust gases or vapors, to regulate the flow of oil, steam, air, or perfume to towers, or to add products to converter or blending vessels.	Operate valves, pumps, engines, or generators to control and adjust biofuels production.
Common DWA: Replace worn equipment components.	
Repair or replace damaged equipment.	Rebuild, repair, or replace biofuels processing equipment components.
Common DWA: Record operational or production data.	
Record operating data, such as process conditions, test results, or instrument readings.	Inspect biofuels plant or processing equipment regularly, recording or reporting damage and mechanical problems.
	Monitor and record biofuels processing data.
	Monitor and record flow meter performance.
Common DWA: Notify others of equipment repair or maintenance needs.	
Notify maintenance, stationary-engineering, or other auxiliary personnel to correct equipment malfunctions or to adjust power, steam, water, or air supplies.	Inspect biofuels plant or processing equipment regularly, recording or reporting damage and mechanical problems.

Section II: General Methodology

The DWA project team designed an inductive, "bottom-up" approach to DWA development, starting with the tasks listed in the O*NET 18.0 Database. The O*NET database is regularly updated by incumbent ratings of the relevance and importance of O*NET tasks. Furthermore, emerging tasks have been identified across multiple versions of the O*NET database. Thus, O*NET tasks are a robust source for work activity data. There were two challenges involved in developing more general work activity information from these task statements. The first was to extract the more general *activity* data from the specific *task* statements; this was a substantial challenge, given the 19,450 task statements in the O*NET 18.0 Database. The second challenge was organizing the extracted data into meaningful, unique content that did not replicate higher-level (GWA) or lower-level (task) data.

The DWA project team considered two approaches to extracting valuable activity data: a quantitative and a qualitative approach. The quantitative approach would attempt to deconstruct each task statement into its key linguistic components: an activity verb, an object of the verb, and a purpose. A classification system of those components would provide numerical codes for a series of cluster analyses to produce groupings of similar task statements.

The qualitative approach would involve a rational analysis of each task statement as a whole, rather than reducing each task to linguistic components. The rational method would also generate task clusters, but based on close inspection of the tasks to reveal the core theme or activity of each task. The quantitative approach would have the advantage of speed and efficiency by focusing on the parts of the task statements expected to be most informative. The qualitative approach would have the advantage of precision and accuracy; by rationally analyzing each task statement, the DWA project team could be sure to extract the most crucial activity information, no matter where it occurred in a task statement.

The DWA project team pursued the qualitative approach primarily because of the realization that task statement structure is so variable that it would be very difficult for a technical system to reliably derive the most important data from tasks. In short, human judgment was determined to be paramount in the development of a logical, meaningful, and useful system. The rational approach capitalized on rational judgment whereas the quantitative approach would have restricted it.

The resulting qualitative method (see Figure 2) began with two straightforward steps: 1) Rational analysis and clustering of tasks into groups based on similarity of activity, objects, purpose, context, and technology, and 2) Development of precisely worded activity statements –new DWAs—that reflect those common characteristics and distinguish those activities from other activity statements.

Once the DWAs were developed, several data refinements were conducted. Firstly, relevant original, or "legacy," DWAs were integrated into the DWA dataset if they filled a conceptual gap

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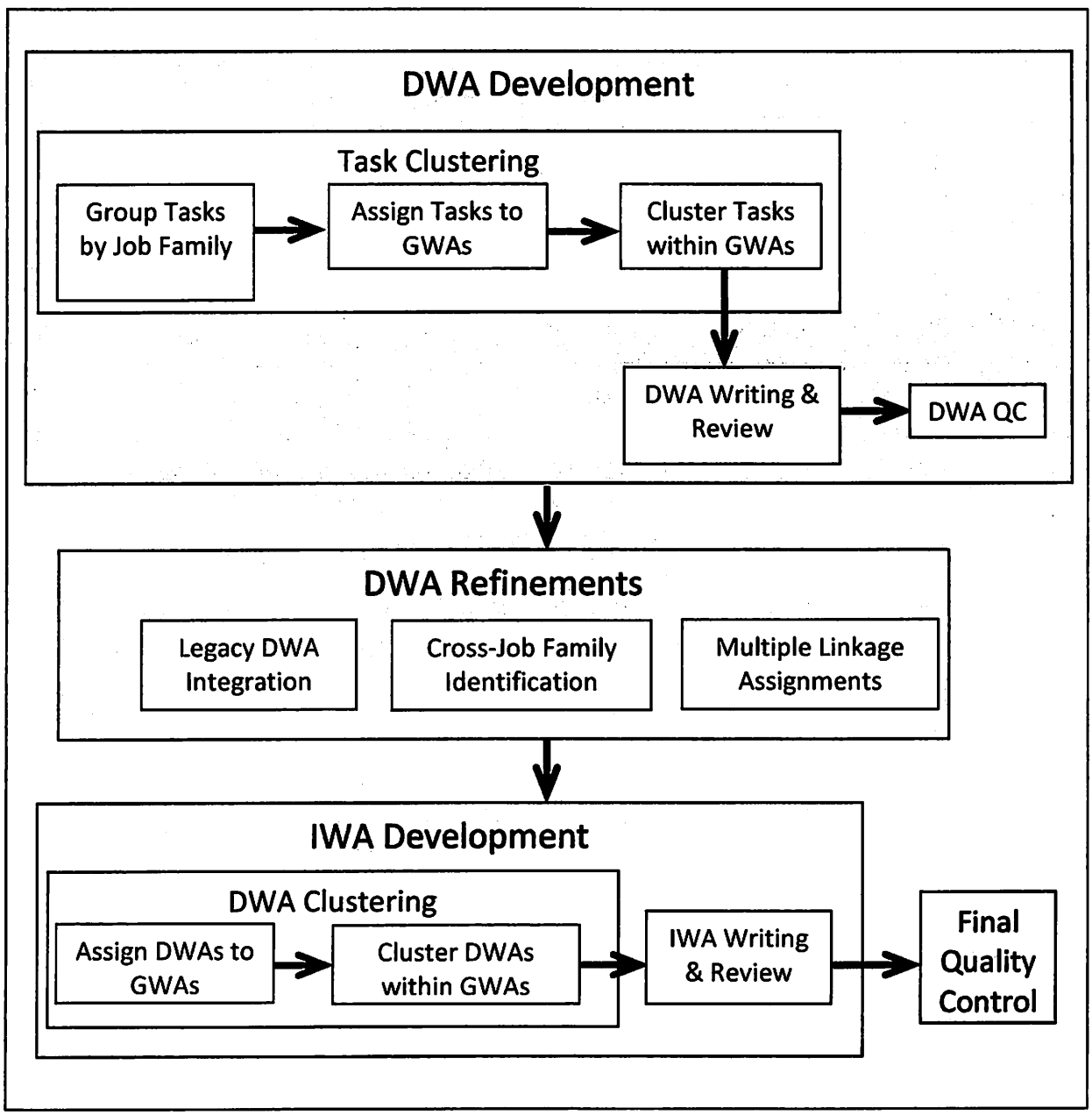
in the set of new DWAs. Secondly, the entire set of DWAs was reviewed to identify identical or nearly identical DWAs that could be combined. Finally, tasks that contained information about multiple activities were linked to additional DWAs.

Once these refinements were complete, the project team conducted the same two-step process to develop IWA statements. DWA statements were clustered using the same rational process used for task clustering. DWA statements reflecting similar activities were grouped and activity statements were written to reflect the common activity themes in the DWA clusters.

Figure 2. DWA and IWA Development Process



The following section describes in greater detail the processes for DWA and IWA development, additional refinement efforts, and quality control and content review procedures.

Section III: DWA Development

The DWA project team developed a multi-step, collaborative, team-based development procedure that employed simple, real-time technology to cluster tasks and write DWA statements.

A team-based approach was used to balance interpretations of task language. Any single analyst has certain language biases. The multiple viewpoints expressed during team collaboration can correct for idiosyncratic language interpretations and usage. Team collaboration was accomplished through an online spreadsheet application that allowed for simple, visible, real-time collaboration among team members. The DWA project team used the online spreadsheet throughout the primary DWA development steps—Task Clustering and DWA Statement Writing.

There were three to four teams (depending on the stage of development), each composed of three to four members, conducting DWA development. Each team included an experienced occupational analyst as a team leader and two or three graduate students in industrial-organizational psychology as team members. Each team was responsible for both task clustering and DWA writing for multiple subsets of task data. That is, a team was responsible for the entire development process for an assigned set of tasks.

Task Clustering

The goal of task clustering was to incrementally group similar tasks into increasingly smaller clusters until simple, specific, and unique work activity themes emerged that would reflect each of the tasks in the respective clusters. The following steps were used:

1. Group tasks according to 22 O*NET job families.
2. Assign tasks to GWAs.
3. Cluster tasks within GWAs.

Task Clustering Step 1: Sorting by Job Family

As described earlier, a primary distinction between the new DWAs and IWAs is that DWAs apply to multiple occupations within a single job family, whereas IWAs often link to occupations in multiple job families[2]. Thus, there is a theoretical basis for grouping tasks first by job family. There is also a practical reason for doing so in that job families provide a very efficient way to

[2] A small subset of cross-family DWAs were developed. See page 26 for a discussion.

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initially cluster conceptually similar tasks. One can see that the occupations encompassed by the job families listed in Table 3 will have many similar tasks. Organizing tasks by the 22 job families helps to integrate new data with an established occupational framework[3].

This division by job family produced 22 groups of occupations, with group totals ranging from 134 tasks to 2,344 tasks. This reduction of the entire group into smaller subsets of related tasks made it easier to inspect and cluster tasks further, even in the largest job families.

Table 3. 22 O*NET Job Families

Job Family	# of occupations	# of tasks
Management	59	1294
Business and Financial Operations	51	983
Computer and Mathematical	33	690
Architecture and Engineering	71	1431
Life, Physical, and Social Sciences	60	1161
Community and Social Service	14	290
Legal	8	134
Education, Training, and Library	61	1591
Arts, Design, Entertainment, Sports, and Media	43	795
Healthcare Practitioners and Technical	86	1683
Healthcare Support	18	332
Protective Service	29	543
Food Preparation and Serving Related	17	327
Building and Grounds Cleaning and Maintenance	8	181
Personal Care and Service	32	621
Sales and Related	24	456
Office and Administrative Support	63	1125
Farming, Fishing, and Forestry	17	311
Construction and Extraction	61	1135
Installation, Maintenance, and Repair	54	1096
Production	112	2344
Transportation and Material Moving	53	927

[3] The 22 O*NET Job Families used in this project are based on the Occupational Major Groups in the SOC. The Standard Occupational Classification is organized into *23* major groups, including *Military Specific Occupations* (Standard Occupational Classification Policy Committee, 2010). The O*NET project does not collect data on occupations in the *Military Specific Occupations* major group. As such, the task clustering process employed the 22 groups of civilian occupations.

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Task Clustering Step 2: GWA Assignment

Each job family involves many tasks—some include thousands of tasks—so it was necessary to further subdivide tasks in a logical manner. As an intermediate step, the DWA project team chose to subdivide tasks by linking them to GWAs, which would begin to organize the tasks for further evaluation. O*NET-SOC occupations are currently linked to 41 GWAs (see Table 4 for examples and Appendix A for a complete list).

Because tasks had not been explicitly linked to GWAs, this step involved making those linkages. Teams of analysts, working within each job family, assigned each task to one of the 41 GWA "buckets," based on the similarity of the work activity in the task to the respective GWA.

Table 4. Examples of O*NET Generalized Work Activities

GWA	
Activity	**Description**
Getting Information	Observing, receiving, and otherwise obtaining information from all relevant sources.
Judging the Qualities of Things, Services, or People	Assessing the value, importance, or quality of things or people.
Organizing, Planning, and Prioritizing Work	Developing specific goals and plans to prioritize, organize, and accomplish your work.
Handling and Moving Objects	Using hands and arms in handling, installing, positioning, and moving materials, and manipulating things.
Operating Vehicles, Mechanized Devices, or Equipment	Running, maneuvering, navigating, or driving vehicles or mechanized equipment, such as forklifts, passenger vehicles, aircraft, or water craft.
Repairing and Maintaining Electronic Equipment	Servicing, repairing, calibrating, regulating, fine-tuning, or testing machines, devices, and equipment that operate primarily on the basis of electrical or electronic (not mechanical) principles.
Assisting and Caring for Others	Providing personal assistance, medical attention, emotional support, or other personal care to others such as coworkers, customers, or patients.

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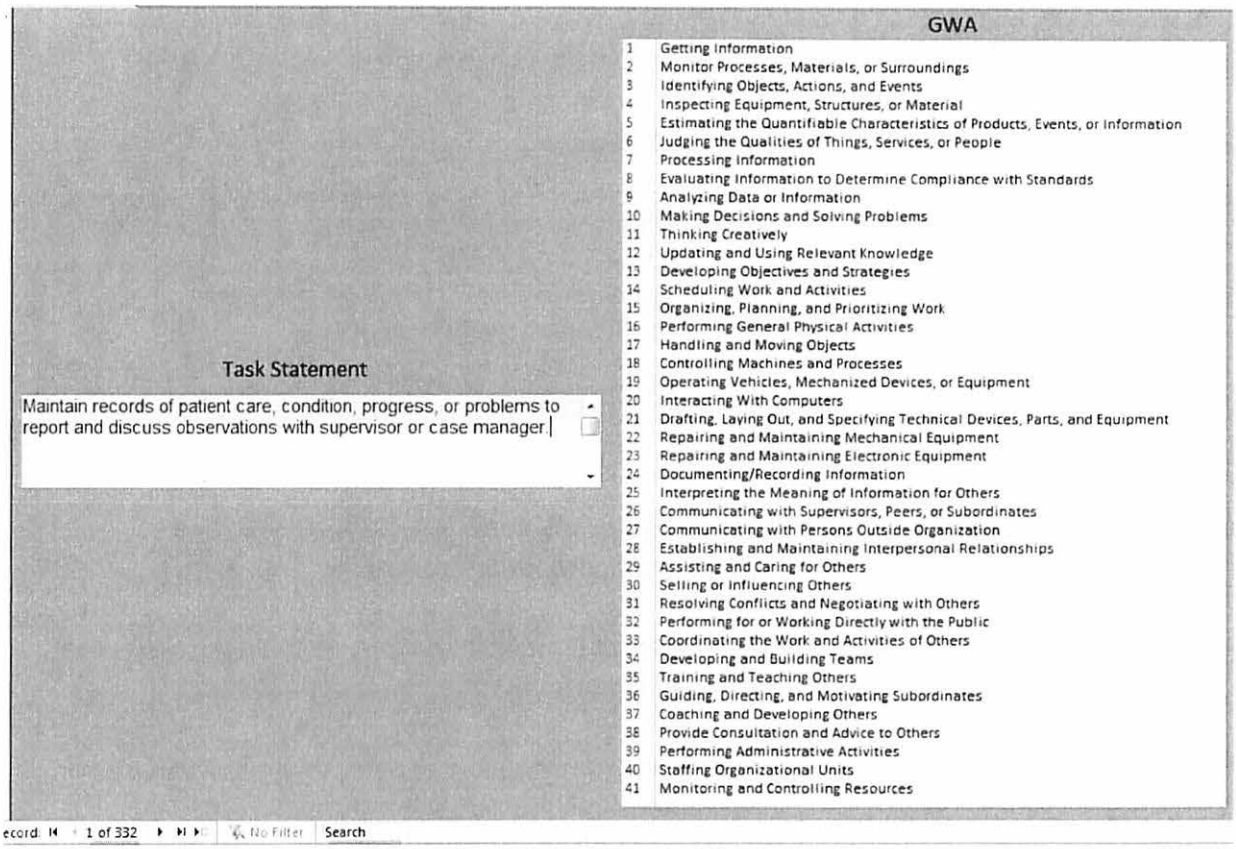
Each team of three to four analysts was assigned the tasks from a subset of job families. The 22 job families were distributed evenly among the four development teams. For the tasks in a specific job family, each member assigned each task to just one of the 41 GWAs. They did this through a database form interface (see Figure 3) that presented the entire set of tasks for a job family in succession. For each task, a team member selected the GWA that best captured the primary work activity present in the task statement.

Figure 3. GWA Assignment Interface



Analysts needed to deconstruct each task statement to identify the core activity data, enabling assignment to the most appropriate GWA. Task statements provide a wealth of information, but a GWA assignment needed to be based primarily on activity data. For each task statement, analysts needed to: a) Distinguish between activity data and supplemental information, and b) Identify the *primary* activity among potentially multiple activities found in a task statement.

Although task statements vary in structure, they may include (in addition to an activity statement) purpose clauses (e.g., "to determine specifications"), tools and technology (e.g., "using hand tools or power saws"), or exemplar clauses (e.g., "such as updating records"). Although this supplemental information is informative, especially in later task clustering steps, GWA assignment is based on the commonality between task activity data and respective GWAs.

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Similarly, many task statements refer to multiple activities, which take several forms: A sequence of activities on a single object (e.g., test and adjust equipment), related activities performed on different objects (e.g., position work pieces and start equipment), or contrasting methods (e.g., remove work pieces manually or operate equipment to remove work pieces). However, the GWA assignment interface allowed for a single task-GWA assignment, so analysts needed to determine the *primary* activity in a task statement and make a GWA assignment based on that activity. (Focusing on a single activity in a task statement at this stage did not preclude the utilization of the additional activity data. See Section IV for an explanation of multiple linkage identification.)

The GWA selections for all team members were recorded; thus there were three or four selections for each GWA-task assignment. These data were then imported into an online spreadsheet that would become the primary working file for the remainder of the DWA development process. Since the tasks were organized within job families, the task assignment process produced 22 working files, one for each job family.

The next step was to achieve consensus on whether the initial task-GWA assignments were the most appropriate and whether tasks within a bucket were similar. In each job family, a certain percentage of tasks had already achieved consensus—all team members independently assigned a given task to the same GWA. To resolve differences in task-GWA assignment, team members collaboratively decided where the remaining tasks belonged.

The online spreadsheets (one for each job family) were set up to facilitate the organization and achievement of consensus decision making. First, consensus tasks were separated from disagreement tasks (see Figure 4 for an example worksheet); if all but one team member agreed on a GWA-task assignment, the task was considered "in consensus." The "majority rule" was followed in this case because this was just a first pass and all tasks would be inspected very closely and reassigned as necessary in later steps.

For example, of the 1,683 tasks linked to the job family *Healthcare Practitioners and Technical*, 1,277 were assigned to a GWA by consensus or majority rule during the initial GWA-task assignment step. Each of these 1,277 tasks was then distributed to one of the 41 worksheets corresponding to the GWAs and set aside for later consideration. The remaining 406 tasks in this job family were placed in a separate worksheet for immediate attention. The team members then discussed the proper GWA assignment for each of these tasks until they reached consensus. These tasks were then moved to the appropriate GWA worksheets. At this point, all 1,683 tasks for this job family were filed in one of the 41 GWA worksheets.

The rational task clustering method is based on evaluation of the entire meaning of a given task statement (including work activity, purposes, context and technology). The tasks were grouped based on this broad meaning sense, using the existing GWAs as a framework. The most important goal was to group all tasks with similar meanings into logical clusters. Then, the

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specifics of each task statement were considered to further sort the groups into similar work activities at the level of specificity needed to write informative and useful DWAs.

Figure 4. Screenshot of *Disagree* Worksheet for Job Family *Transportation and Material Moving*

	A	B	C	D	E	F	G	H	I	J	K	L
1	OccpID	O*NET-SOC Title	TaskID	Task	Task Type	Green?	R1	R2	R3	Prosp. Rev. ID	Final Rev. ID	Comments (Rd. 1)
2	53303100	Driver/Sales Workers	3162	Review lists of dealers, customers, or station drops and load trucks.	Supplemental	No	8	1	39	1	1	MH: Agree. DS: Agree.
3	53602100	Parking Lot Attendants	3197	Review motorists identification before allowing them to enter parking facilities.	Supplemental	No	8	9	3	1	1	AK: I see this as getting info (1) I DS: Same page.
4	53103100	First-Line Supervisors of Transportation and Material-Moving Machine and Vehicle Operators	8589	Review orders, production schedules, blueprints, or shipping or receiving notices to determine work sequences and material shipping dates, types, volumes, or destinations.	Core	No	8	7	39	1	1	MH: Agree. DS: Agree
5	53604100	Traffic Technicians	8635	Study factors affecting traffic conditions, such as lighting or sign and marking visibility, to assess their effectiveness.	Supplemental	No	1	3	6	3	1	MH: I think this is higher level tha DS: I prefer 1 or 9. Is it too analy
6	53604100	Traffic Technicians	8643	Study traffic delays by noting times of delays, the numbers of vehicles affected, and vehicle speed through the delay area.	Supplemental	No	1	24	9	1	1	MH: Fits with 8635. DS: Agree

Note: *OccpID*=Occupational ID. *Task Type*: All O*NET tasks are designated as either *Core* or *Supplemental* to the performance of the occupation.[4] *Green?* Identifies either newly-developed "green" tasks or tasks associated with Green Increased Demand Occupations or Green Enhanced Skills Occupations. *R1, R2, R3*=rater IDs for team members in initial GWA-task assignment teams. *Prosp. Rev. ID*= the prospective revised GWA ID proposed by primary team member for the respective task. *Final Rev. ID*=the final revised GWA ID for the task, agreed upon by all team members. *Comments (Rd. 1)* is one of up to eight comments columns team members used to discuss GWA-task assignments.

Task Clustering Step 3: Within-GWA Clustering

Dividing the hundreds to thousands of tasks within each job family among the 41 GWAs greatly simplified the development process, and some work activity themes began to emerge right away with a review of the GWA worksheets. In general, this initiated the most intellectually intensive and collaborative phase of the DWA development project for several reasons.

First, tasks within any given job family were not distributed evenly across the GWA buckets. GWAs loosely correspond to the Data-People-Things model (U.S. Department of Labor, 1991): the first 15 GWAs (4.A.1.a.1 through 4.A.2.b.6) generally lean toward *data*, the next 9 GWAs (4.A.3.a.1 through 4.A.3.b.6) deal with *things*, and the remaining 17 GWAs (4.A.4.a.1 through 4.A.4.c.3) are *people*-oriented. Many of the job families focus their activities on one of the three areas. The job family *Production* is *things*-focused—hundreds of tasks were assigned to GWAs 4.A.3.a.1 through 4.A.3.b.6. A large portion of the tasks in *Life, Physical and Social*

[4] *Task Type* is a useful secondary variable. The DWA project team modestly prioritized "Core" tasks over "Supplemental" tasks by attempting to limit the number of core tasks identified as outliers. Conversely, supplemental tasks were allowed to be identified as outliers more frequently. For example, a cluster initially composed only of supplemental tasks was often removed or revised to include more core tasks.

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Sciences ended up in the *data* GWAs, and tasks for *Sales and Related* were often assigned to *people* GWAs. This often resulted in very large clusters of tasks assigned to a given GWA, requiring extensive subdivision.

Second, the GWA framework is composed of generally defined descriptors, since they were designed to apply to multiple occupations. Thus, it was important to ensure that specific task statements were linked to the correct GWA descriptor.

Finally, rational judgment procedures are subject to evolving interpretations, or mental models. As team members spent more and more time with rich data such as GWAs and task statements, their individual mental models changed and converged. Thus, perspectives toward the end of clustering were likely to be different than they were during GWA-task assignment.

As a result, this phase involved an extensive amount of clustering, GWA reassignment, and re-clustering, among other activities. It also involved lengthy discussion to reach consensus on GWA assignments and cluster composition.

To structure the within-GWA clustering, a seven-step process was developed (see Figure 5 for a screenshot of the worksheet for GWA 4.A.3.a.2 *Handling and Moving Objects* for the job family *Transportation and Material Moving*):

1. Each team member was assigned a subset of GWA worksheets for the initial organization and clustering. For the assigned subset, the team member began by reviewing the respective task statements and deconstructing them in the same manner as in the GWA assignment step—distinguishing activity data from supplemental data and identifying the primary activity in the task statement. Focusing on the primary activity, the team member decided whether a task actually belonged in a given GWA bucket or whether it would be a better fit elsewhere. If a task was not a good fit for the GWA, the team member identified a more appropriate GWA.

2. Team members then identified task statements with multiple activities. These task statements were flagged in the working files to ensure that, in later stages, all relevant task information would be linked to DWAs. In some cases this required a task to be linked to multiple DWAs.

3. After identifying poorly fitting tasks the team member began the process of clustering the remaining valid tasks. He or she coded highly similar tasks with the same identification numbers and also described the emerging themes for those groupings (using key words or complete phrases). For example, task statements relating to assembly would be coded as "1" whereas tasks involving installation would be coded as "2," and tasks relating to disassembly would be a "3," and so on. Once the initial coding was complete, the team member sorted the tasks by codes/themes, resulting in initial clusters. The team member then refined the cluster solution and themes by splitting or

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combining clusters and identifying any additional tasks that were no longer a good fit for the GWA grouping.

Figure 5. Screenshot of Task Clustering Worksheet for GWA *Handling and Moving Objects* for Job Family *Transportation and Material Moving*

	A	B	C	D	E	F	J	K	L	M	N
1	OccpID	O*NET-SOC Title	TaskID	Task	Task Type	Green?	DWA ID	Theme/Other Notes	Outlier?	Compound Task?	Comments (Rd 1)
2	53706200	Laborers and Freight, Stock, and Material Movers, Hand	10797	Set up the equipment needed to produce special lightng or sound effects during performances.	Supplemental	No	17.02	Assemble equipment			
3	53701100	Conveyor Operators and Tenders	10765	Join sections of conveyor frames at temporary working areas, and connect power units.	Supplemental	No	17.02	Assemble equipment		yes	
4	53501100	Sailors and Marine Oilers	14468	Break out, rig, and stow cargo-handling gear, stationary rigging, or running gear.	Core	No	17.02	Assemble equipment		yes	
5	53707300	Wellhead Pumpers	5017	Unload and assemble pipes and pumping equipment, using hand tools.	Core	No	17.02	Assemble equipment		yes	
6	53706400	Packers and Packagers, Hand	3218	Assemble, line, and pad cartons, crates, and containers, using hand tools.	Supplemental	No	17.02	Assemble equipment		yes	AK: Should be in 17. MH: Agree, I think. DS: Agree. 17.02?
7	53703200	Excavating and Loading Machine and Dragline Operators	30011	Create or maintain inclines or ramps.	Core	No	17.02	Assemble equipment			AK: A bad task but I think this should be in 17. MH: Agree. DS: Agree

Note: *Outlier* identifies tasks that don't belong in the respective GWA worksheet. *Comments (Rd. 1)* is one of potentially several comments columns team members used to discuss cluster assignments and composition.

4. Teams employed content criteria and cluster size criteria at this stage.

   - *Cluster Homogeneity*: This was the primary content criterion. As a group, the tasks within a cluster needed to robustly demonstrate a single activity theme. It was not sufficient for each task to somewhat relate to the activity theme; such a cluster would not be "tight" enough.

   - *Task-Cluster Fit*: Related to cluster homogeneity was the fit of a task with the activity theme demonstrated by the other tasks in the cluster. A task that did not fit strongly with the activity theme was moved to another cluster or identified as an "outlier."

   - *Cluster Uniqueness*: Clusters within each job family needed to be conceptually distinct from one another. Conceptually overlapping clusters were subject to an array of possible changes ranging from removal of individual tasks to the combining of clusters.

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- *Cluster Specificity*: The goal of DWA development was to generate activity statements that are more general than task statements but considerably more specific than GWAs. Overly specific clusters were combined with other clusters and overly general clusters were further subdivided.

- *Cluster Size*: DWA development teams were also given cluster size requirements. Clusters had to be composed of at least two tasks, but larger *target ratios* were also employed. Teams were to attempt to achieve clusters that linked to at least four tasks and at least three occupations. These target ratios were important for two reasons. First, a goal of the project was to use DWAs to link occupations through common activities; that goal cannot be fully achieved if many DWAs link to only one or two occupations. Second, the O*NET Database is a dynamic repository of task data that reflects changes in occupations and work processes, and tasks are occasionally removed, replaced, or revised to reflect those changes. As such, a critical mass of tasks is necessary to bolster a DWA against potential task removals in the future. If a cluster contained a single task, the task was moved to a different cluster or was categorized as *unassigned*. If clusters failed to meet the target ratios, team members looked for opportunities to combine these small clusters with other clusters. Small clusters that could not be combined were evaluated and retained if they were considered important and had potential for future growth.

5. Once all team members completed steps 1-4 for their subset of GWA worksheets, the other team members were given the opportunity to comment on each other's cluster solutions and make suggestions. Team members confirmed or disputed cluster homogeneity, task-cluster fit, and cluster uniqueness and specificity. They also discussed more appropriate clusters or GWA buckets for certain poorly-fitting tasks. This was a valuable step in the methodology. It allowed team members to gauge the mental models of their teammates, and to contribute perspectives and suggestions to clustering solutions and outlier decisions. This process, through multiple iterations, generated increasingly strong shared mental models of GWAs, clusters, and task language. It also ensured that each team member looked at all the tasks and all the clusters in a given job family.

6. Once each team member had reviewed all other team members' work, a designated team leader performed the administrative step of moving the tasks designated as poor fits to more appropriate GWA worksheets. Next, another round of independent cluster refinement was conducted, followed by collaborative review and refinement.

7. Step 5 was often repeated several more times until the team decided to transfer all the cluster data from the 41 separate worksheets to a single cluster worksheet. The clusters were reviewed and refined at this point as a single grouping corresponding to a particular job family, rather than to an individual GWA. All team members inspected each cluster for homogeneity and the fit of each task within the cluster. There was also

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an initial evaluation of cluster specificity and cluster overlap; these criteria were addressed more intensively after DWAs were written.

DWA Statement Writing

Once all team members were satisfied with the clusters and their composition, they wrote simple declarative statements to reflect the activities present in the linked tasks. Task clustering and DWA writing were steps in a continuous process. Thus, each team was responsible for both task clustering and DWA writing for their assigned sets of tasks.

Following the standard collaborative pattern, each team member was responsible for drafting initial DWA statements for a subset of task clusters. The finalized task clusters were distributed evenly among the team members, who wrote a single declarative activity statement for their assigned task clusters according to the DWA style guide below. Once draft DWAs were written, they were reviewed and revised collaboratively by the team, all in a single online worksheet. Comments and suggested revisions were captured in a series of *Comments* columns in each worksheet; four to six columns worth of comments were often necessary to resolve DWA revisions.

DWA writing standards were developed and included the following:

1. **Use one major activity verb per DWA. Start the DWA with this verb.**
2. **The verb form should be third-person, present-tense plural.**
3. **Use as few nouns as possible while still being specific. For example, it might be necessary to refer to clients and customers (rather than just people). Use *or* rather than *and* for cases with multiple object nouns.**
4. **Use nouns that are specific to the job family being addressed, but neither too specific nor too general. *Equipment* is too general, *laser surgery robots* is probably too precise; *medical treatment equipment* may be just right. A noun should not refer to something used in only one specific occupation within the job family.**

DWA Writing Standards, continued:

5. Use adjectives to modify nouns for occupational clarity as needed.

6. Avoid exemplar clauses (e.g., *"such as"*, *"including"*) except when absolutely necessary.

7. Use purpose ("to") clauses only as needed. Purpose statements can be essential qualifiers, however. Incumbents in different occupations may actually perform the same activities, but the purposes will differ. Different purposes may imply different knowledges and/or skills so that the purpose, itself, becomes relevant to the end-user. However, there are cases where the DWA can be re-written to retain the qualifier. "Analyze legal or regulatory changes to determine impact" can be re-written as "Analyze impact of legal or regulatory changes."

8. Aim for a moderate reading level, approximating an 8th grade reading level.[5]

(See Appendix B for DWA Writing Standards).

Once a team prepared and revised DWA statements for a job family, the team conducted an internal content review to address established criteria, cluster homogeneity, task-cluster fit, DWA specificity, and DWA uniqueness. Although all four criteria were regularly addressed, the emphasis at this stage was on DWA specificity and uniqueness. Task clusters may have been sufficiently specific and unique at the completion of clustering. However, the translation of a cluster theme into an activity statement creates new opportunities for specificity or uniqueness issues. Capturing in words the entirety of a task cluster can sometimes require more general language than desired. Thus, DWA specificity needed to be re-evaluated at this point. Likewise, word usage in a DWA statement may create more conceptual overlap among DWAs than exist in the task clusters themselves. To detect DWA conceptual overlap, teams reviewed the list of DWAs for a job family in isolation, with task and cluster data temporarily stripped from the worksheet.

The team then made more revisions if data failed these criteria. As in other stages of DWA development, this involved further cluster subdivision or cluster combination, as well as identification of poorly fitting task statements. DWA wording was also revised and fine-tuned at this stage. Once this was completed, the DWA data were submitted for quality control review.

DWA Content Review and Quality Control

The DWA project team employed a round-robin approach to DWA quality control (QC). Throughout DWA development, there were at least three development teams. This allowed rotation of one team's completed DWA data through content reviews by the two other teams.

[5] The DWA project team evaluated the reading level of an activity statement using the SMOG index whose core variable is the number of words with three or more syllables. The SMOG value was calculated using an online readability calculator: http://www.readability-score.com/ (WordsCount, n.d.). See McLaughlin (1969) for a statistical description of the SMOG index.

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After initial development was completed for a job family, the first QC team reviewed the data using procedures defined in a QC manual (see Appendix C for the Quality Control manual). If this team identified problematic data, they had the authority to revise the data without consulting the initial development team. The first QC team then reviewed their own revisions and submitted their data to a second QC team that reviewed the revised data and prepared the data for initial review by the National Center for O*NET Development. This round-robin approach allowed nearly all project team members to review DWAs and DWA-task links across the entire O*NET task database, facilitating the refinement and application of shared mental models and ensuring consistency of data and completeness of coverage.

Section IV: DWA Refinements

Once initial DWA development was complete, the DWA project team conducted several refinements and enhancements before proceeding to IWA development. The team identified DWAs that crossed job families, established multiple task-DWA linkages for compound tasks, and integrated a subset of legacy DWAs into the new DWA database. The following section describes these efforts.

Cross-Job Family DWAs

During the development process, the DWA project team observed that some identical or near-identical DWAs occurred across job families, providing an opportunity to link common activities among occupations found in different job families. This led to the development of cross-job family DWAs (see Appendix D for a presentation of Cross-Job Family DWAs).

Once the complete set of DWAs had been developed for the 22 job families, the DWAs were alphabetically sorted to identify identical and near identical DWAs. A project team member then conducted the following steps:

1. All identical DWAs were flagged.

2. Tasks linked to identical DWAs were reviewed and confirmed for cross-linking.

3. Near-identical DWAs were flagged.

4. Tasks linked to near-identical DWAs were closely reviewed to gauge the degree of overlap among tasks from different job families. If the task overlap was considered to be sufficient, the DWAs were flagged for revision.

5. The near-identical DWAs were then revised. Usually, one of the near-identical DWAs was chosen as the standard and the other DWAs were revised to duplicate the standard wording. Occasionally, all the DWAs were revised to a more general wording that fit all the linked tasks.

6. All tasks linked to the new larger, cross-family DWAs were reviewed for cluster homogeneity; the cross-family DWAs were revised as necessary.

7. Finally, confirmed revisions were entered into the DWA dataset for further development.

Multiple Linkage Identification

In an effort to capture as much activity data and produce as many DWA-task linkages as possible, tasks were evaluated to ensure that all activity data were linked to DWAs. Thus, in certain cases, tasks with multiple activities were linked to multiple DWAs. For example, the task *"Measure, cut and install tackless strips along the baseboard or wall"* could be linked to DWAs associated with: 1) Measurement, 2) Cutting materials, or 3) Material installation.

The DWA project team adjusted the development methodology for multiple linkages from the collaborative DWA development approach. As before, the work was broken up by job family: A task could be linked to as many as three DWAs, but only within a single job family. Given that DWAs were originally developed within job family, it seemed appropriate to restrict additional linkages to the original job family. Tasks with multiple activities were extracted from the larger dataset of tasks for each job family and were given to an analyst, who also had a list of all DWAs for that job family. Using the DWA list, the analyst recorded a second and, if necessary, a third DWA for each task. A first link had been established for each task during initial DWA development, based on what was determined to be the primary or most significant activity for the task. The analyst identified a second activity in the task and searched for a DWA in the reference list that adequately captured the activity. The same process was performed if the analyst identified a third activity. On occasion, the analyst determined that additional task activities would be linked to the same DWA as the primary activity, so no additional linkages were recorded.

Once the analyst completed all multiple linkages for a complete set of tasks for a job family, the file was passed on to a second analyst. This analyst reviewed all the linkages made by the first analyst. For each linkage, the second analyst could:

1. Confirm the choice of the first analyst,
2. Reject the choice of the first analyst and suggest an alternative DWA to link to, or
3. Reject the choice of the first analyst and argue for no second or third linkage

After the second analyst had completed his or her review and input, a third analyst then reviewed disagreements between the two analysts and selected the more suitable of the suggested DWA linkages. The analyst could also reject both choices, coming up with an alternative DWA linkage, or leaving the linkage cells blank. Analysts could discuss potential decisions with other analysts at any point in the process.

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Legacy DWA Integration

The existing ("legacy") DWAs provided an opportunity to validate the inductive development approach and fill in gaps in the new DWA database. Because the legacy DWAs were developed using a different method, comparing the new DWAs to legacy DWAs provided a measure of external validity. The DWA project team developed a method to compare the two sets of DWAs. In short, any legacy DWAs that did not have a corresponding match among the new DWAs could be considered for appropriation as new DWAs.

Legacy DWA Integration Steps:

1. The 2,164 legacy DWAs and the 2,069 new DWAs were alphabetically sorted in a single spreadsheet.

2. For each legacy DWA, the project team searched for a match among the new DWAs. 561 legacy DWAs were identified as potential mismatches.

3. The 561 potential mismatches were then collectively reviewed by the project team. Among these, a very large majority were eliminated from consideration for the following reasons:

    a. General coverage among new DWAs, despite no 1-to-1 wording match (e.g., "access media advertising services", "analyze recipes", and "design transporting processes")

    b. Too specific (e.g., "use object-oriented computer programming techniques", and "collect money from machines")

    c. Poor wording (e.g., "work as a team member", and "use densitometer")

    d. Obsolete (e.g., "type document from machine transcription")

    e. *Many were rejected for multiple reasons.*

4. This process reduced the set of mismatches from the initial 561 to 51.

5. To adhere to an inductive approach of linking each DWA to multiple tasks, any legacy DWAs identified for inclusion with the new DWAs had to link to multiple tasks and occupations. The project team searched the O*NET task database for tasks that could be linked to these 51 legacy *candidate* DWAs. Most of these candidates could not be linked to four or more tasks and three or more occupations. In other words, most of the DWAs without matches were too specific to be used with the current data set.

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6. This search resulted in a final set of 10 additional DWAs linked to a total of 46 tasks.

7. The appropriated legacy DWAs (see Table 5) were revised to conform to the project's criteria for style and structure.

8. The appropriated DWAs were given new ID numbers, and the DWA and linkage data were integrated into the main DWA database.

Table 5. Appropriated Legacy DWAs.

DWA Statement	# of tasks	# of occs
Evaluate training programs, instructors, or materials.	5	3
Draft legislation or regulations.	3	3
Estimate demand for products or services.	2	2
Cultivate micro-organisms for study, testing, or medical preparations.	3	3
Arrange childcare or educational settings to ensure physical safety of children.	3	3
Care for patients with mental illnesses.	4	3
Transcribe spoken or written information.	4	4
Adjust tuning or functioning of musical instruments.	7	2
Assemble precision electronics or optical equipment.	11	2
Braze metal parts or components.	4	3

The appropriation of so few legacy DWAs demonstrated solid external validity for the new DWA development methodology and results. That is, the new DWAs capture nearly all legacy DWA data. In addition, the process enabled the project team to fill in those few gaps on the DWA content domain. Appendix E provides a sample listing of finalized DWA statements.

Section V: IWA Development

The next phase in the Work Activities Project was to move further up the ladder of specificity. The DWA project team developed new DWAs to replace the legacy DWAs. Achieving greater specificity and a more consistent level of specificity at this level was a major goal of the project. Broadening the degree of cross-occupational linking was also a goal of the project, and the new DWA information provided an opportunity to accomplish this activity. The development of 332 IWAs expanded cross-occupational linking even further.

IWA Results Preview

This expanded cross-occupational linking can be demonstrated by previewing the resultant IWAs developed for two occupations—*Nanotechnology Engineering Technicians* and *Semiconductor Processors*—that fall under different job families (see Table 6).

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Table 6. IWAs Common to 17-3029.12 *Nanotechnology Engineering Technicians* and 51-9141.00 *Semiconductor Processors.*

Nanotechnology Engineering Technicians	Semiconductor Processors
Common IWA: Inspect completed work or finished products.	
Inspect nanotechnology work products to ensure quality or adherence to specifications.	Count, sort, and weigh processed items.
Common IWA: Measure physical characteristics of materials, products, or equipment.	
Assist nanoscientists, engineers, or technologists in processing or characterizing materials according to physical or chemical properties.	Measure and weigh amounts of crystal growing materials, mix and grind materials, load materials into container, and monitor processing procedures to help identify crystal growing problems.
Measure or report toxicity of engineered nanoparticles.	Count, sort, and weigh processed items.
Produce detailed images or measurement of objects, using tools such as scanning tunneling microscopes or oscilloscopes.	Inspect materials, components, or products for surface defects and measure circuitry, using electronic test equipment, precision measuring instruments, microscope, and standard procedures.
Common IWA: Assemble equipment or components.	
Assemble components, using techniques such as interference fitting, solvent bonding, adhesive bonding, heat sealing, or ultrasonic welding.	Align photo mask pattern on photoresist layer, expose pattern to ultraviolet light, and develop pattern, using specialized equipment.
	Etch, lap, polish, or grind wafers or ingots to form circuitry and change conductive properties, using etching, lapping, polishing, or grinding equipment.
	Mount crystal ingots or wafers on blocks or plastic laminate, using special mounting devices, to facilitate their positioning in the holding fixtures of sawing, drilling, grinding or sanding equipment.
	Place semiconductor wafers in processing containers or equipment holders, using vacuum wand or tweezers.
Common IWA: Adjust equipment to ensure adequate performance.	
Calibrate nanotechnology equipment, such as weighing, testing, or production equipment.	Set, adjust, and readjust computerized or mechanical equipment controls to regulate power level, temperature, vacuum, and rotation speed of furnace, according to crystal growing specifications.
Common IWA: Maintain operational records.	
Maintain accurate record or batch-record documentation of nanoproduction.	Maintain processing, production, and inspection information and reports.

These two occupations have several—primarily technical—activities in common. The common IWA statements provide a starting point for further comparison of specific tasks, as well as knowledges, skills, abilities, and work contexts.

IWAs bridge the content distance between DWAs and GWAs and complete the hierarchical work activities framework that extends from tasks to GWAs. The IWA development process was almost functionally identical to the DWA development process: Rational clustering followed by activity statement writing. During IWA development, DWAs were clustered just as tasks were clustered, and then IWA statements were written to capture the themes of the DWA clusters. IWA development did not differ much in terms of scope of the clustering effort. A single team of four analysts worked with 2,069 DWAs as input data. DWA development teams had worked within several job families that were composed of more than 1,000 tasks.

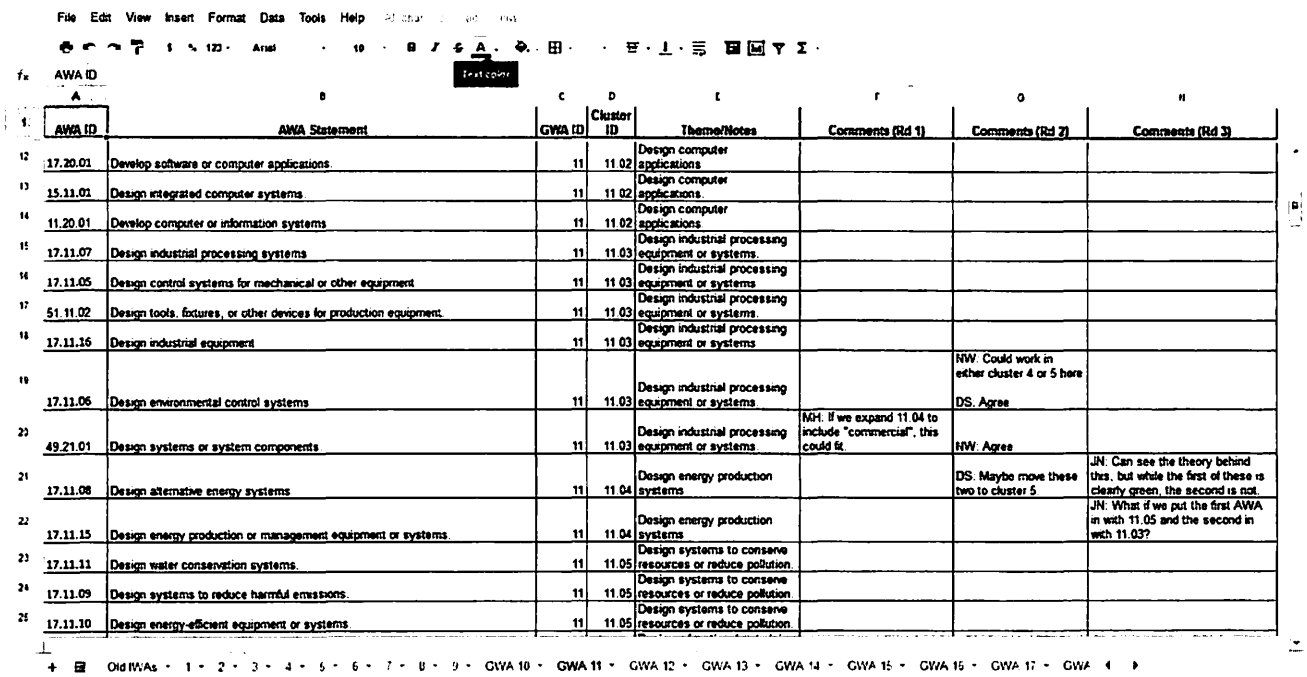
DWA Clustering

Just as with task clustering, the goal of DWA clustering was to incrementally group similar DWAs into increasingly smaller clusters until simple and unique work activity themes emerged that would reflect each of the DWAs in the respective clusters. The overall process of DWA clustering was nearly identical to task clustering. However, there were small differences in the initial steps. There were three major steps in the task clustering process: grouping tasks by job family, the assignment of tasks to GWAs, and finally the clustering of tasks within GWAs. Because IWAs are meant to cross job family boundaries, grouping DWAs by job family was unnecessary. In addition, DWAs were not assigned to GWAs in the same way that tasks were assigned to GWAs.

DWA Clustering Step 1: GWA Assignment

The DWAs were alphabetically sorted to facilitate assignment to GWAs. Although DWAs with the same activity verb were often assigned to the same GWA, this was not always the case (e.g., *prepare* DWAs could be assigned to a number of GWA buckets, as could *maintain* or *develop*, depending on the context of the DWA statement). In addition, about 25% of activity verbs were unique. Two analysts collaborated to initially assign DWAs to one of the 41 GWA worksheets in an online spreadsheet modeled after the worksheets used during task clustering (see Figure 6).

Figure 6. Screenshot of DWA Clustering Worksheet for GWA *Thinking Creatively.*



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fx AWA ID

	A	B	C	D	E	F	G	H
1	AWA ID	AWA Statement	GWA ID	Cluster ID	Theme/Notes	Comments (Rd 1)	Comments (Rd 2)	Comments (Rd 3)
12	17.20.01	Develop software or computer applications.	11	11.02	Design computer applications			
13	15.11.01	Design integrated computer systems.	11	11.02	Design computer applications			
14	11.20.01	Develop computer or information systems.	11	11.02	Design computer applications			
15	17.11.07	Design industrial processing systems.	11	11.03	Design industrial processing equipment or systems.			
16	17.11.05	Design control systems for mechanical or other equipment.	11	11.03	Design industrial processing equipment or systems			
17	51.11.02	Design tools, fixtures, or other devices for production equipment.	11	11.03	Design industrial processing equipment or systems.			
18	17.11.16	Design industrial equipment.	11	11.03	Design industrial processing equipment or systems			
19	17.11.06	Design environmental control systems.	11	11.03	Design industrial processing equipment or systems.		NW: Could work in either cluster 4 or 5 here DS: Agree	
20	49.21.01	Design systems or system components.	11	11.03	Design industrial processing equipment or systems.	NH: If we expand 11.04 to include "commercial", this could fit.	NW: Agree	
21	17.11.08	Design alternative energy systems.	11	11.04	Design energy production systems		DS: Maybe move these two to cluster 5	JN: Can see the theory behind this, but while the first of these is clearly green, the second is not.
22	17.11.15	Design energy production or management equipment or systems.	11	11.04	Design energy production systems			JN: What if we put the first AWA in with 11.05 and the second in with 11.03?
23	17.11.11	Design water conservation systems.	11	11.05	Design systems to conserve resources or reduce pollution.			
24	17.11.09	Design systems to reduce harmful emissions.	11	11.05	Design systems to conserve resources or reduce pollution.			
25	17.11.10	Design energy-efficient equipment or systems.	11	11.05	Design systems to conserve resources or reduce pollution.			

Old IWAs | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | GWA 10 | GWA 11 | GWA 12 | GWA 13 | GWA 14 | GWA 15 | GWA 16 | GWA 17 | GWA

DWA Clustering Step 2: Within-GWA Clustering

The GWA worksheets, each populated by DWAs, were then distributed equally among four analysts for initial clustering. The clustering of DWAs followed a similar set of steps as task clustering:

1. For each of the assigned worksheets, the analyst first confirmed or disconfirmed the initial DWA-GWA assignment. For a DWA statement considered to be a poor fit for a GWA, the analyst indicated a revised GWA assignment.

2. The analyst then clustered the remaining DWAs into groups reflecting similar work activity themes (see Figure 6). He or she coded similar DWAs with numerical identifiers and also described the emerging themes for these groups (using key words or complete phrases.) Once the initial coding was complete, the team member sorted the DWAs by codes/themes, resulting in initial clusters. The clusters were then refined through splitting or combining clusters and identifying additional poorly-fitting DWAs.

3. The DWA project team employed different cluster size criteria for DWA clusters than for task clusters. During task clustering, the project team employed both a hard minimum criterion of two tasks per cluster and a softer set of target ratios: Four tasks and three occupations per cluster. The project team retained the target ratios for DWA clustering but did not require DWA clusters to have at least two DWAs. An understandable byproduct of this hard minimum criterion in task

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clustering was a number of unassigned tasks. An equivalent byproduct during DWA clustering—that is, DWAs not linked to any IWAs—would create problems for database developers and administrators integrating the DWA-IWA hierarchy into existing databases of occupational information.

In a typical relational database, linkages are stored as homogenous parent-child relationships, but these unlinked DWAs would have a GWA "grandparent" without a corresponding IWA "parent." Most existing hierarchies such as the SOC (Standard Occupational Classification Policy Committee, 2010), the North American Industry Classification System (NAICS, 2012), and the O*NET Content Model deliberately avoid this problem by making sure each child has an immediate parent. Those systems add either one-to-one parent-child relationships or residual records if necessary to create a hierarchy without gaps in the intermediate levels. Between these options, the project team chose to add one-to-one parent-child relationships (hereafter, *single-DWA IWAs*). The project team decided that introducing residual IWAs (akin to SOC "All Other" occupations) would be misleading. IWAs are not meant to be a complete taxonomy covering the spectrum of all work activities, but an "All Others" class of IWAs would give that perception, creating an additional barrier to understanding and using IWA data.

Introducing single-DWA IWAs to cover what might otherwise be "unassigned" DWAs is not without hazards. Since they reflect a single DWA, such IWAs are likely to be more specific than IWAs linked to multiple DWAs. This has the potential for diluting the value of the discrete levels of specificity in the work activity database. However, during the IWA writing phase (see below) most single-DWA IWAs were rephrased in more general language to mirror that of conventional IWAs. In addition, new and revised tasks are regularly added to the O*NET database, which provides the opportunity to develop new DWAs. These future DWAs may in turn be linked to single-DWA IWAs, thus converting them to conventional IWAs. In essence, these single-DWA IWAs serve as a placeholder to which additional information *may* be added at a later date. (See Section IX for a description of future DWA and IWA development through the addition of new tasks to the O*NET database).

4. Once team members had completed steps 1-3 for their subsets of worksheets, other team members were given the opportunity to comment on each other's clustering decisions and to make suggestions. As in the DWA development phase, this was a valuable step, as it enhanced shared mental models of clusters and DWA language.

5. Once each team member had reviewed all other team members' work, the team leader performed the administrative step of moving DWAs designated as poor fits to more appropriate GWA worksheets. This was followed by another round of independent cluster refinement and then collaborative review and refinement again.

6. Step 5 was repeated several more times until the team decided to transfer all the cluster data from the 41 separate worksheets to a single worksheet. The clusters were then reviewed according to the same content criteria used during DWA development: a) Cluster homogeneity, b) DWA-cluster fit, c) Cluster uniqueness, and d) Cluster specificity. The first three criteria were applied in an identical manner as in DWA development: DWAs needed to be clearly homogenous, each DWA needed to fit well with other DWAs and the overall cluster theme, and each cluster needed to be unique from all other clusters. DWA cluster specificity was important but there was a notable difference from task clustering. Although the project team aimed for all clusters to demonstrate an activity theme that was more specific than the GWA it fell under and more general than its component DWAs, this was not always possible given that some clusters contained a single DWA. The appropriate level of specificity for these DWA clusters was addressed in detail during IWA writing below. Problematic clusters were then refined as before, by splitting or combining clusters or removing and relocating poorly-fitting DWAs.

IWA Statement Writing

After the team reached consensus on cluster composition, the approximately 330 DWA clusters were distributed equally among the four members of the IWA development team. Each team member independently drafted IWA statements using similar criteria used for DWA statement writing. These included using a single activity verb (in the plural infinitive form), minimizing object nouns, purpose, and exemplar clauses, and aiming for an 8th grade reading level (see Appendix B for IWA Writing Standards).

DWA clusters containing a single DWA presented a special case for IWA writing. As previously mentioned, DWA clusters of any size were permitted (although not preferred) to maintain the integrity of the hierarchical database. This resulted in 19 DWA clusters with a single DWA. The hierarchical framework for the Work Activities Project generally dictates that IWAs be more generally worded than DWAs. Faced with DWA clusters with only one DWA, the team successfully rephrased some DWA wording to more general language. For example, the DWA, *Secure watercraft to docks, wharves, or other vessels* became the IWA *Tend watercraft*. However, some IWAs retained the wording of the single DWAs linked to those IWAs. For example, the DWA *Train animals* could not be phrased both more generally and meaningfully and thus the IWA carries identical wording.

After IWAs were independently drafted, team members collaboratively reviewed and revised the draft IWA statements. Again, multiple rounds of comment and revision were necessary to achieve consensus. When complete, the team performed a final content review based on the standard content criteria: a) Cluster homogeneity, b) DWA-IWA fit, c) IWA uniqueness, and d) IWA specificity. At this stage, each DWA was evaluated for how well it fit not only with the cluster of other DWAs but also the concept expressed in the wording of the IWA statement. Likewise, IWA statements were evaluated for uniqueness. Occasionally, two or more IWA statements would overlap conceptually while their corresponding DWA clusters remained

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distinct; the distinction among clusters was not always so easily described. In these cases, the development team either identified more distinctive wording or combined the respective clusters. Finally, IWAs statements were reviewed to ensure that they were more specific than GWAs but more general than DWAs. As described above, single-DWA IWA statements presented a special challenge for achieving the appropriate level of specificity. A small number of these IWA statements could not be rephrased to achieve IWA-level specificity. Throughout this content review, the team continued to split or combine clusters and identify DWAs and tasks for relocation or removal to meet the content criteria.

Final Content Review and Quality Control

Once the IWA review was complete, all available data were compiled into a master spreadsheet for a final review. The spreadsheet was formatted in a hierarchical fashion (tasks nested within DWAs nested within IWAs) to enable reviewers to make a holistic review of the data. This included the highlighting of 2nd and 3rd task-DWA linkages. Although the multiple linkages had been reviewed before, the hierarchical formatting provided the first opportunity to review task clusters complete with 1st, 2nd, and 3rd linkages (previous spreadsheet formatting had not allowed for this). Furthermore, as described in the previous section, changes continued to be made on DWAs and task clusters even at the IWA stage in the process. The 2nd and 3rd linkages needed to be re-inspected to evaluate the impact of these recent changes.

Two team members reviewed each final task cluster and each final DWA cluster. There were two emphases for this content review: 1) Ensuring that 2nd and 3rd linkages fit with the primary linkages and also maintained cluster homogeneity, and 2) Ensuring that *task-IWA* linkages were appropriate. Earlier content review efforts evaluated task-DWA links and DWA-IWA links, but not task-IWA links to this degree. Simply put, a task might perfectly fit a DWA but could poorly fit an IWA. At this stage, any task determined to be a poor fit with either a DWA or an IWA was labeled as unassigned. These tasks joined those tasks that had been identified earlier as too idiosyncratic for linking to a DWA (see Results section for the number of unassigned tasks).

To complete quality control, missing or duplicate tasks were identified, and DWA and IWA coding and grammatical errors were corrected.

Once quality control was complete, the DWA project team applied a final numerical identification system to the DWA and IWA data. To reflect the parent-child relationships within the data, a hierarchical system was employed, leveraging the numbering of GWAs in the O*NET Content Model. Each IWA identifier starts with the 9-character Content Model ID of the parent GWA, followed by a period, the letter "I," and a two-digit incrementing number that identifies the IWA within that GWA. DWA identifiers start with their parent IWA identifier, followed by a period, the letter "D," and a two-digit incrementing number.

As an example, the IWA statement, *Administer diagnostic tests to assess patient health*, carries the ID 4.A.1.b.2.I01. This identifies the GWA *Inspecting Equipment, Structures, or Material* (4.A.1.b.2) and the IWA as 01. One of the child DWAs is 4.A.1.b.2.I01.D03, *Test patient vision*

(03). The IWAs are randomly ordered within each GWA, and likewise, the DWAs are randomly ordered within each IWA. Random ordering rather than conceptual ordering allows for future IWA and DWA additions without disrupting the numbering system.

Section VI: Results

The Work Activities Project produced two new sets of activity statements that are successfully integrated into the existing O*NET job descriptor framework. The DWA project team began with the full database of 19,450 tasks in the O*NET 18.0 Database, spread across 974 occupations. Using the rational clustering method, analysts generated 2,069 new DWA statements (see Appendix E for a sample listing of DWA statements). The project team then rationally clustered the DWA statements to generate 332 IWA statements (see Appendix F for a sample listing of IWA statements).

The DWAs demonstrated reasonable cross-occupational commonality within job families. There were 10.98 task linkages per DWA, and 8.29 occupation linkages per DWA (see Table 7). There was some degree of variation in these statistics across job families (see Appendix G). Notably, the job family *Education, Training, and Library* skews high because of a very high number of identical or nearly identical tasks across many educational occupations. Otherwise, larger job families generally had higher task per DWA and occupation per DWA ratios.

To capture as much activity data from tasks as possible, the DWA project team linked some tasks to multiple DWAs. As can be seen in Table 7, primary ("1st") linkages accounted for most (81%) of the 22,714 task-DWA linkages. Six percent of tasks were not assigned to a DWA. This was in line with expectations. A modest portion of tasks are idiosyncratic and specific to a particular occupation. Others shared some commonality with other tasks, but led to weak, overly general DWA statements that were later dissolved.

Table 7. DWA Development Results

Number of occupations	974
Number of tasks	19,450
Number of DWAs	2,069
Task linkages per DWA	10.98
Occupations per DWA	8.29
No. of task-DWA linkages	22,714
Number of 1st linkages	18,291
Number of 2nd linkages	3,851
Number of 3rd linkages	572
Number of unassigned tasks	1,159

In contrast to the DWA results, IWAs naturally produced much larger task and occupation ratios (see Table 8). In effect, the 6.23 DWA-per-IWA ratio served as a multiplier. These data

demonstrate support for the goal of IWA development in making linkages among occupations. Moreover, each IWA was linked to a median of three job families (15 IWAs were linked to ten or more job families). Thus, IWA development generally achieved broad cross-occupational linkages. However, some activities are specific to job families: 53 of 332 IWAs linked to only one job family. Appendices H, I, and J illustrate different data presentations of a subset of work activities, organized by either GWA or occupation. Appendix H presents the GWA-IWA-DWA-Task linkages for GWA 4.A.4.a.7: Resolving Conflicts and Negotiating with Others. Appendix I provides the same information, presented in a hierarchical fashion. Appendix J shows a sample list of the work activities for a single occupation: Printing Press Operators.

Table 8. IWA Development Results

Number of IWAs	332
Tasks per IWA	66.36
Occupations per IWA	43.86
DWAs per IWA	6.23
Median job families per IWA	3

Finally, the DWA project team established and generally met a moderate reading level standard. The DWAs and IWAs were at an average 8th grade reading level, although three of the more technical job families produced DWAs with reading levels at the 10th grade or above. For a tabled presentation of the detailed statistics of the results, see Appendix K. Note that information about Green DWA Development can be found in Appendix L.

Section VII: Discussion

The revamped work activities database improved the DWA database on four characteristics: 1) Relevance, 2) Completeness, 3) Formatting, and 4) Specificity.

1. *Relevance.* The new DWA database is more relevant because it reflects the new and revised tasks present in an updated version of the O*NET task database. In particular, the most recent O*NET versions include tasks linked to new and emerging occupations and green occupations. The new and emerging occupations have arisen in high growth industries such as healthcare and in technical fields like geospatial technology, biotechnology, and nanotechnology. Table 9 presents some examples of new DWAs that reflect the tasks written for these new and emerging occupations. The DWA project team further enhanced green relevance by developing green DWAs through a parallel development process (see Appendix L).

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Table 9. DWAs Reflecting Updated Task Content

Research human performance or health factors related to engineering or design activities.
Conduct climatological research.
Identify new applications for existing technologies.
Conduct validation tests of equipment or processes.
Calculate geographic positions from survey data.
Conduct financial or regulatory audits.
Analyze test or validation data.
Analyze logistics processes.
Analyze website or related online data to track trends or usage.
Develop emergency response plans or procedures.
Develop treatment plans that use non-medical therapies.
Develop business or financial information systems.
Establish nursing policies or standards.
Operate precision equipment to control microscopic or nanoscopic processes.
Maintain regulatory or compliance documentation.
Collaborate with healthcare professionals to plan or provide treatment.
Assist engineers or scientists with research.
Communicate health and wellness information to the public.
Administer blood or other fluids intravenously.
Treat patients using alternative medical procedures.

2. *Completeness.* The new framework is more complete for two reasons. First, the DWAs (and by extension, the IWAs) were developed from current O*NET tasks, which are among the most frequently updated data domains in the O*NET Content Model. Second, the two-level framework provides substantially more data that is both more specific and more general. It more systematically covers much of the same work activity content of the previously developed DWAs, and goes beyond. The new framework is also more fully integrated with related data in the O*NET Content Model. The old DWAs were linked only to GWAs and not to tasks. The new framework links tasks to DWAs to IWAs to GWAs. This larger framework should better facilitate occupational exploration through multiple entry points.

3. *Formatting.* The Work Activities Project greatly improved formatting. All DWAs and IWAs are now single activity statements. Clear, specific, active verbs are now universal. Verbs like *use*, *follow*, and *recognize* were avoided in favor of verbs like *operate, investigate*, and *measure*.

4. *Specificity.* The new framework produced DWAs that are consistently more specific. The vagueness found in many of the very general existing DWAs is no longer a problem.

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Section VIII: Application of Revised DWA Data

The new work activities framework expands the potential applications of work activities data in two ways. First, as previously stated, the improved relevance of the revised DWAs improves access to information about high growth and emerging occupations. Second, the development of IWAs and the integration of work activity data (linking of tasks to DWAs to IWAs to GWAs) improve the overall applications of work activities data.

When DWAs were originally developed for use with O*NET, there were a number of purposes cited for their development, such as career exploration, resume-building, skills gap analysis, work requirements profiling, and unification of industry sector skill standards. The inclusion of IWAs and the integrated framework more effectively achieves these goals. For example, the integrated work activity database enables multiple points of entry in career exploration. This is especially important for displaced workers to analyze the transferability of their skill sets, as well as for resume-building.

The more detailed structure of cross-occupational correspondence also benefits employers who, like job seekers, can use the new DWAs and IWAs to analyze skill gaps and use the profile of work requirements to write job orders or position descriptions. Finally, by standardizing work activity style and structure, there is a more defined common language of cross-occupational activity that can serve as a basis for unifying industry skills.

Thus, the Work Activities Project has addressed a number of established needs. At the same time, it addressed some newer issues such as the need to represent the greening of the workforce and the need to identify ways to help in the job placement of veterans returning from active military duty. It also occurs in the context of an increasingly unstable workplace in which re-skilling can be frequent and in which various industries often change the numbers and skills of workers they need. These DWAs can address new skills and technologies that have not previously been in great demand in the workplace but for which training and skill standards are now needed.

Section IX: Future Development and Enhancements

This report asserts that occupational data need to be dynamic to encompass and adjust to dynamic conditions in industries and economies. Besides being an exhaustive repository of occupational information, the O*NET database is intended to be dynamic via regular updating and revisions. The National Center for O*NET Development conducts multiple programs to refine occupational data and to reflect the current and emerging world of work. Job incumbents and occupational experts are regularly surveyed regarding the importance and relevance of, and the frequency with which they perform the tasks listed for an O*NET-SOC occupational title. The results of these surveys determine whether the respective tasks are retained, revised, or removed from new versions of the O*NET Database.

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In addition, the National Center for O*NET Development continues extensive research into the occupational implications of technological changes in a number of in-demand industry clusters, such as healthcare, green, and biotechnology. These changes will continue to affect the database of tasks that is the foundation of work activity statements. Naturally, changes to tasks may have an impact on both the DWA and IWA data. There are several potential changes that could affect these data:

1. Outdated tasks: Tasks considered by respondents to be low on importance or relevance=are removed from the database.

2. Tasks may undergo significant conceptual revisions, or compound tasks may be split into two or more new tasks.

3. New tasks are added to reflect changing technology, work processes, or contexts.

Task removal or conceptual revision are the primary reasons that the four-task criterion was established—so that DWAs do not need to be removed as a result of a task removal.

However, there may still be task changes that require a revision in DWA and IWA data. The National Center for O*NET Development will establish a standard process for cataloguing the task changes as they relate to work activities data, and for making changes—deletions, revisions, or additions--in DWA and IWA data. The process will follow these general steps:

1. After the incumbent and occupation expert surveys are completed and task change decisions have been made (but prior to publication of a new version of the O*NET database), the Work Activities Project team will review the catalogue of task changes (there are approximately 150 task changes with each new version, of which 40-60 are substantive and could have an impact on work activities data).

2. The project team will identify DWAs linked to removed or revised tasks and collaboratively determine if the changes require the removal or revision of a DWA and in some cases an IWA (or no change at all). If a revised task no longer fits with a DWA, the list of DWA statements will be reviewed to determine if the task can be linked to a different DWA. If it cannot be, it will be tentatively added to the pool of unassigned tasks.

3. The task additions will be reviewed to determine if they can be linked to existing DWAs. If they cannot be, they will likewise be tentatively added to the pool of unassigned tasks.

4. The current pool of unassigned tasks will be reviewed to determine if the task additions would help support a new DWA (multiple new task additions could even support a new DWA on their own). For example, the pool of unassigned tasks may contain two related healthcare tasks that did not have critical mass to form a DWA. One or more new

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healthcare tasks, if conceptually similar, could provide the critical mass necessary for DWA status.

5. Before any new DWAs are added to the database, they will be reviewed against the standard content criteria.

6. If the new DWAs meet these criteria, the project team searches for an IWA to which to link the DWA. If no IWA encompasses the activity theme in the DWA, the DWA will be evaluated to determine if it is acceptable as a single-DWA IWA. If the activity theme is not considered important or valuable, the task cluster will be disaggregated and all tasks will be entered into the pool of unassigned tasks.

7. If the DWA is linked to an IWA or considered as a single-DWA IWA, the DWA will be given a unique ID, and corresponding task and linkage data will be recorded in the work activity and O*NET database.

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Appendix A. O*NET Generalized Work Activities

GWA ID	GWA Descriptor
4.A.1.a.1	Getting Information
4.A.1.a.2	**Monitor Processes, Materials, or Surroundings**
4.A.1.b.1	Identifying Objects, Actions, and Events
4.A.1.b.2	**Inspecting Equipment, Structures, or Material**
4.A.1.b.3	Estimating the Quantifiable Characteristics of Products, Events, or Information
4.A.2.a.1	**Judging the Qualities of Things, Services, or People**
4.A.2.a.2	Processing Information
4.A.2.a.3	**Evaluating Information to Determine Compliance with Standards**
4.A.2.a.4	Analyzing Data or Information
4.A.2.b.1	**Making Decisions and Solving Problems**
4.A.2.b.2	Thinking Creatively
4.A.2.b.3	**Updating and Using Relevant Knowledge**
4.A.2.b.4	Developing Objectives and Strategies
4.A.2.b.5	**Scheduling Work and Activities**
4.A.2.b.6	Organizing, Planning, and Prioritizing Work
4.A.3.a.1	**Performing General Physical Activities**
4.A.3.a.2	Handling and Moving Objects
4.A.3.a.3	**Controlling Machines and Processes**
4.A.3.a.4	Operating Vehicles, Mechanized Devices, or Equipment
4.A.3.b.1	**Interacting With Computers**
4.A.3.b.2	Drafting, Laying Out, and Specifying Technical Devices, Parts, and Equipment
4.A.3.b.4	**Repairing and Maintaining Mechanical Equipment**
4.A.3.b.5	Repairing and Maintaining Electronic Equipment
4.A.3.b.6	**Documenting/Recording Information**
4.A.4.a.1	Interpreting the Meaning of Information for Others
4.A.4.a.2	**Communicating with Supervisors, Peers, or Subordinates**
4.A.4.a.3	Communicating with Persons Outside Organization
4.A.4.a.4	**Establishing and Maintaining Interpersonal Relationships**
4.A.4.a.5	Assisting and Caring for Others
4.A.4.a.6	**Selling or Influencing Others**
4.A.4.a.7	Resolving Conflicts and Negotiating with Others
4.A.4.a.8	**Performing for or Working Directly with the Public**
4.A.4.b.1	Coordinating the Work and Activities of Others
4.A.4.b.2	**Developing and Building Teams**
4.A.4.b.3	Training and Teaching Others
4.A.4.b.4	**Guiding, Directing, and Motivating Subordinates**
4.A.4.b.5	Coaching and Developing Others
4.A.4.b.6	**Provide Consultation and Advice to Others**
4.A.4.c.1	Performing Administrative Activities
4.A.4.c.2	**Staffing Organizational Units**
4.A.4.c.3	Monitoring and Controlling Resources

Appendix B. DWA and IWA Writing Standards

The writing standards for Detailed Work Activity (DWA) and Intermediate Work Activity (IWA) statements are very similar: Simple, declarative statements that make use of activity verbs as the primary method to distinguish among activity statements. Object nouns are important modifiers in both types of statements while adjectives and purpose statements should be used conservatively.

However, because the two types of work activity statements operate at different levels of specificity, adjectives and purpose statements are more necessary for writing DWAs. This appendix presents the writing standards for DWAs followed by those for IWAs.

Detailed Work Activity Statement Standards

Primary Characteristics

A DWA statement will:

1. Describe an activity performed by incumbents in multiple occupations within a job family.

2. Be less specific than an individual task for an individual occupation, but will still be related to the specific types of occupations in the job family being addressed (e.g., medical job families will have DWAs that are medical in nature).

3. Be very clear about the activity the incumbent is performing. You should be able to visualize what is done. "Lift patients" is clear; "Respond to emergencies" is not.

4. Apply to more than one occupation in a job family, but not necessarily (in fact, not generally) to all of them.

DWA Components

Verbs

Use one major activity verb per DWA. Start the DWA with this verb.

Verb form should be present tense, plural to imply "incumbents" (e.g. "prepare," "repair")

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Nouns

Use as few nouns as possible while still being specific. For example, it might be necessary to refer to clients and customers (rather than just people). If there are occasional cases where the multiple nouns would require different verbs, this likely requires further cluster subdivision.

Use nouns that are specific to the job family being addressed, but neither too specific nor too general. "Equipment" is too general, "laser surgery robots" is probably too precise; "medical treatment equipment" may be just right. Choose nouns that are cross-occupational but still make clear the kind of work performed in the given job family. A noun should not refer to something used in only one specific occupation within the job family. When possible, use a general category noun rather than a list of related objects.

Adjectives

Adjectives will be needed to modify nouns when occupational clarity is needed. Use as few as possible to obtain the degree of precision needed to represent the tasks and occupations within the job family. Again, aim for too much specificity, rather than too little; it's easier to remove detail later than to add it.

Purpose Statements

These are "to" or "for" phrases. Repair medical equipment *to ensure proper functioning*. This is the *why* of the activity statement. Sometimes it will be implied, as in "Develop program goals or plans."

Purpose statements can be essential qualifiers and help make DWAs applicable to specific job families. Incumbents in different job families or occupations may actually perform the same activities, but the purposes will differ. Different purposes may imply different knowledges and/or skills so that the purpose, itself, becomes relevant to the end-user. For example, there's an essential difference between "Tighten screws to secure brackets" and "Tighten screws to secure titanium knee joints." Both use screwdrivers, but the training and knowledge required for one is far greater than the other.

However, there are cases where the DWA can be re-written to retain the qualifier. "Analyze legal or regulatory changes to determine impact" can be re-written as "Analyze impact of legal or regulatory changes."

Intermediate Work Activity Statement Standards

Primary Characteristics

An IWA statement will:

1. Describe an activity performed by incumbents in multiple occupations. These occupations may be within a single job family but are commonly in multiple job families.

2. Usually be less specific than a DWA statement but more specific than a generalized work activity (GWA) descriptor. In other words, an IWA should be more generally-worded than the DWAs that are linked to it, and more specific than the GWA that it links to. In order to accommodate single-DWA IWAs (i.e., IWAs composed of a single DWA), some IWAs may be at the same level of specificity as the child DWA. However, an IWA cannot be more specific than a DWA.

3. Be very clear about the activity the incumbent is performing. You should be able to visualize what is done. "Design structures or facilities" is clear; "Apply engineering principles" is not.

IWA components:

Verbs

Use one major activity verb per IWA. Start the IWA with this verb.

Verb form should be present tense, plural to imply "incumbents" (e.g. "prepare," "repair")

Nouns

Although activity verbs are the primary means of distinguishing among IWAs, object nouns are important qualifiers for IWA statements with common verbs. For example, cleaning tools and work areas is a distinct activity from cleaning work pieces or finished products. However, use as few nouns as possible; it is preferable to use a general category noun rather than a list of multiple objects.

Adjectives

Adjectives should be used less for IWA statements than for DWA statements. Adjectives are sometimes necessary to make distinctions within job families. More broad IWA statements have a smaller need for modifiers. However, adjectives may be useful to distinguish otherwise similar or overlapping IWA statements, and to achieve maximum clarity. Nevertheless, use as few as possible to obtain the necessary degree of precision.

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Purpose Statements

Again, the purpose almost always begins with a "to" or a "for," such as "Interview people *to obtain information*." Purpose statements should be used even less at the IWA level than should adjectives. Whereas adjectives are useful for distinguishing among work activity statements *and* for improving clarity of meaning, purpose statements are primarily a means to distinguish work activity statements. Because a goal of IWA development is to link occupations across job families, the greater distinction that purpose statements provide is not as necessary. Any prospective purpose statements should be evaluated closely to ensure that they are providing the necessary distinction among IWAs.

Appendix C. Content Review and Quality Control Process

Step 1: DWA Homogeneity Review (Required)

- Examine each cluster to determine its homogeneity. Tasks in each cluster should involve similar activities, levels of activity and purposes.
- Develop clusters that are very homogenous, as it will be easier to collapse clusters at the conclusion of the project if needed.
- Indicate High, Medium, or Low homogeneity for each cluster.
    - For High clusters, no further action is needed.
    - To address problematic clusters - those with either medium or low levels of homogeneity - you should:
        - Examine the DWA statements to ensure they are inclusive of all of the tasks in the cluster. If this is not the case, a task or set of tasks can be removed or the DWA can be revised to be inclusive. "Peripheral" or "Supplemental" tasks can be easily removed from clusters. Keep "Core" tasks within a cluster, when possible.
        - When a task does not fit well in terms of cluster homogeneity, conduct searches to find similar tasks or more appropriate DWAs elsewhere, particularly for tasks that are "Core" or "Green."
    - For clusters rated as Medium or Low, examine the tasks to determine if the homogeneity can be increased by the removal of a task or a set of tasks, or by splitting the cluster into smaller subclusters of tasks. If so, note suggested changes. Clusters with medium homogeneity will be retained within the final product, but efforts should be made to improve their homogeneity. If not, these Low homogeneity clusters will be reviewed again at the conclusion of the QC process. Clusters that demonstrate Low homogeneity and cannot be fixed will not be retained.

Step 2: Edit DWA Statements (Required)

- Check spelling, punctuation, and style of DWA statements, and make revisions as necessary.
    - Review statements for proper structure (verb followed by noun) or (verb followed by noun and purpose).
    - Verbs should be in the infinitive form.
    - Nouns should be in the plural form.
    - Check for verb-noun agreement.
    - Check for other grammatical errors.
    - Statements end in a period.
    - Statements start with a capitalized verb.
    - No characters such as "/" or "–" in the statements.
    - Although multiple objects are permitted, multiple verbs are not.
    - Use "or" rather than "and" when multiple objects are used.

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- DWA statements should not contain exemplar clauses (e.g., "such as..." or "including...").
- Check and record the reading level of each DWA statement using the SMOG index. Consider alternate word choices to keep DWA reading level at or below the 8th grade level.

Step 3: DWA Uniqueness and Specificity Review (Required)

- DWA Uniqueness
  - Examine all DWA statements to ensure they are distinct from other DWA statements.
  - Where there are similarities, you may choose to:
    - Consider rewriting DWA statements to make them more distinct in cases where the tasks are significantly different between the clusters.
    - Where the tasks are not significantly different, consider combining the clusters into one, represented by a single DWA statement.
- DWA Specificity
  - Favor specificity over generality in composing a DWA statement.
  - Review DWA statements to ensure that they are more specific than the GWAs to which they are linked, and more general than the tasks they represent. Note potential problems.
  - Verify that the specificity "gap" between DWAs and GWAs leaves room for IWAs. Indicate where problems are suspected.

Step 4: Outlier, a Green Task and Multiple Link Reviews (Required)

- Examine outlier tasks to determine whether they can be placed into a cluster without affecting that cluster's quality. It is more important for core tasks to be placed in clusters than it is for non-core tasks. However, do not force any task into a cluster. Outliers are acceptable when there is not another alternative.
- Examine green tasks by sorting them into independent groups and evaluating whether they can be used as part of independent green clusters in addition to the standard cluster solution.
- If tasks have been identified as being linked with multiple DWAs, identify each link to ensure that it is appropriate for that task.

Step 5: Basic File Review (Required)

- Check for missing tasks. All tasks in the original file should be present in the final file.
- Count the total number of clusters and calculate average number of tasks per cluster. There should be at least four tasks per cluster; less stringent rules may be applied to green clusters.
- Count the number of occupations per cluster, and calculate the average number of occupations per cluster. There should be at least three occupations per cluster; fewer occupations may be acceptable for green clusters.
- Sort the file by task and highlight duplicates. Ensure that no duplicate tasks are assigned to different clusters.
- Ensure there is a final DWA for each cluster.

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Appendix D. Cross-Family DWAs

DWA ID	DWA Statement	# of Families	Families	
4.A.1.a.1.I03.D04	Investigate legal issues.	2	13 - Business and Financial Operations	21 - Community and Social Service
4.A.1.a.1.I23.D01	Interview employees, customers, or others to collect information.	2	11 - Management	43 - Office and Administrative Support
4.A.1.a.2.I01.D05	Monitor equipment operation to ensure proper functioning.	2	43 - Office and Administrative Support	51 - Production
4.A.1.a.2.I05.D01	Monitor patient progress or responses to treatments.	2	29 - Healthcare Practitioners and Technical	31 - Healthcare Support
4.A.1.a.2.I11.D04	Monitor organizational compliance with regulations.	2	11 - Management	13 - Business and Financial Operations
4.A.1.b.2.I02.D01	Test green technologies or processes.	2	11 - Management	17 - Architecture and Engineering
4.A.1.b.2.I07.D08	Inspect electrical or electronic systems for defects.	2	47 - Construction and Extraction	49 - Installation, Maintenance, and Repair
4.A.1.b.2.I07.D18	Inspect equipment to ensure proper functioning.	2	19 - Life, Physical, and Social Science	39 - Personal Care and Service
4.A.1.b.2.I12.D03	Test electrical equipment or systems to ensure proper functioning.	3	47 - Construction and Extraction	49 - Installation, Maintenance, and Repair
			51 - Production	
4.A.2.a.1.I02.D06	Evaluate training programs, instructors, or materials.	2	11 - Management	13 - Business and Financial Operations
4.A.2.a.1.I04.D04	Evaluate employee performance.	3	11 - Management	33 - Protective Service
			39 - Personal Care and Service	
4.A.2.a.1.I05.D03	Evaluate quality of materials or products.	3	11 - Management	19 - Life, Physical, and Social Science
			51 - Production	
4.A.2.a.1.I09.D03	Appraise property values.	2	13 - Business and Financial Operations	41 - Sales and Related
4.A.2.a.2.I04.D01	Reconcile records of sales or other financial transactions.	2	41 - Sales and Related	43 - Office and Administrative Support

DWA ID	DWA Statement	# of Families	Families	
4.A.2.a.3.I01.D04	Review documents or materials for compliance with policies or regulations.	3	11 - Management	33 - Protective Service
			53 - Transportation and Material Moving	
4.A.2.a.4.I02.D01	Estimate demand for products or services.	2	11 - Management	13 - Business and Financial Operations
4.A.2.a.4.I02.D04	Analyze market conditions or trends.	2	13 - Business and Financial Operations	41 - Sales and Related
4.A.2.a.4.I07.D17	Analyze energy usage data.	2	13 - Business and Financial Operations	17 - Architecture and Engineering
4.A.2.b.1.I01.D07	Calculate costs of goods or services.	2	41 - Sales and Related	43 - Office and Administrative Support
4.A.2.b.1.I08.D05	Determine resource needs.	2	11 - Management	37 - Building and Grounds Cleaning and Maintenance
4.A.2.b.2.I03.D03	Develop marketing plans or strategies.	2	11 - Management	41 - Sales and Related
4.A.2.b.2.I15.D08	Develop educational programs.	2	19 - Life, Physical, and Social Science	21 - Community and Social Service
4.A.2.b.2.I27.D02	Develop organizational goals or objectives.	2	11 - Management	15 - Computer and Mathematical
4.A.2.b.3.I01.D16	Maintain professional knowledge or certifications.	3	33 - Protective Service	39 - Personal Care and Service
			53 - Transportation and Material Moving	
4.A.2.b.4.I01.D01	Develop organizational policies or programs.	2	11 - Management	43 - Office and Administrative Support
4.A.2.b.4.I02.D01	Draft legislation or regulations.	2	11 - Management	23 - Legal
4.A.2.b.5.I02.D07	Schedule operational activities.	3	17 - Architecture and Engineering	43 - Office and Administrative Support
			53 - Transportation and Material Moving	

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DWA ID	DWA Statement	# of Families	Families	
4.A.2.b.5.I03.D01	Schedule appointments.	2	39 - Personal Care and Service	43 - Office and Administrative Support
4.A.2.b.5.I03.D02	Schedule patient procedures or appointments.	2	29 - Healthcare Practitioners and Technical	31 - Healthcare Support
4.A.3.a.1.I03.D05	Clean work areas.	3	41 - Sales and Related	49 - Installation, Maintenance, and Repair
			51 - Production	
4.A.3.a.1.I03.D19	Clean equipment or facilities.	2	45 - Farming, Fishing, and Forestry	47 - Construction and Extraction
4.A.3.a.1.I05.D07	Dispose of trash or waste materials.	2	37 - Building and Grounds Cleaning and Maintenance	51 - Production
4.A.3.a.1.I07.D01	Dig holes or trenches.	2	47 - Construction and Extraction	49 - Installation, Maintenance, and Repair
4.A.3.a.1.I10.D04	Move materials, equipment, or supplies.	2	49 - Installation, Maintenance, and Repair	53 - Transportation and Material Moving
4.A.3.a.1.I10.D05	Deliver items.	2	39 - Personal Care and Service	43 - Office and Administrative Support
4.A.3.a.1.I11.D10	Enforce rules or regulations.	2	35 - Food Preparation and Serving Related	39 - Personal Care and Service
4.A.3.a.1.I13.D02	Move patients to or from treatment areas.	2	29 - Healthcare Practitioners and Technical	31 - Healthcare Support
4.A.3.a.2.I01.D02	Install insulation in equipment or structures.	2	47 - Construction and Extraction	49 - Installation, Maintenance, and Repair
4.A.3.a.2.I01.D08	Assemble temporary equipment or structures.	2	47 - Construction and Extraction	51 - Production
4.A.3.a.2.I04.D04	Assemble precision electronics or optical equipment.	2	17 - Architecture and Engineering	51 - Production
4.A.3.a.2.I09.D01	Adjust tuning or functioning of musical instruments.	2	29 - Healthcare Practitioners and Technical	49 - Installation, Maintenance, and Repair
4.A.3.a.2.I09.D04	Calibrate scientific or technical equipment.	2	17 - Architecture and Engineering	19 - Life, Physical, and Social Science

DWA ID	DWA Statement	# of Families	Families	
4.A.3.a.2.I14.D02	Trim trees or other vegetation.	2	37 - Building and Grounds Cleaning and Maintenance	45 - Farming, Fishing, and Forestry
4.A.3.a.2.I18.D01	Direct vehicle traffic.	3	33 - Protective Service	47 - Construction and Extraction
			53 - Transportation and Material Moving	
4.A.3.a.2.I19.D02	Disassemble equipment for maintenance or repair.	2	49 - Installation, Maintenance, and Repair	51 - Production
4.A.3.a.2.I20.D01	Install electrical components, equipment, or systems.	2	47 - Construction and Extraction	49 - Installation, Maintenance, and Repair
4.A.3.a.2.I27.D02	Fabricate parts or components.	2	47 - Construction and Extraction	49 - Installation, Maintenance, and Repair
4.A.3.a.2.I30.D03	Drill holes in parts, equipment, or materials.	2	49 - Installation, Maintenance, and Repair	51 - Production
4.A.3.a.2.I32.D02	Arrange childcare or educational settings to ensure physical safety of children.	2	25 - Education, Training, and Library	39 - Personal Care and Service
4.A.3.a.2.I35.D04	Braze metal parts or components.	2	49 - Installation, Maintenance, and Repair	51 - Production
4.A.3.a.2.I35.D05	Operate welding equipment.	2	49 - Installation, Maintenance, and Repair	51 - Production
4.A.3.a.2.I38.D01	Collect biological specimens from patients.	2	29 - Healthcare Practitioners and Technical	31 - Healthcare Support
4.A.3.a.2.I47.D01	Cultivate micro-organisms for study, testing, or medical preparations.	2	19 - Life, Physical, and Social Science	29 - Healthcare Practitioners and Technical
4.A.3.a.3.I08.D03	Operate cranes, hoists, or other moving or lifting equipment.	4	47 - Construction and Extraction	49 - Installation, Maintenance, and Repair
			51 - Production	53 - Transportation and Material Moving
4.A.3.a.3.I10.D01	Operate communications equipment or systems.	2	43 - Office and Administrative Support	53 - Transportation and Material Moving

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DWA ID	DWA Statement	# of Families	Families	
4.A.3.a.4.I01.D06	Operate vehicles or material-moving equipment.	2	43 - Office and Administrative Support	53 - Transportation and Material Moving
4.A.3.a.4.I01.D10	Drive trucks or truck-mounted equipment.	2	47 - Construction and Extraction	53 - Transportation and Material Moving
4.A.3.a.4.I01.D12	Drive trucks or other vehicles to or at work sites.	2	37 - Building and Grounds Cleaning and Maintenance	49 - Installation, Maintenance, and Repair
4.A.3.b.4.I02.D01	Maintain mechanical equipment.	2	17 - Architecture and Engineering	47 - Construction and Extraction
4.A.3.b.4.I09.D01	Maintain medical equipment or instruments.	2	29 - Healthcare Practitioners and Technical	31 - Healthcare Support
4.A.3.b.6.I01.D02	Prepare financial documents, reports, or budgets.	3	11 - Management	13 - Business and Financial Operations
			41 - Sales and Related	
4.A.3.b.6.I07.D03	Prepare proposal documents.	2	13 - Business and Financial Operations	17 - Architecture and Engineering
4.A.3.b.6.I08.D03	Record operational or production data.	3	35 - Food Preparation and Serving Related	51 - Production
			53 - Transportation and Material Moving	
4.A.3.b.6.I08.D05	Maintain operational records.	5	11 - Management	25 - Education, Training, and Library
			33 - Protective Service	43 - Office and Administrative Support
			45 - Farming, Fishing, and Forestry	
4.A.3.b.6.I08.D10	Maintain personnel records.	2	11 - Management	45 - Farming, Fishing, and Forestry
4.A.3.b.6.I08.D11	Document operational activities.	2	15 - Computer and Mathematical	49 - Installation, Maintenance, and Repair

DWA ID	DWA Statement	# of Families	Families	
4.A.3.b.6.I10.D03	Maintain financial or account records.	2	39 - Personal Care and Service	43 - Office and Administrative Support
4.A.3.b.6.I11.D05	Maintain medical records.	2	31 - Healthcare Support	43 - Office and Administrative Support
4.A.3.b.6.I14.D09	Prepare legal documents.	2	23 - Legal	43 - Office and Administrative Support
4.A.3.b.6.I15.D04	Prepare operational reports.	4	13 - Business and Financial Operations	17 - Architecture and Engineering
			19 - Life, Physical, and Social Science	47 - Construction and Extraction
4.A.4.a.1.I02.D04	Explain regulations, policies, or procedures.	5	13 - Business and Financial Operations	21 - Community and Social Service
			39 - Personal Care and Service	43 - Office and Administrative Support
			53 - Transportation and Material Moving	
4.A.4.a.2.I03.D15	Confer with coworkers to coordinate work activities.	2	43 - Office and Administrative Support	49 - Installation, Maintenance, and Repair
4.A.4.a.2.I11.D01	Communicate with government agencies.	3	11 - Management	13 - Business and Financial Operations
			19 - Life, Physical, and Social Science	
4.A.4.a.3.I01.D01	Testify at legal or legislative proceedings.	3	13 - Business and Financial Operations	19 - Life, Physical, and Social Science
			33 - Protective Service	
4.A.4.a.5.I03.D02	Administer basic health care or medical treatments.	3	29 - Healthcare Practitioners and Technical	31 - Healthcare Support
			39 - Personal Care and Service	
4.A.4.a.5.I03.D11	Apply bandages, dressings, or splints.	2	29 - Healthcare Practitioners and Technical	31 - Healthcare Support

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DWA ID	DWA Statement	# of Families	Families	
4.A.4.a.5.I04.D02	Care for animals.	2	39 - Personal Care and Service	45 - Farming, Fishing, and Forestry
4.A.4.a.5.I07.D02	Administer first aid.	2	33 - Protective Service	39 - Personal Care and Service
4.A.4.a.5.I10.D02	Greet customers, patrons, or visitors.	3	39 - Personal Care and Service	41 - Sales and Related
			43 - Office and Administrative Support	
4.A.4.a.5.I12.D01	Care for patients with mental illnesses.	3	29 - Healthcare Practitioners and Technical	31 - Healthcare Support
			39 - Personal Care and Service	
4.A.4.a.6.I02.D05	Sell products or services.	4	39 - Personal Care and Service	41 - Sales and Related
			43 - Office and Administrative Support	53 - Transportation and Material Moving
4.A.4.a.6.I03.D06	Promote educational institutions or programs.	2	21 - Community and Social Service	25 - Education, Training, and Library
4.A.4.a.6.I03.D12	Promote products, services, or programs.	3	11 - Management	39 - Personal Care and Service
			43 - Office and Administrative Support	
4.A.4.a.7.I01.D03	Mediate disputes.	2	19 - Life, Physical, and Social Science	39 - Personal Care and Service
4.A.4.a.8.I03.D05	Resolve customer complaints or problems.	2	11 - Management	39 - Personal Care and Service
4.A.4.b.4.I01.D13	Supervise employees.	3	11 - Management	13 - Business and Financial Operations
			49 - Installation, Maintenance, and Repair	
4.A.4.b.4.I04.D02	Manage agricultural or forestry operations.	2	11 - Management	19 - Life, Physical, and Social Science
4.A.4.b.4.I13.D06	Assign duties or work schedules to employees.	4	15 - Computer and Mathematical	39 - Personal Care and Service

DWA ID	DWA Statement	# of Families	Families	
			41 - Sales and Related	45 - Farming, Fishing, and Forestry
4.A.4.b.6.I02.D03	Advise customers on the use of products or services.	2	17 - Architecture and Engineering	41 - Sales and Related
4.A.4.b.6.I05.D10	Advise others on business or operational matters.	3	11 - Management	13 - Business and Financial Operations
			19 - Life, Physical, and Social Science	
4.A.4.b.6.I08.D04	Advise others on legal or regulatory compliance matters.	2	11 - Management	13 - Business and Financial Operations
4.A.4.c.1.I01.D06	Perform clerical work in medical settings.	2	29 - Healthcare Practitioners and Technical	31 - Healthcare Support
4.A.4.c.1.I03.D03	Process medical billing information.	2	29 - Healthcare Practitioners and Technical	31 - Healthcare Support
4.A.4.c.1.I03.D04	Execute sales or other financial transactions.	2	13 - Business and Financial Operations	43 - Office and Administrative Support
4.A.4.c.2.I01.D08	Administer personnel recruitment or hiring activities.	2	13 - Business and Financial Operations	43 - Office and Administrative Support
4.A.4.c.2.I02.D01	Perform human resources activities.	2	35 - Food Preparation and Serving Related	39 - Personal Care and Service
4.A.4.c.3.I01.D05	Maintain inventories of materials, equipment, or products.	7	17 - Architecture and Engineering	25 - Education, Training, and Library
			27 - Arts, Design, Entertainment, Sports, and Media	33 - Protective Service
			45 - Farming, Fishing, and Forestry	49 - Installation, Maintenance, and Repair
			51 - Production	
4.A.4.c.3.I04.D03	Collect payments for goods or services.	2	11 - Management	13 - Business and Financial Operations

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DWA ID	DWA Statement	# of Families	Families	
4.A.4.c.3.I05.D01	Order materials, supplies, or equipment.	5	35 - Food Preparation and Serving Related	39 - Personal Care and Service
			43 - Office and Administrative Support	49 - Installation, Maintenance, and Repair
			51 - Production	
4.A.4.c.3.I05.D03	Purchase materials, equipment, or other resources.	2	11 - Management	17 - Architecture and Engineering
4.A.4.c.3.I07.D01	Monitor availability of equipment or supplies.	2	39 - Personal Care and Service	53 - Transportation and Material Moving
4.A.4.c.3.I07.D04	Monitor inventories of products or materials.	3	13 - Business and Financial Operations	41 - Sales and Related
			43 - Office and Administrative Support	

Appendix E. DWAs (Sample)

DWA ID	DWA Statement
4.A.1.a.1.I01.D01	Review art or design materials.
4.A.1.a.2.I01.D01	Monitor broadcasting operations to ensure proper functioning.
4.A.1.b.1.I01.D01	Apply identification labels or tags.
4.A.1.b.2.I01.D01	Test patient heart or lung functioning.
4.A.1.b.3.I01.D01	Measure materials to mark reference points, cutting lines, or other indicators.
4.A.2.a.1.I01.D01	Evaluate potential problems in home or work environments of clients.
4.A.2.a.2.I01.D01	Verify accuracy of records.
4.A.2.a.3.I01.D01	Examine marketing materials to ensure compliance with policies or regulations.
4.A.2.a.4.I01.D01	Locate natural resources using geospatial or other environmental data.
4.A.2.b.1.I01.D01	Estimate costs of products, services, or materials.
4.A.2.b.2.I01.D01	Develop treatment plans for patients or clients.
4.A.2.b.3.I01.D01	Review professional literature to maintain professional knowledge.
4.A.2.b.4.I01.D01	Develop organizational policies or programs.
4.A.2.b.6.I01.D01	Plan special events.
4.A.3.a.1.I01.D01	Prepare compounds or solutions to be used for repairs.
4.A.3.a.2.I01.D01	Install carpet or flooring.
4.A.3.a.3.I01.D01	Operate office equipment.
4.A.3.a.4.I01.D01	Operate ships or other watercraft.
4.A.3.b.1.I01.D01	Enter commands, instructions, or specifications into equipment.
4.A.3.b.6.I01.D01	Prepare financial documents.
4.A.4.a.1.I01.D01	Present work to clients for approval.
4.A.4.a.2.I01.D01	Communicate with the public on environmental issues.
4.A.4.a.3.I01.D01	Testify at legal or legislative proceedings.
4.A.4.a.4.I01.D01	Develop collaborative relationships between departments or with external organizations.
4.A.4.a.5.I01.D01	Refer customers to appropriate personnel.
4.A.4.a.6.I01.D01	Advocate for individual or community needs.
4.A.4.a.7.I01.D01	Resolve interpersonal conflicts.
4.A.4.a.8.I01.D01	Audition for roles.
4.A.4.b.3.I01.D01	Teach basic living or other adaptive skills to patients or caregivers.
4.A.4.b.4.I01.D01	Supervise maintenance workers.
4.A.4.b.5.I01.D01	Coach others.
4.A.4.b.6.I01.D01	Provide health and wellness advice to patients, program participants, or caregivers.
4.A.4.c.1.I01.D01	Classify materials according to standard systems.
4.A.4.c.2.I01.D01	Audition or interview potential performers or staff members.
4.A.4.c.3.I01.D01	Maintain food, beverage, or equipment inventories.

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Appendix F. Intermediate Work Activities (Sample)

IWA ID	IWA Statement
4.A.1.a.1.I10	Investigate the environmental impact of industrial or development activities.
4.A.1.a.1.I21	Investigate incidents or accidents.
4.A.1.a.1.I22	Investigate organizational or operational problems.
4.A.1.a.2.I01	Monitor equipment operation.
4.A.1.b.1.I01	Mark materials or objects for identification.
4.A.1.b.2.I03	Test characteristics of materials or products.
4.A.2.a.1.I03	Assess student capabilities, needs, or performance.
4.A.2.a.2.I02	Sort materials or products.
4.A.2.a.3.I04	Follow standard healthcare safety procedures to protect patient and staff members.
4.A.2.a.4.I01	Analyze environmental or geospatial data.
4.A.2.a.4.I04	Analyze scientific or applied data using mathematical principles.
4.A.2.b.1.I05	Make legal decisions.
4.A.2.b.1.I11	Alter audio or video recordings.
4.A.2.b.2.I03	Develop business or marketing plans.
4.A.2.b.2.I11	Design structures or facilities.
4.A.2.b.2.I20	Develop sustainable organizational or business policies or practices.
4.A.2.b.4.I01	Develop organizational policies, systems, or processes.
4.A.3.a.1.I05	Dispose of waste or debris.
4.A.3.a.1.I17	Perform agricultural activities.
4.A.3.a.2.I16	Install energy or heating equipment.
4.A.3.a.2.I21	Apply hygienic or cosmetic agents to skin or hair.
4.A.3.a.2.I39	Apply materials to fill gaps or imperfections.
4.A.3.a.2.I47	Prepare specimens or materials for testing.
4.A.3.a.3.I04	Operate medical equipment.
4.A.3.a.3.I05	Operate audiovisual or related equipment.
4.A.3.b.1.I01	Program computer systems or production equipment.
4.A.3.b.4.I04	Maintain electronic, computer, or other technical equipment.
4.A.3.b.6.I01	Prepare financial documents, reports, or budgets.
4.A.3.b.6.I11	Maintain health or medical records.
4.A.4.a.1.I05	Explain medical information to patients or family members.
4.A.4.a.2.I08	Notify others of emergencies or problems.
4.A.4.a.3.I03	Provide information to guests, clients, or customers.
4.A.4.a.5.I11	Assist healthcare practitioners during medical procedures.
4.A.4.a.8.I03	Respond to customer problems or inquiries.
4.A.4.b.3.I03	Teach safety procedures or standards to others.
4.A.4.b.4.I05	Supervise activities in correctional facilities.
4.A.4.b.4.I14	Coordinate regulatory compliance activities.
4.A.4.b.6.I03	Advise others on environmental sustainability or green practices.
4.A.4.c.1.I05	Process shipments or mail.
4.A.4.c.2.I01	Perform recruiting or hiring activities.

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U.S. Department of Labor

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Issue Date: 10 April 2015

CASE NO.: 2013-TNE-1

In the Matter of:

ADMINISTRATOR, WAGE AND HOUR DIVISION,
Prosecuting Party

v.

WADE SHOWS, INC.,
Employer

ORDER GRANTING IN PART AND DENYING IN PART RESPONDENT'S MOTION FOR SUMMARY JUDGMENT AND GRANTING IN PART AND DENYING IN PART ADMINISTRATOR'S MOTION FOR SUMMARY JUDGMENT

I. Procedural History

On September 26, 2012, Wage and Hour Division issued a report under the H-2B provisions of the Immigration and Nationality Act, ("INA"), 8 U.S.C. § 1101 (a)(15)(H)(ii)(b), as amended, and the implementing regulations at 20 C.F.R. § 655.700 *et seq.*, following its investigation of Respondent. The report cited Respondent with the following violations: (1) Respondent willfully misrepresented a material fact on its Application, ETA Form 9142, regarding the job offer – number of hours of work and work schedule; (2) Respondent willfully misrepresented a material fact on the Application, ETA Form 9142, Attestation No. 4 regarding terms and working conditions; (3) Respondent substantially failed to meet a condition of the Application, ETA Form 9142, Attestation No. 5 when it failed to pay the offered wage that equals or exceeds the highest of the prevailing wage, the applicable Federal, state, or local minimum wage; and (4) Respondent substantially failed to meet a condition on the Application, ETA Form 9142, Attestation No. 12, because it placed H-2B workers outside the certified area of intended employment. Wage and Hour Division assessed a $4,500 penalty for Violation 1, a $4,500 penalty for Violation 2, a $10,000 penalty for Violation 3, and a $4,500 penalty for Violation 4, and sought back wages. Respondent thereafter requested a hearing and submitted a lengthy brief setting forth its position which I consider part of the "pleadings." I was assigned the case on October 23, 2012. A hearing was scheduled for Detroit, Michigan set to begin on May 14, 2013.

On April 25, 2013, Respondent filed a motion arguing summary judgment should be granted because Respondent did not violate the H-2B provision of the Immigration and Nationality Act, 8 U.S.C. § 1101(a)(15)(H)(ii)(b). Specifically, Respondent argues that (i) it did not act willfully because there are no Regulations defining "job offer," (ii) it did not offer

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working terms and conditions to U.S. workers that were less favorable than those offered to H-2B workers, (iii) that any back wage calculations by the Administrator falsely assume that the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 201, *et seq.* applies here, (iv) Respondent cannot be cited for not listing working locations that were unanticipated at the time of petitioning, and (v) the Department of Labor lacks rule making authority for its 2008 Regulations.

On May 8, 2013, the Administrator filed a Response in Opposition to Respondent's Motion for Summary Judgment. The Administrator argues that (i) the Regulations required Respondent to accurately describe the hours of work and the work schedule in its Temporary Employment Certification ("TEC"); (ii) Respondent offered working terms and conditions to U.S. workers that were less favorable than those offered to H-2B workers; (iii) any back wage calculations do not rely on the application of the FLSA to Respondent; (iv) Respondent was prohibited from placing H-2B workers outside the area of intended employment; (v) the Department of Labor has rule making authority for its 2008 Regulations; and (vi) this Court lacks authority to rule on that issue.

The Administrator also filed a Cross Motion for Summary Decision on May 8, 2013 arguing Respondent (i) willfully misrepresented the number of hours of work and work schedule in the job offer on the TEC; (ii) Respondent willfully misrepresented Attestation No. 4 on the TEC by offering terms and conditions to U.S. workers that were less favorable than those offered to H-2B workers; (iii) Respondent substantially failed to meet Attestation No. 12 on the TEC by placing H-2B workers outside the area of intended employment; and (iv) the civil money penalties assessed are appropriate.

Following two lengthy conference calls on May 9, 2013 that established there was no genuine issue of material fact as to the salient legal issues, on May 10, 2013, I cancelled the hearing and ordered the parties to submit Stipulations and an Excel document calculating the lost wages for every effected employee by June 7, 2013. In addition, I provided Respondent with the opportunity to respond to the Administrator's cross-motion for summary judgment and brief the FLSA issues, and provided Administrator with the opportunity to respond to any new legal arguments made by Respondent and brief the FLSA issues as well. What followed was a protracted series of extensions.

On March 14, 2014, I ordered a seventh extension to allow additional time for the parties to submit Stipulations and the lost wages spreadsheet. On April 14, I granted a joint motion to bifurcate the order to submit Stipulations and the back wage calculations given that the latter would be impacted by a ruling on the merits of the case. I extended the order to submit Stipulations twice more, to July 2, 2014. Shortly thereafter, I held a conference call with the parties to discuss my order to submit Stipulations and appointed a settlement judge on July 11, 2014 to assist the parties in the development of the evidence. On March 24, 2015, ALJ Swank issued a Notice of Conclusion of Settlement Judge Proceeding noting that he had been unable to assist the parties and ending his participation.

Given that the Settlement Judge Proceeding was unsuccessful, I ordered, on March 24, 2015, the parties to submit stipulations, if any, by close of business March 31, 2015. In my

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Order, I noted that in the event that the parties are unable to submit joint stipulations, that I would resolve the cross motions for summary judgment based upon the evidence and pleadings initially submitted when those motions were filed. I further noted that this court interprets the recent stay issued in *Perez v. Perez* to permit enforcement of the 2008 regulations until and including at least April 15, 2015 (if not later), thereby resolving the outstanding legal issue with respect to rulemaking authority. *See Perez v. Perez*, Case No. 3:14cv682 at *3 (N.D. Fla., March 4, 2015).

The parties were unable to provide the court with joint stipulations. Accordingly, I will resolve the cross motions for summary judgment based upon the evidence and pleadings initially submitted when those motions were filed pursuant to the Order issued on March 24, 2015.[1]

II. Law

This court interprets the recent stay issued in *Perez v. Perez* to permit enforcement of the 2008 regulations until and including at least April 15, 2015, if not later. *See Perez v. Perez*, Case No. 3:14cv682 at *3 (N.D. Fla., March 4, 2015).

Section (H)(ii)(B) of the INA provides:

> (H) an alien . . . (ii) . . .(b) having a residence in a foreign country which he has no intention of abandoning who is coming temporarily to the United States to perform other temporary service or labor if unemployed persons capable of performing such service or labor cannot be found in this country. . . .

8 U.S.C. § 1101(a)(15)(H)(ii)(b). The Code of Federal Regulations gives Wage and Hour the power to investigate and

> determine whether an employer has-
> (a) Filed a petition with ETA that willfully misrepresents a material fact.
> (b) Substantially failed to meet any of the conditions of the labor certification application attested to, as listed in § 655.22, or any of the conditions of the DHS Form I-129. Petition for a Nonimmigrant Worker for an H-2B worker in 8 CFR 214.2(h).

20 C.F.R. § 655.60. A "willful failure" is a "knowing failure or a reckless disregard with respect to whether the conduct was contrary to sec. 214(c) of the INA, or this subpart. See *McLaughlin* v. *Richland Shoe Co.*, 486 U.S. 128 (1988); see also *Trans World Airlines* v. *Thurston*, 469 U.S. 111 (1985)." § 655.65(e) (errors in original). A "substantial failure" means "willful failure that constitutes a significant deviation from

[1] In response to my Order for Submission of Joint Stipulations, the parties resubmitted evidence that was initially submitted several years ago, submitted in conjunction with their submission of cross motions for summary judgment. In addition, Respondent has submitted new evidence. As explained in the Order, parties were to submit joint stipulations, if any. Otherwise, I would decide the case on the evidence and pleadings initially submitted with the cross motions for summary judgment. Accordingly, new evidence submitted by the parties will not be considered.

Butler's Exh. 100, p. 003

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the terms and conditions of the labor condition application or the DHS Form I-129, Petition for a Nonimmigrant Worker for an H-2B worker or successor form." § 655.65(d).

Standard for Summary Judgment

Summary judgment may be granted, "for either party if the pleadings, affidavits, material obtained by discovery or otherwise, or matters officially noticed show that there is no genuine issue as to any material fact and that a party is entitled to summary decision." 29 C.F.R. § 18.40(d). "The burden is on the moving party 'to demonstrate the absence of any material factual issue genuinely in dispute." *Elias v. Celadon Trucking Servs., Inc.*, ARB No. 12-0132 (ARB Nov. 21, 2012) (internal citations and quotations omitted). A material fact is one that "might affect the outcome of the suit under the governing law." *Anderson v. Liberty Lobby Inc.*, 477 U.S. 242, 248 (1986). Additionally, "on summary judgment the inferences to be drawn from the underlying facts contained in such materials must be viewed in the light most favorable to the party opposing the motion." *United States v. Diebold, Inc.*, 369 U.S. 654, 655 (1962). However, "a party opposing the motion may not rest upon the mere allegations or denials of such pleading." 29 C.F.R. § 18.40(c). Rather, "such response must set forth specific facts showing that there is a genuine issue of fact for the hearing." *Id.* "If the moving party meets the initial burden of showing no genuine issue of material fact, the burden shifts to the non-moving party to produce evidence showing the existence of a genuine issue for trial." *Hammond v. Citrix Sys. Inc.*, ALJ No. 2008-SOX-0037 (ALJ June 11, 2008) (citing *Reeves v. Sanderson Plumbing Products, Inc.*, 530 U.S. 133, 150 (2000); *Matsushita Elec. Indus. Co., Ltd. v. Zenith Radio Corp.*, 475 U.S. 574, 587 (1986)).

No genuine issues of material fact remain in this case; thus, the outcome turns on the application of law.

III. Discussion

Violation 1 - Job Offer

Respondent argues that it could not have willfully misrepresented a material fact in the job offer on Form 9142, because the Department of Labor has never clarified how a FLSA-exempt employer should describe a job offer. Resp't Am. Mot. Summ. J. 2. Respondent asked a number of rhetorical questions in its motion so as to explain its confusion.[2] The Administrator responds that Respondent is covered by the FLSA, but it is exempt from the FLSA's minimum wage and maximum hour (overtime) requirements. Admin. Resp. 13. Further, the Administrator argues that while Respondent claims that it is next to impossible for a traveling carnival to accurately complete the section of the TEC calling for the number of hours of work and work

[2] Respondent asked:

> When the work schedule varies wildly from one week to the next, what is 'required,' and by whom is it required? What are 'basic' and 'overtime' hours of 'required' work, and what do these terms mean when the employer is FLSA exempt? When is overtime 'applicable' for an employer who is FLSA exempt?

Resp't Am. Mot. Summ. J. 4.

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schedule, it is clear Respondent was able to accurately state the expected hours of work in the 2010 employment contracts – "A typical week would involve approximately 40 to 60 hours in set-up, tear down and operation of rides/equipment . . . Hours worked are expected to be: 40 to 60 per week." *Id.* at 14. Additionally, the Administrator notes that it is clear that Respondent's H-2B workers actually worked between 31.5 and 67 hours per week during the covered period and that a 1:00 p.m. to 11:00 p.m. shift with a one-hour break was atypical. *Id.*

The Administrator filed a cross-motion for summary judgment raising the same arguments that she raised in her response, noting that Frank Zaitshik has owned Wade Shows since 1983 and has hired H-2B workers as ride attendants since at least 2007; thus, Respondent knew that its H-2B workers would be expected to work 40 to 60 hours per week, as it explicitly stated so in the employment contracts. Admin. Cross-Mot. Summ. J. 15. Further, the average hours worked per week was 47.41; the median hours worked per week was 46. *Id.* Respondent was additionally familiar with its own seasonal work pattern. *Id.* The Administrator further provided that Respondent willfully misrepresented the work schedule on the TEC – which described it as "Varies depending on event, but typically 1:00 PM START TIME 11:00 PM END TIME, 1 HOUR MEAL BREAK" – because, of the thirty-six carnival shows Respondent staged during the covered period, only five realized a start time of 1:00 p.m. and an end time of 11:00 p.m. *Id.* at 16.

On its Form 9142, under "number of hours of work per week," Respondent recorded 40 basic hours and 0 hours of overtime. Additionally, on the same Form, Respondent recorded that the "hourly work schedule" "varies depending upon event," but typically would be 1:00 p.m. to 11:00 p.m. with a 1 hour meal break." The pleadings and evidence demonstrate that Respondent willfully misrepresented the number of hours of work in its ETA Form 9142 by reporting only 40 basic hours and 0 overtime hours, because in its employment contracts that same year, Respondent provided that employees would work approximately 40 to 60 hours per week. However, the pleadings and evidence demonstrate that Respondent did not willfully misrepresent its work schedule, because Respondent qualified its listed work schedule by saying it "varies depending upon event." If anything, the Administrator's evidence corroborates this fact, demonstrating the gross variability in the work schedule on Wednesdays alone. Thus, the Administrator has not shown a genuine issue of material fact.

Violation 2 - Terms and Working Conditions

Respondent asserts that it did not offer working terms and conditions to U.S. workers that were less favorable than those offered to H-2B workers. Resp't Am. Mot. Summ. J. 4. Respondent opines that the Administrator wrongly assumes that Respondent was required to place all material terms and conditions in its recruitment advertising; however, it is clear that there is no such obligation for employers, especially an FLSA-exempt employer like itself. *Id.* at 5. Respondent asserts the advertising requirements of § 655.17 are satisfied even if the advertisement omits a substantive term so long as: (1) the advertisement meets the minimum requirements under § 655.17(a-h); (2) the advertisement does not contradict the approved job order; and (3) Americans are not discriminated against. Respondent further argues there is a continuum of time within which to "present" the "terms and working conditions of the job opportunity" that may extend well past the initial advertisement, as long as it results in *de facto*

Butler's Exh. 100, p. 005

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"terms and working conditions" that are "not less favorable" for Americans it satisfies § 655.17. *Id.* at 5-6. Respondent analogizes the advertisement required by § 655.17 to a normal advertisement. *Id.* at 5. Respondent argues § 655.17 is premised on numerous assumptions. *Id.* at 6.

The Administrator asserts that Respondent's argument that there is a "temporal component" makes no sense when one considers that potential H-2B employers must prove that they have attempted to recruit U.S. workers and that there is a lack of U.S. workers to meet its needs and recruitment of U.S. workers involves the submission of a job order with the State Workforce Agency and publishing two print advertisements. Admin. Resp. 16. The Administrator asserts that while 20 C.F.R. § 655.17 contains a list of eight items of information that the print advertisement must contain, the list is not exhaustive because the Regulation requires "[a]ll advertising . . . must meet the requirements set forth in this section and must contain terms and conditions of employment which are not less favorable than those to be offered to the H-2B workers." *Id.* Respondent interprets this to mean that § 655.17 does not contain an exhaustive list of all terms and conditions that must be included and any term or condition that will be offered to H-2B workers, the omission of which would result in less favorable terms and conditions being offered to U.S. workers, must be disclosed in the required job order and print advertisements. *Id.* at 17. Applying this construction, the Administrator argues Respondent violated this provision by failing to disclose its per diem payments, its policy of providing free housing, and its policy of providing free transportation between work locations in either of its print advertisements. *Id.*

The Administrator reiterates many of its arguments in its cross-motion for summary judgment. Additionally, the Administrator asserts that the additional salary income, per diem payments, free housing, and free transportation, were disclosed to H-2B workers when they were presented with employment contracts, but were not included in Respondent's advertising. Admin. Cross-Mot. Summ. J. 17. This resulted in terms and conditions of the job offer that were less favorable to potential U.S. workers. *Id.* at 17-18. The Administrator also asserts that the target of Respondent's recruitment efforts were workers with no minimum education or prior experience; thus, a U.S. worker who saw the recruiting advertisement could have easily believed that he would have to provide his own transportation and housing during the entire carnival season. *Id.* at 18. Moreover, a potential U.S. worker who saw the recruiting advertisement would not know about the additional salary income of $29 to $148 per week – an additional 9 to 41 percent over and above the base weekly salary. *Id.* The Administrator concludes that it is entitled to summary decision because Respondent had a legal obligation to ensure that there was no disparity between job terms and conditions offered to U.S. workers and H-2B workers by stating all material terms and conditions in its recruiting efforts, Respondent failed to do so, and then attested that it had done so in Attestation No. 4 on the TEC. *Id.* Therefore, Respondent willfully misrepresented Attestation No. 4 on the TEC. *Id.*

Twenty C.F.R. § 655.17 explains the H-2B employer's advertising requirement:

> All advertising conducted to satisfy the recruitment steps under § 655.15 before filing the *Application for Temporary Employment Certification* must meet the requirements set forth in this section and must contain terms and conditions of

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employment which are not less favorable than those to be offered to the H-2B workers. All advertising must contain the following information: . . .
(c) If transportation to the worksite(s) will be provided by the employer, the advertising must say so; . . . .

This poorly drafted Regulation is ambiguous and lends itself to two conflicting readings. The first, advocated by the Administrator, provides that the use of "and" in the above underlined section indicates an intent by the drafters to require H-2B employers to include in their advertisements all eight enumerated terms and conditions as well as any additional terms and conditions of employment that if excluded, would make the offer to local workers appear less favorable than the offer to H-2B workers. Thus, under the first construction, every beneficial material term or condition that would be found in a H-2B contract must be included in all newspaper advertisements. In other words, nearly the entire contents of the employment contract must be contained in the advertisement. The second, advocated by Respondent, places great emphasis on the "which are not *less favorable*" language of the Regulation. Under this construction, the employer's advertisement must include all eight enumerated terms and conditions, and cannot include any provision that affirmatively states a term or condition that would be less favorable to local workers. In other words, "[t]he advertisement . . . must not contain terms and conditions of employment which are less favorable [to local workers]." Resp't Mot. Summ. J. 5 (citing 73 Fed. Reg. 78020, 78033-34 (Dec. 19, 2008)). Given that the per diem payments and free housing are terms that are offered to both H-2B and local workers, i.e. they are terms and conditions which are not less favorable, section 655.17, under this construction, is not violated.

While this interpretation might yield unwarranted results, as an employer could tilt the application process in favor of H-2B workers by omitting a favorable term or condition that is not one of the eight required in its advertisement, this construction is still permitted on the face of the regulation and is partly supported by the Federal Register comments. Because there are two reasonable constructions of the Regulation, Respondent could not have "willfully" violated the statute provided that it met the minimum requirements of the second construction. To that end, Respondent did not affirmatively list the free transport in its advertisement. Admin. Ex. L. However, the advertisement states that "[t]ravel with the Carnival is required." *Id.* It also lists more than fifteen worksites and states that those worksites include geographic locations as wide-ranging as Dade City, Florida to Oklahoma City, Oklahoma to Coldwater, Michigan. Additionally, the advertisement notes a salary of $308.00 per week. Given that travel costs covering those distances would constitute a substantial portion of wages, a reasonable person reading Respondent's advertisement would believe the travel required by Respondent would be paid by Respondent and the Administrator has not shown a genuine issue of material fact. Accordingly, the pleadings and evidence demonstrate respondent substantially complied with § 655.17(c). For these reasons, I grant summary judgment in favor of Respondent as to this issue.

Violation 3 - Back Wages

Respondent also argues that Wage and Hour's back wage calculations falsely assume that the FLSA applies when Respondent is an FLSA-exempt amusement operator. Resp't Am. Mot. Summ. J. 7. Specifically, the Administrator charges Respondent with willfully failing to pay

Butler's Exh. 100, p. 007

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compensable work travel time and refraining from taking a credit for providing bunkhouse lodging but in doing so, the Administrator relies on FLSA Regulations, which are inapplicable to the instant case. *Id.* The Administrator responds that it is not asserting that Respondent's employees are covered by the minimum wage and overtime provisions of the FLSA and does not assert that any principles unique to the FLSA apply. Admin. Resp. 18. However, because there is no case law regarding the wage requirements of the H-2B program, it relies upon the principles developed under the FLSA case law by analogy for such non-unique issues, as well as upon common dictionary definitions of such terms. *Id.* The Administrator represents that it relied on the United States Supreme Court's definition of "work" in an FLSA case, which incorporated a dictionary definition as well as a "primary benefit" test, when it determined, in the instant case, that the time spent by Respondent's H-2B workers picking up uniforms and performing ride safety checks was compensable. *Id.* at 19-20. Applying the same primary benefit test, the Administrator argues the credit for lodging should be excluded, because the lodging was provided primarily for the benefit of Respondent, as it has an itinerant workforce and could not expect its employees to obtain housing at each worksite. *Id.* at 21. The Administrator argues because Respondent is incorrect that the Administrator applied the FLSA to Wade Shows in determining compensable work time, two days' worth of travel time, and its ineligibility for the lodging credit, Respondent is not entitled to summary decision on this issue. *Id.* at 21-22.

The Administrator also asserts Respondent "substantially failed" to meet a condition of the Application, ETA Form 9142, Appendix B, Attestation No. 5. Admin. Cross-Mot. Summ. J. 3. Its argument is predicated on its belief that FLSA's case law may be used to fill in any gaps of the INA. However, at the time Congress crafted the INA's implementing regulations, it should have been aware of the FLSA, its implementing regulations, and its case law. Thus, had Congress desired to incorporate the FLSA's case law into the INA's Regulations it could have done so, yet it chose not to.

Even assuming Congress' inaction means the FLSA's case law is applicable, the Administrator has not shown a genuine issue of material fact regarding "substantial failure," i.e. "willful failure that constitutes a significant deviation from the terms and conditions of the labor condition application or the DHS Form I-129, Petition for a Nonimmigrant Worker for an H-2B worker or successor form." This is because the Administrator cannot establish there has been a significant deviation from the terms and conditions of Form 9142 when the Form itself does not inform Respondent that FLSA case law is applicable nor is there any requirement that the Form be completed by an attorney, who would be more likely to be aware of FLSA case law. Given that the Form does not inform Respondent of the applicability of FLSA case law, Respondent's attestation does not rise to the level of "willful failure." Accordingly, I grant summary judgment in favor of Respondent as to this issue as the Administrator cannot prove Respondent "substantially failed" to comply with ETA Form 9142, Appendix B, Attestation No. 5.

Violation 4 - Certified Area of Intended Employment

Respondent argues the Administrator cannot cite it for working at locations that were unanticipated at the time of petitioning. Resp't Am. Mot. Summ. J. 7. Respondent explains that some of its employees worked for a brief time in New York when an unanticipated opportunity

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arose during the middle of the season and all of those workers were properly paid. *Id.* at 7-8. Further, the Department of Labor has admitted that it does not have any regulations that apply when a mobile operator adds immaterial work locations after the original certifications. *Id.* at 8. The Administrator responds that 20 C.F.R. § 655.22(l) governs this issue and that the list of worksites on Respondent's TEC did not include New York, where thirty-two H-2B workers worked at three different worksites for approximately two months, and Respondent failed to obtain a new labor certification or advise the Department of the change. Admin. Resp. 22. The Administrator's cross-motion for summary judgment includes all of the arguments in its Response as well as that Respondent specifically attested that it would not place H-2B workers outside of the locations listed on the TEC, but Respondent's H-2B workers were in New York 18% of its carnival season, which is approximately 28% of the covered period. Admin. Cross-Mot. Summ. J. 19-20.

The language in 20 C.F.R § 655.22(l) is clear and unequivocal. It provides:

> An employer seeking H-2B labor certification must attest as part of the *Application for Temporary Employment Certification* that it will abide by the following conditions of this subpart: . . .
> (l) The employer will not place any H-2B workers employed pursuant to this application outside the area of intended employment listed on the *Application for Temporary Employment Certification* unless the employer has obtained a new temporary labor certification from the Department.

Id. (emphasis added). It is immaterial that the opportunity in New York was unanticipated at the time Respondent completed Form 9142. The Regulations explicitly require employers to obtain a new temporary labor certification from the Department if the employer intends to place any H-2B workers outside the intended area of employment listed on the TEC. The Administrator's Exhibit G, ETA Form 9142, contains Respondent's Attestation No. 12 as well as Respondent's list of intended employment locations, which does not include New York. Respondent, however, conducted its carnival for approximately two months in three separate locations in New York, but never obtained a new temporary labor certification from the Department. Accordingly, the pleadings and evidence demonstrate that Respondent substantially failed to meet a condition of the Application, ETA Form 9142, Appendix B, Attestation No. 12, because it placed H-2B workers outside the area of intended employment described on its TEC without obtaining a new temporary labor certification from the Department. Thus, the Respondent has not shown the existence of a genuine issue for trial.

ORDER

IT IS HEREBY ORDERED that a civil money penalty in the amount of $4,500 is assessed to Wade Shows for violation of 20 C.F.R. § 655.60(a), i.e. willful misrepresentation of a material fact on the Application ETA Form 9142 regarding the job offer number of hours worked. IT IS FURTHER ORDERED that a civil money penalty in the amount of $4,500 is assessed to Wade Shows for violation of 20 C.F.R. § 655.22(l), i.e. substantial failure to meet a condition of the Application, ETA Form 9142, Appendix B, Attestation No. 12: Place of employment. The remaining violations are dismissed.

AR - 3535 Butler's Exh. 100, p. 009 Butler 02472

Penalties are due for payment within 30 days upon the date of this decision. The employer shall remit the amount of the civil money penalty by certified check or money order made payable to the order of "Wage and Hour Division, Labor." The remittance shall be delivered or mailed to the Wage and Hour Division office in the manner directed in the Administrator's notice of determination. *See* 20 C.F.R. 655.65(j).

Digitally signed by Richard Morgan
DN: CN=Richard Morgan, OU=Administrative Law Judge, O=Office of Administrative Law Judges, L=Pittsburgh, S=PA, C=US
Location: Pittsburgh PA

RICHARD A. MORGAN
Administrative Law Judge

NOTICE OF APPEAL RIGHTS: Any party seeking review of this decision and order, including judicial review, shall file a Petition for Review ("Petition") with the Administrative Review Board ("ARB"). The ARB must receive the Petition within 30 calendar days of the date of this decision and order. 20 C.F.R. § 76(a). The ARB's address is:

U.S. Department of Labor
Administrative Review Board
Room S5220 FPB
200 Constitution Ave NW
Washington, DC 20210

Copies of the Petition should be served on all parties and on the undersigned Administrative Law Judge. No particular form is prescribed for the Petition; however, any such petition shall:

(1) Be dated;
(2) Be typewritten or legibly written;
(3) Specify the issue or issues stated in the administrative law judge decision and order giving rise to such petition;
(4) State the specific reason or reasons why the party petitioning for review believes such decision and order are in error;
(5) Be signed by the party filing the petition or by an authorized representative of such party;
(6) Include the address at which such party or authorized representative desires to receive further communications relating thereto; and
(7) Attach copies of the administrative law judge's decision and order, and any other record documents which would assist the ARB in determining whether review is warranted.

20 C.F.R. § 655.76(b). If the ARB determines that it will review this decision and order, it will issue a notice specifying the issue or issues to be reviewed; the form in which submissions shall be made by the parties (*e.g.*, briefs); and the time within which such submissions shall be made. 20 C.F.R. § 655.76(e). When filing any document with the ARB, the party must file an original and two copies of the document. 20 C.F.R. § 655.76(f).

AR - 3536 Butler's Exh. 100, p. 010 Butler 02473

SERVICE SHEET

Case Name: **WAGE_AND_HOUR_DIVISI_v_WG_WADE_SHOWS_INC_**

Case Number: **2013TNE00001**

Document Title: **ORDER GRANTING IN PART AND DENYING IN PART MOTION FOR SUMMARY JUDGEMENT**

I hereby certify that a copy of the above-referenced document was sent to the following this 10th day of April, 2015:

Digitally signed by DARLENE M. ROTHERT
DN: CN=DARLENE M. ROTHERT, OU=LEGAL TECHNICIAN, O=Office of Administrative Law Judges, L=Pittsburgh, S=PA, C=US
Location: Pittsburgh PA

DARLENE M. ROTHERT
LEGAL ASSISTANT

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Butler's Exh. 100, p. 011

Nancy Bowlby
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Judge Richard Morgan
Office of Administrative Law Judges
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United States Department of Labor
Wage and Hour Division
Wage and Hour Division (WHD)

WHD H-2B Side-by-Side Comparison of the 2009 and 2015 Rules

This Guidance does not supersede the INA or H-2B Regulations

I. General Information

Issue/Provision	2009 Regulations	2015 Regulations
Effective Dates	For Applications for Temporary Employment Certification (the "Application"), ETA Form 9142, filed on or after January 18, 2009.	For Applications for Temporary Employment Certification (the "Application"), ETA Form 9142B, filed on or after the date of publication (April 29, 2015), with transition procedures for employers with start dates of need prior to October 1, 2015. The Registration provision will be implemented through a future Federal Register announcement.
Regulation location, Part and subpart	Employment and Training Administration (ETA) and Wage and Hour Division (WHD) provisions covered under 20 CFR Part 655, subpart A.	Employment and Training Administration (ETA) provisions continue to be covered under (revised) 20 CFR Part 655, subpart A. **New regulations for Wage and Hour Division (WHD) introduced at 29 CFR Part 503.**
Forms required to obtain certification from ETA	Employer submits and receives a prevailing wage determination and then submits an Application, ETA Form 9142, from which ETA determines temporary need and assesses the employer's test of the labor market.	Employer submits and receives a prevailing wage determination and then submits an H-2B Registration (after the transition period), from which ETA certifies temporary need for up to three years. Each season, employer submits an Application, ETA Form 9142B, a copy of the job order, and additional documentation from which ETA assesses the employer's job opportunity and then orders recruitment to ensure a thorough test of the labor market. The Application, ETA Form 9142B, and required documents must be submitted 75 - 90 calendar days before the employer's date of need.
Emergency Situations	No provision	The Certifying Officer may waive the normal filing timeframe (i.e., 75 – 90 calendar days before the employer's date of need). So long as there is enough time to test the labor market and provided that the employer can demonstrate a good and substantial cause, the employer may simultaneously file the H-2B Registration (if necessary), application, and job order less than 75 calendar days before its start date of need.
Temporary Need	Except for one-time need, temporary need (i.e., seasonal, peakload and intermittent need) is limited to 10 months or less. 20 CFR 655.6	Except for one-time need, temporary need (i.e., seasonal, peakload and intermittent need) is limited to 9 months or less. 20 CFR 655.6

		2B and corresponding workers; must be in a language understood by the workers, as necessary or reasonable. 20 CFR 655.20(l), 29 CFR 503.16(l)
Offered wage	Offered wage equals or exceeds the highest of the prevailing wage or Federal, State, or local minimum wage, and must be paid for the entire employment period certified in the Application. 20 CFR 655.22(e)	Offered wage equals or exceeds the highest of the prevailing wage or Federal, State, or local minimum wage, and must be paid for the entire employment period certified in the Application. **New:** Employer must pay at least the offered wage free-and-clear, either in cash or in a negotiable instrument payable at par. 20 CFR 655.20(a) & (b), 29 CFR 503.16(a) & (b)
Incentive-based wages	If earnings are based on commissions, bonuses or other incentives, employer must guarantee to pay at least the offered wage on a weekly, biweekly, or monthly basis. 20 CFR 655.22(g)(1)	If earnings are based on commissions, bonuses, or other incentives, employer must guarantee to pay at least the offered wage every workweek. The 2015 regulations also address piece rates.An employer paying a piece rate

		wage must guarantee to supplement that wage if, at the end of every workweek, the piece rate does not at least equal what the worker would have earned under the hourly offered wage. 20 CFR 655.20 (a), 29 CFR 503.16(a)
Frequency of pay		**New:** Employer must pay the more frequently of: every two weeks or according to prevailing practice in the area of intended employment. 20 CFR 655.20(h), 29 CFR 503.16(h)
Deductions	Employer must make all deductions required by law. Other deductions must be disclosed, reasonable, and consistent with the Fair Labor Standards Act (FLSA) for employers subject to the FLSA. 20 CFR 655.22(g)(1)	Employer must make all deductions required by law. Other deductions must be disclosed and reasonable according to the Fair Labor Standards Act (FLSA) principles at 29 CFR Part 531. Also explicitly allows worker-authorized voluntary deductions payable to third parties for the benefit of the worker. Deductions not required by law that are not disclosed in the job order are prohibited.

Butler's Exh. 101, p. 003

		Application costs, **DHS Petition fees**, recruitment fees. 20 CFR 655.20(o), 29 CFR 503.16(o)
Contracts with recruiters	Employer must contractually prohibit recruiters whom the employer engages in international recruitment of H-2B workers from seeking or receiving fees from prospective workers. 20 CFR 655.22(g)(2)	Employer must contractually prohibit **agents and recruiters (and any agent or employee of those agents and recruiters)** whom the employer engages **directly or indirectly** in recruitment of H-2B workers from seeking or receiving fees from prospective workers. 20 CFR 655.20(p), 29 CFR 503.16(p)
Transportation and Subsistence Expenses	Employer is liable under H-2B regulations only for outbound travel and only when the worker is dismissed prior to the end of the certified period of employment. Travel expenses paid by the worker may also be covered under FLSA in the first and last workweeks of employment. See WHD Field Assistance Bulletin 2009-02: http://www.dol.gov/whd/FieldBulletins/FieldAssistanceBulletin2009_2.pdf. 20 CFR 655.22(m)	Employer is liable under H-2B for reasonable cost of 1) inbound travel, including related daily subsistence expenses, for workers who complete 50% of the job order, and 2) outbound travel, including related daily subsistence expenses, for workers who work until the end of the job order or are dismissed early. In addition, if worker is entitled to Federal minimum wage, then the FLSA generally

		requires reimbursement of inbound costs in the first workweek. All transportation provided by the employer must comply with applicable Federal, State, and local laws and regulations. 20 CFR 655.20(j), 29 CFR 503.16(j)
Visa and visa-related expenses	Not an employer obligation under H-2B. May be covered under FLSA in first workweek. See WHD Field Assistance Bulletin 2009-02: http://www.dol.gov/whd/FieldBulletins/FieldAssistanceBulletin2009_2.pdf.	**New:** Employer is required to pay or reimburse in the first workweek the full cost of visa and visa-related expenses. 20 CFR 655.20(j), 29 CFR 503.16(j)
lace of employment	Employer may not place H-2B workers outside the area(s) of intended employment certified on the Application. 20 CFR 655.22(l)	Employer may not place H-2B workers outside the area(s) of intended employment certified on the Application. 20 CFR 655.20(x), 29 CFR 503.16(x)
Certified occupation	Inaccurate statements on the Application regarding the occupation and job duties may be pursued as willful misrepresentations of the Application (20 CFR 655.60(a))	**New:** Employers may not place H-2B workers in a job opportunity not certified on the Application. 20 CFR 655.20(x), 29 CFR 503.16(x)
Accuracy of atements	The dates of and reasons for temporary need and the number of positions must be accurately stated on the 9142. 20 CFR 655.22(n)	No similar provision.Inaccurate statements may be pursued as willful misrepresentations of the Application

Butler's Exh. 101, p. 005

		before termination. 20 CFR 655.20(y), 29 CFR 503.16(y)
Compliance with other employment-related laws	During the period of employment, employers must comply with all other employment-related laws, including employment-related health and safety laws. 20 CFR 655.22(d)	During the period of employment, employers must comply with all other employment-related laws, including employment-related health and safety laws. 2015 rule also adds a prohibition against the employer and its agents knowingly confiscating, destroying, or holding immigration documents. 20 CFR 655.20(z), 29 CFR 503.16(z)
Cooperation with investigators	Employers must at all times cooperate in administrative and enforcement proceedings.An employer being investigated must make available to WHD the records, information, person, and places that WHD deems appropriate.Records must be made available within 72 hours following notice from WHD.No employer or representative or agent of the employer may interfere with any Department official performing an investigation, inspection, or law enforcement function pursuant to the H-2B program. 20 CFR 655.50(c)	The employer will cooperate with any agent of the Secretary who is exercising or attempting to exercise the Department's authority pursuant to the H-2B program.The employer will retain all documents pertaining to the Application and Registration, the recruitment-related documents, the payroll records, and related documents for 3 years, and make them available to WHD within 72 hours

		after a request from WHD. 29 CFR 503.16(bb) and 503.25.

IV. Remedies

Issue/Provision	2009 Regulations	2015 Regulations
Revocation		**New:** ETA may revoke a labor certification for a variety of reasons, including fraud; willful misrepresentation of a material fact; substantial failure of a term or condition of employment; failure to cooperate with DOL investigation; or failure to comply with DOL remedies, sanctions, or decisions. 20 CFR 655.72
Civil Money Penalties	Up to $10,000 per violation. CMPs are equal to back wages and subject to a $10,000total cap for violations related to H-2B wages (655.22(e)), prohibited fees (655.22(j)), and improper deductions (655.22(g)). Highest penalties are reserved for violations that involve harm to U.S. workers. 20 CFR 655.65	Up to $10,000 per violation. **New: What constitutes a violation:** "Each such violation involving the failure to pay an individual worker properly or to honor the terms or conditions of a worker's employment required by the H-2B Registration , Application for Prevailing Wage Determination, Application for Temporary Employment Certification , or H-2B Petition , constitutes a separate violation." CMPs are equal to back wages subject to the $10,000 cap for violations related to H-2B wages, prohibited fees, and improper deductions. CMPs are equal to wage assessments for U.S. workers who were improperly laid off or not hired or rehired. Highest penalties are reserved for violations that involve harm to U.S. workers. 29 CFR 503.23
Debarment	WHD does not have independent debarment authority.WHD may recommend debarment to ETA after a final determination.ETA must debar within 2 years of the occurrence of the violation.ETA debarment authority also extends to agents and attorneys. Debarment period: between 1 and 3 years. 20 CFR 655.23	WHD does have independent debarment authority to debar employers, agents, and attorneys. Debarment extends to all other labor certifications (other visa programs) with DOL. Offenses which may be cause for debarment are broader than in 2008 regulations. Debarment period: between 1 and 5 years. 29 CFR 503.24
Other remedies	Include back wages, reinstatement of	Includes backwages, enforcement of provisions of the

Butler's Exh. 101, p. 007

U.S. Department of Labor
Wage and Hour Division
Washington, D.C. 20210

U.S. Wage and Hour Division

December 17, 2015

FIELD ASSISTANCE BULLETIN No. 2015-1

MEMORANDUM FOR: REGIONAL ADMINISTRATORS AND DISTRICT DIRECTORS

FROM: Dr. David Weil
Wage and Hour Administrator

SUBJECT: Credit toward Wages under Section 3(m) of the FLSA for Lodging Provided to Employees

This memorandum provides guidance to Wage and Hour Division (WHD) field staff regarding credit toward wages under section 3(m) of the Fair Labor Standards Act (FLSA) for lodging provided to employees. Section 3(m) of the FLSA allows an employer to, under certain circumstances, count as wages "the reasonable cost … to the employer of furnishing such employee with board, lodging, or other facilities." 29 U.S.C. § 203(m). This memorandum explains the requirements for taking the credit, as well as the proper method of accounting for it in calculating wages, when an employer provides lodging to employee.

Although the topics addressed in this memorandum apply broadly, a number of examples specific to live-in domestic service employees appear below because WHD anticipates that many employers of home care workers will make use of the section 3(m) credit now that Federal minimum wage and overtime protections apply to many such workers pursuant to the Home Care Final Rule, Application of the Fair Labor Standards Act to Domestic Service, 78 Fed. Reg. 60,454 (Oct. 1, 2013).[1] WHD emphasizes, however, that Section 3(m) applies in a variety of contexts, and nothing in this FAB is meant to limit an employer's use of section 3(m) under other circumstances in any way.

[1] Detailed information about the Home Care Final Rule, including the regulatory changes it made and the meaning of several terms used in this FAB, such as "domestic service employment," "third party employer," and "private home," is available at http://www.dol.gov/whd/homecare/. In particular, the preamble to the Final Rule explains that a "live-in domestic service employee," a term used frequently in this document, is a domestic service employee, such as a home care worker or nanny, who resides at the worksite on a "permanent basis" or for "extended periods of time." *See* 29 C.F.R. § 785.23; FOH § 31b20; 78 Fed. Reg. 60,474.

Butler's Exh. 102, p. 001

Discussion

Section 3(m) provides, in relevant part, that:

> "Wage" paid to any employee includes the reasonable cost, as determined by the Administrator, to the employer of furnishing such employee with board, lodging, or other facilities, if such board, lodging, or other facilities are customarily furnished by such employer to his employees: *Provided*, That the cost of board, lodging, or other facilities shall not be included as a part of the wage paid to any employee to the extent it is excluded therefrom under the terms of a bona fide collective-bargaining agreement applicable to the particular employee: *Provided further*, That the Secretary is authorized to determine the fair value of such board, lodging, or other facilities for defined classes of employees and in defined areas, based on average cost to the employer or to groups of employers similarly situated, or average value to groups of employees, or other appropriate measures of fair value.

29 U.S.C. § 203(m). The question whether an employer may properly count the value of lodging as a part of an employee's wages can arise in a variety of contexts. For example, some farm workers live in employer-provided housing near the fields in which they work. Additionally, some domestic service workers, such as home care workers or nannies, live at the home in which they provide services.

A. Requirements for Claiming a Section 3(m) Credit

Based on the Department's regulations and longstanding interpretation of section 3(m), an employer who wishes to claim the section 3(m) credit for lodging must ensure that the following five requirements are met:

1. The lodging is regularly provided by the employer or similar employers;
2. The employee voluntarily accepts the lodging;
3. The lodging is furnished in compliance with applicable federal, state, or local law;
4. The lodging is provided primarily for the benefit of the employee rather than the employer; and
5. The employer maintains accurate records of the costs incurred in furnishing the lodging.

1. Lodging Regularly Provided by the Employer or Similar Employers

Employers may take advantage of section 3(m) only if the lodging is "furnished regularly by the employer to his employees or if the same or similar facilities are customarily furnished by other employers engaged in the same or similar trade, business, or occupation in the same or similar communities." 29 C.F.R. § 531.31 (citing *Walling v. Alaska Pac. Consol. Mining Co.*, 152 F.2d 812 (9th Cir. 1945); Field Operations Handbook (FOH) § 30c02(a)).

Because live-in domestic service employees, for example, often reside at their employers' private homes without paying rent, this requirement is met for those workers. Similarly, agricultural workers are often provided housing during the harvest season by their employers, so this

Butler's Exh. 102, p. 002

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requirement is met for workers under those circumstances as well. Wage and Hour investigators (WHIs) will need to consider whether this requirement is met for other types of employees whose employers claim a section 3(m) credit based on the circumstances presented in the particular investigation.

2. Voluntary Acceptance

Employees must accept lodging voluntarily and without coercion in order for an employer to take advantage of section 3(m). 29 C.F.R. § 531.30; *see also* 552.100(b); Wage & Hour Opinion Letter WH 513 (Feb. 24, 1982).[2] WHD will normally consider the lodging as voluntarily accepted by the employee when living at or near the site of the work is necessary to performing the job. For example, this requirement is typically met when a live-in domestic service employee and the employer have an understanding that the employee will live on the premises as a condition of employment, or when an apartment complex provides a free apartment to the complex manager. *See* Wage & Hour Opinion Letter WH 513 (noting that "voluntary acceptance of a job can be construed as voluntary acceptance of the facilities only when the facilities are integral to performing the job (as with room and board for a live-in housekeeper and babysitter) and the employee understood this when accepting the job" (citing *Lopez v. Rodriguez*, 668 F.2d 1376 (D.C. Cir. 1981))); *see also Brock v. Carrion, Ltd.*, 332 F. Supp. 2d 1320, 1325 (E.D. Cal. 2004) (determining that lodging was accepted voluntarily where an apartment manager who lived on-site "does not actually assert that he was coerced" and had signed an employment agreement).[3] In other circumstances, WHIs should look for an indication, such as a written agreement, that the employee voluntarily agreed to live in a residence provided by the employer.

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[2] Several courts have rejected the WHD's position, expressed in 29 C.F.R. § 531.30, that employees must voluntarily accept meals instead of cash wages for the employer to properly count toward its minimum wage obligation the reasonable cost or fair value of those meals. *See, e.g.*, *Herman v. Collis Foods, Inc.*, 176 F.3d 912, 916-18 (6th Cir. 1999); *Donovan v. Miller Properties, Inc.*, 711 F.2d 49, 50 (5th Cir. 1983); *Davis Bros., Inc. v. Donovan*, 700 F.2d 1368, 1369-72 (11th Cir. 1983). Accordingly, the WHD "no longer enforces the 'voluntary' provision" of 29 C.F.R. § 531.30 "with respect to *meals*." FOH § 30c09(b) ("Therefore, where an employee is required to accept a meal provided by the employer as a condition of employment, [the WHD] will take no enforcement action, provided that the employer takes credit for no more than the actual cost incurred.").

[3] This presumption of voluntariness can, of course, be overcome, such as in cases involving coercion. *See Lopez*, 668 F.2d at 1380 (explaining that "even where an employee voluntarily and knowingly accepts a job which, by its nature, requires board and lodging in the employer's home, an employer may impose 'coercive' conditions—that is, conditions so onerous and restrictive that the employee's continued employment and acceptance of the board and lodging ceases to be voluntary"); *Marshall v. Intraworld Commodities Corp.*, No. 79 C 918, 1980 WL 2097, at *4 (E.D.N.Y. June 9, 1980) (rejecting an employer's claim of section 3(m) credit because the employee, brought from outside the United States and made to work six or seven days a week at his employer's home and office, "had no other place to live and no choice but to accept the food and facilities provided to him" and therefore the voluntary acceptance requirement was not met). Although such circumstances are not the norm, WHIs are advised to be attentive to any signs that the presumption of voluntariness is not applicable in a particular case.

Butler's Exh. 102, p. 003
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3. Compliance with Federal, State, and Local Laws

Employers may not include the cost of lodging as part of employees' wages if the lodging is "in violation of any Federal, State, or local laws, ordinance or prohibition." 29 C.F.R. § 531.31; *see also* FOH § 30c02(b). For example, the WHD will not allow a section 3(m) credit if the lodging provided does not have or has been denied a required occupancy permit or is not zoned for residential use. *See* FOH § 30c02(b). Similarly, courts have disallowed an employer's use of the section 3(m) credit in circumstances in which lodging was substandard or not compliant with law. *See, e.g.*, *Soler v. G & U, Inc.*, 768 F. Supp. 452, 465-66 (S.D.N.Y. 1991) (holding that an employer could not take advantage of section 3(m) because migrant farm workers' camp was operated in violation of the relevant state permit due to overcrowding); *Osias v. Marc*, 700 F. Supp. 842, 845 (D. Md. 1988) ("Because the Department of Labor's investigative report found the housing to be seriously substandard, the employer may not credit the cost of furnishing the facilities against minimum wage obligations."); *Strong v. Williams*, No. 78-124-Civ-TG, 1980 WL 8134, at *4, 5 (M.D. Fla. April 22, 1980) (holding that an employer could not claim credit for housing provided to migrant farm workers when the employer was "not authorized to house migrant workers under 7 U.S.C. § 2044(a)(4)," the Federal Farm Labor Contractors Registration Act).

WHIs should be aware of and look into any suggestions that employer-provided lodging is substandard such that its condition violates law.

4. Primary Beneficiary

An employer may not include the cost of lodging in an employee's wages unless the employee receives the primary benefit of the lodging. *See* 29 C.F.R. § 531.3(d)(1); *see also* FOH § 30c01(c); *Ramos-Barrientos v. Bland*, 661 F.3d 587, 595-98 (11th Cir. 2011) (accepting as consistent with statutory and regulatory texts the Secretary's position that lodging must primarily benefit the employee in order for a wage credit to be taken). Lodging is ordinarily presumed to be for the primary benefit and convenience of the employee. *See* FOH § 30c03(a)(2).[4] But this presumption is rebutted in circumstances in which lodging is "of little benefit to employees," such as "where an employer requires an employee to live on the employer's premises to meet some need of the

[4] In contrast, the primary benefit requirement typically prohibits employers from claiming certain other types of expenses as part of wages pursuant to section 3(m). Specifically, an employer's business expenses, such as tools of the trade, other materials and services incidental to carrying on the employer's business, utilities, taxes and insurance, business-related travel expenses, and uniforms required by the nature of the business, are primarily for the convenience of the employer. 29 C.F.R. § 531.3(d); FOH § 30c04. Furthermore, expenses imposed on the employer by law are for the primary benefit of the employer. Wage & Hour Opinion Letter, 1997 WL 998029 (Aug. 19, 1997) (explaining that "an employer may not take credit for facilities which the employer is required by law or regulation to provide"); *see also Bland*, 661 F.3d at 595-98 (accepting the Department's position that the cost of housing provided to employees on H-2A visas was primarily for the benefit of the employer, and thus could not be credited as part of wages under section 3(m), because regulations required that employers provide housing free of charge to H-2A workers).

employer." *Id*; *see also Soler v. G. & U., Inc.*, 833 F.2d 1104, 1110 (2d Cir. 1987) (explaining that "in appropriate circumstances, ... the presumption [that housing facilities may be included in wages under section 3(m)] is subject to challenge and rebuttal under the Regulation's balancing of benefits standard" and that if housing "is not a benefit running primarily to the employee, but rather a burden imposed upon the employee in furtherance of the employer's business," the housing may not be included in the employee's wage).[5]
In particular, an employer may not claim the section 3(m) credit if "the employer requires the employee to leave an existing home and live on the employer's premises to be 'on call' to meet the needs of the employer." Wage & Hour Opinion Letter FLSA-1331 (Nov. 5, 1996); *see also Soler*, 833 F.2d at 1110-11 (holding that, among other factors, where workers "were not required to live on the farms as a condition of employment" and "were not 'on call,'" a determination that housing was for their benefit was not arbitrary and capricious).

WHIs must consider the nature of the employment relationship and review the specific circumstances of each case to determine whether the lodging provided is primarily for the benefit of the employee. In the case of live-in domestic service employees, the Department recognizes that such employees typically are not working all of the time that they are on the premises of their employer and, ordinarily, they may at times engage in normal private pursuits, such as sleeping, eating, watching television, or reading a book and may leave the premises if they choose. 29 C.F.R. § 785.23; 29 C.F.R. § 552.102(a). There are, however, scenarios in the home care context in which an employee lives with a recipient of home care services in order to provide assistance throughout the day and/or night. Although the acuity level of the recipient of services does not determine whether the lodging is for the benefit of the employer or the employee, the employer's demands on an employee's time is relevant to a determination of who primarily benefits from the employee's living at the residence. In other words, whether the employer has provided a live-in domestic service employee with specific time periods during which the employee is completely relieved from duty and which are long enough to enable the employee to use the time effectively for her own purposes (*i.e.*, has provided bona fide off-duty time) is one factor that may help determine who primarily benefits from the living arrangement and the lodging provided. For example, if a college student moved into the extra bedroom in a home owned by an 80-year-old man to provide him assistance with bathing and dressing for two hours in the mornings and preparing for sleep for one hour each night, but the student was otherwise free to spend her time as she pleased, those facts would weigh in favor of a finding that the lodging was primarily for the benefit of the employee. Similarly, if a property management company provided a plumber with a reduced-rent apartment in one of its complexes in exchange for the plumber being available

[5] Lodging will also be considered for the primary benefit of the employer if "the employee must travel away from home to further the employer's business." FOH § 30c03(a)(2). For example, hotel or other expenses incurred when an employer requires an employee to travel with the employer (such as if a home health aide accompanies an individual with disabilities to a work conference across the country or a nanny accompanies her employer's family on vacation to provide child care services) may not be included as part of wages under section 3(m). Similarly, lodging would be considered to be for the primary benefit of the employer if an employee of a chain of retail stores incurs lodging expenses because she was required to travel to a store in another state in order to train new employees at that location.

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two weekends per month for emergency calls, that factual scenario would weigh in favor of a finding that the lodging was provided primarily for the benefit of the employee.

As explained, however, if the employer's demands on an employee's time are so great or constant that the employee is working or is "engaged to wait" while on the premises, particularly overnight in the domestic service context, these facts would likely support a finding that the lodging is primarily for the benefit of the employer. Therefore, where an employee provides round-the-clock care, or if the employee's sleep or off-duty time is regularly interrupted to perform work for the employer, the lodging typically will be deemed as primarily for the benefit of the employer. In such circumstances, a section 3(m) credit for the lodging will not be permissible (recognizing, however, that circumstances can change over time and the credit may be available at a later date). These circumstances could arise, for example, in the case of a live-in nanny who tends to a baby throughout the night, a home health aide who serves an individual with a health condition that requires her to have constant assistance, including overnight, or a handyman who provides services to the apartment complex in which he resides who is constantly responding to emergency calls during his off-duty hours.

Whether the employer has provided an employee with adequate lodging is another factor that may help determine who primarily benefits from the living arrangement and the lodging provided. For example, if an employer provides an employee with private living quarters such as a separate bedroom that is furnished (with, for example, a bed, night table, and dresser) where the employee is able to leave her belongings and spend her off-duty time, this factor weighs in favor of a finding that the primary beneficiary of the lodging is the employee. Similarly, if the employer provides the employee with access to a kitchen and a private bathroom, such facilities support a finding that the lodging is primarily for the benefit of the employee (although such facilities are not a prerequisite for taking the section 3(m) credit). Such private quarters typically ensure that the employee is able to engage in normal private pursuits as she would in her own home. Even when the employee is provided private living quarters, however, lodging will typically be deemed primarily for the employer's benefit if the employee is "on-call" 24 hours a day or his or her sleep and off-duty time is regularly interrupted. If an employee is only provided a cot or couch to sleep on in a living space shared with the employer, this fact would suggest that the employee is not provided adequate off-duty time or is unable to use such time as she chooses and therefore that the lodging is primarily for the benefit of the employer.

5. Accurate Recordkeeping

Records substantiating the cost of furnishing lodging. Pursuant to the FLSA recordkeeping regulations, in order to take a wage credit under section 3(m), an employer must maintain accurate records of the costs incurred in furnishing lodging to the employee. *See* 29 C.F.R. § 516.27(a); *see also* 29 C.F.R. § 552.100(d); Wage & Hour Opinion Letter, 1994 WL 1004832 (June 1, 1994); FOH § 30c05(a). These records "shall include itemized accounts showing the nature and amount of any expenditures entering into the computation of the reasonable cost." 29 C.F.R. § 516.27(a)(1). For example, records could include proof of mortgage or rental payments and

utility bills. If an employer does not provide records to support its claim of a section 3(m) lodging credit, the employer has not met this prerequisite for including lodging costs in employees' wages.[6]

With respect to live-in domestic service employees only, an employer that does not provide such records may claim a certain amount—up to seven and one-half times the statutory minimum hourly wage for each week lodging is furnished, currently $54.38 (7.5 x $7.25)—toward wages rather than the reasonable cost or fair value of the housing provided. 29 C.F.R. § 552.100(d). *Records regarding wage calculations.* The Department's regulations require an employer to keep records showing section 3(m) additions to or deductions from wages if those additions or deductions affect the total cash wages owed. *See* 29 C.F.R. § 516.27(b). Specifically, if because of a section 3(m) credit, an employee receives less in cash wages than the minimum wage for each hour worked in the workweek, the employer "shall maintain records showing on a workweek basis those additions to or deductions from wages." *Id.* An employer must also maintain such records if an employee is owed overtime in a workweek and the employer has taken a section 3(m) credit. *Id.*

A number of courts have denied employers' attempts to claim a section 3(m) credit in circumstances in which those employers have not maintained proper records of costs or wage calculations. *See, e.g., Caro-Galvan v. Curtis Richardson, Inc.*, 993 F.2d 1500, 1514 (11th Cir. 1993) (reversing a district court's dismissal of workers' claims of minimum wage violations because deductions for the cost of housing and utilities are impermissible when employer has failed to comply with the recordkeeping provisions of the FLSA and thus cannot substantiate the alleged reasonable cost of the housing provided (citing *Marshall v. DeBord*, No. 77-106-C, 1978 WL 1705 (E.D. Okla. July 27, 1978))); *Donovan v. Williams Chem. Co.*, 682 F.2d 185, 189-90 (9th Cir. 1982) (reversing a district court's allowance of a section 3(m) credit for housing because "[t]he employer has the obligation, under the regulations, to keep records concerning costs" and that burden does not shift in the absence of evidence of the cost of the housing (citing *Donovan v. New Floridian Hotel, Inc.*, 676 F.2d 468 (11th Cir. 1982))); *Chao v. Min Fang Yang*, No. 05–2563, 2007 WL 7209596, at *6 (W.D. Tenn. Aug. 13, 2007) (prohibiting employer from taking a section 3(m) credit where the employer "failed to make or keep records as required by 29 C.F.R. § 516.27 with respect to the cost of providing meals and lodging, or the requirement of maintaining records of any deductions claimed on a weekly basis"); *Carrion, LTD.*, 332 F. Supp. 2d at 1326-27 (holding that an employer could not use section 3(m) to offset backwages owed for FLSA violations because the employer failed to produce documentation demonstrating the cost of providing employee with lodging, and explaining that an agreement to charge employees a certain amount of rent did not satisfy this requirement).

B. Collective Bargaining Agreements

An employer may not include in an employee's wage the cost of lodging "to the extent it is excluded therefrom under the terms of a bona fide collective bargaining agreement [(CBA)]

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[6] An exception applies in circumstances in which the amount of any possible section 3(m) credit is not relevant: if in any workweek an employee whose employer furnishes lodging to her receives at least the minimum wage in cash and is not owed any overtime compensation, her employer is not required to keep records of the value of the lodging as to that workweek. 29 C.F.R. § 516.27(c).

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applicable to the particular employee." 29 C.F.R. § 531.6(a); *see also* 29 U.S.C. § 203(m); FOH § 30c01(b). The determination of whether a CBA contains an exclusion of the cost of lodging that would otherwise qualify for a section 3(m) credit "will be based upon the written provisions" of the CBA. FOH § 30c01(b).

In the course of an investigation, the WHI should determine whether the employee is a member of a union or subject to a CBA. For example, some live-in home care workers are parties to CBAs with the State administering the Medicaid-funded program through which they are employed. If so, the WHI should obtain a copy of the CBA to determine whether it prohibits the employer from claiming a section 3(m) lodging credit.

C. Application of a Section 3(m) Credit

If an employer satisfies the five requirements for claiming the section 3(m) credit and the value of the facilities furnished is not excluded from wages pursuant to a CBA, the amount claimed must comply with statutory and regulatory guidelines, and the employee's wages must be properly calculated.

1. Reasonable Cost or Fair Value

The section 3(m) credit may not exceed the "reasonable cost" or "fair value" of the facilities furnished, whichever is less. 29 U.S.C. § 203(m); FOH § 30c01(a).

Reasonable cost. In this context, "reasonable cost" is "not more than the actual cost to the employer of the board, lodging, or other facilities customarily furnished by him to his employees." 29 C.F.R. § 531.3(a); *see also* FOH § 30c05(a). In other words, "reasonable cost" "does not include a profit to the employer or to any affiliated person." 29 C.F.R. § 531.3(b).[7] The actual cost to an employer of providing lodging to such a worker could be, for example, a portion of the monthly mortgage or rental payment as well as utility payments. *See, e.g.*, FOH § 30c06(d)(2) ("When the employer leases a property from another person, the amount of rent paid by the employer to the other person is considered part of the 'reasonable cost' provided that the rent charged provides no profit for the employer, directly or indirectly.").[8]

The source of the funds the employer uses to provide the property is not relevant. The actual cost an employer pays may include money from the employer's savings or income and/or other funds provided to the employer, such as public assistance provided to certain individuals who employs home care workers. For purposes of calculating a section 3(m) credit, it is significant only that an

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[7] Whether an individual is an "affiliated person" depends upon the facts of the situation, although "[a] spouse, child, parent, or other close relative of the employer," "a partner, office, or employee in the employer company or firm," "a parent, subsidiary, or otherwise closely connected corporation" or "an agent of the employer" who furnishes lodging will be deemed an "affliated person." 29 C.F.R. § 531.33(b).

[8] In the domestic service context, if a person receiving services owns the home in which he and his employee live and therefore makes no mortgage or rental payment, the section 3(m) credit could be for the cost of paying property taxes, utilities, and other necessary costs of maintaining the home.

employer, rather than the employee or another party that is not an employer, pays for the housing, not how the employer obtained the funds for such payments.

The portion of the cost of the residence in which an employee lives that may be counted as part of wages must be a reasonable approximation of the worker's share of the housing. *See* FOH § 30c06(d)(3) (explaining that the cost of lodging is to be divided among the employees living in a particular facility based on the amount of space provided to each employee). There is no formula for determining the appropriate fraction of the mortgage, rental, or other costs of the lodging that applies to a particular employee; instead, the employer or WHI must take into account the specific circumstances. For example, in a large house in which a family of five and a home care worker reside, the amount might most appropriately be determined based on the ratio of the square footage of the employee's bedroom to the square footage of the entire house. On the other hand, in an apartment shared by a recipient of home care services and a paid roommate, where the two individuals have equal use of the kitchen and common living spaces, the appropriate amount of a section 3(m) credit might be half of the rental cost of the unit. Similarly, if three agricultural workers are sharing a small cottage provided by the employer, then the appropriate amount of a section 3(m) credit that could properly be counted toward each employee's wages would likely only be one-third of the cost of the cottage.

Additionally, reasonable cost is to be calculated on a workweek-by-workweek basis so it can be added to cash wages for purposes of assessing whether the employer's minimum wage obligation has been met and determining the regular rate of pay upon which any overtime compensation due must be calculated, as described below. *See* FOH § 30c06(d)(3) (explaining that it is necessary to determine the "weekly reasonable cost"). The weekly reasonable cost can be calculated based on a monthly mortgage or rental amount by multiplying the monthly amount by 12 and dividing by 52. As to costs that vary over time, such as utility bills, a WHI should consider the specific costs for the time period covered in an investigation, based on the employer's records, although the WHI may in his or her discretion use (or accept an employer's use of) average amounts, if the approximation is reasonable.

The employer bears the burden of establishing, with records, the reasonable cost of lodging. 29 C.F.R. § 516.27; FOH § 30c05(a). Records of mortgage payments, a rental agreement and records of rent checks, or utility bills, for example, suffice as bases for actual cost calculations. In addition, records regarding sources of public assistance to the employer used to pay for housing, such as records regarding Housing Choice Vouchers, may be among the records used to fulfill this requirement. As noted above, an employer of a live-in domestic service employee that does not provide records is subject to an exception to this general rule: the employer may claim up to seven and one-half times the statutory minimum hourly wage, currently $7.25, for each week lodging is furnished toward wages. 29 C.F.R. § 552.100(d). In other words, in the absence of records, the employer may credit for lodging no more than $54.38 (7.5 x $7.25) per week to the wages if the employee is a live-in domestic service employee.

Fair value. Section 3(m) of the FLSA gives the Secretary authority to determine the "fair value" of lodging for purposes of an employer's claiming the section 3(m) credit. 29 C.F.R. § 531.2(a); FOH § 30c01(a). If the actual cost to the employer exceeds the rental value of the lodging, 29 C.F.R. § 531.3(c); FOH § 30c06(c), or the employer otherwise establishes a "reasonable cost"

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that "appears to be excessive in relation to the facilities furnished," FOH § 30c01(a), the employer may only count the lower fair value of the lodging toward wages.

As with assessments of reasonable cost, there is no specific formula for determining fair value. WHIs may approximate the fair value of lodging by considering average rental prices in the area for similar homes. Investigators may estimate these amounts by, for example, using fair market rent data for a particular locality as published by the U.S. Department of Housing and Urban Development, available at http://www.huduser.org/portal/datasets/fmr.html, searching for comparable rental units online, or requesting information from local real estate brokers or other experts. Investigators may also consider the reasonable cost of lodging claimed by similarly situated employers if such information is available.
Because an employer may not profit from the section 3(m) credit, an employer may only use the fair value of housing as the amount credited toward wages if that amount is equal to or lower than the amount the employer actually pays for the housing.

2. Wage Calculations

To calculate an hourly rate including the section 3(m) credit, the value of the lodging is added to cash wages (excluding overtime compensation) and divided by the hours worked in a given week. The credit goes toward the employer's minimum wage obligation and therefore is included in the determination of the employee's regular rate of pay for purposes of calculating any overtime compensation due. *See* 29 C.F.R. § 531.37(b) ("Where deductions are made from the stipulated wage of an employee, the regular rate of pay is arrived at on the basis of the stipulated wage before any deductions have been made. Where board, lodging, or other facilities are customarily furnished as additions to a cash wage, the reasonable cost of the facilities to the employer must be considered as part of the employee's regular rate of pay."); 29 C.F.R. § 778.116 ("Where ... an employer furnishes lodging to his employees in addition to cash wages the reasonable cost or the fair value of the lodging (per week) must be added to the cash wages before the regular rate is determined."); FOH § 30c01(c) ("[T]he reasonable cost to the employer of furnishing board, lodging, or other facilities (or the fair value thereof) must be included in the employee's [regular rate] of pay for the purposes of computing [overtime] pay.").

An employer's claiming the section 3(m) credit only in overtime weeks, or in a greater amount in overtime weeks, is cause for suspicion. 29 C.F.R. § 531.37. An employer may not use the section 3(m) credit for the purpose of evading the overtime compensation requirement. *Id.*

For example, assume a live-in domestic service employee receives $6 per hour as well as room and board, for which the reasonable cost is $100 per week. If the employee works 30 hours in a workweek, the $180 ($6 x 30) cash wages is added to the $100 in section 3(m) credit for a total of $280 received in the week, which amounts to a regular rate of $9.33 ($280 / 30) per hour. Assuming the room and board credit is properly taken, this payment structure complies with the federal minimum wage requirement (that an employer pay at least $7.25 per hour).[9]

[9] This example also appears in Administrator's Interpretation No. 2014-1, available at http://www.dol.gov/whd/opinion/adminIntrprtn/FLSA/2014/FLSAAI2014_1.pdf, which addresses the application of the FLSA to shared living arrangements for the provision of home care services.

If during the following week, the same live-in domestic service employee worked for 50 hours, the employer's minimum wage obligation would still be met, but the employee, if not exempt from the overtime requirement,[10] would be due overtime compensation of one and a half times her regular rate of pay for each hour worked over 40. Specifically, she would receive $300 ($6 x 50) in cash wages plus $100 in section 3(m) credit for a total of $400, which amounts to a regular rate of $8 ($400 / 50) per hour. Her third party employer would then owe her an additional $40 ($8 x .5 x 10) in overtime compensation.

The section 3(m) credit may also be the sole payment an employee receives, provided it is sufficient to cover the employer's minimum wage obligation. *See* 29 C.F.R. § 531.36(a) ("Deductions for board, lodging, or other facilities may be made in nonovertime workweeks even if they reduce the cash wage below the minimum wage."). For example, a maintenance supervisor at an apartment complex who works for 12 hours per week could be compensated entirely by not being charged rent. If the reasonable cost of his lodging is $500 per month (or $115.38 per week, calculated by multiplying $500 by 12 months and dividing by 52 weeks), and the employer has complied with the section 3(m) requirements described above, this arrangement complies with the FLSA because the employee receives a regular rate of $9.62 per hour ($115.38 / 12).

Furthermore, section 3(m) applies to lodging furnished by the employer as compensation to an employee regardless of whether the employer calculates charges for such lodging as additions to or deductions from wages. 29 C.F.R. § 531.29. In other words, it is not relevant for purposes of calculating an employee's wages whether the employee has received housing free of charge (additions to cash wages) or has paid rent as a deduction from a paycheck or otherwise (deductions from wages).[11]

3. Joint Employment

As a general matter, under the FLSA any worker may be jointly employed by more than one employer. 29 C.F.R. § 791.2(a); *see also Baystate Alternative Staffing, Inc. v. Herman*, 163 F.3d 668, 675 (1st Cir. 1998) ("The FLSA contemplates several simultaneous employers, each responsible for compliance with the Act."). If it is determined, after applying the fact-specific economic realities test, that joint employment exists, then both or all employers will be jointly and severally liable for compliance with the FLSA. 29 C.F.R. § 791.2(a). In such circumstances, all employers may take credit toward their joint wage obligation for housing costs paid by any of them. *See id.* ("[A]ll joint employers are responsible, both individually and jointly, for compliance with all of the applicable provisions of the act, including the overtime provisions, with respect to

[10] If a live-in domestic service employee is solely employed by the recipient of services (or that person's family or household member), no overtime compensation is due because the sole employer may claim the live-in domestic service employee exemption from the Act's overtime requirements. 29 U.S.C. § 213(b)(21); 29 C.F.R. § 552.102, .109(c).

[11] When an employee is reimbursed for expenses incurred on behalf of his or her employer, however, such payments are not considered to be compensation for hours worked. Such payments therefore do not count toward wages under section 3(m) (and are excluded from the regular rate for purposes of overtime calculations).

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the entire employment for the particular workweek. In discharging the joint obligation each employer may, of course, take credit toward minimum wage and overtime requirements for all payments made to the employee by the other joint employer or employers."). For example, a farm owner and a farm labor contractor may jointly employ agricultural workers who receive housing as part of their employment arrangement; in such circumstances, regardless of which employer pays for the housing, provided all of the requirements described above are met, the reasonable cost or fair value of the housing may be credited toward the employers' joint FLSA wage obligations.

Joint employment is prevalent in the home care industry; a recipient of home care services (consumer) and a private home care agency, or a consumer and a public entity administering a Medicaid-funded home care program, might jointly employ a home care worker.[12] It is not uncommon for a consumer and home care agency to jointly employ a live-in domestic service employee, and for the employee to receive cash wages from the agency and housing from the consumer (such as if the home care agency pays a set amount per hour of work to that employee and the consumer pays rent on an apartment in which the employee and consumer reside). In such circumstances, the amount properly claimed as a section 3(m) credit and the cash wages are combined, as described above, to determine the total wages received for purposes of determining whether the employee has been paid in compliance with the FLSA and calculating any overtime compensation due.[13]

Conclusion

If an employer claims a section 3(m) credit for lodging provided to an employee, the WHI must conduct a detailed analysis that includes interviews and a review of all necessary records to determine if the requirements described above are met and if so, the appropriate amount of the credit.

Please contact Derrick Witherspoon, Chief, Branch of FLSA/Child Labor at (202) 693-0715 with any questions.

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[12] Administrator's Interpretation No. 2014-2, available at http://www.dol.gov/WHD/opinion/adminIntrprtn/FLSA/2014/FLSAAI2014_2.pdf, addresses joint employment by public entities of home care workers employed through consumer-directed programs, a home care services delivery model funded by Medicaid.

[13] In circumstances involving a live-in domestic service employee, joint employers can have different wage obligations, because those receiving home care services and their families or households may take advantage of the live-in domestic service employee exemption from the FLSA's overtime compensation requirement, but any third party employer may not. *See* 29 C.F.R. § 552.109(c). Nevertheless, any contribution toward wages the consumer (or the consumer's family or household) has made, including by paying for lodging provided to the employee, may be counted toward the third party employer's wage obligation.

Chapter 46

ENFORCEMENT OF H-2B

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46c WAGES

46c00 Required/offered wage rate.

(a) The H-2B employer is required to pay at least the highest of the prevailing wage, federal, state, or local minimum wages. *See* 20 CFR 655.22(e). The offered wage listed on the TEC Application must meet this requirement, and the offered wage (including any offered overtime wage rate) must be paid to H-2B workers and similarly employed U.S. workers who were hired during the 10 day recruitment period. *See* FOH 46b04(b). Additionally, if an employer does not comply with 20 CFR 655.22(n) and willfully places workers outside the area of intended employment or in occupations not certified on the TEC Application, the employer is still obligated to pay the higher of the rate listed on the TEC Application or the prevailing wage in the location or occupation where the employee is actually working.

(b) Satisfaction of wage obligation

Except as discussed below, the H-2B worker must be paid his/her wages, free and clear, when due at the end of the pay period in which the hours of work are performed.

(c) Facilities furnished to H-2B workers

(1) Deductions must be specified in the H-2B job offer, and all deductions must be reasonable.

(2) An employer may take a "wage credit" (*i.e.*, may reduce or make a deduction from the cash payment of the required/offered wage) for facilities that are primarily for the benefit of the H-2B worker.

(3) Housing and food allowances are generally considered to be for the primary benefit of the worker.

(4) The wage credit (deduction) for facilities cannot exceed the fair market value or the actual cost to the employer of the facility (whichever is lower) and must be documented by the H-2B employer. *See* 29 CFR 531.

46c01 Deductions.

(a) "Deduction" means any amount by which the H-2B worker's cash wages are decreased. A deduction may be shown on the payroll records, marked as a deduction or a wage credit (*e.g.*, FICA, housing). However, a deduction will also be considered to exist where the H-2B worker's cash wages have been decreased through out-of-pocket expenditures made by the H-2B worker for business expenses of the H-2B employer incurred in obtaining the worker's H-2B status. Such expenses include:

(1) Attorney's or agent's fees incurred for any activity related to the TEC Application or petition filing

(2) Recruitment costs, including the cost of advertising or payment to a foreign or domestic recruitment service

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(3) A discussion of the FLSA's impact on visa fees and inbound and outbound transportation for H-2B workers is set forth in FOH 46c01(f) and FOH 46c02

(b) A wage violation will exist where a deduction causes the cash wage to fall below the required wage, unless the deduction is made in accordance with the H-2B regulations. If the H-2B worker receives the required wage despite the deduction, there is no violation.

(c) The employer must make all deductions from the worker's wages that are required by law (*e.g.*, income tax and FICA).

(d) The H-2B employer may make deductions not required by law if such deductions:

(1) are specified in the job offer;

(2) are reasonable (the employer may not profit from the deduction); and

(3) do not violate federal, state, or local law.

(e) Fees paid to USCIS when filing a Petition for Nonimmigrant Worker (Form I-129) may not be deducted to the extent they reduce the worker's wages to below the required wage. Such fees include:

(1) a basic filing fee of $320.00,

(2) an additional premium processing fee of $1,000.00 if expedited processing is requested, and

(3) a fraud prevention and detection fee of $150.00 mandated by the Save Our Small and Seasonal Business Act of 2005 to be paid by all H-2B petitioning employers.

(f) The statute requires that the employer pay the reasonable cost of the H-2B's return transportation to his/her last place of residence abroad if the employer terminates the worker prior to the end of the approved status. *See* 8 USC 1184(c)(5).

46c02 Effect of the FLSA.

(a) The H-2B regulations allow employers to receive reimbursement for certain specific costs, including government required passport and visa fees. Under the FLSA, visa fees are an employer business expense. Consequently, H-2B employers that are covered under the FLSA may not make deductions that would bring the employee below the FLSA minimum wage. *See* 20 CFR 655.22(g) and Field Assistance Bulletin 2009-2 (available at http://www.dol.gov/whd/FieldBulletins/FieldAssistanceBulletin2009_2.htm).

(b) FLSA minimum wage

Under the FLSA, the employer is liable for the inbound transportation of the H-2B worker and the outbound transportation when the worker's H-2B status has ended. If failure to pay such transportation costs results in a failure to pay the FLSA minimum wage in a non-overtime initial or terminal workweek or the regular rate in an overtime workweek, there is an FLSA wage violation for the affected initial or terminal workweek(s). *See* Field Assistance Bulletin 2009-2.

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OFFICE OF INSPECTOR GENERAL

UNITED STATES DEPARTMENT OF LABOR

Investigative Advisory Report

Recommendations for Enhancing Forms Used for H-2B Non-Agricultural Temporary Workers

Date Issued: January 30, 2019
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AR - 3561

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Introduction

The Office of Inspector General (OIG), Office of Investigations - Labor Racketeering and Fraud, prepared this advisory report to provide the U.S. Department of Labor (DOL) with recommendations for improvements to the application forms the Employment and Training Administration's (ETA) Office of Foreign Labor Certification (OFLC) uses in the H-2B visa program.

The OIG has routinely reported that one of the top management challenges facing DOL is ensuring U.S. employers comply with statutory requirements intended to protect U.S. workers against adverse impacts on their job opportunities, wages, and working conditions when U.S. employers hire foreign workers.[1] OIG investigations have shown OFLC programs are susceptible to fraud and abuse by dishonest immigration attorneys, employers, labor brokers, and organized criminal enterprises. OIG investigations have also uncovered instances of unscrupulous employers misusing OFLC programs to engage in human trafficking, with victims often exploited for economic gain.

Our recommendations below are based on the results of our investigative work in this area.

Background

The H-2B program allows employers to bring foreign nationals to the U.S. to fill temporary, non-agricultural jobs. H-2B workers may remain in the U.S. for one-year increments, up to three years total. After three years as an H-2B visa holder, workers must depart the U.S. and cannot return for an uninterrupted period of at least three months, before seeking readmission to the U.S. as an H-2B visa worker. Spouses of H-2B workers and their unmarried children under the age of 21 may seek entry into the United States as an H-4 dependent of the H-2B worker.

Under the Immigration and Nationality Act (INA), the total number of foreign nationals who may be issued H-2B visas in any fiscal year may not exceed 66,000. There is no cap on H-4 dependents.

The H-2B forms referenced in this report include:

a. The *H-2B Application for Temporary Employment Certification Form ETA-9142B* (9142B);

b. The general instructions portion of the *H-2B Application for Temporary Employment Certification Form ETA-9142B* (General Instructions); and

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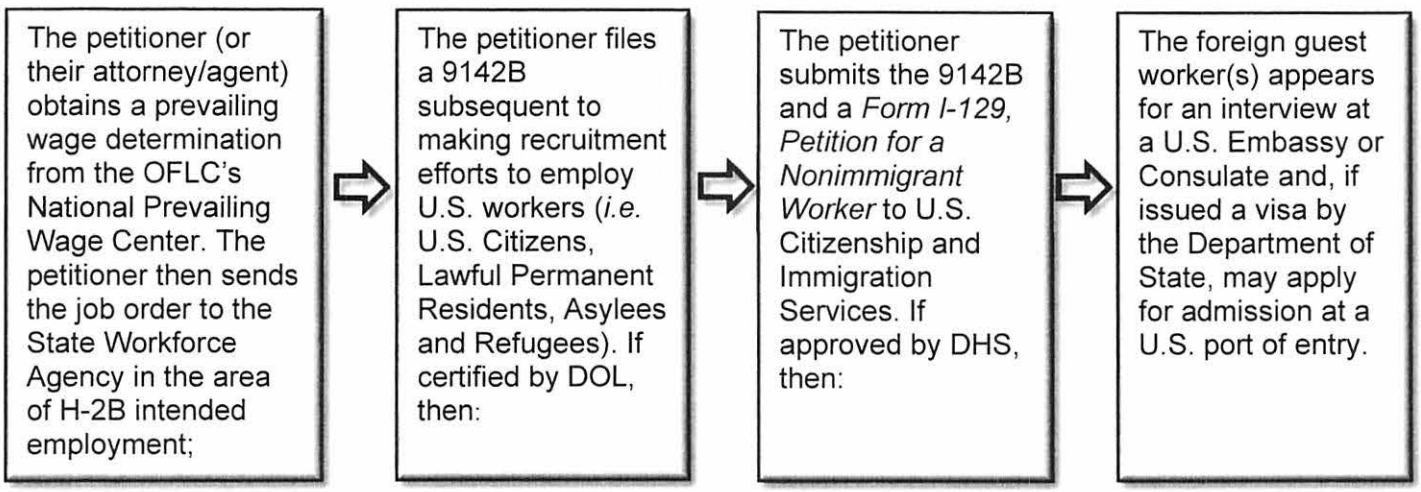
[1] The *Top Management and Performance Challenges* report can be found in its entirety at www.oig.dol.gov.

Butler's Exh. 104, p. 003

Butler 02500

c. The 9142B appendix, *H-2B Application for Temporary Employment Certification Form ETA-9142B – APPENDIX B* (Appendix B).

The general steps in obtaining authorization from the U.S. government to employ H-2B workers include:



Fraud Schemes

Over the last decade, the OIG, along with other federal partners, conducted more than 70 criminal investigations related to fraud in the H-2B program. This fraud was usually conducted by immigration attorneys, labor brokers, employers, and organized criminal enterprises. These perpetrators often conducted schemes where they filed fraudulent applications with DOL on behalf of individuals and fictitious companies. Typical schemes included:

1. **Terms of Employment Fraud**: The most common fraud investigated in the H-2B program has involved willful violations of the terms attested to by petitioners (employers seeking H-2B workers) on DOL and other government forms.

   Petitioners attest under penalty of perjury that they will adhere to the established legal terms of employment for H-2B workers. Common violations of the terms of employment include: deliberate failure to pay H-2B workers the legally established wage (prevailing wage), employment of H-2B workers outside the geographic locations of record (where job is posted and advertised for U.S. workers), and receipt of prohibited payments, such as illegal deductions from a worker's pay by the petitioner.

2. **Document Preparation Fraud**: Another common fraud the OIG has encountered occurs when a petitioner seeks assistance from a representative, such as an attorney or an agent, to recruit H-2B workers and to complete and submit the government forms and paperwork required to recruit H-2B workers for a particular

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job. Some unscrupulous representatives intentionally inflate the number of workers being sought by a petitioner in order to "shop" the surplus of approved workers.

For example, a petitioner might tell its representative it needs 25 H-2B workers to supplement its workforce. The representative might then falsely claim 50 H-2B workers are needed and electronically submit the false statement to OFLC on behalf of the petitioner before the petitioner's signature is required on the 9142B. When the 50 approved H-2B workers arrive in country, the representative "shops" the extra 25 workers to other employers in need of labor. In some cases, the petitioners themselves are complicit in the fraud scheme and knowingly allow the representative to engage in this fraud scheme in exchange for something of value.

3. **Labor Contractor/Labor Leasing Fraud**: Labor leasing contractors (LL) often seek approvals for an extraordinary number of H-2B workers to lease that labor to industries where it is common to use foreign workers in their labor pool. This practice is not limited to, but is prevalent within, the hospitality industry since hotels and resorts are often "end user" clients that lease H-2B workers from LLs.

   Resorts, hotels and other types of end user entities legitimately experience "seasonal" or "peak load" time periods during a given year where they have an actual need to supplement their labor force. Unscrupulous LLs take advantage of the H-2B program by fraudulently obtaining certifications/approvals for more H-2B workers than they need. Investigations involving these types of LLs have been some of the most egregious foreign labor certification fraud cases the OIG has worked over the past decade. Many OIG foreign labor certification investigations involving unscrupulous LLs included some form of exploitation of the H-2B workers.

   The various H-2B fraud schemes committed by malfeasant LLs involve both the false attestations made on forms relevant to the approval process, and the violations LLs commit when they knowingly and deliberately fail to adhere to the terms of employment outlined in both the application forms and codified regulations covering the H-2B guest worker program. LLs often falsely attest to having jobs available for H-2B workers and agree to employ those workers immediately upon their arrival to the U.S., when in fact no such need exists.

   In addition to the fraud scenarios described above, disreputable LLs falsely inflate the number of workers needed. This practice allows LLs to acquire surplus workers before the cap closure to "shop" out to other employers or LLs for a fee (usually a percentage of the H-2B workers' hourly pay). To justify the request for an extraordinarily high number of H-2B workers, LLs submit fraudulent supplemental documentation to the approving government agencies to support the inflated request. The fraudulent documentation often includes fabricated employment intent letters and labor-leasing contracts from fictitious end-user clients, which claim that the LL is providing them with laborers.

Butler's Exh. 104, p. 005

Butler 02502

The LLs often violate the agreed upon terms of employment by placing H-2B workers in occupations and geographical locations different from those listed on the certified 9142B. These LLs also fail to pay the established prevailing wage on the 9142B. These LLs will openly market their surplus H-2B workers as legally documented workers to any potential business client needing labor. This is illegal subletting which is a violation of all three employment terms previously mentioned.

Additionally, this illegal subletting promulgated by the LLs results in the workers violating the terms of their H-2B work visas, thereby invalidating them. A common example of this visa fraud, which involves all the aforementioned violations, would be when an LL receives certification to employ 60 H-2B workers at hotels in Florida. The LL has an agreement with the hotels to provide them with 30 workers. The LL has certification for 30 additional workers and learns that a packaging warehouse in Delaware needs 20 workers and a fast food restaurant in Iowa needs 10 workers because both businesses posted their labor needs on the internet. The LL responds to both posts and sublets its surplus 30 workers out accordingly to both businesses.

Findings and Recommendations

The OIG has a long-standing legislative recommendation and concern with DOL's limited ability to verify the accuracy of information provided on labor condition applications.[2] Based on our H-2B investigations across all regions of the U.S., we have identified areas of potential vulnerability related to DOL forms required for H-2B certification.

Our recommendations below would achieve the following: (1) Require petitioners and preparers to affirm they read and understood the attestations they declared in the application; (2) Show that the petitioner and preparer understood the consequences of providing misrepresentations on H-2B related forms; and (3) Clarify the petitioner and preparer responsibilities for accurately completing
Form ETA-9142B.

Finding and Recommendation 1

a. Finding: The key elements of H-2B employment, such as the number of workers, their period of employment, geographic location, job position, and prevailing wage, are not succinctly summarized on Appendix B. This provides the petitioner some plausible deniability in terms of understanding the most critical elements of the H-2B program requirements. As previously stated, it is common for petitioners to argue that, although they signed the attestation on Appendix B, their attorney or agent provided them only the signature page, but no other portion of the Form ETA-9142B.

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[2] DOL-OIG's legislative recommendations can be found in the *Semiannual Report to Congress* at www.oig.dol.gov

Butler's Exh. 104, p. 006

b. Recommendation: ETA should incorporate a summation of key attestations into Appendix B so the petitioner can expressly identify its legal responsibilities. This information could be auto-populated during the form preparation process, which would eliminate additional burden for preparers and guard against tampering.

c. Suggested language: at attestation section of Appendix B, Page B.3:

1) *I intend to employ the following number of H-2B workers:* _____ [as listed in Section B.7 of 9142B]

2) *For a period of employment lasting from:* _____ [as listed in Section B.5/6 of 9142B]

3) *To work as (job description):* _____ [as listed in Section F.a.1 of 9142B]

4) *At the following work location(s) only (County/State):* _____ [as listed in Section F.c.1 of 9142B]

5) *I will pay the H-2B workers the basic rate of pay of:*____ [as listed in Section G.1 of 9142B]

6) I will pay *the H-2B workers the overtime rate of pay of:* ____ [as listed in Section G.1a of 9142B]

Finding and Recommendation 2

a. Finding: The lack of reference to the entire body of Form ETA-9142B and Appendix B in the Appendix B attestation section leads to one of the most common defenses in both criminal and administrative cases involving the H-2B program, as many petitioners have claimed lack of knowledge of the forms filed on their behalf. It is common for petitioners to state that, although they signed the attestation on Appendix B, their attorney or agent only provided them the signature page portion of the Form ETA-9142B.

b. Recommendation: To demonstrate the petitioner has knowledge of the forms' contents and to guard against the shifting of culpability between petitioners and/or preparers in administrative or criminal proceedings, ETA should incorporate all pages of Form ETA-9142B and Appendix B into the attestation sections on page B.3 of Appendix B.

The language additions will provide petitioners and preparers with a more defined understanding of the legal requirements and prohibitions they must adhere to regarding their role in the filing process.

Butler's Exh. 104, p. 007

Butler 02504

These attestations are important because they help protect the foreign worker from exploitation and help dissuade nefarious petitioners, attorneys, or agents from conducting program fraud, abuse, and illegal profiteering-type activities, all of which strengthens the integrity of the H-2B program.

c. Suggested language: additions to the declaration/attestation section of Appendix B, page B.3:

I hereby designate the agent or attorney identified in Section D (if any) of the Form ETA -9142B to represent me for the purpose of labor certification and, by virtue of my signature in Block 3 below. I take full responsibility for the accuracy of any representations made by my agent or attorney ***on all Pages of the ETA-9142B.***

I have not received any illegal payment or other thing of value from prospective H-2B workers, agents, or any attorney for the submission of this application, and will not demand or accept such in the future [as listed in Section B.9. of 9142B APPENDIX B]

I declare under penalty of perjury that I have read and reviewed this application, ***including all Pages of Form ETA -9142B and Pages B.1-B.3 of this Appendix B****, and that to the best of my knowledge the information contained therein is true and accurate. I understand that to knowingly furnish false information in the preparation of this form and any supplement thereto or to aid, abet, or counsel another to do so is a felony punishable by* ***fines, imprisonment, or both (18 U.S.C. Sections 2, 1001, 18 U.S.C 1546 or 1621).***

Finding and Recommendation 3

a. Finding: Some deceitful attorneys and agents authorized to prepare applications on behalf of employers have violated that position of trust to facilitate H-2B fraud schemes. In some instances, employers were unknowing, while in other instances they were complicit.

b. Recommendation: To provide authorized preparers with a full understanding of their culpability for their role in fraud schemes related to the filing of their applications, and to be consistent with the statutory language listed in the other accompanying Form ETA 9142B documents, ETA should add both the visa fraud and perjury statute code violations to the preparer declaration.

c. Suggested language: at Attorney or Agent Declaration/attestation section of Appendix B, page B.1, last sentence:

...is a felony punishable by ***fines, imprisonment, or both (18 U.S.C. Sections 2, 1001, 1546 or 1621).***

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Finding and Recommendation 4

a. Finding: The Form ETA-9142B – General Instructions has no explicit requirement to read the instructions entirely. Because of this, it can be challenging for the government to hold petitioners accountable for non-willful failure to comply program requirements when they present a defense claiming they failed to completely read the instructions. The current language in the instructions advises petitioners to "please read" the form.

b. Recommendation: At paragraph one of the ETA-9142B – General Instructions, ETA should strengthen the language advising both petitioners and preparers that they are required to read the contents of the instructions before completing the form.

c. Suggested language: at page 1, paragraph one of instructions:

> "***IMPORTANT: Employers and authorized preparers must read all instructions carefully*** before completing the Form…"

Finding and Recommendation 5

a. Finding: The Form ETA-9142B – General Instructions fails to emphasize the consequences for willfully making false or misleading statements on the ETA-9142B. An additional advisement regarding the consequences for furnishing fraudulent misrepresentations provides greater emphasis for preparers to be honest.

b. Recommendation: At page one, paragraph two of the General Instructions, ETA should include language advising of the consequences of misrepresentations made to the OFLC when filing the ETA Form 9142B.

c. Suggested language: at page 1, paragraph two of General Instructions:

> **Any employer or authorized preparer**, who knowingly and willingly furnishes any false information ***or fraudulent misrepresentations*** in the preparation of Form ETA-9142B and any supporting documentation, or aids, abets, or counsels another to do so is committing a federal offense, punishable by fines or imprisonment up to five years or both (18 U.S.C. §§ 2, 1001).

Finding and Recommendation 6

a. Finding: The Form ETA-9142B has no explicit requirement to read the contents of the Form ETA-9142B – General Instructions. The current language in the form advises petitioners to "please read" the form. This language makes it challenging for the government to hold petitioners accountable who use their failure to

Butler's Exh. 104, p. 009

Butler 02506

completely read the instructions as a basis for a defense of non-willful failure to comply with program requirements.

b. Recommendation: At paragraph one of the ETA Form 9142B, ETA should strengthen the language advising both petitioners and preparers that they are required to read the contents of the instructions.

c. Suggested language: at page 1, paragraph one of the ETA Form 9142B:

> "***IMPORTANT: Employers and authorized preparers must read the general instructions carefully*** before completing the Form…"

Conclusion

OIG investigations and our work with other federal partners continue to reveal common schemes and strategies used by petitioners and others to circumvent the laws and regulations pertaining to the H-2B program.

The OIG recognizes that ETA continues to collaborate with DOL and other federal and state partners to strengthen protections in the H-2B program. We believe the vulnerabilities we have identified in the Form ETA-9142B, Appendix B and Instructions, suggest additional commonsense safeguards are needed to further enhance the integrity of the H-2B program and improve the federal government's ability to take action against those who seek to abuse the program.

Butler's Exh. 104, p. 010

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Jeannie Gorman, Attorney
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OFFICE OF THE ADMINISTRATIVE LAW JUDGES
UNITED STATES DEPARTMENT OF LABOR

ADMINISTRATOR, WAGE AND HOUR DIVISION, UNITED STATES DEPARTMENT OF LABOR, Prosecuting Party, v. BUTLER AMUSEMENTS, INC. and MICHAEL BRAJEVICH, Respondents.	ADMINISTRATIVE PROCEEDING Case No. 2018-TNE-00019 **ADMINISTRATOR'S FIRST SET OF DISCOVERY TO RESPONDENTS**

TO: Respondents, Butler Amusements, Inc., and Michael Brajevich: 3003 SW 153rd Drive, Suite 205, Beaverton, OR 97006

THROUGH: R. Wayne Pierce: The Pierce Law Firm, LLC, 133 Defense Highway, Suite 201, Annapolis, MD 21401

Pursuant to the regulations at 20 C.F.R. §655.72[1], 29 C.F.R. §18.50 *et seq.*, and the Court Order of November 30, 2018, the Administrator of the Wage and Hour Division, U.S. Department of Labor requests that Respondents answer fully and in writing each of these requests for admission, interrogatories and requests for production at the Office of the Solicitor, U.S. Department of Labor, 300 Fifth Avenue, Suite 1120, Seattle, WA 98104 within thirty (30) days of the date of service.

[1] Reference to the Administrator's H-2b regulations (29 C.F.R. §655, Subpart A) are to the 2008 regulations. *See* Bayou Lawn & Landscape Services, et al. v. Hilda L. Solis, et al., 12-cv-00183-RV-CJK (N.D. Fla. 2012).

Butler's Exh. 105 p.001
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P: Butler-Brajevich / Pleadings - 2018.1214 - Their INT+RFA, RPD

EXHIBIT A TO ADMINISTRATOR'S FIRST SET OF DISCOVERY REQUESTS

Name	Job Performed	Amount Due
Saul Estadillo Herrera	Truck driver	$ 2,750.00
Gustavo Gamero	Truck driver	$ 2,750.00
Sergio Guzman	Truck driver	$ 2,750.00
Jaime Hernandez	Machine shop mechanic	$ 3,324.20
Omar Lopez Romero	Ride supervisor	$ 3,064.60
Antonio Mendez	Ride supervisor	$ 644.60
Jose Ivan Ortega Romo	Truck driver	$ 2,750.00
Fernando Preza	Truck driver	$ 2,750.00
Felipe Villegas Quijano	Machine shop mechanic	$ 4,204.20
	Total backwages due:	$24,987.60

CERTIFICATE OF SERVICE

The undersigned hereby certifies that she is an employee in the Office of the Solicitor, U.S. Department of Labor, at Seattle, Washington, and is a person of such age and discretion as to be competent to serve papers.

That on December 14, 2018, she caused the Administrator's Initial Disclosures and this Certificate of Service to be filed with the OALJ, via UPS, at the following address:

Hon. Judge Richard Clark
U.S. Department of Labor: OALJ
90 Seventh Ave., Suite 4-800
San Francisco, CA 94103

On December 14, 2018, she caused the Administrator's Initial Disclosures, the Administrator's First Set of Discover to Respondents, and a copy of this Certificate of Service to be served upon the following via UPS delivery:

R. Wayne Pierce
The Pierce Law Firm, LLC
133 Defense Highway, Suite 201
Annapolis, MD 21401

By: _____
Jeannie Gorman
Senior Trial Attorney

OFFICE OF THE ADMINISTRATIVE LAW JUDGES
UNITED STATES DEPARTMENT OF LABOR

ACTING ADMINISTRATOR, WAGE AND HOUR DIVISION, UNITED STATES DEPARTMENT OF LABOR, Prosecuting Party, v. BUTLER AMUSEMENTS, INC. and MICHAEL BRAJEVICH, Respondents	ADMINISTRATIVE PROCEEDING Case No. 2018-TNE-00019 **INITIAL DISCLOSURES**

Pursuant to the Court's Order of November 30, 2018, 29 C.F.R. §18.50(c)(1)(i), the Administrator provides the following:

(1) Names of each individual with discoverable information

Given: the early stage of the litigation of this matter; that discovery has not yet been commenced, and; this information may change when the Administrator files his Witness and Exhibit List, at present, the Administrator answers as follows:

a. Each non-management employee employed by Respondents

Each employee, whether nonimmigrant or domestic, has knowledge of Respondents' actual pay practices, employment practices, positions held by employees, and location of work performed.

b. Each management employee employed by Respondents

Each management employee employed by Respondents, whether they supervise nonimmigrant and/or domestic employees, and regardless of their role regarding time and pay processing and/or time and pay practices, have some awareness of Respondents' employment practices, positions held by employees, and location of work performed.

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Butler Wage & Hr / Pleading – 2018.1214 - Their Initial Disclosures

c. Each agent employed or otherwise engaged by Respondents

It is assumed though not known, that Respondents shared or otherwise indicated their authorization for their pay and employment practices with outside agents, including but not limited to attorneys, accountants, and other legal agents.

(2) Description of documents

Documents comprising the investigative file (which includes documents subject to, *inter alia,* the Government Informant's Privilege, the Work Product Privilege, and the Investigative Files Privilege) are in the custody of the undersigned counsel.

(3) Computation of damages

Damages in the amount of backwages were calculated at $24,987.60. A civil money penalty was assessed at $10,000.

DATED this 14th day of December, 2018.

Kate O'Scannlain
Solicitor of Labor

Janet M. Herold
Regional Solicitor

Bruce L. Brown
Associate Regional Solicitor

Jeannie Gorman
Senior Trial Attorney

By: _____
U.S. DEPARTMENT OF LABOR
Attorneys for Plaintiff

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JUN 27 2019

Office of Administrative Law Judges
San Francisco, Ca

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES

In the Matter of:	*	
ADMINISTRATOR, WAGE & HOUR DIVISION Prosecuting Party	*	**Case No.:** 2018-TNE-00019
	*	WHD Reference #: 1689932
v.	*	
BUTLER AMUSEMENTS, INC., and MICHAEL BRAJEVICH Respondent	*	

* * * * * * * * * * * * * *

JOINT MOTION FOR ENLARGEMENT OF TIME

Pursuant to 29 C.F.R. § 18.32 (b) and Fed. R. Civ. Proc. 6 (b) (1) (A), the parties move for an enlargement of time for the parties to submit their post-trial briefs. For good cause, the parties state as follows:

1. The following briefing schedule has been established:

July 9, 2019 – Post-trial briefs

This schedule was based on the assumption that the hearing transcript would be completed in 30 days or less. During the hearing, it was also established that the parties could move to extend the deadline if events warranted it.

2. As of Friday, June 21, 2019, the court reporter confirms that the transcript has not been prepared. The court reporter's best estimate is that the transcript will be prepared and a price quote available during the final week of June.

3. This unanticipated lengthening of the transcript preparation complicates the preparation of post-trial briefs. Specifically, Respondent 's counsel is out of the office this week.

4. The parties have conferred and have agreed that the deadline for post-trial briefs should be extended. The parties request that the post-trial briefs be delivered to the carrier on or before July 23, 2019.

R Wayne Pierce

R. WAYNE PIERCE
The Pierce Law Firm, LLC
133 Defense Highway, Suite 201
Annapolis, MD 21401
Phone: 410-573-9955
Fax: 410-573-9956
Email: wpierce@adventurelaw.com

Attorney for Respondent

/s/
Jeannie Gorman
US Department of Labor
Office of the Solicitor
300 5th Avenue, Suite 1120
Seattle, Washington 98104-2397
Ph: (206) 757-6762
Fax: (206) 757-6761
Gorman.jeannie@dol.gov

Attorney for Prosecuting Party

CERTIFICATE OF SERVICE

Respondent Butler Amusements, Inc., hereby certifies that on **June 22, 2019,** copies of the following:

1. Joint Motion for Enlargement of Time

2. Proposed Order

Were e-mailed, to:

Jeannie Gorman
US Department of Labor
Office of the Solicitor
300 5th Avenue, Suite 1120
Seattle, Washington 98104-2397
Ph: (206) 757-6762
Fax: (206) 757-6761
Gorman.jeannie@dol.gov

And a copy was Federal Expressed to:
Judge Richard M. Clark
U.S. Department of Labor
Office of Administrative Law Judges
90 Seventh Street, Suite 4-800
San Francisco, California 94103-1516

R. WAYNE PIERCE

BC 5/8/19 MB

U.S. Department of Labor

Office of the Solicitor
300 Fifth Ave., Suite 1120
Seattle, Washington 98104-2397
(206) 757-6762
FAX (206) 757-6761

June 27, 2019

RECEIVED
JUN 28 2019
Office of Administrative Law Judges
San Francisco, CA

VIA FACSIMILE ONLY
Hon. Richard Clark
U.S. Department of Labor
Office of Administrative Law Judges
90 Seventh Ave., Suite #4-800
San Francisco, CA 94103

RE: *Administrator v. Butler Amusements, Inc.* et al.
Case No. 2018-TNE-00019
Our SOL#: 09021900029

Dear Judge Clark:

Please accept this letter as confirmation of Ms. Ballard's email that you have granted the parties' motion for an enlargement of times and post-trial briefs are now due on July 23, 2019.

Thank you.

Very truly yours,

Bruce L. Brown
Associate Regional Solicitor

By: _____
Jeannie Gorman
Senior Trial Attorney

cc: Wayne Pierce (via email)

U.S. Department of Labor

Office of Administrative Law Judges
90 Seventh Street, Suite 4-800
San Francisco, CA 94103-1516

(415) 625-2200
(415) 625-2201 (FAX)

Issue Date: 11 July 2019

CASE NO.: 2018-TNE-00019

In the Matter of:

ADMINISTRATOR, WAGE & HOUR DIVISION,
Prosecuting Party,

v.

BUTLER AMUSEMENTS, INC. AND
MICHAEL BRAJEVICH, an individual,
Respondents.

ORDER SEALING RESPONDENTS' EXHIBITS 20 AND 21 AND SEALING LIMITED PORTIONS OF TRANSCRIPT PENDING FOIA REVIEW

This matter arises under the H-2B provisions of the Immigration and Nationality Act ("INA"), 8 U.S.C. §§ 1101, *et seg.*, and the implementing regulations at 20 C.F.R. Part 655, Subpart A.[1] Attorney P. Wayne Pierce represents the Respondents. Attorney Jeannie Gorman represents the Administrator. I held a formal hearing in this matter on May 8 and 9, 2019, in San Francisco, California. The hearing transcript ("TR") was received on June 24, 2019.

At the hearing, Respondents moved to seal Respondents' exhibits 20 and 21 because they contained proprietary information related to the business. TR at 198-99. The Prosecuting Party did not object. *Id.* The request to seal also covered the portion of the hearing testimony from Steven Nittler regarding the revenue numbers found in Respondent exhibits 20 and 21. *Id.* at 199. Mr. Nittler is a certified public accountant that provides CPA-related services to Respondents. *Id.* at 193. Respondent exhibit 20 is a "collection of confidential financial documents that provides the source material" for calculating Respondents' exemption under the Fair Labor and Standards Act calculated in Respondent exhibit 21, including monthly revenue numbers found in both exhibit 20 and 21. *Id.* at 195, 197. Based upon the agreement of the parties and the testimony, I granted the motion to seal. *Id.* at 199.

The files maintained by this Office, including the hearing exhibits and hearing transcript, are subject to disclosure under the provisions of the Freedom of Information Act ("FOIA"), unless an exemption applies. 5 U.S.C. § 552; *Johnson v. U.S. Bancorp*, ARB No. 13-014, 13-046, ALJ No. 2010-

[1] This matter is brought under the substantive 2008 H-2B regulations at 20 C.F.R. Part 655, Subpart A, and the 2015 H-2B procedural regulations at 29 C.F.R. Part 503.

SOX-00037, slip op. at 3 (ARB July 22, 2013). The Department of Labor has implemented regulations that govern the FOIA process, and exemptions are determined at the time of the request, not at the time of the filing of the documents. 29 C.F.R. Part 70; *McDowell v. Doyon Drilling Servs., Ltd.*, ARB No. 97-053, ALJ NO. 96-TSC-00008, slip op. at 2 (ARB May 19, 1997).

Having reviewed the transcript and with the agreement of the parties, I order that Respondent exhibits 20 and 21 be placed in a sealed and separate envelope, clearly marked with notice that the parties object to disclosure and seek the procedures of 29 C.F.R. Part 70 prior to any release of information.

I further order that the hearing transcript be redacted and sealed as follows: page 198, at line 2 where the amount is stated, the entirety of line 4, and at line 9 where the percent is stated; page 199, at line 16, where the percent is stated; and page 222, at lines 15-16, 18-19, where the amount is stated. The unredacted copies of these pages are ordered to be placed in a sealed and separate envelope, clearly marked with notice that the parties object to disclosure and seek the procedures of 29 C.F.R. Part 70 prior to any release of information. Redacted copies will be inserted into the public copy of the hearing transcript. I further order that Jackson Reporting, who provided the court reporting and transcription services in this matter, be served with a copy of this order and that Jackson Reporting take whatever steps are necessary to seal the portions of the hearing transcript from disclosure as noted above until further order.

If the parties believe that any further redactions to the hearing transcript should be made, they must meet and confer with opposing counsel, and notify me in writing no later than 21 days from the date of this Order with the additional specific and limited redactions they believe should be made.

SO ORDERED.

Digitally signed by Richard M.Clark
DN: CN=Richard M.Clark, OU=Administrative Law Judge, O=US DOL Office of Administrative Law Judges, L=San Francisco, S=CA, C=US
Location: San Francisco CA

RICHARD M. CLARK
Administrative Law Judge

SERVICE SHEET

Case Name: **WAGE_AND_HOUR_DIVISI_v_BUTLER_AMUSEMENTS_IN_**

Case Number: **2018TNE00019**

Document Title: **ORDER SEALING RESPONDENTS' EXHIBITS 20 AND 21 AND SEALING LIMITED PORTIONS OF TRANSCRIPT PENDING FOI**

I hereby certify that a copy of the above-referenced document was sent to the following this 11th day of July, 2019:

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UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES

In the Matter of:	*	
ADMINISTRATOR,	*	
WAGE & HOUR DIVISION		**Case No.:** 2018-TNE-00019
Plaintiff	*	
		WHD Reference #: 1689932
v.	*	
BUTLER AMUSEMENTS, INC., and	*	
MICHAEL BRAJEVICH		
Respondents	*	

* * * * * * * * * * * * * *

RESPONDENTS' POST-HEARING BRIEF

JUL 24 2019

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July 23, 2019

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STATEMENT OF ISSUES

The following issues were submitted for hearing. *Order Following Prehearing Conference* 2-3 (May 2, 2019).

1. Whether Butler substantially failed to comply with 20 C.F.R. § 655.22 (n) (2009) by misrepresenting its temporary need for 9 specified H-2B workers?

2. Whether Butler is liable for back wages of $26,955.40 and civil money penalties of $10,000.

3. Whether the Administrator is barred by the doctrine of laches from pursuing this action.

4. Whether Mr. Michael Brajevich is liable for violations in his individual capacity.

I. CONCLUSIONS OF LAW

A. Statutory and Regulatory Framework

This case involves the H-2B visa program under the Immigration and Nationality Act, 8 U.S.C. § 1101 (a) (15) (H) (ii) (b). Under the INA, Congress vested all enforcement authority in the Secretary of Homeland Security. 8 U.S.C. § 1103 (a) (1). In the H-2B program, violations consist of "a substantial failure to meet any of the conditions of the petition to admit ... or a willful misrepresentation of a material fact in such petition." *Id.* § 1184 (c) (14) (A). A "substantial failure" occurs when there is a "willful failure to comply with the requirements of [§ 1184] that constitutes a significant deviation from the terms and conditions of a petition." *Id.* § 1184 (c) (14) (D). If the Secretary of Homeland Security finds such a violation after a hearing, the Secretary may impose appropriate administrative remedies, including civil money penalties of up to $10,000 per violation. *Id.* § 1184 (c) (14) (A) (i). The Secretary has redelegated this authority to the Secretary of Labor.

During the relevant time frame in 2013, the Department of Labor was operating under the 2008 Rules. 20 C.F.R. § 655, subpart A (2009). This action is based exclusively on a purported violation of the 2008 Rules. Tr. 85 (testimony of Ms. Aguilar); R. Exh. 40, at 50 and 55 (corporate rep deposition of Ms. Aguilar). There are no allegations that the 2015 Rules were violated, nor were there any FLSA or I-129 violations, nor were any sub-regulatory guidance documents violated. Tr. 86, 100 and 115 (testimony of Ms. Aguilar). The Administrator does not enforce USCIS's regulations. Tr. 175 (testimony of Ms. Aguilar).

Responsibility for determining willful misrepresentations and substantial failures is subdelegated to the Administrator. *Id.* § 655.60. The substantive provisions at issue in this case are found in § 655.22 (n). Tr. 16 (opening statement of Administrator) (this is a misclassification case); Tr. 32 and 114 (testimony of Ms. Aguilar) (there was a single violation). In pertinent part,

- **Misrepresentation of need**. The employer must attest that "The dates of temporary need, reason for temporary need, and number of positions being requested for labor certification have been truly and accurately stated on the application." R. Exh. 76, at 42 (the "misrepresentation-of-need clause").

Further, the Administrator has adopted a practice that it enforces only the attestations in the ETA Form 9142, Tr. 26, 177 (testimony of Ms. Aguilar) (compliance is determined based upon the attestations); Tr. 34 (DOL does not enforce any other obligations other than the attestations); Tr. 77-78 (testimony of Ms. Aguilar) (violation was of attestation #13), and this practice alone is itself a valid and enforceable rule, 5 U.S.C. § 551 (4) (a "rule" is an "agency statement ... describing ... practice requirements of an agency"); *Associated Dry*

Goods Corp. v. Equal Employment Opportunity Comm'n, 543 F. Supp. 950, 965 (E.D. Va. 1982), *rev'd on other grounds*, 720 F.2d 804 (4th Cir. 1983) (agency's informal "practice" of notifying other carriers when a railroad requested an emergency exemption was still a rule subject to notice and comment). The misrepresentation-of-need clause appears *in pari materia* in attestation #13 of ETA Form 9142. R. Exh. 7, at 11.

In pertinent part, there are 2 remedies at issue in this case. In the event that Butler fails to pay wages at the level "specified under the application *and* required by § 655.22 (e)," then the Administrator may require back wages "to comply with *§ 655.22 (e)*," a section *not at issue* in this case. § 655.65 (i) (emphasis added).

In addition, the Administrator may assess civil money penalties under 2 mechanisms.[1] When dealing with back wages under the offered-wage obligation, CMP's are determined according to a fixed formula: They are "equal to the difference between the amount that should have been paid and the amount that actually was paid" to the workers, up to $10,000. § 655.65 (a). Alternatively, CMP's up to $10,000 per violation are available for "any substantial failure." § 655.65 (c). Under this alternative formulation, the Administrator "*shall* consider the type of violation committed and *other relevant factors*." § 655.65 (g) (emphasis added). When relevant, these mandatory "[o]ther factors" include 7 specified factors: the employer's history of prior violations, the number of workers employed and affected by the violations, the gravity of the violations, the employer's good faith efforts to comply, the employer's explanation of the violations, the employer's commitment to future compliance, and the employer's financial gain. *Id. See also* 8 U.S.C. § 1184 (c) (14)

[1] The Administrator introduced *no* evidence that CMP's were properly determined under either of these alternative mechanisms. *See, e.g.*, Tr. 162-164 (testimony of Ms. Aguilar).

(C) ("the highest [civil money] penalties shall be reserved for willful failures to meet any of the conditions of the petition that involve harm to United States workers.").

After the hearing, the A.L.J. is charged with issuing "findings and conclusions, with reasons and basis therefore, upon each material issue presented on the record." 20 C.F.R. § 655.75 (b). The A.L.J. reviews the Administrator's actions *de novo* without deference to the Administrator's determinations, *Administrator v. John Peroulis & Sons Sheep, Inc.*, No. 14-076, 2016 Westlaw 4942416, at *7 (Admin. Rev. Bd. Sept. 12, 2016) (construing comparable H-2A regulatory language); *Order Following Prehearing Conference* at 3 (May 2, 2019), decides "findings and conclusions, with reasons and basis therefore, upon each material issue presented on the record," 20 C.F.R. § 655.75 (b) (2009), and is authorized to "affirm, deny, reverse, or modify, in whole or in part," provided that the reasons for doing so are stated in the decision, § 655.75 (b).

B. Burden of Proof

To establish a violation, the Administrator bears the burden of proof by a preponderance of the evidence for each of the elements. 5 U.S.C. § 556 (d), *cited in Industrial Union Dep't v. American Petroleum Inst.*, 448 U.S. 607, 653 (1980). "**[N]o agency is entitled to presume** that the conduct of any person ... is unlawful or improper." House Comm. on the Judiciary, *Administrative Procedure Act: Report on S. 7*, H.R. Rep. No. 79-1980, at *36 (May 3, 1946) (emphasis added), *quoted in Director v. Greenwich Collieries Director*, 512 U.S. 267, 279 (1994). Further, it is well recognized that a party's "credible and credited evidence **must be accepted as true** except as the contrary has been shown or such evidence has been rebutted or impeached by duly credited evidence or by facts officially noticed and stated .... No

agency is authorized to stand mute and arbitrarily disbelieve credible evidence." H.R. Rep. No. 79-1980, at *36 (emphasis added), *quoted in Director*, 512 U.S. at 279.

C. The Administrator Is Bound by the Testimony of the Corporate Representative

Ms. Aguilar was nominated and deposed as the corporate representative for the Administrator. Tr. 83 (testimony of Ms. Aguilar). Ms. Aguilar served as the corporate representative on the topics of:

- The basis for calculating back wages and civil money penalties,
- The basis for all purported willful misrepresentations of material fact,
- The basis for all purported substantial failures to meet any legal requirement or condition under the H-2B program, and
- Any credits owed to Butler.

R. Exh. 41, at 3 (corporate rep deposition of Ms. Aguilar) (original pp. 6, 8, and 9).

As the corporate representative, Ms. Aguilar was obligated to use reasonable care to gather all information "known or reasonably available" to the entity. 29 C.F.R. § 18.64 (b) (6); *Advisory Comm. Notes* (1971); Jeffrey W. Stempel, *Depositions by Oral Examination*, in 7 James W. Moore, *Moore's Federal Practice* § 30.25 [3], at 30- 67 to -68 (3d ed. 2018); Tr. 83-84 (testimony of Ms. Aguilar). Ms. Aguilar's testimony "binds the entity with its testimony. This means that a corporation generally cannot present a theory of the facts that differs from that articulated by the designated Rule 30 (b) (6) representative." Stempel, § 30.25 [3], at 30-71. As such, Ms. Aguilar's testimony was the Administrator's testimony. *Sigmund v. Starwood Urban Retail VI, LLC*, 236 F.R.D. 43, 45 (D.D.C. 2006). The entity's theory of the case cannot contradict the testimony of the corporate representative. *Diamond Triumph Auto Glass, Inc. v. Safelite Glass Corp.*, 441 F. Supp. 2d 695, 722 n. 17 (M.D. Pa. 2006); *Rainey v.*

American Forest & Paper Ass'n, Inc., 26 F. Supp. 2d 82, 87 (D.D.C. 1998) (unless the entity can prove that the information was not known or accessible, the entity cannot later proffer a new or different version that could have been presented at the deposition of the corporate representative).

D. Elements of a Violation

The Administrator's burden is to prove each of the elements for a violation.

1. Duty. The first element is that a statute or regulation imposed a duty on Butler. Tr. 115 (testimony of Ms. Aguilar) (there must have been a statutory or regulatory duty). *See Administrator v. Camo Technologies, Inc.*, No. 11-026, 2012 Westlaw 4321026, at *6 (Admin. Rev. Bd. Aug. 31, 2012) (employer's conduct of attempting to comply showed a duty); *Morello Bros. Constr., Inc.*, No. 85-DBA-116, 1987 Westlaw 247058, at *7 (OALJ Apr. 16, 1987) ("willfully simply means a voluntary intentional violation of a known legal duty") (*quoting United States v. Drape*, 668 F.2d 22, 26 (1st Cir. 1982)). Further, attestations are not enforceable, only the contents of regulatory requirements. *Island Holdings LLC*, No. 2013-PWD-00002, at *8, 11 (BALCA Dec. 3, 2013) (*en banc*) (employer incurs no obligation unless contained in the codified regulations contained in the Code of Federal Regulations).

2. Knowledge. Second, the Administrator must show that Butler knew the statutory or regulatory duty applied to its conduct. *See McLaughlin v. Richland Shoe Co.*, 486 U.S. 128, 134 (1988) (rejecting a willfulness standard that required nothing more than the employer's awareness that the statute possibly applied to it); *Morello Bros. Constr., Inc.*, No. 85-DBA-116, 1987 Westlaw 247058, at *8 (OALJ Apr. 16, 1987) (employer's ignorance was no defense because others in the company knew of the statutory duty). Thus, an agency with enforcement authority must provide notice of its interpretation of what is prohibited

before it may impose penalties. *General Elec. Co. v. United States Env'tl Protection Agency*, 53 F.3d 1324, 1330-32 (D.C. Cir. 1995); *Satellite Broadcasting Co. v. Federal Communications Comm'n*, 824 F.2d 1, 3-4 (D.C. Cir. 1987) (agency may not penalize for a violation without first providing notice of its interpretation).

3. Breach. Third, Butler must violate the statutory or regulatory duty. Tr. 115 (testimony of Ms. Aguilar) (there must have been a statutory or regulatory duty that was violated). *See Trans World Airlines v. Thurston*, 469 U.S. 111, 128 n. 22 (1985) (rejecting as "harsh" a willfulness standard that called for nothing more than showing a statutory violation).

4. Willfulness. Fourth, Butler must commit a "'willful failure,'" which means "a knowing failure or a reckless disregard with respect to whether the conduct was contrary" to 8 U.S.C. § 1184 (c) or the 2008 Rules. § 655.65 (e). DOL adopted this standard by expressly relying upon *McLaughlin v. Richland Shoe Co.*, 486 U.S. 128 (1988) and *Trans World Airlines v. Thurston*, 469 U.S. 111 (1985). § 655.65 (e). *McLaughlin* noted that "willful" is synonymous with voluntary, deliberate, and intentional, and held that it means the employer "either knew or showed reckless disregard for the matter of whether its conduct was prohibited by the statute." *McLaughlin*, 486 U.S. at 133. Willfulness is not established by conduct that is "merely negligent" but not reckless, such as the absence of a reasonable belief that the employer was complying with the statute, or a good-faith but incorrect "assumption" that the employer was complying. *McLaughlin*, 486 U.S. at 133, 134, 135 & n. 13. Willfulness is not shown when the employer "simply knew of the potential applicability" of the statute. *Trans World*, 469 U.S. at 127. *See also Wayne J. Griffin Elec., Inc.*, No. 93-05, 1993 Westlaw 537380, at *4 (W.A.B. Oct. 29, 1993) (Where the employer "has

explicit knowledge of violative wage payment practices" and "takes no action to correct the wrong, and violations continue," employer has acted willfully). Nor is willfulness shown through inadvertence, *A. Vento Constr.*, No. 87-51, 1990 Westlaw 484312, at *3 (W.A.B. Oct. 17, 1990), or "inaccurate," but not falsified, records that omitted several employees' names, *Gaines Elec. Serv. Co.*, No. 87-48, 1991 Westlaw 494684, at *3 (W.A.B. Feb. 12, 1991).

To show a knowing or reckless violation, both the *McLaughlin* and *Trans World Airlines* cases illustrate that employers are entitled to rely upon legal advice and professional agents to properly handle H-2B applications. *McLaughlin*, 486 U.S. at 134 (seeking legal advice shows the employer's reasonableness, not recklessness); *Trans World*, 469 U.S. at 129 (employer sought legal advice whether its conduct violated the statute and modified its policy based on that advice, even though the union disagreed with the new policy and the employer believed that the revised action was unnecessary; no evidence that employer was told by counsel that its new policy was discriminatory). Further, the Supreme Court has firmly established in both of those cases that the Administrator must establish that Butler's interpretation was so baseless as to be reckless. *Trans World*, 469 U.S. at 129-30. Similarly, an employer may legitimately rely upon the agency's affirmative advice or interpretations, as well as the failure to issue citations in similar circumstances. Wage and Hour Division, *Field Operations Handbook* § 53a01 (Feb. 5, 1993); *Dalheim v. KDFW-TV*, 712 F. Supp. 533, 539 (N.D. Tex. 1989) (employer relied upon prior WHD audit and advice from legal counsel).

5. Substantiality. Fifth, Butler's violation must be a significant deviation from the terms and conditions of its petition. 8 U.S.C. § 1184 (c) (14) (D). The "petition" within the

meaning of the statute is the I-129 submitted to USCIS, 8 U.S.C. § 1571 (b) (H-2B petition "should be processed not later than 30 days after the filing of the petition"), not the 2008 Rules or the WHD's enforcement policies. *See Administrator v. Camo Technologies, Inc.*, No. 11-026, 2012 Westlaw 4321026, at *2 (Admin. Rev. Bd. Aug. 31, 2012) (compliance with the essential requirements of a statute or regulation can show there was no substantial failure).

II. BUTLER DID NOT SUBSTANTIALLY FAIL TO COMPLY BY MISREPRESENTING ITS TEMPORARY NEED FOR 9 SPECIFIED H-2B WORKERS

A. Proposed Findings of Fact

1. Regulatory preconditions. The Administrator has failed to meet the pre-conditions for alleging a violation of 20 C.F.R. § 655.22 (n) (2009). Despite the formulation of the issues submitted for hearing, *Order Following Prehearing Conference* 2 (May 2, 2019), the misrepresentation-of-need clause says nothing at all about the impropriety of compensating workers at the approved wage rate when they were not performing the job duties for the approved job code. This formulation of the issue also elides an important pre-condition for violating that clause, which requires that specified information must be "truly and accurately stated *on the application*." R. Exh. 76, at 42. This is the very definition of a "misrepresentation." Tr. 113 (testimony of Ms. Aguilar) (misrepresentation occurs in the application when submitted); *id.* at 125-126 (the 2008 Rule required a misstatement in the #9142 itself). The Secretary of Labor acknowledged as much by indicating that the only method within the 2008 Rule for charging employers when H-2B workers served outside of the approved job duties was through willful misrepresentations in the application. R. Exh. 96, at 3; R. Exh. 101, at 5; Tr. 117-118 (testimony of Ms. Aguilar) (interpreting Exhs. 96

and 101). The Administrator's shortcoming is that he never charged a misrepresentation in the application. *Id.* Instead, the Administrator only charged a "substantial failure," which occurs when the employer fails to perform the terms and conditions of the ETA Form 9142 during the following season. *Id.* at 113-114.[2] The fact that Ms. Aguilar was unable to answer the most basic questions merely underscores that the 2008 Rule did not have a misclassification regulation.

2. Regulatory duty. Although the Administrator conceded that he must prove that Butler had a relevant statutory or regulatory duty, Tr. 115 (testimony of Ms. Aguilar), the Administrator was unable to do so.

- **Job description.** During the application process, Ms. Aguilar admitted that the 2008 Rule said nothing at all about how to request a job code. Tr. 119-120 (testimony of Ms. Aguilar). She further admitted that the 2008 Rule said nothing as to how much detail to provide when submitting the job code, and that she did not know if there was a requirement for how many job tasks to provide, *id.* at 127, how to complete the #9142, *id.* at 144, or the correct test to determine a job code, *id.* at 143-144. She also testified that she had never seen instructions for describing job duties, and she did not know whether DOL provided such instructions. *Id.* at 142. Because the 2008 Rule did not specify the relevant test, Ms. Aguilar did not know how employers were to fill out the #9142. R. Exh. 40, at 123 (corporate rep depo of Ms. Aguilar).
- **Limitations on job duties.** Once the season begins, the Administrator's corporate representative frankly conceded that the 2008 Rule did not limit the employer's

[2] Needless to say, the Administrator's omission is highly prejudicial. If the Administrator had complied with the pre-condition and properly charged a misrepresentation in the #9142 that was submitted on November 7, 2012, R. Exh. 7, at 1, and approved on December 14, 2012, R. Exh. 8, at 1, this case should be dismissed pursuant to the statute of limitations.

assigned job duties to the job code requested. R. Exh. 40, at 81-82, 87 and 102. At trial, Ms. Aguilar alternatively professed that the 2008 Rule said "absolutely nothing" about what must be done for an H-2B worker to stay within the assigned job code, Tr. 123-124 (testimony of Ms. Aguilar), but she also testified that she did not know whether the 2008 Rule required H-2B workers to stay within the requested job code, Tr. 116 (testimony of Ms. Aguilar).

Under these circumstances, attempting to impose a regulatory duty would seriously undermine the public's ability to understand the rules that must be followed.

Ms. Aguilar also conceded that she was completely unaware that OFLC permitted the combination of job tasks outside of the norm for a single occupation by compensating with "an additional point." Tr. 145-146 (testimony of Ms. Aguilar) (interpreting R. Exh. 98, at 4). To overcome this deficiency, Ms. Aguilar claimed that an H-2B worker must receive the job code that "more closely aligns" with his "primary duties" performed, Tr. 178-180 (testimony of Ms. Aguilar), but then acknowledged that the 2008 Rule did not require those specific tests to determine a job code, *id.* at 189, or any other tests, *id.* at 143-144. In fact, the only staffing requirement for H-2B employers in 2013 was to "offer terms and conditions of employment which are consistent with the nature of the occupation ... and industry ...." R. Exh. 77, at 4 (8 C.F.R. § 214.2 (h) (6) (iii) (B)).

3. Knowledge. Given that the Administrator was completely unable to establish any regulatory provisions for describing jobs or limiting job duties, it is not surprising that the Administrator was unable to establish that Butler knew of any such restrictions. Mr. Brajevich testified consistently that

- He was not aware of any 2008 regulatory restrictions or tests for describing or limiting job duties or concentrating job duties to promote efficiency, Tr. 279, 304-305, 308, 310, 320 (testimony of Mr. Brajevich), and he denied that the "primary duty" rule or the "most closely aligned" tests were found in the 2008 Rule, *id.* at 309.
- He was not aware of any 2008 regulations governing FLSA-exempt employers. *Id.* at 294.
- He had never heard of SOC codes or how OFLC performed job coding. *Id.* at 304.
- He had never reviewed the O*Net job descriptions for amusement ride attendants. *Id.* at 305.

He did establish his belief that he satisfied his obligation under R. Exh. 98, at 1, to provide sufficient detail to generate a relevant job code. Tr. 307-308 (testimony of Mr. Brajevich). And he testified that he thought his company was complying in 2013. *Id.* at 359, 363-364.

4. Violation. Because the Administrator was unable to establish a relevant duty that was known to Butler, the Administrator was never able to establish a violation. Ms. Aguilar readily admitted that she could not say how to show a violation when there were no rules for how to describe the job. *Id.* at 129 (testimony of Ms. Aguilar). Ms. Aguilar testified that she did not know whether the 2008 Rule even required the Administrator to establish that the #9142 was false, *id.* at 124, even though the misrepresentation-of-need clause expressly requires as much. Ms. Aguilar testified that the citation was for failing to state the reasons for temporary need. *Id.* at 77-78, 124. Ms. Aguilar was completely unable to establish any affirmative falsity. According to Ms. Aguilar, such falsity was determined "solely" by the statement of temporary need, *id.* at 126, but she readily conceded that there was not a single falsity in the statement of temporary need, *id.* at 127. Even if an omission

of facts could be construed as a violation of the misrepresentation-of-need clause, which it plainly cannot, Ms. Aguilar was unable to establish any material omission without establishing an obligation to describe the job in a particular manner.

Nor was the Administrator able to show that any of Butler's H-2B workers were assigned outside of their job code. Applying for the job code begins by choosing a job title, R. Exh. 86, at 9, but Ms. Aguilar did not know this simple fact, Tr. 132 (testimony of Ms. Aguilar), and was not even aware that the OFLC website allowed job title searches until she was deposed in this case, Tr. 131 (testimony of Ms. Aguilar). Ms. Aguilar conceded that Butler was free to search any job title it wanted. *Id.* at 132. Under the job title test, the best match for "amusement mechanics," "amusement drivers," and "amusement supervisors"[3] was the very job code that Butler used, 39-3091. *Id.* at 131-132. Although Ms. Aguilar had concerns regarding specific duties, *id.* at 47, 60, every single one of those duties was listed as an approved job duty for the carnival attendant selected by Butler, *id.* at 133-141. In light of this, even Ms. Aguilar conceded that it was "possible" that all of these workers had served entirely within their assigned job code. R. Exh. 40, at 121 (corporate rep depo of Ms. Aguilar). Nor did the Administrator rebut Butler's testimony that it was merely being efficient by concentrating approved duties in a small number of H-2B workers. Tr. at 303-304, 318-319 (testimony of Mr. Brajevich).

Needless to say, Butler satisfied the only regulatory staffing requirement, which was to comply with industry practice. This follows because the Butler carnival is staffed just like other carnivals. Tr. 280, 307 (testimony of Mr. Brajevich).

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[3] Butler reasonably searched these job titles because all H-2B workers performed carnival work. Tr. 352 (testimony of Mr. Brajevich).

5. Willfulness. The Administrator was also unable to establish that Butler had proceeded willfully or in reckless disregard of its obligation to comply. Ms. Aguilar spent well over 100 hours working this case, Tr. 146 (testimony of Ms. Aguilar), yet there were dozens and dozens of basic issues she was unable to address. Even though the Secretary of Labor claims that the entire application process only takes one hour, 20 min., Ms. Aguilar spent many hours just researching the job-code issue, *id.* at 146-147, and was still unable to answer numerous basic questions. Even Ms. Aguilar conceded that she did not know whether Butler was obligated to exert more effort than she herself had done with unlimited time during the past 6 years, an effort which she readily admitted was "very reasonable." *Id.* at 150. The Administrator has foreclosed common devices by which employers could promote compliance, such as forbidding investigators to put advice to employers in writing or abandoning opinion letters. *Id.* at 149-150. Because the 2008 Rule does not specify any particular tests, Butler did the best that it could under the circumstances. Tr. 309 (testimony of Mr. Brajevich).

Butler also reasonably relied upon the most knowledgeable and experienced consultant in the industry, Mr. James Judkins. Mr. Judkins is well recognized for his expertise and he has served Butler without incident for nearly 2 decades. *Id.* at 274-275. Mr. Judkins was "crucial" because Mr. Brajevich had never applied to the H-2B program previously. *Id.* Mr. Judkins advised that it was proper to use carnival workers in these ways to make the company more efficient. *Id.* at 279. Mr. Brajevich did, and was entitled to, rely upon a professional consultant such as Mr. Judkins. *Id.* at 305-306. Given that there was nothing to indicate that the company was acting improperly, *id.* at 279, and that the OFLC had specifically approved Butler to follow industry practice and operate the company

efficiently, *id.* at 292-293, it was quite reasonable – and certainly not reckless – for Butler to pursue this course of action.

6. Substantiality. Finally, the Administrator failed to carry his burden to establish a "significant deviation." Even Ms. Aguilar conceded that she was not aware of any evidence of a significant deviation. Tr. 152 (testimony of Ms. Aguilar).

Nor was any purported violation "substantial." 29 C.F.R. § 655.60 (b). The H-2A program has long recognized the "incidental-duty" rule. Under the H-2A program, "incidental activities" for agricultural labor include operating roadside retail stands, managing pick-your-own activities, and driving a tractor for a hay ride. 73 Fed. Reg. 77110, 77117 (Dec. 18, 2008). It would be difficult or impossible to list all potential "minor and incidental" job responsibilities. *Id.* at 78118. This provision is relevant under the rule from *GT Trans, Inc.*, 2016-TLN-29, at *6 (BALCA Apr. 15, 2016) (borrowing the H-1B definition of "place of employment" to define the interchangeable term, "worksite") and *Brook Ledge, Inc.*, 2016-TLN-00033, at *5-6 (BALCA May 10, 2016) (same).

B. Specific Conclusions of Law

The Administrator failed to show an enforceable regulation that Butler knowingly or recklessly disregarded when assigning its H-2B workers to job duties.

III. BUTLER IS NOT LIABLE FOR BACK WAGES OR CIVIL MONEY PENALTIES

A. Proposed Findings of Fact

Even if the Administrator could establish a regulatory violation, the Administrator would still not be entitled to back wages or civil money penalties. As indicated in the opening section, the 2008 Rule simply does not allow back wages as a remedy for this purported violation. R. Exh. 76, at 46 (§ 655.65 (i)).

1. Back wage calculations. The Administrator's back wage calculations have been strikingly inconsistent. The Administrator has calculated back wages 6 different ways. R. Exh. 14, at 1 (original calculation); R. Exh. 16 (revised calculation); R. Exh. 19, at 1 (original determination letter); R. Exh. 106, at 2 (initial disclosures); *Administrator's Motion to Amend* and *Prehearing Statement* (Apr. 8, 2019); R. Exh. 19, at 5 (amended determination letter). These endless revisions have been borne by such elementary mistakes as limiting the prevailing wage rate to a single locality, Tr. 90, 92, 95 (testimony of Ms. Aguilar), a lack of awareness for the special procedures governing carnival workers, *id.*; R. Exh. 79 (carnival worker special procedures); R. Exh. 85 (same), relying upon localities where these workers never performed, Tr. 97 (testimony of Ms. Aguilar), relying upon the wrong year of data, *id.* at 165, and a striking inability to explain differences from one calculation to the next, *id.* at 93, 165.

The major difference in the parties' calculation of back wages is the Administrator's wholesale disregard of Butler's *countersigned* time records. Although the Administrator claimed that there were no timekeeping records at all, Tr. 17 (opening statement), this was plainly not true. Ms. Aguilar testified that Butler's contemporaneous time records were provided to her, *id.* at 108 (testimony of Ms. Aguilar), and that she knew they were countersigned each week by each worker, *id.* at 108. Ms. Aguilar completely rejected these time records because

- It was "difficult to get a lot of information from these." *Id.* at 39.
- The time records would have been "more credible" if they had been handwritten, "more contemporaneous," or the workers had "interact[ed] with the document" rather than office personnel re-typing them. *Id.* at 40, 71, 154.

- Unknown and unspecified workers claimed that the timesheets did not include pre-opening work. *Id.* at 45, 71.
- The time records were "just a random document." *Id.* at 158.

Once she dismissed the time records out of hand, Ms. Aguilar testified that she now had license to "reconstruct" based upon the most reasonable estimate of hours worked. *Id.*

Ms. Aguilar's disregard of countersigned time records should itself be rejected. She admits that FLSA-exempt employers such as Butler were not required to keep any time records. *Id.* at 100, 106-107, 169; R. Exh. 20 & 21 (calculation of FLSA exemption). Inexplicably, she rejected *countersigned* time records without any further investigation why they were countersigned, something that she admits she should have done. Tr. 109 (testimony of Ms. Aguilar). If she had investigated, she would have determined that the time records recorded actual hours worked. *Id.* at 314 (testimony of Mr. Brajevich). Ultimately, Ms. Aguilar rejected Butler's business records without any authority or regulatory basis under the H-2B program, which does not require any particular timekeeping method. *Id.* at 156 (testimony of Ms. Aguilar). Butler has been audited nearly every year for more than a dozen years, and no other state agency has ever challenged the reliability of Butler's timekeeping. *Id.* at 291-292 (testimony of Mr. Brajevich).

The rest of Butler's disputes with the Administrator's back wage calculation is captured in the evidence summary marked as R. Exh. 47. As reflected in that exhibit, along with the numerous source documents identified in the column headings,

- **Work weeks**. Butler accepted the number of work weeks that the Administrator had calculated pre-hearing.

- **Average hours per week.** Butler rejected the Administrator's "reconstructed" average hours of work per week of 40 (based on the claimed timekeeping deficiency), Tr. 68, 153, 159 (testimony of Ms. Aguilar), and relied upon countersigned timesheets produced each week and found in designated pages within the payroll records marked as R. Exh. 26.
- **Pay rate.** Unlike the Administrator, Butler determined the hourly pay range based on the alternative job codes proposed by the Administrator.
- **Average pay per hour.** Butler agreed with the Administrator to use the average pay rate for the alternative job codes, Tr. 70 (testimony of Ms. Aguilar), but limited it to the 4 areas of intended employment where these individuals actually worked rather than the Administrator's largely-irrelevant list of 35 locations worked by all other units, *id.* at 97, 157, 183-186 (Ms. Aguilar did not know whether the worksites, which were plainly grouped within the payroll, had been provided to her, or where the specific workers had worked); *id.* at 187 (Ms. Aguilar admitted that she would have made the same calculation if she believed that the entire payroll – including where the workers were employed – was credible). Butler also relied upon skill level I wages,[4] rather than the "mean" (or average) wages that Ms. Aguilar used.
- **Back wage claim.** Butler calculated total pay based upon these figures, which were substantially lower than the Administrator's figures.

[4] Butler requested skill level I wages, *id.* at 314-315 (testimony of Mr. Brajevich), and OFLC issued them, R. Exh. 5, at 4, but this was a factor with which Ms. Aguilar was completely unfamiliar, Tr. 120-123, 160-161 (testimony of Ms. Aguilar),

- **Wages paid.** Butler juxtaposed the wages that were actually paid, which established that 4 of the individuals were overpaid and 5 of them had nominal "shortages" if entitled to the Administrator's alternative job codes.

2. Credits. Butler also claimed a series of credits. A credit is an amount that is used to offset legal obligations. Tr. 101 (testimony of Ms. Aguilar). The 2008 Rule did not say what rules apply when employers such as Butler were FLSA exempt. *Id.* Ms. Aguilar acknowledged that H-2B employers can have credits as offsets. *Id.* at 169. None of the near-annual state wage and hour audits had ever challenged any of Butler's credits. *Id.* at 291 (testimony of Mr. Brajevich).

The major dispute concerned the "primary benefit rule." Ms. Aguilar conceded that FLSA-exempt employers such as Butler were also exempt from the primary benefit rule, and that the 2008 Rule did not independently apply the primary benefit rule to Butler. Tr. 102 (testimony of Ms. Aguilar). *Accord Administrator v. Wade Shows, Inc.*, No. 2013-TNE-1, at *8 (OALJ Apr. 10, 2015), *aff'd in part & dismissed*, No. 15-052 (ARB June 20, 2017), *modified on other grounds*, No. 15-052 (ARB Sept. 11, 2017) (attached as R. Exh. 100). Despite having correctly conceded the point, Ms. Aguilar belatedly attempted to inject primary benefit arguments, which should be rejected because not regulatorily required.

Ms. Aguilar also acknowledged that she did not know the significance of OFLC approving Butler to follow industry practice related to weekly salaries, housing, and transportation. Because she was unfamiliar with carnival practices, she was unable to address whether Butler had complied with prevailing practice. Id. at 101. Thus, it was uncontested that Butler was following industry practice on these and other issues. *Id.* at 287, 292-293 (testimony of Mr. Brajevich).

The Administrator also never challenged, much less charged, that Butler satisfied the threshold requirements under the 2008 Rule for claiming "deductions" as credits. *See* R. Exh. 76, at 41 (§ 655.22 (g) (1)). Thus, it was undisputed that the H-2B workers were well aware of these credits. More than 90% of the workers were returning from the prior year, so they already knew the Butler system. Tr. 282 (testimony of Mr. Brajevich). Mr. Judkins and his staff were also responsible for educating all workers on these issues so that they could get approved at the consulate. *Id.* at 280-282. The same information was then reinforced as part of Butler's orientation upon arrival at the beginning of the season. *Id.* at 284. And the workers themselves have affirmed their knowledge directly to Mr. Brajevich, *id.* at 283, and signed a witness statement to the same effect, R. Exh. 39, at 1. This witness statement included 3 of the 9 specified individuals who continue to work for Butler. Tr. 283-284 (testimony of Mr. Brajevich).

These credits were also "reasonable." Although that term is not defined for FLSA-exempt employers within the 2008 Rule, the credits were "reasonable" because they were based upon Butler's cost basis and did not include any profit. They were also reasonable because the parties agreed to them. R. Exh. 39, at 1.

Turning now to the calculation of credits as reflected in R. Exh. 47.

- **Income tax**. It is undisputed that Butler paid the employee's obligation for income taxes. Tr. 111 (testimony of Ms. Aguilar); Tr. 246, 248, 262, 264 (testimony of Mr. Tom Shobaken); Tr. 300 (testimony of Mr. Brajevich). It is undisputed that there are no regulatory restrictions on an employer claiming a credit for paying the worker's portion of the income tax. Tr. 111 (testimony of Ms. Aguilar); Tr. 300 (testimony of

Mr. Brajevich). The source documents for the payment of income taxes are gathered in R. Exh. 37 and calculated in R. Exh. 47.

- **Housing.** It is undisputed that housing is a normal expense of living and it has value. Tr. 104 (testimony of Ms. Aguilar). It is also undisputed that carnivals could take a housing credit in 2013.[5] Tr. 105, 188 (testimony of Ms. Aguilar); R. Exh. 83 (guidance letter from DOL). OFLC approved Butler to provide housing consistent with industry practice, and that is exactly what Butler did. Tr. 287, 288, 294-295 (testimony of Mr. Brajevich). Butler's bunkhouses included valuable, modern living conveniences. Tr. 295 (testimony of Mr. Brajevich). The source documents for the cost of housing are gathered in R. Exh. 31 and calculated in R. Exh. 31, at 1, and R. Exh. 47.
- **Relocation travel.** It is undisputed that relocation travel is available for credit to FLSA-exempt employers. Tr. 111 (testimony of Ms. Aguilar). OFLC approved Butler to provide relocation travel consistent with industry practice, and that is exactly what Butler did. Tr. 287, 288 (testimony of Mr. Brajevich). It was reasonable to divide total relocation cost by all workers. Tr. 112 (testimony of Ms.

[5] Ms. Aguilar implied, without actually contending, that there might be issues relating to primary benefit, cost basis, voluntariness, and health and safety standards. Tr. 174 (testimony of Ms. Aguilar). Even if the primary benefit rule applies to FLSA-exempt employers, Butler never benefited from having workers near the worksite and had no way to call them back to work during off hours. Tr. 373-374 (testimony of Mr. Brajevich). Mr. Brajevich recited at great length a list of reasons why employees primarily benefit from mobile housing, *id.* at 296-299, 372-374, and that testimony was undisputed. All of Butler's housing credit was determined solely by cost basis. Tr. 201-211 (testimony of Mr. Nittler). Bunkhouses were always provided voluntarily, and Butler's bunkhouses were frequently inspected and approved under local health and safety ordinances. Tr. 299 (testimony of Mr. Brajevich).

Aguilar). The source documents for the cost of in-and-out-of-country travel are gathered in R. Exh. 33 and calculated in R. Exh. 34, at 1, and R. Exh. 47.

- **Local convenience travel**. It is undisputed that local convenience travel is a classic benefit for workers. Tr. 113 (testimony of Ms. Aguilar). OFLC approved Butler to provide local convenience travel consistent with industry practice, and that is exactly what Butler did. Tr. 287, 288 (testimony of Mr. Brajevich). The source documents for the cost of local convenience travel are gathered in R. Exh. 35 and calculated in R. Exh. 36, at 1, and R. Exh. 47.
- **Prepayment plan**. It is undisputed that an employer can pay wages in advance and take a credit toward future obligations. Tr. 103 (testimony of Ms. Aguilar). DOL has long recognized that employers may prepay for work to be performed later in the season, then recoup that credit later, and that this allows employees the benefit of a fairly stable wage rate even as weekly hours fluctuate. *E.g.*, *Wage-And-Hour Opinion Letter* (May 21, 1971); *Wage-And-Hour Opinion Letter No. FLSA 2005-3*, at ¶ 4 (Jan. 7, 2005) < http://www.dol.gov/whd/opinion/FLSA/2005/2005_01_07_3_FLSA_Prepayment Plan.pdf >; U.S. Department of Labor, Wage & Hour Division, *Field Operations Handbook* ¶ 32j16c (2016) < http://www.dol.gov/whd/FOH/FOH_Ch32.pdf >. OFLC approved Butler to provide a weekly salary consistent with industry practice, and that is exactly what Butler did. Tr. 287, 288-289, 293 (testimony of Mr. Brajevich). This benefits employees because it averages out and they get paid for what they are owed. *Id.* at 290. Butler is audited nearly every year and no state officials have ever suggested there was a problem with their prepayment plan. *Id.* at

291. This amount is available as a credit because Butler's prepayment plan was based upon 40 hours per week, even though the workers never reached that amount during the early season at issue in this case.

The very purpose of taking these credits for benefits conferred is restitutionary: to put the parties in the position that they would have been in, the Administrator's purported goal in this case, Tr. 52 (testimony of Ms. Aguilar). *See, e.g., Wage-And-Hour Opinion Letter No. FLSA 2005-3*, at ¶ 4 (Jan. 7, 2005) (discussing the purpose of a prepayment plan) < http://www.dol.gov/whd/opinion/FLSA/2005/2005_01_07_3_FLSA_PrepaymentPlan.pdf >; U.S. Department of Labor, Wage & Hour Division, *Field Operations Handbook* ¶ 32j16c (2016) (same) < http://www.dol.gov/whd/FOH/FOH_Ch32.pdf >. As long as the benefit was conferred, then Butler's restitutionary interest must be satisfied, regardless of when the benefit occurred. As demonstrated with the calculations in R. Exh. 47, "total compensation," which includes "wages paid" and Butler's credits, far exceeds the Administrator's "back wage claim" for all 9 individuals. Thus, none of these individuals are entitled to back wages.

3. CMP's. There are 2 methods for determining CMP's. To the extent that the Administrator based that determination on the hefty back wage claim, Tr. 162 (testimony of Ms. Aguilar), the corresponding CMP's must similarly fall.

To the extent that the Administrator may belatedly claim to invoke consideration of the mandatory 7 factors, those similarly point to no CMP's. It is undisputed that Butler has a clean enforcement history, and that only a small portion of Butler's large workforce was affected. Tr. 162-163 (testimony of Ms. Aguilar); Tr. 315 (testimony of Mr. Brajevich). Ms. Aguilar was unable to recall any conclusions she may have reached as to the remaining

factors, which constitutes a failure of the Administrator's burden of proof. Even in this void, Butler still established without dispute that it takes extensive efforts to maintain compliance. *Id.* at 316-317. Further, Butler did not obtain any financial gain; to the contrary, all of these workers were handsomely overpaid. R. Exh. 47. The Administrator attempted to suggest that Butler should have changed course during the intervening 6 years, Tr. 363-364 (testimony of Mr. Brajevich), but that would have been interpreted as acknowledging a violation that does not exist in fact. *See Administrator v. Camo Technologies, Inc.*, No. 11-026, 2012 Westlaw 4321026, at *6 (Admin. Rev. Bd. Aug. 31, 2012) (employer's conduct of attempting to comply showed a duty)

B. Specific Conclusions of Law

The Administrator has failed to show that Butler is liable for back wage remedies or CMP's.

IV. THE ADMINISTRATOR IS BARRED BY THE DOCTRINE OF LACHES FROM PURSUING THIS ACTION

A. Proposed Findings of Fact

This enforcement action should be dismissed because the Administrator's dilatory actions substantially prejudiced Butler. Agency delay that causes a loss of the case raises due process and equal protection violations. *Logan v. Zimmerman Brush Co.*, 455 U.S. 422 (1982). Although summary adjudication was entered on the assumption that this case was properly alleged as a substantial failure, that has now been disproven and the case should have been pled as a misrepresentation.

Under the doctrine of laches, the 2008 Rule applied once R. Exh. 8 was certified on December 14, 2012, Tr. 87 (testimony of Ms. Aguilar); R. Exh. 76, at 46 (§ 655.65 (f)), yet the Administrator – without explanation – allowed this case to languish for well over 5 years

before the determination letter was finally filed. There was no contact whatsoever from February 25, 2014, until 4 years later when the determination letter was finally filed. Tr. 94 (testimony of Ms. Aguilar). During this time, the Administrator did not signal that the case was still active or offer any other explanation for the delay. *Id.* at 94, 95.

This inordinate delay caused real-world prejudice to Butler.

- Butler's *entire* management team for the implicated Butch's Unit have now departed and can no longer be found. These managers are not bit players; not surprisingly, they were in the best position to refute the Administrator's version of the facts. At least one of them was interviewed by Ms. Aguilar, but did not even provide a witness statement, so the only evidence from that manager is filtered through Ms. Aguilar's bias. *Id.* at 324-326.
- A large number of Butler's 2013 employees no longer work for the company and are presumably dispersed throughout Mexico. Most critically, 6 of the 9 specified individuals are long gone. *Id.* at 324.
- Butler's records have also been seriously impaired. The company underwent a major move after several decades, which caused their paper records to be lost to them. *Id.* at 324. Even the Secretary of Labor has recognized that carnivals in particular cannot be expected to maintain records for 5 years, which is why the H-2B record retention is set at 3 years. R. Exh. 76, at 5 and 25.

B. Specific Conclusions of Law

The Administrator's dilatory actions severely prejudiced Butler such that the case should be dismissed under the doctrine of laches.

V. MR. MICHAEL BRAJEVICH IS NOT LIABLE FOR VIOLATIONS IN HIS INDIVIDUAL CAPACITY

A. Proposed Findings of Fact

The allegations against Mr. Brajevich personally should be dismissed for several additional reasons. First, only the "employer" may be held liable. R. Exh. 76, at 46 (§ 655.60). According to the regulations, a qualifying "employer" must have a "place of business," have an "employer relationship" with the H-2B workers, and possess a valid FEIN. *Id.* at 36 (§ 655.4). The Administrator completely failed to meet its burden to prove any of these elements.

Second, the Administrator failed to make out a *prima facie* case as to all of the necessary elements to establish Mr. Brajevich's regulatory violation. The evidence has already been recounted that Butler as a corporate entity had no knowledge of any duty that it willfully or recklessly violated. To a large extent, that evidence similarly applies to Mr. Brajevich. Nothing proves the sheer collapse of the Administrator's case than when Ms. Aguilar testified that there was no evidence that Mr. Brajevich knew these H-2B workers were working outside of the job code, Tr. 147-148 (testimony of Ms. Aguilar), and that Mr. Brajevich was joined personally "simply" because he signed the 9142, *id.* at 181. This is all the more true because this was literally the 1st time that Mr. Brajevich had signed an H-2B application or interacted with the H-2B program. *Id.* At 273-274 (testimony of Mr. Brajevich). There is no provision within the H-2B regulations for vicarious liability for the acts of others, and this the Administrator's abject failure of proof. Effectively, the Administrator has improperly presumed that Mr. Brajevich's actions were improper.

Finally, there was no evidence that the Administrator intended to put Mr. Brajevich on notice that he was personally liable for the actions of a corporate entity. The

determination letter makes Mr. Brajevich an afterthought rather than a responsible party. R. Exh. 19

B. Specific Conclusions of Law

The Administrator failed to show that Mr. Brajevich individually was liable for willfully failing to comply with the misrepresentation-of-need clause.

VI. SPECIFIC RELIEF SOUGHT

For these reasons, Butler prays that the Administrator's determination be reversed and that all requested remedies be denied.

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CERTIFICATE OF SERVICE

Respondents Butler Amusements, Inc., and Michael Brajevich hereby certify that on July 23, 2019, copies of the following:

1. Respondents' Post-Hearing Brief

Was Federal Expressed to:

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July 23, 2019

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VIA UPS ONLY
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San Francisco, CA 94103

RE: *Administrator v. Butler Amusements, Inc.* et al.
Case No. 2018-TNE-00019
Our SOL#: 09021900029

Dear Judge Clark:

Please find enclosed the Administrator's Post-Trial Brief in the above-referenced case.

Thank you.

Very truly yours,

Bruce L. Brown
Associate Regional Solicitor

By: _____
Jeannie Gorman
Senior Trial Attorney

cc: Wayne Pierce (via UPS)

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OFFICE OF THE ADMINISTRATIVE LAW JUDGES
UNITED STATES DEPARTMENT OF LABOR

ADMINISTRATOR, WAGE AND HOUR DIVISION, UNITED STATES DEPARTMENT OF LABOR, Prosecuting Party, v. BUTLER AMUSEMENTS, INC. and MICHAEL BRAJEVICH, Respondents.	ADMINISTRATIVE PROCEEDING Case No. 2018-TNE-00019 **ADMINISTRATOR'S POST-TRIAL BRIEF**

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PRELIMINARY STATEMENT

This matter arises under the H-2B visa provision of the Immigration and Nationality Act (the "INA"), as amended, 8 U.S.C. §1101(a)(15)(H)(ii)(b), and the applicable regulations at 20 C.F.R. Part 655, Subpart A (2008 Regulations). Pursuant to 20 C.F.R. §655.74, a hearing in this case was held on May 8 and 9, 2019 in San Francisco, California, concerning the Administrator, Wage and Hour Division's ("WHD's") complaint that Butler Amusements, Inc., and Michael Brajevich (collectively "Butler" or "Respondents") substantially failed to meet the conditions of the H-2B program.

Butler promised to comply with very specific employment conditions in exchange for determining who may cross into the nation and legally work. But after their selected employees entered the country and began working for Butler, Butler utterly failed to keep their promises. The Administrator seeks this Court's judgment in holding Butler accountable for their unkept promises.

I. H-2B FRAMEWORK AND SELECTED PROCEDURAL HISTORY

This Court is keenly aware of the history, purpose and requirements of the H-2B program and there is no need to repeat them. Order denying Butler's Motion for Summary Decision (Nov. 14, 2018) ("SD Order"), pp. 1-3, 8.

In the SD Order, this Court rejected Butler's legal arguments that: the standard of the Court's review the 2008 regulations were unenforceable; remand was required for the Administrator to enforce the prevailing wage determination; they were denied notice to accurately state their temporary need; backwages were unavailable as a remedy, and; the Administrator is time-barred by a statute of limitations or laches. The Court determined that the standard of review, whether Butler committed a willful violation or a substantial misrepresentation violation, and individual liability were issues of fact not subject to summary judgment. At the parties' prehearing conference with the Court, the Court

made it clear that Butler would not be given the opportunity to relitigate any issues determined in the SD Order. Court Order, May 2, 2019 ("Further Order Regarding Hearing Issues"), p. 4.

Prior to the trial in this case, Butler took Ms. Aguilar's deposition and served a notice for a designee under 29 C.F.R. §18.64(b)(6) to answer 30 original questions. Granting in part the Administrator's Motion to Quash, this Court limited the designee's examination by eliminating five areas of inquiry, and conditioning three others for privileges. Order of April 12, 2019. Following the presentation of the Motion to Quash with both parties' arguments and defenses, Butler did not raise an objection to either of the depositions for which Ms. Aguilar sat.

II. STATEMENT OF FACTS

A. BACKGROUND

Respondents operate a mobile amusement carnival, providing rides, games, and concessions to fairs and festivals in California, Oregon, Washington, Idaho, Arizona, and Nevada. *See* Respondents' Trial Exhibits ("RX") at 20, pp. 1-8 (which reference each of these three [ride, game, and concessions] revenue-generating categories), and Administrator's Trial Exhibits ("AX") at C-13 to C-15 (which reference each of the geographical locations listed). Michael ("Mick") Brajevich is Butler's president (Trial Transcript ("TX") at 268), and chief executive officer (AX at N-6 (Respondents' Answer to Interrogatory No. 12)). Butler has participated in the H-2B program since 2000. TX at 274.

Respondents' application for a nonimmigrant workforce was based on their need for individuals to perform in the Amusement and Recreation Attendants ("ARA"[1]) position. AX at C-1 (box #3). Butler describes their need as "seasonal, recurring annually." AX at C-1 (box #9).

Butler Amusements has used Jim Judkins, an agent, to file applications for H-2B workers since 2000. TX at 274. Mr. Judkins signed Respondents' 2013 TEC. AX at C-8.

///

[1] During the trial, the Administrator referred to this position as the "RAA," or the 'Recreation and Amusement Attendant' position. The reference is to the same O*Net position although the letters of the acronym may have been alternated.

1. The 2013 TEC

On December 17, 2012, Butler Amusements submitted an Application for Temporary Employment Certification ("TEC") to the U.S. Department of Labor, Employment and Training Administration ("ETA") attesting to their need for 246 nonimmigrant employees for the period of February 1, 2013 to October 31, 2013 to perform the job duties of an ARA, which corresponds to the Standard Occupation Classification ("SOC") Code labeled 39-3091. AX at C-1. Butler described the work that the nonimmigrant employees would perform as a "variety of attending duties at amusement facility (traveling carnival). Set-up, tear-down, operate amusement rides, food concessions and/or games." AX at C-3 (Section F (box #5) (parentheses in original)).

Butler's TEC attested the H-2B employees would work for 40 hours a week, with a daily schedule from 1:00 a.m. to 10:00 p.m.[2] Id. (at Section F (box #1)) In an addendum to the TEC, Butler stated that their "weekly wage has been calculated based upon a standard 40-hour week using the methodology detailed in Section G.1." AX at C-10: Section F.a.2 (first full paragraph). Section G.1 provides that Butler will pay the applicable prevailing wage rate governing the TEC. (AX at C-11). Butler offered a basic rate of pay of $323.60 to $368.40 per week with no overtime rate of pay. AX at C-5. Butler stated they would pay "the Variable Prevailing Wage Determination [rate] that is valid at the time of employment." AX at C-12.

Butler's agent Mr. Judkins attested to the truthfulness of all information contained in the TEC. AX at C-8. Mr. Brajevich attested he would comply with the conditions of the H-2B program and take "**full responsibility** for the accuracy of any representations made by [his] agent..." (emphasis in original). AX at C-9. Both Messrs. Judkins and Brajevich promised that the information contained on the TEC was true and accurate. AX at C-8, C-9.

As part of the required recruitment and to establish their need for H-2B workers, Butler

[2] This schedule equals 21 hours of work per day.

advertised the ARA positions in the *Yakima Herald Republic* classified ads on October 21, and 24, 2012. RX at 2 and 3 (second column from right). The classified advertisements listed the ARA job duties as "attending duties at amusement facility (traveling carnival). Set-up, tear-down, operate amusement rides, food concessions and/or games." Id. (parentheses in original). The classified ads listed the work hours for the position as 40 per week and reflected the same weekly salary referenced in Respondents' TEC. The classified ads also stated that

> Employer will pay the applicable variable prevailing weekly wage for **each location** starting in Yakima, WA and traveling to various locations in WA, CA, AZ, NV, OR & ID ... Employer certifies that if there are **changes in work locations, employer will obtain applicable prevailing wage for work locations and pay such wage** ... Employer makes available mobile housing valued at $125.00 / week. Employer makes available transportation from venue to venue and scheduled transportation to laundry, shopping valued at $25.00/week.

Id. (emphasis added).

Based on all the information in their TEC, ETA certified Butler to employ 246 foreign workers to perform the ARA duties. AX at Ex. B. ETA's certification letter required *inter alia* that Butler's

> offered wage must equal or exceed the highest of the most recent prevailing wage that is or will be issued by the Department [of Labor] to the employer for the time period the work is performed ... If that prevailing wage was issued by the Department as an hourly wage (indicating that similarly-employed U.S. workers earn that wage for each hour of work), then the employer is required to pay H-2B or U.S. workers recruited in connection with an H-2B application at least that hourly wage for all hours worked, including those hours in excess of 40 hours of work per week. This requirement of the H-2B program is independent of any applicable exemption from the provisions of the Fair Labor Standards Act.

AX at B-2 (parentheses in original).

2. The Wage and Hour Investigation and Findings

On March 22, 2013, then-Wage Hour Investigator ("WHI") Carrie Aguilar (who became an Assistant District Director in 2015 [RX at 40, p. 4 (internally paginated as p. 11)]), sent Butler a letter notifying them of an investigation to determine compliance with the H-2B program. AX at A-1. The

letter advised Butler of the date WHI Aguilar would visit their office and the documentation she requested be available for her review. Id. Respondents did not provide WHI Aguilar with all requested documentation, and what they did provide was unreliable (TX at 39, 72, 107, 169), and largely unorganized and unsummarized (TX at 29, 187); *see also* RX at 13, 15, 16 (reflecting email correspondence between Respondents and WHI Aguilar).

Following a review of records, WHD went onsite to Butler's mobile operation at Santa Barbara, California on April 23 and 24, 2013. *See* AX at F (witness statements taken onsite reflect the date each interview was taken). During this visit, WHD interviewed employees (AX at Ex. F) and observed Butler's operation (TX at 30-31; 44-49; RX at 40, p. 8 (internally paginated at p. 27)). WHD determined the investigative period as February 2, 2013 to April 20, 2013. TX at 63, 74. This period was selected because it was the beginning of Butler's season to the last full workweek before WHD's on-site visit. Id.

WHI Aguilar considered the information from the documents provided by Respondents, the information provided by Respondents' employees, her observations of Butler's workplace, and her review of the applicable policy and guidances (TX at 36, 38, 50, 56, 59-60). She made a recommendation concerning Butler's compliance with the H-2B program and the civil money penalties required to remedy the violation. TX at 75-77.

On February 6, 2018, WHD issued a determination letter alleging Butler's noncompliance with the H-2B program. RX at 19 (referred to as "Determination Letter"). The Determination Letter dated February 6, 2018 was the second letter the Administrator sent to Respondents. The first letter was identical but dated January 29, 2018; it was returned to WHD because Respondents' address was incorrect. RX at 19, p. 1; TX at 79-80. WHD corrected the address, the earlier letter was rescinded so that that Respondents suffered no loss of time to appeal due to the non-delivery of the first letter, and the February 6, 2018 letter was issued. Id. The Determination Letter found Respondents substantially

failed to comply with Attestation #13 which requires that each participating employer accurately state the dates of temporary need, reason for temporary need, and number of workers for the temporary need. RX at 19.

WHD originally calculated backwages in the amount of $24,987.60 for nine employees and a civil money penalty of $10,000. The amount of backwages was amended to $26,955.40 pursuant to this Court's May 2, 2019 Order. RX at 19. The original determination was for nine employees and the final amendment was also for nine employees, eight of whom were the same as in the original calculation. Court's Second Order of May 2, 2019.

Butler contested the findings and remedies set forth in the Determination Letter. AX at K.

B. BUSINESS AND EMPLOYMENT PRACTICES

Butler attested on their TEC that their season begins in approximately February of each year and ends at the end of October.[3] AX at C-1. Butler's itinerary reflects they provided mobile amusement services from February 1, 2013 thorough at least October 21, 2013. AX at C-13 to C-15.

1. Work locations during the 2013 season

In the 2013 season, Respondents operated throughout the Western United States. Their TEC includes an attachment listing at least 71 geographic locations at which their nonimmigrant workforce would be employed (AX at C-7 [the last location is cut-off from the document (as it is in Respondents' exhibit as well: RX at 8, p. 10)]), but this document reflects only 45 unique locations when duplicates are omitted. Other of Respondents' submitted documents reflect that Respondents operated in 108 locations throughout the 2013 season (RX at 29, pp. 1-12). Given the inconsistency of Respondents records, it is not known how many actual locations Respondents operated during the 2013 season.

[3] Contrary to the information on their TEC, much of Respondents' nonimmigrant workforce actually entered the United States from January 30 through March 5 (RX at 24, pp. 1-4) and left the United States between August and early October (RX at 33, pp. 5, 8; RX 34 at p. 1).

2. Employees' locations and jobs throughout the 2013 season

Butler runs more than one crew of employees to operate mobile amusement services at more than one location at a time. *See* TX at 270-71. This is confirmed by Butler's itinerary, which reflects Butler worked multiple locations at the same time. AX at C-13 to C-22. For example, for the start date of February 14 and February 15, 2013, Butler's itinerary reflects they worked three separate locations in Sunnyside, Washington (eastern Washington), Cloverdale, California (northwestern California), and Indio, California (southeastern California). Id. at C-13. The limits of time and space prevent the same employees from working more than one of these locations during the same time period. Only sporadic schedules list employees who worked in specific geographic locations, and not all employees are covered by Butler's incomplete records. *See* TX at 242-243 (where Mr. Brajevich admits admits that the organization of documentation from the 2013 season suffered and was "difficult.")

In addition to employing employees to staff the rides, concessions and games, Butler employed: drivers to drive the trailer trucks which haul the amusements and rides from location to location; employees to work in the mechanics' shop whose sole job is to repair equipment, and; supervisors to manage the ARA workforce. AX at F-137 (for drivers and shop workers); AX at F-9; F-16; F-21; F-28; F-59; F-75; F-86; F-92; F-101, and; F-114 (for supervisors).

During their 2013 season, Respondents employed at least nine[4] H-2B workers in positions other than the ARA. They were:

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[4] The Administrator seeks backwages and a violation for only those nine Butler employees who were working in Santa Barbara during WH's on-site visit. However, Butler likely employed many additional employees in non-ARA positions in other crews and in other locations throughout their 2013 season. The Administrator did not investigate Butler's other crews and does not seek backwages for any employee other than the nine listed here. But it would be a mistake for this Court to assume that the nine listed employees here were the only nonimmigrant employees performing non-ARA job duties. For example, employee Jose Paredes is listed as a driver on Butler's own records. RX at 26, p. 793. Mr. Paredes is also listed as an employee who crossed the border to work for Butler on January 30, 2013 (RX at 24, p. 1 (#56 lists "Jose Luis Paredes Fernandez")), so he was an H-2B worker. The Administrator seeks no backwages for Mr. Paredes even though Butler's own records reflect that he performed the non-ARA job duty of driving.

Gustavo Gamero	Driver
Sergio Guzman	Driver
Saul Estadillo Herrera	Driver
Jose Ivan Ortega	Driver
Fernando Preza	Driver
Jaime Hernandez	Shop Worker
Felipe Villegas Quijano	Shop Worker
Omar Lopez	Supervisor
Antonio Mendez	Supervisor

(collectively referred to as "The Nine Employees").

The Nine Employees were part of "Butch's Unit" when they worked in Santa Barbara. TX at 256; *see* AX at E-1 (a payroll document for "Butch's Unit" on which all of The Nine Employees appear). During WHD's onsite visit to Santa Barbara, these employees were all working on the same crew or unit, but there is no information or suggestion that any crew or unit stayed the same throughout Butler's season.

3. Employment classification of the work performed

Employers desiring to participate in the H-2B program use a federal statistical standard to classify workers into occupational categories according to the job duties performed, and indicate that job classification on the TEC. This federal statistical standard is called a Standard Occupational Classification code, or SOC code. The SOC code system has an occupation search engine called O*Net. O*Net permits employers to determine which SOC code applies to any given job duties at issue. The SOC Code and the O*Net classification are combined to determine the prevailing wage rate due each employee who performs a specified job in a specified geographic location. The O*Net classification for the ARA position is 39-3091, as indicated by Butler on their TEC. AX at C-1 (Section B, box #2). O*Net provides extensive information about any given job occupation, including a rating of how important certain tasks are to any given position. https://www.onetonline.org/help/online/details. The two most important tasks to perform the ARA position are to "sell tickets and collect fees from customers" and to "sell and serve refreshments to

customers." RX at 51, p. 1.

Butler's TEC listed a SOC code of ARA for every nonimmigrant employee employed, regardless of the actual job task each employee performed. Butler wasn't certified to have any nonimmigrant employee perform any non-ARA job duty. Butler never advertised for any domestic individual to perform any non-ARA job duties. *See* AX at C (Butler's TEC), and RX at 2 and 3 (Butler's classified ad listings). Butler's TEC never indicated that they intended to employ individuals to perform any non-ARA job duty even though separate SOC codes are available for drivers, shop workers, and supervisors. TX at 178-179.

III. ARGUMENT

A. BUTLER FAILED TO PAY EMPLOYEES THE PREVAILING WAGE RATE FOR THE JOB THEY PERFORMED

The only question in this case is whether Butler satisfied their 'responsibilities and obligations' when they listed every single H-2B employee as performing the ARA job when in fact, at least nine employees performed other jobs.

The job duties actually performed by The Nine Employees were not ARA job duties. None of The Nine Employees operated any of the amusement equipment, games, or concessions to "attend" to customers. Butler admits that they consider their employees performing driving duties, shop duties or supervisory duties to be performing the ARA duties. TX at 353.[5]

Prevailing wage rates apply to the job being performed. The prevailing wage rates required to compensate an employee performing driving, supervising or shop worker jobs are higher than the

[5] Butler maintains that such other duties are consistent with the ARA position. Butler testified that they "could use these attendants [H-2B employees] in a way that made our company the most efficient," that "there wasn't any reason why we didn't think that we could do that," and that Butler "was under the impression that we could use these workings [which appears to be a transcription error for "workers"] in the carnival business. And the way we run our business, these guys, we were bringing these in and paying them to help us. And we were using them to be as efficient as we could." TX at 278-79. Butler further testified they were unaware of any rules that limited the type of jobs the H-2B employees could perform (TX at 303-305; 308) but admitted they had no knowledge of the 2008 regulations (TX at 346-348).

prevailing wage rate required to compensate an employee performing the ARA job. The prevailing wage rate for all job duties will also vary by geographic locality. *See* AX at J (providing the Foreign Labor Certification Data Center ("FLCDC") results for the driving, shop working, and supervising job duties at issue here for each of the geographic locations listed on Butler's itinerary for the investigative period).

The FLCDC Prevailing Wage Rate is a public record, available online, which provides the minimum wages for each job duty performed in each geographic location in the country. Although Butler assigned each of their employees to perform job duties in different and separate geographic locations throughout the season, Butler's pay to The Nine Employees did not change depending on where the employees worked. AX at I-1 to I-4.[6] Even though Butler paid The Nine Employees a higher weekly rate than most of the employees performing ARA duties, the weekly rate to the drivers, shop workers and supervisors was still insufficient to cover the higher hourly prevailing wage rate due for the duties being performed.

1. Drivers

Saul Estudillo[7] Herrera, Gustavo Gamero, Sergio Guzman, Jose Ivan Ortega (Romo), and Fernando Preza all drove large, commercial trucks for Butler. These employees self-identify as "drivers" (AX at F-41; F-78). These employees perform no duties other than driving and do not perform any ARA duties.

Butler's own administrative staff confirms that these employees performed commercial truck driving duties requiring a commercial driver's license ("CDL") and compliance with U.S. Department

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[6] This document was prepared by ADD Aguilar. There are two known exceptions to the amounts of wages listed as received by the workers; both exceptions concern the two shop workers: Jaime Hernandez and Felipe Villegas Quijano. For one paycheck, Butler's records show Mr. Hernandez received $320 (RX at 26, p. 53), and for one paycheck, Butler's records show Mr. Quijano received $320 (Id. at p. 56).

[7] This employee's name is sometimes spelled as "Estadillo."

of Transportation requirements. AX at F-135. Butler's Payroll Clerk Gina Tuttle states that the "CDL drivers also have time cards. They keep DOT log books as well. The trucking records are scanned by Marilu [a nonimmigrant Butler administrative staff employee]" and sent to another staff member and retained. Id. Butler's manager Bill Truax stated that some H-2B employees have CDLs (commercial drivers' licenses). AX at F-133.

Drivers' trucks are large enough for sleeping berths which the drivers use, and the drivers comply with DOT requirements such as driving hours' restrictions and maintaining a log book. AX at F-41; F-54; F-78.

Butler's own payroll records reflect that employees are "Drivers." RX at 26: pp. 792, 1036 (Messrs. Guzman, Ortega, and Preza); pp. 793, 1036 (Guzman); pp. 793, 823, 1036 (Ortega), and; pp. 793, 823, 1036 (Preza). Although Butler's payroll does not specify Messrs. Gamero and Herrera as "drivers," Butler's payroll reflect these two employees are routinely not working on Fridays, Saturdays and/or Sundays, the most important days for fair attendance, and the two days when drivers do not need to transport equipment from one place to another. Id. at 458, 523, 811, 1026 (Gamero); 288, 460, 496, 502, 798 (Herrera).

The prevailing wage rate for truck drivers for the period from February 1, 2013 to April 28, 2013 in all geographic locations listed on Butler's 2013 itinerary through the investigative period ranged from a low of $15.63/hour to a high of $22.23/hour. AX at I-4 to I-5; J-1 to J-17. Butler paid the drivers $500/week.[8] AX at H-3, H-5, and H-6. The weekly rate Butler paid to the drivers was insufficient to compensate them for 40 hours of work each week at the minimum prevailing wage rate for the job duties they actually performed. Messrs. Herrera, Gamero, Preza, and Guzman are each due

[8] For Mr. Gamero (RX at 26, pp. 138, 218, 305, 458, 495, 523, 811, 847, 1026, 1036); for Mr. Guzman (Id. at pp. 61, 134, 177, 303, 459, 495, 793, 798, 815, 823, 1027, 1036); for Mr. Estudillo Herrera (Id. at pp. 130, 222, 288, 460, 496, 502, 798, 816, 847, 1035); for Mr. Ortega (Id. at pp. 125, 497, 521, 793, 816, 823, 1028, 1036), and; for Mr. Preza (Id. at pp. 38, 142, 220, 461, 497, 793, 797, 823, 1027, 1036).

$3,229.60 in backwages. Mr. Ortega is due backwages of $2,936.00. AX at I-1 to I-4.

2. Shop Workers

Felipe Villegas Quijano and Jaime Hernandez worked as shop workers to fix and maintain Butler's amusement equipment. AX at F-134.[9] The shop travels with Butler to service the amusement rides. Id. and AX at F-137. Messrs. Quijano and Hernandez did not perform the ARA job or any ARA job duties but instead solely worked in the maintenance shop.

Butler's own managers confirm Messrs. Quijano's and Hernandez' job duties. Manager Bill Truax told WH that: '2 full time H-2B [employees are] in spare parts trailer - Felipe and Jamie, they are the two main guys doing parts cleaning, supplies, and inspections.' AX at F-134. Butler's former manager Kurt Vomburg told WHD that the mechanics' shop travels with the amusement carnival and the employees who work in it perform only repair work and welding. AX at F-137.

Mr. Quijano identifies himself as a "shop worker." AX at F-123.

The prevailing wage rate for a shop worker for the period from February 1, 2013 to April 28, 2013 in all geographic locations listed on Butler's 2013 itinerary through the investigative period ranged from a low of $14.55/hour to a high of $23.49/hour. AX at I-4 to I-5; J-52 to J-68. Butler paid Mr. Hernandez $475/week (*see e.g.* RX at 37, p. 1; 26, pp. 157, 184, 295, 464, 487 (for one week, Mr. Hernandez was paid $320 (Id. at p. 53)), and paid Mr. Quijano $395/week (*see e.g.* Id. at pp. 160, 206, 296, 480, 490, 810, 839 (for one week, Mr. Quijano was paid $320/week (Id. at p. 56). Butler's own summary record showing Mr. Quijano was paid $365/week is unsupported. *See* RX at 37, p. 1. The weekly rate paid to the shop workers was insufficient to compensate them for 40 hours of work each week at the minimum prevailing wage rate for the job duties they actually performed. Mr. Quijano is due $4,177.80 in backwages. Mr. Hernandez is due $3,297.80 in backwages. AX at I-213-215a.

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[9] Comments of Bill Truax, Butler's head ride superintendent (TX at 325) to WHD.

3. Supervisors

Omar Lopez and Antonio Mendez worked as supervisors of Butler's ARA employees. Nine separate employees who performed ARA job duties confirmed that either Mr. Lopez or Mr. Mendez supervised them. AX at F-8; F-16; F-21; F-27; F-85; F-92; F-101; F-114; F-124.

Butler's own managers confirm Mr. Mendez' role: General Manager Kurt Vomburg states Mr. Mendez is his "left hand" man. AX at F-137. Messrs. Mendez and Lopez identify themselves as "supervisors." F-59; F-75.

The prevailing wage rate for the first-line supervisor of a personal service worker ('personal service worker' being the closest job title to an ARA that the WHD could identify in the SOC) for the geographic locations listed on Butler's 2013 itinerary through the investigative period ranged from a low of $15.66/hour to a high of $24.15/hour. AX at I-4 to I-5; J-18 to J-34. Butler paid Mr. Lopez $525/week (*see e.g.* RX at 26, pp. 60, 167, 177, 292, 456, 487, 514, 810, 823, 847,1020, and 1036), and paid Mr. Mendez $745/week (*see e.g.* Id. at pp. 27, 139, 202, 289, 455, 492, 506, 799, 823, 829, 847, 997, and 1036). The weekly rate paid to the supervisors was insufficient to properly compensate them for 40 hours of work each week at the minimum prevailing wage rate for the job duties they actually performed. Mr. Lopez is due $3,051.40 in backwages. Mr. Mendez is due $574.00 in backwages.

B. BUTLER FAILED TO PAY EMPLOYEES THE PREVAILING WAGE RATE FOR THE LOCATION IN WHICH THE JOB WAS PERFORMED

The TEC requires Butler to disclose the locations where work will be performed, so that *inter alia,* the appropriate prevailing wage rate may be satisfied. AX at C-4 (boxes 7 and 7a). Although Butler denied not having records of the locations their H-2B employees worked (AX at L-8 (RFA No. 10), L-18 (corresponding RFP No. 6 for a non-admission to RFA No. 10), M-4 (Butler's response to RFA No. 10), O-3 (Butler's response to RFP No. 6)), they failed to produce a list which permitted the

Administrator to determine the geographic location of The Nine Employees for the investigative period.

Butler did produce summary lists of specific locations throughout their season but The Nine Employees are not listed on these documents. Of the twelve summary sheets listing dozens of employees, only one of The Nine Employees is listed on one of the summary sheets. None of The Nine Employees are listed on RX 26: pp. 120, 279-80, 370-71, 412-13, 555, 615, 657, 728, 752, 881, 1074. Only Mr. Ortega is listed on a summary sheet for "Butch's Unit" for a period from March 30 to April 7. Id. at 793. WHD was unable to determine the geographic location of work for each of The Nine Employees for the investigative period.

To reconstruct the locations in which each The Nine Employees worked, Ms. Aguilar first used the border crossing list which indicated when the nonimmigrant employees entered the United States. RX at 24 (line numbers 19, 20, 29, 33, 39, 48, 63, 74, 156). She then took the average of the prevailing wage rate in all locations Butler listed on their location list attached to their TEC. TX at 64; AX at I.

C. BUTLER SUBSTANTIALLY FAILED TO COMPLY WITH THE TEC

Butler violates the H-2B program when they "substantially fail to meet any of the conditions of the labor certification application attested to..." 20 C.F.R. §655.60(b). A 'substantial failure' for purposes of this subsection is defined as a "a willful failure that constitutes a significant deviation from the terms and conditions of the [TEC]." Id. §655.65(d); 8 U.S.C. §1184(c)(14)(D) (2009 version, attached as a **Supplemental Exhibit** at p. 10).

The distinction between a 'substantial failure' violation and the more serious 'willful misrepresentation' violation is in the timing of the violation. A substantial failure violation occurs after the workers are present in the United States, while a willful misrepresentation violation occurs at the time the TEC is signed by the employer, before the workers have crossed into the United States. RX at

time the TEC is signed by the employer, before the workers have crossed into the United States. RX at 40, pp. 18-19 (internally paginated pp. 69-71). Much of this distinction rests on the participating employer's state of mind: if the employer knew he was going to treat nonimmigrant employees differently than the terms of the TEC required, the violation is more likely to be a willful misrepresentation. If the decision to treat the workers differently from the terms of the TEC began after the workers arrived, the violation is more likely to be charged as a substantial failure. From a practical point of view, the primary method for WHD to demonstrate a participating employer's state of mind is with an investigation of the participating employer's past practices and their previously filed TECs. But it is within WHD's province to determine if and when an open case merits a historical investigation into an employer's past practices. Here, no historical investigation was conducted.

The H-2B program does not permit an employer to advertise and solicit for one job but actually employ nonimmigrant workers to perform a different job. Each participating employer is required to identify a specific job, advertise that specific job position to domestic workers so they can apply, disclose the rate to be paid for the job, and state the time period the job will last. Failing to accurately comply with any of these fundamental principles of the H-2B program is to violate the requirements of the TEC.

Butler was permitted to determine which of 246 nonimmigrants could enter the United States based on Butler's assurances that the employees would be performing the ARA job from February 1, 2013 to October 31, 2013, and would receive pay of between $324 and $368 per week. AX at C-1 (Subpart B, boxes 1, 2, 3, 5, and 7; C-5 at Subpart G, box #1). Instead, 187 Mexican citizens crossed into the United States to work for Butler at whatever job Butler wanted them to perform, whether disclosed, competed for, or fairly compensated or not. RX at 24.[10] At least nine of these individuals

[10] Although 187 employees crossed the border for Butler (out of their requested 246 [AX at C-1]) (RX at 24), Butler transported 395 Mexican workers back to Mexico starting at the end of August. RX at 34; TX at 286. Butler therefore transported 149 (the difference between the 395 individuals transported and the 246 authorized to be transported) non-H-2B

were employed not to perform ARA jobs but to perform other jobs. Thee Nine Employees received wages far higher, in some cases more than double,[11] what Butler told three different agencies of the United States government the employees would receive, but wages which were insufficient to fairly compensate them for the jobs they actually did perform.

Furthermore, even though not a charged violation, Butler's own trial exhibits show that they failed to employ all nonimmigrant employees for the period of employment stated in the TEC. Butler promised to employ nonimmigrant employees for the period from February 1, 2013 to October 31, 2013. AX at C-1. Yet, Butler transported 19 employees back to their home country before September 1, 2013, a full two months prior to the stated end date for these employees' employment. RX at 34, p. 1. No less than 366 employees were transported back to their home country before October 1, 2013, a full one month prior to the end date for these employees' employment. Id.

The Secretary does not seek to amend the violations charged. However, Butler's employment practices of employing nonimmigrants in unstated positions to suit Butler's convenience, importing workers well after the stated date of need (*see* RX at 24, pp. 3-4 (which show nonimmigrant employees entering the country to work for Butler as late as March 2013)), and transporting nonimmigrant workers back home well before the end date of Butler's stated dates of need, reflect systemic noncompliance with the H-2B program.

D. THE REMEDIES CALCULATED WERE APPROPRIATE

1. The Administrator's reconstructed backwages are reasonable

The "Administrator may require the employer to provide for payment of such amounts of back

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workers from the U.S. to Mexico. The only conclusion to draw from this is that Butler either: failed to provide the complete list of employees who crossed the border to work for them; requested more nonimmigrant employees than they needed; employed Mexican workers who were not authorized to work but for whom they paid outbound transportation, or; gave their authorized workers who wished to go to Mexico a free ticket back to Mexico even under no obligation to do so.

[11] Supervisor Antonio Mendez regularly received $745/week, more than twice the highest Basic Rate of Pay ($368) Butler stated they would pay in their TEC (Ex. C-5). *See e.g.* RX at 26, pp. 27, 139, 202.

pay as may be required to comply with the requirements of §655.22(e)" where the employer has failed to pay the required wages. 20 C.F.R. §655.65(i). "Awarding back pay is unquestionably the most appropriate remedy for failure to pay the required wage." Labor Certification Process and Enforcement for Temporary Employment in Occupations Other Than Agricultural or Registered Nursing in the United States (H-2B Workers). 73 Fed. Reg. 78.020, 78,047 (Dec. 19, 2008). A back pay award furthers the purposes of the H-2B program because it reduces an employer's incentive to bypass U.S. workers in order to hire H-2B workers who can more easily be exploited; it also serves to protect U.S. workers' wages from depression. Id.

Pursuant to 20 C.F.R. §655.65(i), and based on the evidence at the hearing and in the record, the Administrator assessed backwages for The Nine Employees of $26,955.40 and a civil money penalty of $10,000 for this violation. RX at 19, p. 5 (unpaginated). The Administrative Review Board acknowledges the necessity and authority of the WHD to reconstruct hours worked and payments to determine backwages when the employer's records are unreliable. Administrator v. Peter's Fine Greek Food, Inc., 2014 WL 4966168, *4 (ARB Sept. 17, 2014); *affirming* Administrator v. Peter's Fine Greek Food, Inc., Case No. 2011-TNE-2, p. 10 (ALJ Sept. 25, 2013).

Where, as here, an employer does not keep accurate and adequate records of employees' working time and pay, "an employee (or the Secretary on behalf of a group of employees) may 'submit evidence from which violations of the Act and the amount of an award may be reasonably inferred.'" Reich v. S. New England Telecomms. Corp., 121 F.3d 58,66 (2nd Cir. 1993) *quoting* Martin v. Selker Bros., 949 F.2d 1286, 1296-97 (3rd Cir. 1991); *see also* Anderson v. Mt. Clemens Pottery Co., 328 U.S. 680, 687 (1946). Sufficient evidence can include employer payrolls, time and other business records, employer admissions and testimony from others with knowledge of the facts and violations. *See, e.g.*, Morgan v. Family Dollar Stores, Inc., 551 F.3d 1233, 1276-77 (11th Cir. 2008), *cert. den.*, 558 U.S. 816 (2009).

The burden then shifts to the employer "to come forward with evidence of the precise amount of work performed" or evidence to negate the reasonable inference to which the Administrator's evidence is entitled. Mt. Clemens, 328 U.S. at 687-88. If the employer fails to meet this burden, "the court may then 'award damages to the employees, even thought the result may only be approximate.'" S. New England Telecomms. Corp., 121 F.3d at 67 *quoting* Mt. Clemens, 328 U.S. at 687-88.

Butler's payroll records cannot be relied upon either by Butler or by this Court. Two examples of facial unreliability are examined below.

a. Hours Worked: Butler's payroll records do not reflect actual hours worked

Employees are required to be compensated for all hours worked. "[A]ctivities performed either before or after the regular work shift, on or off the production line, are compensable if those activities are an integral and indispensable part of the principal activities for which covered workmen are employed and are not specifically excluded" under the Portal-to-Portal Act to the FLSA. Wren v. RGIS Inventory Specialists, 2009 WL 2612307, *6 (N.D.Cal. 2009) *quoting* Steiner v. Mitchell, 350 U.S. 247, 255 (1956) (internal ellipses omitted). Here, setting up the rides and breaking them down is such an integral duty to the ARA position that Butler included the terms "set-up" and "tear-down" in the job duties on their TEC and in their classified ads.

i. Timecards don't reflect all required job duties

Gina Tuttle, Butler's payroll clerk stated that she creates employees' timecards based on the hours the supervisors tell her the employees worked. Id. at F-135. Ms. Tuttle admits that the hours on the timecards only reflect carnival hours and do not include set-up or tear-down hours worked. Id. at F-136. Set-up and tear-down are two specific job duties of the ARA position (AX at C-3 (Section F, box #5), RX at 2 and 3 (second to the last columns on the right)). This is important. Ms. Tuttle admits that the supervisors only record "fair [carnival] hours," not actual hours employees worked or actual breaks by employees taken. Some timecards reflect that an employee worked from 9:00 a.m. to 11:00 p.m. or

12:00 a.m., but the timecards Ms. Tuttle creates indicate 7, 8, 9 or 10 one-hour breaks, including half breaks (*see* e.g. RX at 26 at p. 202) so Butler's fabricated payroll records not only fail to record actual hours worked but also reflect that an employee who works for fourteen hours is only credited with eight hours worked.[12]

Thus, Butler's payroll records cannot be credited for any actual hours worked.

ii. *No timecard reflects any hours worked over 40 in a workweek*

Despite employees stating they regularly worked forty hours or more in a workweek, the Secretary has identified no Butler-created payroll record which reflects over forty hours of work worked by any employee in any workweek. RX at 26.

Nonimmigrant employees stated their workweek hours as:

between 36 and 42 (Carlos Armenta Calderon: AX at F-8);

between 40 and 60 (Juan Daniel Barrios Romero: Id. at F-17);

between 50 and 56 hours (Gabriel Bello Vasquez: Id. at F-21);

between 20 and 60 (Saul Estudillo Herrera: Id. at F-41);

between 35 and 40 (Omar Pedro Herrera: Id. at F-53);

between 55 and 56 (Omar Lopez-Romero: Id. at F-59);

averaging between 40 and 45 (Felipe Neri Perdomo Rendon: Id. at F-86);

between 40 and 50 (Balbina Rivera Fernandez: Id. at F-92);

between 36 and 42 (Arturo Santos Lopez: Id. at F-101), and;

up to but no more than 40 hours (Espidio Sedana Abordo: Id. at F-107; Gustavo Soler G: Id. at F-114; Felipe Villegas Quijano: Id. at F-188; Marilu Zepeda: Id. at F-129).

Furthermore, a number of employees stated they did not complete a timecard, there is no method

[12] Because employees here were paid on a weekly salary basis, the daily hours worked are more reflective of the unreliability of Butler's documents than they are of insufficient pay received by employees. As stated *supra,* Butler customarily paid employees the same weekly salary regardless of the number of hours worked.

to recording the number of hours worked in a workday, or some days hours worked are written down and other days they are not.

Timecard not completed	No method to recording hours	Inconsistent recording of hours
Mr. Calderon: F-9	Mr. Barrios Romero: F-16	Luis Hector Garcia Martinez: F-46
Jesus Alberto Martinez: F-63	Candido Cuellar Castellanos: F-28	Espidio Sedana Abordo: F-108
Julio Alberto Martinez Herrera: F-68	Mr. Lopez-Romero: F-59	
Genaro Sanchez Hernandez: F-96	Mr. Rendon: F-86	
Mr. Quijano: F-124	Ms. Fernandez: F-92	
	Mr. Lopez: F-101	
	Mr. Soler: F-114	

(all references to AX).

Butler's timecard and payroll records directly contradict the statements of their own payroll clerk and their own employees. The Administrator didn't use Butler's payroll records and this Court shouldn't either.

Butler promised to pay employees for the job performed, promised to employ employees for 40 hours of work each week, and promised to pay a rate no less than the prevailing wage rate. AX at C-3, D-23. Butler failed on all accounts.

b. Hours Worked: the number of hours worked on Butler's fabricated payroll is not credible

To the extent Butler asks this Court to rely on the reliability of their payroll documents (despite Butler's admission that the documents were created by Butler office staff out of non-produced documents [AX at F-135: first full paragraph]), the records simply don't make sense. Employees were paid the same rate whether they worked 35 hours a week or 10.[13]

[13] Butler's records show that: Sergio Guzman worked eleven hours in one workweek and was paid $500 for such work (RX at 26, p. 495), and worked 38.5 hours in other workweeks and was also paid $500 (Id. at pp. 61, 303); Saul Estudillo Herrera worked eleven hours during one workweek and was paid $500 (Id. at p. 496), and worked 37.5 and 38.5 hours for the same pay (Id. at pp. 130, 816). Yet, Butler pro-rated the pay of their workers during the first workweek of work when only six, seven, or eight hours of work were performed. Id. at pp. 2 (Gustavo Gamero), 5 (Sergio Guzman), 22 (Fernando Preza).

Furthermore, Butler's records reflect that some employees were "off" or didn't work on particular days but still took breaks and still had numbers in the "hours worked" column of their "timecards." Id. at pp. 34 (Manuel Martinez), 39 (Arellano Aguilar), 42 (Angel Sepulveda), 43 (Isidro Salazar [whose time record appears visibly manually altered]). Given the irreconcilable contradictions on the face of Butler's payroll documents, they cannot be relied upon by the Administrator or this Court.

2. The Administrator's reconstruction

The Administrator's reconstruction of backwages is based on only two sources of information, both provided by Butler: the hours Butler certified their employees would work each week, and the prevailing wage rate actually due for the job being performed in a specific geographic locality. Butler provided the number of hours worked each week on their TEC: 40 hours/week. AX at C-3; TX at 68. The WHD's reconstruction used 40 hours a week. The location used was from Butler's Addendum to their TEC at AX C-13 to C-15. *See* AX at I-1 to I-4; TX at pp. 64, lines 16-18; 65, lines 3-14.

Because there was no information about which employee worked in which location during the first eleven weeks of Butler's season, instead of randomly assigning an employee to a location in which work was presumed to have taken place, WHI Aguilar took an average of the prevailing wage rate for each job and each location Butler listed for the first eleven weeks of their 2013 season and calculated the backwages for all employees performing that specific job based on the average. AX at Ex. I; TX at pp. 65, line 20; 69-70, lines 20-1. WHI Aguilar then applied this average prevailing wage rate to each employee who performed a specific non-ARA job for each workweek during the investigative period, for the 40 hours Butler attested each employee would work. WHI Aguilar subtracted the amounts paid to each employee and the remainder is the backwages due. AX at Ex. I.

Despite Butler's bald assertion that the Administrator "has improperly calculated any alleged back wages, hours worked, or civil money penalties," (AX at K-2), Butler has failed to provide any

new information or identify any document previously produced to contradict the Administrator's reconstruction. Indeed, Butler does not appear to have any objection to the Administrator's calculations, but only seeks to have offsets applied to reduce those calculations. AX at N-4 to N-5 (response to Interrogatory No. 9).

3. The civil money penalty was appropriate

Pursuant to 20 C.F.R. § 655.65(c), the Administrator may assess civil money penalties up to $10,000 per violation for "any substantial failure to meet the conditions provided in the H–2B Application for Temporary Employment Certification or the DHS Form I–129, Petition for a Nonimmigrant Worker for an H–2B worker or successor form." *See also* 8 U.S.C. §1184(c)(14)(A)(i). This Court assesses CMPs *de novo* and is not limited to WHD's findings. In re: Peroulis and Sons Sheep, Inc., ARB Case Nos. 14-076, 14-077, ALJ Case No. 2012-TAE-004, 2016 WL 4942416, *7 (esp. fn. 8) (ARB: Sept. 12, 2016). However, the Administrator's remedies should not typically be disturbed or modified unless found to be arbitrary or an abuse of discretion. *See generally* Amtel Group of Florida, Inc. v. Yongmahapakorn, ARB No. 04-087, 2006 WL 2821406, at *6 (ARB Sept. 29, 2006) (discussing civil money penalties in H-1B program); Administrator v. Mohan Kutty, M.D., ARB 03-022, Slip Op. at 16 (ARB May 31, 2005) (same).

Here, the Administrator assessed a civil money penalty of $10,000 for the substantial failure to pay employees for the work they actually performed. RX at 19, p. 5 (unmarked page). In determining the amount of the assessment, WHD considered the factors delineated in 20 C.F.R. §655.65(g)[14] [RX at 76, p. 46]; *see also* TX at 309, lines 10-15; 366-368.

[14] The factors are: (1) previous history of violation, or violations, by the employer under the INA and this subpart, and 8 C.F.R. §214.2; (2) the number of U.S. or H–2B workers employed by the employer and affected by the violation or violations; (3) the gravity of the violation or violations; (4) efforts made by the employer in good faith to comply with the INA and regulatory provisions of this subpart and at 8 C.F.R. §214.2(h); (5) the employer's explanation of the violation or violations; (6) the employer's commitment to future compliance, and; (7) the extent to which the employer achieved a financial gain due to the violation, or the potential financial loss to the employer's workers. 20 C.F.R. §655.65(g).

The violation affected all workers who performed non-ARA job duties. Moreover, there was no effort by this experienced H-2B employer to comply in good faith with the INA and the regulations, as Butler, *inter alia*: (1) denied that any nonimmigrant employee would be performing any supervisory duties (AX at C-3 (Section F, box #4)); promised to pay the variable prevailing wage rate (AX at D-23), and; listed only ARA job duties when describing the work of all nonimmigrant employees, including those who actually performed non-ARA job duties (AX at C-3 (Section F, box #5)). Butler enjoyed substantial financial gain due to the violations by paying employees significantly less than the required wage, and failing to publicize the actual jobs performed to domestic workers, thus eliminating a source of competition for the exploitable, nonimmigrant workforce. Butler does not acknowledge that they failed to comply with the H-2B program (TX at 362-364) and have made no changes in their business since the Administrator's Determination Letter. TX at 365, lines 9-10.

The WHD's assessment of $10,000 was within the statutory and regulatory authorization and was derived with due regard for the totality of circumstances. The civil money penalty should be affirmed.

IV. REBUTTAL RESPONSE TO RESPONDENTS' CASE

Butler's main, presumable arguments concern "industry practice," the value of employer provided housing and transportation, and their use of an agent to file the TEC. Respondents' argument at trial (*see* TX at 309) and throughout this litigation, that the absence of a job description for the TEC exempts them from identifying the job their nonimmigrant employees were to perform, was analyzed in this Court's SD Order and will not be repeated here. *See* SD Order at p. 11 (Form 9142 puts employers on notice to accurately describe the nature of their employment need).

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A. Industry practice

Without authority, Respondents point to the industry practice for traveling carnivals to permit them to circumvent the requirements of the H-2B program. Respondents self-reference their own reliance on prevailing practices in the mobile entertainment industry. *See* AX at Ex. C-12 (Respondents' signed addendum to the TEC); TX at 273, 280, 287-89, 300, 374. Butler has provided no authority for their position. Butler fabricates industry practice as a source of reliance for their noncompliance. Industry practice cannot and does not control any aspect of the requirements of the H-2B program. RX at 40, p. 9 (internally paginated p. 32).

B. Offset for backwage liability

Throughout this case, Butler has variously mentioned their entitlement to housing and incidental travel offsets to cover their costs of providing these services to their H-2B employees. AX at C-12 (Addendum to TEC); AX at K-3 (Request for Hearing: Issue No. 9); RX at 39 ("Combined Witness Statement" purporting to state that employees agreed to the receipt of unspecified "valuable benefits" including housing).[15]

While the H-2B regulations do not address credits for housing, §3(m) of the FLSA provides guidance on the issue. 29 U.S.C. §203(m). Section 3(m) allows an employer to include the reasonable cost of lodging in employee wages for purposes of computing the total wage paid only when and only when that provided 'board or lodging' is for the benefit of the employee. Castellanos-Contreras v. Decatur Hotels, LLC, 622 F.3d 393, fn. 10 (5th Cir. 2010). The employer has the burden of showing that it is entitled to a housing credit. Reich v. Crockett, 68 F.3d 469 (5th Cir. 1995) (table); Donovan v.

[15] Butler provided no protections to demonstrate that these "witness statements" were not coercive. Acosta v. Austin Electric Services, LLC, *et al.*, Case No. CV-16--2737-PHX-ROS, p. 9 (Aug. 17, 2018) governs when and for what purpose an employer may require its employee's statement, noting that "an employer is prohibited from obtaining, under coercive circumstances, employee declarations, particularly declarations that are relevant to and go to the heart of a pending claim that the employer failed to fully compensate employees."

New Floridian Hotel, Inc., 676 F.2d 468, 473-74 (11th Cir. 1982). The employer's burden includes keeping records concerning costs and also of proving the reasonable cost of providing such lodging. Caro-Galvan v. Curtis Richardson, Inc., 993 F.2d 1500, 1514 (11th Cir. 1993); New Floridian Hotel, Inc., 676 F.2d at 474; 29 C.F.R. § 516.27.[16]

Butler can't take the §3(m) credit because the housing and incidental travel was provided to benefit Butler so that Butler could maintain an available, geographically disparate workforce. Given Butler's operation in different locations each week, no applicant would accept a job where they're required to pay their own housing costs and transportation to the fairgrounds, both of which would deplete nearly their entire pay.[17] Providing employees with housing and incidental transportation benefits only Butler by having a workforce in myriad locations throughout the season. Any of Butler's arguments to the contrary are logically disingenuous.

Furthermore, Butler only seeks the housing and incidental travel offsets for The Nine Employees for whom the Administrator calculated backwages. TX at 331-332, lines 24, 25, 1; Id. at 333, lines 19-20. Either Butler is asking the Court to recognize the legitimacy of taking offsets which reduce employees' pay by at least $184.64[18] leading to net wages for these employees of far less than the

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[16] Aside from this primary reason, there are a myriad of secondary reasons, including but not limited to: Respondents never provided the Secretary with the facts necessary to determine the "fair value" of the facility provided, pursuant to 29 C.F.R. §531.2(a); the TEC's requirement that each certified employer pay a "basic rate of pay" (*see* TEC at §G (AX at Ex. C-5); RX at 6, p. 6), not a 'rate of pay subject to offset at the employer's discretion;' that the "housing" provided does not meet minimal housing codes because there are no bathrooms or lavatory facilities (TX at 327).

[17] To take Santa Barbara as an example, the cheapest lodging located was $60/night. https://www.expedia.com/Santa-Barbara-Motels.d602277-aaMotels.Travel-Guide-Accommodation?regionId=11702&semcid=US.UB.GOOGLE.DL-c-EN.HOTEL&semdtl=a11933020451.b168986095325.r1.g1dsa-611192650060.i170681609701.d1351068876609.e1c.j19007525.k11014248.f11t2.n1.l1g.h1b.m1&gclid=EAIaIQobChMIhpDv-8e84wIVAYbICh3EsgQ0EAAYAiAAEgIwpPD_BwE Even if employees bunk two to a room, the cost is $30/night plus tax. For seven nights in a workweek, the cost is $210 without tax per employee, and without "incredibly difficult" transportation to the fairgrounds (TX at 296), resulting in a significant reduction of pay. Any argument that Butler's employees have a true choice in any housing other than Butler's on-site housing is untenable. Butler would not have a workforce unless they provided housing.

[18] Butler claims a housing offset of $134.39 per week (RX at 31) and an incidental travel offset of $52.25 per week (RX at 35, 36). The total weekly offset of $186.64 exceeds the $150 "benefit" Butler disclosed in their classified ads for recruitment of the positions. RX at 2 and 3.

weekly amount Butler promised they would pay employees on their TEC (AX at Ex. C, p. 12)[19], or Butler is asking this Court to recognize a purely theoretical offset applied to the backwages calculated by the Administrator.

FLSA offsets do not exist as a legal fiction for an employer to simply haul out when searching for a limitation to its financial exposure. An employer may take an offset only when the provided benefit genuinely benefits the employee, and where the employee knowingly and voluntarily accepts part of their wages in the facility provided (*see* 29 C.F.R. §531, Subpart B). Neither of these elements are present here and Butler is not eligible to take any offset for wages due.

Alternatively, by Butler's own admission they are not eligible to take a housing or transportation offset because Butler stated they would only seek an offset if the wage they paid to their employees was higher than the prevailing wage rate due. In a particularized addendum to their TEC, Butler stated: "**[i]f** the wage to be paid is higher that [sic] the Variable Prevailing Wage Determination, the employer reserves the right to charge a fee for housing and transportation..." AX at C-12 (italics immediately following indented text). Here, the prevailing wage rate was not higher than the rate Butler paid. AX at I-1 to I-215a (amount in the "PWR due [prevailing wage rate due]" column is more than the amount in the "Weekly rate paid" column). Butler's own condition precedent not being met, they are not entitled to an offset.

C. Reliance on agent for attestations

Any argument Respondents make that they are not responsible for the promises made on the TEC attestations must be summarily rejected. Butler cannot disavow their promises made on the TEC

[19] The Nine Employees made weekly wages ranging from a low of $320 for shop workers (RX at 26, p. 56 (Mr. Quijano); Id. at p. 53 (Mr. Hernandez)) [an amount lower than the basic rate of pay Butler promised it would pay (AX at C-5 (box #1))] to a high of $745 for Mr. Mendez (RX at 26 at p. 27). The rest of The Nine Employees made $500 (e.g. RX at 26, p. 38 (Mr. Preza); Id. at p. 497 (Mr. Ortega); Id. at p. 130 (Mr. Herrera); Id. at p. 61 (Mr. Guzman), and Id. at 138 (Mr. Gamero)) with the exception of Mr. Lopez who made $525 (e.g. RX at 26, p. 177).

because their agent filled it out and they merely signed it. Mr. Brajevich testified that agent Judkins acted on Butler's authority. TX at 276. Agent Judkins thus acted with actual authority, binding Butler to the legal consequences of his actions. RESTATEMENT (THIRD) OF AGENCY, §2.01 (2006) ("An agent acts with actual authority when, at the time of taking action that has legal consequences for the principal, the agent reasonably, in accordance with the principal's manifestations to the agent, that the principal wishes the agent so to act.").

Congress did not intend the H-2B program to permit Respondents to agree to comply with a scheme, receive the benefit of that scheme, fail to comply with the scheme, and then blame someone else upon whom they relied for the whole program to excuse their own noncompliance. The entire H-2B system relies on an employer's promises to comply with the rules. Such promises acknowledge that in exchange for compliance with the H-2B program, the government will cede authority to a private employer to determine who may cross a national border to perform work. Butler acknowledged this with their signatures. Butler received the benefit of a nonimmigrant workforce for their 2013 season (and more [*see* RX at 39]). Butler now asks this Court to excuse each of those broken promises Butler made to maximize their profits, deny their workers of the fair pay to which they were entitled, and avoid a penalty imposed by Butler's noncompliance.

CONCLUSION

The credible testimony and evidence admitted at the hearing establishes that Butler sought to take advantage of all of the benefits of the H-2B visa program without complying with any of its requirements. Butler substantially failed to to comply with the requirements of the TEC when it employed nine individuals in positions other than the ARA position they petitioned for and failed to pay them for the jobs they actually performed.

In addition to the backwages and civil money penalty, the Administrator asks this Court to

include a non-retaliation provision for any employee who receives backwages, or who contacts the Administrator to discuss their rights under the H-2B program. Butler does not object to the non-retaliation provision. TX at 357-358.

Respectfully submitted this 23rd day of July, 2019.

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U.S. DEPARTMENT OF LABOR
Attorneys for Plaintiff

United States Code Annotated - 2009
8 U.S.C.A. § 1184
United States Code Annotated Currentness

Title 8. Aliens and Nationality (Refs & Annos)
Chapter 12. Immigration and Nationality (Refs & Annos)
Subchapter II. Immigration
Part II. Admission Qualifications for Aliens; Travel Control of Citizens and Aliens
§ 1184. Admission of nonimmigrants

(a) Regulations

(1) The admission to the United States of any alien as a nonimmigrant shall be for such time and under such conditions as the Attorney General may by regulations prescribe, including when he deems necessary the giving of a bond with sufficient surety in such sum and containing such conditions as the Attorney General shall prescribe, to insure that at the expiration of such time or upon failure to maintain the status under which he was admitted, or to maintain any status subsequently acquired under section 1258 of this title, such alien will depart from the United States.

No alien admitted to Guam without a visa pursuant to section 1182(l) of this title may be authorized to enter or stay in the United States other than in Guam or to remain in Guam for a period exceeding fifteen days from date of admission to Guam. No alien admitted to the United States without a visa pursuant to section 1187 of this title may be authorized to remain in the United States as a nonimmigrant visitor for a period exceeding 90 days from the date of admission.

(2)(A) The period of authorized status as a nonimmigrant described in section 1101(a)(15)(O) of this title shall be for such period as the Attorney General may specify in order to provide for the event (or events) for which the nonimmigrant is admitted.

(B) The period of authorized status as a nonimmigrant described in section 1101(a)(15)(P) of this title shall be for such period as the Attorney General may specify in order to provide for the competition, event, or performance for which the nonimmigrant is admitted. In the case of nonimmigrants admitted as individual athletes under section 1101(a)(15)(P) of this title, the period of authorized status may be for an initial period (not to exceed 5 years) during which the nonimmigrant will perform as an athlete and such period may be extended by the Attorney General for an additional period of up to 5 years.

(b) Presumption of status; written waiver
Every alien (other than a nonimmigrant described in subparagraph (L) or (V) of section 1101(a)(15) of this title, and other than a nonimmigrant described in any provision of section 1101(a)(15)(H)(i) of this title except subclause (b1) of such section) shall be presumed to be an immigrant until he establishes to the satisfaction of the consular officer, at the time of application for a visa, and the immigration officers, at the time of application for admission, that he is entitled to a nonimmigrant status under section 1101(a)(15) of this title. An alien who is an officer or employee of any foreign government or of any international organization entitled to enjoy

privileges, exemptions, and immunities under the International Organizations Immunities Act [22 U.S.C.A. § 288 et seq.], or an alien who is the attendant, servant, employee, or member of the immediate family of any such alien shall not be entitled to apply for or receive an immigrant visa, or to enter the United States as an immigrant unless he executes a written waiver in the same form and substance as is prescribed by section 1257(b) of this title.

(c) Petition of importing employer; involvement of Departments of Labor and Agriculture

(1) The question of importing any alien as a nonimmigrant under section subparagraph (H), (L), (O), or (P)(i) of section 1101(a)(15) of this title (excluding nonimmigrants under section 1101(a)(15)(H)(i)(b1) of this title) in any specific case or specific cases shall be determined by the Attorney General, after consultation with appropriate agencies of the Government, upon petition of the importing employer. Such petition, shall be made and approved before the visa is granted. The petition shall be in such form and contain such information as the Attorney General shall prescribe. The approval of such a petition shall not, of itself, be construed as establishing that the alien is a nonimmigrant.

For purposes of this subsection with respect to nonimmigrants described in section 1101(a)(15)(H)(ii)(a) of this title, the term "appropriate agencies of Government" means the Department of Labor and includes the Department of Agriculture.

The provisions of section 1188 of this title shall apply to the question of importing any alien as a nonimmigrant under section 1101(a)(15)(H)(ii)(a) of this title.

(2)(A) The Attorney General shall provide for a procedure under which an importing employer which meets requirements established by the Attorney General may file a blanket petition to import aliens as nonimmigrants described in section 1101(a)(15)(L) of this title instead of filing individual petitions under paragraph (1) to import such aliens. Such procedure shall permit the expedited processing of visas for admission of aliens covered under such a petition.

(B) For purposes of section 1101(a)(15)(L) of this title, an alien is considered to be serving in a capacity involving specialized knowledge with respect to a company if the alien has a special knowledge of the company product and its application in international markets or has an advanced level of knowledge of processes and procedures of the company.

(C) The Attorney General shall provide a process for reviewing and acting upon petitions under this subsection with respect to nonimmigrants described in section 1101(a)(15)(L) of this title within 30 days after the date a completed petition has been filed.

(D) The period of authorized admission for—
(i) a nonimmigrant admitted to render services in a managerial or executive capacity under section 1101(a)(15)(L) of this title shall not exceed 7 years, or

(ii) a nonimmigrant admitted to render services in a capacity that involves specialized knowledge under section 1101(a)(15)(L) of this title shall not exceed 5 years.

(E) In the case of an alien spouse admitted under section 1101(a)(15)(L) of this title, who is accompanying or following to join a principal alien admitted under such section, the Attorney General shall authorize the alien spouse to engage in employment in the United States and provide the spouse with an "employment authorized" endorsement or other appropriate work permit.

(F) An alien who will serve in a capacity involving specialized knowledge with respect to an employer for purposes of section 1101(a)(15)(L) and will be stationed primarily at the worksite of an employer other than the petitioning employer or its affiliate, subsidiary, or parent shall not be eligible for classification under section 1101(a)(15)(L) if—

(i) the alien will be controlled and supervised principally by such unaffiliated employer; or

(ii) the placement of the alien at the worksite of the unaffiliated employer is essentially an arrangement to provide labor for hire for the unaffiliated employer, rather than a placement in connection with the provision of a product or service for which specialized knowledge specific to the petitioning employer is necessary.

(3) The Attorney General shall approve a petition—

(A) with respect to a nonimmigrant described in section 1101(a)(15)(O)(i) of this title only after consultation in accordance with paragraph (6) or, with respect to aliens seeking entry for a motion picture or television production, after consultation with the appropriate union representing the alien's occupational peers and a management organization in the area of the alien's ability, or

(B) with respect to a nonimmigrant described in section 1101(a)(15)(O)(ii) of this title after consultation in accordance with paragraph (6) or, in the case of such an alien seeking entry for a motion picture or television production, after consultation with such a labor organization and a management organization in the area of the alien's ability.

In the case of an alien seeking entry for a motion picture or television production,

(i) any opinion under the previous sentence shall only be advisory,

(ii) any such opinion that recommends denial must be in writing,

(iii) in making the decision the Attorney General shall consider the exigencies and scheduling of the production, and

(iv) the Attorney General shall append to the decision any such opinion. The Attorney General shall provide by regulation for the waiver of the consultation requirement under subparagraph (A) in the case of aliens who have been admitted as nonimmigrants under section 1101(a)(15)(O)(i) of this title because of extraordinary ability in the arts and who seek readmission to perform similar services within 2 years after the date of a consultation under such subparagraph. Not later than 5 days after the date such a waiver is provided, the Attorney General shall forward a copy of the petition and all supporting documentation to the national office of an appropriate labor organization.

(4)(A) For purposes of section 1101(a)(15)(P)(i)(a) of this title, an alien is described in this subparagraph if the alien—

(i)(I) performs as an athlete, individually or as part of a group or team, at an internationally recognized level of performance;

(II) is a professional athlete, as defined in section 1154(i)(2) of this title;

(III) performs as an athlete, or as a coach, as part of a team or franchise that is located in the United States and a member of a foreign league or association of 15 or more amateur sports teams, if—

(aa) the foreign league or association is the highest level of amateur performance of that sport in the relevant foreign country;

(bb) participation in such league or association renders players ineligible, whether on a temporary or permanent basis, to earn a scholarship in, or participate in, that sport at a college or university in the United States under the rules of the National Collegiate Athletic Association; and

(cc) a significant number of the individuals who play in such league or association are drafted by a major sports league or a minor league affiliate of such a sports league; or

(IV) is a professional athlete or amateur athlete who performs individually or as part of a group in a theatrical ice skating production; and

(ii) seeks to enter the United States temporarily and solely for the purpose of performing—

(I) as such an athlete with respect to a specific athletic competition; or

(II) in the case of an individual described in clause (i)(IV), in a specific theatrical ice skating production or tour.

(B)(i) For purposes of section 1101(a)(15)(P)(i)(b) of this title, an alien is described in this subparagraph if the alien—

(I) performs with or is an integral and essential part of the performance of an entertainment group that has (except as provided in clause (ii)) been recognized internationally as being outstanding in the discipline for a sustained and substantial period of time,

(II) in the case of a performer or entertainer, except as provided in clause (iii), has had a sustained and substantial relationship with that group (ordinarily for at least one year) and provides functions integral to the performance of the group, and

(III) seeks to enter the United States temporarily and solely for the purpose of performing as such a performer or entertainer or as an integral and essential part of a performance.

(ii) In the case of an entertainment group that is recognized nationally as being outstanding in its discipline for a sustained and substantial period of time, the Attorney General may, in consideration of special circumstances, waive the international recognition requirement of clause (i)(I).

(iii)(I) The one-year relationship requirement of clause (i)(II) shall not apply to 25 percent of the performers and entertainers in a group.

(II) The Attorney General may waive such one-year relationship requirement for an alien who because of illness or unanticipated and exigent circumstances replaces an essential member of the group and for an alien who augments the group by performing a critical role.

(iv) The requirements of subclauses (I) and (II) of clause (i) shall not apply to alien circus personnel who perform as part of a circus or circus group or who constitute an integral and essential part of the performance of such circus or circus group, but only if such personnel are entering the United States to join a circus that has been recognized nationally as outstanding for a sustained and substantial period of time or as part of such a circus.

(C) A person may petition the Attorney General for classification of an alien as a nonimmigrant under section 1101(a)(15)(P) of this title.

(D) The Attorney General shall approve petitions under this subsection with respect to nonimmigrants described in clause (i) or (iii) of section 1101(a)(15)(P) of this title only after consultation in accordance with paragraph (6).

(E) The Attorney General shall approve petitions under this subsection for nonimmigrants described in section 1101(a)(15)(P)(ii) of this title only after consultation with labor organizations representing artists and entertainers in the United States.

(F)(i) No nonimmigrant visa under section 1101(a)(15)(P)(i)(a) of this title shall be issued to any alien who is a national of a country that is a state sponsor of international terrorism unless the Secretary of State determines, in consultation with the Secretary of Homeland Security and the heads of other appropriate United States agencies, that such alien does not pose a threat to the safety, national security, or national interest of the United States. In making a determination under this subparagraph, the Secretary of State shall apply standards developed by the Secretary of State, in consultation with the Secretary of Homeland Security and the heads of other appropriate United States agencies, that are applicable to the nationals of such states.

(ii) In this subparagraph, the term "state sponsor of international terrorism" means any country the government of which has been determined by the Secretary of State under any of the laws specified in clause (iii) to have repeatedly provided support for acts of international terrorism.

(iii) The laws specified in this clause are the following:

(I) Section 2405(j)(1)(A) of the Title 50, Appendix (or successor statute).

(II) Section 2780(d) of Title 22.

(III) Section 2371(a) of Title 22.

(G) The Secretary of Homeland Security shall permit a petition under this subsection to seek classification of more than 1 alien as a nonimmigrant under section 1101(a)(15)(P)(i)(a) of this title.

(H) The Secretary of Homeland Security shall permit an athlete, or the employer of an athlete, to seek admission to the United States for such athlete under a provision of this chapter other than section 1101(a)(15)(P)(i) of this title if the athlete is eligible under such other provision.

(5)(A) In the case of an alien who is provided nonimmigrant status under section 1101(a)(15)(H)(i)(b) or 1101(a)(15)(H)(ii)(b) of this title and who is dismissed from employment by the employer before the end of the period of authorized admission, the employer shall be liable for the reasonable costs of return transportation of the alien abroad.

(B) In the case of an alien who is admitted to the United States in nonimmigrant status under section 1101(a)(15)(O) or 1101(a)(15)(P) of this title and whose employment terminates for reasons other than voluntary resignation, the employer whose offer of employment formed the basis of such nonimmigrant status and the petitioner are jointly and severally liable for the reasonable cost of return transportation of the alien abroad. The petitioner shall provide assurance satisfactory to the Attorney General that the reasonable cost of that transportation will be provided.

(6)(A)(i) To meet the consultation requirement of paragraph (3)(A) in the case of a petition for a nonimmigrant described in section 1101(a)(15)(O)(i) of this title (other than with respect to aliens seeking entry for a motion picture or television production), the petitioner shall submit with the petition an advisory opinion from a peer group (or other person or persons of its choosing, which may include a labor organization) with expertise in the specific field involved.

(ii) To meet the consultation requirement of paragraph (3)(B) in the case of a petition for a nonimmigrant described in section 1101(a)(15)(O)(ii) of this title (other than with respect to aliens seeking entry for a motion picture or television production), the petitioner shall submit with the petition an advisory opinion from a labor organization with expertise in the skill area involved.

(iii) To meet the consultation requirement of paragraph (4)(D) in the case of a petition for a nonimmigrant described in section 1101(a)(15)(P)(i) or 1101(a)(15)(P)(iii) of this title, the petitioner shall submit with the petition an advisory opinion from a labor organization with expertise in the specific field of athletics or entertainment involved.

(B) To meet the consultation requirements of subparagraph (A), unless the petitioner submits with the petition an advisory opinion from an appropriate labor organization, the Attorney General shall forward a copy of the petition and all supporting documentation to the national office of an appropriate labor organization within 5 days of the date of receipt of the petition. If there is a collective bargaining representative of an employer's employees in the occupational

classification for which the alien is being sought, that representative shall be the appropriate labor organization.

(C) In those cases in which a petitioner described in subparagraph (A) establishes that an appropriate peer group (including a labor organization) does not exist, the Attorney General shall adjudicate the petition without requiring an advisory opinion.

(D) Any person or organization receiving a copy of a petition described in subparagraph (A) and supporting documents shall have no more than 15 days following the date of receipt of such documents within which to submit a written advisory opinion or comment or to provide a letter of no objection. Once the 15-day period has expired and the petitioner has had an opportunity, where appropriate, to supply rebuttal evidence, the Attorney General shall adjudicate such petition in no more than 14 days. The Attorney General may shorten any specified time period for emergency reasons if no unreasonable burden would be thus imposed on any participant in the process.

(E)(i) The Attorney General shall establish by regulation expedited consultation procedures in the case of nonimmigrant artists or entertainers described in section 1101(a)(15)(O) or 1101(a)(15)(P) of this title to accommodate the exigencies and scheduling of a given production or event.

(ii) The Attorney General shall establish by regulation expedited consultation procedures in the case of nonimmigrant athletes described in section 1101(a)(15)(O)(i) or 1101(a)(15)(P)(i) of this title in the case of emergency circumstances (including trades during a season).

(F) No consultation required under this subsection by the Attorney General with a nongovernmental entity shall be construed as permitting the Attorney General to delegate any authority under this subsection to such an entity. The Attorney General shall give such weight to advisory opinions provided under this section as the Attorney General determines, in his sole discretion, to be appropriate.

(7) If a petition is filed and denied under this subsection, the Attorney General shall notify the petitioner of the determination and the reasons for the denial and of the process by which the petitioner may appeal the determination.

(8) The Attorney General shall submit annually to the Committees on the Judiciary of the House of Representatives and of the Senate a report describing, with respect to petitions under each subcategory of subparagraphs (H), (O), (P), and (Q) of section 1101(a)(15) of this title the following:

(A) The number of such petitions which have been filed.

(B) The number of such petitions which have been approved and the number of workers (by occupation) included in such approved petitions.

(C) The number of such petitions which have been denied and the number of workers (by

occupation) requested in such denied petitions.

(D) The number of such petitions which have been withdrawn.

(E) The number of such petitions which are awaiting final action.

(9)(A) The attorney general shall impose a fee on an employer (excluding any employer that is a primary or secondary education institution, an institution of higher education, as defined in section 1001(a) of Title 20, a nonprofit entity related to or affiliated with any such institution, a nonprofit entity which engages in established curriculum-related clinical training of students registered at any such institution, a nonprofit research organization, or a governmental research organization) filing before [FN1] a petition under paragraph (1)
(i) initially to grant an alien nonimmigrant status described in section 1101(a)(15)(H)(i)(b) of this title;

(ii) to extend the stay of an alien having such status (unless the employer previously has obtained an extension for such alien); or

(iii) to obtain authorization for an alien having such status to change employers.

(B) The amount of the fee shall be $1,500 for each such petition except that the fee shall be half the amount for each such petition by any employer with not more than 25 full-time equivalent employees who are employed in the United States (determined by including any affiliate or subsidiary of such employer).

(C) Fees collected under this paragraph shall be deposited in the Treasury in accordance with section 286(s).

(10) An amended H-1B petition shall not be required where the petitioning employer is involved in a corporate restructuring, including but not limited to a merger, acquisition, or consolidation, where a new corporate entity succeeds to the interests and obligations of the original petitioning employer and where the terms and conditions of employment remain the same but for the identity of the petitioner.

(11)(A) Subject to subparagraph (b), the Secretary of Homeland Security or the Secretary of State, as appropriate, shall impose a fee on an employer who has filed an attestation described in section 1182(t) of this title—

(i) in order that an alien may be initially granted nonimmigrant status described in section 1101(a)(15)(H)(i)(b1) of this title; or

(ii) in order to satisfy the requirement of the second sentence of subsection (g)(8)(C) of this section for an alien having such status to obtain certain extensions of stay.

(B) The amount of the fee shall be the same as the amount imposed by the Secretary of Homeland Security under paragraph (9), except that if such paragraph does not authorize such

Secretary to impose any fee, no fee shall be imposed under this paragraph.

(C) Fees collected under this paragraph shall be deposited in the Treasury in accordance with section 1356(s) of this title.

(12)(A) In addition to any other fees authorized by law, the Secretary of Homeland Security shall impose a fraud prevention and detection fee on an employer filing a petition under paragraph (1)—

(i) initially to grant an alien nonimmigrant status described in subparagraph (H)(i)(b) or (L) of section 1101(a)(15) of this title; or

(ii) to obtain authorization for an alien having such status to change employers.

(B) In addition to any other fees authorized by law, the Secretary of State shall impose a fraud prevention and detection fee on an alien filing an application abroad for a visa authorizing admission to the United States as a nonimmigrant described in section 1101(a)(15)(L) of this title, if the alien is covered under a blanket petition described in paragraph (2)(A).
(C) The amount of the fee imposed under subparagraph (A) or (B) shall be $500.
(D) The fee imposed under subparagraph (A) or (B) shall only apply to principal aliens and not to the spouses or children who are accompanying or following to join such principal aliens.
(E) Fees collected under this paragraph shall be deposited in the Treasury in accordance with section 1356(v) of this title.

(13)(A) In addition to any other fees authorized by law, the Secretary of Homeland Security shall impose a fraud prevention and detection fee on an employer filing a petition under paragraph (1) for nonimmigrant workers described in section 1101(a)(15)(H)(ii)(b) of this title.
(B) The amount of the fee imposed under subparagraph (A) shall be $150.

(14)(A) If the Secretary of homeland security finds, after notice and an opportunity for a hearing, a substantial failure to meet any of the conditions of the petition to admit or otherwise provide status to a nonimmigrant worker under section 1101(a)(15)(h)(ii)(b) of this title or a willful misrepresentation of a material fact in such petition—

(i) the Secretary of Homeland Security may, in addition to any other remedy authorized by law, impose such administrative remedies (including civil monetary penalties in an amount not to exceed $10,000 per violation) as the Secretary of Homeland Security determines to be appropriate; and

(ii) the Secretary of Homeland Security may deny petitions filed with respect to that employer under section 1154 of this title or paragraph (1) of this subsection during a period of at least 1 year but not more than 5 years for aliens to be employed by the employer.

(B) The Secretary of Homeland Security may delegate to the Secretary of Labor, with the agreement of the Secretary of Labor, any of the authority given to the Secretary of Homeland Security under subparagraph (A)(i).

(C) In determining the level of penalties to be assessed under subparagraph (A), the highest penalties shall be reserved for willful failures to meet any of the conditions of the petition that involve harm to United States workers.

(D) In this paragraph, the term "substantial failure" means the willful failure to comply with the requirements of this section that constitutes a significant deviation from the terms and conditions of a petition.

(d) Issuance of visa to fiancée or fiancé of citizen

(1) A visa shall not be issued under the provisions of section 1101(a)(15)(K)(i) of this title until the consular officer has received a petition filed in the United States by the fiancée or fiancé of the applying alien and approved by the Secretary of Homeland Security. The petition shall be in such form and contain such information as the Secretary of Homeland Security shall, by regulation, prescribe. Such information shall include information on any criminal convictions of the petitioner for any specified crime. It shall be approved only after satisfactory evidence is submitted by the petitioner to establish that the parties have previously met in person within 2 years before the date of filing the petition, have a bona fide intention to marry, and are legally able and actually willing to conclude a valid marriage in the United States within a period of ninety days after the alien's arrival, except that the Secretary of Homeland Security in his discretion may waive the requirement that the parties have previously met in person. In the event the marriage with the petitioner does not occur within three months after the admission of the said alien and minor children, they shall be required to depart from the United States and upon failure to do so shall be removed in accordance with sections 1229a and 1231 of this title.

(2)(A) Subject to subparagraphs (b) and (c) of this section, a consular officer may not approve a petition under paragraph (1) unless the officer has verified that—
(i) the petitioner has not, previous to the pending petition, petitioned under paragraph (1) with respect to two or more applying aliens; and

(ii) if the petitioner has had such a petition previously approved, 2 years have elapsed since the filing of such previously approved petition.

(B) The Secretary of Homeland Security may, in the Secretary's discretion, waive the limitations in subparagraph (A) if justification exists for such a waiver. Except in extraordinary circumstances and subject to subparagraph (C), such a waiver shall not be granted if the petitioner has a record of violent criminal offenses against a person or persons.

(C)(i) The Secretary of Homeland Security is not limited by the criminal court record and shall grant a waiver of the condition described in the second sentence of subparagraph (B) in the case of a petitioner described in clause (ii).

(ii) A petitioner described in this clause is a petitioner who has been battered or subjected to extreme cruelty and who is or was not the primary perpetrator of violence in the relationship upon a determination that—

(I) the petitioner was acting in self-defense;

(II) the petitioner was found to have violated a protection order intended to protect the petitioner; or

(III) the petitioner committed, was arrested for, was convicted of, or pled guilty to committing a crime that did not result in serious bodily injury and where there was a connection between the crime and the petitioner's having been battered or subjected to extreme cruelty.

(iii) In acting on applications under this subparagraph, the Secretary of Homeland Security shall consider any credible evidence relevant to the application. The determination of what evidence is credible and the weight to be given that evidence shall be within the sole discretion of the Secretary.

(3) In this subsection:

(A) The terms "domestic violence", "sexual assault", "child abuse and neglect", "dating violence", "elder abuse", and "stalking" have the meaning given such terms in section 13925 of Title 42.

(B) The term "specified crime" means the following:

(i) Domestic violence, sexual assault, child abuse and neglect, dating violence, elder abuse, and stalking.

(ii) Homicide, murder, manslaughter, rape, abusive sexual contact, sexual exploitation, incest, torture, trafficking, peonage, holding hostage, involuntary servitude, slave trade, kidnapping, abduction, unlawful criminal restraint, false imprisonment, or an attempt to commit any of the crimes described in this clause.

(iii) At least three convictions for crimes relating to a controlled substance or alcohol not arising from a single act.

(e) Nonimmigrant professionals and annual numerical limit

(1) Notwithstanding any other provision of this chapter, an alien who is a citizen of Canada and seeks to enter the United States under and pursuant to the provisions of Annex 1502.1 (United States of America), Part C—Professionals, of the United States-Canada Free-Trade Agreement to engage in business activities at a professional level as provided for therein may be admitted for such purpose under regulations of the Attorney General promulgated after consultation with the Secretaries of State and Labor.

(2) An alien who is a citizen of Canada or Mexico, and the spouse and children of any such alien if accompanying or following to join such alien, who seeks to enter the United States under and pursuant to the provisions of Section D of Annex 1603 of the North American Free Trade Agreement (in this subsection referred to as "NAFTA") to engage in business activities at a

professional level as provided for in such Annex, may be admitted for such purpose under regulations of the Attorney General promulgated after consultation with the Secretaries of State and Labor. For purposes of this chapter, including the issuance of entry documents and the application of subsection (b) of this section, such alien shall be treated as if seeking classification, or classifiable, as a nonimmigrant under section 1101(a)(15) of this title. The admission of an alien who is a citizen of Mexico shall be subject to paragraphs (3), (4), and (5). For purposes of this paragraph and paragraphs (3), (4), and (5), the term "citizen of Mexico" means "citizen" as defined in Annex 1608 of NAFTA.

(3) The Attorney General shall establish an annual numerical limit on admissions under paragraph (2) of aliens who are citizens of Mexico, as set forth in Appendix 1603.D.4 of Annex 1603 of the NAFTA. Subject to paragraph (4), the annual numerical limit—

(A) beginning with the second year that NAFTA is in force, may be increased in accordance with the provisions of paragraph 5(a) of Section D of such Annex, and

(B) shall cease to apply as provided for in paragraph 3 of such Appendix.

(4) The annual numerical limit referred to in paragraph (3) may be increased or shall cease to apply (other than by operation of paragraph 3 of such Appendix) only if—
(A) the President has obtained advice regarding the proposed action from the appropriate advisory committees established under section 2155 of Title 19;

(B) the President has submitted a report to the Committee on the Judiciary of the Senate and the Committee on the Judiciary of the House of Representatives that sets forth—

(i) the action proposed to be taken and the reasons therefor, and

(ii) the advice obtained under subparagraph (A);

(C) a period of at least 60 calendar days that begins on the first day on which the President has met the requirements of subparagraphs (A) and (B) with respect to such action has expired; and

(D) the President has consulted with such committees regarding the proposed action during the period referred to in subparagraph (C).

(5) During the period that the provisions of Appendix 1603.D.4 of Annex 1603 of the NAFTA apply, the entry of an alien who is a citizen of Mexico under and pursuant to the provisions of Section D of Annex 1603 of NAFTA shall be subject to the attestation requirement of section 1182(m) of this title, in the case of a registered nurse, or the application requirement of section 1182(n) of this title, in the case of all other professions set out in Appendix 1603.D.1 of Annex 1603 of NAFTA, and the petition requirement of subsection (c) of this section, to the extent and in the manner prescribed in regulations promulgated by the Secretary of Labor, with respect to sections 1182(m) and 1182(n) of this title, and the Attorney General, with respect to subsection (c) of this section.

(6) In the case of an alien spouse admitted under section 1101(a)(15)(E) of this title, who is accompanying or following to join a principal alien admitted under such section, the Attorney General shall authorize the alien spouse to engage in employment in the United States and provide the spouse with an "employment authorized" endorsement or other appropriate work permit.

(f) Denial of crewmember status in case of certain labor disputes

(1) Except as provided in paragraph (3), no alien shall be entitled to nonimmigrant status described in section 1101(a)(15)(D) of this title if the alien intends to land for the purpose of performing service on board a vessel of the United States (as defined in section 2101(46) of Title 46) or on an aircraft of an air carrier (as defined in section 40102(a)(2) of Title 49) during a labor dispute where there is a strike or lockout in the bargaining unit of the employer in which the alien intends to perform such service.

(2) An alien described in paragraph (1)—

(A) may not be paroled into the United States pursuant to section 1182(d)(5) of this title unless the Attorney General determines that the parole of such alien is necessary to protect the national security of the United States; and

(B) shall be considered not to be a bona fide crewman for purposes of section 1282(b) of this title.

(3) Paragraph (1) shall not apply to an alien if the air carrier or owner or operator of such vessel that employs the alien provides documentation that satisfies the Attorney General that the alien—

(A) has been an employee of such employer for a period of not less than 1 year preceding the date that a strike or lawful lockout commenced;

(B) has served as a qualified crewman for such employer at least once in each of 3 months during the 12-month period preceding such date; and

(C) shall continue to provide the same services that such alien provided as such a crewman.

(g) Temporary workers and trainees; limitation on numbers

(1) The total number of aliens who may be issued visas or otherwise provided nonimmigrant status during any fiscal year (beginning with fiscal year 1992)—

(A) under section 1101(a)(15)(H)(i)(b) of this title, may not exceed—

(i) 65,000 in each fiscal year before fiscal year 1999;

(ii) 115,000 in fiscal year 1999;

(iii) 115,000 in fiscal year 2000;

(iv) 195,000 in fiscal year 2001;

(v) 195,000 in fiscal year 2002;

(vi) 195,000 in fiscal year 2003; and

(vii) 65,000 in each succeeding fiscal year;

(B) under section 1101(a)(15)(H)(ii)(b) of this title may not exceed 66,000.

(2) The numerical limitations of paragraph (1) shall only apply to principal aliens and not to the spouses or children of such aliens.

(3) Aliens who are subject to the numerical limitations of paragraph (1) shall be issued visas (or otherwise provided nonimmigrant status) in the order in which petitions are filed for such visas or status. If an alien who was issued a visa or otherwise provided nonimmigrant status and counted against the numerical limitations of paragraph (1) is found to have been issued such visa or otherwise provided such status by fraud or willfully misrepresenting a material fact and such visa or nonimmigrant status is revoked, then one number shall be restored to the total number of aliens who may be issued visas or otherwise provided such status under the numerical limitations of paragraph (1) in the fiscal year in which the petition is revoked, regardless of the fiscal year in which the petition was approved.

(4) In the case of a nonimmigrant described in section 1101(a)(15)(H)(i)(b) of this title, the period of authorized admission as such a nonimmigrant may not exceed 6 years.

(5) The numerical limitations contained in paragraph (1)(a) shall not apply to any nonimmigrant alien issued a visa or otherwise provided status under section 1101(a)(15)(h)(i)(b) of this title who—

(A) is employed (or has received an offer of employment) at an institution of higher education (as defined in section 1001(a) of Title 20), or a related or affiliated nonprofit entity;

(B) is employed (or has received an offer of employment) at a nonprofit research organization or a governmental research organization; or

(C) has earned a master's or higher degree from a United States institution of higher education (as defined in section 1001(a) of Title 20), until the number of aliens who are exempted from such numerical limitation during such year exceeds 20,000.

(6) Any alien who ceases to be employed by an employer described in paragraph (5)(A) shall, if employed as a nonimmigrant alien described in section 1101(a)(15)(H)(i)(b) of this title, who has not previously been counted toward the numerical limitations contained in paragraph (1)(A), be counted toward those limitations the first time the alien is employed by an employer

other than one described in paragraph (5).

(7) Any alien who has already been counted, within the 6 years prior to the approval of a petition described in subsection (c), toward the numerical limitations of paragraph (1)(A) shall not again be counted toward those limitations unless the alien would be eligible for a full 6 years of authorized admission at the time the petition is filed. Where multiple petitions are approved for 1 alien, that alien shall be counted only once.

(8)(A) The agreements referred to in section 1101(a)(15)(H) (i)(b1) of this title are—

(i) the United States-Chile Free Trade Agreement; and

(ii) the United States-Singapore Free Trade Agreement.

(B)(i) The Secretary of Homeland Security shall establish annual numerical limitations on approvals of initial applications by aliens for admission under section 1101(a)(15)(H)(i)(b1) of this title.

(ii) The annual numerical limitations described in clause (i) shall not exceed

(I) 1,400 for nationals of Chile (as defined in article 14.9 of the United States-Chile Free Trade Agreement) for any fiscal year; and

(II) 5,400 for nationals of Singapore (as defined in Annex 1A of the United States-Singapore Free Trade Agreement) for any fiscal year.

(iii) The annual numerical limitations described in clause (i) shall only apply to principal aliens and not to the spouses or children of such aliens.

(iv) The annual numerical limitation described in paragraph (1)(A) is reduced by the amount of the annual numerical limitations established under clause (i). However, if a numerical limitation established under clause (i) has not been exhausted at the end of a given fiscal year, the Secretary of Homeland Security shall adjust upwards the numerical limitation in paragraph (1)(A) for that fiscal year by the amount remaining in the numerical limitation under clause (i). Visas under section 1101(a)(15)(H)(i)(b) of this title may be issued pursuant to such adjustment within the first 45 days of the next fiscal year to aliens who had applied for such visas during the fiscal year for which the adjustment was made.

(C) The period of authorized admission as a nonimmigrant under section 1101(a)(15)(H)(i)(b1) of this title shall be 1 year, and may be extended, but only in 1-year increments. After every second extension, the next following extension shall not be granted unless the Secretary of Labor had determined and certified to the Secretary of Homeland Security and the Secretary of State that the intending employer has filed with the Secretary of Labor an attestation under section 1182(t)(1) of this title for the purpose of permitting the nonimmigrant to obtain such extension.

(D) The numerical limitation described in paragraph (1)(A) for a fiscal year shall be reduced by one for each alien granted an extension under subparagraph (C) during such year who has obtained 5 or more consecutive prior extensions.
(9)(A) Subject to subparagraphs (B) and (C), an alien who has already been counted toward the numerical limitation of paragraph (1)(B) during fiscal year 2004, 2005, or 2006 shall not again be counted toward such limitation during fiscal year 2007. Such an alien shall be considered a returning worker.

(B) A petition to admit or otherwise provide status under section 1101(a)(15)(H)(ii)(b) of this title shall include, with respect to a returning worker

(i) all information and evidence that the Secretary of Homeland Security determines is required to support a petition for status under section 1101(a)(15)(H)(ii)(b) of this title;

(ii) the full name of the alien; and

(iii) a certification to the Department of Homeland Security that the alien is a returning worker.

(C) An H-2B visa or grant of nonimmigrant status for a returning worker shall be approved only if the alien is confirmed to be a returning worker by—

(i) the Department of State; or

(ii) if the alien is visa exempt or seeking to change to status under section 1101(a)(15)(H)(ii)(b) of this title, the Department of Homeland Security.

(10) The numerical limitations of paragraph (1)(B) shall be allocated for a fiscal year so that the total number of aliens subject to such numerical limits who enter the United States pursuant to a visa or are accorded nonimmigrant status under section 1101(a)(15)(H)(ii)(b) of this title during the first 6 months of such fiscal year is not more than 33,000.

(11)(A) The Secretary of State may not approve a number of initial applications submitted for aliens described in section 1101(a)(15)(E)(iii) of this title that is more than the applicable numerical limitation set out in this paragraph.

(B) The applicable numerical limitation referred to in subparagraph (A) is 10,500 for each fiscal year.

(C) The applicable numerical limitation referred to in subparagraph (A) shall only apply to principal aliens and not to the spouses or children of such aliens.

(h) Intention to abandon foreign residence

The fact that an alien is the beneficiary of an application for a preference status filed under section 1154 of this title or has otherwise sought permanent residence in the United States shall not constitute evidence of an intention to abandon a foreign residence for purposes of obtaining a

visa as a nonimmigrant described in subparagraph (H)(i)(b) or (c), (L), or (V) of section 1101(a)(15) of this title or otherwise obtaining or maintaining the status of a nonimmigrant described in such subparagraph, if the alien had obtained a change of status under section 1258 of this title to a classification as such a nonimmigrant before the alien's most recent departure from the United States.

(i) "Specialty occupation" defined

(1) Except as provided in paragraph (3), for purposes of section 1101(a)(15)(H)(i)(b) of this title, section 1101(a)(15)(E)(iii) of this title, and paragraph (2), the term "specialty occupation" means an occupation that requires—

(A) theoretical and practical application of a body of highly specialized knowledge, and

(B) attainment of a bachelor's or higher degree in the specific specialty (or its equivalent) as a minimum for entry into the occupation in the United States.

(2) For purposes of section 1101(a)(15)(H)(i)(b) of this title, the requirements of this paragraph, with respect to a specialty occupation, are—

(A) full state licensure to practice in the occupation, if such licensure is required to practice in the occupation,

(B) completion of the degree described in paragraph (1)(B) for the occupation, or

(C)(i) experience in the specialty equivalent to the completion of such degree, and (ii) recognition of expertise in the specialty through progressively responsible positions relating to the specialty.

(3) For purposes of section 1101(a)(15)(H)(i)(b1) of this title, the term "specialty occupation" means an occupation that requires—

(A) theoretical and practical application of a body of specialized knowledge; and

(B) attainment of a bachelor's or higher degree in the specific specialty (or its equivalent) as a minimum for entry into the occupation in the United States.

(j) Labor disputes

(1) Notwithstanding any other provision of this chapter, an alien who is a citizen of Canada or Mexico who seeks to enter the United States under and pursuant to the provisions of Section B, Section C, or Section D of Annex 1603 of the North American Free Trade Agreement, shall not be classified as a nonimmigrant under such provisions if there is in progress a strike or lockout in the course of a labor dispute in the occupational classification at the place or intended place of employment, unless such alien establishes, pursuant to regulations promulgated by the Attorney General, that the alien's entry will not affect adversely the settlement of the strike or lockout or the employment of any person who is involved in the strike or lockout. Notice of a determination

under this paragraph shall be given as may be required by paragraph 3 of article 1603 of such Agreement. For purposes of this paragraph, the term "citizen of Mexico" means "citizen" as defined in Annex 1608 of such Agreement.

(2) Notwithstanding any other provision of this chapter except section 1182(t)(1) of this title, and subject to regulations promulgated by the Secretary of Homeland Security, an alien who seeks to enter the United States under and pursuant to the provisions of an agreement listed in subsection (g)(8)(A) of this section, and the spouse and children of such an alien if accompanying or following to join the alien, may be denied admission as a nonimmigrant under subparagraph (E), (L), or (H)(i)(b1) of section 1101(a)(15) of this title if there is in progress a labor dispute in the occupational classification at the place or intended place of employment, unless such alien establishes, pursuant to regulations promulgated by the Secretary of Homeland Security after consultation with the Secretary of Labor, that the alien's entry will not affect adversely the settlement of the labor dispute or the employment of any person who is involved in the labor dispute. Notice of a determination under this paragraph shall be given as may be required by such agreement.

(k) Numerical limitations; period of admission; conditions for admission and stay; annual report

(1) The number of aliens who may be provided a visa as nonimmigrants under section 1101(a)(15)(S)(i) of this title in any fiscal year may not exceed 200. The number of aliens who may be provided a visa as nonimmigrants under section 1101(a)(15)(S)(ii) of this title in any fiscal year may not exceed 50.

(2) The period of admission of an alien as such a nonimmigrant may not exceed 3 years. Such period may not be extended by the Attorney General.

(3) As a condition for the admission, and continued stay in lawful status, of such a nonimmigrant, the nonimmigrant—

(A) shall report not less often than quarterly to the Attorney General such information concerning the alien's whereabouts and activities as the Attorney General may require;

(B) may not be convicted of any criminal offense punishable by a term of imprisonment of 1 year or more after the date of such admission;

(C) must have executed a form that waives the nonimmigrant's right to contest, other than on the basis of an application for withholding of removal, any action for removal of the alien instituted before the alien obtains lawful permanent resident status; and

(D) shall abide by any other condition, limitation, or restriction imposed by the Attorney General.

(4) The Attorney General shall submit a report annually to the Committee on the Judiciary of the House of Representatives and the Committee on the Judiciary of the Senate concerning—

(A) the number of such nonimmigrants admitted;

(B) the number of successful criminal prosecutions or investigations resulting from cooperation of such aliens;

(C) the number of terrorist acts prevented or frustrated resulting from cooperation of such aliens;

(D) the number of such nonimmigrants whose admission or cooperation has not resulted in successful criminal prosecution or investigation or the prevention or frustration of a terrorist act; and

(E) the number of such nonimmigrants who have failed to report quarterly (as required under paragraph (3)) or who have been convicted of crimes in the United States after the date of their admission as such a nonimmigrant.

(5) Redesignated (4)

(l) Restrictions on waiver

(1) In the case of a request by an interested State agency, or by an interested Federal agency, for a waiver of the 2-year foreign residence requirement under section 1182(e) of this title on behalf of an alien described in clause (iii) of such section, the Attorney General shall not grant such waiver unless—

(A) in the case of an alien who is otherwise contractually obligated to return to a foreign country, the government of such country furnishes the Director of the United States Information Agency with a statement in writing that it has no objection to such waiver;

(B) in the case of a request by an interested State agency, the grant of such waiver would not cause the number of waivers allotted for that State for that fiscal year to exceed 30;

(C) in the case of a request by an interested Federal agency or by an interested State agency—

(i) the alien demonstrates a bona fide offer of full-time employment at a health facility or health care organization, which employment has been determined by the Attorney General to be in the public interest; and

(ii) the alien agrees to begin employment with the health facility or health care organization within 90 days of receiving such waiver, and agrees to continue to work for a total of not less than 3 years (unless the Attorney General determines that extenuating circumstances exist, such as closure of the facility or hardship to the alien, which would justify a lesser period of employment at such health facility or health care organization, in which case the alien must demonstrate another bona fide offer of employment at a health facility or health care organization for the remainder of such 3-year period); and

(D) in the case of a request by an interested Federal agency (other than a request by an interested Federal agency to employ the alien full-time in medical research or training) or by an interested State agency, the alien agrees to practice primary care or specialty medicine in accordance with paragraph (2) for a total of not less than 3 years only in the geographic area or areas which are designated by the Secretary of Health and Human Services as having a shortage of health care professionals, except that—

(i) in the case of a request by the Department of Veterans Affairs, the alien shall not be required to practice medicine in a geographic area designated by the Secretary;

(ii) in the case of a request by an interested State agency, the head of such State agency determines that the alien is to practice medicine under such agreement in a facility that serves patients who reside in one or more geographic areas so designated by the Secretary of Health and Human Services (without regard to whether such facility is located within such a designated geographic area), and the grant of such waiver would not cause the number of the waivers granted on behalf of aliens for such State for a fiscal year (within the limitation in subparagraph (B)) in accordance with the conditions of this clause to exceed 10; and

(iii) in the case of a request by an interested Federal agency or by an interested State agency for a waiver for an alien who agrees to practice specialty medicine in a facility located in a geographic area so designated by the Secretary of Health and Human Services, the request shall demonstrate, based on criteria established by such agency, that there is a shortage of health care professionals able to provide services in the appropriate medical specialty to the patients who will be served by the alien.

(2)(A) Notwithstanding section 1258(a)(2) of this title, the Attorney General may change the status of an alien who qualifies under this subsection and section 1182(e) of this title to that of an alien described in section 1101(a)(15)(H)(i)(b) of this title. The numerical limitations contained in subsection (g)(1)(A) of this section shall not apply to any alien whose status is changed under the preceding sentence, if the alien obtained a waiver of the 2-year foreign residence requirement upon a request by an interested Federal agency or an interested State agency.

(B) No person who has obtained a change of status under subparagraph (A) and who has failed to fulfill the terms of the contract with the health facility or health care organization named in the waiver application shall be eligible to apply for an immigrant visa, for permanent residence, or for any other change of nonimmigrant status, until it is established that such person has resided and been physically present in the country of his nationality or his last residence for an aggregate of at least 2 years following departure from the United States.

(3) Notwithstanding any other provision of this subsection, the 2-year foreign residence requirement under section 1182(e) of this title shall apply with respect to an alien described in clause (iii) of such section, who has not otherwise been accorded status under section 1101(a)(27)(H) of this title, if—

(A) at any time the alien ceases to comply with any agreement entered into under

subparagraph (C) or (D) of paragraph (1); or

(B) the alien's employment ceases to benefit the public interest at any time during the 3-year period described in paragraph (1)(C).

(m) Nonimmigrant elementary and secondary school students

(1) An alien may not be accorded status as a nonimmigrant under clause (i) or (iii) of section 1101(a)(15)(F) of this title in order to pursue a course of study—

(A) at a public elementary school or in a publicly funded adult education program; or

(B) at a public secondary school unless—

(i) the aggregate period of such status at such a school does not exceed 12 months with respect to any alien, and (ii) the alien demonstrates that the alien has reimbursed the local educational agency that administers the school for the full, unsubsidized per capita cost of providing education at such school for the period of the alien's attendance.

(2) An alien who obtains the status of a nonimmigrant under clause (i) or (iii) of section 1101(a)(15)(F) of this title in order to pursue a course of study at a private elementary or secondary school or in a language training program that is not publicly funded shall be considered to have violated such status, and the alien's visa under section 1101(a)(15)(F) of this title shall be void, if the alien terminates or abandons such course of study at such a school and undertakes a course of study at a public elementary school, in a publicly funded adult education program, in a publicly funded adult education language training program, or at a public secondary school (unless the requirements of paragraph (1)(B) are met).

(n) Increased portability of H-1B status

(1) A nonimmigrant alien described in paragraph (2) who was previously issued a visa or otherwise provided nonimmigrant status under section 1101(a)(15)(H)(i)(b) of this title is authorized to accept new employment upon the filing by the prospective employer of a new petition on behalf of such nonimmigrant as provided under subsection (a). Employment authorization shall continue for such alien until the new petition is adjudicated. If the new petition is denied, such authorization shall cease.

(2) A nonimmigrant alien described in this paragraph is a nonimmigrant alien—

(A) who has been lawfully admitted into the United States;

(B) on whose behalf an employer has filed a nonfrivolous petition for new employment before the date of expiration of the period of stay authorized by the Attorney General; and

(C) who, subsequent to such lawful admission, has not been employed without authorization in the United States before the filing of such petition.

(o) Trafficking in persons; conditions of nonimmigrant status

(1) No alien shall be eligible for admission to the United States under section 1101(a)(15)(T) of this title if there is substantial reason to believe that the alien has committed an act of a severe form of trafficking in persons (as defined in section 7102 of Title 22).

(2) The total number of aliens who may be issued visas or otherwise provided nonimmigrant status during any fiscal year under section 1101(a)(15)(T) of this title may not exceed 5,000.

(3) The numerical limitation of paragraph (2) shall only apply to principal aliens and not to the spouses, sons, daughters, siblings, or parents of such aliens.

(4) An unmarried alien who seeks to accompany, or follow to join, a parent granted status under section 1101(a)(15)(T)(i) of this title, and who was under 21 years of age on the date on which such parent applied for such status, shall continue to be classified as a child for purposes of section 1101(a)(15)(T)(ii) of this title, if the alien attains 21 years of age after such parent's application was filed but while it was pending.

(5) An alien described in clause (i) of section 1101(a)(15)(T) of this title shall continue to be treated as an alien described in clause (ii)(I) of such section if the alien attains 21 years of age after the alien's application for status under such clause (i) is filed but while it is pending.

(6) In making a determination under section 1101(a)(15)(T)(i)(III)(aa) of this title with respect to an alien, statements from State and local law enforcement officials that the alien has complied with any reasonable request for assistance in the investigation or prosecution of crimes such as kidnapping, rape, slavery, or other forced labor offenses, where severe forms of trafficking in persons (as defined in section 7102 of Title 22) appear to have been involved, shall be considered.

(7)(A) Except as provided in subparagraph (B), an alien who is issued a visa or otherwise provided nonimmigrant status under section 1101(a)(15)(T) of this title may be granted such status for a period of not more than 4 years.

(B) An alien who is issued a visa or otherwise provided nonimmigrant status under section 1101(a)(15)(T) of this title may extend the period of such status beyond the period described in subparagraph (A) if—

(i) a Federal, State, or local law enforcement official, prosecutor, judge, or other authority investigating or prosecuting activity relating to human trafficking or certifies that the presence of the alien in the United States is necessary to assist in the investigation or prosecution of such activity;

(ii) the alien is eligible for relief under section 1255(l) of this title and is unable to obtain such relief because regulations have not been issued to implement such section; or

(iii) the Secretary of Homeland Security determines that an extension of the period of such nonimmigrant status is warranted due to exceptional circumstances.

(C) Nonimmigrant status under section 1101(a)(15)(T) of this title shall be extended during the pendency of an application for adjustment of status under section 1255(l) of this title.

(p) Requirements applicable to section 1101(a)(15)(U) visas

(1) Petitioning procedures for section 1101(a)(15)(U) visas

The petition filed by an alien under section 1101(a)(15)(U)(i) of this title shall contain a certification from a Federal, State, or local law enforcement official, prosecutor, judge, or other Federal, State, or local authority investigating criminal activity described in section 1101(a)(15)(U)(iii) of this title. This certification may also be provided by an official of the Service whose ability to provide such certification is not limited to information concerning immigration violations. This certification shall state that the alien "has been helpful, is being helpful, or is likely to be helpful" in the investigation or prosecution of criminal activity described in section 1101(a)(15)(U)(iii) of this title.

(2) Numerical limitations

(A) The number of aliens who may be issued visas or otherwise provided status as nonimmigrants under section 1101(a)(15)(U) of this title in any fiscal year shall not exceed 10,000.

(B) The numerical limitations in subparagraph (A) shall only apply to principal aliens described in section 1101(a)(15)(U)(i) of this title, and not to spouses, children, or, in the case of alien children, the alien parents of such children.

(3) Duties of the Attorney General with respect to "U" visa nonimmigrants

With respect to nonimmigrant aliens described in subsection (a)(15)(U) of section 1101 of this title—

(A) the Attorney General and other government officials, where appropriate, shall provide those aliens with referrals to nongovernmental organizations to advise the aliens regarding their options while in the United States and the resources available to them; and

(B) the Attorney General shall, during the period those aliens are in lawful temporary resident status under that subsection, provide the aliens with employment authorization.

(4) Credible evidence considered

In acting on any petition filed under this subsection, the consular officer or the Attorney General, as appropriate, shall consider any credible evidence relevant to the petition.

(5) Nonexclusive relief

Nothing in this subsection limits the ability of aliens who qualify for status under section 1101(a)(15)(U) of this title to seek any other immigration benefit or status for which the alien may

be eligible.

(6) Duration of status

The authorized period of status of an alien as a nonimmigrant under section 1101(a)(15)(U) of this title shall be for a period of not more than 4 years, but shall be extended upon certification from a Federal, State, or local law enforcement official, prosecutor, judge, or other Federal, State, or local authority investigating or prosecuting criminal activity described in section 1101(a)(15)(U)(iii) of this title that the alien's presence in the United States is required to assist in the investigation or prosecution of such criminal activity. The Secretary of Homeland Security may extend, beyond the 4-year period authorized under this section, the authorized period of status of an alien as a nonimmigrant under section 1101(a)(15)(U) of this title if the Secretary determines that an extension of such period is warranted due to exceptional circumstances. Such alien's nonimmigrant status shall be extended beyond the 4-year period authorized under this section if the alien is eligible for relief under section 1255(m) of this title and is unable to obtain such relief because regulations have not been issued to implement such section and shall be extended during the pendency of an application for adjustment of status under section 1255(m) of this title. The Secretary may grant work authorization to any alien who has a pending, bona fide application for nonimmigrant status under section 1101(a)(15)(U) of this title.

(q) Nonimmigrant described in section 1101(a)(15)(V)

(1) In the case of a nonimmigrant described in section 1101(a)(15)(v) of this title

(A) the Attorney General shall authorize the alien to engage in employment in the United States during the period of authorized admission and shall provide the alien with an "employment authorized" endorsement or other appropriate document signifying authorization of employment; and

(B) the period of authorized admission as such a nonimmigrant shall terminate 30 days after the date on which any of the following is denied:

(i) The petition filed under section 1154 of this title to accord the alien a status under section 1153(a)(2)(A) of this title (or, in the case of a child granted nonimmigrant status based on eligibility to receive a visa under section 1153(d) of this title, the petition filed to accord the child's parent a status under section 1153(a)(2)(A) of this title).

(ii) The alien's application for an immigrant visa pursuant to the approval of such petition.

(iii) The alien's application for adjustment of status under section 1255 of this title pursuant to the approval of such petition.

(2) In determining whether an alien is eligible to be admitted to the United States as a nonimmigrant under section 1101(a)(15)(V) of this title, the grounds for inadmissibility specified in section 1182(a)(9)(B) of this title shall not apply.

(3) The status of an alien physically present in the United States may be adjusted by the

attorney general, in the discretion of the attorney general and under such regulations as the attorney general may prescribe, to that of a nonimmigrant under section 1101(a)(15)(v) of this title, if the alien

(A) applies for such adjustment;

(B) satisfies the requirements of such section; and

(C) is eligible to be admitted to the United States, except in determining such admissibility, the grounds for inadmissibility specified in paragraphs (6)(A), (7), and (9)(B) of section 1182(a) of this title shall not apply.

(r) Visas of nonimmigrants described in section 1101(a)(15)(K)(ii)

(1) A visa shall not be issued under the provisions of section 1101(a)(15)(K)(ii) of this title until the consular officer has received a petition filed in the United States by the spouse of the applying alien and approved by the Attorney General. The petition shall be in such form and contain such information as the Attorney General shall, by regulation, prescribe. Such information shall include information on any criminal convictions of the petitioner for any specified crime.

(2) In the case of an alien seeking admission under section 1101(a)(15)(K)(ii) of this title who concluded a marriage with a citizen of the United States outside the United States, the alien shall be considered inadmissible under section 1182(a)(7)(B) of this title if the alien is not at the time of application for admission in possession of a valid nonimmigrant visa issued by a consular officer in the foreign state in which the marriage was concluded.

(3) In the case of a nonimmigrant described in section 1101(a)(15)(K)(ii) of this title, and any child of such a nonimmigrant who was admitted as accompanying, or following to join, such a nonimmigrant, the period of authorized admission shall terminate 30 days after the date on which any of the following is denied:

(A) The petition filed under section 1154 of this title to accord the principal alien status under section 1151(b)(2)(A)(i) of this title.

(B) The principal alien's application for an immigrant visa pursuant to the approval of such petition.

(C) The principal alien's application for adjustment of status under section 1255 of this title pursuant to the approval of such petition.

(4)(A) The Secretary of Homeland Security shall create a database for the purpose of tracking multiple visa petitions filed for fiancé(e)s and spouses under clauses (i) and (ii) of section 1101(a)(15)(K) of this title.

Upon approval of a second visa petition under section 1101(a)(15)(K) of this title for a fiancé(e) or spouse filed by the same United States citizen petitioner, the petitioner shall be notified

by the Secretary that information concerning the petitioner has been entered into the multiple visa petition tracking database. All subsequent fiance(e) or spouse nonimmigrant visa petitions filed by that petitioner under such section shall be entered in the database.

(B)(i) Once a petitioner has had two fiance(e) or spousal petitions approved under clause (i) or (ii) of section 1101(a)(15)(K) of this title, if a subsequent petition is filed under such section less than 10 years after the date the first visa petition was filed under such section, the Secretary of Homeland Security shall notify both the petitioner and beneficiary of any such subsequent petition about the number of previously approved fiance(e) or spousal petitions listed in the database.

(ii) A copy of the information and resources pamphlet on domestic violence developed under section 1375a(a) of this title shall be mailed to the beneficiary along with the notification required in clause (i).

(5) In this subsection:

(A) The terms "domestic violence", "sexual assault", "child abuse and neglect", "dating violence", "elder abuse", and "stalking" have the meaning given such terms in section 13925 of Title 42.

(B) The term "specified crime" means the following:

(i) Domestic violence, sexual assault, child abuse and neglect, dating violence, elder abuse, and stalking.

(ii) Homicide, murder, manslaughter, rape, abusive sexual contact, sexual exploitation, incest, torture, trafficking, peonage, holding hostage, involuntary servitude, slave trade, kidnapping, abduction, unlawful criminal restraint, false imprisonment, or an attempt to commit any of the crimes described in this clause.

(iii) At least three convictions for crimes relating to a controlled substance or alcohol not arising from a single act.

CREDIT(S)
(June 27, 1952, c. 477, Title II, ch. 2, § 214, 66 Stat. 189; Apr. 7, 1970, Pub.L. 91-225, § 3, 84 Stat. 117; Oct. 5, 1984, Pub.L. 98-454, Title VI, § 602(b), 98 Stat. 1737; Nov. 6, 1986, Pub.L. 99-603, Title III, §§ 301(b), 313(b), 100 Stat. 3411, 3438; Nov. 10, 1986, Pub.L. 99-639, § 3(a), (c), 100 Stat. 3542; Sept. 28, 1988, Pub.L. 100-449, Title III, § 307(b), 102 Stat. 1877; Nov. 6, 1986, Pub.L. 99-603, § 301(b); Oct. 24, 1988, Pub.L. 100-525, § 2(l)(1), 102 Stat. 2612; Nov. 29, 1990, Pub.L. 101-649, Title II, §§ 202(a), 205(a), (b), (c)(2), 206(b), 207(b), 104 Stat. 5014, 5019, 5020, 5023, 5025; Dec. 12, 1991, Pub.L. 102-232, Title II, §§ 202(a), 203(b), 204, 205(d), (e), 206(a), (c)(2), 207(a), (c)(1), Title III, § 303(a)(10), (11), (12), 105 Stat. 1737, 1738, 1740, 1741, 1748; Dec. 8, 1993, Pub.L. 103-182, Title III, § 341(b), (c), 107 Stat. 2116, 2117; Sept. 13, 1994, Pub.L. 103-322, Title XIII, § 130003(b)(2) , 108 Stat. 2025; Oct. 25, 1994, Pub.L. 103-416, Title II, § 220(b), 108 Stat. 4319; Sept. 30, 1996, Pub.L. 104-208, Div. C, Title III, §

308(e)(1)(D), (2)(B), (f)(1)(G), (H), (3)(B), (g)(5)(A)(i), (g)(7)(A), Title VI, §§ 621, 622(c), 625(a)(1), 671(a)(3)(A), (e)(4)(A), 110 Stat. 3009-619, 3009-620, 3009-621, 3009-623, 3009-695, 3009-699, 3009-721, 3009-723; Oct. 27, 1997, Pub.L. 105-65, Title I, § 108, 111 Stat. 1350; Oct. 21, 1998, Pub.L. 105-277, Div. C, Title IV, §§ 411(a), 414(a), 112 Stat. 2681-642, 2681-651; Nov. 13, 1999, Pub.L. 106-104, § 2, 113 Stat. 1483; Oct. 17, 2000, Pub.L. 106-311, § 1, 114 Stat. 1247; Oct. 17, 2000, Pub.L. 106-313, Title I, §§ 102(a), 103, 105(a), 108, 114 Stat. 1251, 1252, 1253, 1255; Oct. 28, 2000, Pub.L. 106-386, Div. A, § 107(e)(2), Div. B, Title V, § 1513(c), 114 Stat. 1478, 1535; Oct. 30, 2000, Pub.L. 106-396, Title IV, § 401, 114 Stat. 1647; Dec. 21, 2000, Pub.L. 106-553, § 1(a)(2) [Title XI, §§ 1102(b), (d)(1), 1103(b), (c)(1)], 114 Stat. 2762, 2762A-142, 2762A-144, 2762A-145; Oct. 1, 2001, Pub.L. 107-45, § 1, 115 Stat. 258; Jan. 16, 2002, Pub.L. 107-124, 115 Stat. 2402; Jan. 16, 2002, Pub.L. 107-125, § 1, 2(a), 115 Stat. 2403; Nov. 2, 2002, Pub.L. 107-274, § 2(c), 116 Stat. 1923; Nov. 2, 2002, Pub.L. 107-273, Div. C, Title I, § 11018(a), 116 Stat. 1825; Sept. 3, 2003, Pub.L. 108-77, Title IV, §§ 402(a)(2), (d)(1), 403, 404, 117 Stat. 940, 946, 947; Sept. 3, 2003, Pub.L. 108-78, Title IV, § 402, 117 Stat. 970; Dec. 19, 2003, Pub.L. 108-193, §§ 4(b)(2), 8(a)(3), 117 Stat. 2878, 2886; Dec. 3, 2004, Pub.L. 108-441, § 1(b), (c), (d), 118 Stat. 2630; Dec. 8, 2004, Pub.L. 108-447, Div. J, Title IV, §§ 412(a), 413(a), 422(b), 425(a), 426(a), 118 Stat. 3351 to 3353, 3356, 3357; May 11, 2005, Pub.L. 109-13, Div. B, Title IV, §§ 402(a), 403(a), 404(a), 405, Title V, § 501(b), (c), 119 Stat. 318 to 322; Jan. 5, 2006, Pub.L. 109-162, Title VIII, §§ 821(a), (b), (c)(2), 832(a)(1), (2), 119 Stat. 3062, 3066, 3067; Oct. 17, 2006, Pub.L. 109-364, Div. A, Title X, § 1074(a), 120 Stat. 2403; Dec. 22, 2006, Pub.L. 109-463, § 2, 120 Stat. 3477; Oct. 8, 2008, Pub.L. 110-362, § 2, 122 Stat. 4013; Dec. 23, 2008, Pub.L. 110-457, Title II, § 201(b), (c), 122 Stat. 5053.)

[FN1] So in original. The word "before" probably should not appear.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that he is an employee in the Office of the Solicitor, U.S. Department of Labor, at Seattle, Washington, and is a person of such age and discretion as to be competent to serve papers.

That on July 23, 2019, he served the Administrator's Post-Trial Brief and this Certificate of Service by preparing a UPS mailing to the OALJ at the following address:

Hon. Judge Richard Clark
U.S. Department of Labor: OALJ
90 Seventh Ave., Suite 4-800
San Francisco, CA 94103

On July 23, 2019, he served the Administrator's Post-Trial Brief and this Certificate of Service by preparing a UPS mailing upon the following counsel for Respondents:

R. Wayne Pierce
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By: _____
Cedrick P. Richardson
Paralegal

U.S. Department of Labor

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(415) 625-2200
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Issue Date: 30 September 2020

CASE NO.: 2018-TNE-00019

In the Matter of:

ADMINISTRATOR, WAGE & HOUR DIVISION,
Prosecuting Party,

v.

BUTLER AMUSEMENTS, INC. AND
MICHAEL BRAJEVICH, an individual,
Respondents.

DECISION AND ORDER

This matter arises under the H-2B provisions of the Immigration and Nationality Act (INA), as amended, 8 U.S.C. §§ 1101(a)(15)(H)(ii)(b) *et seq*., 1184(c)(14), and 20 C.F.R. Part 655, subpart A (2008), and the applicable procedural regulations at 29 C.F.R. Part 503 (2015). Attorney Jeannie Gorman represented Administrator, Wage and Hour Division, U.S. Department of Labor ("Administrator"). Attorney P. Wayne Pierce represented Butler Amusements, Inc. ("Butler" or "Employer") and Michael Brajevich (collectively "Respondents").

On February 6, 2018, the Administrator, Wage and Hour Division of the U.S. Department of Labor, ("Administrator") issued a Determination Letter finding that Butler Amusements, Inc. and Michael Brajevich ("Respondents") substantially failed to comply with the proper job classification requirements of the H-2B program. The Administrator sought unpaid wages and assessed a civil monetary penalty (CMP). Respondents subsequently requested a hearing on the Administrator's determination. *See* 29 C.F.R. § 503.43.

A hearing was held May 8 and 9, 2019, in San Francisco, CA. Administrator's Exhibits A through Q were admitted into evidence, and Respondents' Exhibits 1 to 24, 26 to 71, and 73 to 106 were also admitted. Respondents' Exhibits 25 and 72 were withdrawn.[1] HT 12-13.[2] At the hearing, the Administrator and Respondents agreed the amount of back wages in RX 19 should read $26,955.40. At the hearing, the Administrator made an oral motion for reconsideration on the inclusion of Ms. Zepeda, which I denied. HT 5 at 22-24; HT 8 at 15-17.

[1] I cite to Administrator's Exhibits AX (letter) at (page) and Respondent's Exhibits RX (number) at (page). Additionally, I cite to Administrator's post-hearing brief as APB (page) at (line) and Respondents' post-hearing brief as RPB (page).
[2] I cite to the hearing transcript HT (page) at (line).

For the reasons discussed below, Employer is ordered to pay $26,786.00 in back wages and pay the amount of $10,000 in civil money penalties.

Background

An H-2B employee is defined as "having a residence in a foreign country which he has no intention of abandoning who is coming temporarily to the United States to perform other temporary service or labor if unemployed persons capable of performing such service or labor cannot be found in this country…." 8 U.S.C. § 1101(a)(15)(H)(ii)(b). The H-2B program permits employers to hire such nonimmigrant workers to perform temporary nonagricultural work within the United States on a one-time occurrence, seasonal, peak load, or intermittent basis, as defined by the Department of Homeland Security ("DHS"). 8 C.F.R. § 214.2(h)(6)(ii)(B).

DHS requires that employers petitioning for H-2B visas obtain a labor certification from the Department of Labor ("DOL") before applying for H-2B visas through DHS. 8 C.F.R. § 214.2(h)(6)(iii)(A). To obtain the labor certification, employers first obtain a prevailing wage determination for the job opportunity from DOL's Employment and Training Administration ("ETA") by submitting ETA Form 9141. 20 C.F.R. § 655.10 (2009).[3, 4] Employers must offer and pay the H-2B workers the highest of the prevailing wage or the applicable federal, state, or local minimum wage. 20 C.F.R. § 655.22(e). After obtaining the prevailing wage determination, the employer submits an Application for Temporary Employment Certification ("ETA Form 9142B") and recruitment report to the ETA. 20 C.F.R § 655.20. In ETA Form 9142B, the employer must certify under penalty of perjury that the information contained on the application is true and accurate, and the employer's signature constitutes its acknowledgment and acceptance of the obligations of the H-2B program. 20 C.F.R. § 655.65(f); AX C-9.

Section 214(c)(l4) of the INA gives DHS the authority to impose administrative remedies where the Secretary of DHS finds "a substantial failure to meet any of the conditions of the petition to admit…a nonimmigrant worker under [8 U.S.C. § 1101(a)(l5)(H)(ii)(b)] or…a willful misrepresentation of a material fact in such petition." 8 U.S.C. § 1184(c)(14)(A). The DHS is authorized to delegate this enforcement authority to the Secretary of Labor, 8 U.S.C. § 1184(c)(14)(B), and has delegated to the Secretary of Labor its authority "to enforce compliance with the conditions of a petition and Department of Labor approved temporary labor certification to admit or otherwise provide status to an H-2B worker." 8 C.F.R. 214.2(h)(6)(ix). This enforcement authority has been further delegated within DOL to the Administrator of the Wage and Hour Division. *See* Secretary's Order 01-2014, 79 FR 77527-01 (Dec. 19, 2014).

Factual Findings

Respondents, Butler Amusements, Inc. and former CEO, Michael Brajevich, operated a traveling amusement carnival that provided rides, games, and concessions to fairs in California,

[3] The 2008 H-2B regulations were promulgated on December 19, 2008, effective on January 18, 2009, and codified into the Code of Federal Regulations in 2009. *Labor Certification Process and Enforcement for Temporary Employment in Occupations Other Than Agriculture or Registered Nursing in the United States (H-2B Workers), and Other Technical Changes*, 73 Fed. Reg. No. 245, 78,020 (Dec. 19, 2008).

[4] References to 20 C.F.R. § 655 refer to the 2009 regulations unless otherwise specified.

Oregon, Washington, Idaho, Arizona, and Nevada. RX 20, AX C, APB 2 at 12-14. Butler Amusements is exempt from the Fair Labor Standards Act under § 13(a)(3). RX 13; RX 20-21; 29 U.S.C. § 213. Butler Amusements has participated in the H-2B program since 2000. HT 274 at 6. In October 2012, Butler Amusements initiated the process to request 246 workers to work as "Amusement and Recreation Attendants." RX 7. Respondents' agent, James Kendrick Judkins, filled out and submitted an ETA Form 9141 Application for a Prevailing Wage Determination (ETA Form 9141) and an ETA Form 9142B H-2B Application for Temporary Employment Certification (ETA Form 9142) on Respondents' behalf. RX 7 at 1. Mr. Brajevich and Mr. Judkins both promised that the information on the application was true and accurate. AX C-8 and C-9.

ETA Form 9141

ETA Form 9141 included instructions for describing the job opportunity. RX 4 at 3. To enable ETA to make a prevailing wage determination (PWD), Respondents were to "[d]escribe the job duties, in detail, to be performed by any worker filling the job opportunity. Specify field(s) and/or product(s)/industry(ies) involved, any equipment to be used, and pertinent work conditions. The duties provided must be specific enough to be classified under a relevant SOC pursuant to the O*Net publication." *Id.* The instructions also directed Employer to enter a Standard Occupational Code (SOC)/Occupational Net (ONET) code and job title for the occupation, which "most clearly describes the work to be performed." ETA stated Respondents' selection of an SOC might guide the determination; "however, the SOC issued with the determination may differ." RX 4 at 3. The instructions also directed Employer to indicate the number of employees the H2-B workers would supervise and whether the supervised workers would be subordinates or peers. *Id.*

The SOC code system had an occupation search engine called O*NET, which permitted employers to determine which SOC code applied to any given job duties. APB 8 at 16-20. O*NET provided extensive information about any occupation, including ratings of how important certain tasks were to the position. APB 8 at 21-23.

On ETA Form 9141, Respondents entered "Amusement and Recreation Attendants – Traveling Carnival" as the job title, 39-3091 as the Suggested SOC (ONET/OES) code, and Amusement and Recreation Attendants as the Suggested SOC (ONET/OES) occupation title. RX 5 at 1. Under job duties, Respondents represented the H-2B workers would, "[p]erform a variety of attending duties at amusement facility (traveling carnival). Set up, tear down, operate amusement rides, food concessions and/or games." *Id.* The attendants would work 40 hours per week from 1:00 pm to 10:00 pm and receive no overtime. *Id.* Respondents stated no experience, education, training, specific skills, or special licenses were required for the job, except for a drug and criminal background check. RX 5 at 2-3. Additionally, workers in the position would not supervise any other employees and would travel to multiple worksites. RX 5 at 2-3.

On October 18, 2012, Respondents posted a job advertisement online with Work Source that advertised 250 open positions for Carnival and Amusement and Recreation Attendants from February 1, 2013, to October 31, 2013. RX 1 at 1. The advertised job entailed performing "a variety of attending duties" at amusement facility, listed as, "[S]et up, tear down, operate amusement rides, food concessions and/or games." *Id.* Workers would work typically 40 hours per week, Wednesday through Sunday, from 1:00 pm to 10:00 pm, make a weekly wage ranging from $323.60 to 368.40 per week, and must travel with the carnival to Washington, California, Arizona, Nevada, Oregon, and Idaho. *Id.* Employer would pay the weekly wage for each week the worker was

employed, and make "available mobile housing valued at $125.00 per week" and "transportation from venue to venue and scheduled transportation to laundry, shopping valued at $25.00 per week." *Id.* The advertisement also indicated the Employer was exempt from the Fair Labor Standards Act (FLSA) and not subject to Federal hourly wage, overtime, or recordkeeping requirements. *Id.* Respondents posted an identical advertisement with the Yakima Herald on October 21 and 24, 2012. RX 2 and 3.

In November 2012, the Department of Labor ETA issued a PWD of $8.98 hourly, which was valid from November 2, 2012, to February 3, 2013, and based on SOC (O*NET/OES) code 39-3091 and Occupational Employment Statistics (OES) wage data. RX 5 at 4.

ETA Form 9142B

The instructions and information needed for ETA Form 9142B were similar to Form 9141 and its instructions. ETA Form 9142B instructions directed Respondents to enter the SOC/O*NET code for the occupation which most clearly described the work to be performed. RX 6 at 1. In Section F, Box 5, the instructions directed Respondents to "[d]escribe the job duties, in detail, to be performed by any worker filling the job opportunity and specify any equipment to be used and pertinent working conditions." *Id.* at 5. The instructions and form also directed Respondents to indicate the hours, daily work schedule, and whether the workers would supervise any other employees. *Id.*

On ETA Form 9142B, Respondents represented a temporary need for 246 full-time seasonal "Amusement and Recreation Attendants" beginning on February 1, 2013, and ending on October 31, 2013. AX C-1.[5] Under job duties, Respondents again described the position as "[p]erform variety of attending duties at amusement facility (traveling carnival). Set-up, tear-down, operate amusement rides, food concessions and/or games." AX C-3. Respondents stated H2-B workers would work 40 hours per week for a weekly wage ranging from $323.60 to $368.40. AX C-3, C-5. The position required "no special skills, licenses/certifications" and the H-2B workers would not supervise the work of other employees. AX C-3 to C-4. In Section G, Box 3, Respondents stated, "FLSA exemption 13(a)(3) applies to this employer in State and Local venues that respect the FLSA exemption 13(a)(3). Employer follows prevailing practices for Traveling Amusement Industry in regards to housing, transportation and weekly salary for workers." *Id.*

An Addendum to ETA Form 9142B contained additional information regarding the weekly wage, hourly work schedule, variable prevailing wage, housing and transportation credits, and worksites for the carnival. AX C-10 to C-29. In the Addendum, Respondents clarified that the "weekly wage [was] calculated based upon a standard 40-hour week using the methodology detailed in Section G.1." AX C-10. Additionally, Respondents stated "the work schedule varies widely" and Employer would pay a "variable prevailing wage ($323.60 to $368.40, Average $347.88)" in accordance with the ETA Form 9141 Determination "for each week the worker is employed." AX

[5] The exhibit also appears as RX 8 at 4. For ease of reference I cite only to AX C-1. Another version of ETA Form 9142B with attachments appears as RX 7. It is marked with the watermark "Not an Official DOL Labor Certification Document;" there is no table of contents explaining the significance of this document or a corresponding explanation, thus I did not consider it in my decision.

C-10, C-11. Respondents attached an addendum listing 71 worksites[6] and stated if there were changes to the work locations, they would obtain a prevailing wage determination. AX C-7, C-11.

Finally, Employer again stated it "makes available mobile housing valued at $125.00 per week" and transportation from venue to venue and scheduled transportation to laundry, shopping valued at $25.00 per week." AX C-12. At the time of certification DOL's H-2B Wage Methodology was "subject to litigation" and Employer stated "[i]f the wage to be paid is higher than the Variable Prevailing Wage Determination, the employer reserves the right to charge a fee for housing and transportation, but effective rate of pay will not be lower that the Variable Prevailing Wage Determination." AX C-12.

On ETA Form 9142 an employer must attest that it will abide by certain terms, assurances, and obligations as a condition for receiving a temporary labor certification. AX C-6. In Section I, Declaration of Employer and Attorney/Agent, Respondents checked "Yes" confirming they had read and agreed to all applicable terms, assurances, and obligations in Appendix B.1 of ETA Form 9142. *Id.* Mr. Judkins signed Appendix B.1 Section A, and Butler Amusements CEO, Michael Brajevich, signed Appendix B.1 Section B for Employer. AX C-8. By signing the Employer's Declaration, Mr. Brajevich certified the job opportunity was a full-time temporary position and that "[t]he dates of temporary need, reason(s) for temporary need, and number of worker positions being requested for certification has been truly and accurately stated on the application" (Attestation #13). AX C-9. Mr. Brajevich took full responsibility for the accuracy of any representations made by his agent or attorney and declared under penalty of perjury that he read and reviewed the application and that to the best of his knowledge it was true and accurate. *Id.*

On December 14, 2012, based on the attestations and documentation that Respondents provided, ETA certified Respondents' application seeking temporary labor certification under the H-2B program. RX 8 at 1.[7] In the Final Determination Certification Letter issued on December 14, 2012, the certifying officer (CO) directed Respondents to submit a Department of Homeland Security (DHS) Form I-129 and all required documentation. RX 8 at 1. The certification letter included an "Important Note" which stated—in part—regarding the "offered wage guarantee, this certification assumes that the employer will pay the certified weekly wage for 40 hours of work per week, as indicated in Section G of the employer's ETA Form 9142" for the entire approved certification period. *Id.* at 2.

The Final Determination cited the relevant regulations at 20 C.F.R. § 655.22 (e) and continued "[p]lease remember…the employer is required to pay the H-2B workers…recruited in connection with an H-2B application the certified offered wage during the entire period of the approved H-2B labor certification. AX B-2. Finally, the requirement to pay is independent of any applicable exemption from the provisions of Fair Labor Standards Act (FLSA). AX B-2.

On December 17, 2012, Respondents submitted DHS Form I-129 requesting H-2B visas for 246 unnamed workers to be employed, full-time as "Amusement and Recreation Attendants." AX D-3, D-4, D-8, D-12. By signing the I-129 Mr. Brajevich declared Employer would pay the variable

[6] The 71st worksite location is cutoff on the copy and illegible.
[7] The exhibit also appears as AX B-1. For ease of reference, I cite only to RX 8.

prevailing wage per 'ETA 9142…and the itemized itinerary." AX D-6; AX D-14. DHS approved the application on January 4, 2013. RX 11 at 1.

Wage and Hour Division Investigation

The Administrator subsequently opened an investigation for the period from February 1 to April 24, 2013. AX A-1. On April 23 and 24, 2013, Wage and Hour Division (WHD) and Wage and Hour Investigator (WHI) Carrie Aguilar visited Butler Amusements onsite in Santa Barbara, CA. AX F. Ms. Aguilar and her WHD team observed Employer's operations and interviewed employees. HT 63.

Determination Letter

On November 11, 2013, WHD found that nine H-2B workers were employed outside of the approved job title of Amusement and Recreation Attendants (ARA); the investigator determined that these workers had worked as drivers, maintenance workers, and supervisors. These positions have different SOC codes and a different prevailing wage. Based on the investigation, WHD sent Employer a Summary of Unpaid Wages which listed ten employees with varying amounts of unpaid wages for the period from February 2, 2013, to April 27, 2013, totaling $25,946.80. RX 14 at 1. On February 25, 2014, WHD recalculated the back wages for nine employees to be $24,987.60. RX 16 at 3. On February 6, 2018, WHD issued the Determination Letter finding that Respondents substantially failed to comply with Attestation #13—which requires the Employer to accurately state the dates of temporary need, reason for temporary need, and number of workers for temporary need. RX 19. WHD found Respondents owed $26,955.40[8] in back wages and $10,000 in CMPs. RX 19.

Respondents disputed the findings of the investigation on multiple grounds, including that that the identified workers only worked outside the approved job code for a few hours each week and that they worked "substantially less than 40 hours per week" during the investigation period. RX 15 at 1-2.

Butler Amusements' Employment Practices

Butler Amusements runs several units of workers contemporaneously at different fairgrounds and carnival sites. HT 270-71. The nine employees involved in this case were part of Butch's Unit. AX E-1. On April 23 and 24, 2013, WHD took written statements from 24 Butler employees and interviewed four applicants by phone. AX F. Additionally, WHD collected field notes from Bill Truax (manager), Gina Tuttle (payroll clerk), and Kurt Vomberg (general manager). *Id.*

Respondents' pay slips were not contemporaneously recorded time cards and did not include time spent driving. In the past, Employer gave workers timecards to record their hours, but in 2013 the employees did not record their own hours.[9] AX F-135;[10] AX F-096; AX F-114. Instead,

[8] The original amount cited in the February 6, 2018 Determination Letter was $24,987.20 in unpaid wages to nine H-2B workers, and $10,000 in CMPs. RX 19. This Court's May 2, 2019 Order amended the unpaid wages to $26,955.40.
[9] The employees reported they did not have timecards. *See* AX F.

carnival supervisors would record and report employees' hours to Gina Tuttle, Employer's payroll clerk. AX F-002; AX F-135; F-003;[11] F-021. Ms. Tuttle maintained a spreadsheet with hours for each employee and would report to supervisors if someone was approaching the cap (38-39 hours). *Id.* Each week, employees countersigned a pay slip that noted their hours and their weekly pay—which they received in cash and did not vary by location or hours worked. AX F-003; AX F-009; AX F-135; AX F-046; AX F-101. Ms. Tuttle then sent summaries of hours and the countersigned pay slips to headquarters. AX F-135.

The hours on Respondents' pay slips did not always reflect the hours H-2B employees worked because Employer did not report time spent driving. Employer paid the employees who drove the vans extra,[12] but did not record hours spent driving.[13,14,15] AX F-135. The undocumented driving time depended on the distance between fairs—but could be two to eight hours. AX F-049.[16]

Employees' weekly hours varied depending on the distance between the fairs and the hours of the various fairs; employees credibly reported working an average of slightly over 40 hours a week.[17, 18] The hours and days varied—some weeks employees would work two days and other weeks they would work every day.[19] AX F-027, AX F-108.

When the fair was open, employees started working one hour before the fair opened and stopped working when it closed, and when the fair was closed, hours were based on the time of the "work call."[20] AX F-135. Typically, employees worked a six-hour day over 12 hours.[21] For

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[10] AX F-135 is a statement from Gina Tuttle taken by Wage and Hour Investigator Carrie Aguilar on April 23, 2013.
[11] "They write the hours on the inspection sheet when we begin and end…Someone comes to check how many people are working on a ride and they write down the hours of work." AX F-003.
[12] "Last year I received $200…They give me the bonus for driving." AX F-054.
[13] "They do get paid extra for driving, but the drive time hours are not on the timecards I didn't know we had to do that, but we probably should." AX F-135 (Gina Tuttle's statement.)
[14] "I receive an envelope, and everyone signs for them and the hours worked are there but it does not include the time for driving, just the time for operating the rides." AX F-054.
[15] One employee did remark that the pay slips were accurate, "…the manager writes down the hours we work…up until now it has always been correct…." AX F-021. However, the majority of employees reported working more hours and one employee explicitly stated his hours were underreported, "They put the hours worked on the paper and we sign that it is correct. That I have seen, sometime she [sic] hours are less than what we have worked in reality." AX F-003.
[16] "I just drove two times, first: 1.5 hours and second: 8 hours." AX F-049.
[17] Employees reported working: 38-40 hours (AX F-003); 36-42 hours (AX F-8, AX F-101); 40-60 hours (AX F-0017); 60-70 hours (AX F-027); 40-42 hours (AX F-063); 40 to 45 hours (AX F-086); 40-50 hours (AX F-092); average of 40 hours, but sometimes as little as two hours (AX F-107); 40-42 hours per week (AX F-063); "Normally I am working 40 to 45 hours each week. The workers who are working with me work the same hours." (AX F-086).
[18] Although employees reported working a range of hours from 36-70 hours per week, the higher numbers likely included break times. *See* AX F. For example, an employee reported working up to 70 hours a week, but also explained that he worked from 10 am until 10 pm or 12 noon until 12 midnight with 2 hour breaks every two hours. Thus, a typical workday (without set-up, tear down, or driving) would be six hours. *See* AX F-027-028.
[19] One H-2B worker reported working 17 days straight in Sacramento, but this was in a prior year. AX F-108. Another reported working for 12 days with one day off during the period of investigation. AX F-114. The length of these workdays was not specified and likely varied. *See generally* AX F.
[20] Weekdays were sometimes shorter shifts because some fairs were open to the public for fewer hours on weekdays. *See generally* AX F.
[21] "On the days when the fair is open, I work 6-8 hours per day. I also work 6-8 hours the day before the first day of the fair to prepare everything." (AX F-045); "When the fair is open we usually work 5-10 hours." (AX F-053); "…maximum six hours in one shift…" (AX F-008); "I work six hours during my work shift each day." (AX F-101).

example, during a workday, employees usually worked one or two hours, took a break for one or two hours, returned to work for one or two hours, and so on until the carnival closed. AX F-007.

On the last day in a location, employees would typically disassemble rides immediately after the fair closed. AX F-117. Assembling and disassembling the rides took two to eight hours, depending on the ride and whether they were assembling or disassembling it.[22,23] For example, one ride took six hours to set up but only two hours to tear down. AX F-035. Whereas another took six hours to take down. AX F-053. Employees worked long hours on the last day of the fair because they would work a full shift and then disassemble the rides.[24] AX F-008. On Mondays, the fair would typically travel to the next location, and employees would be given the rest of the day off. AX F-086; AX F-092. On the days they assembled rides, employees would "start at 8 am …leave for lunch at 12:00 pm….return at 1 pm and …work until 5 pm." AX F-092.

Employer provided free housing in trailers, transportation from venue to venue, and local transportation to run errands. AX F-009; AX F-022; AX F-028; AX F-035; AX F-046. No employee reported deductions for housing, transportation between fair venues, or local transportation to run errands. *See* AX F. The only deductions were cash advances. AX F-135.

The occupancy of the trailers varied; some employees shared with four people, some had one roommate, and some had private rooms. AX F-002; AX F-022; AX F-054. Not all of the employees stayed in the provided trailers. For example, one H-2B employee had worked for Employer since 2007; she traveled with the fair in her personal vehicle and stayed in an RV she purchased. AX F-129. Saul Estadillo Herrera—one of the nine employees who the Administrator alleged was working outside of the job certification—slept in "a big space in the back" of his truck. AX F-041. Jose Ivan Ortega—another H-2B worker employed outside of the job classification—also lived and slept in his "semi;" Employer did not charge him for his living accommodations. AX F-079. Employees pooled their money together to make communal meals; this was optional. AX F-028.

There was no evidence that employees who did not stay in the Employer-provided lodging received higher wages for not using the trailers. *See* RX 26. Employer provided a payroll spreadsheet listing the location, date, employee name, social security number, and date of birth. It included columns named: gross, draws, uniforms, ID, bunk, and net. AX E. None of the employees had a deduction for "bunk." *Id.* Likewise, the employee who traveled with the carnival in an RV that she owns, and thus did not live in the employer-provided housing, did not have a

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[22] "The days of tearing down are long days. It can take four hours to tear down a ride." (AX F-016); "We take about six hours to disassemble the ride, it takes a lot less to disassemble." (AX F-068); "When we arrive to a new city and we are setting up the rides, I usually work 8 hours." (AX F-053); "It takes about 5 or 6 hours to tear down the 'Fireball.' Maybe an entire day to put up the 'Fireball' and sometimes I help on the other rides as well…[t]he time tearing down the ride I have no rest breaks." AX F-085.

[23] One employee stated he did receive breaks on the day of tearing down. However it is unclear whether he was referring to his shift during the fair or his shift and the "tearing down" time. "Maybe the day of tearing down and travel is lot hours—but still I have two hours of work and then two hours of rest and two more hours of work, etc." AX F-092.

[24] An employee estimated the last day of a fair they would typically work 12 hours. AX F-008. This was accurate in light of other employee statements estimating 6 hour shifts and 2-8 hours for disassembling rides.

credit under "bunk." AX E-3. Similarly, Mr. Estadillo and Mr. Ortega did not have a credit under "bunk." *Id.*

The workers who drove the rides from venue to venue had time cards and kept Department of Transportation log books. AX F-135. Some would stay with the fair, but others drove rides to other units operating on other fairgrounds. AX F-129; *see also* AX F-131.

Butler Employee Duties/Classifications

Every spring, the general manager, Mr. Vomberg, interviewed employees to determine their work history and how to place them. AX F-134.[25]

Supervisors

Butler employed Antonio Mendez and Omar Lopez as supervisors. A roll sheet listing which employee worked each ride, listed both Mr. Mendez and Mr. Lopez as supervisors. AX G-4. In 2013, Butler had employed Mr. Mendez for 12 years, and Mr. Mendez had been a supervisor for six years. AX F-137; AX F-075. Multiple employees stated they reported to their supervisor—Mr. Mendez. AX F-009; AX F-016; AX F-086. In that role, he walked around to make sure employees were doing their jobs, dealt with customer complaints, responded to ride operators when something was broken, and filled out the ride roster. AX F-075. Mr. Mendez was the general manager's "left hand," and a supervisor.[26] Antonio Mendez gave WHIs the tour, a roll which, in Ms. Aguilar's experience, supervisors typically assume. HT 61.

Butler also employed Omar Lopez as a supervisor. Mr. Lopez worked under Benny Hill—who was in charge of Kiddie Land. AX F-137. Like Mr. Mendez, Mr. Lopez filled out the ride roster. AX F-075. Mr. Lopez supervised 16 employees, and in their statements multiple employees confirmed Mr. Lopez was their supervisor and told them when to start each day. AX F-059; AX F-028; AX F-101; AX F-114.

Shop workers

Butler employed Jaime Hernandez and Felipe Villegas as shop workers. These employees exclusively worked in the "shop" (or "spare parts trailer") cleaning parts and supplies, welding, doing inspections, and repairing rides. AX G-3, AX F-137[27], AX F-123, AX F-134, and AX F-022. Ms. Aguilar visited the shop—an enclosed area, with parts and grease, like a repair shop—where Mr. Hernandez and Mr. Villegas indicated they worked all day. HT 60 at 18-22. Previously Mr. Villegas operated rides, but for the last two years he had exclusively worked in the shop. AX F-123. He worked when the fair was open—on average 38 to 40 hours for $395 a week. *Id.*[28] He did not have a timecard, but Mr. Mendez recorded his hours. *Id.* To receive his pay, he signed the pay slip which

[25] WHI Miljoner's notes from a meeting with Bill Truax and Antonio Mendez on April 23, 2013.
[26] "My left hand I guess would be Antonio Mendez. He's been coming here for 12 years. He's in charge of the spectaculars; he's the supervisor." AX F-137
[27] Carrie Aguilar's notes from a meeting with Kurt Vomberg's on April 23, 2013.
[28] Mr. Villegas' first day working in 2013 was February 2, 2013. RX 26 at 20. The following week he worked 38 hours, but was only paid $320 dollars. RX 26 at 56. For the rest of the time in question, he was paid $395 weekly. RX 26.

the office kept. *Id.* Mr. Villegas had a company shirt, but stated "for me it is not necessary to have a company shirt."[29] *Id.* Based on Jamie's [Jaime] work history, the general manager placed him as a machinist. AX F-134.

Drivers

Butler employed Saul Estadillo,[30] Sergio Guzman, Jose Ivan Ortega,[31] Gustavo Gamero, and Fernando Preza as truck drivers. The CDL [Commercial Driver's License] drivers only drove tractor trailers; they did not operate rides. AX F-137. Ms. Aguilar observed the semi-trucks arriving and other WHIs interviewed the drivers and confirmed the trucks were "semi-trucks." HT 60 at 22-25.

Multiple records refer to these H-2B employees as drivers. For example, two handwritten notes in Butler's payroll records list: Jose Ivan [Ortega], Sergio Guzman, and Fernando Preza as drivers who were all paid $500 for the week ending April 7, 2013, in Yuma.[32] RX 26 at 771 and 792. A payroll spreadsheet for "Butch's Unit" lists Jose Ivan, Fernando Preza, and Sergio Guzman as drivers. RX 26 at 793. While Saul Estadillo and Gustavo Gamero are not listed as drivers, the pay slips regularly showed that they did not work on weekends—which were the longest and busiest days for ride operators, and also typically days the drivers would not transport rides. *See* RX 26. When the fair stopped for longer periods, the drivers would do maintenance. AX F-130.

Saul Estadillo worked for Employer as a driver for three years and drove the trailers[33] with rides, but not the vans. AX F-041. Due to Department of Transportation regulations, he did not drive more than 10 hours per shift and kept a transportation logbook of his hours, which ranged from 20-60 hours per week. *Id.* His pay was the same regardless of his hours, and he did not wear a uniform. *Id.* When he was not driving, he inspected the trailer truck and was on standby for whatever the manager needed. *Id.*

Jose Ivan Ortega drove semi-trucks to transport the rides; he did not drive the vans to transport people. AX F-078. He drove a maximum of 10 hours per shift, and his hours varied—sometimes he worked up to 60 hours a week, and sometimes he only worked two days. AX F-078. He kept his hours driving in a logbook, which he submitted to Butler. *Id.* Employer provided the truck and paid for "diesel, tires, etc." *Id.* He lived and slept in his semi and the company did not charge him for his living accommodations." AX F-079.

Unreliability of Employer's Payroll Records

Employer argued the Administrator ignored evidence that the nine employees worked fewer than 40 hours per week during the period under investigation, and that the Administrator should

[29] Mr. Villegas did not need to wear the company uniform, which strongly suggests that he had few or no interactions with the public as a Recreation Attendant. Rather his duties were exclusively related to working in the repair shop as a mechanic.
[30] His name is sometimes spelled Estudillo.
[31] He is sometimes referred to as Jose Ivan.
[32] The note did not include the year 2013, but is reasonable to assume it was 2013 because Butch's unit was in Yuma during that time period in 2013.
[33] Mr. Estadillo referred to the vehicles he drove as trailers. It is not clear whether these are distinct from the "semi-trucks" to which Mr. Ortega referred.

have calculated back wages based on actual hours worked. The Administrator found Employer's payroll records did not represent the hours H-2B workers actually worked, and concluded the dollar amounts on the pay slips were likely accurate, but the documented hours were unreliable.

Employer submitted 1,132 pages of payroll records and photocopied pay slips. RX 26. Accompanying these records Respondents submitted their own summary of the hours that each of the nine employees worked.[34] RX 45 and 46.

The errors in Respondents' payroll records (as well as errors in the summary exhibit, RX 45) make both documents unreliable. The submitted pay slips omitted amounts paid, contained duplicate pay slips for the same person for the same period, and were inexplicably missing records for some employees. For example, for the week of February 24 to March 3, Respondents recorded that Fernando Preza worked 37 hours, but no pay was documented. RX 26 at 313. Additionally, records are missing for several of the nine employees. For example, Mr. Gamero, Mr. Guzman, Mr. Preza, Mr. Ortega, and Mr. Estadillo had no pay slip with hours for April 1 to April 7.

There were also duplicate pay slips that could not be reconciled.[35] For example, for March 25 to March 31, there were duplicate pay slips for Mr. Estadillo.[36] The first pay slip indicated Mr. Estadillo worked 17.5 hours and the second indicated he worked 38.5 hours. RX 26 at 798 and 816. The pay slips show different hours and breaks for the same days. *Id.* Both records show that on Wednesday, March 27, he worked from 9 am to 5 pm. *Id.* On the first timesheet, during that period he worked for 6 hours and took 2 breaks. RX 26 at 798. On the second timesheet during that same time period he worked 5.5 hours and took 2.5 breaks. RX 26 816. These records cannot be reconciled; one is accurate and the other is not, but we have no means of determining which is accurate. Additionally, it is unclear which—if any—of the hours on other days are duplicative.

During the same period, March 25 to March 31, there are duplicate pay slips for Mr. Gamero. The first pay slip indicated Mr. Gamero worked 17.5 hours and the second indicated he worked 17 hours. RX 26 at 811 and 820. While the discrepancy is small, again there is an irreconcilable error. Both records show that on Tuesday, March 26, he worked from 9 am to 5 pm. *Id.* On the first timesheet, during that period he worked for 6.5 hours and took 1.5 breaks. RX 26 at 811. On the second timesheet during that same time period he worked 6 hours and took 2 breaks. RX 26 820. Again, there is no way of determining which pay slip is accurate.

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[34] RX 45 cites page numbers above 1132 (for example: 001216, 001217, 001218) unfortunately, these pages were not included in any exhibit. RX 26 ends at 001132 and RX 1 begins at 001236. Additionally, the last 21 pages of RX 26 are spreadsheets with cut-off names and locations. Because the pages are cut-off it is unclear how the names fit with locations and dates.

[35] For the week of March 11 to March 18, there were duplicate pay slips for Mr. Villegas, but both pay slips indicated the same number of hours and it was likely an inadvertent duplicate photocopy. RX 26 at 480, 490.

[36] Respondents' summary of the hours lists them under the wrong week (March 18-24). RX 45. Respondents' counsel argued the Administrator could have gone through the pay slip records and used this reference guide with citations to look up the actual hours worked. Unfortunately, this error—as well as references to records that were not included in the RX 26—appears to occur for all nine employees. Given the shortcomings of the reference exhibit (RX 45) combined with the actual errors in the pay slips and missing records (RX 26), the Administrator reasonably decided to calculate back wages using a 40-hour week the Employer attested to in ETA 9142B. AX C.

Finally there are conflicting records for Mr. Lopez from April 1 to 7. RX 26 at 836 and 849. A payroll spreadsheet summarizing employee hours shows that Mr. Lopez worked 38 hours for the week ending April 7, 2013. RX 26 at 849. Yet his pay slip for that same period shows that he worked 35.5 hours. RX 26 at 836. Again, there is no way of determining which record is accurate.

In the summary exhibit, RX 45, Respondents referred to pages that were not included in the exhibit, attributed hours to the wrong pay periods, and made questionable conclusions regarding employee duties. For example, RX 45 attributes 19 hours and 17.5 hours to Mr. Preza for the week of March 18 to March 24, but Mr. Preza actually worked 17.5 hours the week of March 25 to March 31. Additionally, without any supporting evidence, the summary stated during March 18 to 24, Mr. Preza and Mr. Ortega did not work as drivers. RX 45 at 1. The payroll summary that Respondents reference is actually for April 1 to 7, and it does not reference Mr. Preza or Mr. Ortega at all. RX 26 at 847. The omission of these workers on one payroll spreadsheet among a disorganized selection of payroll records is not sufficient to show they were not working as drivers that week. Additionally, Respondents state Mr. Gamero and Mr. Estadillo did not work as drivers the week of April 8 to 14 because on the payroll sheet it does not say "driver" next to their names. RX 45 at 2; RX 26 at 1036. I find the mere absence of a "driver" annotation insufficient to prove Mr. Gamero and Mr. Estadillo were not working as drivers that week.

Finally, although it is outside of the period of investigation, a payroll summary for late April says "see log" for the hours for drivers. RX 26 at 1091. Employees who drove the trucks could not drive more than 10 hours per shift and kept driver logs. AX F-135. These logs might have shown an accurate accounting of the time spent driving, but Respondents did not produce them.

Administrator did not credit the hours documented on Respondents' pay slips because it suspected the hours were inaccurate. Based on my review of the employee interviews and the pay slips, I find this decision reasonable. Administrator reasonably reconstructed hours worked based on the attestation in ETA Form 9142B rather than relying on incomplete and questionably accurate pay slips.

Weekly Wages Paid the Nine Employees

According to the payroll records for Butch's Unit, Respondents paid the nine H-2B workers as follows for the week ending on April 14, 2013, in Maricopa (AX E):

H-2B Employee Name	**"Gross"**
Saul Estudillo (Estadillo)	$500
Jaime Hernandez	$475
Gustavo Gamero	$500
Sergio Guzman	$500
Omar Lopez	$525 (minus $40 in "draws")
Antonio Mendez	$745 (minus $100 in "draws")
Jose Ortega (Jose Ivan Ortega)	$500
Fernando Preza	$500
Felipe Villegas	$395

All nine employees except Mr. Jose Ivan Ortega arrived by February 2, 2013. RX 24. Mr. Ortega arrived February 11, 2013. *Id.* at 3. All nine employees received a consistent weekly wage during the period of investigation, with the exception of Mr. Felipe Villegas and Mr. Hernandez. *See generally* RX 26. A pay slip for the pay period from February 4, 2013, to February 10, 2013, shows that Mr. Villegas worked every day for a total of 38 hours, but only received $320 dollars for the week, and a paystub for Mr. Hernandez during the same time period shows he worked 38.5 hours, but only received $320. RX 26 at 53, 56. In subsequent weeks, Mr. Villegas and Mr. Hernandez were consistently paid a weekly wage of $395 per week. *See generally* RX 26. To calculate the back wages, the Administrator credited Respondents as having paid $395 and $475 for 11 weeks for both workers; however, Respondents owe Mr. Villegas and Mr. Hernandez an additional $75 and $155, respectively, for the pay period from February 4, 2013, to February 10, 2013.[37] AX I-3.

Location of the Employees

Based on the pay slips it is reasonable to conclude that during the period of investigation all nine employees traveled from Riverside County, to Maricopa County, to Yuma County, to Santa Barbara County. RX 26 and 27.

WHD Determination

On February 6, 2018, the Administrator issued the Determination Letter finding that Respondents substantially failed to comply with the requirement to provide proper job classification information on the Form 9142 and DHS Form I-129. RX 19. Specifically, the Administrator found that Respondents "placed workers in occupation(s) other than listed on the I-129 Petition or the 9142 Application." *Id.* The Administrator based the finding on the substantive provisions of the 2008 H-2B regulations and the procedural provisions of the 2015 H-2B regulations, and determined that Respondents violated Attestation #13 and 20 C.F.R. § 655.22(n) (2009) as well as the Form I-129's part 5, question 1. *Id.* The Administrator asserted that $24,987.60 in back wages were due, and assessed $10,000 in civil money penalties. *Id.* On February 28, 2018, Respondents contested finding and remedies of the Determination Letter and requested administrative review. AX K

Regulatory Framework

On March 4, 2015, the United States District Court for the Northern District of Florida vacated the DOL's 2008 H-2B regulations and enjoined the DOL from enforcing these regulations. *Perez v. Perez*, No. 3:14-cv-00682, slip op. at 7-8 (N.D. Fla. Mar. 4, 2015). On April 29, 2015, DOL and DHS jointly issued an Interim Final Rule ("the 2015 H-2B regulations"). *Temporary Non-Agricultural Employment of H-2B Aliens in the United States*, 80 Fed. Reg. 24,042 (Apr. 29, 2015). The effective date of the district court's injunction was April 30, 2015. On August 28, 2015, the plaintiff in *Perez* filed an unopposed motion to clarify that the *Perez* injunction "was not intended to deprive DOL of its authority to enforce compliance with the substantive work terms contained in labor certifications issued pursuant to the 2008 Regulation prior to the entry of the Court's permanent injunction." The plaintiff argued that "[a]n injunction invalidating the work terms of previously issued labor certifications would be tantamount to giving employers *carte blanche* to mistreat U.S. and foreign workers and to ignore the sworn promises they made in order to obtain the right to import

[37] $395 - $320 = $75 (Mr. Villegas) and $475 - $320 = $155 (Mr. Hernandez).

foreign workers … ." The court granted the plaintiff's motion and clarified that "the permanent injunction was not intended to, and does not, apply retroactively." ("*Perez* Clarifying Order").

In other words, the *Perez* injunction does not apply retroactively to preclude enforcement actions of labor certifications that were issued pursuant to the 2008 H-2B regulations prior to the injunction's effective date of April 30, 2015. *See also Adm'r v. Drew's Lawn & Snow Serv., Inc.,* No. 2017-TNE-00001, slip op. at 3 (ALJ Apr. 10, 2018) ("DOL may enforce the [2008 H-2B regulations] for labor certifications issued before the injunction took effect…."). Here, Respondents' labor certification was issued before April 29, 2015, and therefore the *Perez* injunction does not preclude enforcement of the 2008 H-2B regulations. *See Order Denying Summary Decision*, November 14, 2018.

The 2015 H-2B regulations provide that with respect to determinations to enforce provisions of the job order or provisions under 8 U.S.C. § 1184(c), the procedures and rules contained in 29 C.F.R. § 503, Subpart C "will apply regardless of the date of violation." 29 C.F.R. § 503.40(b).

Legal Standard

This matter is governed by the Rules of Practice and Procedure for Administrative Hearings Before the Office of Administrative Law Judges, found at 29 C.F.R. Part 18. 29 C.F.R. § 503.44(a). The standard of review for this matter is de novo as stated in this Court's May 2, 2019 Order Following Prehearing Conference.

I. ISSUES IN DISPUTE

The matter presents the following disputed issues:

1. **Does the doctrine of laches preclude liability if the Administrator unjustifiably delayed filing the determination letter to the prejudice of Respondents?**

Respondents' argument that the equitable doctrine of laches precludes liability fails. Respondents contend the enforcement action should be dismissed because the Administrator's delayed prosecution substantially prejudiced Respondents. RPB 24. Respondents allege the Administrator allowed the case to languish for well over five years without explanation before filing a determination letter. *Id.* 24-25. Respondents claim they no longer employ anyone from the management team for the implicated Butch's Unit, and thus could not refute the Administrator's case. *Id.* at 25. Although Ms. Aguilar interviewed one of the managers, Respondent's claim without a witness statement, the manager's statements are "filtered through Ms. Aguilar's bias." *Id.* Additionally, Respondent's argue that six of the nine nonimmigrant employees no longer work for Employer. *Id.* Finally, Respondents' claim they lost many of their files during a move, and the 2008 H-2B regulations only require them to retain files for three years. *Id.*

Administrator—citing *United States v. Ruby Co.*, 588 F.2d 697, 705, n.10 (9th Cir. 1978)—argued that traditionally the doctrine of laches is not available against the government, but even if it were, Respondents must meet the standard for estoppel and make a showing of affirmative

misconduct. *See* Administrator's Opposition to Respondents' Amended Motion for Summary Judgment, July 25, 2018; *see also Ruby*, 588 F.2d at 705, n.10.[38]

Discussion

Laches is an equitable defense that may apply when a plaintiff "unreasonably delays in filing a suit and as a result harms the defendant." *Nat'l R.R. Passenger Corp. v. Morgan*, 536 U.S. 101, 122 (2002). The doctrine "requires proof of (1) lack of diligence by the party against whom the defense is asserted, and (2) prejudice to the party asserting the defense." *Costello v. United States*, 365 U.S. 265, 282 (1961). Further, "laches is not a doctrine concerned solely with timing. Rather, it is primarily concerned with prejudice." *In re Beaty*, 306 F.3d 914, 924 (9th Cir. 2002).

The traditional rule is that the doctrine of laches is not available against the government in a suit to enforce a public right or protect a public interest. *United States v. Ruby Co.*, 588 F.2d 697, 705, n.10 (9th Cir. 1978); *but cf. Occidental Life Ins. Co. of California v. E.E.O.C.,* 432 U.S. 355, 383 (1977), (noting in dicta, "discretionary power to locate a just result in light of the circumstances peculiar to the case can also be exercised when the EEOC is the plaintiff.") Courts have applied the doctrine of laches against the government in three limited circumstances: (1) "only the most egregious instances;" (2) when there is no statute of limitations to confine suits; and (3) to distinguish cases in which the government is suing on behalf of private parties for private rights. *See Cayuga Indian Nation of N.Y. v. Pataki*, 413 F.3d 266, 279 (2d Cir. 2005).

In dicta, the Ninth Circuit stated if the doctrine were to apply against the government, like the "analogous estoppel situation," the party asserting the defense must show "affirmative misconduct." *Id.* Affirmative misconduct in the context of estoppel "must be more than negligence" and "mere unexplained delays." *Jaa v. U.S. I.N.S.*, 779 F.2d 569, 572 (9th Cir. 1986).

Here, on March 22, 2013, Wage and Hour Inspector—Ms. Carrie Aguilar—notified Respondents she would inspect their operations to determine compliance with the H-2B program. AX A-1. WHD investigated Respondents' on-site operations in Santa Barbara, California on April 23 and 24, 2013. AX F. On November 22, 2013, Ms. Aguilar made a recommendation assessing back wages and CMP to remedy Respondents noncompliance with the H-2B program. RX 14 at 1; HT 75-77. Between February 2014 and early 2018 there was no communication between WHD and Respondents. *See* HT 94. On February 6, 2018, WHD issued a final determination letter alleging Respondents' noncompliance with the H-2B program and assessing back wages and CMP. RX 19.

Here, none of the circumstances to apply laches to the government exist, and Respondents did not show affirmative misconduct. First, a delay of approximately four to five years was not egregious. *Cf. Cayuga Indian Nation of N.Y.*, 413 F.3d at 279 (holding that a suit based on events that occurred 200 years ago was egregious). In its 2008 H-2B regulations, the Department of Labor initially contemplated a document retention period of five years before adopting a three-year policy to avoid unnecessarily burdening small businesses; finding an "unnecessary burden" falls far short of egregious.[39] Second, the government issued the final determination within the applicable catch-all statute of limitations—while adhering to a statute of limitations is not dispositive, the applicability of

[38] Administrator did not address the issue in its post hearing brief. *See* Administrator's Post Hearing Brief, July 23, 2019.
[39] 73 Fed. Reg. 245, 78,023.

a statute of limitations removes the justification for imposing the doctrine against the government. 28 U.S.C. § 2462; *See Cayuga Indian Nation of N.Y.*, 413 F.3d at 279. Third, the Administrator acted to protect the public interest and certify compliance with the H-2B program—which aims to ensure that employing foreign workers will not adversely affect the wages and working conditions of similarly employed U.S. workers. *See Cayuga Indian Nation of N.Y.* at 279; *see also* 8 U.S.C. 1101(a)(15)(H)(ii)(b); 8 U.S.C. 1184(c)(1). Although Respondents would owe back wages to individual employees, the U.S. intervenes in the public interest to enforce compliance.

Finally, Respondents did not show affirmative misconduct, which must be more than mere negligence or unexplained delay. *See Jaa*, 779 F.2d at 572. As stated at the hearing, WHD did not communicate with Respondents for four years and delayed issuing the Final Determination because the H-2B program was in an unsettled state. HT 166-167. The H-2B program enforcement was interrupted by various court cases outside of WHD's control. HT 167 at 9-11. The Administrator did not engage in misconduct, but rather an understandable delay due to pending litigation.

Furthermore, even if the standard rule for the doctrine of laches defense applied, Respondents still would not prevail because they failed to show unreasonable delay due to lack of diligence and prejudice. *See Costello*, 365 U.S. at 282. As stated above, the Administrator delayed because of pending litigation outside of its control. Respondents argue they were prejudiced because (1) they no longer employ anyone from the 2013 management team and six of the nine employees are no longer with Butler; (2) the manager's statements are "filtered through Ms. Aguilar's bias" because they could not take witness statements; and (3) they claim they lost many of their files during a move. RPB at 24.

Regarding Respondents' first and second objections, the witness statements that WHI took are primarily dictated, neutral notes describing Employer's operations. Based on the recorded language there was very little editorializing. For example, Kurt Vomberg's witness statement is written in the first person and states, "my right hand is Bill Truax…my left hand I guess would be Antonio Mendez. He's been coming back for 12 years." Mr. Vomburg's voice and straightforward answers to WHI's questions come through. AX F-137. There is no evidence of argumentation or editorializing in the witness statements. Additionally, WHD asked the H-2B employees to give written statements, which were later translated. AX F. Thus, the statements were not filtered through WHI's "biases." Generally, the Administrator was similarly prejudiced by its inability to follow up with employees to clarify their responses. Regarding Respondents' third objection, they made a vague assertion that they lost documents in a move but did not state which documents were lost. Furthermore, the Administrator gave Respondents no reason to believe that they had dropped the case. After corresponding with WHD and receiving notice of potential back wages and CMPs due, Respondents had a responsibility to maintain their own records for their defense at least until the statute of limitations passed. *See* 28 U.S.C. § 2462.

Finally, Respondents cite to *Logan v. Zimmerman Brush Co.*, 455 U.S 422 (1982) for support. RPB 24. In *Logan*, the appellant was fired and filed a timely state employment discrimination complaint. *Logan*, 455 U.S. 426. After the responsible state agency failed to convene a fact-finding conference within the statutorily-mandated time-frame, the Illinois Supreme Court held that the state agency could not convene a conference because it failed to do so within the allotted time, thus denying appellant an opportunity to be heard. *See Logan*, 455 U.S. 426. The Supreme Court reversed stating "the Due Process Clause grants the aggrieved party the opportunity to present his case and have its merits fairly judged." *Id.* at 433. The Court held the 14th Amendment required the state to

grant appellant a hearing "appropriate to the nature of the case" at a meaningful time and in a meaningful manner. *Id.* at 437. Here, unlike *Logan* where the appellant was denied a hearing, Respondents have been heard. Furthermore, the hearing is still within a "meaningful time" because nothing has occurred that would render the outcome of the hearing irrelevant. *Logan* provides no additional support for Respondents' argument that the doctrine of laches precludes liability.

Respondents did not show that the doctrine of laches should apply to the government in this case. Furthermore, Respondents failed to show the Administrator engaged in an unreasonable delay, or that they have been prejudiced the delay. Thus, I rule the doctrine of laches does not preclude liability here.

2. Did Respondents violate 20 C.F.R. § 655.22(n) (2009) when they compensated nine nonimmigrant workers as recreation and amusement attendants who were not performing recreation and amusement attendant job duties during the 2013 season?

For the reasons stated in this Court's November 14, 2018 Order Denying Summary Decision, the Department of Labor's 2008 H-2B regulations apply substantively, and the 2015 H-2B regulations apply procedurally. Respondents submitted the operative labor certification application under the 2008 H-2B regulations, and the enforcement of Respondents' obligations under those regulations is not foreclosed by the promulgation of new regulations or the *Perez v. Perez,* No. 3:14-cv-00682, slip op. at 7-8 (N.D. Fla. Mar. 4, 2015) injunction. The 2015 H-2B regulations provide that with respect to determinations to enforce provisions of the job order or provisions under 8 U.S.C. § 1184(c), the procedures and rules contained in 29 C.F.R. § 503, Subpart C "will apply regardless of the date of violation." 29 C.F.R. § 503.40(b). Thus, the 2008 H-2B regulations apply substantively, and the 2015 rules apply to procedural issues.

Did Respondents substantially fail to comply with the 2008 Rules?[40]

In 2008, the DOL proposed and instituted an attestation-based filing system for the H-2B program to reduce application "processing times while maintaining program integrity."[41] RX 76 at 17. The "information and attestations on the application form" were to provide the Department with "the necessary assurances … to initially verify program compliance." *Id.* The Department would further confirm compliance with audits. *See* 20 C.F.R. § 655.24.

An audit can identify three types of violations: (1) a willful misrepresentation of a material fact on a petition, (2) a substantial failure to meet any conditions of the labor certification or DHS Form I-129, or (3) a misrepresentation of a material fact to the State Department on a visa application. *See* 20 C.F.R. § 655.60. Here, the Administrator alleged that Butler substantially failed to meet conditions of the labor certification application. *See* APB 14 at 15-20. For this type of

[40] In the prehearing conference call, Respondents presented for hearing the questions: *Did Respondents willfully misrepresent its application or substantially fail to comply with the 2008 Rules?* And *"Did Respondents willfully misclassify certain H-2B workers in knowing and substantial violation of the 2008 rules?"* Because the Administrator did not allege a willful misrepresentation of a material fact on Respondents' petition under 20 C.F.R. § 655.60(a), I do not address the misrepresentation issues.
[41] *Lab. Certification Process and Enf't for Temp. Em't in Occupations Other Than Agric. or Registered Nursing in the US (H-2B Workers); Final Rule*, 73 Fed. Reg. 245, 78,035. (December 19, 2008) (Codified at 20 C.F.R. §§ 655 and 656.)

violation, the Administrator determines whether the employer has "substantially failed to meet any of the conditions of the labor certification application attested to as listed in § 655.22, or any of the conditions of the DHS I-129, Petition for a Nonimmigrant Worker for an H-2B worker in 8 CFR 214.2(h). 20 C.F.R. § 655.60(b).

Substantial failure in the context of the 2008 H-2B regulations means a knowing failure or reckless disregard whether conduct was contrary to Section 214(c) of the INA, or this subpart [20 C.F.R. 655 Subpart A], which results in a significant deviation from the terms and conditions of the labor condition application or the DHS I-129. *See* 20 C.F.R. § 655.65(d)-(e); *see also* 8 U.S.C. § 1184(c)(14)(A)). A substantial failure violation occurs after the workers are in the U.S. RX 40 at 18.

The INA defines substantial failure as "the willful failure to comply" [with this section which] constitutes a significant deviation from the terms and conditions of a petition."[42] 8 U.S.C. § 1184(c)(14)(D). The 2008 H-2B regulations define "willful failure" as a "knowing failure or a reckless disregard with respect to whether the conduct was contrary to sec. 214(c) of the INA, or this subpart. See *McLaughlin v. Richland Shoe Co.*, 486 U.S. 128 (1988); see also *Trans World Airlines v. Thurston*, 469 U.S. 111 (1985)."[43] *See* 20 C.F.R. § 655.65(e).

Section 655.65(e) references *McLaughlin v. Richland Shoe Co.*, 486 U.S. 128 (1988) and *Trans World Airlines v. Thurston*, 469 U.S. 111 (1985) for guidance on "willful failure." Under this standard, "willful" refers to conduct that is "voluntary," "deliberate," or "intentional," and "not merely negligent." *McLaughlin v. Richland Shoe Co.*, 486 U.S. at 133. A violation is willful if the employer "either knew or showed reckless disregard for the matter of whether its conduct was prohibited." *Id.* An act is not "willful" if the employer simply knew potential violations were "in the picture." *Trans World Airlines, Inc. v. Thurston*, 469 U.S. at 127.

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[42] Section 214(c)(l4) of the INA states that if DHS finds "a substantial failure to meet any of the conditions of the petition to admit . . . a nonimmigrant worker under [8 U.S.C. § 1101(a)(l5)(H)(ii)(b)] or . . . a willful misrepresentation of a material fact in such petition," it may impose such administrative remedies, including civil monetary penalties, as it determines to be appropriate. 8 U.S.C. § 1184(c)(14)(A). The statute continues: "In this paragraph, the term 'substantial failure' means the willful failure to comply with the requirements of this section that constitutes a significant deviation from the terms and conditions of a petition." 8 U.S.C. § 1184(c)(14)(D). In addition, "the highest penalties shall be reserved for willful failure to meet any of the conditions of the petition that involve harm to United States workers." 8 U.S.C. § 1184(c)(14)(C).

[43] Although the definition of "substantial failure" is unclear from merely examining the regulations, it is logical to assume that Section 655.65(d)-(e) defines "substantial failure" in Section 655.60(b). Section 655.65, "Remedies for Violations," define "substantial violation" and "willful" as follows:

> (d) Substantial failure in paragraph (b) of this section shall mean a willful failure that constitutes a significant deviation from the terms and conditions of the labor condition application or the DHS Form I–129, Petition for a Nonimmigrant Worker for an H–2B worker or successor form.
> (e) For purposes of this subpart, "willful failure" means a knowing failure or a reckless disregard with respect to whether the conduct was contrary to sec. 214(c) of the INA, or this subpart. See *McLaughlin v. Richland Shoe Co.*, 486 U.S. 128 (1988); see also *Trans World Airlines v. Thurston*, 469 U.S. 111 (1985).

20 C.F.R. § 655.65 (2009). Section 655.65(d), states that "substantial failure in paragraph (b) of *this section* shall mean . . ." but paragraph (b) of "this section" does not mention "substantial failure." *See* 20 C.F.R. § 655.65(b) (2009) (discussing the remedies for termination by layoff). However, because no other definition is provided, it is logical to assume Section 655.65(d)-(e) defines "substantial failure" for Section 655.60(b), which is within the same subpart.

In *Thurston*, the record showed that the airline acted reasonably and in good faith. *Trans World Airlines v. Thurston*, 469 U.S. at 113. Airline officials met with lawyers, determined that their existing policy violated the Age Discrimination in Employment Act (ADEA), and proposed and adopted a new policy. *Id.* at 129. The Court held that the airline did not show willful or reckless disregard for whether its conduct violated the ADEA. *Id.*

Here, I find the Administrator established that Butler Amusements substantially failed to comply with the 2008 H-2B regulations by employing nine H-2B workers as amusement and recreation attendants (ARA) who did not perform recreation and amusement attendant job duties. These employees were instead employed as drivers, shop workers, and supervisors of amusement and recreation attendants. AX F.

Respondents Showed Reckless Disregard for Whether They Were in Compliance with the INA

Employer acted with reckless disregard for whether it was in compliance with the INA and its implementing regulations by ignoring the regulations and instructions accompanying the temporary employment certification application and employing nine H-2B workers outside of its job certification. At the hearing, Mr. Brajevich admitted he had never read or referenced the 2008 H-2B rules. HT 347.

As stated above, Employer has participated in the H-2B program since 2000. HT 274 at 6. On December 17, 2012, Employer submitted an Application for Temporary Employment for 246 nonimmigrant employees to work as "Recreation and Amusement Attendants. AX C-1. Employer stated it had a temporary need for employees from February 1, 2013, to October 31, 2013 to "perform a variety of attending duties at amusement facility (traveling carnival). Set up, tear down operate amusement rides, food concessions and/or games." AX C-3. During a WHD investigation in the spring of 2013, WHD found Respondents substantially failed to meet conditions of the labor certification application by employing five H-2B workers as drivers, two H-2B workers as shop workers, and two H-2B workers as supervisors.

The Administrator argued "[t]he H-2B program does not permit an employer to advertise and solicit for one job but actually employ nonimmigrant workers to perform a different job." APB 15 at 11-13. Respondents countered that given the lack of guidance, the Administrator failed to show that Respondents willfully or recklessly disregarded its obligations under the H-2B program. RPB 14.

Respondents Ignored Regulatory Guidance

Respondents' arguments that they did the best they could in the absence of a clear directive and guidance are unconvincing. Respondents' counsel argued that the 2008 H-2B regulations "say nothing about what an Employer must do to stay within their job code." HT 124. Counsel inquired whether there is a "regulatory requirement for how many job tasks…need to be identified" and how Employer could comply when there was not an established rule dictating what it should do. HT 127-129. The regulations and instructions accompanying the certification application provided ample notice and guidance for Employer to comply with the INA and the terms of its certification.

An agency must provide notice of its interpretation of what is prohibited before it may impose penalties. *Gen. Elec. Co. v. U.S. EPA*, 53 F.3d 1324, 1328–29 (D.C. Cir. 1995). But "[i]f, by

reviewing the regulations and other public statements issued by the agency, a regulated party acting in good faith would be able to identify, with 'ascertainable certainty,' the standards with which the agency expects parties to conform," the agency has provided notice. *Gen. Elec. Co.*, 53 F.3d at 1329.

Here, several sections of the 2008 H-2B regulations would have given Employer notice of its obligations. Most importantly, the 2008 H-2B regulations dictated that the employer must truly and accurately state, "the dates of temporary need, reason for temporary need, and number of positions being requested for labor certification…on the application." 20 C.F.R. § 655.22(n). Employer thus should have known that it was supposed to employ the number of ARA workers it had truly and accurately requested.

The content and purpose of the advertising requirements also should have given Respondents notice of the level of specificity required for the job description. Before receiving a temporary labor certification for H-2B workers, an employer must ensure that there are not enough interested and able US workers to fill the positions. *See* 20 C.F.R. § 655.17. Employers must advertise the job with enough specificity "to apprise applicants … where [they] will likely have to reside to perform the services or labor" and describe the "opportunity (including the job duties) … with sufficient detail to apprise applicants of services or labor to be performed …" as well as, "[t]he job opportunity's minimum education and experience requirements…." 20 C.F.R. § 655.17. Furthermore, the job description in the advertisement and the temporary employment certification application had to be similar because employers cannot place "less favorable" job requirements on U.S. workers. 20 C.F.R. § 655.17.

Employer stated workers would "perform a variety of attending duties at amusement facility (traveling carnival). Set up, tear down operate amusement rides, food concessions and/or games." AX C-3. Employer should have known it was to describe the job duties with enough specificity to apprise workers of the labor to be performed, but despite its representations on the temporary employment certification, it placed workers in positions where they were supervising other employees, exclusively driving semi-trucks, or working in a repair shop—all duties which were not listed on ETA Form 9141, 9142B, or the I-129.

Sections 655.20 and 655.34(b) also should have put Employer on notice that its strategy of concentrating duties to promote efficiency violated the 2008 H2-B regulations. *See* HT 353. Section 655.20 (d) allows "certification of more than one position on the application as long as all H–2B workers will perform the *same services or labor* on the *same terms and conditions,* in the *same occupation*…." (italics added). Section 655.34(b) states "[a] temporary labor certification is only valid for the …specific services or labor to be performed…." 20 C.F.R. § 655.34(b).

Had Mr. Brajevich read the regulations, these requirements would have put Employer on notice that all workers within a certification should perform the same labor, under the same conditions, and in the same occupations and that the certification was only valid for the services or labor specified in the application. Employer's strategy to "just put [workers] wherever we can get them to be efficient," was expedient, but clearly violated this explicit requirement. HT 353. Employer took advantage of this provision by submitting a temporary employment certification for 246 workers, and then showed reckless disregard for complying with the statute and regulations when it did not review the implementing regulations and employed some of its certified H-2B workers exclusively in occupations outside of the certification.

Respondents ignored instructions on the temporary employment certification application

Even though Mr. Brajevich did not read the 2008 H-2B rules, the instructions accompanying ETA Form 9141, 9142B, and the I-129 also informed Respondents of their obligations. Respondents argued the regulations do not specify how a FLSA-exempt employer is to complete ETA Form 9142 of the I-129. RPB at 19. They contend the Administrator has abandoned the practice of issuing opinion letters and prohibited investigators from giving advice in writing. RPB 14. But Respondents seemingly ignored the instructions they did receive with their temporary employment certification.

For example, to enable ETA to make a prevailing wage determination (PWD), Respondents were to "[d]escribe the job duties, in detail, to be performed by any worker filling the job opportunity." RX-4. The instructions stated, "specify field(s) and/or product(s)/industry(ies) involved, any equipment to be used, and pertinent work conditions." *Id.* The duties provided must be specific enough to be classified under a relevant SOC pursuant to the O*Net publication." *Id.* The instructions also directed Employer to indicate the number of employees the H-2B workers would supervise and whether the supervised workers would be subordinates or peers. *Id.* The ETA Form 9142B has similar instructions. RX 6 at 1.

Despite this guidance, Respondents did not include in the description any mention of needing a commercial driver's license, driving a semi-truck to transport rides, working in a repair shop, or supervising other employees. Despite this guidance, Respondents employed H-2B workers in positions dramatically different from the job description used to generate a prevailing wage determination, the position advertised to U.S. workers, and certified for H-2B workers.

Respondents should have submitted separate applications for the various jobs they sought to fill. Instead, Employer exerted minimal effort to comply with the INA and the 2008 H-2B regulations, which demonstrated more than mere negligence, but a reckless disregard for whether its actions violated the statute and regulations. If Respondents had reviewed the regulations and other documents in good faith, they could have ascertained what actions to take to comply. *See Gen. Elec. Co.*, 53 F.3d at 1329.

Did Respondents reasonably or in good faith rely upon professional counsel? Did Respondents reasonably or in good faith believe that they had committed no violation?

Respondents argue that because they relied on an agent with expertise in the H-2B program, they could not have willfully violated the regulations. *See* RPB 8. Respondents cite *McLaughlin* and *Trans World* to support their contention that "employers are entitled to rely upon legal advice and professional agents to properly handle H-2B applications." RPB 8.

This argument is a nonstarter. In the Notice of Proposed Rulemaking, the Department confirmed "[i]n the H-2B program, the agent simply represents the employer in the labor certification process. The employer is ultimately responsible for its obligations under the program…." RX 76 at 17; 73 Fed. Reg. 245, 78035 (December 19, 2008). By signing the Employer's Declaration on ETA Form 9142B, Mr. Brajevich certified the job opportunity was a full-time temporary position and that "[t]he dates of temporary need, reason(s) for temporary need, and number of worker positions being requested for certification has been truly and accurately stated on the application" (Attestation #13). AX C-9. Mr. Brajevich took full responsibility for the accuracy

of any representations made by his agent or attorney and declared under penalty of perjury that he read and reviewed the application and that to the best of his knowledge it was true and accurate. *Id.*

Additionally, Mr. Brajevich testified that Mr. Judkins acted on Butler's authority. HT 276. The RESTATEMENT (THIRD) OF AGENCY, § 2.01 (2006) states "[a]n agent acts with actual authority when at the time of taking action that has legal consequences for the principal, the agent reasonably, in accordance with the principal's manifestations to the agent, that the principal wishes the agent so to act." Thus, Mr. Judkins acted with actual authority and Butler Amusements is bound to the legal consequences of his actions. APB 27.

Unlike the airline in *Thurston*, Respondents did not act reasonably and in good faith. *See Trans World Airlines v. Thurston*, 469 U.S. at 113. Despite adequate notice of their obligations, Butler Amusement made convenient decisions and exerted minimal effort to comply. In *Thurston*, the airline did not just consult counsel, they engaged with the process, and changed their plan of action based on counsel's advice. *Id.* at 129. Consulting counsel is not sufficient to show that one acted in good faith nor is pleading ignorance.

Respondents also argue "an employer may legitimately rely upon the [WHD] agency's affirmative advice or interpretations, as well as failure to issue citations in similar circumstances. RPB 8. Respondents, however, did not cite any advice, interpretations, or a pattern a failure to issue citations to support its argument. I conclude that Respondents did not reasonably rely on counsel and believe they had not committed a violation.

Respondents' reckless disregard resulted in a significant deviation from the terms and conditions of their petition

Respondents' reckless disregard for the regulations and their lack of a good faith effort resulted in a substantial failure to meet conditions of the labor certification. Furthermore, their failure to place workers in ARA positions was a significant deviation from the conditions of the labor certification. On ETA Form 9141 and 9142B, Respondents entered "Amusement and Recreation Attendants – Traveling Carnival" as the job title, 39-3091 as the Suggested SOC (O*NET/OES) code, and Amusement and Recreation Attendants (ARA) as the Suggested SOC (O*NET/OES) occupation title. RX 5 at 1. Under job duties, Respondents represented the H-2B workers would, "[p]erform a variety of attending duties at amusement facility (traveling carnival). Set up, tear down, operate amusement rides, food concessions and/or games." *Id.* Respondents stated no experience, education, training, specific skills, or special licenses were required for the job. RX 5 at 2-3. Additionally, workers in the position would not supervise any other employees and would travel to multiple worksites. RX 5 at 2-3. Employer advertised 250 open Amusement and Recreation Attendants positions, and ETA certified a temporary employment certification for 246 ARA. AX C-1.

As stated above O*NET provided extensive information about any occupation, including ratings of how important certain tasks are to the position. APB 8 at 21-23. For ARA positions the core tasks are: selling tickets; collecting fees; selling refreshments; recording details of attendance, sales, receipts, reservations, or repairs; providing information about facilities; directing patrons, monitoring safety; cleaning rides; staying informed of safety measures. RX 51 at 1.

Respondents insisted that employing workers exclusively in supplemental activities was not a significant deviation from the job certification. HT 134. The O*NET description lists: inspecting

equipment to detect wear and tear and making minor repairs as a supplemental activity. RX 51 at 2. Similarly, an ARA might spend some time maintaining inventories of equipment and assembling and disassembling equipment. *Id.* According to Respondents, because cargo trucks are listed in O*NET as a tool of ARA workers, employing workers to drive semi-trucks was not a significant deviation. RX 51 at 2. Respondents claimed their strategy of concentrating approved duties in a small number of H-2B workers made them more efficient and was acceptable under the H-2B regulations. HT 303-304, 318-319. This argument is unconvincing because none of the nine employees performed the core duties associated with an ARA position, and they rarely performed the supplemental duties. *See* AX F.

The five drivers spent their time almost exclusively transporting rides on semi-trucks. They self-identified as drivers and were listed as drivers.[44] Additionally they slept in their trucks, had commercial drivers' licenses, and kept logbooks to comply with US Department of Transportation regulations. AX F-41, 54, 78, 135. The two shop workers labored solely in the maintenance shop cleaning parts and supplies, welding, doing inspections, and repairing rides. AX G-3, AX F-137, AX F-123, AX F-134, and AX F-022. Mr. Villegas did not need his company shirt because he spent so little time working with the public. *See* AX F-123. Finally the supervisors described themselves as supervisors, and other employees, as well as Butler Amusements' management, corroborated this. AX F-137. The supervisors walked around to make sure employees were doing their jobs, dealt with customer complaints, responded to ride operators when something was broken, and filled out the ride roster. AX F-075. The nine employees did not perform core ARA duties and only minimally performed supplemental ARA duties. RX 51 at 2.

At the hearing, Respondents' counsel asserted that the 2008 H-2B Regulations did not require an Employer to employ H-2B workers only in the job code that was requested. HT 115 at 21-25. This argument seems disingenuous; to allow employers to select a job code, receive a prevailing wage determination, advertise the job to US workers, hire H-2B workers after certifying that no US workers wanted the position, and then employ H-2B workers to perform a different job entirely, undermines the purpose of the INA to protect U.S. workers.

Respondents also argued that new language in the 2012 and 2015 regulations prohibiting placing workers outside of the certified job classification demonstrated that the 2008 regulations did not prohibit the practice. Specifically, counsel questioned Ms. Aguilar, "did you know that 2012 and 2015 [H-2B regulations] actually inserted the language that the Employer may not place someone in a job opportunity not listed on the 9142 application." HT 119 at 14-18. He continued, "[i]f I took the time to show you the preamble language associated with that change, did you know that it was proposed because it didn't exist in the 2008 regulations?" The preambles for the 2012 and 2015 H-2B regulations actually say, the modification "clarif[ies] that an H–2B worker is only permitted to work in the job and in the location that OFLC approves unless the employer obtains a new labor certification. Clarifying language indicates that the requirement existed, but was not explicit. Thus, contrary to Respondents' claim, the requirement is not new. Additionally, language added to clarify the requirement does not excuse Respondents' noncompliance due to ignorance. As shown above, there was ample language in the regulations and guidance to put Respondents on notice of their obligations.

[44] RX 26 at 792, 1036 (Guzman, Ortega, and Preza); RX 26 at 793 (Guzman and Ortega and Preza); RX 26 at 823 (Preza and Ortega).

Respondents failed to advertise the nine positions to US workers and adequately compensate the nine employees. Drivers, shop workers, and supervisors all have different SOC codes and corresponding prevailing wage rates, which are higher than the PWR for ARA. *See* AX J. Because Employer placed these nine employees outside of ARA positions, but paid them as if they were ARA employees, Employer significantly deviated from its certification and owes back wages. RPB 12. Their reckless disregard resulted in a significant deviation from the terms and conditions of their petition. 8 U.S.C. § 1184(c)(14)(D). Thus, Respondents violated 20 C.F.R. § 655.22(n) (2009).

Does the Administrator have an enforceable regulation advising Fair Labor Standards Act-exempt employers how to complete Form ETA 9142 or I-129?

Neither party cited an enforceable regulation specific to FLSA-exempt employers. However, the 2008 H-2B rules apply to all employers whether or not the employer is FLSA-exempt. Furthermore, Employer's FLSA-exempt status does not come into play here. Employer put H-2B workers in jobs outside of the job description on its temporary employment certification. *Compare* AX B *with* AX E and F. Due to its inconsistent and inaccurate timekeeping, WHD had to reconstruct wages based on the 40-hour week Employer described in its ETA Form 9142B and I-129. AX B and D. Employer is exempt from the FLSA under Section 13(a)(3) and thus is not required to maintain timekeeping records. In this case, a lack of reliable time-keeping records disadvantaged Employer. As Ms. Aguilar stated, if Respondents wanted to show the actual hours that employees worked, they needed to keep better records. HT 169. The lack of instructions or guidance for FLSA-exempt employees did not influence Respondents decision to place workers outside of its job certification.

3. To remedy the violations, should Respondents pay $26,955.40 in back wages as calculated by the Administrator?

Respondents owe back wages to the nine employees; however, the Administrator should have used the information in RX 26 and 27 to infer the actual pay and location of the employees. The recalculated back wages are included below.

If the Administrator finds that an employer has not paid wages at the wage level required by § 655.22(e), the Administrator may require the employer to pay back wages. 20 C.F.R. § 655.65(i). Back wages further the purposes of the H-2B program because it reduces the employer's incentive to bypass US workers to hire H-2B workers who are more easily exploited. 73 Fed. Reg. 78,020, 78,047 (Dec. 19, 2008). The Administrative Review Board acknowledges the necessity and authority of the WHD to reconstruct hours worked and payments to determine back wages when the employer's records are unreliable. *Administrator v. Peter's Fine Greek Food, Inc.*, 2014 WL 4966168, *4 (ARB September 17, 2014.)

WHD reconstructed the back wages based on a 40 hours week (temporary employment certification), the itinerary in the temporary employment certification, and SOC job codes for drivers, first-line supervisors, and maintenance and repair workers. AX J; AX I. Respondents argued that the nonimmigrant workers employed as drivers were only drivers for a few hours each week and that the two supervisors and the two machine shop mechanics did not work 40 hours per week in these roles. RX 15 at 2. Additionally, Respondents stated they gave WHD the location information; WHD just had to do the work to reconstruct each employees' location. HT 187.

The Administrator did not rely on Respondents' pay slips because it found the weekly wages on Employer's pay slips credible, but not the hours worked. HT 110; HT 40. Ms. Aguilar opined typed timecards are less reliable than handwritten timecards because the employee does not contemporaneously document when he or she starts and stops working. HT 40. Furthermore, the hours listed on the pay slips did not align with employee accounts. HT 71. For the reasons stated above, I find the pay slip hours were unreliable and could not have been used to reconstruct employee back wages.

Regarding the location of the workers, however, I find that the data in RX 26 is reasonably reliable. To calculate back wages, Ms. Aguilar gave Respondents credit for the weekly salaries documented on various spreadsheets and pay slips. HT 49-51. Butch's Unit traveled from Riverside County, to Maricopa County, and then to Santa Barbara County. RX 27. Three employees—Mr. Ortega, Mr. Preza, and Mr. Villegas—likely traveled to Yuma County and then returned to Maricopa County, while the others remained in Maricopa County. *See* RX 26. Although Ms. Aguilar could have inferred the actual location for most of the nine H-2B workers during the period of investigation, she used the locations listed in the carnival itinerary included in the temporary employment certification. AX C-13; HT 65; HT 99; RX 27. During the hearing, Ms. Aguilar acknowledged the PWR could have been based on just the four counties where Butch's Unit traveled. HT 100. Using SOCs that described the work H-2B workers were actually performing, she used FLC data to determine the rate of pay in each locality. HT 63-64. Ms. Aguilar then averaged the "mean wage (H-2B) values for each of the localities on the itinerary to determine a PWR. HT 69. Based on the hours per week the Employer listed on the temporary employment certification, she then multiplied that wage by 40 hours of work. HT 68. Ms. Aguilar's method for calculating the back wages is sound with the exception of using the projected itinerary to determine the average of the mean H-2B wages. She found Respondents owed the following:

Name	Occupation	Amount Due
Gustavo Gamero	Driver	$3,229.60
Sergio Guzman	Driver	$3,229.60
Jaime Hernandez	Shop Worker	$3,297.80
Saul Estadillo Herrera	Driver	$3,229.60
Omar Lopez	Supervisor	$3,051.40
Antonio Mendez	Supervisor	$574.00
Jose Ivan Ortega	Driver	$2,936.00
Fernando Preza	Driver	$3,229.60
Felipe Villegas Quijano	Shop Worker	$4,177.80
Total Back Wages		$26,955.40

Based on my recalculation of back wages using the mean H-2B wage for each worker as it could be best determined from the locations available in RX 26, I find Employer owes $26,786.00 in back wages. To calculate the back wages, I relied on data from RX 26, AX H, and AX J. I inferred the location and the weekly rate paid from pay slips in RX 26. I based the hourly wage rate on the

FLC wage data in AX J, specifically the mean (H-2B) rate, for the respective location and occupation of the H-2B worker. Table 1 summarizes the back wages Employer owes each employee, and Tables 2 through 10, attached as an Appendix to this Decision, show the calculations for each employee.

Table 1: Summary of Back Wages Owed

Saul Estadillo Herrera	Driver	$3,621.60
Gustavo Gamero	Driver	$3,621.60
Jose Ivan Ortega	Driver	$3,108.00
Fernando Preza	Driver	$3,446.00
Sergio Guzman	Driver	$3,446.00
Omar Lopez	Supervisor	$2,728.60
Antonio Mendez	Supervisor	$308.60
Felipe Villegas Quijano	Shop Worker	$3652.80
Jaime Hernandez	Shop Worker	$2,852.80
	TOTAL:	**$26,786.00**

Does the Administrator have an enforceable regulation that precludes the Respondents from meeting its prevailing wage obligations through non-cash value or facilities? Did the Administrator improperly calculate back wages by failing to include full-value credit for non-cash value or facilities provided to the employees, such as bunkhouses, local convenience travel, in and out of country travel, income taxes, a prepayment plan, variations in the prevailing wage from one location to another, bonuses, reimbursement of employee expenses, and food?

In the 2008 H-2B regulations, "[t]he Department [continued] to permit employers, consistent with the Fair Labor Standards Act (FLSA), to make deductions from a worker's pay for the reasonable cost of furnishing housing and transportation, as well as worker expenses such as passport and visa fees…." RX 76 at 21. Regarding deductions, the 2008 H-2B regulations stated, "[t]he employer must make all deductions from the worker's paychecks that are required by law. The job offer must specify all deductions not required by law that the employer will make from the worker's paycheck. All deductions must be reasonable." 20 C.F.R. § 655.22(g)(1). This regulation applies regardless of FLSA exemptions. *See id.*

Respondents claim they are entitled to credits for providing housing ($1290 to $1555 per employee), local transportation ($581.46 per employee), relocation expenses ($200 per employee), employee taxes ($356 to $1198 per employee), and reimbursement for a prepayment plan because employees did not reach 40 hours a week during the period of investigation. RPB 21; RX 47. Respondents claimed the average value of the mobile housing provided was $134.39 per week and the incidental travel offset was $52.25 per week. RX 31 at 6; RX 35 and 36. Respondents only seek credits for the nine employees to whom they owe back wages. RX 47 at 1; APB 25 at 12-13; HT 331-32.

Respondents cite no authority in support of these credits. Instead they submitted a joint statement signed by employees in 2019 who worked for Employer in 2013. RX 39 at 1. The letter stated the employees received "valuable benefits" such as housing, transportation, food, relocation, visa processing fees, "and so on." *Id.* The letter continues, "I knew that the value of these benefits

meant I receiving more than the prevailing wage and that Butler Amusements would be entitled to receive a credit for paying those expenses because they were paying more than they had agreed to pay." *Id.* I give this statement no weight as I have no context for the circumstances in which it was signed. Notably, there are inconsistencies between this letter, employee statements in 2013, and Respondents' claims for credits. For example, Respondents do not mention taxes or the prepayment plan in the letter, but claim a credit for them for 2013 in RX 47 (Respondents Recalculation of Back Wages with Credits Applied). Additionally, all employee statements in 2013 stated that housing was free and they independently pooled their money for food. *See generally* AX F. Finally "and so on" does not pass muster as a specific valuable benefit to deduct. *See* 20 C.F.R. § 655.22(g)(1)

Respondents are not entitled to any credits. In Respondents' job offer it stated, Employer would make "available mobile housing valued at $125.00 per week" and "transportation from venue to venue and scheduled transportation to laundry, shopping valued at $25.00 per week." RX-1. This language is ambiguous; it is not clear whether employer is deducting this benefit from the worker's pay or providing a free perk. In 2013, all of the employees who lived in the trailers stated that housing was free. AX F. Respondents' temporary employment certification application stated "Employer follows prevailing practices for Traveling Amusement Industry in regards to housing, transportation and weekly salary for workers." AX-C. This statement is also vague; it does not clearly specify all, or any, of the deductions the employer will make. *See* 20 C.F.R. § 655.22(g)(1). Finally, Employer inserted language in an addendum to its ETA Form 9142B "reserving the right to charge a fee for housing and transportation," but this attempt to reserve a deduction just in case fails to comply with § 655.22(g)(1). AX C-12.

Finally, WHD documented that at least two of the drivers did not live in the trailers. AX F. A deduction of $1290 to $1555 per employee for sleeping in a semi-truck cab is unreasonable. *See* 20 C.F.R. § 655.22(g)(1).

4. Should Respondents be ordered to pay $10,000 in civil money penalties for violating 20 C.F.R. § 655.22(n) (2009)?[45]

The implementing regulations contemplate three different bases to assess CMPs. The first concerns an employer's willful failure to pay an employee's wages or willful requirement that an employee pay fees or prohibited expenses, where the Administrator may assess CMPs that are equal to the difference between the amount that should have been paid and the amount actually paid to the worker(s), up to $10,000. 20 C.F.R. § 655.65(a). The second contemplates that the Administrator may make an assessment of up to $10,000 in CMPs for an employer's termination or layoff of an H-2B worker within the designated work period. 20 C.F.R. § 655.65(b). The third dictates that the Administrator may assess CMPs of up to $10,000 for an employer's substantial failure to meet a condition of the Temporary Employment Certification or the DHS Form I-129, a willful misrepresentation in the application, or a failure to cooperate with a Department of Labor ("DOL") investigation. 20 C.F.R. § 655.65(c).

The Administrator's CMP determination shall set forth the reasons for its findings. 20 C.F.R. § 655.70(c)(1). To determine an appropriate CMP, the Administrator "shall consider the type

[45] The Administrator is not seeking debarment.

of violation committed and other relevant factors." 20 C.F.R. § 655.65(g). "[T]he highest penalties shall be reserved for willful failures to meet any of the conditions of the petition that involve harm to United States workers." 8 U.S.C. § 1184(c)(14)(C); 20 C.F.R. § 655.65(g). Under the INA, a "willful failure" means a knowing failure or a reckless disregard with respect to whether the conduct was contrary to Section 214(c) of the INA. 20 C.F.R. § 655.65(e); *see McLaughlin v. Richland Shoe Co.*, 486 U.S. 128, 133 (1988).

In addition to considering the willfulness of the violation, the Administrator may also consider other discretionary factors to determine the CMP, which include but are not limited to the following:

> (1) Previous history of violation, or violations, by the employer under the INA and this subpart, and 8 CFR 214.2;
>
> (2) The number of U.S. or H-2B workers employed by the employer and affected by the violation or violations;
>
> (3) The gravity of the violation or violations;
>
> (4) Efforts made by the employer in good faith to comply with the INA and regulatory provisions of this subpart and at 8 CFR 214.2(h);
>
> (5) The employer's explanation of the violation or violations;
>
> (6) The employer's commitment to future compliance; and
>
> (7) The extent to which the employer achieved a financial gain due to the violation, or the potential financial loss to the employer's workers.

20 C.F.R. § 655.65(g). After the Administrator assesses CMPs, a party may seek an administrative law judge's ("ALJ's") review of the assessment of CMPs. 20 C.F.R. § 655.71(a). The ALJ "may affirm, deny, reverse, or modify, in whole or in part, the determination of the Administrator," with the "reason or reasons for such order" to be stated in the decision. 20 C.F.R. § 655.75(b). This includes independently weighing the mandatory or discretionary factors used to assess CMPs. *Admin. v. Prism Enters. of Cent. Fl.*, ALJ No. 2001-LCA-00008, slip op. at 13 (ALJ June 22, 2001), *aff'd*, ARB Case No. 01-080 (ARB Nov. 25, 2003).

Here, the Administrator assessed a $10,000 CMP for the substantial failure to pay employees for the work they actually performed. RX 19 at 5. Where an employer willfully fails to pay wages, the Administrator may assess CMPs equal to the difference between the amount that should have been paid and the amount of wages actually paid up to $10,000. 20 C.F.R. § 655.65(a). As Administrator found that back wages in excess of $26,000 were owed, per the regulations, it had authority to levy a CMP of up to $10,000.

Based on the mitigating factors, I find that Administrator's assessment of a $10,000 CMP was reasonable. First, although Butler Amusement does not have a history of violations, in its brief, the Administrator convincingly cited other ways in which Employer likely failed to comply with its certification, including incorrect entry and departure dates as well as nearly 400 individuals returning

to Mexico at the end of the season, even though only 187 workers entered. RPB 6 at fn. 3; RPB 15 at fn. 10. Although the Administrator did not charge Employer with these violations, they were documented in Respondents' records and evince a broader lack of adherence to H-2B rules. *See* RX 24 at 1-4; *see also* RX 33 and 34. Thus, the first factor weighs against Respondents.

Although the violation affected just nine employees, the second factor does not mitigate the assessed CMP because the Administrator convincingly argued that the violations were likely not limited to the nine employees in this case. APB 7 at fn. 4. WHD only audited one Butler Amusement crew and the Administrator reasoned that the same practices were used throughout Respondents' operation. *See id.* The Administrator highlighted an additional H-2B employee who Respondents employed as a driver. *Id.* It is likely Butler Amusements committed more similar violations in 2013; however, because these additional violations were not investigated or charged this factor does not weigh for or against Respondents.

Respondents' violation undermined objectives of the INA, thus the third factor favors assessing a large CMP. The Administrator charged Respondents with a substantial failure to comply with their obligations, not a deliberate misclassification. While the Administrator did not allege that Respondents had a history of lying or deliberately misleading the government and is not seeking debarment, the violation is serious. Respondents hired a large number of H-2B workers and through their substantial failure, H-2B workers lost wages and U.S. workers were denied an opportunity to apply to positions as supervisors, shop workers, or drivers. Thus, although the violation was not a willful misclassification, the violation was serious and undermined the objectives of the INA.

The fourth and fifth factors weigh against Respondents. Although they hired a consultant, Respondents put minimal effort into compliance as described above. The fifth factor also weighs against Respondents. Respondents maintain they are not in violation (HT 366 9-16). They seem to believe they should be able to "agree to comply with a scheme, receive the benefit of that scheme, fail to comply with it, and then blame someone else for their noncompliance." RPB 27. The H-2B system relies on employers promising to follow the rules. *Id.* Respondents argued they did not have to employ workers within their job certification and that regulations and guidance do not apply to them because they are FLSA-exempt. Butler Amusements' explanation of its violation is wanting, and its delegation of work to a consultant is insufficient to show a good faith effort.

The sixth factor does not weigh for or against Respondents. Respondents refused to state they would comply in the future because they were unwilling to admit they were out of compliance. HT 364-365. Additionally, based on Mr. Brajevich's testimony, it seemed likely that they not have changed their business practices in response to the Administrator's finding that they committed a violation. *See* HT 363-365. Respondents indicated they would "know how to go forward" based on my ruling, and they would follow the regulations "as spelled out." HT 363 at 8-10. Despite Respondents' ability to find ambiguity where little or none exists, I find it is likely they will comply.

Finally, the last factor weighs against Respondents because they gained financially by using ARA classifications that have lower prevailing wages than the other classifications. Contrary to Respondents' claim, the nine H-2B workers were not "handsomely overpaid." RPB 24. Instead, by placing H-2B workers outside of their job classification, Respondents were able to maintain their operations while paying H-2B workers less than their job duties warranted.

On balance, the discretionary factors favor imposing a high CMP. Only two factors neither weigh for or against Respondents. Because Respondents owe more than $26,000 in back wages, the Administrator had the authority to impose a CMP up to $10,000. *See* 20 C.F.R. § 655.65(a). Therefore, given the back wages owed and my assessment of the discretionary factors, the assessed $10,000 CMP is appropriate in this instance.

5. Was Respondent Michael Brajevich properly charged in his individual capacity and therefore liable for any violations in his individual capacity?

"A basic tenet of American corporate law is that the corporation and its shareholders are distinct entities." *Dole Food Co. v. Patrickson*, 538 U.S. 468, 474 (2003). The corporate veil shields individual shareholders from liability for the corporation's debt; to hold a shareholder personally liable for corporate debt, a court must pierce the corporate veil. *See Laborers Clean-Up Contract Admin. Trust Fund v. Uriarte Clean-Up Serv., Inc.*, 736 F.2d 516, 523 (9th Cir. 1984). In appropriate cases, courts may pierce the corporate veil and hold an individual responsible for violations of the INA committed by the employer corporation. *See United States v. Bestfoods*, 524 U.S. 51, 62 (1998); *Administrator v. Kutty*, ARB No. 03-022, 2005 WL 1359123, at *13-14 (May 31, 2005) (holding a shareholder personally liable for violations of H-1B visa program provisions committed by corporations), *aff'd sub nom., Kutty v. US Dep't of Labor*, 764 F.3d 540, 551 (6th Cir. 2014), *cert. denied* 135 S. Ct. 1162 (2015). The INA is silent on personal and corporate liability, so common law principles apply. *Kutty*, 764 F.3d at 550 (*citing Bestfoods*, 524 U.S. at 63).

In deciding whether to pierce the corporate veil, the court should apply federal law but may look to state law for guidance. *Board of Trustees of Mill Cabinet Pension Trust Fund for Northern Cal. v. Valley Cabinet & Mfg. Co.*, 877 F.2d 769, 772 (9th Cir. 1989)(*quoting Uriarte*, 736 F.2d at 523). "The traditional rule demands that individuals incorporate in good faith, with adequate capital, and observe a minimum of corporate formalities." *Seymour v. Hull & Moreland Eng'g*, 605 F.2d 1105, 1111 (9th Cir. 1979). In the Ninth Circuit, the test for whether shareholders are personally liable for corporate conduct rests on three factors: "the amount of respect given to the separate identity of the corporation by its shareholders, the fraudulent intent of the incorporators, and the degree of injustice visited on litigants by the recognition of the corporate entity." *Uriarte*, 736 F.2d at 524. The moving party must demonstrate the first threshold factor of separate identity and then one of the other two factors. *UA Local 343 United Ass'n of Journeymen & Apprentices of Plumbing & Pipefitting Indus. v. Nor-Cal Plumbing, Inc.*, 48 F.3d 1465, 1475 (9th Cir. 1994).

Here, Ms. Aguilar stated WHD named Mr. Brajevich personally because he signed the ETA Form 9142B. HT 181 at 24. The Administrator did not address the issue of Mr. Brajevich's personal liability in its post-hearing brief, and presented no evidence that Mr. Brajevich did not respect the separate identity of Butler Amusement, Inc. Thus, I do not reach the question whether Mr. Brajevich acted with fraudulent intent or whether the parties would suffer injustice if the corporate veil is not pierced. *See Uriarte*, 736 F.2d at 52. I hold Mr. Brajevich is not personally liable for Butler Amusement, Inc.'s corporate debts.

6. **Should a non-retaliation order be included if the Administrator prevails in this matter?**

The Administrator seeks a non-retaliation order for any employee who receives back wages or who contacts the Administrator to discuss their rights under the H-2B program. Three of the

nine employees were still working for Respondents in 2019. RX 37. Respondents have no objection to a non-retaliation provision. HT 357-58. Thus, I find a non-retaliation provision is warranted.

7. ORDER

For the reasons stated above, the following order is made:

1. Butler Amusements, Inc. substantially failed to comply with the H-2B program. For its violation of 20 C.F.R. § 655.22(n) (2009), Butler Amusements, Inc. shall pay reduced back wages the nine affected workers in the amount of $26,786.00. Specifically, Respondent shall pay the nine H-2B workers as follows:

1. Saul Estadillo Herrera	$3,621.60
2. Gustavo Gamero	$3,621.60
3. Jose Ivan Ortega	$3,108.00
4. Fernando Preza	$3,446.00
5. Sergio Guzman	$3,446.00
6. Omar Lopez	$2,728.60
7. Antonio Mendez	$308.60
8. Felipe Villegas Quijano	$3652.80
9. Jaime Hernandez	$2,852.80
TOTAL	$26,786.00

2. For the substantiated violations of the H-2B program, Butler Amusements, Inc. is assessed civil money penalties in the amount of $10,000, which must be paid to the Administrator.

3. The allegations against Michael Brajevich in his individual capacity are dismissed.

4. The Administrator shall verify all calculations and make any changes, including calculating interest owed and any required deductions, necessary to implement this order and repay the monies owed to the affected workers.

5. The parties shall promptly notify this Office if an appeal is filed in this matter.

SO ORDERED.

Digitally signed by Richard M.Clark
DN: CN=Richard M.Clark, OU=Administrative Law Judge, O=US DOL Office of Administrative Law Judges, L=San Francisco, S=CA, C=US
Location: San Francisco CA

Richard M. Clark
Administrative Law Judge

NOTICE OF APPEAL RIGHTS: Any party seeking review of this decision and order, including judicial review, shall file a Petition for Review (§Petition§) with the Administrative Review Board (§ARB§). The ARB must receive the Petition within 30 calendar days of the date of this decision and order. 20 C.F.R. § 76(a). The Board's address is: Administrative Review Board, U.S. Department of Labor, Suite S-5220, 200 Constitution Avenue, NW, Washington DC 20210, for traditional paper filing. Alternatively, the Board offers an Electronic File and Service Request (EFSR) system. The EFSR for electronic filing (eFile) permits the submission of forms and documents to the Board through the Internet instead of using postal mail and fax. The EFSR portal allows parties to file new appeals electronically, receive electronic service of Board issuances, file briefs and motions electronically, and check the status of existing appeals via a web-based interface accessible 24 hours every day. No paper copies need be filed.

An e-Filer must register as a user, by filing an online registration form. To register, the e-Filer must have a valid e-mail address. The Board must validate the e-Filer before he or she may file any e-Filed document. After the Board has accepted an e-Filing, it is handled just as it would be had it been filed in a more traditional manner. e-Filers will also have access to electronic service (eService), which is simply a way to receive documents, issued by the Board, through the Internet instead of mailing paper notices/documents.

Information regarding registration for access to the EFSR system, as well as a step by step user guide and FAQs can be found at: https://dol-appeals.entellitrak.com. If you have any questions or comments, please contact: Boards-EFSR-Help@dol.gov

Copies of the Petition should be served on all parties and on the undersigned Administrative Law Judge. No particular form is prescribed for the Petition; however, any such petition shall:

(1) Be dated;
(2) Be typewritten or legibly written;
(3) Specify the issue or issues stated in the administrative law judge decision and order giving rise to such petition;
(4) State the specific reason or reasons why the party petitioning for review believes such decision and order are in error;
(5) Be signed by the party filing the petition or by an authorized representative of such party;
(6) Include the address at which such party or authorized representative desires to receive further communications relating thereto; and
(7) Attach copies of the administrative law judge's decision and order, and any other record documents which would assist the ARB in determining whether review is warranted.

If filing paper copies, you must file an original and four copies of the petition for review with the Board. If you e-File your petition, only one copy need be uploaded.

20 C.F.R. § 655.76(b). If the ARB determines that it will review this decision and order, it will issue a notice specifying the issue or issues to be reviewed; the form in which submissions shall be made by the parties (e.g., briefs); and the time within which such submissions shall be made. 20 C.F.R. § 655.76(e). When filing any document with the ARB, the party must file an original and two copies of the document. 20 C.F.R. § 655.76(f).

APPENDIX

Table 2: Saul Estadillo (Estudillo) Herrera Back Wages Due

Work Week	Employee Name	Job Performed	Location	Wage rate[46]	Hours	PWR Due	Weekly Rate Paid	Total Owed for Each Week	Total Back Wages
2/4/2013-2/10/2013	Saul Estadillo Herrera	Driver	Riverside MSA (Indio, CA)[47]	$20.95	40	$838.00	$500.00	$338.00	
2/11/2013-2/17/2013	Saul Estadillo Herrera	Driver	Riverside MSA (Indio, CA)	$20.95	40	$838.00	$500.00	$338.00	
2/18/2013-2/24/2013	Saul Estadillo Herrera	Driver	Riverside MSA (Indio, CA)	$20.95	40	$838.00	$500.00	$338.00	
2/25/2013-3/3/2013	Saul Estadillo Herrera	Driver	Maricopa MSA (El Mirage, AZ)	$20.92	40	$836.80	$500.00	$336.80	
3/4/2013-3/10/2013	Saul Estadillo Herrera	Driver	Maricopa MSA (Chandler, AZ)	$20.92	40	$836.80	$500.00	$336.80	
3/11/2013-3/17/2013	Saul Estadillo Herrera	Driver	Maricopa MSA (Desert Sky Mall)	$20.92	40	$836.80	$500.00	$336.80	
3/18/2013-3/24/2013	Saul Estadillo Herrera	Driver	Maricopa MSA (Desert Sky Mall)	$20.92	40	$836.80	$500.00	$336.80	
3/25/2013-3/31/2013	Saul Estadillo Herrera	Driver	Maricopa MSA (AZ Mills)	$20.92	40	$836.80	$500.00	$336.80	
4/1/2013-4/7/2013	Saul Estadillo Herrera	Driver	Maricopa MSA (AZ Mills)	$20.92	40	$836.80	$500.00	$336.80	
4/8/2013-4/14/2013	Saul Estadillo Herrera	Driver	Maricopa MSA (Maricopa, AZ)	$20.92	40	$836.80	$500.00	$336.80	
4/15/2013-4/21/2013	Saul Estadillo Herrera	Driver	Santa Barbara MSA (Lompoc)	$18.75	40	$750.00	$500.00	$250.00	**$3,621.60**

[46] FLC Data for the drivers is found at AX J-3, J-7, J-11, and J-12.

[47] There was no pay slip for Mr. Estadillo for this week. His location and wage paid are based on the location of the rest of the unit and what Butler paid him in other weeks.

Table 3: Gustavo Gamero Back Wages Due

Work Week Ending	Employee Name	Job Performed	Location	Wage Rate	Hours	PWR Due	Weekly Rate Paid	Total Owed for Each Week	Total Back Wages
2/4/2013-2/10/2013	Gustavo Gamero	Driver	Riverside MSA (Indio, CA)	$20.95	40	$838.00	$500.00	$338.00	
2/11/2013-2/17/2013	Gustavo Gamero	Driver	Riverside MSA (Indio, CA)	$20.95	40	$838.00	$500.00	$338.00	
2/18/2013-2/24/2013	Gustavo Gamero	Driver	Riverside MSA (Indio, CA)	$20.95	40	$838.00	$500.00	$338.00	
2/25/2013-3/3/2013	Gustavo Gamero	Driver	Maricopa MSA (El Mirage)	$20.92	40	$836.80	$500.00	$336.80	
3/4/2013-3/10/2013	Gustavo Gamero	Driver	Maricopa MSA (Chandler)	$20.92	40	$836.80	$500.00	$336.80	
3/11/2013-3/17/2013	Gustavo Gamero	Driver	Maricopa MSA (Desert Sky Mall)	$20.92	40	$836.80	$500.00	$336.80	
3/18/2013-3/24/2013	Gustavo Gamero	Driver	Maricopa MSA (Desert Sky Mall)	$20.92	40	$836.80	$500.00	$336.80	
3/25/2013-3/31/2013	Gustavo Gamero	Driver	Maricopa MSA (AZ Mills)	$20.92	40	$836.80	$500.00	$336.80	
4/1/2013-4/7/2013	Gustavo Gamero	Driver	Maricopa MSA (AZ Mills)	$20.92	40	$836.80	$500.00	$336.80	
4/8/2013-4/14/2013	Gustavo Gamero	Driver	Maricopa MSA (Maricopa, AZ)	$20.92	40	$836.80	$500.00	$336.80	
4/15/2013-4/21/2013	Gustavo Gamero	Driver	Santa Barbara MSA (Lompoc, CA)	$18.75	40	$750.00	$500.00	$250.00	**$3621.60**

Table 4: Jose Ivan Ortega (sometimes Jose Ivan) Back Wages Due

Work Week Ending	Employee Name	Job Performed	Location	Wage Rate	Hours	PWR Due	Weekly Rate Paid	Total Owed for Each Week	Total Back Wages
2/4/2013-2/10/2013[48]	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
2/11/2013-2/17/2013	Jose Ivan Ortega	Driver	Riverside MSA	$20.95	40	$838.00	$500.00	$338.00	
2/18/2013-2/24/2013	Jose Ivan Ortega	Driver	Riverside MSA (Indio, CA)	$20.95	40	$838.00	$500.00	$338.00	
2/25/2013-3/3/2013	Jose Ivan Ortega	Driver	Maricopa MSA (Goodyear)	$20.92	40	$836.80	$500.00	$336.80	
3/4/2013-3/10/2013	Jose Ivan Ortega	Driver	Maricopa MSA (Chandler, AZ)	$20.92	40	$836.80	$500.00	$336.80	
3/11/2013-3/17/2013	Jose Ivan Ortega	Driver	Maricopa MSA (Desert Sky Mall)	$20.92	40	$836.80	$500.00	$336.80	
3/18/2013-3/24/2013	Jose Ivan Ortega	Driver	Maricopa MSA (Desert Sky)	$20.92	40	$836.80	$500.00	$336.80	
3/25/2013-3/31/2013	Jose Ivan Ortega	Driver	Maricopa MSA (AZ Mills)[49]	$20.92	40	$836.80	$500.00	$336.80	
4/1/2013-4/7/2013	Jose Ivan Ortega	Driver	Yuma MSA (Yuma, AZ)	$16.53	40	$661.20	$500.00	$161.20	
4/8/2013-4/14/2013	Jose Ivan Ortega	Driver	Maricopa MSA (Maricopa, AZ)	$20.92	40	$836.80	$500.00	$336.80	
4/15/2013-4/21/2013	Jose Ivan Ortega	Driver	Santa Barbara MSA (Lompoc)	$18.75	40	$750.00	$500.00	$250.00	**$3,108.00**

[48] Mr. Ortega did not arrive until February 11, 2013. RX 24 at 3.

[49] Mr. Ortega was likely in AZ Mills for the week ending 3/31 and Yuma for the week ending 4/7. RX 26 at 793; RX 26 at 815.

Table 5: Fernando Preza Back Wages Due

Work Week	Employee Name	Job Performed	Location	Wage rate	Hours	PWR Due	Weekly Rate Paid	Total Owed for Each Week	Total Back Wages
2/3/2013-2/10/2013	Fernando Preza	Driver	Riverside MSA (Indio, CA)	$20.95	40	$838.00	$500.00	$338.00	
2/11/2013-2/17/2013	Fernando Preza	Driver	Riverside MSA (Indio, CA)	$20.95	40	$838.00	$500.00	$338.00	
2/18/2013-2/24/2013	Fernando Preza	Driver	Riverside MSA (Indio, CA)	$20.95	40	$838.00	$500.00	$338.00	
2/25/2013-3/3/2013	Fernando Preza	Driver	Maricopa MSA (Goodyear)	$20.92	40	$836.80	$500.00	$336.80	
3/4/2013-3/10/2013	Fernando Preza	Driver	Maricopa MSA (Chandler, AZ)	$20.92	40	$836.80	$500.00	$336.80	
3/11/2013-3/17/2013	Fernando Preza	Driver	Maricopa MSA (Desert Sky Mall)	$20.92	40	$836.80	$500.00	$336.80	
3/18/2013-3/24/2013	Fernando Preza	Driver	Maricopa MSA (AZ Mills)[50]	$20.92	40	$836.80	$500.00	$336.80	
3/25/2013-3/31/2013	Fernando Preza	Driver	Maricopa MSA (AZ Mills)[51]	$20.92	40	$836.80	$500.00	$336.80	
4/1/2013-4/7/2013	Fernando Preza	Driver	Yuma MSA (Yuma, AZ)	$16.53	40	$661.20	$500.00	$161.20	
4/8/2013-4/14/2013	Fernando Preza	Driver	Maricopa MSA (Maricopa, AZ)	$20.92	40	$836.80	$500.00	$336.80	
4/15/2013-4/21/2013	Fernando Preza	Driver	Santa Barbara MSA (Lompoc, CA)	$18.75	40	$750.00	$500.00	$250.00	**$3,446.00**

[50] Mr. Preza was likely in AZ Mills for the week ending 3/24. RX 26 at 797-98.

[51] Mr. Preza was likely in AZ Mills for the week ending 3/31 and Yuma for the week ending 4/7. RX 26 at 819; RX 26 at 793.

Table 6: Sergio Guzman Back Wages Due

Work Week	Employee Name	Job Performed	Location	Wage rate	Hours	PWR Due	Weekly Rate Paid	Total Owed for Each Week	Total Back Wages
2/4/2013-2/10/2013	Sergio Guzman	Driver	Riverside MSA (Indio, CA)	$20.95	40	$838.00	$500.00	$338.00	
2/11/2013-2/17/2013	Sergio Guzman	Driver	Riverside MSA (Indio, CA)	$20.95	40	$838.00	$500.00	$338.00	
2/18/2013-2/24/2013	Sergio Guzman	Driver	Riverside MSA (Indio, CA)	$20.95	40	$838.00	$500.00	$338.00	
2/25/2013-3/3/2013	Sergio Guzman	Driver	Maricopa MSA (El Mirage, AZ)	$20.92	40	$836.80	$500.00	$336.80	
3/4/2013-3/10/2013	Sergio Guzman	Driver	Maricopa MSA (Chandler, AZ)	$20.92	40	$836.80	$500.00	$336.80	
3/11/2013-3/17/2013	Sergio Guzman	Driver	Maricopa MSA (Desert Sky)	$20.92	40	$836.80	$500.00	$336.80	
3/18/2013-3/24/2013	Sergio Guzman	Driver	Maricopa MSA (AZ Mills)[52]	$20.92	40	$836.80	$500.00	$336.80	
3/25/2013-3/31/2013	Sergio Guzman	Driver	Maricopa MSA (AZ Mills)	$20.92	40	$836.80	$500.00	$336.80	
4/1/2013-4/7/2013	Sergio Guzman	Driver	Yuma MSA (Yuma, AZ)[53]	$16.53	40	$661.20	$500.00	$161.20	
4/8/2013-4/14/2013	Sergio Guzman	Driver	Maricopa MSA (Maricopa, AZ)	$20.92	40	$836.80	$500.00	$336.80	
4/15/2013-4/21/2013	Sergio Guzman	Driver	Santa Barbara MSA (Lompoc, CA)	$18.75	40	$750.00	$500.00	$250.00	**$3,446.00**

[52] Mr. Guzman was likely in AZ Mills for the week ending 3/24. RX 26 at 797-98.

[53] Mr. Guzman was likely in AZ Mills for the week ending 3/31 and Yuma for the week ending 4/7. RX 26 at 819; RX 26 at 793.

Table 7: Omar Lopez Back Wages Due

Work Week	Employee Name	Job Performed	Location	Wage rate[54]	Hours	PWR Due	Weekly Rate Paid	Total Owed for Each Week	Total Back Wages
2/4/2013-2/10/2013	Omar Lopez	Supervisor	Riverside MSA (Indio, CA)	$19.11	40	$764.40	$525.00	$239.40	
2/11/2013-2/17/2013	Omar Lopez	Supervisor	Riverside MSA (Indio, CA)	$19.11	40	$764.40	$525.00	$239.40	
2/18/2013-2/24/2013	Omar Lopez	Supervisor	Riverside MSA (Indio, CA)	$19.11	40	$764.40	$525.00	$239.40	
2/25/2013-3/3/2013	Omar Lopez	Supervisor	Maricopa MSA (El Mirage, AZ)	$19.31	40	$772.40	$525.00	$247.40	
3/4/2013-3/10/2013	Omar Lopez	Supervisor	Maricopa MSA (Chandler, AZ)	$19.31	40	$772.40	$525.00	$247.40	
3/11/2013-3/17/2013	Omar Lopez	Supervisor	Maricopa MSA (Desert Sky)	$19.31	40	$772.40	$525.00	$247.40	
3/18/2013-3/24/2013	Omar Lopez	Supervisor	Maricopa MSA (Desert Sky)	$19.31	40	$772.40	$525.00	$247.40	
3/25/2013-3/31/2013	Omar Lopez	Supervisor	Maricopa MSA (AZ Mills)	$19.31	40	$772.40	$525.00	$247.40	
4/1/2013-4/7/2013	Omar Lopez	Supervisor	Maricopa MSA (AZ Mills)	$19.31	40	$772.40	$525.00	$247.40	
4/8/2013-4/14/2013	Omar Lopez	Supervisor	Maricopa MSA (Maricopa, AZ)	$19.31	40	$772.40	$525.00	$247.40	
4/15/2013-4/21/2013	Omar Lopez	Supervisor	Santa Barbara MSA (Lompoc, CA)	$20.09	40	$803.60	$525.00	$278.60	**$2,728.60**

[54] FLC wage rate data for the supervisors is found at AX J-19, J-27, and J-31.

Table 8: Antonio Mendez Back Wages Due

Work Week	Employee Name	Job Performed	Location	Wage rate	Hours	PWR Due	Weekly Rate Paid	Total Owed for Each Week	Total Back Wages
2/4/2013-2/10/2013	Antonio Mendez	Supervisor	Riverside MSA (Indio, CA)	$19.11	40	$764.40	$745.00	$19.40	
2/11/2013-2/17/2013	Antonio Mendez	Supervisor	Riverside MSA (Indio, CA)	$19.11	40	$764.40	$745.00	$19.40	
2/18/2013-2/24/2013	Antonio Mendez	Supervisor	Riverside MSA (Indio, CA)	$19.11	40	$764.40	$745.00	$19.40	
2/25/2013-3/3/2013	Antonio Mendez	Supervisor	Maricopa MSA (El Mirage, AZ)	$19.31	40	$772.40	$745.00	$27.40	
3/4/2013-3/10/2013	Antonio Mendez	Supervisor	Maricopa MSA (Chandler, AZ)	$19.31	40	$772.40	$745.00	$27.40	
3/11/2013-3/17/2013	Antonio Mendez	Supervisor	Maricopa MSA (Desert Sky Mall)	$19.31	40	$772.40	$745.00	$27.40	
3/18/2013-3/24/2013	Antonio Mendez	Supervisor	Maricopa MSA (Desert Sky Mall)	$19.31	40	$772.40	$745.00	$27.40	
3/25/2013-3/31/2013	Antonio Mendez	Supervisor	Maricopa MSA (AZ Mills)	$19.31	40	$772.40	$745.00	$27.40	
4/1/2013-4/7/2013	Antonio Mendez	Supervisor	Maricopa MSA (AZ Mills)	$19.31	40	$772.40	$745.00	$27.40	
4/8/2013-4/14/2013	Antonio Mendez	Supervisor	Maricopa MSA (Maricopa, AZ)	$19.31	40	$772.40	$745.00	$27.40	
4/15/2013-4/21/2013	Antonio Mendez	Supervisor	Santa Barbara MSA (Lompoc, CA)	$20.09	40	$803.60	$745.00	$58.60	**$308.60**

Table 9: Felipe Villegas Quijano Back Wages Due

Work Week	Employee Name	Job Performed	Location	Wage Rate[55]	Hours	PWR Due	Weekly Rate Paid	Total Owed for Each Week	Total Back Wages
2/4/2013-2/10/2013	Felipe Villegas Quijano	Shop Worker	Riverside MSA (Indio, CA)	$18.41	40	$736.40	$320.00[56]	$416.40	
2/11/2013-2/17/2013	Felipe Villegas Quijano	Shop Worker	Riverside MSA (Indio, CA)	$18.41	40	$736.40	$395.00	$341.40	
2/18/2013-2/24/2013	Felipe Villegas Quijano	Shop Worker	Riverside MSA (Indio, CA)	$18.41	40	$736.40	$395.00	$341.40	
2/25/2013-3/3/2013	Felipe Villegas Quijano	Shop Worker	Maricopa MSA (El Mirage, AZ)	$17.63	40	$705.20	$395.00	$310.20	
3/4/2013-3/10/2013	Felipe Villegas Quijano	Shop Worker	Maricopa MSA (Chandler, AZ)	$17.63	40	$705.20	$395.00	$310.20	
3/11/2013-3/17/2013	Felipe Villegas Quijano	Shop Worker	Maricopa MSA (Desert Sky Mall)	$17.63	40	$705.20	$395.00	$310.20	
3/18/2013-3/24/2013	Felipe Villegas Quijano	Shop Worker	Maricopa MSA (Desert Sky Mall)	$17.63	40	$705.20	$395.00	$310.20	
3/25/2013-3/31/2013	Felipe Villegas Quijano	Shop Worker	Maricopa MSA (AZ Mills)	$17.63	40	$705.20	$395.00	$310.20	
4/1/2013-4/7/2013	Felipe Villegas Quijano	Shop Worker	Maricopa MSA (AZ Mills)	$17.63	40	$705.20	$395.00	$310.20	
4/8/2013-4/14/2013	Felipe Villegas Quijano	Shop Worker	Maricopa MSA (Maricopa, AZ)	$17.63	40	$705.20	$395.00	$310.20	
4/15/2013-4/21/2013	Felipe Villegas Quijano	Shop Worker	Santa Barbara MSA (Lompoc, CA)	$19.43	40	$777.20	$395.00	$382.20	**$3,652.80**

[55] FLC wage rate data for the shop workers is found at AX J-55, J-59, and J-63.

[56] RX-26 at 56 shows Respondents paid Mr. Villegas $320 from 2/4/2013 to 2/10/2013.

Table 10: Jaime Hernandez Back Wages Due

Work Week	Employee Name	Job Performed	Location	Wage rate	Hours	PWR Due	Weekly Rate Paid	Total Owed for Each Week	Total Back Wages
2/4/2013-2/10/2013	Jaime Hernandez	Shop Worker	Riverside MSA (Indio, CA)	$18.41	40	$736.40	$320.00[57]	$416.40	
2/11/2013-2/17/2013	Jaime Hernandez	Shop Worker	Riverside MSA (Indio, CA)	$18.41	40	$736.40	$475.00	$261.40	
2/18/2013-2/24/2013	Jaime Hernandez	Shop Worker	Riverside MSA (Indio, CA)	$18.41	40	$736.40	$475.00	$261.40	
2/25/2013-3/3/2013	Jaime Hernandez	Shop Worker	Maricopa MSA (El Mirage, AZ)	$17.63	40	$705.20	$475.00	$230.20	
3/4/2013-3/10/2013	Jaime Hernandez	Shop Worker	Maricopa MSA (Chandler, AZ)	$17.63	40	$705.20	$475.00	$230.20	
3/11/2013-3/17/2013	Jaime Hernandez	Shop Worker	Maricopa MSA (Desert Sky Mall)	$17.63	40	$705.20	$475.00	$230.20	
3/18/2013-3/24/2013	Jaime Hernandez	Shop Worker	Maricopa MSA (Desert Sky Mall)	$17.63	40	$705.20	$475.00	$230.20	
3/25/2013-3/31/2013	Jaime Hernandez	Shop Worker	Maricopa MSA (AZ Mills)	$17.63	40	$705.20	$475.00	$230.20	
4/1/2013-4/7/2013	Jaime Hernandez	Shop Worker	Maricopa MSA (AZ Mills)	$17.63	40	$705.20	$475.00	$230.20	
4/8/2013-4/14/2013	Jaime Hernandez	Shop Worker	Maricopa MSA (Maricopa, AZ)	$17.63	40	$705.20	$475.00	$230.20	
4/15/2013-4/21/2013	Jaime Hernandez	Shop Worker	Santa Barbara MSA (Lompoc, CA)	$19.43	40	$777.20	$475.00	$302.20	**$2,852.80**

[57] RX-26 at 53 shows Respondents paid Mr. Hernandez $320 from 2/4/2013 to 2/10/2013.

SERVICE SHEET

Case Name: **WAGE_AND_HOUR_DIVISI_v_BUTLER_AMUSEMENTS_IN_**

Case Number: **2018TNE00019**

Document Title: **DECISION AND ORDER**

I hereby certify that a copy of the above-referenced document was sent to the following this 30th day of September, 2020:

Digitally signed by MARYANNE B. BALLARD
DN: CN=MARYANNE B. BALLARD, OU=LEGAL ASSISTANT, O=US DOL Office of Administrative Law Judges, L=San Francisco, S=CA, C=US
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UNITED STATES DEPARTMENT OF LABOR
ADMINISTRATIVE REVIEW BOARD

In the Matter of:	*	
ADMINISTRATOR, WAGE AND HOUR DIVISION	*	
Plaintiff	*	**Case No.: 2018-TNE-00019**
v.	*	Hon. Richard M. Clark Administrative Law Judge
BUTLER AMUSEMENTS, INC. AND MICHAEL BRAJEVICH	*	
Respondent	*	

* * * * * * * * * * * * * *

RESPONDENT'S PETITION FOR REVIEW

Pursuant to 20 C.F.R. § 655.76 (2009), Butler Amusements, Inc., and Michael Brajevich, Respondents, petition for review of **Exhibit 1**, Decision and Order dated August 6, 2019 (**copy attached**), and says:

For the reasons stated in **Exhibit 2**, Respondent's post-hearing brief dated July 23, 2019 (**copy attached**), Respondents seek review of the following issues:

1. Whether appeal of this case is governed by the now-vacated 20 C.F.R. § 655.76 (2015) or the retroactively-applied 29 C.F.R. § 503.54.

2. Whether this enforcement action may be maintained in light of the *vacatur* of 20 C.F.R. § 655.

3. Whether Butler substantially failed to comply with 20 C.F.R. § 655.22 (n) (2009) by willfully misrepresenting its temporary need for 9 specified H-2B workers?

4. Whether Butler is liable for back wages of $26,786 and civil money penalties of $10,000?

5. Whether this enforcement action should be dismissed for violating the statute of limitations and laches.

CONCLUSION

Wherefore, Respondent prays that this petition be granted and the cause remanded for immediate dismissal with prejudice.

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Attorney for Respondent

CERTIFICATE OF SERVICE

Butler Amusements, Inc., hereby certifies that on October 30, 2020, the **Respondent's Petition for Review and Exhibits** were filed electronically at:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue NW
Room S-5220
Washington, DC 20210
https://dol-appeals.entellitrak.com

the original of **Respondent's Petition for Review and Exhibits** were Federal Expressed to:

Judge Richard M. Clark
U.S. Department of Labor
Office of Administrative Law Judges
90 Seventh Street, Suite 4-800

San Francisco, California 94103-1516

and via e-mail to:

Jeannie Gorman
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Office of the Solicitor
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Office of Administrative Law Judges
90 Seventh Street, Suite 4-800
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(415) 625-2200
(415) 625-2201 (FAX)

Issue Date: 30 September 2020

CASE NO.: 2018-TNE-00019

In the Matter of:

ADMINISTRATOR, WAGE & HOUR DIVISION,
Prosecuting Party,

v.

BUTLER AMUSEMENTS, INC. AND
MICHAEL BRAJEVICH, an individual,
Respondents.

DECISION AND ORDER

This matter arises under the H-2B provisions of the Immigration and Nationality Act (INA), as amended, 8 U.S.C. §§ 1101(a)(15)(H)(ii)(b) *et seq*., 1184(c)(14), and 20 C.F.R. Part 655, subpart A (2008), and the applicable procedural regulations at 29 C.F.R. Part 503 (2015). Attorney Jeannie Gorman represented Administrator, Wage and Hour Division, U.S. Department of Labor ("Administrator"). Attorney P. Wayne Pierce represented Butler Amusements, Inc. ("Butler" or "Employer") and Michael Brajevich (collectively "Respondents").

On February 6, 2018, the Administrator, Wage and Hour Division of the U.S. Department of Labor, ("Administrator") issued a Determination Letter finding that Butler Amusements, Inc. and Michael Brajevich ("Respondents") substantially failed to comply with the proper job classification requirements of the H-2B program. The Administrator sought unpaid wages and assessed a civil monetary penalty (CMP). Respondents subsequently requested a hearing on the Administrator's determination. *See* 29 C.F.R. § 503.43.

A hearing was held May 8 and 9, 2019, in San Francisco, CA. Administrator's Exhibits A through Q were admitted into evidence, and Respondents' Exhibits 1 to 24, 26 to 71, and 73 to 106 were also admitted. Respondents' Exhibits 25 and 72 were withdrawn.[1] HT 12-13.[2] At the hearing, the Administrator and Respondents agreed the amount of back wages in RX 19 should read $26,955.40. At the hearing, the Administrator made an oral motion for reconsideration on the inclusion of Ms. Zepeda, which I denied. HT 5 at 22-24; HT 8 at 15-17.

[1] I cite to Administrator's Exhibits AX (letter) at (page) and Respondent's Exhibits RX (number) at (page). Additionally, I cite to Administrator's post-hearing brief as APB (page) at (line) and Respondents' post-hearing brief as RPB (page).
[2] I cite to the hearing transcript HT (page) at (line).

For the reasons discussed below, Employer is ordered to pay $26,786.00 in back wages and pay the amount of $10,000 in civil money penalties.

Background

An H-2B employee is defined as "having a residence in a foreign country which he has no intention of abandoning who is coming temporarily to the United States to perform other temporary service or labor if unemployed persons capable of performing such service or labor cannot be found in this country…." 8 U.S.C. § 1101(a)(15)(H)(ii)(b). The H-2B program permits employers to hire such nonimmigrant workers to perform temporary nonagricultural work within the United States on a one-time occurrence, seasonal, peak load, or intermittent basis, as defined by the Department of Homeland Security ("DHS"). 8 C.F.R. § 214.2(h)(6)(ii)(B).

DHS requires that employers petitioning for H-2B visas obtain a labor certification from the Department of Labor ("DOL") before applying for H-2B visas through DHS. 8 C.F.R. § 214.2(h)(6)(iii)(A). To obtain the labor certification, employers first obtain a prevailing wage determination for the job opportunity from DOL's Employment and Training Administration ("ETA") by submitting ETA Form 9141. 20 C.F.R. § 655.10 (2009).[3, 4] Employers must offer and pay the H-2B workers the highest of the prevailing wage or the applicable federal, state, or local minimum wage. 20 C.F.R. § 655.22(e). After obtaining the prevailing wage determination, the employer submits an Application for Temporary Employment Certification ("ETA Form 9142B") and recruitment report to the ETA. 20 C.F.R § 655.20. In ETA Form 9142B, the employer must certify under penalty of perjury that the information contained on the application is true and accurate, and the employer's signature constitutes its acknowledgment and acceptance of the obligations of the H-2B program. 20 C.F.R. § 655.65(f); AX C-9.

Section 214(c)(l4) of the INA gives DHS the authority to impose administrative remedies where the Secretary of DHS finds "a substantial failure to meet any of the conditions of the petition to admit…a nonimmigrant worker under [8 U.S.C. § 1101(a)(l5)(H)(ii)(b)] or…a willful misrepresentation of a material fact in such petition." 8 U.S.C. § 1184(c)(14)(A). The DHS is authorized to delegate this enforcement authority to the Secretary of Labor, 8 U.S.C. § 1184(c)(14)(B), and has delegated to the Secretary of Labor its authority "to enforce compliance with the conditions of a petition and Department of Labor approved temporary labor certification to admit or otherwise provide status to an H-2B worker." 8 C.F.R. 214.2(h)(6)(ix). This enforcement authority has been further delegated within DOL to the Administrator of the Wage and Hour Division. *See* Secretary's Order 01-2014, 79 FR 77527-01 (Dec. 19, 2014).

Factual Findings

Respondents, Butler Amusements, Inc. and former CEO, Michael Brajevich, operated a traveling amusement carnival that provided rides, games, and concessions to fairs in California,

[3] The 2008 H-2B regulations were promulgated on December 19, 2008, effective on January 18, 2009, and codified into the Code of Federal Regulations in 2009. *Labor Certification Process and Enforcement for Temporary Employment in Occupations Other Than Agriculture or Registered Nursing in the United States (H-2B Workers), and Other Technical Changes*, 73 Fed. Reg. No. 245, 78,020 (Dec. 19, 2008).

[4] References to 20 C.F.R. § 655 refer to the 2009 regulations unless otherwise specified.

Oregon, Washington, Idaho, Arizona, and Nevada. RX 20, AX C, APB 2 at 12-14. Butler Amusements is exempt from the Fair Labor Standards Act under § 13(a)(3). RX 13; RX 20-21; 29 U.S.C. § 213. Butler Amusements has participated in the H-2B program since 2000. HT 274 at 6. In October 2012, Butler Amusements initiated the process to request 246 workers to work as "Amusement and Recreation Attendants." RX 7. Respondents' agent, James Kendrick Judkins, filled out and submitted an ETA Form 9141 Application for a Prevailing Wage Determination (ETA Form 9141) and an ETA Form 9142B H-2B Application for Temporary Employment Certification (ETA Form 9142) on Respondents' behalf. RX 7 at 1. Mr. Brajevich and Mr. Judkins both promised that the information on the application was true and accurate. AX C-8 and C-9.

ETA Form 9141

ETA Form 9141 included instructions for describing the job opportunity. RX 4 at 3. To enable ETA to make a prevailing wage determination (PWD), Respondents were to "[d]escribe the job duties, in detail, to be performed by any worker filling the job opportunity. Specify field(s) and/or product(s)/industry(ies) involved, any equipment to be used, and pertinent work conditions. The duties provided must be specific enough to be classified under a relevant SOC pursuant to the O*Net publication." *Id.* The instructions also directed Employer to enter a Standard Occupational Code (SOC)/Occupational Net (ONET) code and job title for the occupation, which "most clearly describes the work to be performed." ETA stated Respondents' selection of an SOC might guide the determination; "however, the SOC issued with the determination may differ." RX 4 at 3. The instructions also directed Employer to indicate the number of employees the H2-B workers would supervise and whether the supervised workers would be subordinates or peers. *Id.*

The SOC code system had an occupation search engine called O*NET, which permitted employers to determine which SOC code applied to any given job duties. APB 8 at 16-20. O*NET provided extensive information about any occupation, including ratings of how important certain tasks were to the position. APB 8 at 21-23.

On ETA Form 9141, Respondents entered "Amusement and Recreation Attendants – Traveling Carnival" as the job title, 39-3091 as the Suggested SOC (ONET/OES) code, and Amusement and Recreation Attendants as the Suggested SOC (ONET/OES) occupation title. RX 5 at 1. Under job duties, Respondents represented the H-2B workers would, "[p]erform a variety of attending duties at amusement facility (traveling carnival). Set up, tear down, operate amusement rides, food concessions and/or games." *Id.* The attendants would work 40 hours per week from 1:00 pm to 10:00 pm and receive no overtime. *Id.* Respondents stated no experience, education, training, specific skills, or special licenses were required for the job, except for a drug and criminal background check. RX 5 at 2-3. Additionally, workers in the position would not supervise any other employees and would travel to multiple worksites. RX 5 at 2-3.

On October 18, 2012, Respondents posted a job advertisement online with Work Source that advertised 250 open positions for Carnival and Amusement and Recreation Attendants from February 1, 2013, to October 31, 2013. RX 1 at 1. The advertised job entailed performing "a variety of attending duties" at amusement facility, listed as, "[S]et up, tear down, operate amusement rides, food concessions and/or games." *Id.* Workers would work typically 40 hours per week, Wednesday through Sunday, from 1:00 pm to 10:00 pm, make a weekly wage ranging from $323.60 to 368.40 per week, and must travel with the carnival to Washington, California, Arizona, Nevada, Oregon, and Idaho. *Id.* Employer would pay the weekly wage for each week the worker was

employed, and make "available mobile housing valued at $125.00 per week" and "transportation from venue to venue and scheduled transportation to laundry, shopping valued at $25.00 per week." *Id.* The advertisement also indicated the Employer was exempt from the Fair Labor Standards Act (FLSA) and not subject to Federal hourly wage, overtime, or recordkeeping requirements. *Id.* Respondents posted an identical advertisement with the Yakima Herald on October 21 and 24, 2012. RX 2 and 3.

In November 2012, the Department of Labor ETA issued a PWD of $8.98 hourly, which was valid from November 2, 2012, to February 3, 2013, and based on SOC (O*NET/OES) code 39-3091 and Occupational Employment Statistics (OES) wage data. RX 5 at 4.

ETA Form 9142B

The instructions and information needed for ETA Form 9142B were similar to Form 9141 and its instructions. ETA Form 9142B instructions directed Respondents to enter the SOC/O*NET code for the occupation which most clearly described the work to be performed. RX 6 at 1. In Section F, Box 5, the instructions directed Respondents to "[d]escribe the job duties, in detail, to be performed by any worker filling the job opportunity and specify any equipment to be used and pertinent working conditions." *Id.* at 5. The instructions and form also directed Respondents to indicate the hours, daily work schedule, and whether the workers would supervise any other employees. *Id.*

On ETA Form 9142B, Respondents represented a temporary need for 246 full-time seasonal "Amusement and Recreation Attendants" beginning on February 1, 2013, and ending on October 31, 2013. AX C-1.[5] Under job duties, Respondents again described the position as "[p]erform variety of attending duties at amusement facility (traveling carnival). Set-up, tear-down, operate amusement rides, food concessions and/or games." AX C-3. Respondents stated H2-B workers would work 40 hours per week for a weekly wage ranging from $323.60 to $368.40. AX C-3, C-5. The position required "no special skills, licenses/certifications" and the H-2B workers would not supervise the work of other employees. AX C-3 to C-4. In Section G, Box 3, Respondents stated, "FLSA exemption 13(a)(3) applies to this employer in State and Local venues that respect the FLSA exemption 13(a)(3). Employer follows prevailing practices for Traveling Amusement Industry in regards to housing, transportation and weekly salary for workers." *Id.*

An Addendum to ETA Form 9142B contained additional information regarding the weekly wage, hourly work schedule, variable prevailing wage, housing and transportation credits, and worksites for the carnival. AX C-10 to C-29. In the Addendum, Respondents clarified that the "weekly wage [was] calculated based upon a standard 40-hour week using the methodology detailed in Section G.1." AX C-10. Additionally, Respondents stated "the work schedule varies widely" and Employer would pay a "variable prevailing wage ($323.60 to $368.40, Average $347.88)" in accordance with the ETA Form 9141 Determination "for each week the worker is employed." AX

[5] The exhibit also appears as RX 8 at 4. For ease of reference I cite only to AX C-1. Another version of ETA Form 9142B with attachments appears as RX 7. It is marked with the watermark "Not an Official DOL Labor Certification Document;" there is no table of contents explaining the significance of this document or a corresponding explanation, thus I did not consider it in my decision.

C-10, C-11. Respondents attached an addendum listing 71 worksites[6] and stated if there were changes to the work locations, they would obtain a prevailing wage determination. AX C-7, C-11.

Finally, Employer again stated it "makes available mobile housing valued at $125.00 per week" and transportation from venue to venue and scheduled transportation to laundry, shopping valued at $25.00 per week." AX C-12. At the time of certification DOL's H-2B Wage Methodology was "subject to litigation" and Employer stated "[i]f the wage to be paid is higher than the Variable Prevailing Wage Determination, the employer reserves the right to charge a fee for housing and transportation, but effective rate of pay will not be lower that the Variable Prevailing Wage Determination." AX C-12.

On ETA Form 9142 an employer must attest that it will abide by certain terms, assurances, and obligations as a condition for receiving a temporary labor certification. AX C-6. In Section I, Declaration of Employer and Attorney/Agent, Respondents checked "Yes" confirming they had read and agreed to all applicable terms, assurances, and obligations in Appendix B.1 of ETA Form 9142. *Id.* Mr. Judkins signed Appendix B.1 Section A, and Butler Amusements CEO, Michael Brajevich, signed Appendix B.1 Section B for Employer. AX C-8. By signing the Employer's Declaration, Mr. Brajevich certified the job opportunity was a full-time temporary position and that "[t]he dates of temporary need, reason(s) for temporary need, and number of worker positions being requested for certification has been truly and accurately stated on the application" (Attestation #13). AX C-9. Mr. Brajevich took full responsibility for the accuracy of any representations made by his agent or attorney and declared under penalty of perjury that he read and reviewed the application and that to the best of his knowledge it was true and accurate. *Id.*

On December 14, 2012, based on the attestations and documentation that Respondents provided, ETA certified Respondents' application seeking temporary labor certification under the H-2B program. RX 8 at 1.[7] In the Final Determination Certification Letter issued on December 14, 2012, the certifying officer (CO) directed Respondents to submit a Department of Homeland Security (DHS) Form I-129 and all required documentation. RX 8 at 1. The certification letter included an "Important Note" which stated—in part—regarding the "offered wage guarantee, this certification assumes that the employer will pay the certified weekly wage for 40 hours of work per week, as indicated in Section G of the employer's ETA Form 9142" for the entire approved certification period. *Id.* at 2.

The Final Determination cited the relevant regulations at 20 C.F.R. § 655.22 (e) and continued "[p]lease remember…the employer is required to pay the H-2B workers…recruited in connection with an H-2B application the certified offered wage during the entire period of the approved H-2B labor certification. AX B-2. Finally, the requirement to pay is independent of any applicable exemption from the provisions of Fair Labor Standards Act (FLSA). AX B-2.

On December 17, 2012, Respondents submitted DHS Form I-129 requesting H-2B visas for 246 unnamed workers to be employed, full-time as "Amusement and Recreation Attendants." AX D-3, D-4, D-8, D-12. By signing the I-129 Mr. Brajevich declared Employer would pay the variable

[6] The 71st worksite location is cutoff on the copy and illegible.
[7] The exhibit also appears as AX B-1. For ease of reference, I cite only to RX 8.

prevailing wage per 'ETA 9142…and the itemized itinerary." AX D-6; AX D-14. DHS approved the application on January 4, 2013. RX 11 at 1.

Wage and Hour Division Investigation

The Administrator subsequently opened an investigation for the period from February 1 to April 24, 2013. AX A-1. On April 23 and 24, 2013, Wage and Hour Division (WHD) and Wage and Hour Investigator (WHI) Carrie Aguilar visited Butler Amusements onsite in Santa Barbara, CA. AX F. Ms. Aguilar and her WHD team observed Employer's operations and interviewed employees. HT 63.

Determination Letter

On November 11, 2013, WHD found that nine H-2B workers were employed outside of the approved job title of Amusement and Recreation Attendants (ARA); the investigator determined that these workers had worked as drivers, maintenance workers, and supervisors. These positions have different SOC codes and a different prevailing wage. Based on the investigation, WHD sent Employer a Summary of Unpaid Wages which listed ten employees with varying amounts of unpaid wages for the period from February 2, 2013, to April 27, 2013, totaling $25,946.80. RX 14 at 1. On February 25, 2014, WHD recalculated the back wages for nine employees to be $24,987.60. RX 16 at 3. On February 6, 2018, WHD issued the Determination Letter finding that Respondents substantially failed to comply with Attestation #13—which requires the Employer to accurately state the dates of temporary need, reason for temporary need, and number of workers for temporary need. RX 19. WHD found Respondents owed $26,955.40[8] in back wages and $10,000 in CMPs. RX 19.

Respondents disputed the findings of the investigation on multiple grounds, including that that the identified workers only worked outside the approved job code for a few hours each week and that they worked "substantially less than 40 hours per week" during the investigation period. RX 15 at 1-2.

Butler Amusements' Employment Practices

Butler Amusements runs several units of workers contemporaneously at different fairgrounds and carnival sites. HT 270-71. The nine employees involved in this case were part of Butch's Unit. AX E-1. On April 23 and 24, 2013, WHD took written statements from 24 Butler employees and interviewed four applicants by phone. AX F. Additionally, WHD collected field notes from Bill Truax (manager), Gina Tuttle (payroll clerk), and Kurt Vomberg (general manager). *Id.*

Respondents' pay slips were not contemporaneously recorded time cards and did not include time spent driving. In the past, Employer gave workers timecards to record their hours, but in 2013 the employees did not record their own hours.[9] AX F-135;[10] AX F-096; AX F-114. Instead,

[8] The original amount cited in the February 6, 2018 Determination Letter was $24,987.20 in unpaid wages to nine H-2B workers, and $10,000 in CMPs. RX 19. This Court's May 2, 2019 Order amended the unpaid wages to $26,955.40.
[9] The employees reported they did not have timecards. *See* AX F.

carnival supervisors would record and report employees' hours to Gina Tuttle, Employer's payroll clerk. AX F-002; AX F-135; F-003;[11] F-021. Ms. Tuttle maintained a spreadsheet with hours for each employee and would report to supervisors if someone was approaching the cap (38-39 hours). *Id.* Each week, employees countersigned a pay slip that noted their hours and their weekly pay—which they received in cash and did not vary by location or hours worked. AX F-003; AX F-009; AX F-135; AX F-046; AX F-101. Ms. Tuttle then sent summaries of hours and the countersigned pay slips to headquarters. AX F-135.

The hours on Respondents' pay slips did not always reflect the hours H-2B employees worked because Employer did not report time spent driving. Employer paid the employees who drove the vans extra,[12] but did not record hours spent driving.[13,14,15] AX F-135. The undocumented driving time depended on the distance between fairs—but could be two to eight hours. AX F-049.[16]

Employees' weekly hours varied depending on the distance between the fairs and the hours of the various fairs; employees credibly reported working an average of slightly over 40 hours a week.[17, 18] The hours and days varied—some weeks employees would work two days and other weeks they would work every day.[19] AX F-027, AX F-108.

When the fair was open, employees started working one hour before the fair opened and stopped working when it closed, and when the fair was closed, hours were based on the time of the "work call."[20] AX F-135. Typically, employees worked a six-hour day over 12 hours.[21] For

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[10] AX F-135 is a statement from Gina Tuttle taken by Wage and Hour Investigator Carrie Aguilar on April 23, 2013.
[11] "They write the hours on the inspection sheet when we begin and end…Someone comes to check how many people are working on a ride and they write down the hours of work." AX F-003.
[12] "Last year I received $200…They give me the bonus for driving." AX F-054.
[13] "They do get paid extra for driving, but the drive time hours are not on the timecards I didn't know we had to do that, but we probably should." AX F-135 (Gina Tuttle's statement.)
[14] "I receive an envelope, and everyone signs for them and the hours worked are there but it does not include the time for driving, just the time for operating the rides." AX F-054.
[15] One employee did remark that the pay slips were accurate, "…the manager writes down the hours we work…up until now it has always been correct…." AX F-021. However, the majority of employees reported working more hours and one employee explicitly stated his hours were underreported, "They put the hours worked on the paper and we sign that it is correct. That I have seen, sometime she [sic] hours are less than what we have worked in reality." AX F-003.
[16] "I just drove two times, first: 1.5 hours and second: 8 hours." AX F-049.
[17] Employees reported working: 38-40 hours (AX F-003); 36-42 hours (AX F-8, AX F-101); 40-60 hours (AX F-0017); 60-70 hours (AX F-027); 40-42 hours (AX F-063); 40 to 45 hours (AX F-086); 40-50 hours (AX F-092); average of 40 hours, but sometimes as little as two hours (AX F-107); 40-42 hours per week (AX F-063); "Normally I am working 40 to 45 hours each week. The workers who are working with me work the same hours." (AX F-086).
[18] Although employees reported working a range of hours from 36-70 hours per week, the higher numbers likely included break times. *See* AX F. For example, an employee reported working up to 70 hours a week, but also explained that he worked from 10 am until 10 pm or 12 noon until 12 midnight with 2 hour breaks every two hours. Thus, a typical workday (without set-up, tear down, or driving) would be six hours. *See* AX F-027-028.
[19] One H-2B worker reported working 17 days straight in Sacramento, but this was in a prior year. AX F-108. Another reported working for 12 days with one day off during the period of investigation. AX F-114. The length of these workdays was not specified and likely varied. *See generally* AX F.
[20] Weekdays were sometimes shorter shifts because some fairs were open to the public for fewer hours on weekdays. *See generally* AX F.
[21] "On the days when the fair is open, I work 6-8 hours per day. I also work 6-8 hours the day before the first day of the fair to prepare everything." (AX F-045); "When the fair is open we usually work 5-10 hours." (AX F-053); "…maximum six hours in one shift…" (AX F-008); "I work six hours during my work shift each day." (AX F-101).

example, during a workday, employees usually worked one or two hours, took a break for one or two hours, returned to work for one or two hours, and so on until the carnival closed. AX F-007.

On the last day in a location, employees would typically disassemble rides immediately after the fair closed. AX F-117. Assembling and disassembling the rides took two to eight hours, depending on the ride and whether they were assembling or disassembling it.[22,23] For example, one ride took six hours to set up but only two hours to tear down. AX F-035. Whereas another took six hours to take down. AX F-053. Employees worked long hours on the last day of the fair because they would work a full shift and then disassemble the rides.[24] AX F-008. On Mondays, the fair would typically travel to the next location, and employees would be given the rest of the day off. AX F-086; AX F-092. On the days they assembled rides, employees would "start at 8 am …leave for lunch at 12:00 pm….return at 1 pm and …work until 5 pm." AX F-092.

Employer provided free housing in trailers, transportation from venue to venue, and local transportation to run errands. AX F-009; AX F-022; AX F-028; AX F-035; AX F-046. No employee reported deductions for housing, transportation between fair venues, or local transportation to run errands. *See* AX F. The only deductions were cash advances. AX F-135.

The occupancy of the trailers varied; some employees shared with four people, some had one roommate, and some had private rooms. AX F-002; AX F-022; AX F-054. Not all of the employees stayed in the provided trailers. For example, one H-2B employee had worked for Employer since 2007; she traveled with the fair in her personal vehicle and stayed in an RV she purchased. AX F-129. Saul Estadillo Herrera—one of the nine employees who the Administrator alleged was working outside of the job certification—slept in "a big space in the back" of his truck. AX F-041. Jose Ivan Ortega—another H-2B worker employed outside of the job classification—also lived and slept in his "semi;" Employer did not charge him for his living accommodations. AX F-079. Employees pooled their money together to make communal meals; this was optional. AX F-028.

There was no evidence that employees who did not stay in the Employer-provided lodging received higher wages for not using the trailers. *See* RX 26. Employer provided a payroll spreadsheet listing the location, date, employee name, social security number, and date of birth. It included columns named: gross, draws, uniforms, ID, bunk, and net. AX E. None of the employees had a deduction for "bunk." *Id.* Likewise, the employee who traveled with the carnival in an RV that she owns, and thus did not live in the employer-provided housing, did not have a

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[22] "The days of tearing down are long days. It can take four hours to tear down a ride." (AX F-016); "We take about six hours to disassemble the ride, it takes a lot less to disassemble." (AX F-068); "When we arrive to a new city and we are setting up the rides, I usually work 8 hours." (AX F-053); "It takes about 5 or 6 hours to tear down the 'Fireball.' Maybe an entire day to put up the 'Fireball' and sometimes I help on the other rides as well…[t]he time tearing down the ride I have no rest breaks." AX F-085.

[23] One employee stated he did receive breaks on the day of tearing down. However it is unclear whether he was referring to his shift during the fair or his shift and the "tearing down" time. "Maybe the day of tearing down and travel is lot hours—but still I have two hours of work and then two hours of rest and two more hours of work, etc." AX F-092.

[24] An employee estimated the last day of a fair they would typically work 12 hours. AX F-008. This was accurate in light of other employee statements estimating 6 hour shifts and 2-8 hours for disassembling rides.

credit under "bunk." AX E-3. Similarly, Mr. Estadillo and Mr. Ortega did not have a credit under "bunk." *Id.*

The workers who drove the rides from venue to venue had time cards and kept Department of Transportation log books. AX F-135. Some would stay with the fair, but others drove rides to other units operating on other fairgrounds. AX F-129; *see also* AX F-131.

Butler Employee Duties/Classifications

Every spring, the general manager, Mr. Vomberg, interviewed employees to determine their work history and how to place them. AX F-134.[25]

Supervisors

Butler employed Antonio Mendez and Omar Lopez as supervisors. A roll sheet listing which employee worked each ride, listed both Mr. Mendez and Mr. Lopez as supervisors. AX G-4. In 2013, Butler had employed Mr. Mendez for 12 years, and Mr. Mendez had been a supervisor for six years. AX F-137; AX F-075. Multiple employees stated they reported to their supervisor—Mr. Mendez. AX F-009; AX F-016; AX F-086. In that role, he walked around to make sure employees were doing their jobs, dealt with customer complaints, responded to ride operators when something was broken, and filled out the ride roster. AX F-075. Mr. Mendez was the general manager's "left hand," and a supervisor.[26] Antonio Mendez gave WHIs the tour, a roll which, in Ms. Aguilar's experience, supervisors typically assume. HT 61.

Butler also employed Omar Lopez as a supervisor. Mr. Lopez worked under Benny Hill—who was in charge of Kiddie Land. AX F-137. Like Mr. Mendez, Mr. Lopez filled out the ride roster. AX F-075. Mr. Lopez supervised 16 employees, and in their statements multiple employees confirmed Mr. Lopez was their supervisor and told them when to start each day. AX F-059; AX F-028; AX F-101; AX F-114.

Shop workers

Butler employed Jaime Hernandez and Felipe Villegas as shop workers. These employees exclusively worked in the "shop" (or "spare parts trailer") cleaning parts and supplies, welding, doing inspections, and repairing rides. AX G-3, AX F-137[27], AX F-123, AX F-134, and AX F-022. Ms. Aguilar visited the shop—an enclosed area, with parts and grease, like a repair shop—where Mr. Hernandez and Mr. Villegas indicated they worked all day. HT 60 at 18-22. Previously Mr. Villegas operated rides, but for the last two years he had exclusively worked in the shop. AX F-123. He worked when the fair was open—on average 38 to 40 hours for $395 a week. *Id.*[28] He did not have a timecard, but Mr. Mendez recorded his hours. *Id.* To receive his pay, he signed the pay slip which

[25] WHI Miljoner's notes from a meeting with Bill Truax and Antonio Mendez on April 23, 2013.
[26] "My left hand I guess would be Antonio Mendez. He's been coming here for 12 years. He's in charge of the spectaculars; he's the supervisor." AX F-137
[27] Carrie Aguilar's notes from a meeting with Kurt Vomberg's on April 23, 2013.
[28] Mr. Villegas' first day working in 2013 was February 2, 2013. RX 26 at 20. The following week he worked 38 hours, but was only paid $320 dollars. RX 26 at 56. For the rest of the time in question, he was paid $395 weekly. RX 26.

the office kept. *Id.* Mr. Villegas had a company shirt, but stated "for me it is not necessary to have a company shirt."[29] *Id.* Based on Jamie's [Jaime] work history, the general manager placed him as a machinist. AX F-134.

Drivers

Butler employed Saul Estadillo,[30] Sergio Guzman, Jose Ivan Ortega,[31] Gustavo Gamero, and Fernando Preza as truck drivers. The CDL [Commercial Driver's License] drivers only drove tractor trailers; they did not operate rides. AX F-137. Ms. Aguilar observed the semi-trucks arriving and other WHIs interviewed the drivers and confirmed the trucks were "semi-trucks." HT 60 at 22-25.

Multiple records refer to these H-2B employees as drivers. For example, two handwritten notes in Butler's payroll records list: Jose Ivan [Ortega], Sergio Guzman, and Fernando Preza as drivers who were all paid $500 for the week ending April 7, 2013, in Yuma.[32] RX 26 at 771 and 792. A payroll spreadsheet for "Butch's Unit" lists Jose Ivan, Fernando Preza, and Sergio Guzman as drivers. RX 26 at 793. While Saul Estadillo and Gustavo Gamero are not listed as drivers, the pay slips regularly showed that they did not work on weekends—which were the longest and busiest days for ride operators, and also typically days the drivers would not transport rides. *See* RX 26. When the fair stopped for longer periods, the drivers would do maintenance. AX F-130.

Saul Estadillo worked for Employer as a driver for three years and drove the trailers[33] with rides, but not the vans. AX F-041. Due to Department of Transportation regulations, he did not drive more than 10 hours per shift and kept a transportation logbook of his hours, which ranged from 20-60 hours per week. *Id.* His pay was the same regardless of his hours, and he did not wear a uniform. *Id.* When he was not driving, he inspected the trailer truck and was on standby for whatever the manager needed. *Id.*

Jose Ivan Ortega drove semi-trucks to transport the rides; he did not drive the vans to transport people. AX F-078. He drove a maximum of 10 hours per shift, and his hours varied—sometimes he worked up to 60 hours a week, and sometimes he only worked two days. AX F-078. He kept his hours driving in a logbook, which he submitted to Butler. *Id.* Employer provided the truck and paid for "diesel, tires, etc." *Id.* He lived and slept in his semi and the company did not charge him for his living accommodations." AX F-079.

Unreliability of Employer's Payroll Records

Employer argued the Administrator ignored evidence that the nine employees worked fewer than 40 hours per week during the period under investigation, and that the Administrator should

[29] Mr. Villegas did not need to wear the company uniform, which strongly suggests that he had few or no interactions with the public as a Recreation Attendant. Rather his duties were exclusively related to working in the repair shop as a mechanic.
[30] His name is sometimes spelled Estudillo.
[31] He is sometimes referred to as Jose Ivan.
[32] The note did not include the year 2013, but is reasonable to assume it was 2013 because Butch's unit was in Yuma during that time period in 2013.
[33] Mr. Estadillo referred to the vehicles he drove as trailers. It is not clear whether these are distinct from the "semi-trucks" to which Mr. Ortega referred.

have calculated back wages based on actual hours worked. The Administrator found Employer's payroll records did not represent the hours H-2B workers actually worked, and concluded the dollar amounts on the pay slips were likely accurate, but the documented hours were unreliable.

Employer submitted 1,132 pages of payroll records and photocopied pay slips. RX 26. Accompanying these records Respondents submitted their own summary of the hours that each of the nine employees worked.[34] RX 45 and 46.

The errors in Respondents' payroll records (as well as errors in the summary exhibit, RX 45) make both documents unreliable. The submitted pay slips omitted amounts paid, contained duplicate pay slips for the same person for the same period, and were inexplicably missing records for some employees. For example, for the week of February 24 to March 3, Respondents recorded that Fernando Preza worked 37 hours, but no pay was documented. RX 26 at 313. Additionally, records are missing for several of the nine employees. For example, Mr. Gamero, Mr. Guzman, Mr. Preza, Mr. Ortega, and Mr. Estadillo had no pay slip with hours for April 1 to April 7.

There were also duplicate pay slips that could not be reconciled.[35] For example, for March 25 to March 31, there were duplicate pay slips for Mr. Estadillo.[36] The first pay slip indicated Mr. Estadillo worked 17.5 hours and the second indicated he worked 38.5 hours. RX 26 at 798 and 816. The pay slips show different hours and breaks for the same days. *Id.* Both records show that on Wednesday, March 27, he worked from 9 am to 5 pm. *Id.* On the first timesheet, during that period he worked for 6 hours and took 2 breaks. RX 26 at 798. On the second timesheet during that same time period he worked 5.5 hours and took 2.5 breaks. RX 26 816. These records cannot be reconciled; one is accurate and the other is not, but we have no means of determining which is accurate. Additionally, it is unclear which—if any—of the hours on other days are duplicative.

During the same period, March 25 to March 31, there are duplicate pay slips for Mr. Gamero. The first pay slip indicated Mr. Gamero worked 17.5 hours and the second indicated he worked 17 hours. RX 26 at 811 and 820. While the discrepancy is small, again there is an irreconcilable error. Both records show that on Tuesday, March 26, he worked from 9 am to 5 pm. *Id.* On the first timesheet, during that period he worked for 6.5 hours and took 1.5 breaks. RX 26 at 811. On the second timesheet during that same time period he worked 6 hours and took 2 breaks. RX 26 820. Again, there is no way of determining which pay slip is accurate.

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[34] RX 45 cites page numbers above 1132 (for example: 001216, 001217, 001218) unfortunately, these pages were not included in any exhibit. RX 26 ends at 001132 and RX 1 begins at 001236. Additionally, the last 21 pages of RX 26 are spreadsheets with cut-off names and locations. Because the pages are cut-off it is unclear how the names fit with locations and dates.

[35] For the week of March 11 to March 18, there were duplicate pay slips for Mr. Villegas, but both pay slips indicated the same number of hours and it was likely an inadvertent duplicate photocopy. RX 26 at 480, 490.

[36] Respondents' summary of the hours lists them under the wrong week (March 18-24). RX 45. Respondents' counsel argued the Administrator could have gone through the pay slip records and used this reference guide with citations to look up the actual hours worked. Unfortunately, this error—as well as references to records that were not included in the RX 26—appears to occur for all nine employees. Given the shortcomings of the reference exhibit (RX 45) combined with the actual errors in the pay slips and missing records (RX 26), the Administrator reasonably decided to calculate back wages using a 40-hour week the Employer attested to in ETA 9142B. AX C.

Finally there are conflicting records for Mr. Lopez from April 1 to 7. RX 26 at 836 and 849. A payroll spreadsheet summarizing employee hours shows that Mr. Lopez worked 38 hours for the week ending April 7, 2013. RX 26 at 849. Yet his pay slip for that same period shows that he worked 35.5 hours. RX 26 at 836. Again, there is no way of determining which record is accurate.

In the summary exhibit, RX 45, Respondents referred to pages that were not included in the exhibit, attributed hours to the wrong pay periods, and made questionable conclusions regarding employee duties. For example, RX 45 attributes 19 hours and 17.5 hours to Mr. Preza for the week of March 18 to March 24, but Mr. Preza actually worked 17.5 hours the week of March 25 to March 31. Additionally, without any supporting evidence, the summary stated during March 18 to 24, Mr. Preza and Mr. Ortega did not work as drivers. RX 45 at 1. The payroll summary that Respondents reference is actually for April 1 to 7, and it does not reference Mr. Preza or Mr. Ortega at all. RX 26 at 847. The omission of these workers on one payroll spreadsheet among a disorganized selection of payroll records is not sufficient to show they were not working as drivers that week. Additionally, Respondents state Mr. Gamero and Mr. Estadillo did not work as drivers the week of April 8 to 14 because on the payroll sheet it does not say "driver" next to their names. RX 45 at 2; RX 26 at 1036. I find the mere absence of a "driver" annotation insufficient to prove Mr. Gamero and Mr. Estadillo were not working as drivers that week.

Finally, although it is outside of the period of investigation, a payroll summary for late April says "see log" for the hours for drivers. RX 26 at 1091. Employees who drove the trucks could not drive more than 10 hours per shift and kept driver logs. AX F-135. These logs might have shown an accurate accounting of the time spent driving, but Respondents did not produce them.

Administrator did not credit the hours documented on Respondents' pay slips because it suspected the hours were inaccurate. Based on my review of the employee interviews and the pay slips, I find this decision reasonable. Administrator reasonably reconstructed hours worked based on the attestation in ETA Form 9142B rather than relying on incomplete and questionably accurate pay slips.

Weekly Wages Paid the Nine Employees

According to the payroll records for Butch's Unit, Respondents paid the nine H-2B workers as follows for the week ending on April 14, 2013, in Maricopa (AX E):

H-2B Employee Name	**"Gross"**
Saul Estudillo (Estadillo)	$500
Jaime Hernandez	$475
Gustavo Gamero	$500
Sergio Guzman	$500
Omar Lopez	$525 (minus $40 in "draws")
Antonio Mendez	$745 (minus $100 in "draws")
Jose Ortega (Jose Ivan Ortega)	$500
Fernando Preza	$500
Felipe Villegas	$395

All nine employees except Mr. Jose Ivan Ortega arrived by February 2, 2013. RX 24. Mr. Ortega arrived February 11, 2013. *Id.* at 3. All nine employees received a consistent weekly wage during the period of investigation, with the exception of Mr. Felipe Villegas and Mr. Hernandez. *See generally* RX 26. A pay slip for the pay period from February 4, 2013, to February 10, 2013, shows that Mr. Villegas worked every day for a total of 38 hours, but only received $320 dollars for the week, and a paystub for Mr. Hernandez during the same time period shows he worked 38.5 hours, but only received $320. RX 26 at 53, 56. In subsequent weeks, Mr. Villegas and Mr. Hernandez were consistently paid a weekly wage of $395 per week. *See generally* RX 26. To calculate the back wages, the Administrator credited Respondents as having paid $395 and $475 for 11 weeks for both workers; however, Respondents owe Mr. Villegas and Mr. Hernandez an additional $75 and $155, respectively, for the pay period from February 4, 2013, to February 10, 2013.[37] AX I-3.

Location of the Employees

Based on the pay slips it is reasonable to conclude that during the period of investigation all nine employees traveled from Riverside County, to Maricopa County, to Yuma County, to Santa Barbara County. RX 26 and 27.

WHD Determination

On February 6, 2018, the Administrator issued the Determination Letter finding that Respondents substantially failed to comply with the requirement to provide proper job classification information on the Form 9142 and DHS Form I-129. RX 19. Specifically, the Administrator found that Respondents "placed workers in occupation(s) other than listed on the I-129 Petition or the 9142 Application." *Id.* The Administrator based the finding on the substantive provisions of the 2008 H-2B regulations and the procedural provisions of the 2015 H-2B regulations, and determined that Respondents violated Attestation #13 and 20 C.F.R. § 655.22(n) (2009) as well as the Form I-129's part 5, question 1. *Id.* The Administrator asserted that $24,987.60 in back wages were due, and assessed $10,000 in civil money penalties. *Id.* On February 28, 2018, Respondents contested finding and remedies of the Determination Letter and requested administrative review. AX K

Regulatory Framework

On March 4, 2015, the United States District Court for the Northern District of Florida vacated the DOL's 2008 H-2B regulations and enjoined the DOL from enforcing these regulations. *Perez v. Perez*, No. 3:14-cv-00682, slip op. at 7-8 (N.D. Fla. Mar. 4, 2015). On April 29, 2015, DOL and DHS jointly issued an Interim Final Rule ("the 2015 H-2B regulations"). *Temporary Non-Agricultural Employment of H-2B Aliens in the United States*, 80 Fed. Reg. 24,042 (Apr. 29, 2015). The effective date of the district court's injunction was April 30, 2015. On August 28, 2015, the plaintiff in *Perez* filed an unopposed motion to clarify that the *Perez* injunction "was not intended to deprive DOL of its authority to enforce compliance with the substantive work terms contained in labor certifications issued pursuant to the 2008 Regulation prior to the entry of the Court's permanent injunction." The plaintiff argued that "[a]n injunction invalidating the work terms of previously issued labor certifications would be tantamount to giving employers *carte blanche* to mistreat U.S. and foreign workers and to ignore the sworn promises they made in order to obtain the right to import

[37] $395 - $320 = $75 (Mr. Villegas) and $475 - $320 = $155 (Mr. Hernandez).

foreign workers … ." The court granted the plaintiff's motion and clarified that "the permanent injunction was not intended to, and does not, apply retroactively." ("*Perez* Clarifying Order").

In other words, the *Perez* injunction does not apply retroactively to preclude enforcement actions of labor certifications that were issued pursuant to the 2008 H-2B regulations prior to the injunction's effective date of April 30, 2015. *See also Adm'r v. Drew's Lawn & Snow Serv., Inc.,* No. 2017-TNE-00001, slip op. at 3 (ALJ Apr. 10, 2018) ("DOL may enforce the [2008 H-2B regulations] for labor certifications issued before the injunction took effect…."). Here, Respondents' labor certification was issued before April 29, 2015, and therefore the *Perez* injunction does not preclude enforcement of the 2008 H-2B regulations. *See Order Denying Summary Decision*, November 14, 2018.

The 2015 H-2B regulations provide that with respect to determinations to enforce provisions of the job order or provisions under 8 U.S.C. § 1184(c), the procedures and rules contained in 29 C.F.R. § 503, Subpart C "will apply regardless of the date of violation." 29 C.F.R. § 503.40(b).

Legal Standard

This matter is governed by the Rules of Practice and Procedure for Administrative Hearings Before the Office of Administrative Law Judges, found at 29 C.F.R. Part 18. 29 C.F.R. § 503.44(a). The standard of review for this matter is de novo as stated in this Court's May 2, 2019 Order Following Prehearing Conference.

I. ISSUES IN DISPUTE

The matter presents the following disputed issues:

1. **Does the doctrine of laches preclude liability if the Administrator unjustifiably delayed filing the determination letter to the prejudice of Respondents?**

Respondents' argument that the equitable doctrine of laches precludes liability fails. Respondents contend the enforcement action should be dismissed because the Administrator's delayed prosecution substantially prejudiced Respondents. RPB 24. Respondents allege the Administrator allowed the case to languish for well over five years without explanation before filing a determination letter. *Id.* 24-25. Respondents claim they no longer employ anyone from the management team for the implicated Butch's Unit, and thus could not refute the Administrator's case. *Id.* at 25. Although Ms. Aguilar interviewed one of the managers, Respondent's claim without a witness statement, the manager's statements are "filtered through Ms. Aguilar's bias." *Id.* Additionally, Respondent's argue that six of the nine nonimmigrant employees no longer work for Employer. *Id.* Finally, Respondents' claim they lost many of their files during a move, and the 2008 H-2B regulations only require them to retain files for three years. *Id.*

Administrator—citing *United States v. Ruby Co.*, 588 F.2d 697, 705, n.10 (9th Cir. 1978)—argued that traditionally the doctrine of laches is not available against the government, but even if it were, Respondents must meet the standard for estoppel and make a showing of affirmative

misconduct. *See* Administrator's Opposition to Respondents' Amended Motion for Summary Judgment, July 25, 2018; *see also Ruby*, 588 F.2d at 705, n.10.[38]

Discussion

Laches is an equitable defense that may apply when a plaintiff "unreasonably delays in filing a suit and as a result harms the defendant." *Nat'l R.R. Passenger Corp. v. Morgan*, 536 U.S. 101, 122 (2002). The doctrine "requires proof of (1) lack of diligence by the party against whom the defense is asserted, and (2) prejudice to the party asserting the defense." *Costello v. United States*, 365 U.S. 265, 282 (1961). Further, "laches is not a doctrine concerned solely with timing. Rather, it is primarily concerned with prejudice." *In re Beaty*, 306 F.3d 914, 924 (9th Cir. 2002).

The traditional rule is that the doctrine of laches is not available against the government in a suit to enforce a public right or protect a public interest. *United States v. Ruby Co.*, 588 F.2d 697, 705, n.10 (9th Cir. 1978); *but cf. Occidental Life Ins. Co. of California v. E.E.O.C.,* 432 U.S. 355, 383 (1977), (noting in dicta, "discretionary power to locate a just result in light of the circumstances peculiar to the case can also be exercised when the EEOC is the plaintiff.") Courts have applied the doctrine of laches against the government in three limited circumstances: (1) "only the most egregious instances;" (2) when there is no statute of limitations to confine suits; and (3) to distinguish cases in which the government is suing on behalf of private parties for private rights. *See Cayuga Indian Nation of N.Y. v. Pataki*, 413 F.3d 266, 279 (2d Cir. 2005).

In dicta, the Ninth Circuit stated if the doctrine were to apply against the government, like the "analogous estoppel situation," the party asserting the defense must show "affirmative misconduct." *Id.* Affirmative misconduct in the context of estoppel "must be more than negligence" and "mere unexplained delays." *Jaa v. U.S. I.N.S.*, 779 F.2d 569, 572 (9th Cir. 1986).

Here, on March 22, 2013, Wage and Hour Inspector—Ms. Carrie Aguilar—notified Respondents she would inspect their operations to determine compliance with the H-2B program. AX A-1. WHD investigated Respondents' on-site operations in Santa Barbara, California on April 23 and 24, 2013. AX F. On November 22, 2013, Ms. Aguilar made a recommendation assessing back wages and CMP to remedy Respondents noncompliance with the H-2B program. RX 14 at 1; HT 75-77. Between February 2014 and early 2018 there was no communication between WHD and Respondents. *See* HT 94. On February 6, 2018, WHD issued a final determination letter alleging Respondents' noncompliance with the H-2B program and assessing back wages and CMP. RX 19.

Here, none of the circumstances to apply laches to the government exist, and Respondents did not show affirmative misconduct. First, a delay of approximately four to five years was not egregious. *Cf. Cayuga Indian Nation of N.Y.*, 413 F.3d at 279 (holding that a suit based on events that occurred 200 years ago was egregious). In its 2008 H-2B regulations, the Department of Labor initially contemplated a document retention period of five years before adopting a three-year policy to avoid unnecessarily burdening small businesses; finding an "unnecessary burden" falls far short of egregious.[39] Second, the government issued the final determination within the applicable catch-all statute of limitations—while adhering to a statute of limitations is not dispositive, the applicability of

[38] Administrator did not address the issue in its post hearing brief. *See* Administrator's Post Hearing Brief, July 23, 2019.
[39] 73 Fed. Reg. 245, 78,023.

a statute of limitations removes the justification for imposing the doctrine against the government. 28 U.S.C. § 2462; *See Cayuga Indian Nation of N.Y.*, 413 F.3d at 279. Third, the Administrator acted to protect the public interest and certify compliance with the H-2B program—which aims to ensure that employing foreign workers will not adversely affect the wages and working conditions of similarly employed U.S. workers. *See Cayuga Indian Nation of N.Y.* at 279; *see also* 8 U.S.C. 1101(a)(15)(H)(ii)(b); 8 U.S.C. 1184(c)(1). Although Respondents would owe back wages to individual employees, the U.S. intervenes in the public interest to enforce compliance.

Finally, Respondents did not show affirmative misconduct, which must be more than mere negligence or unexplained delay. *See Jaa*, 779 F.2d at 572. As stated at the hearing, WHD did not communicate with Respondents for four years and delayed issuing the Final Determination because the H-2B program was in an unsettled state. HT 166-167. The H-2B program enforcement was interrupted by various court cases outside of WHD's control. HT 167 at 9-11. The Administrator did not engage in misconduct, but rather an understandable delay due to pending litigation.

Furthermore, even if the standard rule for the doctrine of laches defense applied, Respondents still would not prevail because they failed to show unreasonable delay due to lack of diligence and prejudice. *See Costello*, 365 U.S. at 282. As stated above, the Administrator delayed because of pending litigation outside of its control. Respondents argue they were prejudiced because (1) they no longer employ anyone from the 2013 management team and six of the nine employees are no longer with Butler; (2) the manager's statements are "filtered through Ms. Aguilar's bias" because they could not take witness statements; and (3) they claim they lost many of their files during a move. RPB at 24.

Regarding Respondents' first and second objections, the witness statements that WHI took are primarily dictated, neutral notes describing Employer's operations. Based on the recorded language there was very little editorializing. For example, Kurt Vomberg's witness statement is written in the first person and states, "my right hand is Bill Truax…my left hand I guess would be Antonio Mendez. He's been coming back for 12 years." Mr. Vomburg's voice and straightforward answers to WHI's questions come through. AX F-137. There is no evidence of argumentation or editorializing in the witness statements. Additionally, WHD asked the H-2B employees to give written statements, which were later translated. AX F. Thus, the statements were not filtered through WHI's "biases." Generally, the Administrator was similarly prejudiced by its inability to follow up with employees to clarify their responses. Regarding Respondents' third objection, they made a vague assertion that they lost documents in a move but did not state which documents were lost. Furthermore, the Administrator gave Respondents no reason to believe that they had dropped the case. After corresponding with WHD and receiving notice of potential back wages and CMPs due, Respondents had a responsibility to maintain their own records for their defense at least until the statute of limitations passed. *See* 28 U.S.C. § 2462.

Finally, Respondents cite to *Logan v. Zimmerman Brush Co.*, 455 U.S 422 (1982) for support. RPB 24. In *Logan*, the appellant was fired and filed a timely state employment discrimination complaint. *Logan*, 455 U.S. 426. After the responsible state agency failed to convene a fact-finding conference within the statutorily-mandated time-frame, the Illinois Supreme Court held that the state agency could not convene a conference because it failed to do so within the allotted time, thus denying appellant an opportunity to be heard. *See Logan*, 455 U.S. 426. The Supreme Court reversed stating "the Due Process Clause grants the aggrieved party the opportunity to present his case and have its merits fairly judged." *Id.* at 433. The Court held the 14th Amendment required the state to

grant appellant a hearing "appropriate to the nature of the case" at a meaningful time and in a meaningful manner. *Id.* at 437. Here, unlike *Logan* where the appellant was denied a hearing, Respondents have been heard. Furthermore, the hearing is still within a "meaningful time" because nothing has occurred that would render the outcome of the hearing irrelevant. *Logan* provides no additional support for Respondents' argument that the doctrine of laches precludes liability.

Respondents did not show that the doctrine of laches should apply to the government in this case. Furthermore, Respondents failed to show the Administrator engaged in an unreasonable delay, or that they have been prejudiced the delay. Thus, I rule the doctrine of laches does not preclude liability here.

2. Did Respondents violate 20 C.F.R. § 655.22(n) (2009) when they compensated nine nonimmigrant workers as recreation and amusement attendants who were not performing recreation and amusement attendant job duties during the 2013 season?

For the reasons stated in this Court's November 14, 2018 Order Denying Summary Decision, the Department of Labor's 2008 H-2B regulations apply substantively, and the 2015 H-2B regulations apply procedurally. Respondents submitted the operative labor certification application under the 2008 H-2B regulations, and the enforcement of Respondents' obligations under those regulations is not foreclosed by the promulgation of new regulations or the *Perez v. Perez,* No. 3:14-cv-00682, slip op. at 7-8 (N.D. Fla. Mar. 4, 2015) injunction. The 2015 H-2B regulations provide that with respect to determinations to enforce provisions of the job order or provisions under 8 U.S.C. § 1184(c), the procedures and rules contained in 29 C.F.R. § 503, Subpart C "will apply regardless of the date of violation." 29 C.F.R. § 503.40(b). Thus, the 2008 H-2B regulations apply substantively, and the 2015 rules apply to procedural issues.

Did Respondents substantially fail to comply with the 2008 Rules?[40]

In 2008, the DOL proposed and instituted an attestation-based filing system for the H-2B program to reduce application "processing times while maintaining program integrity."[41] RX 76 at 17. The "information and attestations on the application form" were to provide the Department with "the necessary assurances … to initially verify program compliance." *Id.* The Department would further confirm compliance with audits. *See* 20 C.F.R. § 655.24.

An audit can identify three types of violations: (1) a willful misrepresentation of a material fact on a petition, (2) a substantial failure to meet any conditions of the labor certification or DHS Form I-129, or (3) a misrepresentation of a material fact to the State Department on a visa application. *See* 20 C.F.R. § 655.60. Here, the Administrator alleged that Butler substantially failed to meet conditions of the labor certification application. *See* APB 14 at 15-20. For this type of

[40] In the prehearing conference call, Respondents presented for hearing the questions: *Did Respondents willfully misrepresent its application or substantially fail to comply with the 2008 Rules?* And *"Did Respondents willfully misclassify certain H-2B workers in knowing and substantial violation of the 2008 rules?"* Because the Administrator did not allege a willful misrepresentation of a material fact on Respondents' petition under 20 C.F.R. § 655.60(a), I do not address the misrepresentation issues.
[41] *Lab. Certification Process and Enf't for Temp. Em't in Occupations Other Than Agric. or Registered Nursing in the US (H-2B Workers); Final Rule*, 73 Fed. Reg. 245, 78,035. (December 19, 2008) (Codified at 20 C.F.R. §§ 655 and 656.)

violation, the Administrator determines whether the employer has "substantially failed to meet any of the conditions of the labor certification application attested to as listed in § 655.22, or any of the conditions of the DHS I-129, Petition for a Nonimmigrant Worker for an H-2B worker in 8 CFR 214.2(h). 20 C.F.R. § 655.60(b).

Substantial failure in the context of the 2008 H-2B regulations means a knowing failure or reckless disregard whether conduct was contrary to Section 214(c) of the INA, or this subpart [20 C.F.R. 655 Subpart A], which results in a significant deviation from the terms and conditions of the labor condition application or the DHS I-129. *See* 20 C.F.R. § 655.65(d)-(e); *see also* 8 U.S.C. § 1184(c)(14)(A)). A substantial failure violation occurs after the workers are in the U.S. RX 40 at 18.

The INA defines substantial failure as "the willful failure to comply" [with this section which] constitutes a significant deviation from the terms and conditions of a petition."[42] 8 U.S.C. § 1184(c)(14)(D). The 2008 H-2B regulations define "willful failure" as a "knowing failure or a reckless disregard with respect to whether the conduct was contrary to sec. 214(c) of the INA, or this subpart. See *McLaughlin v. Richland Shoe Co.*, 486 U.S. 128 (1988); see also *Trans World Airlines v. Thurston*, 469 U.S. 111 (1985)."[43] *See* 20 C.F.R. § 655.65(e).

Section 655.65(e) references *McLaughlin v. Richland Shoe Co.*, 486 U.S. 128 (1988) and *Trans World Airlines v. Thurston*, 469 U.S. 111 (1985) for guidance on "willful failure." Under this standard, "willful" refers to conduct that is "voluntary," "deliberate," or "intentional," and "not merely negligent." *McLaughlin v. Richland Shoe Co.*, 486 U.S. at 133. A violation is willful if the employer "either knew or showed reckless disregard for the matter of whether its conduct was prohibited." *Id.* An act is not "willful" if the employer simply knew potential violations were "in the picture." *Trans World Airlines, Inc. v. Thurston*, 469 U.S. at 127.

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[42] Section 214(c)(l4) of the INA states that if DHS finds "a substantial failure to meet any of the conditions of the petition to admit . . . a nonimmigrant worker under [8 U.S.C. § 1101(a)(l5)(H)(ii)(b)] or . . . a willful misrepresentation of a material fact in such petition," it may impose such administrative remedies, including civil monetary penalties, as it determines to be appropriate. 8 U.S.C. § 1184(c)(14)(A). The statute continues: "In this paragraph, the term 'substantial failure' means the willful failure to comply with the requirements of this section that constitutes a significant deviation from the terms and conditions of a petition." 8 U.S.C. § 1184(c)(14)(D). In addition, "the highest penalties shall be reserved for willful failure to meet any of the conditions of the petition that involve harm to United States workers." 8 U.S.C. § 1184(c)(14)(C).

[43] Although the definition of "substantial failure" is unclear from merely examining the regulations, it is logical to assume that Section 655.65(d)-(e) defines "substantial failure" in Section 655.60(b). Section 655.65, "Remedies for Violations," define "substantial violation" and "willful" as follows:

> (d) Substantial failure in paragraph (b) of this section shall mean a willful failure that constitutes a significant deviation from the terms and conditions of the labor condition application or the DHS Form I–129, Petition for a Nonimmigrant Worker for an H–2B worker or successor form.
> (e) For purposes of this subpart, "willful failure" means a knowing failure or a reckless disregard with respect to whether the conduct was contrary to sec. 214(c) of the INA, or this subpart. See *McLaughlin v. Richland Shoe Co.*, 486 U.S. 128 (1988); see also *Trans World Airlines v. Thurston*, 469 U.S. 111 (1985).

20 C.F.R. § 655.65 (2009). Section 655.65(d), states that "substantial failure in paragraph (b) of *this section* shall mean . . ." but paragraph (b) of "this section" does not mention "substantial failure." *See* 20 C.F.R. § 655.65(b) (2009) (discussing the remedies for termination by layoff). However, because no other definition is provided, it is logical to assume Section 655.65(d)-(e) defines "substantial failure" for Section 655.60(b), which is within the same subpart.

In *Thurston*, the record showed that the airline acted reasonably and in good faith. *Trans World Airlines v. Thurston*, 469 U.S. at 113. Airline officials met with lawyers, determined that their existing policy violated the Age Discrimination in Employment Act (ADEA), and proposed and adopted a new policy. *Id.* at 129. The Court held that the airline did not show willful or reckless disregard for whether its conduct violated the ADEA. *Id.*

Here, I find the Administrator established that Butler Amusements substantially failed to comply with the 2008 H-2B regulations by employing nine H-2B workers as amusement and recreation attendants (ARA) who did not perform recreation and amusement attendant job duties. These employees were instead employed as drivers, shop workers, and supervisors of amusement and recreation attendants. AX F.

Respondents Showed Reckless Disregard for Whether They Were in Compliance with the INA

Employer acted with reckless disregard for whether it was in compliance with the INA and its implementing regulations by ignoring the regulations and instructions accompanying the temporary employment certification application and employing nine H-2B workers outside of its job certification. At the hearing, Mr. Brajevich admitted he had never read or referenced the 2008 H-2B rules. HT 347.

As stated above, Employer has participated in the H-2B program since 2000. HT 274 at 6. On December 17, 2012, Employer submitted an Application for Temporary Employment for 246 nonimmigrant employees to work as "Recreation and Amusement Attendants. AX C-1. Employer stated it had a temporary need for employees from February 1, 2013, to October 31, 2013 to "perform a variety of attending duties at amusement facility (traveling carnival). Set up, tear down operate amusement rides, food concessions and/or games." AX C-3. During a WHD investigation in the spring of 2013, WHD found Respondents substantially failed to meet conditions of the labor certification application by employing five H-2B workers as drivers, two H-2B workers as shop workers, and two H-2B workers as supervisors.

The Administrator argued "[t]he H-2B program does not permit an employer to advertise and solicit for one job but actually employ nonimmigrant workers to perform a different job." APB 15 at 11-13. Respondents countered that given the lack of guidance, the Administrator failed to show that Respondents willfully or recklessly disregarded its obligations under the H-2B program. RPB 14.

Respondents Ignored Regulatory Guidance

Respondents' arguments that they did the best they could in the absence of a clear directive and guidance are unconvincing. Respondents' counsel argued that the 2008 H-2B regulations "say nothing about what an Employer must do to stay within their job code." HT 124. Counsel inquired whether there is a "regulatory requirement for how many job tasks…need to be identified" and how Employer could comply when there was not an established rule dictating what it should do. HT 127-129. The regulations and instructions accompanying the certification application provided ample notice and guidance for Employer to comply with the INA and the terms of its certification.

An agency must provide notice of its interpretation of what is prohibited before it may impose penalties. *Gen. Elec. Co. v. U.S. EPA*, 53 F.3d 1324, 1328–29 (D.C. Cir. 1995). But "[i]f, by

reviewing the regulations and other public statements issued by the agency, a regulated party acting in good faith would be able to identify, with 'ascertainable certainty,' the standards with which the agency expects parties to conform," the agency has provided notice. *Gen. Elec. Co.*, 53 F.3d at 1329.

Here, several sections of the 2008 H-2B regulations would have given Employer notice of its obligations. Most importantly, the 2008 H-2B regulations dictated that the employer must truly and accurately state, "the dates of temporary need, reason for temporary need, and number of positions being requested for labor certification…on the application." 20 C.F.R. § 655.22(n). Employer thus should have known that it was supposed to employ the number of ARA workers it had truly and accurately requested.

The content and purpose of the advertising requirements also should have given Respondents notice of the level of specificity required for the job description. Before receiving a temporary labor certification for H-2B workers, an employer must ensure that there are not enough interested and able US workers to fill the positions. *See* 20 C.F.R. § 655.17. Employers must advertise the job with enough specificity "to apprise applicants … where [they] will likely have to reside to perform the services or labor" and describe the "opportunity (including the job duties) … with sufficient detail to apprise applicants of services or labor to be performed …" as well as, "[t]he job opportunity's minimum education and experience requirements…." 20 C.F.R. § 655.17. Furthermore, the job description in the advertisement and the temporary employment certification application had to be similar because employers cannot place "less favorable" job requirements on U.S. workers. 20 C.F.R. § 655.17.

Employer stated workers would "perform a variety of attending duties at amusement facility (traveling carnival). Set up, tear down operate amusement rides, food concessions and/or games." AX C-3. Employer should have known it was to describe the job duties with enough specificity to apprise workers of the labor to be performed, but despite its representations on the temporary employment certification, it placed workers in positions where they were supervising other employees, exclusively driving semi-trucks, or working in a repair shop—all duties which were not listed on ETA Form 9141, 9142B, or the I-129.

Sections 655.20 and 655.34(b) also should have put Employer on notice that its strategy of concentrating duties to promote efficiency violated the 2008 H2-B regulations. *See* HT 353. Section 655.20 (d) allows "certification of more than one position on the application as long as all H–2B workers will perform the *same services or labor* on the *same terms and conditions,* in the *same occupation*…." (italics added). Section 655.34(b) states "[a] temporary labor certification is only valid for the …specific services or labor to be performed…." 20 C.F.R. § 655.34(b).

Had Mr. Brajevich read the regulations, these requirements would have put Employer on notice that all workers within a certification should perform the same labor, under the same conditions, and in the same occupations and that the certification was only valid for the services or labor specified in the application. Employer's strategy to "just put [workers] wherever we can get them to be efficient," was expedient, but clearly violated this explicit requirement. HT 353. Employer took advantage of this provision by submitting a temporary employment certification for 246 workers, and then showed reckless disregard for complying with the statute and regulations when it did not review the implementing regulations and employed some of its certified H-2B workers exclusively in occupations outside of the certification.

Respondents ignored instructions on the temporary employment certification application

Even though Mr. Brajevich did not read the 2008 H-2B rules, the instructions accompanying ETA Form 9141, 9142B, and the I-129 also informed Respondents of their obligations. Respondents argued the regulations do not specify how a FLSA-exempt employer is to complete ETA Form 9142 of the I-129. RPB at 19. They contend the Administrator has abandoned the practice of issuing opinion letters and prohibited investigators from giving advice in writing. RPB 14. But Respondents seemingly ignored the instructions they did receive with their temporary employment certification.

For example, to enable ETA to make a prevailing wage determination (PWD), Respondents were to "[d]escribe the job duties, in detail, to be performed by any worker filling the job opportunity." RX-4. The instructions stated, "specify field(s) and/or product(s)/industry(ies) involved, any equipment to be used, and pertinent work conditions." *Id.* The duties provided must be specific enough to be classified under a relevant SOC pursuant to the O*Net publication." *Id.* The instructions also directed Employer to indicate the number of employees the H-2B workers would supervise and whether the supervised workers would be subordinates or peers. *Id.* The ETA Form 9142B has similar instructions. RX 6 at 1.

Despite this guidance, Respondents did not include in the description any mention of needing a commercial driver's license, driving a semi-truck to transport rides, working in a repair shop, or supervising other employees. Despite this guidance, Respondents employed H-2B workers in positions dramatically different from the job description used to generate a prevailing wage determination, the position advertised to U.S. workers, and certified for H-2B workers.

Respondents should have submitted separate applications for the various jobs they sought to fill. Instead, Employer exerted minimal effort to comply with the INA and the 2008 H-2B regulations, which demonstrated more than mere negligence, but a reckless disregard for whether its actions violated the statute and regulations. If Respondents had reviewed the regulations and other documents in good faith, they could have ascertained what actions to take to comply. *See Gen. Elec. Co.*, 53 F.3d at 1329.

Did Respondents reasonably or in good faith rely upon professional counsel? Did Respondents reasonably or in good faith believe that they had committed no violation?

Respondents argue that because they relied on an agent with expertise in the H-2B program, they could not have willfully violated the regulations. *See* RPB 8. Respondents cite *McLaughlin* and *Trans World* to support their contention that "employers are entitled to rely upon legal advice and professional agents to properly handle H-2B applications." RPB 8.

This argument is a nonstarter. In the Notice of Proposed Rulemaking, the Department confirmed "[i]n the H-2B program, the agent simply represents the employer in the labor certification process. The employer is ultimately responsible for its obligations under the program…." RX 76 at 17; 73 Fed. Reg. 245, 78035 (December 19, 2008). By signing the Employer's Declaration on ETA Form 9142B, Mr. Brajevich certified the job opportunity was a full-time temporary position and that "[t]he dates of temporary need, reason(s) for temporary need, and number of worker positions being requested for certification has been truly and accurately stated on the application" (Attestation #13). AX C-9. Mr. Brajevich took full responsibility for the accuracy

of any representations made by his agent or attorney and declared under penalty of perjury that he read and reviewed the application and that to the best of his knowledge it was true and accurate. *Id.*

Additionally, Mr. Brajevich testified that Mr. Judkins acted on Butler's authority. HT 276. The RESTATEMENT (THIRD) OF AGENCY, § 2.01 (2006) states "[a]n agent acts with actual authority when at the time of taking action that has legal consequences for the principal, the agent reasonably, in accordance with the principal's manifestations to the agent, that the principal wishes the agent so to act." Thus, Mr. Judkins acted with actual authority and Butler Amusements is bound to the legal consequences of his actions. APB 27.

Unlike the airline in *Thurston*, Respondents did not act reasonably and in good faith. *See Trans World Airlines v. Thurston*, 469 U.S. at 113. Despite adequate notice of their obligations, Butler Amusement made convenient decisions and exerted minimal effort to comply. In *Thurston*, the airline did not just consult counsel, they engaged with the process, and changed their plan of action based on counsel's advice. *Id.* at 129. Consulting counsel is not sufficient to show that one acted in good faith nor is pleading ignorance.

Respondents also argue "an employer may legitimately rely upon the [WHD] agency's affirmative advice or interpretations, as well as failure to issue citations in similar circumstances. RPB 8. Respondents, however, did not cite any advice, interpretations, or a pattern a failure to issue citations to support its argument. I conclude that Respondents did not reasonably rely on counsel and believe they had not committed a violation.

Respondents' reckless disregard resulted in a significant deviation from the terms and conditions of their petition

Respondents' reckless disregard for the regulations and their lack of a good faith effort resulted in a substantial failure to meet conditions of the labor certification. Furthermore, their failure to place workers in ARA positions was a significant deviation from the conditions of the labor certification. On ETA Form 9141 and 9142B, Respondents entered "Amusement and Recreation Attendants – Traveling Carnival" as the job title, 39-3091 as the Suggested SOC (O*NET/OES) code, and Amusement and Recreation Attendants (ARA) as the Suggested SOC (O*NET/OES) occupation title. RX 5 at 1. Under job duties, Respondents represented the H-2B workers would, "[p]erform a variety of attending duties at amusement facility (traveling carnival). Set up, tear down, operate amusement rides, food concessions and/or games." *Id.* Respondents stated no experience, education, training, specific skills, or special licenses were required for the job. RX 5 at 2-3. Additionally, workers in the position would not supervise any other employees and would travel to multiple worksites. RX 5 at 2-3. Employer advertised 250 open Amusement and Recreation Attendants positions, and ETA certified a temporary employment certification for 246 ARA. AX C-1.

As stated above O*NET provided extensive information about any occupation, including ratings of how important certain tasks are to the position. APB 8 at 21-23. For ARA positions the core tasks are: selling tickets; collecting fees; selling refreshments; recording details of attendance, sales, receipts, reservations, or repairs; providing information about facilities; directing patrons, monitoring safety; cleaning rides; staying informed of safety measures. RX 51 at 1.

Respondents insisted that employing workers exclusively in supplemental activities was not a significant deviation from the job certification. HT 134. The O*NET description lists: inspecting

equipment to detect wear and tear and making minor repairs as a supplemental activity. RX 51 at 2. Similarly, an ARA might spend some time maintaining inventories of equipment and assembling and disassembling equipment. *Id.* According to Respondents, because cargo trucks are listed in O*NET as a tool of ARA workers, employing workers to drive semi-trucks was not a significant deviation. RX 51 at 2. Respondents claimed their strategy of concentrating approved duties in a small number of H-2B workers made them more efficient and was acceptable under the H-2B regulations. HT 303-304, 318-319. This argument is unconvincing because none of the nine employees performed the core duties associated with an ARA position, and they rarely performed the supplemental duties. *See* AX F.

The five drivers spent their time almost exclusively transporting rides on semi-trucks. They self-identified as drivers and were listed as drivers.[44] Additionally they slept in their trucks, had commercial drivers' licenses, and kept logbooks to comply with US Department of Transportation regulations. AX F-41, 54, 78, 135. The two shop workers labored solely in the maintenance shop cleaning parts and supplies, welding, doing inspections, and repairing rides. AX G-3, AX F-137, AX F-123, AX F-134, and AX F-022. Mr. Villegas did not need his company shirt because he spent so little time working with the public. *See* AX F-123. Finally the supervisors described themselves as supervisors, and other employees, as well as Butler Amusements' management, corroborated this. AX F-137. The supervisors walked around to make sure employees were doing their jobs, dealt with customer complaints, responded to ride operators when something was broken, and filled out the ride roster. AX F-075. The nine employees did not perform core ARA duties and only minimally performed supplemental ARA duties. RX 51 at 2.

At the hearing, Respondents' counsel asserted that the 2008 H-2B Regulations did not require an Employer to employ H-2B workers only in the job code that was requested. HT 115 at 21-25. This argument seems disingenuous; to allow employers to select a job code, receive a prevailing wage determination, advertise the job to US workers, hire H-2B workers after certifying that no US workers wanted the position, and then employ H-2B workers to perform a different job entirely, undermines the purpose of the INA to protect U.S. workers.

Respondents also argued that new language in the 2012 and 2015 regulations prohibiting placing workers outside of the certified job classification demonstrated that the 2008 regulations did not prohibit the practice. Specifically, counsel questioned Ms. Aguilar, "did you know that 2012 and 2015 [H-2B regulations] actually inserted the language that the Employer may not place someone in a job opportunity not listed on the 9142 application." HT 119 at 14-18. He continued, "[i]f I took the time to show you the preamble language associated with that change, did you know that it was proposed because it didn't exist in the 2008 regulations?" The preambles for the 2012 and 2015 H-2B regulations actually say, the modification "clarif[ies] that an H–2B worker is only permitted to work in the job and in the location that OFLC approves unless the employer obtains a new labor certification. Clarifying language indicates that the requirement existed, but was not explicit. Thus, contrary to Respondents' claim, the requirement is not new. Additionally, language added to clarify the requirement does not excuse Respondents' noncompliance due to ignorance. As shown above, there was ample language in the regulations and guidance to put Respondents on notice of their obligations.

[44] RX 26 at 792, 1036 (Guzman, Ortega, and Preza); RX 26 at 793 (Guzman and Ortega and Preza); RX 26 at 823 (Preza and Ortega).

Respondents failed to advertise the nine positions to US workers and adequately compensate the nine employees. Drivers, shop workers, and supervisors all have different SOC codes and corresponding prevailing wage rates, which are higher than the PWR for ARA. *See* AX J. Because Employer placed these nine employees outside of ARA positions, but paid them as if they were ARA employees, Employer significantly deviated from its certification and owes back wages. RPB 12. Their reckless disregard resulted in a significant deviation from the terms and conditions of their petition. 8 U.S.C. § 1184(c)(14)(D). Thus, Respondents violated 20 C.F.R. § 655.22(n) (2009).

Does the Administrator have an enforceable regulation advising Fair Labor Standards Act-exempt employers how to complete Form ETA 9142 or I-129?

Neither party cited an enforceable regulation specific to FLSA-exempt employers. However, the 2008 H-2B rules apply to all employers whether or not the employer is FLSA-exempt. Furthermore, Employer's FLSA-exempt status does not come into play here. Employer put H-2B workers in jobs outside of the job description on its temporary employment certification. *Compare* AX B *with* AX E and F. Due to its inconsistent and inaccurate timekeeping, WHD had to reconstruct wages based on the 40-hour week Employer described in its ETA Form 9142B and I-129. AX B and D. Employer is exempt from the FLSA under Section 13(a)(3) and thus is not required to maintain timekeeping records. In this case, a lack of reliable time-keeping records disadvantaged Employer. As Ms. Aguilar stated, if Respondents wanted to show the actual hours that employees worked, they needed to keep better records. HT 169. The lack of instructions or guidance for FLSA-exempt employees did not influence Respondents decision to place workers outside of its job certification.

3. To remedy the violations, should Respondents pay $26,955.40 in back wages as calculated by the Administrator?

Respondents owe back wages to the nine employees; however, the Administrator should have used the information in RX 26 and 27 to infer the actual pay and location of the employees. The recalculated back wages are included below.

If the Administrator finds that an employer has not paid wages at the wage level required by § 655.22(e), the Administrator may require the employer to pay back wages. 20 C.F.R. § 655.65(i). Back wages further the purposes of the H-2B program because it reduces the employer's incentive to bypass US workers to hire H-2B workers who are more easily exploited. 73 Fed. Reg. 78,020, 78,047 (Dec. 19, 2008). The Administrative Review Board acknowledges the necessity and authority of the WHD to reconstruct hours worked and payments to determine back wages when the employer's records are unreliable. *Administrator v. Peter's Fine Greek Food, Inc.*, 2014 WL 4966168, *4 (ARB September 17, 2014.)

WHD reconstructed the back wages based on a 40 hours week (temporary employment certification), the itinerary in the temporary employment certification, and SOC job codes for drivers, first-line supervisors, and maintenance and repair workers. AX J; AX I. Respondents argued that the nonimmigrant workers employed as drivers were only drivers for a few hours each week and that the two supervisors and the two machine shop mechanics did not work 40 hours per week in these roles. RX 15 at 2. Additionally, Respondents stated they gave WHD the location information; WHD just had to do the work to reconstruct each employees' location. HT 187.

The Administrator did not rely on Respondents' pay slips because it found the weekly wages on Employer's pay slips credible, but not the hours worked. HT 110; HT 40. Ms. Aguilar opined typed timecards are less reliable than handwritten timecards because the employee does not contemporaneously document when he or she starts and stops working. HT 40. Furthermore, the hours listed on the pay slips did not align with employee accounts. HT 71. For the reasons stated above, I find the pay slip hours were unreliable and could not have been used to reconstruct employee back wages.

Regarding the location of the workers, however, I find that the data in RX 26 is reasonably reliable. To calculate back wages, Ms. Aguilar gave Respondents credit for the weekly salaries documented on various spreadsheets and pay slips. HT 49-51. Butch's Unit traveled from Riverside County, to Maricopa County, and then to Santa Barbara County. RX 27. Three employees—Mr. Ortega, Mr. Preza, and Mr. Villegas—likely traveled to Yuma County and then returned to Maricopa County, while the others remained in Maricopa County. *See* RX 26. Although Ms. Aguilar could have inferred the actual location for most of the nine H-2B workers during the period of investigation, she used the locations listed in the carnival itinerary included in the temporary employment certification. AX C-13; HT 65; HT 99; RX 27. During the hearing, Ms. Aguilar acknowledged the PWR could have been based on just the four counties where Butch's Unit traveled. HT 100. Using SOCs that described the work H-2B workers were actually performing, she used FLC data to determine the rate of pay in each locality. HT 63-64. Ms. Aguilar then averaged the "mean wage (H-2B) values for each of the localities on the itinerary to determine a PWR. HT 69. Based on the hours per week the Employer listed on the temporary employment certification, she then multiplied that wage by 40 hours of work. HT 68. Ms. Aguilar's method for calculating the back wages is sound with the exception of using the projected itinerary to determine the average of the mean H-2B wages. She found Respondents owed the following:

Name	Occupation	Amount Due
Gustavo Gamero	Driver	$3,229.60
Sergio Guzman	Driver	$3,229.60
Jaime Hernandez	Shop Worker	$3,297.80
Saul Estadillo Herrera	Driver	$3,229.60
Omar Lopez	Supervisor	$3,051.40
Antonio Mendez	Supervisor	$574.00
Jose Ivan Ortega	Driver	$2,936.00
Fernando Preza	Driver	$3,229.60
Felipe Villegas Quijano	Shop Worker	$4,177.80
Total Back Wages		$26,955.40

Based on my recalculation of back wages using the mean H-2B wage for each worker as it could be best determined from the locations available in RX 26, I find Employer owes $26,786.00 in back wages. To calculate the back wages, I relied on data from RX 26, AX H, and AX J. I inferred the location and the weekly rate paid from pay slips in RX 26. I based the hourly wage rate on the

FLC wage data in AX J, specifically the mean (H-2B) rate, for the respective location and occupation of the H-2B worker. Table 1 summarizes the back wages Employer owes each employee, and Tables 2 through 10, attached as an Appendix to this Decision, show the calculations for each employee.

Table 1: Summary of Back Wages Owed

Saul Estadillo Herrera	Driver	$3,621.60
Gustavo Gamero	Driver	$3,621.60
Jose Ivan Ortega	Driver	$3,108.00
Fernando Preza	Driver	$3,446.00
Sergio Guzman	Driver	$3,446.00
Omar Lopez	Supervisor	$2,728.60
Antonio Mendez	Supervisor	$308.60
Felipe Villegas Quijano	Shop Worker	$3652.80
Jaime Hernandez	Shop Worker	$2,852.80
	TOTAL:	**$26,786.00**

Does the Administrator have an enforceable regulation that precludes the Respondents from meeting its prevailing wage obligations through non-cash value or facilities? Did the Administrator improperly calculate back wages by failing to include full-value credit for non-cash value or facilities provided to the employees, such as bunkhouses, local convenience travel, in and out of country travel, income taxes, a prepayment plan, variations in the prevailing wage from one location to another, bonuses, reimbursement of employee expenses, and food?

In the 2008 H-2B regulations, "[t]he Department [continued] to permit employers, consistent with the Fair Labor Standards Act (FLSA), to make deductions from a worker's pay for the reasonable cost of furnishing housing and transportation, as well as worker expenses such as passport and visa fees…." RX 76 at 21. Regarding deductions, the 2008 H-2B regulations stated, "[t]he employer must make all deductions from the worker's paychecks that are required by law. The job offer must specify all deductions not required by law that the employer will make from the worker's paycheck. All deductions must be reasonable." 20 C.F.R. § 655.22(g)(1). This regulation applies regardless of FLSA exemptions. *See id.*

Respondents claim they are entitled to credits for providing housing ($1290 to $1555 per employee), local transportation ($581.46 per employee), relocation expenses ($200 per employee), employee taxes ($356 to $1198 per employee), and reimbursement for a prepayment plan because employees did not reach 40 hours a week during the period of investigation. RPB 21; RX 47. Respondents claimed the average value of the mobile housing provided was $134.39 per week and the incidental travel offset was $52.25 per week. RX 31 at 6; RX 35 and 36. Respondents only seek credits for the nine employees to whom they owe back wages. RX 47 at 1; APB 25 at 12-13; HT 331-32.

Respondents cite no authority in support of these credits. Instead they submitted a joint statement signed by employees in 2019 who worked for Employer in 2013. RX 39 at 1. The letter stated the employees received "valuable benefits" such as housing, transportation, food, relocation, visa processing fees, "and so on." *Id.* The letter continues, "I knew that the value of these benefits

meant I receiving more than the prevailing wage and that Butler Amusements would be entitled to receive a credit for paying those expenses because they were paying more than they had agreed to pay." *Id.* I give this statement no weight as I have no context for the circumstances in which it was signed. Notably, there are inconsistencies between this letter, employee statements in 2013, and Respondents' claims for credits. For example, Respondents do not mention taxes or the prepayment plan in the letter, but claim a credit for them for 2013 in RX 47 (Respondents Recalculation of Back Wages with Credits Applied). Additionally, all employee statements in 2013 stated that housing was free and they independently pooled their money for food. *See generally* AX F. Finally "and so on" does not pass muster as a specific valuable benefit to deduct. *See* 20 C.F.R. § 655.22(g)(1)

Respondents are not entitled to any credits. In Respondents' job offer it stated, Employer would make "available mobile housing valued at $125.00 per week" and "transportation from venue to venue and scheduled transportation to laundry, shopping valued at $25.00 per week." RX-1. This language is ambiguous; it is not clear whether employer is deducting this benefit from the worker's pay or providing a free perk. In 2013, all of the employees who lived in the trailers stated that housing was free. AX F. Respondents' temporary employment certification application stated "Employer follows prevailing practices for Traveling Amusement Industry in regards to housing, transportation and weekly salary for workers." AX-C. This statement is also vague; it does not clearly specify all, or any, of the deductions the employer will make. *See* 20 C.F.R. § 655.22(g)(1). Finally, Employer inserted language in an addendum to its ETA Form 9142B "reserving the right to charge a fee for housing and transportation," but this attempt to reserve a deduction just in case fails to comply with § 655.22(g)(1). AX C-12.

Finally, WHD documented that at least two of the drivers did not live in the trailers. AX F. A deduction of $1290 to $1555 per employee for sleeping in a semi-truck cab is unreasonable. *See* 20 C.F.R. § 655.22(g)(1).

4. Should Respondents be ordered to pay $10,000 in civil money penalties for violating 20 C.F.R. § 655.22(n) (2009)?[45]

The implementing regulations contemplate three different bases to assess CMPs. The first concerns an employer's willful failure to pay an employee's wages or willful requirement that an employee pay fees or prohibited expenses, where the Administrator may assess CMPs that are equal to the difference between the amount that should have been paid and the amount actually paid to the worker(s), up to $10,000. 20 C.F.R. § 655.65(a). The second contemplates that the Administrator may make an assessment of up to $10,000 in CMPs for an employer's termination or layoff of an H-2B worker within the designated work period. 20 C.F.R. § 655.65(b). The third dictates that the Administrator may assess CMPs of up to $10,000 for an employer's substantial failure to meet a condition of the Temporary Employment Certification or the DHS Form I-129, a willful misrepresentation in the application, or a failure to cooperate with a Department of Labor ("DOL") investigation. 20 C.F.R. § 655.65(c).

The Administrator's CMP determination shall set forth the reasons for its findings. 20 C.F.R. § 655.70(c)(1). To determine an appropriate CMP, the Administrator "shall consider the type

[45] The Administrator is not seeking debarment.

of violation committed and other relevant factors." 20 C.F.R. § 655.65(g). "[T]he highest penalties shall be reserved for willful failures to meet any of the conditions of the petition that involve harm to United States workers." 8 U.S.C. § 1184(c)(14)(C); 20 C.F.R. § 655.65(g). Under the INA, a "willful failure" means a knowing failure or a reckless disregard with respect to whether the conduct was contrary to Section 214(c) of the INA. 20 C.F.R. § 655.65(e); *see McLaughlin v. Richland Shoe Co.*, 486 U.S. 128, 133 (1988).

In addition to considering the willfulness of the violation, the Administrator may also consider other discretionary factors to determine the CMP, which include but are not limited to the following:

> (1) Previous history of violation, or violations, by the employer under the INA and this subpart, and 8 CFR 214.2;
>
> (2) The number of U.S. or H-2B workers employed by the employer and affected by the violation or violations;
>
> (3) The gravity of the violation or violations;
>
> (4) Efforts made by the employer in good faith to comply with the INA and regulatory provisions of this subpart and at 8 CFR 214.2(h);
>
> (5) The employer's explanation of the violation or violations;
>
> (6) The employer's commitment to future compliance; and
>
> (7) The extent to which the employer achieved a financial gain due to the violation, or the potential financial loss to the employer's workers.

20 C.F.R. § 655.65(g). After the Administrator assesses CMPs, a party may seek an administrative law judge's ("ALJ's") review of the assessment of CMPs. 20 C.F.R. § 655.71(a). The ALJ "may affirm, deny, reverse, or modify, in whole or in part, the determination of the Administrator," with the "reason or reasons for such order" to be stated in the decision. 20 C.F.R. § 655.75(b). This includes independently weighing the mandatory or discretionary factors used to assess CMPs. *Admin. v. Prism Enters. of Cent. Fl.*, ALJ No. 2001-LCA-00008, slip op. at 13 (ALJ June 22, 2001), *aff'd*, ARB Case No. 01-080 (ARB Nov. 25, 2003).

Here, the Administrator assessed a $10,000 CMP for the substantial failure to pay employees for the work they actually performed. RX 19 at 5. Where an employer willfully fails to pay wages, the Administrator may assess CMPs equal to the difference between the amount that should have been paid and the amount of wages actually paid up to $10,000. 20 C.F.R. § 655.65(a). As Administrator found that back wages in excess of $26,000 were owed, per the regulations, it had authority to levy a CMP of up to $10,000.

Based on the mitigating factors, I find that Administrator's assessment of a $10,000 CMP was reasonable. First, although Butler Amusement does not have a history of violations, in its brief, the Administrator convincingly cited other ways in which Employer likely failed to comply with its certification, including incorrect entry and departure dates as well as nearly 400 individuals returning

to Mexico at the end of the season, even though only 187 workers entered. RPB 6 at fn. 3; RPB 15 at fn. 10. Although the Administrator did not charge Employer with these violations, they were documented in Respondents' records and evince a broader lack of adherence to H-2B rules. *See* RX 24 at 1-4; *see also* RX 33 and 34. Thus, the first factor weighs against Respondents.

Although the violation affected just nine employees, the second factor does not mitigate the assessed CMP because the Administrator convincingly argued that the violations were likely not limited to the nine employees in this case. APB 7 at fn. 4. WHD only audited one Butler Amusement crew and the Administrator reasoned that the same practices were used throughout Respondents' operation. *See id.* The Administrator highlighted an additional H-2B employee who Respondents employed as a driver. *Id.* It is likely Butler Amusements committed more similar violations in 2013; however, because these additional violations were not investigated or charged this factor does not weigh for or against Respondents.

Respondents' violation undermined objectives of the INA, thus the third factor favors assessing a large CMP. The Administrator charged Respondents with a substantial failure to comply with their obligations, not a deliberate misclassification. While the Administrator did not allege that Respondents had a history of lying or deliberately misleading the government and is not seeking debarment, the violation is serious. Respondents hired a large number of H-2B workers and through their substantial failure, H-2B workers lost wages and U.S. workers were denied an opportunity to apply to positions as supervisors, shop workers, or drivers. Thus, although the violation was not a willful misclassification, the violation was serious and undermined the objectives of the INA.

The fourth and fifth factors weigh against Respondents. Although they hired a consultant, Respondents put minimal effort into compliance as described above. The fifth factor also weighs against Respondents. Respondents maintain they are not in violation (HT 366 9-16). They seem to believe they should be able to "agree to comply with a scheme, receive the benefit of that scheme, fail to comply with it, and then blame someone else for their noncompliance." RPB 27. The H-2B system relies on employers promising to follow the rules. *Id.* Respondents argued they did not have to employ workers within their job certification and that regulations and guidance do not apply to them because they are FLSA-exempt. Butler Amusements' explanation of its violation is wanting, and its delegation of work to a consultant is insufficient to show a good faith effort.

The sixth factor does not weigh for or against Respondents. Respondents refused to state they would comply in the future because they were unwilling to admit they were out of compliance. HT 364-365. Additionally, based on Mr. Brajevich's testimony, it seemed likely that they not have changed their business practices in response to the Administrator's finding that they committed a violation. *See* HT 363-365. Respondents indicated they would "know how to go forward" based on my ruling, and they would follow the regulations "as spelled out." HT 363 at 8-10. Despite Respondents' ability to find ambiguity where little or none exists, I find it is likely they will comply.

Finally, the last factor weighs against Respondents because they gained financially by using ARA classifications that have lower prevailing wages than the other classifications. Contrary to Respondents' claim, the nine H-2B workers were not "handsomely overpaid." RPB 24. Instead, by placing H-2B workers outside of their job classification, Respondents were able to maintain their operations while paying H-2B workers less than their job duties warranted.

On balance, the discretionary factors favor imposing a high CMP. Only two factors neither weigh for or against Respondents. Because Respondents owe more than $26,000 in back wages, the Administrator had the authority to impose a CMP up to $10,000. *See* 20 C.F.R. § 655.65(a). Therefore, given the back wages owed and my assessment of the discretionary factors, the assessed $10,000 CMP is appropriate in this instance.

5. Was Respondent Michael Brajevich properly charged in his individual capacity and therefore liable for any violations in his individual capacity?

"A basic tenet of American corporate law is that the corporation and its shareholders are distinct entities." *Dole Food Co. v. Patrickson*, 538 U.S. 468, 474 (2003). The corporate veil shields individual shareholders from liability for the corporation's debt; to hold a shareholder personally liable for corporate debt, a court must pierce the corporate veil. *See Laborers Clean-Up Contract Admin. Trust Fund v. Uriarte Clean-Up Serv., Inc.*, 736 F.2d 516, 523 (9th Cir. 1984). In appropriate cases, courts may pierce the corporate veil and hold an individual responsible for violations of the INA committed by the employer corporation. *See United States v. Bestfoods*, 524 U.S. 51, 62 (1998); *Administrator v. Kutty*, ARB No. 03-022, 2005 WL 1359123, at *13-14 (May 31, 2005) (holding a shareholder personally liable for violations of H-1B visa program provisions committed by corporations), *aff'd sub nom., Kutty v. US Dep't of Labor*, 764 F.3d 540, 551 (6th Cir. 2014), *cert. denied* 135 S. Ct. 1162 (2015). The INA is silent on personal and corporate liability, so common law principles apply. *Kutty*, 764 F.3d at 550 (*citing Bestfoods*, 524 U.S. at 63).

In deciding whether to pierce the corporate veil, the court should apply federal law but may look to state law for guidance. *Board of Trustees of Mill Cabinet Pension Trust Fund for Northern Cal. v. Valley Cabinet & Mfg. Co.*, 877 F.2d 769, 772 (9th Cir. 1989)(*quoting Uriarte*, 736 F.2d at 523). "The traditional rule demands that individuals incorporate in good faith, with adequate capital, and observe a minimum of corporate formalities." *Seymour v. Hull & Moreland Eng'g*, 605 F.2d 1105, 1111 (9th Cir. 1979). In the Ninth Circuit, the test for whether shareholders are personally liable for corporate conduct rests on three factors: "the amount of respect given to the separate identity of the corporation by its shareholders, the fraudulent intent of the incorporators, and the degree of injustice visited on litigants by the recognition of the corporate entity." *Uriarte*, 736 F.2d at 524. The moving party must demonstrate the first threshold factor of separate identity and then one of the other two factors. *UA Local 343 United Ass'n of Journeymen & Apprentices of Plumbing & Pipefitting Indus. v. Nor-Cal Plumbing, Inc.*, 48 F.3d 1465, 1475 (9th Cir. 1994).

Here, Ms. Aguilar stated WHD named Mr. Brajevich personally because he signed the ETA Form 9142B. HT 181 at 24. The Administrator did not address the issue of Mr. Brajevich's personal liability in its post-hearing brief, and presented no evidence that Mr. Brajevich did not respect the separate identity of Butler Amusement, Inc. Thus, I do not reach the question whether Mr. Brajevich acted with fraudulent intent or whether the parties would suffer injustice if the corporate veil is not pierced. *See Uriarte*, 736 F.2d at 52. I hold Mr. Brajevich is not personally liable for Butler Amusement, Inc.'s corporate debts.

6. **Should a non-retaliation order be included if the Administrator prevails in this matter?**

The Administrator seeks a non-retaliation order for any employee who receives back wages or who contacts the Administrator to discuss their rights under the H-2B program. Three of the

nine employees were still working for Respondents in 2019. RX 37. Respondents have no objection to a non-retaliation provision. HT 357-58. Thus, I find a non-retaliation provision is warranted.

7. ORDER

For the reasons stated above, the following order is made:

1. Butler Amusements, Inc. substantially failed to comply with the H-2B program. For its violation of 20 C.F.R. § 655.22(n) (2009), Butler Amusements, Inc. shall pay reduced back wages the nine affected workers in the amount of $26,786.00. Specifically, Respondent shall pay the nine H-2B workers as follows:

1. Saul Estadillo Herrera	$3,621.60
2. Gustavo Gamero	$3,621.60
3. Jose Ivan Ortega	$3,108.00
4. Fernando Preza	$3,446.00
5. Sergio Guzman	$3,446.00
6. Omar Lopez	$2,728.60
7. Antonio Mendez	$308.60
8. Felipe Villegas Quijano	$3652.80
9. Jaime Hernandez	$2,852.80
TOTAL	$26,786.00

2. For the substantiated violations of the H-2B program, Butler Amusements, Inc. is assessed civil money penalties in the amount of $10,000, which must be paid to the Administrator.

3. The allegations against Michael Brajevich in his individual capacity are dismissed.

4. The Administrator shall verify all calculations and make any changes, including calculating interest owed and any required deductions, necessary to implement this order and repay the monies owed to the affected workers.

5. The parties shall promptly notify this Office if an appeal is filed in this matter.

SO ORDERED.

Richard M. Clark
Administrative Law Judge

NOTICE OF APPEAL RIGHTS: Any party seeking review of this decision and order, including judicial review, shall file a Petition for Review (§Petition§) with the Administrative Review Board (§ARB§). The ARB must receive the Petition within 30 calendar days of the date of this decision and order. 20 C.F.R. § 76(a). The Board's address is: Administrative Review Board, U.S. Department of Labor, Suite S-5220, 200 Constitution Avenue, NW, Washington DC 20210, for traditional paper filing. Alternatively, the Board offers an Electronic File and Service Request (EFSR) system. The EFSR for electronic filing (eFile) permits the submission of forms and documents to the Board through the Internet instead of using postal mail and fax. The EFSR portal allows parties to file new appeals electronically, receive electronic service of Board issuances, file briefs and motions electronically, and check the status of existing appeals via a web-based interface accessible 24 hours every day. No paper copies need be filed.

An e-Filer must register as a user, by filing an online registration form. To register, the e-Filer must have a valid e-mail address. The Board must validate the e-Filer before he or she may file any e-Filed document. After the Board has accepted an e-Filing, it is handled just as it would be had it been filed in a more traditional manner. e-Filers will also have access to electronic service (eService), which is simply a way to receive documents, issued by the Board, through the Internet instead of mailing paper notices/documents.

Information regarding registration for access to the EFSR system, as well as a step by step user guide and FAQs can be found at: https://dol-appeals.entellitrak.com. If you have any questions or comments, please contact: Boards-EFSR-Help@dol.gov

Copies of the Petition should be served on all parties and on the undersigned Administrative Law Judge. No particular form is prescribed for the Petition; however, any such petition shall:

(1) Be dated;
(2) Be typewritten or legibly written;
(3) Specify the issue or issues stated in the administrative law judge decision and order giving rise to such petition;
(4) State the specific reason or reasons why the party petitioning for review believes such decision and order are in error;
(5) Be signed by the party filing the petition or by an authorized representative of such party;
(6) Include the address at which such party or authorized representative desires to receive further communications relating thereto; and
(7) Attach copies of the administrative law judge's decision and order, and any other record documents which would assist the ARB in determining whether review is warranted.

If filing paper copies, you must file an original and four copies of the petition for review with the Board. If you e-File your petition, only one copy need be uploaded.

20 C.F.R. § 655.76(b). If the ARB determines that it will review this decision and order, it will issue a notice specifying the issue or issues to be reviewed; the form in which submissions shall be made by the parties (e.g., briefs); and the time within which such submissions shall be made. 20 C.F.R. § 655.76(e). When filing any document with the ARB, the party must file an original and two copies of the document. 20 C.F.R. § 655.76(f).

APPENDIX

Table 2: Saul Estadillo (Estudillo) Herrera Back Wages Due

Work Week	Employee Name	Job Performed	Location	Wage rate[46]	Hours	PWR Due	Weekly Rate Paid	Total Owed for Each Week	Total Back Wages
2/4/2013-2/10/2013	Saul Estadillo Herrera	Driver	Riverside MSA (Indio, CA)[47]	$20.95	40	$838.00	$500.00	$338.00	
2/11/2013-2/17/2013	Saul Estadillo Herrera	Driver	Riverside MSA (Indio, CA)	$20.95	40	$838.00	$500.00	$338.00	
2/18/2013-2/24/2013	Saul Estadillo Herrera	Driver	Riverside MSA (Indio, CA)	$20.95	40	$838.00	$500.00	$338.00	
2/25/2013-3/3/2013	Saul Estadillo Herrera	Driver	Maricopa MSA (El Mirage, AZ)	$20.92	40	$836.80	$500.00	$336.80	
3/4/2013-3/10/2013	Saul Estadillo Herrera	Driver	Maricopa MSA (Chandler, AZ)	$20.92	40	$836.80	$500.00	$336.80	
3/11/2013-3/17/2013	Saul Estadillo Herrera	Driver	Maricopa MSA (Desert Sky Mall)	$20.92	40	$836.80	$500.00	$336.80	
3/18/2013-3/24/2013	Saul Estadillo Herrera	Driver	Maricopa MSA (Desert Sky Mall)	$20.92	40	$836.80	$500.00	$336.80	
3/25/2013-3/31/2013	Saul Estadillo Herrera	Driver	Maricopa MSA (AZ Mills)	$20.92	40	$836.80	$500.00	$336.80	
4/1/2013-4/7/2013	Saul Estadillo Herrera	Driver	Maricopa MSA (AZ Mills)	$20.92	40	$836.80	$500.00	$336.80	
4/8/2013-4/14/2013	Saul Estadillo Herrera	Driver	Maricopa MSA (Maricopa, AZ)	$20.92	40	$836.80	$500.00	$336.80	
4/15/2013-4/21/2013	Saul Estadillo Herrera	Driver	Santa Barbara MSA (Lompoc)	$18.75	40	$750.00	$500.00	$250.00	**$3,621.60**

[46] FLC Data for the drivers is found at AX J-3, J-7, J-11, and J-12.

[47] There was no pay slip for Mr. Estadillo for this week. His location and wage paid are based on the location of the rest of the unit and what Butler paid him in other weeks.

Table 3: Gustavo Gamero Back Wages Due

Work Week Ending	Employee Name	Job Performed	Location	Wage Rate	Hours	PWR Due	Weekly Rate Paid	Total Owed for Each Week	Total Back Wages
2/4/2013-2/10/2013	Gustavo Gamero	Driver	Riverside MSA (Indio, CA)	$20.95	40	$838.00	$500.00	$338.00	
2/11/2013-2/17/2013	Gustavo Gamero	Driver	Riverside MSA (Indio, CA)	$20.95	40	$838.00	$500.00	$338.00	
2/18/2013-2/24/2013	Gustavo Gamero	Driver	Riverside MSA (Indio, CA)	$20.95	40	$838.00	$500.00	$338.00	
2/25/2013-3/3/2013	Gustavo Gamero	Driver	Maricopa MSA (El Mirage)	$20.92	40	$836.80	$500.00	$336.80	
3/4/2013-3/10/2013	Gustavo Gamero	Driver	Maricopa MSA (Chandler)	$20.92	40	$836.80	$500.00	$336.80	
3/11/2013-3/17/2013	Gustavo Gamero	Driver	Maricopa MSA (Desert Sky Mall)	$20.92	40	$836.80	$500.00	$336.80	
3/18/2013-3/24/2013	Gustavo Gamero	Driver	Maricopa MSA (Desert Sky Mall)	$20.92	40	$836.80	$500.00	$336.80	
3/25/2013-3/31/2013	Gustavo Gamero	Driver	Maricopa MSA (AZ Mills)	$20.92	40	$836.80	$500.00	$336.80	
4/1/2013-4/7/2013	Gustavo Gamero	Driver	Maricopa MSA (AZ Mills)	$20.92	40	$836.80	$500.00	$336.80	
4/8/2013-4/14/2013	Gustavo Gamero	Driver	Maricopa MSA (Maricopa, AZ)	$20.92	40	$836.80	$500.00	$336.80	
4/15/2013-4/21/2013	Gustavo Gamero	Driver	Santa Barbara MSA (Lompoc, CA)	$18.75	40	$750.00	$500.00	$250.00	**$3621.60**

Table 4: Jose Ivan Ortega (sometimes Jose Ivan) Back Wages Due

Work Week Ending	Employee Name	Job Performed	Location	Wage Rate	Hours	PWR Due	Weekly Rate Paid	Total Owed for Each Week	Total Back Wages
2/4/2013-2/10/2013[48]	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
2/11/2013-2/17/2013	Jose Ivan Ortega	Driver	Riverside MSA	$20.95	40	$838.00	$500.00	$338.00	
2/18/2013-2/24/2013	Jose Ivan Ortega	Driver	Riverside MSA (Indio, CA)	$20.95	40	$838.00	$500.00	$338.00	
2/25/2013-3/3/2013	Jose Ivan Ortega	Driver	Maricopa MSA (Goodyear)	$20.92	40	$836.80	$500.00	$336.80	
3/4/2013-3/10/2013	Jose Ivan Ortega	Driver	Maricopa MSA (Chandler, AZ)	$20.92	40	$836.80	$500.00	$336.80	
3/11/2013-3/17/2013	Jose Ivan Ortega	Driver	Maricopa MSA (Desert Sky Mall)	$20.92	40	$836.80	$500.00	$336.80	
3/18/2013-3/24/2013	Jose Ivan Ortega	Driver	Maricopa MSA (Desert Sky)	$20.92	40	$836.80	$500.00	$336.80	
3/25/2013-3/31/2013	Jose Ivan Ortega	Driver	Maricopa MSA (AZ Mills)[49]	$20.92	40	$836.80	$500.00	$336.80	
4/1/2013-4/7/2013	Jose Ivan Ortega	Driver	Yuma MSA (Yuma, AZ)	$16.53	40	$661.20	$500.00	$161.20	
4/8/2013-4/14/2013	Jose Ivan Ortega	Driver	Maricopa MSA (Maricopa, AZ)	$20.92	40	$836.80	$500.00	$336.80	
4/15/2013-4/21/2013	Jose Ivan Ortega	Driver	Santa Barbara MSA (Lompoc)	$18.75	40	$750.00	$500.00	$250.00	**$3,108.00**

[48] Mr. Ortega did not arrive until February 11, 2013. RX 24 at 3.

[49] Mr. Ortega was likely in AZ Mills for the week ending 3/31 and Yuma for the week ending 4/7. RX 26 at 793; RX 26 at 815.

Table 5: Fernando Preza Back Wages Due

Work Week	Employee Name	Job Performed	Location	Wage rate	Hours	PWR Due	Weekly Rate Paid	Total Owed for Each Week	Total Back Wages
2/3/2013-2/10/2013	Fernando Preza	Driver	Riverside MSA (Indio, CA)	$20.95	40	$838.00	$500.00	$338.00	
2/11/2013-2/17/2013	Fernando Preza	Driver	Riverside MSA (Indio, CA)	$20.95	40	$838.00	$500.00	$338.00	
2/18/2013-2/24/2013	Fernando Preza	Driver	Riverside MSA (Indio, CA)	$20.95	40	$838.00	$500.00	$338.00	
2/25/2013-3/3/2013	Fernando Preza	Driver	Maricopa MSA (Goodyear)	$20.92	40	$836.80	$500.00	$336.80	
3/4/2013-3/10/2013	Fernando Preza	Driver	Maricopa MSA (Chandler, AZ)	$20.92	40	$836.80	$500.00	$336.80	
3/11/2013-3/17/2013	Fernando Preza	Driver	Maricopa MSA (Desert Sky Mall)	$20.92	40	$836.80	$500.00	$336.80	
3/18/2013-3/24/2013	Fernando Preza	Driver	Maricopa MSA (AZ Mills)[50]	$20.92	40	$836.80	$500.00	$336.80	
3/25/2013-3/31/2013	Fernando Preza	Driver	Maricopa MSA (AZ Mills)[51]	$20.92	40	$836.80	$500.00	$336.80	
4/1/2013-4/7/2013	Fernando Preza	Driver	Yuma MSA (Yuma, AZ)	$16.53	40	$661.20	$500.00	$161.20	
4/8/2013-4/14/2013	Fernando Preza	Driver	Maricopa MSA (Maricopa, AZ)	$20.92	40	$836.80	$500.00	$336.80	
4/15/2013-4/21/2013	Fernando Preza	Driver	Santa Barbara MSA (Lompoc, CA)	$18.75	40	$750.00	$500.00	$250.00	**$3,446.00**

[50] Mr. Preza was likely in AZ Mills for the week ending 3/24. RX 26 at 797-98.
[51] Mr. Preza was likely in AZ Mills for the week ending 3/31 and Yuma for the week ending 4/7. RX 26 at 819; RX 26 at 793.

Table 6: Sergio Guzman Back Wages Due

Work Week	Employee Name	Job Performed	Location	Wage rate	Hours	PWR Due	Weekly Rate Paid	Total Owed for Each Week	Total Back Wages
2/4/2013-2/10/2013	Sergio Guzman	Driver	Riverside MSA (Indio, CA)	$20.95	40	$838.00	$500.00	$338.00	
2/11/2013-2/17/2013	Sergio Guzman	Driver	Riverside MSA (Indio, CA)	$20.95	40	$838.00	$500.00	$338.00	
2/18/2013-2/24/2013	Sergio Guzman	Driver	Riverside MSA (Indio, CA)	$20.95	40	$838.00	$500.00	$338.00	
2/25/2013-3/3/2013	Sergio Guzman	Driver	Maricopa MSA (El Mirage, AZ)	$20.92	40	$836.80	$500.00	$336.80	
3/4/2013-3/10/2013	Sergio Guzman	Driver	Maricopa MSA (Chandler, AZ)	$20.92	40	$836.80	$500.00	$336.80	
3/11/2013-3/17/2013	Sergio Guzman	Driver	Maricopa MSA (Desert Sky)	$20.92	40	$836.80	$500.00	$336.80	
3/18/2013-3/24/2013	Sergio Guzman	Driver	Maricopa MSA (AZ Mills)[52]	$20.92	40	$836.80	$500.00	$336.80	
3/25/2013-3/31/2013	Sergio Guzman	Driver	Maricopa MSA (AZ Mills)	$20.92	40	$836.80	$500.00	$336.80	
4/1/2013-4/7/2013	Sergio Guzman	Driver	Yuma MSA (Yuma, AZ)[53]	$16.53	40	$661.20	$500.00	$161.20	
4/8/2013-4/14/2013	Sergio Guzman	Driver	Maricopa MSA (Maricopa, AZ)	$20.92	40	$836.80	$500.00	$336.80	
4/15/2013-4/21/2013	Sergio Guzman	Driver	Santa Barbara MSA (Lompoc, CA)	$18.75	40	$750.00	$500.00	$250.00	**$3,446.00**

[52] Mr. Guzman was likely in AZ Mills for the week ending 3/24. RX 26 at 797-98.
[53] Mr. Guzman was likely in AZ Mills for the week ending 3/31 and Yuma for the week ending 4/7. RX 26 at 819; RX 26 at 793.

Table 7: Omar Lopez Back Wages Due

Work Week	Employee Name	Job Performed	Location	Wage rate[54]	Hours	PWR Due	Weekly Rate Paid	Total Owed for Each Week	Total Back Wages
2/4/2013-2/10/2013	Omar Lopez	Supervisor	Riverside MSA (Indio, CA)	$19.11	40	$764.40	$525.00	$239.40	
2/11/2013-2/17/2013	Omar Lopez	Supervisor	Riverside MSA (Indio, CA)	$19.11	40	$764.40	$525.00	$239.40	
2/18/2013-2/24/2013	Omar Lopez	Supervisor	Riverside MSA (Indio, CA)	$19.11	40	$764.40	$525.00	$239.40	
2/25/2013-3/3/2013	Omar Lopez	Supervisor	Maricopa MSA (El Mirage, AZ)	$19.31	40	$772.40	$525.00	$247.40	
3/4/2013-3/10/2013	Omar Lopez	Supervisor	Maricopa MSA (Chandler, AZ)	$19.31	40	$772.40	$525.00	$247.40	
3/11/2013-3/17/2013	Omar Lopez	Supervisor	Maricopa MSA (Desert Sky)	$19.31	40	$772.40	$525.00	$247.40	
3/18/2013-3/24/2013	Omar Lopez	Supervisor	Maricopa MSA (Desert Sky)	$19.31	40	$772.40	$525.00	$247.40	
3/25/2013-3/31/2013	Omar Lopez	Supervisor	Maricopa MSA (AZ Mills)	$19.31	40	$772.40	$525.00	$247.40	
4/1/2013-4/7/2013	Omar Lopez	Supervisor	Maricopa MSA (AZ Mills)	$19.31	40	$772.40	$525.00	$247.40	
4/8/2013-4/14/2013	Omar Lopez	Supervisor	Maricopa MSA (Maricopa, AZ)	$19.31	40	$772.40	$525.00	$247.40	
4/15/2013-4/21/2013	Omar Lopez	Supervisor	Santa Barbara MSA (Lompoc, CA)	$20.09	40	$803.60	$525.00	$278.60	**$2,728.60**

[54] FLC wage rate data for the supervisors is found at AX J-19, J-27, and J-31.

Table 8: Antonio Mendez Back Wages Due

Work Week	Employee Name	Job Performed	Location	Wage rate	Hours	PWR Due	Weekly Rate Paid	Total Owed for Each Week	Total Back Wages
2/4/2013-2/10/2013	Antonio Mendez	Supervisor	Riverside MSA (Indio, CA)	$19.11	40	$764.40	$745.00	$19.40	
2/11/2013-2/17/2013	Antonio Mendez	Supervisor	Riverside MSA (Indio, CA)	$19.11	40	$764.40	$745.00	$19.40	
2/18/2013-2/24/2013	Antonio Mendez	Supervisor	Riverside MSA (Indio, CA)	$19.11	40	$764.40	$745.00	$19.40	
2/25/2013-3/3/2013	Antonio Mendez	Supervisor	Maricopa MSA (El Mirage, AZ)	$19.31	40	$772.40	$745.00	$27.40	
3/4/2013-3/10/2013	Antonio Mendez	Supervisor	Maricopa MSA (Chandler, AZ)	$19.31	40	$772.40	$745.00	$27.40	
3/11/2013-3/17/2013	Antonio Mendez	Supervisor	Maricopa MSA (Desert Sky Mall)	$19.31	40	$772.40	$745.00	$27.40	
3/18/2013-3/24/2013	Antonio Mendez	Supervisor	Maricopa MSA (Desert Sky Mall)	$19.31	40	$772.40	$745.00	$27.40	
3/25/2013-3/31/2013	Antonio Mendez	Supervisor	Maricopa MSA (AZ Mills)	$19.31	40	$772.40	$745.00	$27.40	
4/1/2013-4/7/2013	Antonio Mendez	Supervisor	Maricopa MSA (AZ Mills)	$19.31	40	$772.40	$745.00	$27.40	
4/8/2013-4/14/2013	Antonio Mendez	Supervisor	Maricopa MSA (Maricopa, AZ)	$19.31	40	$772.40	$745.00	$27.40	
4/15/2013-4/21/2013	Antonio Mendez	Supervisor	Santa Barbara MSA (Lompoc, CA)	$20.09	40	$803.60	$745.00	$58.60	**$308.60**

Table 9: Felipe Villegas Quijano Back Wages Due

Work Week	Employee Name	Job Performed	Location	Wage Rate[55]	Hours	PWR Due	Weekly Rate Paid	Total Owed for Each Week	Total Back Wages
2/4/2013-2/10/2013	Felipe Villegas Quijano	Shop Worker	Riverside MSA (Indio, CA)	$18.41	40	$736.40	$320.00[56]	$416.40	
2/11/2013-2/17/2013	Felipe Villegas Quijano	Shop Worker	Riverside MSA (Indio, CA)	$18.41	40	$736.40	$395.00	$341.40	
2/18/2013-2/24/2013	Felipe Villegas Quijano	Shop Worker	Riverside MSA (Indio, CA)	$18.41	40	$736.40	$395.00	$341.40	
2/25/2013-3/3/2013	Felipe Villegas Quijano	Shop Worker	Maricopa MSA (El Mirage, AZ)	$17.63	40	$705.20	$395.00	$310.20	
3/4/2013-3/10/2013	Felipe Villegas Quijano	Shop Worker	Maricopa MSA (Chandler, AZ)	$17.63	40	$705.20	$395.00	$310.20	
3/11/2013-3/17/2013	Felipe Villegas Quijano	Shop Worker	Maricopa MSA (Desert Sky Mall)	$17.63	40	$705.20	$395.00	$310.20	
3/18/2013-3/24/2013	Felipe Villegas Quijano	Shop Worker	Maricopa MSA (Desert Sky Mall)	$17.63	40	$705.20	$395.00	$310.20	
3/25/2013-3/31/2013	Felipe Villegas Quijano	Shop Worker	Maricopa MSA (AZ Mills)	$17.63	40	$705.20	$395.00	$310.20	
4/1/2013-4/7/2013	Felipe Villegas Quijano	Shop Worker	Maricopa MSA (AZ Mills)	$17.63	40	$705.20	$395.00	$310.20	
4/8/2013-4/14/2013	Felipe Villegas Quijano	Shop Worker	Maricopa MSA (Maricopa, AZ)	$17.63	40	$705.20	$395.00	$310.20	
4/15/2013-4/21/2013	Felipe Villegas Quijano	Shop Worker	Santa Barbara MSA (Lompoc, CA)	$19.43	40	$777.20	$395.00	$382.20	**$3,652.80**

[55] FLC wage rate data for the shop workers is found at AX J-55, J-59, and J-63.
[56] RX-26 at 56 shows Respondents paid Mr. Villegas $320 from 2/4/2013 to 2/10/2013.

Table 10: Jaime Hernandez Back Wages Due

Work Week	Employee Name	Job Performed	Location	Wage rate	Hours	PWR Due	Weekly Rate Paid	Total Owed for Each Week	Total Back Wages
2/4/2013-2/10/2013	Jaime Hernandez	Shop Worker	Riverside MSA (Indio, CA)	$18.41	40	$736.40	$320.00[57]	$416.40	
2/11/2013-2/17/2013	Jaime Hernandez	Shop Worker	Riverside MSA (Indio, CA)	$18.41	40	$736.40	$475.00	$261.40	
2/18/2013-2/24/2013	Jaime Hernandez	Shop Worker	Riverside MSA (Indio, CA)	$18.41	40	$736.40	$475.00	$261.40	
2/25/2013-3/3/2013	Jaime Hernandez	Shop Worker	Maricopa MSA (El Mirage, AZ)	$17.63	40	$705.20	$475.00	$230.20	
3/4/2013-3/10/2013	Jaime Hernandez	Shop Worker	Maricopa MSA (Chandler, AZ)	$17.63	40	$705.20	$475.00	$230.20	
3/11/2013-3/17/2013	Jaime Hernandez	Shop Worker	Maricopa MSA (Desert Sky Mall)	$17.63	40	$705.20	$475.00	$230.20	
3/18/2013-3/24/2013	Jaime Hernandez	Shop Worker	Maricopa MSA (Desert Sky Mall)	$17.63	40	$705.20	$475.00	$230.20	
3/25/2013-3/31/2013	Jaime Hernandez	Shop Worker	Maricopa MSA (AZ Mills)	$17.63	40	$705.20	$475.00	$230.20	
4/1/2013-4/7/2013	Jaime Hernandez	Shop Worker	Maricopa MSA (AZ Mills)	$17.63	40	$705.20	$475.00	$230.20	
4/8/2013-4/14/2013	Jaime Hernandez	Shop Worker	Maricopa MSA (Maricopa, AZ)	$17.63	40	$705.20	$475.00	$230.20	
4/15/2013-4/21/2013	Jaime Hernandez	Shop Worker	Santa Barbara MSA (Lompoc, CA)	$19.43	40	$777.20	$475.00	$302.20	**$2,852.80**

[57] RX-26 at 53 shows Respondents paid Mr. Hernandez $320 from 2/4/2013 to 2/10/2013.

SERVICE SHEET

Case Name: **WAGE_AND_HOUR_DIVISI_v_BUTLER_AMUSEMENTS_IN_**

Case Number: **2018TNE00019**

Document Title: **DECISION AND ORDER**

I hereby certify that a copy of the above-referenced document was sent to the following this 30th day of September, 2020:

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UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES

In the Matter of:	*	
ADMINISTRATOR,	*	
WAGE & HOUR DIVISION		**Case No.:** 2018-TNE-00019
Plaintiff	*	
		WHD Reference #: 1689932
v.	*	
BUTLER AMUSEMENTS, INC., and	*	
MICHAEL BRAJEVICH		
Respondents	*	

* * * * * * * * * * * * * *

RESPONDENTS' POST-HEARING BRIEF

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July 23, 2019

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STATEMENT OF ISSUES

The following issues were submitted for hearing. *Order Following Prehearing Conference* 2-3 (May 2, 2019).

1. Whether Butler substantially failed to comply with 20 C.F.R. § 655.22 (n) (2009) by misrepresenting its temporary need for 9 specified H-2B workers?

2. Whether Butler is liable for back wages of $26,955.40 and civil money penalties of $10,000.

3. Whether the Administrator is barred by the doctrine of laches from pursuing this action.

4. Whether Mr. Michael Brajevich is liable for violations in his individual capacity.

I. CONCLUSIONS OF LAW

A. Statutory and Regulatory Framework

This case involves the H-2B visa program under the Immigration and Nationality Act, 8 U.S.C. § 1101 (a) (15) (H) (ii) (b). Under the INA, Congress vested all enforcement authority in the Secretary of Homeland Security. 8 U.S.C. § 1103 (a) (1). In the H-2B program, violations consist of "a substantial failure to meet any of the conditions of the petition to admit … or a willful misrepresentation of a material fact in such petition." *Id.* § 1184 (c) (14) (A). A "substantial failure" occurs when there is a "willful failure to comply with the requirements of [§ 1184] that constitutes a significant deviation from the terms and conditions of a petition." *Id.* § 1184 (c) (14) (D). If the Secretary of Homeland Security finds such a violation after a hearing, the Secretary may impose appropriate administrative remedies, including civil money penalties of up to $10,000 per violation. *Id.* § 1184 (c) (14) (A) (i). The Secretary has redelegated this authority to the Secretary of Labor.

During the relevant time frame in 2013, the Department of Labor was operating under the 2008 Rules. 20 C.F.R. § 655, subpart A (2009). This action is based exclusively on a purported violation of the 2008 Rules. Tr. 85 (testimony of Ms. Aguilar); R. Exh. 40, at 50 and 55 (corporate rep deposition of Ms. Aguilar). There are no allegations that the 2015 Rules were violated, nor were there any FLSA or I-129 violations, nor were any sub-regulatory guidance documents violated. Tr. 86, 100 and 115 (testimony of Ms. Aguilar). The Administrator does not enforce USCIS's regulations. Tr. 175 (testimony of Ms. Aguilar).

Responsibility for determining willful misrepresentations and substantial failures is subdelegated to the Administrator. *Id.* § 655.60. The substantive provisions at issue in this case are found in § 655.22 (n). Tr. 16 (opening statement of Administrator) (this is a misclassification case); Tr. 32 and 114 (testimony of Ms. Aguilar) (there was a single violation). In pertinent part,

- **Misrepresentation of need**. The employer must attest that "The dates of temporary need, reason for temporary need, and number of positions being requested for labor certification have been truly and accurately stated on the application." R. Exh. 76, at 42 (the "misrepresentation-of-need clause").

Further, the Administrator has adopted a practice that it enforces only the attestations in the ETA Form 9142, Tr. 26, 177 (testimony of Ms. Aguilar) (compliance is determined based upon the attestations); Tr. 34 (DOL does not enforce any other obligations other than the attestations); Tr. 77-78 (testimony of Ms. Aguilar) (violation was of attestation #13), and this practice alone is itself a valid and enforceable rule, 5 U.S.C. § 551 (4) (a "rule" is an "agency statement … describing … practice requirements of an agency"); *Associated Dry*

Goods Corp. v. Equal Employment Opportunity Comm'n, 543 F. Supp. 950, 965 (E.D. Va. 1982), *rev'd on other grounds*, 720 F.2d 804 (4th Cir. 1983) (agency's informal "practice" of notifying other carriers when a railroad requested an emergency exemption was still a rule subject to notice and comment). The misrepresentation-of-need clause appears *in pari materia* in attestation #13 of ETA Form 9142. R. Exh. 7, at 11.

In pertinent part, there are 2 remedies at issue in this case. In the event that Butler fails to pay wages at the level "specified under the application *and* required by § 655.22 (e)," then the Administrator may require back wages "to comply with *§ 655.22 (e)*," a section *not at issue* in this case. § 655.65 (i) (emphasis added).

In addition, the Administrator may assess civil money penalties under 2 mechanisms.[1] When dealing with back wages under the offered-wage obligation, CMP's are determined according to a fixed formula: They are "equal to the difference between the amount that should have been paid and the amount that actually was paid" to the workers, up to $10,000. § 655.65 (a). Alternatively, CMP's up to $10,000 per violation are available for "any substantial failure." § 655.65 (c). Under this alternative formulation, the Administrator "*shall* consider the type of violation committed and *other relevant factors*." § 655.65 (g) (emphasis added). When relevant, these mandatory "[o]ther factors" include 7 specified factors: the employer's history of prior violations, the number of workers employed and affected by the violations, the gravity of the violations, the employer's good faith efforts to comply, the employer's explanation of the violations, the employer's commitment to future compliance, and the employer's financial gain. *Id*. *See also* 8 U.S.C. § 1184 (c) (14)

[1] The Administrator introduced *no* evidence that CMP's were properly determined under either of these alternative mechanisms. *See, e.g.*, Tr. 162-164 (testimony of Ms. Aguilar).

(C) ("the highest [civil money] penalties shall be reserved for willful failures to meet any of the conditions of the petition that involve harm to United States workers.").

After the hearing, the A.L.J. is charged with issuing "findings and conclusions, with reasons and basis therefore, upon each material issue presented on the record." 20 C.F.R. § 655.75 (b). The A.L.J. reviews the Administrator's actions *de novo* without deference to the Administrator's determinations, *Administrator v. John Peroulis & Sons Sheep, Inc.*, No. 14-076, 2016 Westlaw 4942416, at *7 (Admin. Rev. Bd. Sept. 12, 2016) (construing comparable H-2A regulatory language); *Order Following Prehearing Conference* at 3 (May 2, 2019), decides "findings and conclusions, with reasons and basis therefore, upon each material issue presented on the record," 20 C.F.R. § 655.75 (b) (2009), and is authorized to "affirm, deny, reverse, or modify, in whole or in part," provided that the reasons for doing so are stated in the decision, § 655.75 (b).

B. Burden of Proof

To establish a violation, the Administrator bears the burden of proof by a preponderance of the evidence for each of the elements. 5 U.S.C. § 556 (d), *cited in Industrial Union Dep't v. American Petroleum Inst.*, 448 U.S. 607, 653 (1980). "**[N]o agency is entitled to presume** that the conduct of any person … is unlawful or improper." House Comm. on the Judiciary, *Administrative Procedure Act: Report on S. 7*, H.R. Rep. No. 79-1980, at *36 (May 3, 1946) (emphasis added), *quoted in Director v. Greenwich Collieries Director*, 512 U.S. 267, 279 (1994). Further, it is well recognized that a party's "credible and credited evidence **must be accepted as true** except as the contrary has been shown or such evidence has been rebutted or impeached by duly credited evidence or by facts officially noticed and stated …. No

agency is authorized to stand mute and arbitrarily disbelieve credible evidence." H.R. Rep. No. 79-1980, at *36 (emphasis added), *quoted in Director*, 512 U.S. at 279.

C. The Administrator Is Bound by the Testimony of the Corporate Representative

Ms. Aguilar was nominated and deposed as the corporate representative for the Administrator. Tr. 83 (testimony of Ms. Aguilar). Ms. Aguilar served as the corporate representative on the topics of:

- The basis for calculating back wages and civil money penalties,
- The basis for all purported willful misrepresentations of material fact,
- The basis for all purported substantial failures to meet any legal requirement or condition under the H-2B program, and
- Any credits owed to Butler.

R. Exh. 41, at 3 (corporate rep deposition of Ms. Aguilar) (original pp. 6, 8, and 9).

As the corporate representative, Ms. Aguilar was obligated to use reasonable care to gather all information "known or reasonably available" to the entity. 29 C.F.R. § 18.64 (b) (6); *Advisory Comm. Notes* (1971); Jeffrey W. Stempel, *Depositions by Oral Examination*, in 7 James W. Moore, *Moore's Federal Practice* § 30.25 [3], at 30- 67 to -68 (3d ed. 2018); Tr. 83-84 (testimony of Ms. Aguilar). Ms. Aguilar's testimony "binds the entity with its testimony. This means that a corporation generally cannot present a theory of the facts that differs from that articulated by the designated Rule 30 (b) (6) representative." Stempel, § 30.25 [3], at 30-71. As such, Ms. Aguilar's testimony was the Administrator's testimony. *Sigmund v. Starwood Urban Retail VI, LLC*, 236 F.R.D. 43, 45 (D.D.C. 2006). The entity's theory of the case cannot contradict the testimony of the corporate representative. *Diamond Triumph Auto Glass, Inc. v. Safelite Glass Corp.*, 441 F. Supp. 2d 695, 722 n. 17 (M.D. Pa. 2006); *Rainey v.*

American Forest & Paper Ass'n, Inc., 26 F. Supp. 2d 82, 87 (D.D.C. 1998) (unless the entity can prove that the information was not known or accessible, the entity cannot later proffer a new or different version that could have been presented at the deposition of the corporate representative).

D. Elements of a Violation

The Administrator's burden is to prove each of the elements for a violation.

1. Duty. The first element is that a statute or regulation imposed a duty on Butler. Tr. 115 (testimony of Ms. Aguilar) (there must have been a statutory or regulatory duty). *See Administrator v. Camo Technologies, Inc.*, No. 11-026, 2012 Westlaw 4321026, at *6 (Admin. Rev. Bd. Aug. 31, 2012) (employer's conduct of attempting to comply showed a duty); *Morello Bros. Constr., Inc.*, No. 85-DBA-116, 1987 Westlaw 247058, at *7 (OALJ Apr. 16, 1987) ("willfully simply means a voluntary intentional violation of a known legal duty") (*quoting United States v. Drape*, 668 F.2d 22, 26 (1st Cir. 1982)). Further, attestations are not enforceable, only the contents of regulatory requirements. *Island Holdings LLC*, No. 2013-PWD-00002, at *8, 11 (BALCA Dec. 3, 2013) (*en banc*) (employer incurs no obligation unless contained in the codified regulations contained in the Code of Federal Regulations).

2. Knowledge. Second, the Administrator must show that Butler knew the statutory or regulatory duty applied to its conduct. *See McLaughlin v. Richland Shoe Co.*, 486 U.S. 128, 134 (1988) (rejecting a willfulness standard that required nothing more than the employer's awareness that the statute possibly applied to it); *Morello Bros. Constr., Inc.*, No. 85-DBA-116, 1987 Westlaw 247058, at *8 (OALJ Apr. 16, 1987) (employer's ignorance was no defense because others in the company knew of the statutory duty). Thus, an agency with enforcement authority must provide notice of its interpretation of what is prohibited

before it may impose penalties. *General Elec. Co. v. United States Env'tl Protection Agency*, 53 F.3d 1324, 1330-32 (D.C. Cir. 1995); *Satellite Broadcasting Co. v. Federal Communications Comm'n*, 824 F.2d 1, 3-4 (D.C. Cir. 1987) (agency may not penalize for a violation without first providing notice of its interpretation).

3. Breach. Third, Butler must violate the statutory or regulatory duty. Tr. 115 (testimony of Ms. Aguilar) (there must have been a statutory or regulatory duty that was violated). *See Trans World Airlines v. Thurston*, 469 U.S. 111, 128 n. 22 (1985) (rejecting as "harsh" a willfulness standard that called for nothing more than showing a statutory violation).

4. Willfulness. Fourth, Butler must commit a "'willful failure,'" which means "a knowing failure or a reckless disregard with respect to whether the conduct was contrary" to 8 U.S.C. § 1184 (c) or the 2008 Rules. § 655.65 (e). DOL adopted this standard by expressly relying upon *McLaughlin v. Richland Shoe Co.*, 486 U.S. 128 (1988) and *Trans World Airlines v. Thurston*, 469 U.S. 111 (1985). § 655.65 (e). *McLaughlin* noted that "willful" is synonymous with voluntary, deliberate, and intentional, and held that it means the employer "either knew or showed reckless disregard for the matter of whether its conduct was prohibited by the statute." *McLaughlin*, 486 U.S. at 133. Willfulness is not established by conduct that is "merely negligent" but not reckless, such as the absence of a reasonable belief that the employer was complying with the statute, or a good-faith but incorrect "assumption" that the employer was complying. *McLaughlin*, 486 U.S. at 133, 134, 135 & n. 13. Willfulness is not shown when the employer "simply knew of the potential applicability" of the statute. *Trans World*, 469 U.S. at 127. *See also Wayne J. Griffin Elec., Inc.*, No. 93-05, 1993 Westlaw 537380, at *4 (W.A.B. Oct. 29, 1993) (Where the employer "has

explicit knowledge of violative wage payment practices" and "takes no action to correct the wrong, and violations continue," employer has acted willfully). Nor is willfulness shown through inadvertence, *A. Vento Constr.*, No. 87-51, 1990 Westlaw 484312, at *3 (W.A.B. Oct. 17, 1990), or "inaccurate," but not falsified, records that omitted several employees' names, *Gaines Elec. Serv. Co.*, No. 87-48, 1991 Westlaw 494684, at *3 (W.A.B. Feb. 12, 1991).

To show a knowing or reckless violation, both the *McLaughlin* and *Trans World Airlines* cases illustrate that employers are entitled to rely upon legal advice and professional agents to properly handle H-2B applications. *McLaughlin*, 486 U.S. at 134 (seeking legal advice shows the employer's reasonableness, not recklessness); *Trans World*, 469 U.S. at 129 (employer sought legal advice whether its conduct violated the statute and modified its policy based on that advice, even though the union disagreed with the new policy and the employer believed that the revised action was unnecessary; no evidence that employer was told by counsel that its new policy was discriminatory). Further, the Supreme Court has firmly established in both of those cases that the Administrator must establish that Butler's interpretation was so baseless as to be reckless. *Trans World*, 469 U.S. at 129-30. Similarly, an employer may legitimately rely upon the agency's affirmative advice or interpretations, as well as the failure to issue citations in similar circumstances. Wage and Hour Division, *Field Operations Handbook* § 53a01 (Feb. 5, 1993); *Dalheim v. KDFW-TV*, 712 F. Supp. 533, 539 (N.D. Tex. 1989) (employer relied upon prior WHD audit and advice from legal counsel).

5. Substantiality. Fifth, Butler's violation must be a significant deviation from the terms and conditions of its petition. 8 U.S.C. § 1184 (c) (14) (D). The "petition" within the

meaning of the statute is the I-129 submitted to USCIS, 8 U.S.C. § 1571 (b) (H-2B petition "should be processed not later than 30 days after the filing of the petition"), not the 2008 Rules or the WHD's enforcement policies. *See Administrator v. Camo Technologies, Inc.*, No. 11-026, 2012 Westlaw 4321026, at *2 (Admin. Rev. Bd. Aug. 31, 2012) (compliance with the essential requirements of a statute or regulation can show there was no substantial failure).

II. BUTLER DID NOT SUBSTANTIALLY FAIL TO COMPLY BY MISREPRESENTING ITS TEMPORARY NEED FOR 9 SPECIFIED H-2B WORKERS

A. Proposed Findings of Fact

1. Regulatory preconditions. The Administrator has failed to meet the pre-conditions for alleging a violation of 20 C.F.R. § 655.22 (n) (2009). Despite the formulation of the issues submitted for hearing, *Order Following Prehearing Conference* 2 (May 2, 2019), the misrepresentation-of-need clause says nothing at all about the impropriety of compensating workers at the approved wage rate when they were not performing the job duties for the approved job code. This formulation of the issue also elides an important pre-condition for violating that clause, which requires that specified information must be "truly and accurately stated *on the application*." R. Exh. 76, at 42. This is the very definition of a "misrepresentation." Tr. 113 (testimony of Ms. Aguilar) (misrepresentation occurs in the application when submitted); *id*. at 125-126 (the 2008 Rule required a misstatement in the #9142 itself). The Secretary of Labor acknowledged as much by indicating that the only method within the 2008 Rule for charging employers when H-2B workers served outside of the approved job duties was through willful misrepresentations in the application. R. Exh. 96, at 3; R. Exh. 101, at 5; Tr. 117-118 (testimony of Ms. Aguilar) (interpreting Exhs. 96

and 101). The Administrator's shortcoming is that he never charged a misrepresentation in the application. *Id.* Instead, the Administrator only charged a "substantial failure," which occurs when the employer fails to perform the terms and conditions of the ETA Form 9142 during the following season. *Id.* at 113-114.[2] The fact that Ms. Aguilar was unable to answer the most basic questions merely underscores that the 2008 Rule did not have a misclassification regulation.

2. Regulatory duty. Although the Administrator conceded that he must prove that Butler had a relevant statutory or regulatory duty, Tr. 115 (testimony of Ms. Aguilar), the Administrator was unable to do so.

- **Job description.** During the application process, Ms. Aguilar admitted that the 2008 Rule said nothing at all about how to request a job code. Tr. 119-120 (testimony of Ms. Aguilar). She further admitted that the 2008 Rule said nothing as to how much detail to provide when submitting the job code, and that she did not know if there was a requirement for how many job tasks to provide, *id.* at 127, how to complete the #9142, *id.* at 144, or the correct test to determine a job code, *id.* at 143-144. She also testified that she had never seen instructions for describing job duties, and she did not know whether DOL provided such instructions. *Id.* at 142. Because the 2008 Rule did not specify the relevant test, Ms. Aguilar did not know how employers were to fill out the #9142. R. Exh. 40, at 123 (corporate rep depo of Ms. Aguilar).
- **Limitations on job duties.** Once the season begins, the Administrator's corporate representative frankly conceded that the 2008 Rule did not limit the employer's

[2] Needless to say, the Administrator's omission is highly prejudicial. If the Administrator had complied with the pre-condition and properly charged a misrepresentation in the #9142 that was submitted on November 7, 2012, R. Exh. 7, at 1, and approved on December 14, 2012, R. Exh. 8, at 1, this case should be dismissed pursuant to the statute of limitations.

assigned job duties to the job code requested. R. Exh. 40, at 81-82, 87 and 102. At trial, Ms. Aguilar alternatively professed that the 2008 Rule said "absolutely nothing" about what must be done for an H-2B worker to stay within the assigned job code, Tr. 123-124 (testimony of Ms. Aguilar), but she also testified that she did not know whether the 2008 Rule required H-2B workers to stay within the requested job code, Tr. 116 (testimony of Ms. Aguilar).

Under these circumstances, attempting to impose a regulatory duty would seriously undermine the public's ability to understand the rules that must be followed.

Ms. Aguilar also conceded that she was completely unaware that OFLC permitted the combination of job tasks outside of the norm for a single occupation by compensating with "an additional point." Tr. 145-146 (testimony of Ms. Aguilar) (interpreting R. Exh. 98, at 4). To overcome this deficiency, Ms. Aguilar claimed that an H-2B worker must receive the job code that "more closely aligns" with his "primary duties" performed, Tr. 178-180 (testimony of Ms. Aguilar), but then acknowledged that the 2008 Rule did not require those specific tests to determine a job code, *id*. at 189, or any other tests, *id*. at 143-144. In fact, the only staffing requirement for H-2B employers in 2013 was to "offer terms and conditions of employment which are consistent with the nature of the occupation … and industry …." R. Exh. 77, at 4 (8 C.F.R. § 214.2 (h) (6) (iii) (B)).

3. Knowledge. Given that the Administrator was completely unable to establish any regulatory provisions for describing jobs or limiting job duties, it is not surprising that the Administrator was unable to establish that Butler knew of any such restrictions. Mr. Brajevich testified consistently that

- He was not aware of any 2008 regulatory restrictions or tests for describing or limiting job duties or concentrating job duties to promote efficiency, Tr. 279, 304-305, 308, 310, 320 (testimony of Mr. Brajevich), and he denied that the "primary duty" rule or the "most closely aligned" tests were found in the 2008 Rule, *id*. at 309.
- He was not aware of any 2008 regulations governing FLSA-exempt employers. *Id*. at 294.
- He had never heard of SOC codes or how OFLC performed job coding. *Id*. at 304.
- He had never reviewed the O*Net job descriptions for amusement ride attendants. *Id*. at 305.

He did establish his belief that he satisfied his obligation under R. Exh. 98, at 1, to provide sufficient detail to generate a relevant job code. Tr. 307-308 (testimony of Mr. Brajevich). And he testified that he thought his company was complying in 2013. *Id*. at 359, 363-364.

4. Violation. Because the Administrator was unable to establish a relevant duty that was known to Butler, the Administrator was never able to establish a violation. Ms. Aguilar readily admitted that she could not say how to show a violation when there were no rules for how to describe the job. *Id*. at 129 (testimony of Ms. Aguilar). Ms. Aguilar testified that she did not know whether the 2008 Rule even required the Administrator to establish that the #9142 was false, *id*. at 124, even though the misrepresentation-of-need clause expressly requires as much. Ms. Aguilar testified that the citation was for failing to state the reasons for temporary need. *Id*. at 77-78, 124. Ms. Aguilar was completely unable to establish any affirmative falsity. According to Ms. Aguilar, such falsity was determined "solely" by the statement of temporary need, *id*. at 126, but she readily conceded that there was not a single falsity in the statement of temporary need, *id*. at 127. Even if an omission

of facts could be construed as a violation of the misrepresentation-of-need clause, which it plainly cannot, Ms. Aguilar was unable to establish any material omission without establishing an obligation to describe the job in a particular manner.

Nor was the Administrator able to show that any of Butler's H-2B workers were assigned outside of their job code. Applying for the job code begins by choosing a job title, R. Exh. 86, at 9, but Ms. Aguilar did not know this simple fact, Tr. 132 (testimony of Ms. Aguilar), and was not even aware that the OFLC website allowed job title searches until she was deposed in this case, Tr. 131 (testimony of Ms. Aguilar). Ms. Aguilar conceded that Butler was free to search any job title it wanted. *Id*. at 132. Under the job title test, the best match for "amusement mechanics," "amusement drivers," and "amusement supervisors"[3] was the very job code that Butler used, 39-3091. *Id*. at 131-132. Although Ms. Aguilar had concerns regarding specific duties, *id*. at 47, 60, every single one of those duties was listed as an approved job duty for the carnival attendant selected by Butler, *id*. at 133-141. In light of this, even Ms. Aguilar conceded that it was "possible" that all of these workers had served entirely within their assigned job code. R. Exh. 40, at 121 (corporate rep depo of Ms. Aguilar). Nor did the Administrator rebut Butler's testimony that it was merely being efficient by concentrating approved duties in a small number of H-2B workers. Tr. at 303-304, 318-319 (testimony of Mr. Brajevich).

Needless to say, Butler satisfied the only regulatory staffing requirement, which was to comply with industry practice. This follows because the Butler carnival is staffed just like other carnivals. Tr. 280, 307 (testimony of Mr. Brajevich).

[3] Butler reasonably searched these job titles because all H-2B workers performed carnival work. Tr. 352 (testimony of Mr. Brajevich).

5. Willfulness. The Administrator was also unable to establish that Butler had proceeded willfully or in reckless disregard of its obligation to comply. Ms. Aguilar spent well over 100 hours working this case, Tr. 146 (testimony of Ms. Aguilar), yet there were dozens and dozens of basic issues she was unable to address. Even though the Secretary of Labor claims that the entire application process only takes one hour, 20 min., Ms. Aguilar spent many hours just researching the job-code issue, *id.* at 146-147, and was still unable to answer numerous basic questions. Even Ms. Aguilar conceded that she did not know whether Butler was obligated to exert more effort than she herself had done with unlimited time during the past 6 years, an effort which she readily admitted was "very reasonable." *Id.* at 150. The Administrator has foreclosed common devices by which employers could promote compliance, such as forbidding investigators to put advice to employers in writing or abandoning opinion letters. *Id.* at 149-150. Because the 2008 Rule does not specify any particular tests, Butler did the best that it could under the circumstances. Tr. 309 (testimony of Mr. Brajevich).

Butler also reasonably relied upon the most knowledgeable and experienced consultant in the industry, Mr. James Judkins. Mr. Judkins is well recognized for his expertise and he has served Butler without incident for nearly 2 decades. *Id.* at 274-275. Mr. Judkins was "crucial" because Mr. Brajevich had never applied to the H-2B program previously. *Id.* Mr. Judkins advised that it was proper to use carnival workers in these ways to make the company more efficient. *Id.* at 279. Mr. Brajevich did, and was entitled to, rely upon a professional consultant such as Mr. Judkins. *Id.* at 305-306. Given that there was nothing to indicate that the company was acting improperly, *id.* at 279, and that the OFLC had specifically approved Butler to follow industry practice and operate the company

efficiently, *id*. at 292-293, it was quite reasonable – and certainly not reckless – for Butler to pursue this course of action.

6. Substantiality. Finally, the Administrator failed to carry his burden to establish a "significant deviation." Even Ms. Aguilar conceded that she was not aware of any evidence of a significant deviation. Tr. 152 (testimony of Ms. Aguilar).

Nor was any purported violation "substantial." 29 C.F.R. § 655.60 (b). The H-2A program has long recognized the "incidental-duty" rule. Under the H-2A program, "incidental activities" for agricultural labor include operating roadside retail stands, managing pick-your-own activities, and driving a tractor for a hay ride. 73 Fed. Reg. 77110, 77117 (Dec. 18, 2008). It would be difficult or impossible to list all potential "minor and incidental" job responsibilities. *Id*. at 78118. This provision is relevant under the rule from *GT Trans, Inc.*, 2016-TLN-29, at *6 (BALCA Apr. 15, 2016) (borrowing the H-1B definition of "place of employment" to define the interchangeable term, "worksite") and *Brook Ledge, Inc.*, 2016-TLN-00033, at *5-6 (BALCA May 10, 2016) (same).

B. Specific Conclusions of Law

The Administrator failed to show an enforceable regulation that Butler knowingly or recklessly disregarded when assigning its H-2B workers to job duties.

III. BUTLER IS NOT LIABLE FOR BACK WAGES OR CIVIL MONEY PENALTIES

A. Proposed Findings of Fact

Even if the Administrator could establish a regulatory violation, the Administrator would still not be entitled to back wages or civil money penalties. As indicated in the opening section, the 2008 Rule simply does not allow back wages as a remedy for this purported violation. R. Exh. 76, at 46 (§ 655.65 (i)).

1. Back wage calculations. The Administrator's back wage calculations have been strikingly inconsistent. The Administrator has calculated back wages 6 different ways. R. Exh. 14, at 1 (original calculation); R. Exh. 16 (revised calculation); R. Exh. 19, at 1 (original determination letter); R. Exh. 106, at 2 (initial disclosures); *Administrator's Motion to Amend* and *Prehearing Statement* (Apr. 8, 2019); R. Exh. 19, at 5 (amended determination letter). These endless revisions have been borne by such elementary mistakes as limiting the prevailing wage rate to a single locality, Tr. 90, 92, 95 (testimony of Ms. Aguilar), a lack of awareness for the special procedures governing carnival workers, *id.*; R. Exh. 79 (carnival worker special procedures); R. Exh. 85 (same), relying upon localities where these workers never performed, Tr. 97 (testimony of Ms. Aguilar), relying upon the wrong year of data, *id.* at 165, and a striking inability to explain differences from one calculation to the next, *id.* at 93, 165.

The major difference in the parties' calculation of back wages is the Administrator's wholesale disregard of Butler's *countersigned* time records. Although the Administrator claimed that there were no timekeeping records at all, Tr. 17 (opening statement), this was plainly not true. Ms. Aguilar testified that Butler's contemporaneous time records were provided to her, *id.* at 108 (testimony of Ms. Aguilar), and that she knew they were countersigned each week by each worker, *id.* at 108. Ms. Aguilar completely rejected these time records because

- It was "difficult to get a lot of information from these." *Id.* at 39.
- The time records would have been "more credible" if they had been handwritten, "more contemporaneous," or the workers had "interact[ed] with the document" rather than office personnel re-typing them. *Id.* at 40, 71, 154.

- Unknown and unspecified workers claimed that the timesheets did not include pre-opening work. *Id*. at 45, 71.
- The time records were "just a random document." *Id*. at 158.

Once she dismissed the time records out of hand, Ms. Aguilar testified that she now had license to "reconstruct" based upon the most reasonable estimate of hours worked. *Id*.

Ms. Aguilar's disregard of countersigned time records should itself be rejected. She admits that FLSA-exempt employers such as Butler were not required to keep any time records. *Id*. at 100, 106-107, 169; R. Exh. 20 & 21 (calculation of FLSA exemption). Inexplicably, she rejected *countersigned* time records without any further investigation why they were countersigned, something that she admits she should have done. Tr. 109 (testimony of Ms. Aguilar). If she had investigated, she would have determined that the time records recorded actual hours worked. *Id*. at 314 (testimony of Mr. Brajevich). Ultimately, Ms. Aguilar rejected Butler's business records without any authority or regulatory basis under the H-2B program, which does not require any particular timekeeping method. *Id*. at 156 (testimony of Ms. Aguilar). Butler has been audited nearly every year for more than a dozen years, and no other state agency has ever challenged the reliability of Butler's timekeeping. *Id*. at 291-292 (testimony of Mr. Brajevich).

The rest of Butler's disputes with the Administrator's back wage calculation is captured in the evidence summary marked as R. Exh. 47. As reflected in that exhibit, along with the numerous source documents identified in the column headings,

- **Work weeks**. Butler accepted the number of work weeks that the Administrator had calculated pre-hearing.

- **Average hours per week.** Butler rejected the Administrator's "reconstructed" average hours of work per week of 40 (based on the claimed timekeeping deficiency), Tr. 68, 153, 159 (testimony of Ms. Aguilar), and relied upon countersigned timesheets produced each week and found in designated pages within the payroll records marked as R. Exh. 26.
- **Pay rate.** Unlike the Administrator, Butler determined the hourly pay range based on the alternative job codes proposed by the Administrator.
- **Average pay per hour.** Butler agreed with the Administrator to use the average pay rate for the alternative job codes, Tr. 70 (testimony of Ms. Aguilar), but limited it to the 4 areas of intended employment where these individuals actually worked rather than the Administrator's largely-irrelevant list of 35 locations worked by all other units, *id*. at 97, 157, 183-186 (Ms. Aguilar did not know whether the worksites, which were plainly grouped within the payroll, had been provided to her, or where the specific workers had worked); *id*. at 187 (Ms. Aguilar admitted that she would have made the same calculation if she believed that the entire payroll – including where the workers were employed – was credible). Butler also relied upon skill level I wages,[4] rather than the "mean" (or average) wages that Ms. Aguilar used.
- **Back wage claim.** Butler calculated total pay based upon these figures, which were substantially lower than the Administrator's figures.

[4] Butler requested skill level I wages, *id*. at 314-315 (testimony of Mr. Brajevich), and OFLC issued them, R. Exh. 5, at 4, but this was a factor with which Ms. Aguilar was completely unfamiliar, Tr. 120-123, 160-161 (testimony of Ms. Aguilar),

- **Wages paid.** Butler juxtaposed the wages that were actually paid, which established that 4 of the individuals were overpaid and 5 of them had nominal "shortages" if entitled to the Administrator's alternative job codes.

2. Credits. Butler also claimed a series of credits. A credit is an amount that is used to offset legal obligations. Tr. 101 (testimony of Ms. Aguilar). The 2008 Rule did not say what rules apply when employers such as Butler were FLSA exempt. *Id.* Ms. Aguilar acknowledged that H-2B employers can have credits as offsets. *Id.* at 169. None of the near-annual state wage and hour audits had ever challenged any of Butler's credits. *Id.* at 291 (testimony of Mr. Brajevich).

The major dispute concerned the "primary benefit rule." Ms. Aguilar conceded that FLSA-exempt employers such as Butler were also exempt from the primary benefit rule, and that the 2008 Rule did not independently apply the primary benefit rule to Butler. Tr. 102 (testimony of Ms. Aguilar). *Accord Administrator v. Wade Shows, Inc.*, No. 2013-TNE-1, at *8 (OALJ Apr. 10, 2015), *aff'd in part & dismissed*, No. 15-052 (ARB June 20, 2017), *modified on other grounds*, No. 15-052 (ARB Sept. 11, 2017) (attached as R. Exh. 100). Despite having correctly conceded the point, Ms. Aguilar belatedly attempted to inject primary benefit arguments, which should be rejected because not regulatorily required.

Ms. Aguilar also acknowledged that she did not know the significance of OFLC approving Butler to follow industry practice related to weekly salaries, housing, and transportation. Because she was unfamiliar with carnival practices, she was unable to address whether Butler had complied with prevailing practice. Id. at 101. Thus, it was uncontested that Butler was following industry practice on these and other issues. *Id.* at 287, 292-293 (testimony of Mr. Brajevich).

The Administrator also never challenged, much less charged, that Butler satisfied the threshold requirements under the 2008 Rule for claiming "deductions" as credits. *See* R. Exh. 76, at 41 (§ 655.22 (g) (1)). Thus, it was undisputed that the H-2B workers were well aware of these credits. More than 90% of the workers were returning from the prior year, so they already knew the Butler system. Tr. 282 (testimony of Mr. Brajevich). Mr. Judkins and his staff were also responsible for educating all workers on these issues so that they could get approved at the consulate. *Id*. at 280-282. The same information was then reinforced as part of Butler's orientation upon arrival at the beginning of the season. *Id*. at 284. And the workers themselves have affirmed their knowledge directly to Mr. Brajevich, *id*. at 283, and signed a witness statement to the same effect, R. Exh. 39, at 1. This witness statement included 3 of the 9 specified individuals who continue to work for Butler. Tr. 283-284 (testimony of Mr. Brajevich).

These credits were also "reasonable." Although that term is not defined for FLSA-exempt employers within the 2008 Rule, the credits were "reasonable" because they were based upon Butler's cost basis and did not include any profit. They were also reasonable because the parties agreed to them. R. Exh. 39, at 1.

Turning now to the calculation of credits as reflected in R. Exh. 47.

- **Income tax**. It is undisputed that Butler paid the employee's obligation for income taxes. Tr. 111 (testimony of Ms. Aguilar); Tr. 246, 248, 262, 264 (testimony of Mr. Tom Shobaken); Tr. 300 (testimony of Mr. Brajevich). It is undisputed that there are no regulatory restrictions on an employer claiming a credit for paying the worker's portion of the income tax. Tr. 111 (testimony of Ms. Aguilar); Tr. 300 (testimony of

Mr. Brajevich). The source documents for the payment of income taxes are gathered in R. Exh. 37 and calculated in R. Exh. 47.

- **Housing.** It is undisputed that housing is a normal expense of living and it has value. Tr. 104 (testimony of Ms. Aguilar). It is also undisputed that carnivals could take a housing credit in 2013.[5] Tr. 105, 188 (testimony of Ms. Aguilar); R. Exh. 83 (guidance letter from DOL). OFLC approved Butler to provide housing consistent with industry practice, and that is exactly what Butler did. Tr. 287, 288, 294-295 (testimony of Mr. Brajevich). Butler's bunkhouses included valuable, modern living conveniences. Tr. 295 (testimony of Mr. Brajevich). The source documents for the cost of housing are gathered in R. Exh. 31 and calculated in R. Exh. 31, at 1, and R. Exh. 47.
- **Relocation travel.** It is undisputed that relocation travel is available for credit to FLSA-exempt employers. Tr. 111 (testimony of Ms. Aguilar). OFLC approved Butler to provide relocation travel consistent with industry practice, and that is exactly what Butler did. Tr. 287, 288 (testimony of Mr. Brajevich). It was reasonable to divide total relocation cost by all workers. Tr. 112 (testimony of Ms.

[5] Ms. Aguilar implied, without actually contending, that there might be issues relating to primary benefit, cost basis, voluntariness, and health and safety standards. Tr. 174 (testimony of Ms. Aguilar). Even if the primary benefit rule applies to FLSA-exempt employers, Butler never benefited from having workers near the worksite and had no way to call them back to work during off hours. Tr. 373-374 (testimony of Mr. Brajevich). Mr. Brajevich recited at great length a list of reasons why employees primarily benefit from mobile housing, *id*. at 296-299, 372-374, and that testimony was undisputed. All of Butler's housing credit was determined solely by cost basis. Tr. 201-211 (testimony of Mr. Nittler). Bunkhouses were always provided voluntarily, and Butler's bunkhouses were frequently inspected and approved under local health and safety ordinances. Tr. 299 (testimony of Mr. Brajevich).

Aguilar). The source documents for the cost of in-and-out-of-country travel are gathered in R. Exh. 33 and calculated in R. Exh. 34, at 1, and R. Exh. 47.

- **Local convenience travel**. It is undisputed that local convenience travel is a classic benefit for workers. Tr. 113 (testimony of Ms. Aguilar). OFLC approved Butler to provide local convenience travel consistent with industry practice, and that is exactly what Butler did. Tr. 287, 288 (testimony of Mr. Brajevich). The source documents for the cost of local convenience travel are gathered in R. Exh. 35 and calculated in R. Exh. 36, at 1, and R. Exh. 47.
- **Prepayment plan**. It is undisputed that an employer can pay wages in advance and take a credit toward future obligations. Tr. 103 (testimony of Ms. Aguilar). DOL has long recognized that employers may prepay for work to be performed later in the season, then recoup that credit later, and that this allows employees the benefit of a fairly stable wage rate even as weekly hours fluctuate. *E.g.*, *Wage-And-Hour Opinion Letter* (May 21, 1971); *Wage-And-Hour Opinion Letter No. FLSA 2005-3*, at ¶ 4 (Jan. 7, 2005) < http://www.dol.gov/whd/opinion/FLSA/2005/2005_01_07_3_FLSA_PrepaymentPlan.pdf >; U.S. Department of Labor, Wage & Hour Division, *Field Operations Handbook* ¶ 32j16c (2016) < http://www.dol.gov/whd/FOH/FOH_Ch32.pdf >. OFLC approved Butler to provide a weekly salary consistent with industry practice, and that is exactly what Butler did. Tr. 287, 288-289, 293 (testimony of Mr. Brajevich). This benefits employees because it averages out and they get paid for what they are owed. *Id.* at 290. Butler is audited nearly every year and no state officials have ever suggested there was a problem with their prepayment plan. *Id.* at

291. This amount is available as a credit because Butler's prepayment plan was based upon 40 hours per week, even though the workers never reached that amount during the early season at issue in this case.

The very purpose of taking these credits for benefits conferred is restitutionary: to put the parties in the position that they would have been in, the Administrator's purported goal in this case, Tr. 52 (testimony of Ms. Aguilar). *See, e.g.*, *Wage-And-Hour Opinion Letter No. FLSA 2005-3*, at ¶ 4 (Jan. 7, 2005) (discussing the purpose of a prepayment plan) < http://www.dol.gov/whd/opinion/FLSA/2005/2005_01_07_3_FLSA_PrepaymentPlan.pdf >; U.S. Department of Labor, Wage & Hour Division, *Field Operations Handbook* ¶ 32j16c (2016) (same) < http://www.dol.gov/whd/FOH/FOH_Ch32.pdf >. As long as the benefit was conferred, then Butler's restitutionary interest must be satisfied, regardless of when the benefit occurred. As demonstrated with the calculations in R. Exh. 47, "total compensation," which includes "wages paid" and Butler's credits, far exceeds the Administrator's "back wage claim" for all 9 individuals. Thus, none of these individuals are entitled to back wages.

3. CMP's. There are 2 methods for determining CMP's. To the extent that the Administrator based that determination on the hefty back wage claim, Tr. 162 (testimony of Ms. Aguilar), the corresponding CMP's must similarly fall.

To the extent that the Administrator may belatedly claim to invoke consideration of the mandatory 7 factors, those similarly point to no CMP's. It is undisputed that Butler has a clean enforcement history, and that only a small portion of Butler's large workforce was affected. Tr. 162-163 (testimony of Ms. Aguilar); Tr. 315 (testimony of Mr. Brajevich). Ms. Aguilar was unable to recall any conclusions she may have reached as to the remaining

factors, which constitutes a failure of the Administrator's burden of proof. Even in this void, Butler still established without dispute that it takes extensive efforts to maintain compliance. *Id*. at 316-317. Further, Butler did not obtain any financial gain; to the contrary, all of these workers were handsomely overpaid. R. Exh. 47. The Administrator attempted to suggest that Butler should have changed course during the intervening 6 years, Tr. 363-364 (testimony of Mr. Brajevich), but that would have been interpreted as acknowledging a violation that does not exist in fact. *See Administrator v. Camo Technologies, Inc.*, No. 11-026, 2012 Westlaw 4321026, at *6 (Admin. Rev. Bd. Aug. 31, 2012) (employer's conduct of attempting to comply showed a duty)

B. Specific Conclusions of Law

The Administrator has failed to show that Butler is liable for back wage remedies or CMP's.

IV. THE ADMINISTRATOR IS BARRED BY THE DOCTRINE OF LACHES FROM PURSUING THIS ACTION

A. Proposed Findings of Fact

This enforcement action should be dismissed because the Administrator's dilatory actions substantially prejudiced Butler. Agency delay that causes a loss of the case raises due process and equal protection violations. *Logan v. Zimmerman Brush Co.*, 455 U.S. 422 (1982). Although summary adjudication was entered on the assumption that this case was properly alleged as a substantial failure, that has now been disproven and the case should have been pled as a misrepresentation.

Under the doctrine of laches, the 2008 Rule applied once R. Exh. 8 was certified on December 14, 2012, Tr. 87 (testimony of Ms. Aguilar); R. Exh. 76, at 46 (§ 655.65 (f)), yet the Administrator – without explanation – allowed this case to languish for well over 5 years

before the determination letter was finally filed. There was no contact whatsoever from February 25, 2014, until 4 years later when the determination letter was finally filed. Tr. 94 (testimony of Ms. Aguilar). During this time, the Administrator did not signal that the case was still active or offer any other explanation for the delay. *Id*. at 94, 95.

This inordinate delay caused real-world prejudice to Butler.

- Butler's *entire* management team for the implicated Butch's Unit have now departed and can no longer be found. These managers are not bit players; not surprisingly, they were in the best position to refute the Administrator's version of the facts. At least one of them was interviewed by Ms. Aguilar, but did not even provide a witness statement, so the only evidence from that manager is filtered through Ms. Aguilar's bias. *Id*. at 324-326.
- A large number of Butler's 2013 employees no longer work for the company and are presumably dispersed throughout Mexico. Most critically, 6 of the 9 specified individuals are long gone. *Id*. at 324.
- Butler's records have also been seriously impaired. The company underwent a major move after several decades, which caused their paper records to be lost to them. *Id*. at 324. Even the Secretary of Labor has recognized that carnivals in particular cannot be expected to maintain records for 5 years, which is why the H-2B record retention is set at 3 years. R. Exh. 76, at 5 and 25.

B. Specific Conclusions of Law

The Administrator's dilatory actions severely prejudiced Butler such that the case should be dismissed under the doctrine of laches.

V. MR. MICHAEL BRAJEVICH IS NOT LIABLE FOR VIOLATIONS IN HIS INDIVIDUAL CAPACITY

A. Proposed Findings of Fact

The allegations against Mr. Brajevich personally should be dismissed for several additional reasons. First, only the "employer" may be held liable. R. Exh. 76, at 46 (§ 655.60). According to the regulations, a qualifying "employer" must have a "place of business," have an "employer relationship" with the H-2B workers, and possess a valid FEIN. *Id*. at 36 (§ 655.4). The Administrator completely failed to meet its burden to prove any of these elements.

Second, the Administrator failed to make out a *prima facie* case as to all of the necessary elements to establish Mr. Brajevich's regulatory violation. The evidence has already been recounted that Butler as a corporate entity had no knowledge of any duty that it willfully or recklessly violated. To a large extent, that evidence similarly applies to Mr. Brajevich. Nothing proves the sheer collapse of the Administrator's case than when Ms. Aguilar testified that there was no evidence that Mr. Brajevich knew these H-2B workers were working outside of the job code, Tr. 147-148 (testimony of Ms. Aguilar), and that Mr. Brajevich was joined personally "simply" because he signed the 9142, *id*. at 181. This is all the more true because this was literally the 1st time that Mr. Brajevich had signed an H-2B application or interacted with the H-2B program. *Id*. At 273-274 (testimony of Mr. Brajevich). There is no provision within the H-2B regulations for vicarious liability for the acts of others, and this the Administrator's abject failure of proof. Effectively, the Administrator has improperly presumed that Mr. Brajevich's actions were improper.

Finally, there was no evidence that the Administrator intended to put Mr. Brajevich on notice that he was personally liable for the actions of a corporate entity. The

determination letter makes Mr. Brajevich an afterthought rather than a responsible party. R. Exh. 19

B. Specific Conclusions of Law

The Administrator failed to show that Mr. Brajevich individually was liable for willfully failing to comply with the misrepresentation-of-need clause.

VI. SPECIFIC RELIEF SOUGHT

For these reasons, Butler prays that the Administrator's determination be reversed and that all requested remedies be denied.

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CERTIFICATE OF SERVICE

Respondents Butler Amusements, Inc., and Michael Brajevich hereby certify that on July 23, 2019, copies of the following:

1. Respondents' Post-Hearing Brief

Was Federal Expressed to:

Chief Docket Clerk
Office of Administrative Law Judges
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R. WAYNE PIERCE

U.S. Department of Labor

Administrative Review Board
200 Constitution Ave. NW
Washington, DC 20210-0001

IN THE MATTER OF:

ADMINISTRATOR, WAGE AND HOUR DIVISION, UNITED STATES DEPARTMENT OF LABOR,

PROSECUTING PARTY,

v.

BUTLER AMUSEMENTS, INC. and MICHAEL BRAJEVICH, an individual,

RESPONDENTS.

ARB CASE NO. 2021-0007

ALJ CASE NO. 2018-TNE-00019

DATE: November 3, 2020

NOTICE OF APPEAL AND ORDER ESTABLISHING BRIEFING SCHEDULE

On October 30, 2020, Respondent filed a petition for review of Administrative Law Judge Richard M. Clark's Decision and Order issued September 30, 2020. This notice constitutes acceptance of the petition for review by the Administrative Review Board (Board or ARB).

The Board offers an Electronic File and Service Request (EFSR) system. The EFSR for electronic filing (eFile) permits the submission of forms and documents to the Board through the Internet instead of using postal mail and fax. The EFSR portal allows parties to file new appeals electronically, receive electronic service of Board issuances, file briefs and motions electronically, and check the status of existing appeals via a web-based interface accessible 24 hours every day. No paper copies need be filed.

PARTIES REPRESENTED BY COUNSEL MUST USE E-FILING ABSENT GOOD CAUSE SHOWN.

An e-Filer must register as a user by filing an online registration form. To register, the e-Filer must have a valid e-mail address. The Board must validate the e-Filer before electronically filing any document. After the Board has accepted an e-

Filing, it is handled just as it would be had it been filed in a more traditional manner.

e-Filers will also have access to electronic service (eService), which is simply a way to receive documents, issued by the Board, through the Internet instead of mailing paper notices/documents. Information regarding registration for access to the EFSR system, as well as a step-by-step user guide and FAQs can be found at https://dol-appeals.entellitrak.com. Please send any procedural questions or comments to Boards-EFSR-Help@dol.gov.

Mail or deliver paper copies (if e-Filing is not used) of pleadings, including briefs, appendices, motion, and other supporting documentation to the Administrative Review Board, U.S. Department of Labor, 200 Constitution Avenue, N.W., Room S-5220, Washington, D.C., 20210.

This is the briefing schedule for this case:

OPENING BRIEF: Within twenty-eight (28) days of the issuance of this Order, the petitioner must file with the Board a supporting legal brief of points and authorities.

RESPONSE BRIEF: The opposing party must file any response in opposition to the supporting legal brief with the Board within twenty-eight (28) calendar days from the date of service of the petitioner's principal legal brief.

REPLY BRIEF: Within fourteen (14) calendar days of the service of a legal brief in opposition to the petitioner's opening brief, the petitioner may file a reply brief.

ALL BRIEFS: No further briefs may be filed without the permission of the Board. The filer must concurrently serve a copy of the any brief upon the opposing party and file a certification of such service with the Board. Service is effective upon mailing or hand delivery. Except as otherwise specified in this Order, the form of all briefs and other filings shall comply with Federal Rule of Appellate Procedure (FRAP) 32(a). The content of all briefs must comply to the extent practicable with FRAP 28.

OTHER FILINGS

No appendix may be filed without permission of the Board. Any appendix must be efiled electronically unless good cause is shown by a pro se party why filing an electronic version is impossible or impracticable.

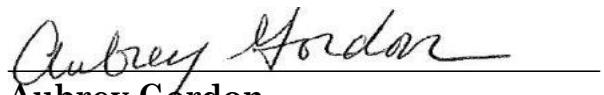
All motions and other requests for extraordinary action by the Board (including, but not limited to, requests for extensions of time or expansion of page limitations) shall be in the form of a motion appropriately captioned, titled, formatted and signed, consistent with FRAP 27(d).

OTHER MATTERS

All pleadings should include the ARB case number as it appears in this Order.

The Administrative Review Board encourages the parties to consider the alternative dispute resolution (ADR) program administered by the Office of Administrative Law Judges (OALJ). The OALJ offers two types of court-sponsored alternative dispute resolution: settlement judges and mediation services. If all parties agree to use the OALJ ADR program, they should jointly notify the Board of their intention, and the Chair of the Board will refer the matter to the Chief Administrative Law Judge for the limited purpose of appointing a mediator or settlement judge (other than a judge previously involved in the case). Unless the Chief Administrative Law Judge directs otherwise, settlement discussions must be completed within 56 days of the date of referral or the case will be automatically returned to the Board for the issuance of a new briefing schedule on the original grant of the petition for review. If the matter is settled, any agreement or consent findings will be reviewed and approved by the Board.

FOR THE ADMINISTRATIVE REVIEW BOARD:



Aubrey Gordon
General Counsel

NOTE: Questions regarding any case pending before the Board should be directed to the Board's staff. Telephone: (202) 693-6200; Facsimile (202) 693-6220

ADMINISTRATIVE REVIEW BOARD
Certificate of Service

ARB CASE NAME: ***Administrator, Wage and Hour Division v. Butler Amusements, Inc. and Michael Brajevich, an individual***

ARB CASE NO. : **2021-0007**

ALJ CASE NO. : **2018-TNE-00019**

DOCUMENT : **ORDER**

An electronic copy of the above-referenced document was sent to the following persons on

November 3, 2020.

ELECTRONICALLY FILED:

R. Wayne Pierce, Esq.
The Pierce Law Firm LLC
Counsel representing Respondents

Deputy Associate Solicitor
U.S. Department of Labor

Hon. Richard M. Clark
Administrative Law Judge
San Francisco, CA

Hon. Stephen Henley
Chief Administrative Law Judge
Washington, DC

THE ADMINISTRATIVE REVIEW BOARD
U.S. DEPARTMENT OF LABOR
WASHINGTON, DC

In the Matter of:	*	
ADMINISTRATOR, WAGE & HOUR DIVISION,	*	ARB Case No. 2020-0007
	*	ALJ Case No. 2018-TNE-00019
Prosecuting Party,	*	
v.	*	
BUTLER AMUSEMENTS, INC., and MICHAEL BRAJEVICH	*	
Respondent.	*	

* * * * * * * * * * * * *

JOINT MOTION FOR ENLARGEMENT OF TIME

Pursuant to Fed. R. App. Proc. 26 (b) and Fed. R. Civ. Proc. 6 (b) (1) (A), the Respondent moves for an enlargement of time to file its reply brief . In support, the Respondent states as follows:

1. Under the scheduling order, the following briefing schedule applies:

December 1, 2020 – Respondent's opening brief

December 29, 2020 – Administrator's response brief

January 12, 2021 – Administrator's reply brief

2. The parties request that the following briefing schedule be adopted:

December 31, 2020 – Respondent's opening brief

February 1, 2021 – Administrator's response brief

February 22, 2021 – Administrator's reply brief

3. Good cause exists for these brief extensions. The global pandemic caused by the coronavirus has created unforeseeable problems complying with the current schedule. Respondent's counsel relies on the research support and services at the Maryland Court of Appeals law library in Annapolis, but they have drastically reduced operating hours and access is by appointment only. Further, the Library of Congress remains closed to the public. This means that any work product would be entirely deficient and would lack the quality that this case deserves and which would assist the Board. We have not located a comparable library with public access. The Administrator's counsel and the additional reviewers of the Administrator's brief have previously scheduled leave during the holidays that would interfere with the current deadlines.

Conclusion

For these reasons, the parties pray that the amended briefing schedule be adopted.

By: R Wayne Pierce

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Attorney for Administrator

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on November 24, 2020, this Joint Motion for Enlargement of Time was served by e-mail to

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R Wayne Pierce
R. Wayne Pierce

U.S. Department of Labor

Administrative Review Board
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In the Matter of:

ADMINISTRATOR, WAGE AND HOUR DIVISION, UNITED STATES DEPARTMENT OF LABOR,

PROSECUTING PARTY,

v.

BUTLER AMUSEMENTS, INC. and MICHAEL BRAJEVICH, an individual,

RESPONDENTS.

ARB CASE NO. 2021-0007

ALJ CASE NO. 2018-TNE-00019

DATE: December 2, 2020

ORDER GRANTING EXTENSION OF TIME AND AMENDING BRIEFING SCHEDULE

The Administrative Review Board has received a Joint Motion for an Extension of Time. For good cause shown the Motion is **GRANTED.** The briefing schedule has been amended as follows:

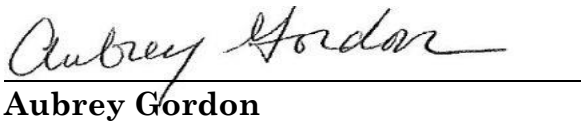
On or before December 31, 2020, Respondent shall file the opening brief.

On or before February 1, 2021, the Administrator may file a response brief.

On or before February 22, 2021, Respondent may file a reply brief.

In all other respects, the Notice of Appeal and Order Establishing Briefing Schedule issued November 3, 2020, remains in effect.

FOR THE ADMINISTRATIVE REVIEW BOARD:



Aubrey Gordon
General Counsel

Note: Questions regarding any case pending before the Board should be directed to the Board's staff. Telephone: (202) 693-6200, Facsimile: (202) 693-6220

CERTIFICATE OF SERVICE

ARB-2021-0007 Butler Amusements, Inc. v. Butler Amusements, Inc. (Case No: 2018-TNE-00019)

I certify that the parties below were served this day.

12/02/2020
(DATE)

Thomas O. Shepherd, Jr., Esq.
Clerk of the Appellate Boards

Mr. Robert Wayne Pierce
133 Defense Highway, Suite 201
Annapolis, MD 21401
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Ms. Sara A Conrath
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--Electronic

THE ADMINISTRATIVE REVIEW BOARD
U.S. DEPARTMENT OF LABOR
WASHINGTON, DC

In the Matter of:	*	
ADMINISTRATOR, WAGE & HOUR DIVISION,	*	
Prosecuting Party,	*	ARB Case No. 2021-0007
v.	*	ALJ Case No. 2018-TNE-00019
BUTLER AMUSEMENTS, INC., and MICHAEL BRAJEVICH, an individual	*	
Employer-Respondent.	*	

* * * * * * * * * * * * * *

Appeal from the Office of Administrative Law Judges
(Hon. Richard M. Clark, Administrative Law Judge)

BRIEF OF EMPLOYER-RESPONDENT

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Attorney for Employer-Respondent

December 31, 2020

CORPORATE DISCLOSURE STATEMENT

Pursuant to Fed. R. App. Proc. 26.1 (a), Employer-Respondent hereby discloses that there are no:

- Parent corporations.
- Publicly-held companies holding 10% or more of the party's stock.
- Publicly-held corporations with a financial interest in the outcome of the proceeding that are aligned with any appellant.

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GLOSSARY OF ABBREVIATIONS, ACRONYMS, TERMS, AND VISAS

2008 DHS Rule	– 73 Fed. Reg. 78104 (Dec. 19, 2008), codified as 8 C.F.R. §214.2(h)(6)
2008 DOL Rule	– 73 Fed. Reg. 78020 (Dec. 19, 2008), *codified as* 20 C.F.R. §655, Subpart A (2009)
2012 DOL Rule	– 77 Fed. Reg. 10038 (Feb. 21, 2012)
2013 IFR	– 78 Fed. Reg. 24047 (Apr. 24, 2013)
2015 DHS-DOL Rule	– 80 Fed. Reg. 24042 (Apr. 29, 2015) and *id*. at 24146
2015 Enforcement Rule	– WHD's H-2B enforcement regulations 80 Fed. Reg. 24084, 24131 (Apr. 29, 2015), *codified as* 29 C.F.R. §503
2015 Final Wage Rule	– ETA's H-2B administrative regulations governing the wage methodology 80 Fed. Reg. 24146 (Apr. 29, 2015), *codified as* 20 C.F.R. §655.10
2015 IFR	– 80 Fed. Reg. 24042 (Apr. 29, 2015) (AR 000001-104), consisting of ETA's H-2B program administration regulations known as the "2015 Program Rules," as well as WHD's separate H-2B enforcement regulations known as the "2015 Enforcement Rules"
2015 Program Rules	– ETA's H-2B program administration regulations 80 Fed. Reg. 24050, 24108 (Apr. 29, 2015), *codified as* Subpart A of DOL's 20 C.F.R. §655
Ad. Exh.	– Administrator's Exhibit
APA	– Administrative Procedure Act of 1946
CMP	– Civil money penalty
D&O	– Decision and Border
DHS	– Department of Homeland Security

DOL	– Department of Labor
Er.Add.	– Employers' Addendum
ETA	– Employment and Training Administration
FLSA	– Fair Labor Standards Act, 29 U.S.C. §§ 201-219
H-2B clause	– 8 U.S.C. §1101(a)(15)(H)(ii)(b)
IFR	– Interim Final Rule
INA	– Immigration and Nationality Act of 1952
INS	– Immigration and Naturalization Service
J.A.	– Joint Appendix
R. Exh.	– Respondent's Exhibit
SWA	– State workforce agency
USCIS	– United States Citizenship and Immigration Service
WHD	– Wage and Hour Division

JURISDICTION

This is an administrative appeal of a Wage and Hour Division enforcement action under the H-2B visa program as provided in the H-2B clause, 8 U.S.C. § 1101(a)(15)(H)(ii)(b). Although Employer-Respondent disputes the legality of such efforts, the Secretary of Labor purported to extend jurisdiction over the original OALJ proceeding under the 2008 DOL Rule, 20 C.F.R. § 655.71 (2009). This Board's jurisdiction is based upon 20 C.F.R. § 655.76 (2009). The Decision and Order was entered as final on September 30, 2020. This appeal was timely filed on October 30, 2020.

ISSUES

1. Whether this action is time-barred by the statute of limitations.

2. Whether Employer-Respondent substantially failed to comply with 20 C.F.R. § 655.22 (n) (2009) by misrepresenting its temporary need for 9 specified H-2B workers.

3. Whether Employer-Respondent is liable for back wages of $26,786 and civil money penalties of $10,000.

4. Whether the 2008 DOL Rule is legally enforceable.

STATEMENT OF CASE

I. COURSE OF PROCEEDINGS

This enforcement action is based exclusively on purported violations of the 2008 DOL Rule. D&O 1 & 17. There are no allegations that the 2015 IFR was violated. D&O 17. Employer-Respondent filed a motion for summary judgment based in part on the statute of limitations, which the A.L.J. denied. Order (Nov. 14, 2018). The factual hearing occurred on May 8-9, 2019. D&O 1. Both parties submitted post-hearing briefs on July 23, 2019. On September 30, 2020, the A.L.J. filed a Decision & Order, ruling in favor of the Employer-Respondent on several issues, but ruling that the Employer-Respondent violated 20 C.F.R. § 655.22 (n) (2009) because nine H-2B employees worked outside of their job classification, and assessing back wages of $26,786 and CMP's of $10,000. D&O 31.

II. RULINGS PRESENTED FOR REVIEW

A. Statute of Limitations

The timeline relevant to the statute of limitations is straightforward.

- November 7, 2012 – Employer-Respondent applied for a labor certification by submitting ETA Form #9142. R. Exh. 7, p. 1, 13; R. Exh. 8, p. 1.
- December 14, 2012 – DOL approved Employer-Respondent's #9142. R. Exh. 9, p. 1-2.
- December 17, 2012 – Employer-Respondent submitted its I-129 to USCIS. R. Exh. 11, p. 1, 7.
- January 4, 2013 – USCIS approved Employer-Respondent's I-129. R. Exh. 13, p. 1.
- February 1, 2013 – Employer-Respondent's season began. R. Exh. 7, p. 2; R. Exh. 51, pp. 8-17. D&O 13 (relevant workers had

arrived by Feb. 2, 2013, and payslips show them getting paid by Feb. 4, 2013).

- February 6, 2018 – Administrator mailed the determination letter. D&O 13.

Based on these undisputed facts, Employer-Respondent moved for summary dismissal because the case was time-barred by the statute of limitations. The A.L.J. determined as a matter of law that the 5-year statute of limitations contained in 28 U.S.C. § 2462 governed, then determined as a matter of law that the case was not barred by the statute of limitations. According to the ALJ,

> the limitations period began to accrue upon Respondents' alleged violations of the regulations, which the Administrator describes as "employing H-2B workers in jobs not identified in the work order." [Citing the Administrator's concession on this point.] Respondents' alleged violation ran from the period of February 1, 2013, through April 24, 2013. Therefore, since the Determination Letter was issued before April 24, 2018, this proceeding was timely commenced and is not time-barred.

Order at *18 (Nov. 14, 2018).

B. Violation of 20 C.F.R. § 655.22 (n)

The evidence showed that the pertinent regulatory provision can only be violated through a misrepresentation in the application, not through substantial failure to comply as the Administrator charged. Moreover, the Administrator failed to establish that there was a regulatory duty imposed on Respondent-Employer that required it to provide a different job description, or

that Respondent-Employer was aware of any such duty. It turns out that all of the duties purportedly performed by these H-2B workers fall neatly within the standard job description that the Respondent-Employer utilized. And in making its description of the job, Respondent-Employer relied on the professional advice of its retained consultant. All of these and other facts are elaborated further at the pertinent analysis in the argument section *infra*.

C. Enforceability of the 2008 Rules

On motion for summary judgment, the Employer-Respondent contended that the 2008 Rules were vacated and unenforceable. On this purely legal issue, the A.L.J. ruled as a matter of law that the 2008 Rules were enforceable. Order p. 4 (Nov. 14, 2018).

ARGUMENT

I. STANDARD OF REVIEW

Review of this APA case is premised on the A.L.J. stating "the reasons or basis" for each finding and conclusion "on all the material issues of fact, law, or discretion presented on the record …." 5 U.S.C. § 557 (c). As long as the A.L.J. is forthcoming, then the standard of review is

> Where the statute and regulations provide no expressed standard of review, … we defer to the A.L.J.'s fact findings if they are reasonable, and we make reasonable inferences permitted by the A.L.J.'s findings and/or the undisputed record. … The ARB has plenary power to review

> an A.L.J.'s legal conclusions de novo, including whether a party has failed to prove a required element as a matter of law.

Administrator v. Sirsai, Inc., No. 12-102 (ARB Jan. 28, 2015) (H-1B appeal). Review of statutory interpretation issues is *de novo*. *King v. Burwell*, 759 F.3d 358, 367 (4th Cir. 2014), *aff'd*, 135 S. Ct. 2480 (2015). The Board reviews procedural rulings for abuse of discretion. *Administrator v. Strates Shows, Inc.*, No. 15-069, at*3 (ARB Aug. 16, 2017).

II. THIS ACTION IS TIME-BARRED BY THE STATUTE OF LIMITATIONS

Just as the ALJ determined, Order at *18 (Nov. 14, 2018), it is now abundantly clear that this case is governed, at a minimum, by the 5-year statute of limitations contained in 28 U.S.C. § 2462. *Administrator v. Graham & Rollins, Inc.*, No. 2019-0009, at *2 (ARB Nov. 16, 2020), *aff'g* No. 2018-TNE-00022 (OALJ June 26, 2018) *and* No. 2018-TNE-00022 (OALJ Oct. 25, 2018). The ALJ also determined as a matter of law that the seasonal work, including for the nine H-2B workers at issue in this case, began on February 1, 2013, Order at *18 (Nov. 14, 2018), and that the determination letter was issued on February 6, 2018, D&O 13.

A. Any Violation Accrued at Its Inception, Not Its Conclusion

Thus, the issue in the appeal is precisely framed as to whether the statute of limitations under this particular statute accrued when the violation began or

when it concluded on April 24, 2013, which is what the ALJ determined. Order at *18 (Nov. 14, 2018). The ALJ's view appears to be based on *Administrator v. Hotelmacher, LLC*, No. 2017-TNE-00010, slip op at *4 (OALJ May 17, 2018), which, without any supporting authority, concluded that the cause of action did not accrue until the workers were employed and the Administrator had the opportunity to investigate. *Id*. at *6. In doing so, the *Hotelmacher* decision created its own definition of "accrual." *Id*. (cause of action did not accrue until "the violation had … *manifested in [a] discernible manner*.") (emphasis added).

As the ARB has determined, the test for when a claim accrues "'has been settled for more than a century': 'a claim accrues *at the moment a violation occurs*.'" *Graham & Rollins*, at *11 (June 26, 2018) (*quoting 3M Co. v. Browner*, 17 F.3d 1453, 1461-62 (D.C. Cir. 1994)) (emphasis added). *See also Gabelli v. Security Exch. Comm'n*, 568 U.S. 442, 454 (2013) (a claim accrues "when the plaintiff has a complete and present cause of action."). And once the statute of limitations accrues, it continues unabated from that moment in time for the next 5 years. *Securities & Exch. Comm'n v. Cohen*, 332 F. Supp. 3d 575, 588 n. 6 (E.D.N.Y. 2018) (the statute of limitations is complete and continues to run regardless of whether there was "evidence of subsequent misconduct.").

In *Graham & Rollins*, the violation was "based on alleged failures by Employer when H-2B workers were terminated before the end of the period of intended employment," so the ALJ focused on the last possible date of "early termination" to determine the inception of accrual. *Graham & Rollins*, at *11 (June 26, 2018). In contrast, the instant case involves a violation that began no later than the moment of employment,[1] which the Administrator conceded and the ALJ determined as a matter of law was February 1, 2013. Thus, the determination letter on February 6, 2018, was barred because it was more than 5 years after the moment of accrual.

The fact that the purported violations may have continued until April 24, 2013, has no bearing on the statute of limitations' accrual. In all events, the Administrator was extended the full 5 years to investigate and conclude an

[1] Although not necessary to resolve this case, Respondent-Employer also contends that the Administrator could have charged – and as discussed in § III.D.1 *infra* was **required** to charge – this case as a willful misrepresentation once the Respondent-Employer submitted its application for labor certification on November 7, 2012, or even when that application was approved on December 14, 2012. *See* 20 C.F.R. § 655.65 (f) (willful misrepresentation occurs when the application or petition is submitted); *Kersten v. Lagard, Inc.*, No. 06-111, 2008 Westlaw 4820115, at *5 (Admin. Rev. Bd. Oct. 17, 2008) (the statute of limitations accrues on the date when the employer misrepresented a material fact in the labor certification). This follows because Respondent-Employer was exposed to a potential investigation and citations for misrepresentation from the moment of submission, regardless of whether the Administrator availed himself of that opportunity. Merely because the Administrator made a choice does not diminish the fact that the moment of such a violation occurred several months earlier.

inquiry, regardless of whether he chose to pursue the opportunity until sometime after inception. That was the very purpose of extending a period of 5 years to the Administrator.

B. This Case Is Governed by the Catchall 4-Year Statute Of Limitations

Although not necessary to resolve this appeal, Respondent-Employer argues in the alternative for the statutes of limitations that were not decided in *Graham & Rollins*. *Graham & Rollins,* No. 2018-TNE-00022, at *9, n. 7 (June 26, 2018) (reserving the question of whether the FLSA's statute of limitations may be appropriately "borrowed" in an H-2B enforcement action). The A.L.J. committed an error of law by ignoring the application of alternative and applicable statutes of limitations. Not only were they applicable on their face, but they were more specific and, when harmonized with the statute selected by the A.L.J., should have been chosen for application.

Congress attempted to simplify the process by enacting a "catchall 4-year statute of limitations for actions arising under federal statutes" enacted after 1990. *Jones v. R.R. Donnelley & Sons Co.*, 541 U.S. 369, 371 (2004). Unless otherwise provided by law, "a civil action arising under an act of Congress enacted after [1990] may not be commenced later than 4 years after the cause of action accrues." 28 U.S.C. § 1658 (a). Under this statute, a cause of action "aris[es] under" a congressional act "if the plaintiff's claim against the

defendant was made possible by a post-1990 enactment." *Jones*, 541 U.S. at 382. An amendment of an existing statute is sufficient to trigger this catchall statute of limitations. *Id*. at 381. For statute of limitations purposes, a claim accrues "when the plaintiff has a complete and present cause of action." *Gabelli v. Security Exch. Comm'n*, 568 U.S. 442, 454 (2013). *Accord 3M*, 17 F.3d at 1460-1462.

Before 1990, there was no mechanism for imposing back wages or civil monetary penalties under the H-2B program. *See* 8 U.S.C. §§ 1101 (a) (15) (H) (ii) (b) & 1184 (c); 73 Fed. Reg. 29942, 29943, 29946, 29955 (May 22, 2008) (DOL currently had no authority to determine compliance with H-2B certification requirements or to order back wages). This enforcement action "aris[es] under" the REAL ID Act, Pub. L. No. 109-13, §404, 119 Stat. 302, 309 (May 11, 2005), *codified at* 8 U.S.C. § 1184 (c) (14). This statute authorized the Secretary of Homeland Security to pursue civil monetary penalties and "other remed[ies] authorized by law," 8 U.S. C § 1184 (c) (14) (A), and it authorized the Secretary of Homeland Security to redelegate this authority to the Secretary of Labor, *id*. § 1184 (c) (14) (B). In every sense, this post-1990 enactment "made possible" the current enforcement action by authorizing DHS to redelegate and DOL to adopt implementing regulations in 2008. *See*

29 C.F.R. § 503.1 (c) ("Role" of the Administrator is based on DHS's redelegated authority to DOL).

It is equally obvious that more than 4 years elapsed after the cause of action accrued. In this case, all of the employer-generated submissions and agency approvals in late 2012 and early 2013 were far more than 4 years before the determination letter in early 2018. To the extent that the Administrator might contend that the workers needed to have arrived for the cause of action to accrue, that occurred in February, 2013, also well outside of the 4-year limitations. As a result, the Administrator had a complete and present cause of action for the 2013 season that was ignored for more than 4 years.

This enforcement action qualifies as a "civil action" under § 1658 (a). This is certainly not a "criminal" action. *See 3M*, 17 F.3d at 1456-57. "Civil" means "pertaining to the private rights of individuals and to legal proceedings connected with these (distinguished from *criminal*)." *Webster's Encyclopedic Unabridged Dictionary of the English Language* 270 (1989) (emphasis in original). "Criminal" means "of or pertaining to crime or its punishment (distinguished from *civil*)." *Id*. at 343 (emphasis in original). All of the INA's criminal provisions are found in its "General Penalty Provisions" covered at 8 U.S.C. § 1321-1330.

Congress explicitly acknowledged that this enforcement action is a "civil action" by authorizing the imposition of "*civil* monetary penalties." 8 U.S.C. § 1184 (c) (14) (A) (i) (emphasis added). Further, the legislative history is rich with illustrations that administrative proceedings qualify as "civil actions." *See, e.g.*, Senate Comm. on the Judiciary, S. 7, 79th Cong., at 13 (Comm. Print June 29, 1945), *reprinted in* Sen. Pat McCarran, *Administrative Procedure Act: Legislative History, 79th Congress, 1944-46* (July 26, 1946) ("All departments may, and often do, exercise civil and regulatory powers which should be subject to an administrative procedure statute."); United States Department of Justice, *Attorney General's Manual on the Administrative Procedure Act* at 99 (1947) (an appropriate method to challenge the validity of "agency action" is to set up the alleged invalidity as a defense in a "civil or criminal enforcement proceeding."); *Report of the Special Committee on Administrative Law*, 61 Annu. Rep. A.B.A. 720, 746-48 (1936) (distinguishing between administrative orders that are equivalent to money judgments in "civil cases," orders awarding "civil damages" to individuals, and orders equivalent to "criminal penalties"). *See also* 29 C.F.R. § 18.10 (b) (enforcement proceedings "follow the Administrative Procedure Act").

The agencies have similarly acknowledged that this enforcement action is a "civil action." According to DHS, DOL's enforcement actions constitute a

civil "action." 73 Fed. Reg. 78104, 78116 (Dec. 19, 2008) (H-2B employer violations are subject to "enforcement action by DHS and other government agencies"). The Administrator referred to this proceeding as an "enforcement action." R. Exh. 19, *Determination Letter* at 3 (February 6, 2018).

DOL has also cloaked this enforcement action with all the trappings of a "civil action." As was true under the statute analyzed by the D.C. Circuit,

> Civil penalty proceedings … emulate judicial proceedings: a complaint is brought, the defendant answers, motions and affidavits are filed, depositions are taken, other discovery pursued, a hearing is held, evidence is introduced, findings are rendered and an order assessing a civil penalty is issued. When that sequence of events takes place in a court, we have no trouble calling it a ["civil action"] ….

3M, 17 F.3d at 1456. The rules of procedure are carefully patterned after the Federal Rules of Civil Procedure, *see* 29 C.F.R. § 18.10 (a), and the federal rules expressly apply to "all suits of a civil nature," Fed. R. Civ. Proc. 1.

C. "Borrowed" Statutes of Limitations Have Also Long Expired

The A.L.J. also erred by ignoring the application of "borrowed" statutes of limitations. Even if it was possible for the Administrator to defeat the catchall § 1658 (a), there are other candidates, all of which were applicable and more specific to the needs of the case.

Long before § 1658 began simplifying the issue, the Rules of Decision Act provided that "The laws of the several states … shall be regarded as rules

of decision in civil actions in the courts of the United States, in cases where they apply." 28 U.S.C. § 1652. Under this statute, the Supreme Court "has 'borrowed' what it considered to be the most analogous state statute of limitations to bar tardily commenced proceedings." *Board of Regents v. Tomanio*, 446 U.S. 478, 488 (1980).

Although the usual rule is to borrow from state law, courts have sometimes borrowed from federal law when it "clearly provides a closer analogy than available state statutes, and when the federal policies at stake and the practicalities of litigation make that rule a significantly more appropriate vehicle for interstitial lawmaking." *Lampf v. Gilbertson*, 501 U.S. 350, 356 (1991). Federal law might be regarded as sufficiently superior because there is no corresponding state-law visa program. *Compare Administrator v. Alden Mgmt. Serv.*, 1996-ARN-3, slip op. at *6-7 (OALJ Nov. 3, 1998) (finding statute of limitations from H-1B program, rather than the Fair Labor Standards Act, should be applied to the H-1A program) *with Administrator v. Hotelmacher, LLC*, No. 2017-TNE-00010, slip op at *4 (OALJ May 17, 2018) (declining to apply state wage-and-hour law to H-2B enforcement action, which was regarded as a "federal immigration" matter). Alternatively, to the extent that the Administrator is pursuing back wages, especially as a compensatory or make-whole remedy, then the appropriate analogy is the Administrator's authority to

pursue back wages under the Fair Labor Standards Act. *See* 29 U.S.C. § 216 (c) (Administrator may pursue back wages for minimum wage or overtime violations).

In this instance, it would be appropriate to borrow the statute of limitations from the H-2A program. The H-2A program has a 2-year statute of limitations. 8 U.S.C. § 1188 (b) (2). DOL itself has often analogized to the similarities between the H-2A and H-2B programs. *See, e.g.*, 73 Fed. Reg. 78020, 78043 (Dec. 19, 2008). Under the 2008 DOL Rule, the most severe penalty, debarment from the H-2B program, must occur within 2 years, 20 C.F.R. § 655.31 (a) (2), and that date was chosen because of DOL's professed interest in tracking the H-2A program, 73 Fed. Reg. at 78043. Needless to say, it would be anomalous if less-severe penalties had a longer statute of limitations than the most-severe penalty. The analogy to federal immigration law is also strengthened because DOL has established a 3-year record retention requirement, 20 C.F.R. § 655.21 (c), after expressly considering and rejecting a 5-year retention that "would impose an unnecessary burden on small employers, especially those that are mobile or have a mobile component [such as Respondent-Employer]," 73 Fed. Reg. at 78023.

It is also appropriate to borrow the statute of limitations from the FLSA. The FLSA requires that less-than-willful violations must be filed within 2

years, and willful violations must be charged within 3 years. 29 U.S.C. § 255 (a). DOL has often analogized obligations under the H-2B program to the federal FLSA. *See, e.g.,* 80 Fed. Reg. 24042, 24062 (Apr. 29, 2015).

Respondent has already addressed that this enforcement action qualifies as a "civil action." This proceeding is also pending in a "court of the United States" within the meaning of the borrowing statute. A "court" is "a place where justice is administered," or "a judicial tribunal duly constituted for the hearing and determination of cases." *Webster's Dictionary* at 335. This proceeding emulates Article III courts: In addition to all of the similar procedures and purposes noted previously, there are admissions standards for representatives, 29 C.F.R. § 18.22 (b); hearings are held in "courtrooms," *id*. § 18.86; and the customary assortment of accoutrements are used, such as judicial robes, gavels, and the respectful expressions of "Your Honor."

III. RESPONDENT-EMPLOYER DID NOT SUBSTANTIALLY FAIL TO COMPLY BY MISREPRESENTING ITS TEMPORARY NEED FOR 9 SPECIFIED H-2B WORKERS

A. Statutory and Regulatory Framework

This case involves the H-2B visa program under the Immigration and Nationality Act, 8 U.S.C. § 1101 (a) (15) (H) (ii) (b). Under the INA, Congress vested all enforcement authority in the Secretary of Homeland Security. 8 U.S.C. § 1103 (a) (1). In the H-2B program, violations consist of "a substantial

failure to meet any of the conditions of the petition to admit … or a willful misrepresentation of a material fact in such petition." *Id.* § 1184 (c) (14) (A). A "substantial failure" occurs when there is a "willful failure to comply with the requirements of [§ 1184] that constitutes a significant deviation from the terms and conditions of a petition." *Id.* § 1184 (c) (14) (D). If the Secretary of Homeland Security finds such a violation after a hearing, the Secretary may impose appropriate administrative remedies, including civil money penalties of up to $10,000 per violation. *Id.* § 1184 (c) (14) (A) (i). The Secretary has redelegated this authority to the Secretary of Labor.

During the relevant time frame in 2013, the Department of Labor was operating under the 2008 Rules. 20 C.F.R. § 655, subpart A (2009). This action is based exclusively on a purported violation of the 2008 Rules. Tr. 85 (testimony of Ms. Aguilar); R. Exh. 40, at 50 and 55 (corporate rep deposition of Ms. Aguilar). There are no allegations that the 2015 Rules were violated, nor were there any FLSA or I-129 violations, nor were any sub-regulatory guidance documents violated. Tr. 86, 100 and 115 (testimony of Ms. Aguilar). The Administrator does not enforce USCIS's regulations. Tr. 175 (testimony of Ms. Aguilar).

Responsibility for determining willful misrepresentations and substantial failures is subdelegated to the Administrator. *Id.* § 655.60. The substantive

provisions at issue in this case are found in § 655.22 (n). Tr. 16 (opening statement of Administrator) (this is a misclassification case); Tr. 32 and 114 (testimony of Ms. Aguilar) (there was a single violation). In pertinent part,

- **Misrepresentation of need**. The employer must attest that "The dates of temporary need, reason for temporary need, and number of positions being requested for labor certification have been truly and accurately stated on the application." R. Exh. 76, at 42 (the "misrepresentation-of-need clause").

Further, the Administrator has adopted a practice that it enforces only the attestations in the ETA Form 9142, Tr. 26, 177 (testimony of Ms. Aguilar) (compliance is determined based upon the attestations); Tr. 34 (DOL does not enforce any other obligations other than the attestations); Tr. 77-78 (testimony of Ms. Aguilar) (violation was of attestation #13), and this practice alone is itself a valid and enforceable rule, 5 U.S.C. § 551 (4) (a "rule" is an "agency statement … describing … practice requirements of an agency"); *Associated Dry Goods Corp. v. Equal Employment Opportunity Comm'n*, 543 F. Supp. 950, 965 (E.D. Va. 1982), *rev'd on other grounds*, 720 F.2d 804 (4th Cir. 1983) (agency's informal "practice" of notifying other carriers when a railroad requested an emergency exemption was still a rule subject to notice and comment). The

misrepresentation-of-need clause appears *in pari materia* in attestation #13 of ETA Form 9142. R. Exh. 7, at 11.

In pertinent part, there are 2 remedies at issue in this case. In the event that Respondent-Employer fails to pay wages at the level "specified under the application *and* required by § 655.22 (e)," then the Administrator may require back wages "to comply with *§ 655.22 (e)*," a section *not at issue* in this case. § 655.65 (i) (emphasis added).

In addition, the Administrator may assess civil money penalties under 2 mechanisms.[2] When dealing with back wages under the offered-wage obligation, CMP's are determined according to a fixed formula: They are "equal to the difference between the amount that should have been paid and the amount that actually was paid" to the workers, up to $10,000. § 655.65 (a). Alternatively, CMP's up to $10,000 per violation are available for "any substantial failure." § 655.65 (c). Under this alternative formulation, the Administrator "*shall* consider the type of violation committed and *other relevant factors*." § 655.65 (g) (emphasis added). When relevant, these mandatory "[o]ther factors" include 7 specified factors: the employer's history of prior violations, the number of workers employed and affected by the violations, the

[2] The Administrator introduced *no* evidence that CMP's were properly determined under either of these alternative mechanisms. *See, e.g.*, Tr. 162-164 (testimony of Ms. Aguilar).

gravity of the violations, the employer's good faith efforts to comply, the employer's explanation of the violations, the employer's commitment to future compliance, and the employer's financial gain. *Id*. *See also* 8 U.S.C. § 1184 (c) (14) (C) ("the highest [civil money] penalties shall be reserved for willful failures to meet any of the conditions of the petition that involve harm to United States workers.").

B. Burden of Proof

To establish a violation, the Administrator bears the burden of proof by a preponderance of the evidence for each of the elements. 5 U.S.C. § 556 (d), *cited in Industrial Union Dep't v. American Petroleum Inst*., 448 U.S. 607, 653 (1980). "**[N]o agency is entitled to presume** that the conduct of any person … is unlawful or improper." House Comm. on the Judiciary, *Administrative Procedure Act: Report on S. 7*, H.R. Rep. No. 79-1980, at *36 (May 3, 1946) (emphasis added), *quoted in Director v. Greenwich Collieries Director*, 512 U.S. 267, 279 (1994). Further, it is well recognized that a party's "credible and credited evidence **must be accepted as true** except as the contrary has been shown or such evidence has been rebutted or impeached by duly credited evidence or by facts officially noticed and stated …. No agency is authorized to stand mute and arbitrarily disbelieve credible evidence." H.R. Rep. No. 79-1980, at *36 (emphasis added), *quoted in Director*, 512 U.S. at 279.

C. Elements of a Violation

The Administrator's burden is to prove each of the elements for a violation.

1. Duty. The first element is that a statute or regulation imposed a duty on Respondent-Employer. Tr. 115 (testimony of Ms. Aguilar) (there must have been a statutory or regulatory duty). *See Administrator v. Camo Technologies, Inc.*, No. 11-026, 2012 Westlaw 4321026, at *6 (Admin. Rev. Bd. Aug. 31, 2012) (employer's conduct of attempting to comply showed a duty); *Morello Bros. Constr., Inc.*, No. 85-DBA-116, 1987 Westlaw 247058, at *7 (OALJ Apr. 16, 1987) ("willfully simply means a voluntary intentional violation of a known legal duty") (*quoting United States v. Drape*, 668 F.2d 22, 26 (1st Cir. 1982)). Further, attestations are not enforceable, only the contents of regulatory requirements. *Island Holdings LLC*, No. 2013-PWD-00002, at *8, 11 (BALCA Dec. 3, 2013) (*en banc*) (employer incurs no obligation unless contained in the codified regulations contained in the Code of Federal Regulations).

2. Knowledge. Second, the Administrator must show that Respondent-Employer knew the statutory or regulatory duty applied to its conduct. *See McLaughlin v. Richland Shoe Co.*, 486 U.S. 128, 134 (1988) (rejecting a willfulness standard that required nothing more than the employer's awareness

that the statute possibly applied to it); *Morello Bros. Constr., Inc.*, No. 85-DBA-116, 1987 Westlaw 247058, at *8 (OALJ Apr. 16, 1987) (employer's ignorance was no defense because others in the company knew of the statutory duty). Thus, an agency with enforcement authority must provide notice of its interpretation of what is prohibited before it may impose penalties. *General Elec. Co. v. United States Env'tl Protection Agency*, 53 F.3d 1324, 1330-32 (D.C. Cir. 1995); *Satellite Broadcasting Co. v. Federal Communications Comm'n*, 824 F.2d 1, 3-4 (D.C. Cir. 1987) (agency may not penalize for a violation without first providing notice of its interpretation).

3. Breach. Third, Respondent-Employer must violate the statutory or regulatory duty. Tr. 115 (testimony of Ms. Aguilar) (there must have been a statutory or regulatory duty that was violated). *See Trans World Airlines v. Thurston*, 469 U.S. 111, 128 n. 22 (1985) (rejecting as "harsh" a willfulness standard that called for nothing more than showing a statutory violation).

4. Willfulness. Fourth, Respondent-Employer must commit a "'willful failure,'" which means "a knowing failure or a reckless disregard with respect to whether the conduct was contrary" to 8 U.S.C. § 1184 (c) or the 2008 Rules. § 655.65 (e). DOL adopted this standard by expressly relying upon *McLaughlin v. Richland Shoe Co.*, 486 U.S. 128 (1988) and *Trans World Airlines v. Thurston*, 469 U.S. 111 (1985). § 655.65 (e). *McLaughlin* noted that "willful" is

synonymous with voluntary, deliberate, and intentional, and held that it means the employer "either knew or showed reckless disregard for the matter of whether its conduct was prohibited by the statute." *McLaughlin*, 486 U.S. at 133. Willfulness is not established by conduct that is "merely negligent" but not reckless, such as the absence of a reasonable belief that the employer was complying with the statute, or a good-faith but incorrect "assumption" that the employer was complying. *McLaughlin*, 486 U.S. at 133, 134, 135 & n. 13. Willfulness is not shown when the employer "simply knew of the potential applicability" of the statute. *Trans World*, 469 U.S. at 127. *See also Wayne J. Griffin Elec., Inc.*, No. 93-05, 1993 Westlaw 537380, at *4 (W.A.B. Oct. 29, 1993) (Where the employer "has explicit knowledge of violative wage payment practices" and "takes no action to correct the wrong, and violations continue," employer has acted willfully). Nor is willfulness shown through inadvertence, *A. Vento Constr.*, No. 87-51, 1990 Westlaw 484312, at *3 (W.A.B. Oct. 17, 1990), or "inaccurate," but not falsified, records that omitted several employees' names, *Gaines Elec. Serv. Co.*, No. 87-48, 1991 Westlaw 494684, at *3 (W.A.B. Feb. 12, 1991).

To show a knowing or reckless violation, both the *McLaughlin* and *Trans World Airlines* cases illustrate that employers are entitled to rely upon legal advice and professional agents to properly handle H-2B applications.

McLaughlin, 486 U.S. at 134 (seeking legal advice shows the employer's reasonableness, not recklessness); *Trans World*, 469 U.S. at 129 (employer sought legal advice whether its conduct violated the statute and modified its policy based on that advice, even though the union disagreed with the new policy and the employer believed that the revised action was unnecessary; no evidence that employer was told by counsel that its new policy was discriminatory). Further, the Supreme Court has firmly established in both of those cases that the Administrator must establish that Respondent-Employer's interpretation was so baseless as to be reckless. *Trans World*, 469 U.S. at 129-30. Similarly, an employer may legitimately rely upon the agency's affirmative advice or interpretations, as well as the failure to issue citations in similar circumstances. Wage and Hour Division, *Field Operations Handbook* § 53a01 (Feb. 5, 1993); *Dalheim v. KDFW-TV*, 712 F. Supp. 533, 539 (N.D. Tex. 1989) (employer relied upon prior WHD audit and advice from legal counsel).

5. Substantiality. Fifth, Respondent-Employer's violation must be a significant deviation from the terms and conditions of its petition. 8 U.S.C. § 1184 (c) (14) (D). The "petition" within the meaning of the statute is the I-129 submitted to USCIS, 8 U.S.C. § 1571 (b) (H-2B petition "should be processed not later than 30 days after the filing of the petition"), not the 2008 Rules or the WHD's enforcement policies. *See Administrator v. Camo Technologies, Inc.*, No.

11-026, 2012 Westlaw 4321026, at *2 (Admin. Rev. Bd. Aug. 31, 2012) (compliance with the essential requirements of a statute or regulation can show there was no substantial failure).

D. The Administrator Failed to Show a Willful Violation of 20 C.F.R. § 655.22 (n) (2009)

The Administrator failed to show that the Respondent-Employer willfully violated the misrepresentation-of-need clause.

1. Regulatory preconditions. The Administrator failed to meet the pre-conditions for alleging a violation of 20 C.F.R. § 655.22 (n) (2009). The misrepresentation-of-need clause says nothing at all about the impropriety of compensating workers at the approved wage rate when they were not performing the job duties for the approved job code. The ALJ did not address this issue, but instead created a remedy out of whole cloth.

The ALJ also elided an important pre-condition for violating that clause, which on its face requires that specified information must be "truly and accurately stated *on the application*." This is the very definition of a "misrepresentation." Tr. 113 (testimony of Ms. Aguilar) (misrepresentation occurs in the application when submitted); *id*. at 125-126 (the 2008 Rule required a misstatement in the #9142 itself). The Secretary of Labor admitted as much by indicating that the only method within the 2008 Rule for charging

employers when H-2B workers served outside of the approved job duties was through willful misrepresentations in the application. R. Exh. 96, at 3; R. Exh. 101, at 5; Tr. 117-118 (testimony of Ms. Aguilar) (interpreting Exhs. 96 and 101).[3] The Administrator's shortcoming is that he never charged a misrepresentation in the application. *Id.* Instead, the Administrator only charged a "substantial failure," which occurs when the employer fails to perform the terms and conditions of the ETA Form 9142 during the following season. *Id.* at 113-114.[4] The fact that Ms. Aguilar was unable to answer the most basic questions merely underscores that the 2008 Rule did not have a misclassification regulation. The trial court erred by failing to address that the Respondent-Employer was never charged with violating the misrepresentation-of-need clause as it is written.

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[3] The ALJ attempted to avoid such irrefutable evidence by pointing to DOL's label that these subsequent revisions were "clarifying," which the ALJ claimed conveyed that the requirement was always there. Not only was the absence of this requirement from the 2008 Rule apparent on its face, but even the Administrator's witness disagreed. Tr. 117-118 (testimony of Ms. Aguilar).

[4] Needless to say, the Administrator's omission is highly prejudicial. If the Administrator had complied with the pre-condition and properly charged a misrepresentation in the #9142 that was submitted on November 7, 2012, R. Exh. 7, at 1, and approved on December 14, 2012, R. Exh. 8, at 1, this case would have been dismissed pursuant to the statute of limitations. The ALJ declined to address the misrepresentation issue solely because the Administrator voluntarily chose not to charge it, D&O 17 n. 40, but ignored the fact that the only way to charge this violation was as a misrepresentation.

2. Regulatory duty. Although the Administrator conceded that he must prove that Respondent-Employer had a relevant statutory or regulatory duty, Tr. 115 (testimony of Ms. Aguilar), the Administrator was unable to do so.

- **Job description.** Ms. Aguilar admitted that the 2008 Rule said nothing at all about how to request a job code during the application process. Tr. 119-120 (testimony of Ms. Aguilar). She further admitted that the 2008 Rule said nothing as to how much detail to provide when submitting the job code, and that she did not know if there was a requirement for how many job tasks to provide, *id*. at 127, how to complete the #9142, *id*. at 144, or the correct test to determine a job code, *id*. at 143-144. She also testified that she had never seen instructions for describing job duties, and she did not know whether DOL provided such instructions. *Id*. at 142. Because the 2008 Rule did not specify the relevant test, Ms. Aguilar did not know how employers were to fill out the #9142. R. Exh. 40, at 123 (corporate rep depo of Ms. Aguilar).
- **Limitations on job duties.** Once the season begins, the Administrator's corporate representative frankly conceded that the 2008 Rule did not limit the employer's assigned job duties to the job code requested. R. Exh. 40, at 81-82, 87 and 102. At trial, Ms. Aguilar alternatively professed that the 2008 Rule said "absolutely nothing" about what must

be done for an H-2B worker to stay within the assigned job code, Tr. 123-124 (testimony of Ms. Aguilar), but she also testified that she did not know whether the 2008 Rule required H-2B workers to stay within the requested job code, Tr. 116 (testimony of Ms. Aguilar).

Under these circumstances, attempting to impose a regulatory duty would seriously undermine the public's ability to understand the rules that must be followed.

Ms. Aguilar also conceded that she was completely unaware that OFLC permitted the combination of job tasks outside of the norm for a single occupation by compensating with "an additional point." Tr. 145-146 (testimony of Ms. Aguilar) (interpreting R. Exh. 98, at 4). To overcome this deficiency, Ms. Aguilar claimed that an H-2B worker must receive the job code that "more closely aligns" with his "primary duties" performed, Tr. 178-180 (testimony of Ms. Aguilar), but then acknowledged that the 2008 Rule did not require those specific tests to determine a job code, *id*. at 189, or any other tests, *id*. at 143-144. In fact, the only staffing requirement for H-2B employers in 2013 was to "offer terms and conditions of employment which are consistent with the nature of the occupation … and industry …." 8 C.F.R. § 214.2 (h) (6) (iii) (B).

In the face of such glaring evidentiary deficiencies, the ALJ erred by failing to identify a regulatory duty that identified what the Respondent-Employer failed to do. The ALJ points to other provisions, such as advertising requirements, regulations governing the combination of job codes in a single application, and instructions when applying for a prevailing wage determination. D&O 4 & 20-21. Not only were these ancillary provisions never charged as the basis for any violations, but even the Administrator's corporate representative never claimed that any of them had a bearing on showing a violation of the misrepresentation-of-need clause precisely because they were not relevant for that purpose.

3. Knowledge. Given that the Administrator was completely unable to establish any regulatory provisions for describing jobs or limiting job duties, it is not surprising that the Administrator was unable to establish that Butler knew of any such restrictions. Mr. Brajevich testified consistently that

- He was not aware of any 2008 regulatory restrictions or tests for describing or limiting job duties or concentrating job duties to promote efficiency, Tr. 279, 304-305, 308, 310, 320 (testimony of Mr. Brajevich), and he denied that Ms. Aguilar's "primary-duty" rule or the "most-closely-aligned" tests were found in the 2008 Rule, *id*. at 309.

- He was not aware of any 2008 regulations governing FLSA-exempt employers. *Id*. at 294.
- He had never heard of SOC codes or how OFLC performed job coding. *Id*. at 304.
- He had never reviewed the O*Net job descriptions for amusement ride attendants. *Id*. at 305.

He did establish his belief that he satisfied his obligation under R. Exh. 98, at 1, to provide sufficient detail to generate a relevant job code. Tr. 307-308 (testimony of Mr. Brajevich). And he testified that he thought his company was complying in 2013. *Id*. at 359, 363-364.

Because the ALJ never identified any pertinent regulatory duty, the ALJ erred by failing to identify an evidentiary basis that Respondent-Employer knew of any particular regulation.

4. Violation. Because the Administrator was unable to establish a relevant duty that was known to Respondent-Employer, the Administrator was never able to establish a violation. Ms. Aguilar readily admitted that she could not say how to show a violation when there were no rules for how to describe the job. *Id*. at 129 (testimony of Ms. Aguilar). Ms. Aguilar testified that she did not know whether the 2008 Rule even required the Administrator to establish that the #9142 was false, *id*. at 124, even though the

misrepresentation-of-need clause expressly requires as much. Ms. Aguilar testified that the citation was for failing to state the reasons for temporary need, *id*. at 77-78, 124, but the duty to identify temporary need has nothing to do with the misrepresentation-of-need clause.

Ms. Aguilar was completely unable to establish any affirmative falsity in Respondent-Employer's submission. According to Ms. Aguilar, such falsity was determined "solely" by the statement of temporary need, *id*. at 126, but she readily conceded that there was not a single falsity in the statement of temporary need, *id*. at 127. Even if an omission of facts could be construed as a violation of the misrepresentation-of-need clause, which it plainly cannot, Ms. Aguilar was unable to establish any material omission without establishing a regulatory obligation to describe the job in a particular manner.

Nor was the Administrator able to show that any of Respondent-Employer's H-2B workers were assigned outside of their job code. Applying for the job code begins by choosing a job title, R. Exh. 86, at 9, but Ms. Aguilar did not know this simple fact, Tr. 132 (testimony of Ms. Aguilar), and was not even aware that the OFLC website allowed job title searches until she was deposed in this case, Tr. 131 (testimony of Ms. Aguilar). Ms. Aguilar conceded that Butler was free to search any job title it wanted. *Id*. at 132. Under the job title test, the best match for "amusement mechanics,"

"amusement drivers," and "amusement supervisors"[5] was the very job code that Butler used, 39-3091. *Id*. at 131-132. Although Ms. Aguilar had concerns regarding specific duties assigned to these 9 H-2B workers, *id*. at 47, 60**, every single one of those duties** was listed as an approved job duty for the carnival attendant selected by Butler, *id*. at 133-141. In light of this, even Ms. Aguilar conceded that it was "possible" that all of these workers had served entirely within their assigned job code. R. Exh. 40, at 121 (corporate representative deposition of Ms. Aguilar). Nor did the Administrator rebut Butler's testimony that it was merely being efficient by concentrating approved duties in a small number of H-2B workers. Tr. at 303-304, 318-319 (testimony of Mr. Brajevich).

Needless to say, Respondent-Employer satisfied the only regulatory staffing requirement, which was to comply with industry practice. This follows because the Respondent-Employer's carnival is staffed just like other carnivals. Tr. 280, 307 (testimony of Mr. Brajevich). Despite all of this evidence that Respondent-Employer properly chose its job code, the ALJ erred by failing to identify any regulatory violation.

5. Willfulness. The Administrator was also unable to establish that Respondent-Employer had proceeded willfully or in reckless disregard of its

[5] Butler reasonably searched these job titles because all H-2B workers performed carnival work. Tr. 352 (testimony of Mr. Brajevich).

obligation to comply. Ms. Aguilar spent well over 100 hours working this case, Tr. 146 (testimony of Ms. Aguilar), yet there were dozens and dozens of basic issues she was unable to address. Even though the Secretary of Labor claims that the entire application process only takes one hour, 20 minutes, Ms. Aguilar spent many hours just researching the job-code issue, *id*. at 146-147, and was still unable to answer numerous basic questions. Even Ms. Aguilar conceded that she did not know whether Respondent-Employer was obligated to exert more effort than she herself had done with unlimited time during the past 6 years, an effort which she readily admitted was "very reasonable." *Id*. at 150. The Administrator has foreclosed common devices by which employers could promote compliance, such as forbidding investigators to put advice to employers in writing or abandoning opinion letters. *Id*. at 149-150. Because the 2008 Rule does not specify any particular tests, Respondent-Employer did the best that it could under the circumstances. Tr. 309 (testimony of Mr. Brajevich).

Respondent-Employer also reasonably relied upon the most knowledgeable and experienced consultant in the industry, Mr. James Judkins. Mr. Judkins is well recognized for his expertise and he has served Respondent-Employer without incident for nearly 2 decades. *Id*. at 274-275. Mr. Judkins was "crucial" because Mr. Brajevich was recently promoted and had never

applied to the H-2B program previously. *Id.* Mr. Judkins advised that it was proper to use carnival workers in these ways to make the company more efficient. *Id.* at 279. Mr. Brajevich did, and was entitled to, rely upon a professional consultant such as Mr. Judkins. *Id.* at 305-306. Given that there was nothing to indicate that the company was acting improperly, *id.* at 279, and that the OFLC had specifically approved Respondent-Employer to follow industry practice and operate the company efficiently, *id.* at 292-293, it was quite reasonable – and certainly not reckless – for Butler to pursue this course of action.

The ALJ erred by imposing what amounted to strict liability under agency law for relying on an erroneous professional consultant. D&O 21-22. The ALJ admitted as much by concluding that Respondent-Employer had not "reasonably" relied on the professional consultant, D&O 22, but reasonableness may show negligence but does not show the required willfulness. The ALJ also erred by extensively elaborating on a purported distinction between "core" and "supplemental" tasks. D&O 22-23. Not only was Respondent-Employer unaware of any such distinction, but so was the Administrator's witness.

Finally, the ALJ admitted that this was not a case of "deliberate" or "willful misclassification." D&O 29. Having made back in session, the entire violation must fall.

6. Substantiality. Finally, the Administrator failed to carry his burden to establish a "significant deviation." Even Ms. Aguilar conceded that she was not aware of any evidence of a significant deviation. Tr. 152 (testimony of Ms. Aguilar).

Nor was any purported violation "substantial." 29 C.F.R. § 655.60 (b). The H-2A program has long recognized the "incidental-duty" rule. Under the H-2A program, "incidental activities" for agricultural labor include operating roadside retail stands, managing pick-your-own activities, and driving a tractor for a hay ride. 73 Fed. Reg. 77110, 77117 (Dec. 18, 2008). It would be difficult or impossible to list all potential "minor and incidental" job responsibilities. *Id*. at 78118. This provision is relevant under the rule from *GT Trans, Inc.*, 2016-TLN-29, at *6 (BALCA Apr. 15, 2016) (borrowing the H-1B definition of "place of employment" to define the interchangeable term, "worksite") and *Brook Ledge, Inc.*, 2016-TLN-00033, at *5-6 (BALCA May 10, 2016) (same), and the ALJ erred by failing to adopt it.

IV. EMPLOYER-RESPONDENT IS NOT LIABLE FOR BACK WAGES OR CIVIL MONEY PENALTIES

Even assuming that the Administrator successfully proved the alleged regulatory violation, there were still fatal shortcomings in the ALJ's determination of back wages and CMP's.

A. The ALJ Erred in Calculating Back Wages

1. Back Wages Were Not Available As a Remedy for This Violation. Even if the Administrator could establish a regulatory violation, the Administrator would still not be entitled to back wages or civil money penalties. As indicated in the opening section, the 2008 Rule simply does not allow back wages as a remedy for this purported violation. 20 C.F.R. § 655.65 (i). As a matter of law, the ALJ erred to find a back wages remedy for this purported violation.

2. The ALJ Erred by Imposing a *De Facto* Timekeeping Duty With Strict Liability. Even though the ALJ acknowledged that Respondent-Employer was not obligated to generate timekeeping records, D&O 11-12, the ALJ effectively imposed a *de facto* timekeeping obligation by pointing to perceived deficiencies in Respondent-Employer's extensive, *countersigned* time records. Ms. Aguilar testified that Respondent-Employer's contemporaneous time records were provided to her early in her investigation, *id*. at 108 (testimony of Ms. Aguilar), and that she knew they were countersigned each week by the relevant H-2B workers, *id*. at 108. The ALJ refused to give *any*

weight whatsoever to any of the more than 1000 pages of contemporaneous time records because of nitpicking over duplicate or missing entries. D&O 11-12. This went beyond a *de facto* timekeeping duty and amounted to a strict liability standard for this latest deviation. Nor was this rejection limited to purported examples of duplicate or missing entries, but it was even extended to uncontested entries, which were the overwhelming majority of those entries. Once the ALJ dismissed the time records out of hand, he proceeded to use a license to "reconstruct" based on disputed evidence.

The ALJ's disregard of countersigned time records should itself be rejected. Even Ms. Aguilar admitted that FLSA-exempt employers such as Respondent-Employer were not required to keep any time records. *Id*. at 100, 106-107, 169; R. Exh. 20 & 21 (calculation of FLSA exemption). Inexplicably, she (and ultimately the ALJ) rejected *countersigned* time records without any further investigation why they were countersigned, something that Ms. Aguilar admits she should have done. Tr. 109 (testimony of Ms. Aguilar). If she had investigated, she would have determined that the time records recorded actual hours worked. *Id*. at 314 (testimony of Mr. Brajevich). Ultimately, Ms. Aguilar and the ALJ rejected Respondent-Employer's business records without any authority or regulatory basis under the H-2B program, which does not require any particular timekeeping method. *Id*. at 156 (testimony of Ms.

Aguilar). Respondent-Employer has been audited nearly every year for more than a dozen years, and no other state agency has ever challenged the reliability of Respondent-Employer's timekeeping. *Id*. at 291-292 (testimony of Mr. Brajevich).

The ALJ perpetuated the timekeeping error by relying upon a case in which an employer refused to produce purported, contemporaneous time records until the day of trial, D&O 24, whereas Employer-Respondent produced its *countersigned* time records when it passed during the investigation. Certainly, there was no regulatory obligation to maintain flawless timekeeping records, and the ALJ erred by requiring as much.

Ultimately, the ALJ erred by improperly shifting the burden of proof from the Administrator to the Employer-Respondent. In doing so, the Administrator not only failed to meet his burden, but the Administrator benefited from an extra-regulatory, burden-shifting presumption. The A.L.J.'s error in finding a "silent" timekeeping duty was compounded by "silently" adopting without providing any "reasons or basis" the burden-shifting presumptions under *Anderson v. Mt. Clemens Pottery Co.*, 328 U.S. 680 (1946). On its face, *Mt. Clemens* does not apply to FLSA-exempt employers lacking a statutorily-imposed timekeeping duty. Without imposing an express timekeeping obligation, the A.L.J.'s newly-minted interpretation requiring

flawless records shifted the burden of proof that Congress expressly placed upon the Administrator. This was an error of law.

3. The ALJ Improperly Used the Mean H-2B Wage Rate. The ALJ also erred as a matter of law by adopting the "mean" or average H-2B wage rate, D&O 26, even though that calculation did not exist under the 2008 DOL Rule. Rather, it was the Administrator's burden to prove which of 4 skill levels applied under 20 C.F.R. § 655.10 (2009), an issue on which no evidence was presented. Butler requested skill level I wages, Tr. at 314-315 (testimony of Mr. Brajevich), and OFLC issued them, R. Exh. 5, at 4, but this was an evidentiary issue with which Ms. Aguilar was completely unfamiliar, Tr. 120-123, 160-161 (testimony of Ms. Aguilar).

4. The ALJ Improperly Rejected Respondent-Employer's Extensive Credits. The ALJ also erred by rejecting Employer-Respondent's extensive proof of credits. A credit is an amount that is used to offset legal obligations. Tr. 101 (testimony of Ms. Aguilar). Ms. Aguilar acknowledged that H-2B employers can have credits as offsets. *Id*. at 169. None of the near-annual state wage and hour audits had ever challenged any of Butler's credits. *Id*. at 291 (testimony of Mr. Brajevich). It is far from clear why this occurred. D&O 27.

Ms. Aguilar acknowledged that she did not know the significance of OFLC approving Employer-Respondent to follow industry practice related to weekly salaries, housing, and transportation. Because she was unfamiliar with carnival practices, she was unable to address whether Employer-Respondent had complied with prevailing practice. Id. at 101. Thus, it was uncontested that Employer-Respondent was following industry practice on the issue of credits. *Id*. at 287, 292-293 (testimony of Mr. Brajevich).

There is a vague reference (without any evidentiary basis) that the ALJ may have concluded that Respondent-Employer failed to disclose the credits as required by 20 C.F.R. § 655.22 (g) (1). D&O 27. It was *undisputed* that the H-2B workers were well aware of these credits. More than 90% of the workers were returning from the prior year, so they already knew the Respondent-Employer's system. Tr. 282 (testimony of Mr. Brajevich). Mr. Judkins and his staff were also responsible for educating all workers on these issues so that they could get approved at the consulate. *Id*. at 280-282. The same information was then reinforced as part of Respondent-Employer's orientation upon arrival at the beginning of the season. *Id*. at 284. And the workers themselves affirmed their knowledge directly to Mr. Brajevich, *id*. at 283, and signed a witness statement to the same effect, R. Exh. 39, at 1. This witness statement

included 3 of the 9 specified individuals who continue to work for Butler. Tr. 283-284 (testimony of Mr. Brajevich).

This is yet another classic example of dueling interpretations. Regardless of the merits supporting the A.L.J.'s conclusion, there is simply no evidence that the Employer-Respondent's interpretation was so baseless as to be reckless. The A.L.J. could not cite to a single reference supporting the vague position that deductions must be disclosed in the #9142. In fact, the Employer-Respondent very reasonably concluded that deductions could be disclosed right up until the workers' arrival at the worksite. This interpretation was eminently reasonable, given that the preamble expressly relied upon the H-2A practice, and those regulations had just adopted that definition the day before. According to DOL, the disclosure obligation was taken verbatim from the H-2A regulations, 73 Fed. Reg. 78020, 78037 (Dec. 19, 2008), and those H-2A regulations expressly approved of disclosures up through the start of the employment at the worksite, 73 Fed. Reg. 77110, 77155 (Dec. 18, 2008) (disclosures "must be provided to the worker no later than the date the work commences").

In dueling-interpretation cases, the law is clear that there is no knowing violation unless the employer *knew* that its interpretation was wrong. To show a knowing or reckless violation, both the *McLaughlin* and *Trans World Airlines*

cases illustrate that employers are entitled to rely upon legal advice and professional agents to properly handle H-2B applications. *McLaughlin*, 486 U.S. at 134 (seeking legal advice shows the employer's reasonableness, not recklessness); *Trans World*, 469 U.S. at 129 (employer sought legal advice whether its conduct violated the statute and modified its policy based on that advice, even though the union disagreed with the new policy and the employer believed that the revised action was unnecessary; no evidence that employer was told by counsel that its new policy was discriminatory). Further, the Supreme Court has firmly established in both of those cases that the Administrator must establish that Employer-Respondent's interpretation was so baseless as to be reckless. *Trans World*, 469 U.S. at 129-30. Thus, the supposition that the ALJ may have reached a different conclusion, *see* Order at 29, does not undercut Employer-Respondent's ability to rely on professional advice as well as OFLC's approval of its application without exposing it to the hazard of a knowing violation.

Turning now to the calculation of credits, the issue should be remanded for the ALJ's determination in the first instance. Nevertheless, here is the undisputed evidence corroborating the figures reflected in R. Exh. 47.

- **Income tax**. It is undisputed that Butler paid the employee's obligation for income taxes. Tr. 111 (testimony of Ms. Aguilar); Tr. 246, 248, 262,

264 (testimony of Mr. Tom Shobaken); Tr. 300 (testimony of Mr. Brajevich). It is undisputed that there are no regulatory restrictions on an employer claiming a credit for paying the worker's portion of the income tax. Tr. 111 (testimony of Ms. Aguilar); Tr. 300 (testimony of Mr. Brajevich). The source documents for the payment of income taxes are gathered in R. Exh. 37 and calculated in R. Exh. 47.

- **Housing.** It is undisputed that housing is a normal expense of living and it has value. Tr. 104 (testimony of Ms. Aguilar). It is also undisputed that carnivals could take a housing credit in 2013.[6] Tr. 105, 188 (testimony of Ms. Aguilar); R. Exh. 83 (guidance letter from DOL). OFLC approved Employer-Respondent to provide housing consistent with industry practice, and that is exactly what Employer-Respondent did. Tr. 287, 288, 294-295 (testimony of Mr. Brajevich). Employer-Respondent's bunkhouses included valuable, modern living conveniences. Tr. 295 (testimony of Mr. Brajevich). The source

[6] Ms. Aguilar implied, without actually contending, that there might be issues relating to primary benefit, cost basis, voluntariness, and health and safety standards. Tr. 174 (testimony of Ms. Aguilar). Even if the primary benefit rule applies to FLSA-exempt employers, Butler never benefited from having workers near the worksite and had no way to call them back to work during off hours. Tr. 373-374 (testimony of Mr. Brajevich). Mr. Brajevich recited at great length a list of reasons why employees primarily benefit from mobile housing, *id*. at 296-299, 372-374, and that testimony was undisputed. All of Butler's housing credit was determined solely by cost basis. Tr. 201-211 (testimony of Mr. Nittler). Bunkhouses were always provided voluntarily, and Butler's bunkhouses were frequently inspected and approved under local health and safety ordinances. Tr. 299 (testimony of Mr. Brajevich).

documents for the cost of housing are gathered in R. Exh. 31 and calculated in R. Exh. 31, at 1, and R. Exh. 47.

- **Relocation travel.** It is undisputed that relocation travel is available for credit to FLSA-exempt employers. Tr. 111 (testimony of Ms. Aguilar). OFLC approved Employer-Respondent to provide relocation travel consistent with industry practice, and that is exactly what Employer-Respondent did. Tr. 287, 288 (testimony of Mr. Brajevich). It was reasonable to divide total relocation cost by all workers. Tr. 112 (testimony of Ms. Aguilar). The source documents for the cost of in-and-out-of-country travel are gathered in R. Exh. 33 and calculated in R. Exh. 34, at 1, and R. Exh. 47.
- **Local convenience travel**. It is undisputed that local convenience travel is a classic benefit for workers. Tr. 113 (testimony of Ms. Aguilar). OFLC approved Employer-Respondent to provide local convenience travel consistent with industry practice, and that is exactly what Employer-Respondent did. Tr. 287, 288 (testimony of Mr. Brajevich). The source documents for the cost of local convenience travel are gathered in R. Exh. 35 and calculated in R. Exh. 36, at 1, and R. Exh. 47.

- **Prepayment plan**. It is undisputed that an employer can pay wages in advance and take a credit toward future obligations. Tr. 103 (testimony of Ms. Aguilar). DOL has long recognized that employers may prepay for work to be performed later in the season, then recoup that credit later, and that this allows employees the benefit of a fairly stable wage rate even as weekly hours fluctuate. *E.g.*, *Wage-And-Hour Opinion Letter* (May 21, 1971); *Wage-And-Hour Opinion Letter No. FLSA 2005-3*, at ¶ 4 (Jan. 7, 2005) < http://www.dol.gov/whd/opinion/FLSA/2005/2005_01_07_3_FLSA_PrepaymentPlan.pdf >; U.S. Department of Labor, Wage & Hour Division, *Field Operations Handbook* ¶ 32j16c (2016) < http://www.dol.gov/whd/FOH/FOH_Ch32.pdf >. OFLC approved Employer-Respondent to provide a weekly salary consistent with industry practice, and that is exactly what Butler did. Tr. 287, 288-289, 293 (testimony of Mr. Brajevich). This benefits employees because it averages out and they get paid for what they are owed. *Id*. at 290. Employer-Respondent is audited nearly every year and no state officials have ever suggested there was a problem with their prepayment plan. *Id*. at 291. This amount is available as a credit because Employer-Respondent prepayment plan was based upon 40 hours per week, even

though the workers never reached that amount during the early season at issue in this case.

The very purpose of taking these credits for benefits conferred is restitutionary: to put the parties in the position that they would have been in, the Administrator's purported goal in this case, Tr. 52 (testimony of Ms. Aguilar). *See, e.g.*, *Wage-And-Hour Opinion Letter No. FLSA 2005-3*, at ¶ 4 (Jan. 7, 2005) (discussing the purpose of a prepayment plan) < http://www.dol.gov/whd/opinion/FLSA/2005/2005_01_07_3_FLSA_PrepaymentPlan.pdf >; U.S. Department of Labor, Wage & Hour Division, *Field Operations Handbook* ¶ 32j16c (2016) (same) < http://www.dol.gov/whd/FOH/FOH_Ch32.pdf >. As long as the benefit was conferred, then Employer-Respondent's restitutionary interest must be satisfied, regardless of when the benefit occurred. As demonstrated with the calculations in R. Exh. 47, "total compensation," which includes "wages paid" and Employer-Respondent's credits, far exceeds the Administrator's "back wage claim" for all 9 individuals. Thus, none of these individuals are entitled to back wages.

B. The ALJ Improperly Determined CMP's

There are 2 methods for determining CMP's. To the extent that the ALJ based that determination of CMP's on the hefty back wage claim, D&O 27-28,

Respondent-Employer has already demonstrated that the regulations expressly prohibited any such remedy for this particular violation. Thus, the corresponding CMP's must similarly fall.

Alternatively, CMP's up to $10,000 per violation are available for "any substantial failure." § 655.65 (c). Under this alternative formulation, the Administrator "*shall* consider the type of violation committed and *other relevant factors*." § 655.65 (g) (emphasis added). When relevant, these mandatory "[o]ther factors" include 7 specified factors: the employer's history of prior violations, the number of workers employed and affected by the violations, the gravity of the violations, the employer's good faith efforts to comply, the employer's explanation of the violations, the employer's commitment to future compliance, and the employer's financial gain. *Id*. *See also* 8 U.S.C. § 1184 (c) (14) (C) ("the highest [civil money] penalties shall be reserved for willful failures to meet any of the conditions of the petition that involve harm to United States workers.").

To the extent that the Administrator may belatedly claim to invoke consideration of the mandatory 7 factors, those similarly point to no CMP's.

- It was undisputed that Employer-Respondent has a clean enforcement history, and that only a small portion of Employer-Respondent's large workforce was affected. D&O 28; Tr. 162-163 (testimony of Ms.

Aguilar); Tr. 315 (testimony of Mr. Brajevich). Even though the Respondent-Employer had a sterling enforcement history, the ALJ erred by relying on uncharged conduct and depriving Respondent-employer of its due process rights rebut the allegations against it.

- Ms. Aguilar was unable to recall any conclusions she may have reached as to the remaining factors, which constitutes a failure of the Administrator's burden of proof. The ALJ erred as a matter of law by improperly shifting the burden of proof to Respondent-Employer.
- The violations were limited to 9 out of 246 H-2B workers, or an extremely low 3.7%. The ALJ erred by failing to give credit to Respondent-Employer because of sheer speculation that there may have been other, uncharged misconduct, once again improperly shifting the burden of proof to Respondent-Employer.
- The ALJ erred by concluding that the Respondent-Employer's violation of the misrepresentation-of-need clause undermined the objectives of the immigration statute, but without citing any basis in light of the specific prohibitions of that clause.
- It was undisputed that Respondent-Employer takes extensive efforts to maintain compliance, which included hiring a professional. *Id*. at 316-

317. The ALJ erred by concluding that Respondent-Employer needed to repeat that expertise rather than rely upon it.

- The ALJ erred by discounting or ignoring virtually every piece of favorable evidence to show the justification for Respondent-Employer's explanation.
- The ALJ erred by concluding that Respondent-Employer is "likely" to comply in the future, but gave no credit for that conclusion. D&O 29. To have changed course as a result of the Administrator's allegations would have been interpreted as acknowledging a violation that does not exist in fact. *See Administrator v. Camo Technologies, Inc.*, No. 11-026, 2012 Westlaw 4321026, at *6 (ARB Aug. 31, 2012) (employer's conduct of attempting to comply showed a duty).
- The ALJ erred by ignoring that Respondent-Employer substantially overpaid each of these workers in light of the various credits that were claimed to and approved by OFLC.

V. THE 2008 DOL RULE IS LEGALLY UNENFORCEABLE

Employer wishes to preserve the issue that the 2008 Regulations are unenforceable. Tr. 22. This issue was previously briefed and addressed by the Board. *Compare Administrator v. Strates Shows, Inc.*, No. 15-069, slip op. at *6 (ARB June 30, 2017) ("vacatur of the 2008 H-2B regulations rendered the

Administrator's legal authority for pursuing the present action null and void."), *vacated*, *id.*, slip op. at *2 (ARB Aug. 16, 2017), *with id.*, slip op at *2 (ARB Aug. 16, 2017) ("omitting the characterization of the 2008 H-2B regulations as unenforceable"). Despite its later tentativeness, the ARB's original ruling that the 2008 regulations were not enforceable – without reversing the prior decision – were correct and remain persuasive law. *County of Los Angeles v. Davis*, 440 U.S. 625, 646 n. 10 (1979) ("Although a decision vacating a judgment necessarily prevents the opinion of the lower court from being the law of the case, … the expressions of the court below on the merits, **if not reversed**, will continue to have precedential weight and, until contrary authority is decided, are likely to be viewed as persuasive authority if not the governing law of the [lower appellate court].") (emphasis added).

Even if the ARB has not persuasively determined that the 2008 regulations are unenforceable, the issue remains viable despite the most recent ruling from the Northern District of Florida. D&O 14. For this reason, Employer-Respondent wishes to preserve the issue.

CONCLUSION

The ALJ's opinion should be reversed and the case dismissed. Once the statute of limitations and the merits of the violation, if necessary, are properly addressed, there is no basis for the back wages or civil monetary penalties.

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CERTIFICATES

I HEREBY CERTIFY that on December 31, 2020, Employer-Respondent's opening brief was served by e-mail with consent to

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/s/
R. Wayne Pierce

ADMINISTRATIVE REVIEW BOARD
U.S. DEPARTMENT OF LABOR
WASHINGTON, DC

In the Matter of:	)	
	)	ARB Case No. 2021-0007
ADMINISTRATOR, WAGE & HOUR DIVISION,	)	ALJ Case No. 2018-TNE-00019
Prosecuting Party,	)	
v.	)	
BUTLER AMUSEMENTS, INC.,	)	
Respondent.	)	

ADMINISTRATOR'S UNOPPOSED MOTION FOR EXTENSION OF TIME TO FILE RESPONSE BRIEF

The Administrator of the Wage and Hour Division, U.S. Department of Labor ("Administrator"), requests an extension of time of thirty (30) days, up to and including March 3, 2021, to file the response brief in the above-captioned case. In support of this request, counsel for the Administrator states the following:

1. Pursuant to the Administrative Review Board's ("Board") Order of December 2, 2020, the Administrator's response brief is currently due on or before February 1, 2021.

2. The Administrator is requesting an extension of time because of competing deadlines. In particular, the Counsel for Appellate Litigation, who is responsible for the first-line review of this case, faces upcoming deadlines on a variety of litigation and legal advice projects, including review of the Secretary's response brief in *Scalia v. Vickram Bedi and Datalink Computer Products, Inc.*, No. 20-1955, which is due to be filed with the Second Circuit on January 25,

2021, and helping to prepare for oral argument on behalf of the Secretary in *Scalia v. Arizona Logistics, Inc.*, No. 20-15765, to be presented before the Ninth Circuit on February 5, 2021.

3. Counsel for the Administrator has conferred with counsel for Respondent, who consents to the Administrator's request for an extension of time. The Administrator also requests that the Board extend Respondent's reply deadline to March 24, 2021.

For the foregoing reasons, the Administrator respectfully requests that the Board grant her an extension of time of thirty (30) days, up to and including March 3, 2021, to file the opening brief in this case, and that the Board extend Respondent's deadline to file a reply until March 24, 2021.

Respectfully submitted,

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CERTIFICATE OF SERVICE

I certify that I electronically filed the foregoing Motion for Extension of Time to File Response Brief with the Administrative Review Board by using the Department's eFile/eServe system on January 15, 2021. I also certify that a copy was sent electronically to:

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Administrative Review Board
200 Constitution Ave. NW
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IN THE MATTER OF:

ADMINISTRATOR, WAGE AND HOUR DIVISION, UNITED STATES DEPARTMENT OF LABOR,

PROSECUTING PARTY,

v.

BUTLER AMUSEMENTS, INC. and MICHAEL BRAJEVICH, an individual,

RESPONDENTS.

ARB CASE NO. 2021-0007

ALJ CASE NO. 2018-TNE-00019

DATE: January 22, 2021

ORDER GRANTING EXTENSION OF TIME

The Administrative Review Board has received the Administrator's motion for an extension of time in which to file a response brief. Administrator has also requested that the Respondents be allowed an extension to file the reply brief. For good cause shown, the extensions are **GRANTED.** The Administrator may file a response brief on or before **March 3, 2021.** Respondents may file a reply brief on or before **March 24, 2021.**

In all other respects, the Board's November 3, 2020, Notice of Appeal and Order Establishing Briefing Schedule remains in effect.

FOR THE ADMINISTRATIVE REVIEW BOARD:

Aubrey Gordon

Aubrey Gordon
General Counsel

Note: Questions regarding any case pending before the Board should be directed to the Board's staff. Telephone: (202) 693-6200, Facsimile: (202) 693-6220

CERTIFICATE OF SERVICE

ARB-2021-0007 Butler Amusements, Inc. v. Butler Amusements, Inc. (Case No: 2018-TNE-00019)

I certify that the parties below were served this day.

01/22/2021
(DATE)

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ADMINISTRATIVE REVIEW BOARD
U.S. DEPARTMENT OF LABOR
WASHINGTON, DC

In the Matter of:	
ADMINISTRATOR, WAGE & HOUR DIVISION,	ARB Case No. 2021-0007
Prosecuting Party,	ALJ Case No. 2018-TNE-00019
v.	
BUTLER AMUSEMENTS, INC.,	
Respondent.	

PRINCIPAL DEPUTY ADMINISTRATOR'S RESPONSE BRIEF

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JURISDICTIONAL STATEMENT

This matter arises under the H-2B temporary foreign worker program of the Immigration and Nationality Act ("INA"). 8 U.S.C. 1101(a)(15)(H)(ii)(b), 1184(c)(14); U.S. Department of Labor's ("Department") H-2B regulations, 20 C.F.R. Part 655, subpart A (2009) (and applicable procedural regulations in 29 C.F.R. Part 503 (2015)). In 2018, the Administrator ("Administrator")[1] of the Wage and Hour Division ("WHD") brought an H-2B enforcement action against Butler Amusements, Inc. ("Respondent" or "Butler"). Respondent sought review of the Administrator's determination, and requested a hearing before an Administrative Law Judge ("ALJ"). The ALJ issued an Order Denying Summary Decision on November 14, 2018. A hearing was held in May 2019, and the ALJ issued his decision on September 30, 2020.

The Administrative Review Board ("Board" or "ARB") has jurisdiction to review an ALJ's decision and issue the final determination of the Secretary of Labor ("Secretary") under the H-2B program. U.S. Dep't of Labor, Sec'y's Order 01-2020, *Delegation of Auth. & Assignment of Responsibility to the Admin. Review Bd.* (Feb. 21, 2020), 85 Fed. Reg. 13,186, 2020 WL 1065013 (Mar. 6, 2020); *see also* 29 C.F.R. 503.51 (2015). The Board reviews an ALJ's decision de novo and

[1] As of January 20, 2021, the Principal Deputy Administrator is the ranking official responsible for the U.S. Department of Labor's Wage and Hour Division.

acts with "all the powers [the Secretary] would have in making the initial decision." 5 U.S.C. 557(b); *see Adm'r v. Am. Truss*, ARB Case No. 05-032, slip op. at 2-3 (ARB Feb. 28, 2007) (citing *Talukdar v. U.S. Dep't of Veterans Affairs*, ARB Case No. 04-100, slip op. at 8 (ARB Jan. 31, 2007) for proposition that "ARB applies de novo review in INA cases"); *see also Adm'r v. Elderkin Farm*, ARB Case Nos. 99-033, 99-048, slip op. at 12 (ARB June 30, 2000) (clarifying that de novo review means the Board may substitute its judgment for the ALJ's on civil money penalties).

STATEMENT OF THE ISSUES

1. Whether the ALJ correctly determined that the Administrator's enforcement action was not time-barred.

2. Whether the ALJ appropriately held that, by employing nine H-2B workers in positions outside the certified job classification, Respondent substantially failed to comply with the requirement in the applicable H-2B regulations to accurately represent its temporary need for H-2B workers.

3. Whether the ALJ correctly concluded that awarding back wages was an appropriate remedy for the violation at issue and correctly calculated the back wages due to nine H-2B workers who worked outside the certified job classification.

4. Whether the ALJ correctly assessed civil money penalties for Respondent's violation.

STATEMENT OF THE CASE

I. Statutory and Regulatory Framework

The H-2B program permits the employment of nonimmigrants to perform temporary, non-agricultural labor or services, but only if "unemployed persons capable of performing such service or labor cannot be found in this country." 8 U.S.C. 1101(a)(15)(H)(ii)(b). In order to ensure this, the Department of Labor must certify to the Department of Homeland Security ("DHS") "whether or not United States workers capable of performing the temporary services or labor are available and whether or not the alien's employment will adversely affect the wages and working conditions of similarly employed United States workers." 8 C.F.R. 214.2(h)(6)(iii)(A).

Thus, employers seeking to employ H-2B workers must obtain a certification from the Department of Labor before they petition DHS to employ H-2B workers. 20 C.F.R. 655.1(b) (2009).[2] As part of the certification process, an

[2] All references to 20 C.F.R. Part 655 in this brief are to the regulations as codified by the Final Rule published on December 19, 2008, which became effective on January 18, 2009. U.S. Dep't of Labor, Emp't & Training Admin., *Labor Certification Process and Enf't for Temp. Emp't in Occupations Other Than Agric. or Registered Nursing in the U.S. (H–2B Workers), & Other Tech. Changes*, 73 Fed. Reg. 78,020, 78,047, 2008 WL 5262663 (Dec. 19, 2008) (hereinafter "2008 Rule"). The 2008 Rule was superseded by the Interim Final Rule that was

employer must first obtain a prevailing wage determination for the job position or positions for which the employer seeks to employ H-2B workers by submitting ETA Form 9141, Application for a Prevailing Wage Determination ("9141") to the Department's Office of Foreign Labor Certification ("OFLC"). 20 C.F.R. 655.10. The 9141 instructs H-2B employers to "describe the job duties, in detail, to be performed by any worker filling the job opportunity" and to include a "Standard Occupational Classification"[3] or Occupational Net (O*NET) code[4] for the requested occupation. Decision and Order ("D&O") 3 (Sept. 30, 2020).

After obtaining a prevailing wage determination, the employer must file ETA Form 9142, the Application for Temporary Employment Certification ("TEC" or "9142") with OFLC. 20 C.F.R. 655.20.[5] On the TEC, an employer must

published and took effect on April 29, 2015, but this case involves only violations of the 2008 Rule.

[3] The Standard Occupational Classification ("SOC") system is a federal statistical standard used by federal agencies to classify workers into occupational categories for the purpose of collecting, calculating, or disseminating data.

[4] O*NET is a database of descriptive occupational information maintained by the Department's Employment and Training Administration. O*NET's comprehensive database includes job characteristics and tasks, as well as worker attributes, and can be searched using SOC codes for specific occupations.

[5] As part of the certification process, an employer must take certain actions to recruit U.S. workers for the job opportunity, including submitting a job order to the state workforce agency, advertising the job, and including in the job order and advertisement a description of the job duties and the wage offered. 20 C.F.R. 655.15, 655.17.

attest that it will abide by the terms and conditions set by the H-2B regulations and the obligations on its TEC. 20 C.F.R. 655.20(a), 655.22. The employer must certify, under penalty of perjury, that the information contained on the TEC is true and accurate, and it must acknowledge and accept each obligation of the H-2B program. 20 C.F.R. 655.65(f). Those obligations include, among others, the requirement to accurately represent the employer's "dates of temporary need, reason for temporary need, and number of positions being requested." 20 C.F.R. 655.22(n) (hereinafter referred to as the "temporary need requirement"). A TEC is "valid only for the number of H-2B positions, the area of intended employment, the specific services or labor to be performed, and the employer certified . . . ." 20 C.F.R. 655.34(b). The requirements that H-2B employers not advertise to U.S. workers a different position or different working conditions than those offered to H-2B workers, not bring in more H-2B workers than are needed, and not place H-2B workers in locations or jobs that were not advertised to U.S. workers ensure that employers using the H-2B program do not adversely affect the wages or working conditions of U.S. workers, as required by 8 C.F.R. 214.2(h)(6)(iii)(A) and 20 C.F.R. 655.1(b). After the Department certifies the TEC, the employer is required to submit the approved TEC along with its petition to DHS to employ H-2B workers. 8 C.F.R. 214.2(h)(6)(iv).

Pursuant to 8 U.S.C. 1184(c)(14)(B), effective in 2009, DHS delegated to the Department of Labor its investigative and enforcement authority to assure compliance with the terms and conditions of employment under the H-2B program. *See* 2008 Rule, 73 Fed. Reg. at 78,046. The statute permits DHS to delegate the authority to "impose such administrative remedies . . . as the Secretary of [DHS] . . . determines to be appropriate." 8 U.S.C. 1184(c)(14)(A)(i). This authority was delegated within the Department to the WHD Administrator. 20 C.F.R. 655.50. In accordance with the delegation of enforcement authority, the Department's 2008 Rule set forth employer obligations under the H-2B program, 20 C.F.R. 655.22, as well as a WHD enforcement process, 20 C.F.R. 655.50.[6]

[6] In 2015, the Department's 2008 Rule was vacated and permanently enjoined by the U.S. District Court for the Northern District of Florida. *Perez v. Perez*, No. 14-cv-682, Doc. 14, slip op. at 7-8 (N.D. Fla. Mar. 4, 2015). However, the *Perez* court later clarified this order, stating that "the permanent injunction was not intended to, and does not, apply retroactively." *Perez v. Perez*, No. 14-cv-682, Doc. 62 (N.D. Fla. Sept. 4, 2015). In 2018, an H-2B employer brought a contempt action in the same court, seeking sanctions against the Department for violating the *Perez* injunction by continuing to enforce the 2008 Rule. *Drew's Lawn & Snow Serv., Inc.*, No. 18-cv-979, Doc. 14 (N.D. Fla. Feb. 11, 2019). The court dismissed the case with prejudice, and stated, "based on the Court's clarification, the permanent injunction in *Perez* does not apply retroactively to prevent [the Department] from enforcing the conditions of labor certifications issued under the 2008 Regulations prior to the entry of the injunction." *Id.*, slip op. at 6.

Therefore, in accordance with the *Perez* clarification, the Department still enforces compliance with the 2008 Rule for labor certifications issued pursuant to that rule before the district court's permanent injunction took effect on April 30, 2015, such as the certification in this case. The Board has approved this approach. *Adm'r v. Strates Shows, Inc.*, ARB Case No. 15-069, Amended Final Decision & Order, slip

After conducting an investigation, WHD determines whether a violation has occurred: whether the employer willfully misrepresented a material fact, or substantially failed to meet the conditions attested to, on the TEC or the petition. 8 U.S.C. 1184(c)(14)(A); 20 C.F.R. 655.60. A substantial failure is defined in the INA as a "willful failure to comply with the [H-2B provisions] that constitutes a significant deviation from the terms and conditions of the petition." 8 U.S.C. 1184(c)(14)(D). The H-2B regulations define a "willful failure" as "a knowing failure or reckless disregard with respect to whether the conduct was contrary" to the INA and its regulations. 20 C.F.R. 655.65(e).

After determining that an employer has violated the requirements of the H-2B program, WHD may assess the following remedies for violations: civil money

---

op. at 2-3 (ARB Aug. 16, 2017) (reconsidering decision characterizing 2008 H-2B Rule as unenforceable and noting that the district court in *Perez* "held that the permanent injunction did not apply retroactively—did not apply to past labor certifications approved under the 2008 [Rule] before the injunction").

Respondent argues that the Board's earlier, vacated order in *Strates Shows* "remain[s] persuasive," Resp't Br. 49. As the ALJ correctly noted, the Board in *Strates Shows* vacated its earlier order in its entirety and thus it "does not reflect the ARB's current view on the enforceability of" the 2008 Rule. Order Denying Summary Decision Order ("Summ. Decision Order") 6 (Nov. 14, 2018).

In light of the rulings of both the U.S. District Court for the Northern District of Florida and the ARB in favor of the Department's continued authority to enforce the 2008 Rule, Respondent's continued attempts to argue – or even to preserve the argument – that the 2008 Rule is unenforceable, Resp't Br. 48-49, borders on frivolous.

penalties, reinstatement of displaced U.S. workers, back wages, or other appropriate legal or equitable remedies. 20 C.F.R. 655.65. The Department has explained that awarding back wages for failure to pay the correct prevailing wage "further[s] the purposes of the H-2B program because it will reduce employers' incentives to bypass U.S. workers in order to hire and exploit H-2B foreign workers, and guard against depressing U.S. workers' wage rates." 2008 Rule, 73 Fed. Reg. at 78,047.

For civil money penalties, WHD may assess penalties "in an amount not to exceed $10,000 per violation for any substantial failure to meet the conditions provided" in the TEC Application. 20 C.F.R. 655.65(c). When determining the amount of penalties, WHD is required to consider the type of violation committed and other relevant factors including: 1) the previous history of H-2B violations by the employer; 2) the number of workers affected by the violation; 3) the gravity of the violation; 4) the good faith efforts by the employer to comply; 5) the employer's explanation of the violation; 6) the employer's commitment to future compliance; and 7) the extent to which the employer achieved a financial gain as a result of the violation. 20 C.F.R. 655.65(g). The "highest penalties" shall be for violations that "involve harm to [U.S.] workers." 8 U.S.C. 1184(c)(14)(C); 20 C.F.R. 655.65(g).

II. Statement of Facts

Butler Amusements operates a traveling amusement carnival that provides rides, games, and concessions to fairs in Arizona, California, Idaho, Nevada, Oregon, and Washington. D&O 2-3. Michael Brajevich was Butler's president and chief executive officer. *Id.* at 2; Tr. 268:11-13.[7] Respondent is a longtime participant in the H-2B program, and claims that it is exempt from the minimum wage and overtime requirements of the Fair Labor Standards Act under 29 U.S.C. 213(a)(3). D&O 3. Butler Amusements has used James K. Judkins, an agent, to file applications for H-2B workers since 2000. Tr. 274:2-10. Respondent's participation in the H-2B program was based on its asserted need for workers to fill Amusement and Recreation Attendant positions. D&O 3.

In 2012, Judkins filled out Butler's Application for a Prevailing Wage Determination (the 9141) for "Amusement and Recreation Attendants – Traveling Carnival" for Butler's 2013 season. D&O 3. On the 9141, Respondent entered "Amusement and Recreation Attendants" as the Standard Occupation Code/O*NET job title. *Id.* Respondent listed the job duties as "[p]erform a variety of attending duties at amusement facility (traveling carnival). Set up, tear down,

[7] Brajevich was included in the caption in the case below, but the ALJ determined that he was not personally or individually liable. D&O 30. Because the Administrator did not appeal and that determination thus became final, the Administrator has removed Brajevich from the caption on appeal.

operate amusement rides, food concessions, and/or games." *Id.* Respondent also stated that no experience, education, training, specific skills, or special licenses were required for the job, and that the workers would not supervise other employees. *Id.*

In October 2012, Respondent posted job advertisements with the Yakima Herald and online seeking 250 Carnival and Amusement and Recreation Attendants. D&O 3. The ads, which stated that Butler would pay $323.60 to $368.40 per week, listed the job duties as "a variety" of tasks including "set up, tear down, operate amusement rides, food concessions and/or games," and stated the job would typically be 40 hours per week. *Id.*

In December 2012, Judkins filed an Application for Temporary Employment Certification (the 9142) on Butler's behalf, seeking to employ 246 H-2B workers as Amusement and Recreation Attendants for a period from February 1, 2013, through October 31, 2013. D&O 4. Respondent listed the same job duties as it had listed on the 9141, and again indicated that no special skills or licenses were required, and that the workers would not supervise others. *Id.* Again, Respondent stated that the job opportunity was for 40 hours a week and would pay $323.60 to $368.40 per week. *Id.* The 9142 included a proposed itinerary for the carnival. *Id.* at 5.

Respondent checked the box on the 9142 confirming that it had read and agreed to all applicable terms, assurances, and obligations on Appendix B.1. D&O 5. One of those assurances, Attestation 13, requires an H-2B employer to attest that "the dates of temporary need, reason(s) for temporary need, and number of worker positions being requested for certification have been truly and accurately stated on the application." *Id.* Both Judkins and Brajevich, as Respondent's representative, signed the 9142. *Id.* Brajevich attested that Respondent took "full responsibility" for the accuracy of any representations made by its agent, that Butler would comply with the conditions of the H-2B program, and that the information contained on the TEC was true and accurate. *Id.*

On December 14, 2012, the Department certified Respondent to employ 246 H-2B workers as Amusement and Recreation Attendants. D&O 5. Eight of the nine relevant H-2B workers arrived by February 2, 2013, while one arrived on February 11. *Id.* at 13.

In 2013, WHD conducted an investigation of Butler's location in Santa Barbara, California covering the period from February 1, 2013 through April 24, 2013. D&O 6. Employees reported working slightly over 40 hours in a workweek, with most employees working at the fair and assembling and disassembling the rides. *Id.* at 7-8. WHD determined that Butler committed a violation of the H-2B program: specifically, that Respondent employed nine H-2B workers outside the

approved job classification of Amusement and Recreation Attendants, and instead employed two of them as supervisors, two as maintenance shop workers, and five as drivers. *Id.* at 6; Tr. 47:17-48:8.

WHD determined that Butler employed two H-2B workers, Antonio Mendez and Omar Lopez, as supervisors. D&O 9; Tr. 47:15-23; 60:24-61:4. Respondent's roll sheet listed Mendez and Lopez as supervisors, and multiple employees stated that they reported to either Mendez or Lopez. D&O 9; Tr. 37:24-38:4; 44:25-45:3; 46:18-24. The supervisors walked around to ensure that other employees were doing their job, addressed customer complaints, responded to ride operators when something was broken, and filled out the ride roster. D&O at 23. Two other H-2B workers, Jaime Hernandez and Felipe Villegas, worked solely in the "shop" or spare parts trailer, cleaning parts and supplies, welding, repairing rides, and doing inspections. *Id.* at 9, 23; Tr. 37:19-23; 47:6-9; 60:18-21.

WHD determined that Butler employed five H-2B workers, Jose Ivan Ortega, Sergio Guzman, Saul Estadillo, Gustavo Gamero, and Fernando Preza, as drivers. D&O 10. The drivers did not operate rides or provide concessions; they exclusively drove tractor-trailers to transport the rides between fair locations. *Id.*; Tr. 37:2-5; 45:4; 47:6-9; 60:18-21. These drivers performed commercial truck driving duties requiring a commercial driver's license and compliance with U.S. Department of Transportation requirements. D&O 10. Some of the drivers reported

keeping a transportation logbook of their hours, consistent with Department of Transportation regulations. *Id.* Respondent listed some of these H-2B workers as "driver" in its payroll records. *Id.*; Tr. 36:24-37:12. Two drivers were not listed as a "driver," but Respondent's pay records showed that they rarely worked on weekends, when the fairs were in operation, which was typical for drivers. D&O 10.

All three occupations – first-line supervisor, maintenance shop worker, and driver – command a higher prevailing wage than is paid to Amusement and Recreation Attendants. D&O 24. Butler did not pay these nine H-2B workers the correct prevailing wage for the job classification in which they actually worked, although they were paid more than the prevailing wage required for Amusement and Recreation Attendants. *Id.* at 12, 24.

On February 6, 2018, after a delay caused primarily by litigation challenging the Department's authority to issue and enforce the 2008 Rule, *see supra* at 6-7 n.6, WHD issued a determination letter charging Respondent with a substantial failure to comply with the proper job classification requirement and citing 20 C.F.R. 655.22(n). D&O 6. The determination letter and the enclosed Summary of Violations and Remedies stated that WHD had assessed back wages[8] and $10,000

[8] WHD originally calculated that Respondent owed $24,987.60 in back wages, but that was amended to $26,955.50 pursuant to the ALJ's May 2, 2019 Order. D&O 6 n.8.

in civil money penalties against Respondent. *Id.* To calculate the back wages owed to each of the nine improperly classified H-2B workers, WHD calculated the prevailing wage that Butler should have paid the workers for the job classification in which each worker actually worked. *Id.* at 24-25. WHD then calculated the difference between the prevailing wage classification that should have applied for each worker and the wage that the worker was actually paid, and multiplied that by the hours worked. *Id.* In determining the number of hours each worker worked, WHD found that Respondent's payroll did not accurately represent the hours actually worked, and therefore WHD reconstructed the hours worked based on the 40 hours per week that Butler attested its employees would work on its 9142. *Id.* at 12, 25.

III. Course of Proceedings

Butler timely sought review of WHD's determination by an ALJ. Respondent filed a Motion for Summary Judgment in June 2018, contending, among other arguments, that the Administrator lacked the authority to enforce the 2008 Rule and that the Administrator's determination was barred by the statute of limitations. The ALJ denied that motion on November 14, 2018. Summ. Decision Order. A hearing was held on May 8 and 9, 2019. The ALJ issued his Decision and Order on September 30, 2020. D&O.

On October 30, Butler petitioned the Board for review of the ALJ's September 30 Decision. The Board accepted the petition on November 3, 2020, and issued a Notice of Appeal and Order Establishing Briefing Schedule. Respondent filed its opening brief on December 31, 2020.

IV. The ALJ's Decisions

In its Summary Decision Order, the ALJ concluded, among other things, that that the five-year statute of limitations in 28 U.S.C. 2462 for actions to enforce a civil fine or penalty was applicable to this case, and that the Administrator had timely filed its determination letter within the five-year limitations period. Summ. Decision Order 14-18. Specifically, the ALJ concluded that 28 U.S.C. 2462 applied to H-2B actions for back wages, as well as those for civil money penalties, based on his view that unpaid wages sought in an H-2B enforcement action are a penalty because both public and private interests are at issue in violations of the H-2B program. Summ. Decision Order 17. The ALJ rejected Respondent's argument that the statute of limitations accrued on the date that the Department approved Respondent's TEC, which was outside of the five-year limitations period. *Id.* at 18. The ALJ explained that the limitations period began to accrue when Respondent allegedly violated the regulations by employing H-2B workers in jobs not identified in the TEC and ran through April 24, 2013 (the close of WHD's investigation period), which was within the five-year limitations period. *Id.* The

ALJ also concluded that back wages were an appropriate remedy under 20 C.F.R. 655.65(i) for the violations alleged in this case. *Id.* at 12-13.

After a hearing, the ALJ issued a Decision & Order holding that Respondent substantially failed to comply with the H-2B program by employing nine H-2B workers outside the job classification of Amusement and Recreation Attendant. D&O 19. Respondent instead employed the workers as drivers, maintenance shop workers, and supervisors. *Id.*

To reach that conclusion, the ALJ determined that Butler "acted with reckless disregard for whether it was in compliance . . . by ignoring the regulations and instructions accompanying the temporary employment certification application and employing nine H-2B workers outside of its job certification." D&O 19. The ALJ found that the regulations and instructions "provided ample notice and guidance" for H-2B employers in how to comply with the H-2B program requirements. *Id.* As relevant here, the ALJ noted that 20 C.F.R. 655.22(n) requires an employer to truly and accurately state the dates of temporary need, the "reason for temporary need" and the number of positions requested on the TEC, which notified Respondent of the requirement that an H-2B employer must accurately represent its temporary need and cannot place H-2B workers outside the classification approved on the TEC. *Id.* at 20. The ALJ further pointed to the "level of specificity required for the job description" in advertisements, which must

match the job description on the TEC. *Id.* at 20. Additionally, the instructions on the 9141 and the 9142 directed Respondent to describe the job duties in detail, including the equipment to be used and whether the H-2B worker would supervise others. *Id.* at 21. The ALJ found that Respondent "seemingly ignored" these instructions. *Id.*

The ALJ reasoned that Respondent "should have submitted separate applications for the various jobs [it] sought to fill" but instead "exerted minimal effort to comply," and concluded that this demonstrated a reckless disregard for the H-2B program requirements. *Id.* at 21. The ALJ also dismissed Respondent's arguments that it had relied on its agent, Judkins, who had experience in the H-2B program, because Judkins was acting with Butler's authority and Butler, as the employer, is ultimately responsible for its obligations under the H-2B program. *Id.* at 21-22.

The ALJ further concluded that Butler's reckless disregard resulted in a significant deviation from the conditions listed on the labor certification. D&O 23-24. The ALJ rejected Respondent's arguments that H-2B employers were not actually required by the 2008 Rule to employ H-2B workers only in the certified job, noting that those arguments "seemed disingenuous." *Id.* at 23. The ALJ also rejected Respondent's arguments that some of the tasks that the nine workers engaged in were listed as "supplemental" tasks under O*NET for Amusement and

Recreation Attendants and therefore Respondent had not substantially failed to comply with the terms and conditions on the TEC. *Id.* at 22-23. The ALJ found that "none of the nine employees performed the core duties associated with an [Amusement and Recreation Attendant] position and they rarely performed the supplemental duties." *Id.* at 23. Ultimately, the ALJ concluded that Butler's "strategy to 'just put [workers] wherever we can get them to be efficient' was expedient, but clearly violated [the] explicit requirement" that H-2B employees must only perform the jobs that the Department has certified their employer for. *Id.* at 20.

The ALJ then addressed the Administrator's back wage calculations. After careful review of the employer's payroll records and employee interview statements, the ALJ found that Respondent's pay slip hours were "unreliable and could not have been used to reconstruct employee back wages." D&O 25. Specifically, the ALJ reviewed the payroll records and determined that they "omitted amounts paid, contained duplicate pay slips for the same person for the same period," including many that could not be reconciled, and "were inexplicably missing records for some employees." *Id.* at 11-12. The ALJ concluded that the Administrator's reconstruction of hours using the 40 hours per week that Respondent attested on its 9142 was reasonable given Respondent's "incomplete and questionably accurate pay slips." *Id.* at 12, 25. The Administrator

reconstructed the back wages owed to the nine H-2B workers using the prevailing wage for the job that each worker actually performed, based on that job's average wage of the localities listed on the itinerary submitted by Respondent. *Id.* at 25. The ALJ concluded that WHD's method of reconstruction was appropriate, except that he recalculated using specific locations rather than an average. *Id.* Therefore, the ALJ lowered the back wages owed from $26,955.40 to $26,786. *Id.* at 25-26.

The ALJ rejected Respondent's claim that it was entitled to credits for providing housing, local transportation, relocation expenses, employee taxes, and reimbursement for a prepayment plan for weeks that employees did not work 40 hours. D&O 26-27. The ALJ noted that Respondent had not cited any authority in support of the credits and relied solely on a statement signed by H-2B workers in 2019 who worked during the 2013 season. *Id.* at 26. The ALJ gave no weight to the statement because there were inconsistencies between the statement, employee statements in 2013, and the credits Respondent attempted to claim. *Id.* at 27.

Finally, the ALJ held that the Administrator's assessment of a $10,000 civil money penalty was reasonable. D&O 28. The ALJ independently reviewed the factors set forth in the H-2B regulations at 20 C.F.R. 655.65(g), determined that

the factors "favor[ed] imposing a high" civil money penalty, and concluded that an assessment of $10,000 in civil money penalties was appropriate. *Id.* at 28-30.[9]

SUMMARY OF ARGUMENT

1. The Administrator timely brought this action for H-2B back wages and civil money penalties against Respondent. The Administrator charged Respondent with a substantial failure to comply with the requirements of the H-2B program through April 24, 2013. Given the ALJ's conclusion that the five-year statute of limitations in 28 U.S.C. 2462 applied to this case and the fact that the Administrator issued its determination on February 6, 2018, which is less than five years after the violations occurred, the action is not time-barred.

Contrary to Respondent's argument, neither the INA nor the H-2B regulations required WHD to cite Respondent's violation as a willful misrepresentation (which would have occurred earlier and outside the limitations period). Instead, the Administrator properly cited a substantial failure to comply with the temporary need requirement (which did fall within the limitations period).

[9] The ALJ also concluded that Respondent could not show that the doctrine of laches should apply, that Michael Brajevich was not individually or personally liable for Butler's violations, and that an anti-retaliation order for any H-2B worker owed back wages was warranted. D&O 15-17, 30-31. Aside from a perfunctory reference to laches in Respondent's Petition for Review, none of these issues have been presented to the Board for appeal, and thus the ALJ's decision on these matters is final.

Nothing in the statute or regulations prevents WHD from choosing to charge the violation in that manner.

Respondent attempts to find other shorter limitations periods to apply to this action, but none of Respondents' arguments are supported by the facts or the law. Shortening the limitations period as Respondent tries to do would undermine the Administrator's ability to appropriately enforce the requirements of the H-2B program and would frustrate the purpose of the requirements of the H-2B program: to reduce employers' incentives to bypass American workers in favor of H-2B workers and to guard against depressing U.S. workers' wages.

2. The ALJ correctly concluded that Respondent violated the H-2B provisions of the INA and the applicable regulations. H-2B employers commit a violation of the H-2B regulations when they place H-2B workers in job classifications that the Department did not certify. If an employer places its H-2B workers in a job classification outside the one the employer listed on the TEC and for which did it not advertise, the Department cannot accurately determine whether the H-2B worker's employment will adversely affect U.S. workers, and U.S. workers are deprived of the opportunity to apply for the actual jobs for which the employer seeks to hire H-2B workers. This is consistent with the Board's decision in *Adm'r v. 5 Star Forestry*, which recognized that an employer's failure to accurately state the areas of intended employment for H-2B workers violated the

regulations, precisely because it hampered the Department's ability to determine the impact of the position on U.S. workers. ARB Case No. 13-056, slip op. at 2 (ARB Nov. 6, 2014). The requirement that H-2B employers accurately represent their temporary need is essential to upholding the INA's purpose of protecting U.S. workers. Respondent violated this temporary need requirement by employing at least nine H-2B workers outside the Amusement and Recreation Attendant job classification for which it was certified.

Respondent's violation was a substantial failure to comply because Respondent recklessly disregarded whether its conduct was contrary to the H-2B program's temporary need requirement. The ALJ properly concluded that Respondent had notice of the H-2B program requirements, including the temporary need requirement, but was reckless in its disregard of those requirements. And its reckless disregard resulted in a significant deviation from the terms and conditions in its TEC and petition. The jobs in which Butler employed the H-2B workers – driver, maintenance shop worker, and supervisor – required Respondent to pay higher wages than Amusement and Recreation Attendant. But Respondent never advertised those higher-paying jobs to U.S. workers. Therefore, the ALJ properly held Respondent's actions substantially failed to comply with the H-2B regulation's requirement that employers accurately represent their temporary need on the TEC. The Board should not reward such a substantial failure to comply with

the requirements and obligations of the H-2B program by overturning the ALJ's decision.

3. The ALJ correctly concluded that back wages were an appropriate remedy for Respondent's violation and that the back wage calculation, with minor adjustments, was reasonable. The ALJ carefully reviewed Respondent's incomplete and unreliable records and properly found that WHD had reasonably declined to rely on the hours listed on those records and instead relied on the Respondent's own representation of the number of hours that its H-2B workers would work. Respondent's belated attempt to seek offsets for alleged benefits without providing credible supporting evidence was properly rejected.

4. Finally, the ALJ's assessment of $10,000 in civil money penalties against Respondent was reasonable. The ALJ's independent analysis of the factors relevant in determining the amount of civil money penalties was thorough and detailed. His conclusion that the factors weighed in favor of imposing a high amount of penalties was well supported.

For all of these reasons, the Board should affirm the ALJ's holding that Respondent violated the temporary provision of the H-2B regulations and uphold his back wage and civil money penalty assessments.

ARGUMENT

I. THE ADMINISTRATOR'S CASE IS NOT TIME BARRED

A. The Administrator Timely Issued the Determination Letter

The Administrator issued the determination letter to Butler within the five-year statute of limitations period that the ALJ determined applied in this case. The ALJ concluded that 28 U.S.C. 2462, which sets a five-year limitations period for actions or proceedings to enforce a civil fine or penalty, applied to both the civil money penalties and the back wages owed in this case. Summ. Decision Order 16-17.[10] On February 6, 2018, WHD issued its determination letter, which covered the

[10] The Administrative Review Board recently adopted and affirmed a decision by an ALJ that section 2462's five-year statute of limitations applies to H-2B proceedings where the Administrator seeks to recover penalties, including for violations of the employer's requirement to pay outbound transportation costs. *Adm'r v. Graham & Rollins*, ARB Case No. 19-009, slip op. at 2 (ARB Nov. 16, 2020). *Graham & Rollins* did not address the statute of limitations for back wages. *Adm'r v. Graham & Rollins*, ALJ Case No. 2018-TNE-022, slip op. at 8-9 (OALJ June 26, 2018).

While the Administrator did not agree that the five-year statute of limitations in section 2462 applied to the back wages sought in this case, Summ. Decision Order 14, the Administrator did not appeal the ALJ's decision that the five-year statute of limitations applied to the back wages here because it was not determinative. The application of the five-year limitations period in the ALJ's Summary Decision Order did not eliminate any period of time for which the Administrator sought back wages, and thus any petition for review on that issue filed by the Administrator would not have sought to change the outcome, but merely to request an advisory opinion. The Board has a "well-established policy against issuing advisory opinions." *Hoffman v. NetJets Aviation, Inc.*, ARB Case No. 09-021, slip op. at 17-18 n.85 (ARB March 24, 2011) (listing cases).

period from February 1, 2013 through April 24, 2013, in which it concluded that Butler substantially failed to comply with the temporary need requirement of the H-2B regulations during the 2013 season and assessed both back wages and civil money penalties against Respondent. D&O 6. Therefore, because the determination letter was issued before April 24, 2018 and within the five-year limitations period, the ALJ correctly determined that it was timely. Summ. Decision Order at 18.

Respondent argues that the cause of action for this case occurred no later than February 1, 2013, when the H-2B workers arrived, and therefore the determination letter was time-barred. Resp't Br. 5-8. Respondent's argument is that there was one discrete violation that occurred at a single definitive point in time that provided the Administrator's cause of action. *Id.* at 6-7.

Respondent's argument is unavailing because Butler's violation was not a single discrete event, but instead recurring failures to comply with the H-2B program requirements. During the entire three-month period that WHD investigated, Respondent employed at least nine H-2B workers outside the certified job classification, and therefore, Butler substantially failed to comply with the terms and conditions of the TEC throughout that same period. In this way, it is like an action under the FLSA where there is "a series of repeated violations of an identical nature" such that "each failure to pay . . . begins a new statute of

limitations period as to that particular event." *Figueroa v. D.C. Metro. Police Dept.*, 633 F.3d 1129, 1135 (D.C. Cir. 2011) (internal quotation marks omitted); *see also Knight v. Columbus, Ga.*, 19 F.3d 579, 581 (11th Cir. 1994).[11] Regarding FLSA overtime violations, the U.S. Court of Appeals for the District of Columbia Circuit stated that "the underpayment is not the 'effect' of a prior violation; it is the violation itself." *Figueroa*, 633 F.3d at 1135. As noted above, an employer violates the INA when it willfully fails to comply with the H-2B requirements and that failure constitutes a "significant deviation" from the terms and conditions of the employer's petition. 8 U.S.C. 1184(c)(14). Each significant deviation from the terms and conditions of the H-2B petition and accompanying labor certification is the violation itself, and thus begins a new statute of limitations. Treating Butler's repeated significant deviations as one discrete event, as Respondent argues, would result in Butler not being held to account for the repeated misconduct of employing these nine H-2B workers for a three-month period in job classifications for which Butler was not certified.

[11] The Supreme Court in *Ledbetter v. Goodyear Tire & Rubber Co.* distinguished FLSA claims from Title VII claims by noting that "an FLSA minimum wage or overtime claim does not require proof of a specific intent to discriminate." 550 U.S. 618, 641 (2007). Although H-2B violations require proof of willfulness, this is not like specific discriminatory intent because willfulness includes a reckless disregard with respect to whether the conduct was contrary to the H-2B requirements, 20 C.F.R. 655.65(e), which does not require specific intent.

Respondent also claims that the Administrator was required to charge this violation as a willful misrepresentation, rather than a substantial failure to comply (and that any willful misrepresentation would have occurred when Respondent filed its TEC, which is outside the five-year limitations period). Resp't Br. at 7 n.1, 24-25. Specifically, Respondent contends that, because 20 C.F.R. 655.22(n) states that an employer must "accurately state[] on the application" the "dates of temporary need, reason for temporary need, and number of positions being requested," the only way that this regulatory provision can be violated is via a willful misrepresentation on the application itself. Resp't Br. 24-25. The Board should reject this argument. It is entirely possible for an employer to willfully misrepresent facts on its TEC *or* to substantially fail to comply with the statements it made on its TEC regarding its temporary need for H-2B workers. The INA clearly permits the Administrator to charge employers with either a willful misrepresentation or a substantial failure to comply, and does not limit either of those to certain specific violations. 8 U.S.C. 1184(c)(14)(A).

Here, Butler substantially failed to comply. It filed its application seeking Amusement and Recreation Attendants in November 2012. But until it actually acted with reckless disregard of the H-2B program requirements by employing nine H-2B workers in job classifications other than Amusement and Recreation Attendant, it had not substantially failed to comply with the requirement in 20

C.F.R. 655.22(n). Therefore, the Secretary's claim could not have begun to accrue until February 2013. And Butler repeatedly substantially failed to comply throughout the period that WHD investigated, to April 2013. Therefore the Administrator's February 6, 2018 determination letter was timely filed within the five-year limitations period.

B. 28 U.S.C. 1658(a) Does Not Apply to This Case Because It Does Not Apply to Administrative Actions

Respondent also argues that the Board should apply the four-year limitations period set forth in 28 U.S.C. 1658(a), which governs "civil action[s] arising under an Act of Congress enacted after" 1990. Resp't Br. at 8-12. However, as the Federal Communications Commission recently recognized, "[t]he text, context, purpose, and history of Section 1658(a) make clear that it governs court actions, not agency proceedings . . . ." *Sandwich Isles Comms., Inc.*, FCC18-172, 2019 WL 105385, at *39 (F.C.C. Jan. 3, 2019); *see also Garvey v. Hale*, 1997 WL 566262, at *1 (N.T.S.B. Aug. 29, 1997) (stating that section 1658(a) applies to "certain civil actions in federal court" and not to proceedings before National Transportation Safety Board).

The term "action," as used in federal statutory provisions, most frequently refers to judicial proceedings. Analyzing 28 U.S.C. 2415(a), another federal limitations statute, the Supreme Court stated that the term "action" is "ordinarily used in connection with judicial, not administrative, proceedings." *BP Am. Prod.*

Co. v. Burton, 549 U.S. 84, 91 (2006). The Fourth Circuit analyzed the term "civil action" in 28 U.S.C 1658(a) and held that it did not apply to a civil commitment hearing, noting that such a proceeding was distinct from a civil action, which is one that "seek[s] to enforce or protect a private civil right." *United States v. Searcy*, 880 F.3d 116, 124 (4th Cir. 2018). An administrative enforcement action such as this does not seek to enforce or protect a private civil right.

Respondent's purported examples of the term "civil action" being applied to administrative proceedings, Resp't Br. 10-12, do not support Respondent's claims. Instead, the reports and manuals that Respondent cites mainly discuss the Administrative Procedure Act, a federal statute that provides a cause of action for review of administrative actions *in federal court*, and thus involves a judicial proceeding. *Id.*

Finally, the FCC's analysis of the legislative history of section 1658(a) clarifies that it applies only to suits brought in federal court:

> Section 1658 was enacted as part of the Judicial Improvements Act of 1990. Title III of that Act, in which Section 1658 was enacted, is the Federal Courts Study Implementation Act of 1990. As those names would suggest, where the term "action" appears in the enacting law, it refers to formal judicial proceedings or other action by the judiciary . . . . 'The primary goals of [the Judicial Improvements] Act [were] to decrease delays in the federal court system . . . .' The purpose of Section 1658 specifically was to eliminate the need for federal courts to "borrow" the most analogous state or federal law limitations period for federal claims that lacked their own designated limitations period. . . . In other words, the legislative concerns that animated the enactment of Section 1658, and the goals of Judicial

> Improvements Act of 1990 as a whole, related to proceedings in federal court, not administrative proceedings.

Sandwich Isles Comms., Inc., 2019 WL 105385, at *39. The FCC concluded by noting that it could find no instance of case where section 1658(a) was used to set the limitations period for an administrative proceeding. *Id.* at *40. Therefore, it is clear that the limitations period set forth in 28 U.S.C. 1658(a) does not apply to this administrative enforcement action.

C. Statutes of Limitations Should Not Be Borrowed from Other Statutes in Suits Brought by the Government

Respondent further argues that the ALJ erred by failing to "borrow" a statute of limitations from either the Fair Labor Standards Act or the H-2A program.[12] Resp't Br. 12-15. However, in cases brought by the government, such borrowing principles do not apply. *See, e.g., Alden Mgmt. Servs., Inc. v. Chao*, 532 F.3d 578, 581-82 (7th Cir. 2008) (noting that "nothing in the [INA] establishes a period of limitations for the Secretary's proceeding" and stating that "a borrowing approach . . . does not apply to administrative proceedings initiated by the national government"); *Dole v. Local 427*, 894 F.2d 607, 614-15 (3d Cir. 1990) (rejecting

[12] Respondent claims that the H-2A program has a two-year statute of limitations. Resp't Br. 14. However, the two-year limitations period in the INA only applies to H-2A debarment actions; otherwise the INA sets no limitations period for H-2A enforcement actions. 8 U.S.C. 1188(b); *see also, e.g.*, *Three D Farms, LLC*, slip op. at 25-26, ALJ Case No. 2016-TAE-003 (OALJ Aug. 18, 2016); *Three Chimneys Farm, LLC*, slip op. at 6 n.10, ALJ Case No. 2013-TAE-011 (OALJ Feb. 2, 2015).

argument that an analogous federal statute of limitations should apply to Secretary of Labor's suit brought under the Labor Management Reporting and Disclosures Act); *Marshall v. Intermountain Elec. Co.*, 614 F.2d 260, 263 (10th Cir. 1980) (refusing to apply state statute of limitations to Secretary of Labor's action under the Occupational Safety and Health Act).

Indeed, the borrowing principles relied upon by Respondent apply to private actions brought under a federal statute that does not itself specify a statute of limitations – not, as here, where the enforcement action is brought by the government itself. *See, e.g.*, *Lampf v. Gilbertson*, 501 U.S. 350, 356 (1991) (discussing borrowing principles in the context of a private action); *Bd. of Regents v. Tomanio*, 446 U.S. 478, 488 (1980) (same).

Applying any of the shorter limitations periods that Respondent seeks to the Administrator's enforcement would frustrate the purpose of the H-2B provisions of the INA. In particular, importing a short, two-year statute of limitations into a statutory scheme involving temporary foreign workers would interfere with the Administrator's ability to ensure that employers pay their H-2B workers properly, which is necessary to prevent adverse effects on the wages and working conditions of similarly employed U.S. workers. For this reason, as well as those above, the Board should reject all of Respondent's arguments that this action is time-barred.

II. THE ALJ CORRECTLY CONCLUDED THAT RESPONDENT VIOLATED THE INA AND THE H-2B REGULATIONS

A. Respondent Violated the Temporary Need Requirement in the H-2B Regulations by Employing H-2B Workers in Jobs Outside the Job Classification on Respondent's Application for Temporary Labor Certification

Butler Amusements was only certified to employ H-2B workers as Amusement and Recreation Attendants, but employed at least nine H-2B workers outside that classification. Because of this, the ALJ properly concluded that Respondent violated 20 C.F.R. 655.22(n), the requirement that an H-2B employer must accurately represent, among other things, the "reason" for its need for temporary workers.

This requirement is a crucial part of the temporary labor certification process necessary to advance one of the central tenets of the H-2B program. The H-2B program permits employers to employ temporary nonimmigrant workers only "if unemployed persons capable of performing such service or labor cannot be found in this country." 8 U.S.C. 1101(a)(15)(H)(ii)(b). In order to ensure that this statutory requirement is met, DHS has directed the Department to advise it "that qualified workers in the United States are not available and that the [H-2B worker's] employment will not adversely affect the wages and working conditions of similarly employed United States workers." 8 C.F.R. 214.2(h)(6)(iv)(A). The Department accomplishes this through the temporary labor certification process, in

which the Department necessarily relies on the H-2B employer's attestations "to ensure adherence to program requirements." 2008 Rule, 73 Fed. Reg. at 78023.

One of those attestations is the reason for the employer's temporary need to hire H-2B workers. 20 C.F.R. 655.22(n). If, during the certification process, the Department is not aware of the true nature of the reason for the employer's temporary need to hire H-2B workers – such as the job opportunity in which H-2B employers will ultimately employ their H-2B workers – the Department cannot accurately determine whether the H-2B workers' employment will adversely affect U.S. workers. Similarly, U.S. workers that are unaware of the true nature of a job opportunity (and its potentially higher pay) cannot accurately evaluate whether to apply for such jobs. Therefore, the requirement that H-2B employers accurately represent their temporary need is vital to supporting the INA's goal of protecting U.S. workers.

The Board has previously held that a failure to accurately represent the terms and conditions of a job opportunity is a violation of the H-2B regulations, precisely because it prevents the Department from being able to fully determine the impact on U.S. workers of the potential employment of a foreign workers in that position. In *5 Star Forestry*, the Board upheld the Administrator's assessment of four separate civil money penalties for an H-2B employer's failure to identify or advertise four different locations at which the employer ultimately placed H-2B

workers. *5 Star Forestry*, ARB Case No. 13-056, slip op. at 2. The employer argued that this constituted only a single violation, but the Board disagreed. The Board stated the employer "failed to undertake any of these [required] recruitment measures at each of the four locations where it placed its H-2B workers. Consequently, no assessment of the impact of H-2B employment on U.S. workers was conducted at any location." *Id.* at 6. The Board held that these failures constituted "four substantive deviations" from the requirements of the H-2B regulations. *Id.*[13]

In *5 Star Forestry*, the H-2B employer placed H-2B workers outside the intended area of employment, which rendered the Department entirely unable to assess whether U.S. workers were available to fill the applicable positions in each location, or whether the employment of those H-2B workers would affect the wages and working conditions of similarly employed workers in those areas. Similarly, Butler Amusements placed H-2B workers in job classifications other than the one it attested it had a need for and advertised to U.S. workers. Butler's failure to comply had the same effect as the employer's violations in *5 Star*

[13] The Board noted that neither the INA nor the H-2B regulations explicitly address whether separate penalties could be assessed for each location that was not disclosed, but held that WHD's policy of making such assessments "advances the INA's goals to protect both domestic and foreign workers by assuring proper enforcement of the INA's H-2B provisions." *5 Star Forestry*, ARB Case No. 13-056, slip op. at 6-7.

Forestry in that it prevented the Department from being able to accurately determine whether Butler's employment of H-2B workers would adversely impact U.S. workers. Therefore, the Board should apply the same analysis in this case and conclude that Butler violated the temporary need requirement in the H-2B regulations by employing H-2B workers in jobs not included in its approved TEC.

Butler argues that the H-2B regulations do not prohibit employing H-2B workers outside the job classification listed on the TEC for which Butler was certified. Resp't Br. 24-27. Respondent's contention is belied by the regulatory language. Section 655.22(n) requires employers to "accurately" state their "reason for temporary need." An employer that places H-2B workers in job classifications that it did not include on its Application for Temporary Labor Certification – exactly as Respondent did – has failed to accurately state the reason that it needs H-2B workers.[14] As discussed above, an employer's adherence to this regulation serves to protect U.S. workers from being adversely impacted by the employment of the H-2B workers. And the regulations further provide that, once the Department certifies the TEC, the certification "is valid only for," among other

[14] *See Adm'r v. JML Landscape Mgmt.*, ALJ Case No. 2017-TNE-008, slip op. at 10-13 (OALJ Oct. 22, 2018) (granting summary decision against H-2B employer for a violation of the temporary need requirement in 20 C.F.R. 655.22(n) in which "H-2B workers performed work outside of the work for which they were certified").

things, "the specific services or labor to be performed . . . specified on" the TEC. 20 C.F.R. 655.34(b). This regulation makes clear that the obligation to employ the H-2B workers in the job classification on the TEC continues throughout the entire period for which the certification applies.

B. The ALJ Properly Concluded that Respondent's Violation of the Temporary Need Requirement Was a Substantial Failure to Comply

The ALJ properly determined that Butler's violation of the temporary need requirement was a substantial failure to comply with the H-2B regulations and requirements. D&O 19; *see also* 8 U.S.C. 1184(c)(14)(A) (employer violates the H-2B provisions of the INA if it substantially fails to meet the conditions of the petition).[15] A substantial failure is defined as a willful failure – that is, a knowing failure or reckless disregard with respect to whether the conduct is contrary to the H-2B program requirements – that constitutes a significant deviation from the terms and conditions certified on the TEC or H-2B petition. 8 U.S.C. 1184(c)(14)(D); 20 C.F.R. 655.65(d), (e). Respondent recklessly disregarded the H-2B program's requirements, and its violation constituted a significant deviation from the terms and conditions that it certified, under penalty of perjury, that it would offer to its H-2B workers.

[15] As explained above, there is no requirement that the Administrator must cite a willful misrepresentation for this violation. *See supra* at 27-28.

1. *Respondent recklessly disregarded whether its conduct was contrary to the H-2B program requirements.*

The ALJ correctly concluded that Respondent acted with reckless disregard with respect to whether its actions were in compliance with H-2B program requirements or not. D&O 19-22. Respondent argues that it did not act with reckless disregard because it did not have proper notice or knowledge of its obligations under the H-2B program. Resp't Br. 24-29. Respondent contends that 20 C.F.R. 655.22(n) "says nothing at all about the impropriety of compensating workers at the approved job rate if they were not performing the job duties for the approved job code." Resp't Br. 24. Similarly, Respondent claims that it is not liable because it did not know of the requirement to employ H-2B workers in only the job classifications for which it was certified to employ such workers. *Id.* at 28-29. There is no merit to Respondent's contention.

The ALJ properly rejected that argument and found that Respondent ignored both regulatory guidance and the instructions on the relevant forms that provided information to H-2B employers such as Respondent concerning their obligations under the program. D&O 19-21. In addition to the requirement in 20 C.F.R. 655.22(n) that an H-2B employer "accurately" represent the "reason" for its need for temporary workers, the ALJ correctly noted that the H-2B regulations require employers to advertise the job opportunity, which specifically includes identifying the job duties and requirements, to U.S. workers. D&O 20; 20 C.F.R. 655.17. The

ALJ likewise noted that the H-2B regulations clearly state that a temporary labor certification "is valid only for . . . the specific services or labor to be performed [that] the employer specified on the certified Application . . . ." D&O 20; 20 C.F.R. 655.34(b). The ALJ also determined that the instructions on the 9141 and the 9142 "informed Respondent[] of [its] obligations" but found that Respondent "seemingly ignored" those instructions. D&O 21.[16]

While Respondent may have failed to educate itself regarding its H-2B obligations, it certainly had notice of those obligations, as the ALJ properly found, and recklessly disregarded them. Respondent's CEO Brajevich admitted that he signed the TEC Application on behalf of Butler Amusements, but that he had not read – or even looked at – the H-2B regulations prior to this case. Tr. 275:12-19; 347:12-348:4. An employer's failure to read the terms of the forms submitted on its behalf to the Department or to become educated concerning program requirements prior to signing or submitting an application is conduct that exhibits "a 'reckless disregard' for which penalties and disqualification are warranted."

[16] Respondent appears to argue that because the Department's H-2B regulations did not incorporate every instruction for filling out every necessary form, Resp't Br. 26, an H-2B employer cannot be held responsible for not following those instructions. This is absurd on its face. Respondent's violation consisted of substantially failing to comply with the H-2B regulation's temporary need requirement, not the instructions on the forms. The instructions are relevant because they demonstrated that Respondent had notice of the relevant H-2B requirements.

Adm'r v. Home Mortg. Co. of Am., ALJ Case No. 2004-LCA-040, slip op. at 15 (OALJ Mar. 6, 2006) (employer's failure to investigate H-1B program responsibilities constitutes reckless disregard); *see also Adm'r v. Prism Enters. of Cent. Fla.*, ALJ Case No. 2001-LCA-008, slip op. at 13 (OALJ June 22, 2001) (H-1B employer's failure to "consult anyone as to the H-1B wage requirements" or to do research "constitutes reckless disregard of the program requirements"); *see also* 20 C.F.R. 655.65(e).

Respondent also argues that it did not act with reckless disregard because it acted upon the advice of an experienced consultant in the carnival industry when filling out the 9142. Resp't Br. 32-33. The ALJ properly dismissed these arguments as "a nonstarter." D&O 21. First, the preamble to the 2008 Rule is clear that even if an agent represents an employer during the H-2B certification process, "[t]he employer is ultimately responsible for its obligations under the program," noting that it is the employer "who signs the application form, and attests to the veracity of the information provided and that it will meet all obligations." 2008 Rule, 73 Fed. Reg. at 78,035-36. Brajevich signed the TEC Application on behalf of Butler and attested that it would comply with its obligations under penalty of perjury. D&O 5, 21-22. Furthermore, Brajevich testified that he relied on Judkins to fill out the paperwork. Tr. 274:16-18. Therefore, Judkins, who had experience with and knowledge of the H-2B program and its requirements, was acting with

actual authority, binding Butler Amusements to the legal consequences of his actions. *See* Restatement (Third) of Agency § 2.01 (2006) ("An agent acts with actual authority when, at the time of taking action that has legal consequences for the principal, the agent reasonably believes, in accordance with the principal's manifestations to the agent, that the principal wishes the agent so to act.").

Brajevich admitted that Respondent used H-2B workers in the manner it did in order to be efficient: "when we need 25 guys, we just get 25 guys and we put them wherever they are that makes the carnival business the most efficient that we can to operate." Tr. 303:25-304:3. The protections of the H-2B program cannot be ignored simply to make a carnival more "efficient." Rather than submitting separate TEC Applications for the different job categories it needed, as it should have done, the ALJ found that Respondent "exerted minimal effort to comply" with the statute and regulations and therefore properly concluded that this "demonstrated more than mere negligence, but a reckless disregard for whether its actions violated the statute and regulations." D&O 21.

2. *Respondent's reckless disregard constituted a significant deviation from the terms and conditions of its TEC.*

The ALJ properly concluded that Respondent's reckless disregard of the H-2B program requirements by employing H-2B workers in jobs other than the Amusement and Recreation Attendant job classification for which it received certification "was a significant deviation from the conditions of the labor

certification." D&O 22. Butler employed at least nine H-2B workers outside the Amusement and Recreation Attendant occupation. Those nine H-2B workers did not perform the duties that Respondent listed on the 9141 or the TEC to describe the job opportunity for which it sought H-2B workers. None of those workers operated any of the amusement equipment, games, or concessions to "attend" to customers. Instead, the Respondent's own records and interviews with Respondent's employees demonstrated that these workers were employed as drivers, maintenance shop workers, and supervisors. After carefully reviewing the evidence presented at trial, the ALJ found that the five drivers spent their time "almost exclusively" transporting rides on semi-trucks; that the two shop workers "labored solely in the maintenance shop;" and that the employer's records and employee statements corroborated that the two supervisors supervised other employees. D&O 23.

Employing these H-2B workers in job positions not certified on the TEC constituted a significant deviation from the terms and conditions that Butler itself listed on its TEC. Butler never advertised to U.S. workers any jobs other than Amusement and Recreation Attendant or jobs with duties other than those listed on the TEC. Butler never indicated on the TEC that it would employ individuals to perform job duties beyond those listed on the TEC, even though separate SOC codes are available for drivers, maintenance shop workers, and first-line

supervisors. D&O 24. The ALJ specifically emphasized that the 9141 and 9142 require employers to describe the job opportunity in detail, including equipment to be used, special skills or licenses that are required for the job, and whether the H-2B workers would supervise others, but that Respondent failed to include information on the TEC about the job duties that the nine H-2B workers actually performed, such as the need for a commercial driver's license, driving a semi-truck, working in a repair shop, or supervising other employees. *Id.* at 21-22. The job classifications of drivers, maintenance shop workers, and supervisors all require payment of a higher prevailing wage than Amusement and Recreation Attendants. Respondent's practice of employing H-2B workers in these job classifications, not the Amusement and Recreation Attendant classification for which it was certified, was a significant deviation.

To dispute that it significantly deviated from the terms and conditions on the TEC, Respondent claims that the job duties performed by the nine H-2B workers were all listed, in one way or another, under the Amusement and Recreation Attendants classification on O*NET, and thus these workers were not working outside their job classification. Resp't Br. 31. But as the ALJ properly determined, the nine H-2B workers did not perform any of the job duties that Respondent listed on the TEC. D&O 22-23. Likewise, none of these workers performed the core duties listed on O*NET for Amusement and Recreation Attendants. *Id.* at 23.

While they may have engaged in limited supplemental duties that are listed on O*NET for this classification, such as inspecting equipment and making minor repairs, the ALJ found that they did so only "rarely." *Id.* This was not, and still is not, sufficient to refute the ALJ's finding that Respondent's violation constituted a significant deviation from the terms and conditions of the TEC.

The purpose of the Department's temporary labor certification process is to determine that there are no qualified U.S. workers available for the positions and that employment of the H-2B workers will not adversely affect the wages and working conditions of U.S. workers. When employers place H-2B workers in job classifications outside the one listed on the TEC, the Department's certification becomes meaningless. As the ALJ aptly recognized, "to allow employers to select a job code, receive a prevailing wage determination, advertise the job to U.S. workers, hire H-2B workers after certifying that no U.S. workers wanted the position, and then employ H-2B workers to perform a different job entirely, undermines the purpose of the INA to protect U.S. workers." D&O 23.

III. THE ALJ PROPERLY DETERMINED THAT RESPONDENT OWED BACK WAGES AND THE AMOUNT OF BACK WAGES OWED

A. The ALJ Correctly Determined that the Administrator Can Assess Back Wages for Violations of the Temporary Need Requirement

The ALJ properly concluded that the Administrator may assess back wages when employers place H-2B workers in job classifications not certified on the

employer's TEC. D&O 24; Summ. Decision Order 12-13. Respondent argues that back wages are not available as a remedy under the 2008 Rule for this violation. Resp't Br. 35. There is no merit to this argument because it stems from a misunderstanding of 20 C.F.R. 655.65(i). The Administrator has broad authority to impose appropriate remedies. The relevant provision states:

> If the WHD Administrator finds a violation of the provisions specified in this subpart, the Administrator may impose such other administrative remedies as the Administrator determines to be appropriate, including reinstatement of displaced U.S. workers, or other appropriate legal or equitable remedies. If the WHD Administrator finds that an employer has not paid wages at the wage level specified under the application and required by § 655.22(e), the Administrator may require the employer to provide for payment of such amounts of back pay as may be required to comply with the requirements of § 655.22(e).

20 C.F.R. 655.65(i). Contrary to Respondent's suggestion otherwise, the ALJ correctly interpreted this regulatory language to not limit back wages as a remedy solely for a violation of 20 C.F.R. 655.22(e). Summ. Decision Order 13. Here, the Administrator is seeking back wages for H-2B workers that represent the amount they should have been paid, had Respondent complied with the H-2B program requirements and submitted separate 9142s for maintenance shop workers, truck drivers, and supervisors. Thus, the ALJ properly concluded that the Administrator can require Respondent to pay back wages.

B. The Back Wages Assessed by the ALJ Are Appropriate

In order to review WHD's back wage calculations, the ALJ carefully reviewed Respondent's pay records. D&O 11-12. He found them to be "unreliable." *Id.* at 11. In particular, the ALJ emphasized that there were conflicting pay slips for the same employee and same pay period that could not be reconciled, meaning "one is accurate and the other is not, but we have no means of determining which is accurate." *Id.* The ALJ also considered missing and incomplete records provided by Respondent and Respondent's failure to produce the driver logs for those H-2B workers employed as drivers. *Id.* at 11-12. Based on his finding that Respondent's records were "unreliable," the ALJ concluded that it was reasonable for the Administrator to not credit the hours documented on Respondent's records but instead to use the hours that Respondent certified on the TEC that its H-2B workers would work. *Id.* at 12.

Respondent certified to the Department on the TEC that its H-2B workers would work 40 hours per week.[17] Using that figure, along with the itinerary provided by Respondent, the Administrator calculated the back wages due to the nine H-2B workers. D&O 24-25. WHD calculated the difference between what Respondent actually paid each of the nine workers and what each should have been paid for the correct job classification, based on the average wage for the locations

[17] Employees reported working slightly over 40 hours in a workweek. D&O 7.

on Respondent's itinerary. *Id.* at 24-25. The ALJ approved of the Administrator's method of calculating back wages with one small exception regarding locations that lowered the back wage calculation slightly, from $26,955.40 to $26,786.00. *Id.* at 25-26.

Respondent argues that the ALJ's decision to disregard its pay records "effectively imposed a de facto timekeeping obligation" on the employer. Resp't Br. 35. This is incorrect. The ALJ did not impose a timekeeping requirement on Respondent; it simply engaged in fact finding. The ALJ reviewed the records created by Respondent and provided to the Department; took into account incomplete, missing, and conflicting timesheets; and made a factual finding that those records were unreliable. The ALJ's factual finding did not rest on an inference or implicit requirement that H-2B employers must keep records of hours worked, but on his review of the records actually provided by Respondent. And ultimately, the hours the Administrator used in the back wage reconstruction were those provided by Respondent to the Department (i.e., on its TEC).

The Board has acknowledged the necessity and authority of WHD to reconstruct hours worked and payments to determine back wages when the employer's records are missing or unreliable. *See Adm'r v. Peter's Fine Greek Foods, Inc.*, ARB Case No. 14-003, slip op. at 6 (ARB Sept. 17, 2014); *cf. Adm'r v. Advanced Prof. Mktg.*, ARB Case No. 12-069, slip op. at 12. (ARB June 3,

2014) (upholding, in an H-1B case, reconstructed back wages as a result of missing and incorrect records). The reconstruction of the wages owed to the nine H-2B workers here was reasonable and based exclusively on information gathered by WHD during the investigation, provided by Respondent, or certified by Respondent to the Department. Therefore, the Board should uphold the ALJ's back wage calculation.

C. The ALJ Properly Rejected Respondent's Arguments for Offsets

Respondent claims that it is entitled to significant credits that would offset its back wage liability. Resp't Br. 38-45. The ALJ properly found that Respondent was entitled to no credits because the evidence that Respondent submitted in support of these credits deserved "no weight." D&O 27. Respondent submitted a purported "joint statement" signed by employees in 2019 who worked for Respondent in 2013. *Id.* at 26. The statement claimed that these workers had received "valuable benefits" such as housing, transportation, food, relocation, visa processing fees, "and so on." *Id.* The ALJ noted inconsistencies between the statement and employee statements made in 2013, which indicated that no employees were charged for housing, and that employees themselves pooled their money to pay for food. *Id.* at 27.

Additionally, Respondent provided no evidence to demonstrate that the 2019 statement was not coerced. "[A]n employer is prohibited from obtaining, under

coercive circumstances, employee declarations, particularly declarations that are relevant to and go to the heart of a pending claim that the employer failed to fully compensate employees." *Acosta v. Austin Elec. Servs.*, 322 F. Supp. 3d 951, 958 (D. Ariz. 2018); *see also Acosta v. Sw. Fuel Mgmt.*, No. 16-cv-4547, 2018 WL 2207997, at *2 (C.D. Cal. Feb. 20, 2018) (gathering declarations from employees during the course of litigation over wages is inherently coercive). For that reason alone, the ALJ was correct to give the statement no weight.[18] Therefore, the ALJ properly determined that Butler is not eligible to take any offset for wages due.

IV. THE ALJ'S CIVIL MONEY PENALTY ASSESSMENT WAS REASONABLE

The ALJ properly held that the Administrator's assessment of a $10,000 civil money penalties was appropriate. D&O 28-30. The ALJ independently reviewed the factors set forth in the H-2B regulations and concluded that "the discretionary factors favor imposing a high [civil money penalty]." *Id.* at 30. Although the Board can review an ALJ's assessment of civil money penalties de novo, in the past the Board has accepted the ALJ's findings when it determines

[18] A further illustration that Respondent's argument is baseless is the fact that, as the ALJ noted, WHD determined that two of the nine H-2B workers did not live in the housing that Respondent provided. Respondent is not entitled to a credit for housing that workers did not live in. D&O 27.

they are reasonable. *Peter's Fine Greek Foods*, ARB Case No. 14-003, slip op. at 2.

The ALJ carefully considered all of the regulatory factors[19] and reasonably concluded that all but two weighed against Respondents. D&O 28-30. First, the ALJ noted that although Respondent did not have a history of violations, the Administrator presented evidence that Butler had committed other violations that the Administrator did not charge because WHD conducted a limited investigation. These included substantial failures to accurately represent the dates of need on the TEC, as documented by the arrival and departure dates of the H-2B workers. D&O 28-29.[20] The ALJ found that this demonstrated a "broader lack of adherence to H-2B rules" and concluded that the first factor weighed against Respondent. *Id.*

Second, the ALJ recognized that although WHD's determination limited recovery to only nine H-2B workers, this was due to the investigation being limited to only one crew at one location. D&O 29; Tr. 74:15-75:1; 97:21-98:8; 271:5-17

[19] The factors set forth in the H-2B regulations include: 1) the previous history of H-2B violations by the employer; 2) the number of workers affected by the violation; 3) the gravity of the violation; 4) the good faith efforts by the employer to comply; 5) the employer's explanation of the violation; 6) the employer's commitment to future compliance; and 7) the extent to which the employer achieved a financial gain as a result of the violation. 20 C.F.R. 655.65(g).

[20] The ALJ also noted that although only 187 H-2B workers (of 246 requested) crossed the border from Mexico to enter the country at the beginning of the period of need, Respondent transported nearly 400 workers back to Mexico at the end of the season. D&O 28-29.

(explaining WHD limited its investigation and that Butler splits its H-2B workers into multiple smaller units). The ALJ also noted that Respondent's own records listed at least other one additional H-2B employee as a "driver." D&O 29. Therefore, the ALJ found that the second factor, the number of workers affected, did "not mitigate" the civil money penalty assessment. *Id.*

The ALJ found that the third factor, the gravity of the violation, weighed in favor of the assessment of a large civil money penalty. As a result of Respondent's violations, "H-2B workers lost wages and U.S. workers were denied an opportunity to apply to positions as supervisors, shop workers, or drivers" at a higher wage than was advertised for Amusement and Recreation Attendants and therefore this violation "undermined the objectives of the INA." D&O 29.
The ALJ also found that the fourth and fifth factors, good faith efforts to comply and the employer's explanation of the violation, weighed against Respondent because Respondent "put minimal effort into compliance" with the H-2B regulations, and "its delegation of work to a consultant is insufficient to show a good faith effort." D&O 29; *see also supra* at 39-40. The ALJ found the employer's explanation of its violations to be "wanting" and stated that Respondent seems "to believe [it] should be able to agree to comply with a scheme, receive the benefit of that scheme, fail to comply with it, and then blame someone else for [its] noncompliance." D&O 29.

With regard to the sixth factor, commitment to future compliance, the ALJ noted that Respondent refused to state whether it would comply in the future because it refused to admit to being out of compliance, and therefore the ALJ found that the factor weighed neither for nor against Respondent. D&O 29. And finally, the ALJ concluded that the seventh factor weighed against Respondent because Respondent financially gained from its violations by failing to properly compensate H-2B workers at the rates it would have been required to, had it properly requested certification for all job classifications that it needed. *Id.*

Therefore, finding that the majority of the factors counseled in favor of the assessment of a high civil money penalty, the ALJ agreed with the Administrator's assessment of $10,000 in penalties. *See Peter's Fine Greek Foods*, ARB Case No. 14-003, slip op. at 5-7 (upholding Administrator's assessment of $10,000 penalty where five factors weighed against employer). The ALJ's assessment of the factors was thorough and reasoned, and the ARB should affirm.

CONCLUSION

For the foregoing reasons, the Administrator respectfully requests that the Board affirm the decision of the ALJ, including the ALJ's award of back wages and civil money penalties for Respondent's violation of the requirement that H-2B employers accurately represent their temporary need.

Respectfully submitted,

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CERTIFICATE OF COMPLIANCE AND SERVICE

This document complies with the word limit of FRAP 32(a)(7)(B)(i) because, excluding the parts of the document exempted by FRAP 32(f), this document contains 12,285 words.

I certify that I electronically filed the foregoing Administrator's Response Brief with the Administrative Review Board by using the Department's eFile/eServe system on March 3, 2021. I also certify that a copy was sent electronically to:

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THE ADMINISTRATIVE REVIEW BOARD
U.S. DEPARTMENT OF LABOR
WASHINGTON, DC

In the Matter of:	*	
ADMINISTRATOR, WAGE & HOUR DIVISION,	*	
Prosecuting Party,	*	ARB Case No. 2021-0007
v.	*	ALJ Case No. 2018-TNE-00019
BUTLER AMUSEMENTS, INC., and MICHAEL BRAJEVICH, an individual	*	
Employer-Respondent.	*	

* * * * * * * * * * * * * *

Appeal from the Office of Administrative Law Judges
(Hon. Richard M. Clark, Administrative Law Judge)

REPLY BRIEF OF EMPLOYER-RESPONDENT

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March 24, 2021

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GLOSSARY OF ABBREVIATIONS, ACRONYMS, TERMS, AND VISAS

2008 DHS Rule	– 73 Fed. Reg. 78104 (Dec. 19, 2008), codified as 8 C.F.R. §214.2(h)(6)
2008 DOL Rule	– 73 Fed. Reg. 78020 (Dec. 19, 2008), *codified as* 20 C.F.R. §655, Subpart A (2009)
2012 DOL Rule	– 77 Fed. Reg. 10038 (Feb. 21, 2012)
2013 IFR	– 78 Fed. Reg. 24047 (Apr. 24, 2013)
2015 DHS-DOL Rule	– 80 Fed. Reg. 24042 (Apr. 29, 2015) and *id*. at 24146
2015 Enforcement Rule	– WHD's H-2B enforcement regulations 80 Fed. Reg. 24084, 24131 (Apr. 29, 2015), *codified as* 29 C.F.R. §503
2015 Final Wage Rule	– ETA's H-2B administrative regulations governing the wage methodology 80 Fed. Reg. 24146 (Apr. 29, 2015), *codified as* 20 C.F.R. §655.10
2015 IFR	– 80 Fed. Reg. 24042 (Apr. 29, 2015) (AR 000001-104), consisting of ETA's H-2B program administration regulations known as the "2015 Program Rules," as well as WHD's separate H-2B enforcement regulations known as the "2015 Enforcement Rules"
2015 Program Rules	– ETA's H-2B program administration regulations 80 Fed. Reg. 24050, 24108 (Apr. 29, 2015), *codified as* Subpart A of DOL's 20 C.F.R. §655
Ad. Exh.	– Administrator's Exhibit
APA	– Administrative Procedure Act of 1946
CMP	– Civil money penalty
D&O	– Decision and Border
DHS	– Department of Homeland Security

DOL	– Department of Labor
Er.Add.	– Employers' Addendum
ETA	– Employment and Training Administration
FLSA	– Fair Labor Standards Act, 29 U.S.C. §§ 201-219
H-2B clause	– 8 U.S.C. §1101(a)(15)(H)(ii)(b)
IFR	– Interim Final Rule
INA	– Immigration and Nationality Act of 1952
INS	– Immigration and Naturalization Service
J.A.	– Joint Appendix
R. Exh.	– Respondent's Exhibit
SWA	– State workforce agency
USCIS	– United States Citizenship and Immigration Service
WHD	– Wage and Hour Division

ARGUMENT

I. THIS ACTION IS TIME-BARRED BY THE STATUTE OF LIMITATIONS

A. The Case Should Be Dismissed in Its Entirety Based upon the Statute of Limitations Governing Penalties

The Administrator has largely conceded that this case is governed by the 5-year statute of limitations contained in 28 U.S.C. § 2462. WHD Br. 20-26. Employer-Respondent now responds to the omissions in the Administrator's argument.

1. Any Violation Accrued When Employer-Respondent Submitted Its Application. Employer-Respondent contended that it was, at most, subject to a citation for willful misrepresentation on November 7, 2012, when it applied for a labor certification. E'r-Resp. Br. at 2, 7 n. 1, 24-25. In response, the Administrator appears to concede that he loses in the event that the statute of limitations accrued by virtue of a willful misrepresentation. *See* WHD Br. at 20, 27. The Administrator's only substantive response is that the Administrator had the discretion to pursue a citation based upon either willful misrepresentation or substantial failure. *Id*. This argument fails.

To begin, the Administrator has continued to ignore the fact that a citation for violating 20 C.F.R. § 655.22 (n) (2009) can *only be pursued as a willful misrepresentation*, so the Administrator did not have the discretion to

issue a citation for substantial failure. This is the only interpretation of § 655.22 (n), which can be violated only if specified information is not "truly and accurately stated *on the application*." (Emphasis added). Necessarily, the only relevant moment in time occurred on November 7, 2012, when the application was submitted. Whether the Employer-Respondent arguably failed substantially to comply with this particular language months later has no evidentiary bearing on whether the Employer-Respondent misrepresented the contents "on the application." *See* 8 U.S.C. § 1184 (c) (14) (D) (a "substantial failure" occurs when there is a "willful failure to comply with the requirements of [§ 1184] that constitutes a significant deviation from the terms and conditions of a petition."). The Administrator already conceded this point, and it was reinforced by DOL's backfilling in subsequent regulatory amendments, *see* E'r-Resp. Br. at 24-25, and the Administrator has not disputed these points.

Even more telling, the Administrator chose to ignore the compelling text in § 2462, under which a proceeding must be brought within 5 years "from the date when the claim *first accrued* …." 28 U.S.C. § 2462 (emphasis added). It is widely recognized that the proper application of the statute of limitations necessitates considering the elements of each claim. *E.g.*, *DLS Precision Fab LLC v. U.S. Immigration & Customs Enforcement*, 867 F.3d 1079, 1085 (9th Cir.

2017) ("The date of accrual depends on the type of claim asserted."); *Clinic v. Hamann*, 808 N.W.2d 828, 836 (Minn. 2011) (must consider nature of conduct to determine accrual); *Hamer v. City of Trinidad*, 924 F.3d 1093, 1096-97 (10th Cir. 2019) (how a violation occurs affects the statute of limitations).

The misrepresentation-of-need clause required the Administrator to show that the reasons for temporary need and the number of positions requested in the application were inaccurate. 20 C.F.R. § 655.22 (n) ("The dates of temporary need, reason for temporary need, and number of positions being requested for labor certification have been truly and accurately stated on the application."). *Accord* R. Exh. 8, at 12 (attestation #13). The Administrator has conceded the elements of this claim. E'r-Resp. Br. at 24-25.

Modern case law has now established beyond dispute when a claim such as this one "first accrues." This Board's decision in *Graham & Rollins* established that, for more than a century, claims have accrued "'at the moment a violation occurs.'" *Administrator v. Graham & Rollins, Inc.*, No. 2019-0009, at *2 (ARB Nov. 16, 2020), *aff'g* No. 2018-TNE-00022, at *11 (OALJ June 26, 2018) (*quoting 3M Co. v. Browner*, 17 F.3d 1453, 1461-62 (D.C. Cir. 1994)). This reflects the most recent Supreme Court rulings and their progeny. "A claim accrues 'when the plaintiff has a complete and present cause of action.'" *Gabelli v. Securities & Exch. Comm'n*, 568 U.S. 442, 448 (2013) (*quoting Wallace v. Kato*,

549 U.S. 384, 388 (2007)). A claim accrues as soon as the plaintiff can sue and obtain some relief. *Sierra Club v. Oklahoma Gas & Elec. Co.*, 816 F.3d 666, 673 (10th Cir. 2016).

Thus, the accrual issue is easily resolved. The Administrator has frankly admitted that the violation occurred when the application was submitted. *See* Resp.-E'r Br. at 24-25.

2. The Accrual of the Claim Was Not Delayed by a Continuing or Repeated Violation. To be sure, the Administrator's concession is sufficient to determine accrual of the claim as a matter of law. Nevertheless, Employer-Respondent does not rest there. There are certain analogous cases that point the way. First, because of the *scienter* requirement, the discrimination cases are illustrative.[1] *Ledbetter v. Goodyear Tire & Rubber Co.*, 550 U.S. 618, 624-25 (2007) (when the only acts of discrimination preceded the statute of limitations, the fact that the discrimination had an adverse impact on

[1] The Administrator attempts to distinguish this line of cases on the basis that recklessness does not require specific intent. WHD Br. at 26 n. 11. This argument misstates the relevant standard. A violation is not based on a finding of objective recklessness, but on the subjective state of mind of recklessly disregarding whether the employer's conduct was prohibited by the statute. E'r-Resp. Br. at 21-23. This is the very point of creating a "penalty" that imposes punishment for either willfulness or reckless disregard. *See* the discussion of "penalty" in § I.A.3 *infra*. And even if the subjective reckless-disregard standard could be contorted into objective recklessness (*i.e.*, gross negligence), it would change nothing because the willfulness prong would still determine the date of "first accrual."

subsequent paychecks did not give rise to new violations with each paycheck). The impact on subsequent paychecks is handled differently than FLSA claims because FLSA claims do "not require proof of specific intent to discriminate." *Id*. at 641. *See also Lewis v. Chicago*, 130 S. Ct. 2191, 2199-200 (2010) (distinguishing between Title VII disparate-treatment and disparate-impact claims for the same reason). Another useful analogy is breach of contract cases. *See, e.g., Clinic v. Hamann*, 808 N.W.2d 828, 836 (Minn. 2011) (breach of contract when employer revoked a policy was a single violation even though it had continuing consequences on subsequent paychecks) (extensive discussion of accrual case law). These breach of contract cases are relevant because the Administrator is attempting to enforce the misrepresentation of need in the 9142 application as if it was contractual. Finally, construction cases under the Clean Air Act are also relevant. *See, e.g., Sierra Club v. Oklahoma Gas & Elec. Co*., 816 F.3d 666, 671-74 (10th Cir. 2016) (under § 2462, construction of facility was a single, ongoing project or act, not a disjointed series of discrete acts). These construction cases are relevant because, once the owner begins construction, the violation has accrued and each day of further construction does not represent a new violation.

This case law lends itself to a fairly simple analogy. Consider a carpenter who breaches of contract and fails to repair a house roof. This is a

single violation, even though there is new harm every time it rains. Nevertheless, there is no new violation every time it rains. The homeowner could sue even without it raining (and might even be obligated to do so under a duty to mitigate), but that does not mean that the rain is necessary to perfect the claim. Similarly, the alleged misrepresentation of need first accrued on November 7, 2012, when the application was submitted, at which point the Administrator could have brought an enforcement action, and once the Employer-Respondent misrepresented its need, the violation had occurred and there was no reason to wait for the next payday. See 20 C.F.R. § 655.65 (f) (2009) (the 2008 Rule attaches when the 9142 application is certified or the employment begins, *whichever is earlier*).

Despite the modern case law as to when a cause of action accrues, the Administrator's telling concessions, and relevant analogous case law, the Administrator implies but never overtly argues for a "continuing violation" running continuously before as well as after February 6, 2013. Such an argument has no merit. A continuing violation, such as a hostile work environment, is based on the cumulative effect of individual acts into a single unlawful act. *National Railroad Passenger Corp. v. Morgan*, 536 U.S. 101, 117 (2002). There is no such element to the Administrator's claim.

Alternatively, the Administrator argues that there were repeated violations or separate accruals, each of which started a new statute of limitations. WHD Br. 25-26.[2] This argument also lacks merit. The "repeated violations" doctrine is frequently raised under other statutes, but it has no application under § 2462. The penalty statute has unique text immediately rendering those other statutes inapplicable. Under the penalty statute, a claim accrues "from the date when the claim *first* accrued." *See Sierra Club*, 816 F.3d at 671 (under § 2462, any later violation is best viewed as a continuing rather than repeated violation). The repeated violation doctrine fails to address when the claim first accrued, regardless of whether it reaccrues, and that it accrues only once or else "first accrues" has no meaning. *Id*. at 671, 673. Moreover, those other statutes, such as the Fair Labor Standards Act, do not have a *scienter* requirement, which precludes each subsequent paycheck from triggering its own violation merely because the amount is deficient. *See, e.g.*, *Figueroa v. District of Columbia Metropolitan Police Dep't*, 633 F.3d 1129, 1134-35 (D.C. Cir. 2011) (FLSA is a strict liability offense that only requires a showing that work was performed and the pay was improper). Next, the repeated

[2] If the Administrator is correct that each violation started a new statute of limitations, then any violations (and the resulting back wages and CMP's) before February 6, 2013, would be barred and the case would still need to be remanded. *See, e.g.*, *Sierra Club v. Oklahoma Gas & Elec. Co.*, 816 F.3d 666, 671-73 (10th Cir. 2016).

violation doctrine fails to account for modern accrual case law. *Securities & Exch. Comm'n v. Cohen*, 332 F. Supp. 3d 575, 588 n. 6 (E.D.N.Y. 2018) (subsequent misconduct does not change the date on which a complete and present cause of action existed). Finally, the determination letter framed the sole count as a single violation and did not seek separate or repeated redress. The series of separate paychecks were collectively and adversely affected by one unlawful act of knowing or reckless disregard, *see Sierra Club*, 816 F.3d at 672, just as the citation reads. And all of the paychecks were tied together as an ongoing project by virtue of Employer-Respondent's prepayment plan.[3] *See* E'r-Resp. Br. at 44-45.

3. Back Wages Are a "Penalty." The Administrator appears to have conceded that the ALJ correctly determined that back wages are, indeed, a

[3] DOL has long recognized that employers may prepay for work to be performed later in the season, then recoup that credit later, and that this allows employees the benefit of a fairly stable wage rate even as weekly hours fluctuate. *E.g.*, Wage and Hour Division, *Constant Wage Plan*, Inspection Field Letter No. 26, at *1 (June 25, 1940); Wage and Hour Division, *Maximum Hours and Overtime Compensation*, Interpretative Bull. No. 4, at *14 (July, 1940); Wage and Hour Division, *Maximum Hours and Overtime Compensation*, Interpretative Bull. No. 4, at *14 (Nov., 1940); *Wage-And-Hour Opinion Letter* (May 21, 1971); *Wage-And-Hour Opinion Letter No. FLSA 2005-3*, at ¶ 4 (Jan. 7, 2005) < http://www.dol.gov/whd/opinion/FLSA/2005/2005_01_07_3_FLSA_PrepaymentPlan.pdf >; U.S. Department of Labor, Wage & Hour Division, *Field Operations Handbook* ¶ 32j16c (2016) < http://www.dol.gov/whd/FOH/FOH_Ch32.pdf >.

"penalty" under § 2462. WHD Br. at 24 n. 10. This section addresses any ambiguity in the Administrator's concession.

A unanimous Supreme Court recently established a two-part test for identifying when a remedy is a "penalty." *Kokesh v. Securities & Exch. Comm'n*, 137 S. Ct. 1635 (2017). In *Kokesh*, the SEC sought disgorgement from the wrongdoer to deprive him of the profit from violating the law. *Id*. at 1640. The Supreme Court held that a "sanction" is a "penalty" under § 2462 when (1) the wrong is to the public, not an individual, and (2) the remedy is sought for the purpose of punishment and deterrence of others, not compensation. *Id*. at 1642. The Supreme Court starkly indicated that the remedy is compensatory, not a penalty, if the liability is imposed "solely" to redress a private injury and paid "entirely" to a private plaintiff. *Id*. at 1643. Labeling a defendant as a wrongdoer showed the remedy was punitive. *Id*. The Supreme Court had no problem determining that the disgorgement was a penalty: It was pursued as a violation of public law against the United States, not an individual; It was done for the purpose of punishment and deterrence; and it was not compensatory because some of the funds went to the victims and some went to the U.S. Treasury, and there was no mandate to pay the victims. *Id*. at 1643-44.

Graham & Rollins reached the same conclusion. In that case, the Administrator sought "back wages" as reimbursement for outbound travel costs. *Graham & Rollins*, at *1 & 8 (June 26, 2018). After determining that the Administrator had incorrectly labeled the remedy as "back wages" instead of "other remedies," *id*. at *8, the ALJ had no problem determining that the remedy was a "penalty." The H-2B attestations to the Government showed that it was a "public wrong." *Id*. at *10. Nor was the remedy "purely" compensatory because the varying amount of the remedy bore no relation to the loss sustained. *Id*. at *9-11. *See also Graham & Rollins*, at *6 (Oct. 25, 2018) (Administrator failed to show that a "set amount" was owed).

The evidence is overwhelming that the back wages claimed in this case are not "solely" or "purely" compensatory. First, DOL long ago determined that the immigration statute authorized "sanctions" *in globo*. 73 Fed. Reg. 29942, 29945 n. 4 (May 22, 2008); 73 Fed. Reg. at 78020, 78023 n. 4 (Dec. 19, 2008). Backpay was just one of various available "penalties." 73 Fed. Reg. at 29955 & 29970; 73 Fed. Reg. at 78022, 78023. DOL specifically noted that backpay is a "sanction" because it reduces the *incentive to bypass U.S. workers and prevents wage depression* – classic punitive objectives. *See* 73 Fed. Reg. at 78047. *See also* WHD Br. at 8 (endorsing the punitive rationale for back wages). DOL noted that willfulness was the "standard for the severity of wage violations,"

and favorably noted that backpay was a "penalty" under the H-1B program. *Id*. Backpay was just the beginning: DOL had the prerogative of referring violations to the Department of Justice, 73 Fed. Reg. at 78043, and the failure to pay "sanctions" could result in debarment, *id*. at 78061.[4]

Second, the punitive nature of backpay is further apparent when the statute and regulations are considered in context. To begin, violating a DOL regulation, including the obligation to pay backpay, is a *crime*; the INA criminalizes hiring an alien who DHS has not authorized to be so employed. 8 U.S.C. §1324a(h)(3). This has resulted in more than 70 criminal investigations for failing to comply with DOL's regulations. Office of Inspector General, *Recommendations for Enhancing Forms Used for H-2B Non-Agricultural Temporary Workers*, Rep. No. 50-19-001-03-321, at 2 (2019). Next, the *scienter* requirement

[4] Every supporting case that DOL's rulemaking relied upon similarly recognized that backpay serves a dual purpose of punishment and compensation. *Albemarle Paper Co. v. Moody*, 422 U.S. 405, 417-18, 421, 422 (1975) ("the reasonably certain prospect of a backpay award … provides the spur or catalyst which causes employers and unions to self-examine and to self-evaluate their employment practices ….") (a statutory purpose of backpay is eradicating discrimination) (backpay award based on a showing of bad faith is "a punishment for moral turpitude rather than a compensation for workers' injuries"); *id*. at 451 (Burger, C.J., concurring in part and dissenting in part) (backpay based on bad faith provides incentive to eliminate marginal practices); *Commonwealth v. Donovan*, 704 F.2d 288, 294 (6th Cir. 1983) (back wages are "sanctions"); *City of Philadelphia v. U.S. Dep't of Labor*, 723 F.2d 330 (3d Cir. 1983) (same); *United States v. Duquesne Light Co*., 423 F. Supp. 507, 509 (W.D. Pa. 1976) (backpay provides incentive not to discriminate).

of a knowing or reckless-disregard violation is necessarily a penalty. *United States v. Searcy*, 965 F.3d 287, 299 (4th Cir. 2020). Further, a finding of back wage liability is an escalator for future penalties, 29 C.F.R. § 655 .31 (d) (1) (i) & (d) (4), as well as a multiplier of civil monetary penalties, *id*. § 655.65 (g) (1 & 7). Moreover, DOL's regulations and agency practice are riddled with discretion, which, as was true in *Graham & Rollins*, at *9-11, is a hallmark of a penalty. *See Gonzalez v. Sessions*, 894 F.3d 131, 139 (4th Cir. 2018). DOL has the discretion to determine

- Whether to impose back wages. 73 Fed. Reg. at 78064 (if wages are not paid, DOL "may" require back wages to comply).

- How back wages are paid. *Id*. at 78065 (payment of back wages must follow WHD's procedures).

- To whom back wages are paid. There is no statutory or even regulatory requirement to pay employees, nor are back wages paid to U.S. workers.

- The amount imposed. The Administrator testified at length regarding the phenomenal discretion to calculate back wages based on reasons not found in the 2008 regulations, including a burden-shifting presumption, disregarding uncontested timekeeping records, picking and choosing sources of evidence to determine hours worked, picking and choosing a method for reconstructing workhours, assuming that employee statements were 100% accurate, and calculating back wages based on a standard that did not exist under the 2008 DOL Rule. E'r-Resp. Br. at 35-45.

Third, WHD's agency practices further underscore that back wages are penalties. There is a significant opportunity for back wages to be retained by

the U.S. Treasury, which is a telltale sign of a penalty. *See Kokesh*, 137 S. Ct. at 1643-44. WHD retains H-2B back wages for 3 years, after which time, "if we remain unable to find the [employee], we are required to send the money to the U.S. Treasury." Wage and Hour Division, *Workers Owed Wages* (visited Feb. 20, 2021) < https://webapps.dol.gov/wow/ >. *See also Administrator v. Cantele Tent Rentals, LLC*, No. 2019-TNE-00033, at ¶ 4 (OALJ Oct. 22, 2020) (if former H-2B workers cannot be located or refuse back wages, the money is deposited in the U.S. Treasury and the employer remains responsible for the employee's share of income taxes for the back wages and the employer was perpetually barred from recovering any of the payments). The results of audits are compiled and any back wage calculations are publicized (along with the employer's name) to the world as "violations." U.S. Department of Labor, *Data Enforcement* (visited Feb. 20, 2021) (click "search form"; select "WHD Cases" dataset; search by "Year" (enter 2009-2021); search by "Violation" (enter "Show records with violations"); search by "Violation by Act" (enter "H-2B Non-Immigrant Workers"); search by "Back Wages Agreed to Pay") < https://enforcedata.dol.gov/views/searchChooser.php >. *See also* US Department of Labor, Employment & Training Admin. *Program Debarments* (Visited Feb. 20, 2021) < https://www.dol.gov/sites/dolgov/files/ETA/oflc/pdfs/Debarment_List.pdf

> (list of employers debarred from submitting applications to OFLC because of "violations"). This publicity is a warning to others, which is a classic penalty. *Gonzalez*, 894 F.3d at 138. It is also a penalty because it forces employers to confront the harm caused, *United States v. Zukerman*, 897 F.3d 423, 432 (2d Cir. 2018), and it labels them as wrongdoers, *Kokesh*, 137 S. Ct. at 1643.

Fourth, the punitive nature of back wages is also apparent when the statutory purposes are considered. It is well-established that Congress created all H visas to promote the national interests, H.R. Rep. No. 82-1365, at 52 (1952); INS Comm'r Argyle R. Mackey, *The New Immigration and Nationality Act and Regulations*, 1 I.&N. Rptr. 29, 29 (Jan., 1953), and alleviate U.S. labor shortages for temporary positions by providing nonimmigrant alien labor, *see* H.R. Rep. 82-1365, at 44-45; INS, *Annual Report of the INS* 31 (1953). The H-2B program accomplishes these goals by balancing the interests of employers and U.S. workers. *See, e.g., Virginia Agric. Growers' Ass'n v. DOL*, 756 F.2d 1025, 1027, 1031 (4th Cir. 1985); *Louisiana Forestry Ass'n, Inc. v. Secretary of Labor*, 745 F.3d 653, 667 (3d Cir. 2014); *A.F.L.-C.I.O. v. Dole*, 923 F.2d 182, 187 (D.C. Cir. 1991). In this case, H-2B workers are not even a protected class, but merely a conduit to safeguard the true protected class by reducing the incentive to bypass U.S. workers and avoid wage depression. 73 Fed. Reg. at 78047.

4. Equity Does Not Aid a Penalty. It is important to note that back wages are an equitable remedy. *Porter v. Warner Holding Co.*, 328 U.S. 395, 398-99 (1946); *FTC v. Abbvie, Inc.*, 329 F. Supp. 3d 98, 137 (E.D. Pa. 2018). Equity does not aid a penalty. *Liu v. Securities & Exch. Comm'n*, 140 S. Ct. 1936, 1941 (2020). As a result, equitable remedies apply the same statute of limitations that were available at law. 1 John Norton Pomeroy, *A Treatise on Equity Jurisprudence* § 419, at 785 (4th ed. 1918).

B. This Case Is Governed by the Catchall 4-Year Statute Of Limitations

Several of the Administrator's arguments directed to the 4-year catchall statute of limitations need to be rebutted. The Employer-Respondent cited to a series of authorities related to the legislative history for the Administrative Procedures Act to show that agency actions qualify as "civil actions." E'r-Resp. Br. at 11. The Administrator attempted to distinguish all of them on the basis that agency actions are eventually subject to judicial review. WHD Br. at 29. Not only does this argument point out the futility of refusing to acknowledge agency actions qualify as "civil actions" (meaning that the Administrator concedes that the statute of limitations will apply on its face in the future), but the Administrator's single objection does not fairly meet the significance of those authorities.

The Administrator also adopted an unnecessarily restricted view of the legislative history for § 1658 (a). The Administrator points to the title of the statute, WHD Br. at 29, but it is well-established that a title cannot limit the plain textual meaning, *Alli v. Decker*, 650 F.3d 1007, 1012 (3d Cir. 2011). This is particularly true when the title does not even appear in the U.S. Code. *See Mead Corp. v. Tilley*, 490 U.S. 714, 723 (1989).

Far more insightful is the drafting history indicating that § 1658 (a) applies to this enforcement action. According to the committee responsible for developing the bill, the statute was intended to apply to "*any* … federal claim not specifically covered by a limitations provision." *Report of the Federal Courts Study Committee* at 93 (Apr. 2, 1990) (emphasis added) < https://www.fjc.gov/sites/default/files/2012/RepFCSC.pdf >.

II. RESPONDENT-EMPLOYER DID NOT SUBSTANTIALLY FAIL TO COMPLY BY MISREPRESENTING ITS TEMPORARY NEED FOR 9 SPECIFIED H-2B WORKERS

To a striking extent, the Administrator has not disputed the Employer-Respondent's major points why there was no willful or reckless disregard. Thus, the Administrator has not disputed that there is no regulation specifying how to request a job code or how much detail must be provided. *See* WHD Br. 37-38 (referencing sub-regulatory documents). The Administrator has not disputed that every duty performed by these workers was listed on the

approved O*Net classification for this particular job code. *See* WHD Br. 42-43. Nor has the Administrator disputed that Employer-Respondent complied with industry practice, which was the only regulatory requirement. *See* WHD Br. at 32-43.

Instead, the Administrator relies on an assortment of miscellaneous provisions to determine the regulatory "requirement[s]." *Id*. at 37-38. This is done in an apparent effort to establish that the Employer-Respondent's actions produced "the same effect" as the violation that was actually cited. *Id*. at 34-35. The obvious deficiency with the Administrator's argument is that none of these miscellaneous provisions were actually charged as misconduct. And if the Administrator had sought to amend the determination letter to include them, this would have triggered a new statute of limitations that would have resulted in dismissal.

The Administrator also seeks to substantially rewrite the statutory and regulatory requirements to show a willful or reckless disregard. The Administrator concluded that Employer-Respondent was guilty of "fail[ing] to educate itself," *id*. at 38, but that is merely non-actionable negligence, *see* E'r-Resp. Br. at 21-23. This case presents another example of dueling interpretations, *id*. at 40-41, but the Administrator never responded to why Employer-Respondent acted with reckless disregard when assigning job duties

– every one of which was on the approved O*Net list – in the manner selected. The Administrator's position appears to be that it was the Employer-Respondent's, not the Administrator's, burden to show a good faith basis to rely upon a consultant. WHD Br. at 50.. The Administrator even argues to abandon 3 decades of Supreme Court case law entrenching the reliance defense, which is inseparable from the regulatory obligation to show a willful or reckless disregard, *id*. at 22-23, and replace it with strict liability under agency law when resorting to a consultant, WHD Br. at 39-40.

The Administrator also relies upon the decision in *Administrator v. JML Landscape Mgmt*., No. 2017-TNE-00008 (OALJ Oct. 22, 2018). That case is easily distinguished because the employer failed to challenge the interpretation or enforceability of § 655.22 (n), or otherwise present any willfulness defense. *Id*. at 12.

III. EMPLOYER-RESPONDENT IS NOT LIABLE FOR BACK WAGES OR CIVIL MONEY PENALTIES

To a large extent, the Administrator does not argue the propriety of the back wages or civil money penalties, but merely recounts what the ALJ stated. WHD Br. 45-51. Thus, the Administrator offers no rebuttal to the fact that the ALJ based his back wage calculations on the mean H-2B wage rate, a wage

rate that did not even exist under the 2008 Rule. *See* E'r-Resp. Br. at 38. This fact alone compels remand for a proper calculation.

Although the Administrator quotes from 20 C.F.R. § 655.65 (i), the Administrator never actually establishes that back wages are authorized for a violation of § 655.22 (n). In 2008, there was substantial uncertainty as to whether back wages were authorized under any circumstances, and DOL discussed at length the propriety of that remedy. 73 Fed. Reg. 78020, 78046-47 (Dec. 19, 2008). DOL eventually concluded that it had the discretion to "seek back pay … in cases where the employer has *failed to pay the L[abor] C[ertification]-specified wages*," and then "modified" the final rule to reflect this conclusion. *Id*. at 78047 (emphasis added). Far from reserving sweeping power to impose back wages when "appropriate," § 655.65 (i) narrowly circumscribed that back wages were appropriate for violations under § 655.22 (e), but under no other circumstances, such as a purported violation of § 655.22 (n).

Nor does the Administrator offer any justification why the ALJ could reject the overwhelming majority of Employer-Respondent's contemporaneously-countersigned and undisputed time records. WHD Br. at 45-47. In this instance, these 9 employees were employed during the 83 days from February 1 through April 24, 2013. E'r-Resp. Br. at 3. Employer-

Respondent submitted 1132 pages of timekeeping records for all employees during those 83 days. R. Exh. 26. The time records pertinent to the 9 employees are identified in R. Exh. 45. In the great majority of instances, these individuals worked 5-7 days per week, or approximately 500 (83 x 6) relevant daily time records. R. Exh. 26. All of these relevant time records appear to have been contemporaneously countersigned by the individual employees as accurate, *see* Tr. 108 (testimony of Ms. Aguilar); R. Exh. 26, and it was undisputed that the employees countersigned for the purpose of verifying the accuracy of the reported time, *compare* Tr. 108-10, 156 & 186 (testimony of Ms. Aguilar) *with* Tr. 291-94 & 314 (testimony of Mr. Brajevich). Out of these approximately 500 relevant time records, the ALJ took issue because

- 5 individuals were missing time records during April 1-7 (approximately 30 time entries).
- 2 employees had "duplicate" time records for March 25-31 (approximately 12 time entries, although the ALJ had the option to choose the higher figure).
- one employee had a time record that conflicted with the hours reported on payroll during April 1-7 (approximately 6 time entries, although the ALJ had the option to choose the higher figure).

D & O at 11-12. Thus, even with debatable bases to challenge the veracity of these 48 time entries, the ALJ rejected out of hand the other 90% that were undisputed and contemporaneously vouchsafed as accurate by the relevant employees. This improperly shifted the burden of proof to the Employer-Respondent.

Nor has the Administrator made a good-faith effort to show that the ALJ properly rejected all credits. The Administrator perfunctorily contends that Employer-Respondent failed to cite any authority to support a claim for credits. WHD Br. at 19. Fundamentally, this is an improper attempt to shift the burden of proof to the Employer. *See* E'r-Resp. Br. at 19. This was also a complete failure to engage with the Employer-Respondent's arguments that the credits were, indeed, authorized. *Id*. at 38-41. Inexplicably, the Administrator seems to be under the impression that the only evidence to support the propriety of the credits was the joint witness statement. WHD Br. at 47-48. This was plainly not the case; the evidence that the credits were proper was undisputed, Tr. 101-13 (testimony of Ms. Aguilar) (WHD chose not to investigate the credits), and plentiful, E'r-Resp. Br. at 38-41.

As to CMP's, the Administrator's position is nothing more than the *ipse dixit* that the ALJ's decision was "thorough and reasoned." WHD Br. at 51. In doing so, the Administrator chose to completely ignore Employer-

Respondent's numerous objections establishing that the decision cherry picked evidence and then ignored any contrary evidence, no matter how strong. *See* E'r-Resp. Br. at 45-49.

CONCLUSION

The ALJ's opinion should be reversed and the case dismissed. Once the statute of limitations and the merits of the violation, if necessary, are properly addressed, there is no basis for the back wages or civil monetary penalties.

_____/s/_____
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CERTIFICATES

I HEREBY CERTIFY that on March 24, 2021, Employer-Respondent's reply brief was served by e-mail with consent to

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This brief complies with the type-volume limitation of Fed. R. App. Proc. 32(a)(7)(B) because the word-count feature in Word 97-2003 indicates that this brief contains **5,018** words, excluding the parts of the brief exempted by Fed. R. App. Proc. 32(a)(7)(B)(iii).

/s/
R. Wayne Pierce

U.S. Department of Labor

Administrative Review Board
200 Constitution Ave. NW
Washington, DC 20210-0001

IN THE MATTER OF:

ADMINISTRATOR, WAGE AND HOUR DIVISION, UNITED STATES DEPARTMENT OF LABOR,

PROSECUTING PARTY,

v.

BUTLER AMUSEMENTS, INC.,

RESPONDENT.

ARB CASE NO. 2021-0007

ALJ CASE NO. 2018-TNE-00019
ALJ RICHARD M. CLARK

DATE: July 28, 2023

Appearances:

For the Respondent:
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For the Administrator, Wage and Hour Division:
Elena S. Goldstein, Esq.; Jennifer S. Brand, Esq.; Rachel Goldberg, Esq.; Sara A. Conrath, Esq.; *U.S. Department of Labor, Office of the Solicitor*; Washington, District of Columbia

Before HARTHILL, Chief Administrative Appeals Judge, and PUST and BURRELL, Administrative Appeals Judges

DECISION AND ORDER

HARTHILL, Chief Administrative Appeals Judge:

This case arises under the H-2B provisions of the Immigration and Nationality Act (INA), as amended, and its implementing regulations.[1] The H-2B program permits employers to hire nonimmigrant workers to perform temporary nonagricultural work on a one-time, seasonal, peak load, or intermittent basis, all as defined by the Department of Homeland Security (DHS).[2] DHS requires that employers petitioning for H-2B visas obtain a labor certification from the U.S. Department of Labor (Department or DOL) before applying for H-2B visas through DHS.[3]

To obtain a labor certification, employers first obtain a prevailing wage determination for the job opportunity from DOL's Employment and Training Administration (ETA) by submitting an Application for a Prevailing Wage Determination (ETA Form 9141).[4] Employers must offer and pay H-2B workers the highest of the determined prevailing wage or the applicable federal, state, or local

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[1] 8 U.S.C. §§ 1101(a)(15)(H)(ii)(b) et seq., 1184(c)(14), and 20 C.F.R. Part 655, subpart A (2008); 29 C.F.R. Part 503 (2015). The 2008 H-2B regulations apply to the instant case because Respondent submitted the operative labor certification application in 2012, which was approved by the Department of Homeland Security (DHS) in 2013. D. & O. at 5-6. Although the U.S. District Court for the Northern District of Florida issued an order vacating and permanently enjoining DOL from enforcing the 2008 Rule with an effective date of April 30, 2015, see *Perez v. Perez*, No. 14-cv-682, Doc. 14, slip op. at 7-8 (N.D. Fla. Mar. 4, 2015), the court later clarified that "'the permanent injunction was not intended to, and does not, apply retroactively.'" *Perez v. Perez*, No. 14-cv-682, Doc. 62 (N.D. Fla. Sept. 4, 2015). *See Adm'r, Wage and Hour Div., U.S. Dep't of Lab. v. Deggeller Attractions, Inc.*, ARB No. 2020-0004, ALJ No. 2018-TNE-00008, slip op. at 4-5 (ARB Jan. 25, 2022) (noting that the *Perez* court's clarification held that the 2008 regulations were still enforceable and thus apply to labor certifications issued before April 30, 2015). The 2015 H-2B regulations provide that with respect to determinations to enforce provisions of the job order or provisions under 8 U.S.C. § 1184(c), the procedures and rules contained in 29 C.F.R. § 503, Subpart C "will apply regardless of the date of violation." 29 C.F.R. § 503.40(b). Accordingly, the 2015 rules apply to the procedural issues in this matter.

[2] 8 C.F.R. § 214.2(h)(6)(ii)(B). An H-2B employee is defined as "having a residence in a foreign country which he has no intention of abandoning who is coming temporarily to the United States to perform other temporary service or labor if unemployed persons capable of performing such service or labor cannot be found in this country . . . ."
8 U.S.C. § 1101(a)(15)(H)(ii)(b).

[3] 8 C.F.R. § 214.2(h)(6)(iii)(A).

[4] 20 C.F.R. § 655.10 (2009). The 2008 H-2B regulations (2008 regulations) were promulgated on December 19, 2008, effective on January 18, 2009, and codified into the Code of Federal Regulations in 2009. Labor Certification Process and Enforcement for Temporary Employment in Occupations Other Than Agriculture or Registered Nursing in the United States (H-2B Workers), and Other Technical Changes, 73 Fed. Reg. No. 245, 78,020 (Dec. 19, 2008). References to 20 C.F.R. § 655 refer to the 2008 regulations unless otherwise specified.

minimum wage.[5] After obtaining a prevailing wage determination, the employer must submit an Application for Temporary Employment Certification (ETA Form 9142B) and a recruitment report to the ETA for approval.[6]

Section 214(c)(l4) of the INA gives DHS the authority to impose administrative remedies when the Secretary of DHS finds "a substantial failure to meet any of the conditions of the petition to admit . . . a nonimmigrant worker under [8 U.S.C. § 1101(a)(l5)(H)(ii)(b)] or . . . a willful misrepresentation of a material fact in such petition."[7] DHS is authorized to delegate this enforcement authority to the Secretary of Labor,[8] and has delegated to the Secretary of Labor its authority "to enforce compliance with the conditions of a petition and Department of Labor approved temporary labor certification to admit or otherwise provide status to an H-2B worker."[9] This enforcement authority has been further delegated within DOL to the Administrator, Wage and Hour Division (WHD) of the Department (Administrator).[10]

In 2013, the Administrator conducted an on-site investigation of Respondent Butler Amusements, Inc.'s (Butler Amusements or Respondent) [11] location in Santa Barbara, California.[12] On February 6, 2018, WHD issued a Determination Letter finding that Butler Amusements substantially failed to comply with certain attestations it made in its ETA Forms 9141 and 9142B and assessed back wages and civil monetary penalties (CMPs).[13] Butler Amusements contested WHD's

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5 20 C.F.R. § 655.22(e).

6 20 C.F.R § 655.20.

7 8 U.S.C. § 1184(c)(14)(A).

8 8 U.S.C. § 1184(c)(14)(B).

9 8 C.F.R. 214.2(h)(6)(ix).

10 *See* Secretary's Order 01-2014, 79 Fed. Reg. 77,527-01 (Dec. 19, 2014). As of the date of this opinion, the Principal Deputy Administrator is the ranking official responsible for the U.S. Department of Labor's Wage and Hour Division.

11 Butler Amusements' former CEO, Michael Brajevich, was a named party below but the ALJ concluded that he was not individually or personally liable for Butler Amusements' violations. *Id.* at 30. Because Respondent did not appeal this determination to the Board, it has become final; accordingly, we have removed Mr. Brajevich from the case caption and refer only to Butler Amusements as the Respondent herein.

12 D. & O. at 6.

13 *Id.* The ALJ noted that the February 6, 2018 Determination Letter originally cited $24,987.20 in unpaid wages to nine H-2B workers, and $10,000 in CMPs. *Id.* at 6 n.8. The ALJ's May 2, 2019 Second Order Granting In Part Motion to Amend and Reconsidering April 12 Amendment Order (May 2, 2019 Order) amended the unpaid wages to $26,955.40. *Id.*

finding and assessed remedies and requested administrative review with the Office of Administrative Law Judges (OALJ).[14]

On September 30, 2020, a DOL Administrative Law Judge (ALJ) issued a Decision and Order (D. & O.) determining that Respondent failed to comply with the requirements of the H-2B program and ordered Respondent to pay back wages and assessed CMPs. Respondent petitioned the Administrative Review Board (ARB or Board) for review of the ALJ's decision. For the reasons set forth below, we **AFFIRM** the ALJ's D. & O.

BACKGROUND

The following facts were determined by the ALJ in the D. & O. and are not disputed on appeal.

Butler Amusements operated a traveling amusement carnival providing rides, games, and concessions to fairs in California, Oregon, Washington, Idaho, Arizona, and Nevada.[15] In October 2012, Butler Amusements requested a prevailing wage determination for the job opportunity "Amusement and Recreation Attendants" (ARAs) for 246 H-2B workers.[16] Its agent, James Kendrick Judkins (Judkins), completed and submitted ETA Forms 9141 and 9142B on its behalf.[17] On ETA Form 9142B, Michael Brajevich (Brajevich), Butler Amusements' former CEO, and Judkins both attested that the information on the application was true and accurate.[18]

1. Butler Amusements' Application and Certification for H-2B Workers

In 2012, Butler Amusements completed ETA Form 9141 and entered "Amusement and Recreation Attendants - Traveling Carnival" as the "Job Title," "39-3091" as the "*Suggested* SOC (ONET/OES) code," and "Amusement Recreation Attendants" as the "*Suggested* SOC (ONET/OES) occupation title."[19] The Standard Occupational Code (SOC) system utilized by ETA had an occupation search engine called O*NET (Occupational Net) which provided extensive information about any occupation including occupational categories and characteristics (knowledge, skills,

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14 *Id.* at 13.

15 *Id.* at 2-3.

16 *Id.* at 3.

17 *Id.*

18 *Id.*

19 *Id.*; RX 5 at 1.

abilities, tasks and general work activities).[20] For ARA positions, O*NET identified the core tasks as: selling tickets; collecting fees; selling refreshments; recording details of attendance, sales, receipts, reservations, or repairs; providing information about facilities; directing patrons, monitoring safety; cleaning rides; and staying informed of safety measures.[21]

Under "Job duties," Butler Amusements represented that the H-2B workers would, "[p]erform [a] variety of attending duties at amusement facility (traveling carnival). Set up, tear down, operate amusement rides, food concessions and/or games."[22] The H-2B workers were to work 40 hours per week from 1:00 p.m. to 10:00 p.m., travel to multiple worksites, and receive no overtime.[23] No experience, education, training, specific skills, or special licenses were required for the job, except for a drug and criminal background check.[24] Butler Amusements indicated that H-2B workers in this position would not supervise any other employees.[25]

In October 2012, Butler Amusements posted job advertisements for 250 open positions for Carnival and Amusement Recreation Attendants.[26] The advertisements explained that the jobs included "a variety of attending duties" at amusement facilities, including "set up, tear down, operate amusement rides, food concessions and/or games."[27] Butler Amusements would "pay the weekly salary for each week the worker was employed," make "available mobile housing valued at $125.00 per week" and make "available transportation from venue to venue and scheduled transportation to laundry, shopping valued at $25.00 per week."[28]

In December 2012, Butler Amusements filed ETA Form 9142B and represented a temporary need for 246 full-time seasonal ARAs for Butler Amusements' 2013 season.[29] Under "job duties," Butler Amusements again

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20 *Id.* at 3, 22.

21 *Id.* at 22.

22 *Id.* at 3; RX 5 at 2.

23 *Id.* at 3.

24 *Id.*

25 *Id.*

26 *Id.*

27 *Id.* Workers would typically work 40 hours per week, Wednesday through Sunday, from 1:00 pm to 10:00 pm, making a weekly wage ranging from $323.60 to 368.40 per week, and were required to travel with the carnival to Washington, California, Arizona, Nevada, Oregon, and Idaho. *Id.*

28 *Id.* at 3-4; RX 1 at 1.

29 *Id.* at 4.

described the position's "Job duties" as to "[p]erform [a] variety of attending duties at amusement facility (traveling carnival). Set-up, tear-down, operate amusement rides, food concessions and/or games."[30] The position required "no special skills, licenses/certifications."[31] The H-2B workers would not supervise the work of other employees.[32] Butler Amusements also noted that it would follow the prevailing practices in the Traveling Amusement Industry with regard "to housing, transportation and weekly salary for workers."[33] Butler Amusements submitted an Addendum to ETA Form 9142B, listing 71 worksites and again stated it "makes available mobile housing valued at $125.00 per week," and "transportation from venue to venue, and scheduled transportation to laundry, shopping valued at $25.00 per week."[34]

On ETA Form 9142B, an employer must attest that it will abide by certain terms, assurances, and obligations as a condition for receiving a temporary labor certification.[35] In Section I, Declaration of Employer and Attorney/Agent, Butler Amusements checked "Yes" confirming they had read and agreed to all applicable terms, assurances, and obligations in Appendix B.1 of ETA Form 9142.[36] Judkins signed Appendix B.1 Section A, and Brajevich signed Appendix B.1 Section B.[37] By signing Butler Amusements' Declaration (Attestation #13), Brajevich certified that the job opportunity was a full-time temporary position and that "[t]he dates of temporary need, reason(s) for temporary need, and number of worker positions being requested for certification has been truly and accurately stated on the application."[38] Brajevich took full responsibility for the accuracy of any representations made by his agent or attorney, in this case, Judkins, and declared under penalty of perjury that he had read and reviewed the application and that to the best of his knowledge it was true and accurate.[39]

On December 14, 2012, based on the attestations and documentation provided, ETA certified Butler Amusements' application for temporary labor

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30 *Id.*

31 *Id.*

32 *Id.*

33 *Id.*

34 *Id.* at 4-5.

35 *Id.* at 5.

36 *Id.*

37 *Id.*

38 *Id.*

39 *Id.*

certification of 246 H-2B workers as ARAs.[40] The workers arrived in early February 2013.[41]

2. WHD Investigation and Findings

In 2013, WHD Investigator Carrie Aguilar (Aguilar) visited Butler Amusements' worksite in Santa Barbara, California.[42] Aguilar and her WHD team observed Butler Amusements' operations and interviewed employees.[43] In November 2013, WHD found that nine H-2B workers were employed outside the approved job duties of ARA.[44] The investigator determined that these workers had worked as drivers, maintenance workers, and supervisors, all of which have different SOC codes and prevailing wage determinations.[45]

A. Butler Amusements Employed H-2B Workers Outside the Approved Job Duties of ARA

WHD determined that Butler Amusements employed two H-2B workers, Antonio Mendez (Mendez) and Omar Lopez (Lopez), as supervisors as indicated by a roll sheet listing both Mendez and Lopez as supervisors.[46] Multiple employees stated they reported to either Mendez or Lopez as their supervisor.[47] In 2013, Butler Amusements had employed Mendez for 12 years, and he had been a supervisor for six years.[48] In Mendez's position as an supervisor, he checked to make sure employees were doing their jobs, dealt with customer complaints, responded to ride operators when something was broken, and filled out the ride roster.[49] Mendez was the general manager's "left hand."[50] When visiting, Mendez gave the Wage and Hour Investigators the tour, a role which, in Aguilar's experience, supervisors typically assume.[51] Lopez supervised 16 employees, and in

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40 *Id.*

41 *Id.* at 13.

42 *Id.* at 6.

43 *Id.*

44 *Id.*

45 *Id.*

46 *Id.* at 9.

47 *Id.*

48 *Id.*

49 *Id.*

50 *Id.*

51 *Id.*

their statements multiple employees stated Lopez told them when to start each day.[52] Lopez also filled out the ride roster.[53]

WHD determined that Butler Amusements employed Jaime Hernandez and Felipe Villegas (Villegas) solely as shop workers, in which they exclusively worked in the "shop" or "spare parts trailer" cleaning parts and supplies, welding, doing inspections, and repairing rides.[54]

WHD further determined that Butler Amusements employed Saul Estadillo Herrera (Estadillo), Sergio Guzman (Guzman), Jose Ivan Ortega (Ortega), Gustavo Gamero (Gamero), and Fernando Preza (Preza) as truck drivers.[55] These Commercial Driver's License [CDL] drivers drove tractor trailers and semi-trucks to transport rides, but did not operate rides.[56] Multiple records referred to these H-2B employees as drivers.[57] Two handwritten notes in Butler Amusements' payroll records listed Ortega, Guzman, and Preza as drivers who were all paid $500 for the week ending April 7, 2013, in Yuma.[58] A payroll spreadsheet for "Butch's Unit" listed Ortega, Guzman, and Preza as drivers.[59] While Estadillo and Gamero were not listed as drivers, the pay slips regularly showed that they did not work on weekends which were the longest and busiest days for ride operators, and typically the days the drivers would not transport rides.[60]

Estadillo worked for Butler Amusements as a driver for three years and drove the trailers hauling rides.[61] To comply with Department of Transportation regulations, Estadillo did not drive more than 10 hours per shift and kept a transportation logbook of his hours, which ranged from 20 to 60 hours per week.[62]

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52 *Id.*

53 *Id.*

54 *Id.*

55 *Id.* at 10.

56 *Id.*

57 *Id.*

58 *Id.* The ALJ commented that while the note did not include the year 2013, it was "reasonable to assume it was 2013 because Butch's unit was in Yuma during that time period in 2013." *Id.* at 10 n.32.

59 *Id.* at 10.

60 *Id.*

61 *Id.* The ALJ noted that Estadillo referred to the vehicles he drove as trailers, thus it is not clear whether these are distinct from the "semi-trucks" to which Ortega referred. *Id.* at 10 n.33.

62 *Id.* at 10.

His pay was the same regardless of his hours.[63] When he was not driving, he inspected the trailer truck and was on standby for whatever the manager needed.[64]

Ortega drove semi-trucks to transport rides but not to transport people.[65] He drove a maximum of 10 hours per shift, and his hours varied weekly.[66] He recorded his driving hours in a logbook, which he submitted to Butler Amusements.[67] Butler Amusements provided the semi-truck in which he lived and slept and did not charge him for his living accommodations.[68]

B. Butler Amusements' Pay Practices

Butler Amusements paid the nine workers more than the ARA prevailing wage, but less than the prevailing wage for the jobs they performed (first-line supervisors, maintenance shop workers, and drivers).[69]

Butler Amusements provided free housing in trailers, transportation from venue to venue, and local transportation to run errands.[70] No employee reported deductions for any of these items.[71] Not all of the employees stayed in the provided trailers, and there was no evidence that employees who did not stay in the provided lodging received higher wages for not using the trailers.[72] The occupancy of the trailers varied, with some employees sharing with four people or only one roommate, and some employees with private rooms.[73] Butler Amusements provided a payroll spreadsheet listing employee information, including columns titled "gross, draws, uniforms, ID, bunk, and net."[74] None of the employees had a deduction for "bunk" identified on the spreadsheet.[75]

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63 *Id.*

64 *Id.*

65 *Id.*

66 *Id.*

67 *Id.*

68 *Id.*

69 *Id.* at 12, 24.

70 *Id.* at 8.

71 *Id.* The only deductions were cash advances. *Id.*

72 *Id.*

73 *Id.*

74 *Id.*

75 *Id.*

Butler Amusements submitted 1,132 pages of payroll records and photocopied pay slips for review.[76] Butler Amusements also submitted its own summary of the hours that each of the nine employees worked.[77] The Administrator found that "Butler Amusements' payroll records did not represent the hours H-2B workers actually worked, and that the dollar amounts on the pay slips were likely accurate but the documented hours were unreliable."[78] The ALJ found that the errors in Butler Amusements' payroll records and summary exhibit (Butler Amusements' Hearing Exhibit RX 45) made both documents unreliable.[79] The ALJ noted that the submitted pay slips omitted amounts paid, contained duplicate pay slips for the same person for the same period, and were inexplicably missing records for some employees.[80] The ALJ also noted that records were missing for several of the nine employees.[81] The ALJ also found that there were duplicate pay slips for Estadillo, Gamero, and Lopez which indicated different hours worked during the same time period and so could not be reconciled to determine which pay slip record was correct.[82]

The Administrator did not credit the hours documented on Butler Amusements' pay slips because it suspected the hours were inaccurate.[83] Based on his review of the employee interviews and the pay slips, the ALJ found that this decision was reasonable, and that the Administrator reasonably reconstructed hours worked based on the attestation in ETA Form 9142B rather than by relying on incomplete and questionably accurate pay slips.[84]

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76 *Id.* at 11.

77 *Id.* (citing RX 45 (Respondent's Summary Exhibit of Hours Worked by H-2B Workers)).

78 *Id.* Based on the pay slips, the ALJ found it was reasonable to conclude that during the period of investigation all nine employees traveled from Riverside County to Maricopa County, to Yuma County, and to Santa Barbara County. *Id.* at 13.

79 *Id.* at 11.

80 *Id.* For example, for the week of February 24 to March 3, Butler Amusements recorded that Preza worked 37 hours, but no pay was documented. *Id.*

81 *Id.* For another example, Gamero, Guzman, Preza, Ortega, and Estadillo each had no pay slip with hours from April 1 to April 7. *Id.*

82 *Id.* at 11-12. For example, there were duplicate pay slips for Estadillo for March 25 to March 31, the first indicating he worked 17.5 hours and the second indicating he worked 38.5 hours that week. *Id.* at 11. Additionally, in Butler Amusements' summary exhibit RX 45, it referred to pages that were not included in the exhibit, attributed hours to the wrong pay periods, and made questionable conclusions regarding employee duties. *Id.* at 12.

83 *Id.*

84 *Id.*

Based on the investigation, WHD sent Butler Amusements a Summary of Unpaid Wages which listed ten employees with varying amounts of unpaid wages for the period from February 2, 2013, to April 27, 2013.[85]

3. Procedural History and ALJ's Decision

On February 6, 2018, the Administrator issued a Determination Letter finding that Butler Amusements substantially failed to comply with Attestation #13—which requires the employer to accurately state the dates of temporary need, reason for temporary need, and number of workers for temporary need—or stated another way, failed to comply with the requirement to provide proper job classification information on Form 9142B and DHS Form I-129.[86] The Administrator based this finding on the substantive provisions of the 2008 H-2B regulations and the procedural provisions of the 2015 H-2B regulations, and determined that Butler Amusements "violated Attestation #13 and 20 C.F.R. § 655.22(n) (2009) as well as the Form I-129's part 5, question 1."[87] The Administrator assessed back wages totaling $24,987.20, and $10,000 in CMPs.[88] On February 28, 2018, Butler Amusements contested the Administrator's finding and remedies and requested administrative review with the OALJ.[89]

Before the ALJ, Butler Amusements filed an Opposed Motion for Summary Judgment, and the ALJ issued an Order Denying Summary Decision on November 14, 2018. In his Order, the ALJ concluded, among other things, that that the five-year statute of limitations in 28 U.S.C. 2462 for actions to enforce a civil fine or penalty was applicable to this case, and that the Administrator had timely filed its determination letter within the five-year limitations period.[90] The ALJ also concluded that back wages were an appropriate remedy under 20 C.F.R. 655.65(i) for the violations alleged in this case.[91] The ALJ's May 2, 2019 Order noted that the original amount of unpaid wages cited in the Determination Letter was $24,987.20, but amended the unpaid wages to $26,955.40 due to an inadvertent omission of one of the employees entitled to back wages.[92]

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85 *Id.* at 6.

86 *Id.* at 13.

87 *Id.*

88 *Id.* at 6.

89 *Id.* at 13.

90 Order Denying Summary Decision at 14-18 (ALJ Nov. 14, 2018) (Summary Decision Order).

91 *Id.* at 12-13.

92 May 2, 2019 Order at 3; D. & O. at 6 n.8.

A hearing was held in May 2019, and the ALJ issued the D. & O. on September 30, 2020, finding that Butler Amusements substantially failed to comply with the H-2B program by employing nine H-2B workers outside the job duties of amusement and recreation attendants.[93] The ALJ found that Butler Amusements had instead employed the workers as drivers, maintenance shop workers, and supervisors.[94] The ALJ concluded that WHD's method of calculating back wages through reconstruction was appropriate, but in recalculating the back wages owed, he lowered them from $26,955.40 to $26,786.[95] The ALJ rejected Butler Amusements' claim that it was entitled to certain credits.[96] Finally, the ALJ held that the Administrator's assessment of a $10,000 CMP was reasonable.[97]

Butler Amusements timely appealed to the Board.

JURISDICTION AND STANDARD OF REVIEW

The ARB has jurisdiction to review an ALJ's decision and issue the final determination of the Secretary of Labor ("Secretary") under the H-2B program.[98]

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93 *Id.* at 19.

94 *Id.*

95 *Id.* at 25-26.

96 *Id.* at 27.

97 *Id.* at 28. The ALJ also concluded that Respondent could not show that the doctrine of laches should apply, that Brajevich was not individually or personally liable for Butler Amusements' violations, and that an anti-retaliation order for any H-2B worker owed back wages was warranted. *Id.* at 15-17, 30-31. None of these issues have been presented to the Board for appeal, and thus the ALJ's decision on these matters is final. We note that although Butler Amusements mentioned laches in the Petition for Review, it did not brief this issue. The Board will deem an argument waived when a party asserts a conclusory proposition on appeal without providing an explanation or elaborating on the proposition as it relates to the party's argument. *See Adm'r, Wage & Hour Div., U.S. Dep't of Lab. v. Washington Farm Lab. Ass'n*, ARB No. 2021-0069, ALJ No. 2018-TAE-00013, slip op. at 29 n.113 (ARB Mar. 31, 2023) (internal citations omitted).

98 Secretary's Order No. 01-2020 (Delegation of Authority and Assignment of Responsibility to the Administrative Review Board (Secretary's discretionary review of ARB decisions)), 85 Fed. Reg. 13,186 (Mar. 6, 2020); *see also* 29 C.F.R. § 503.51.

The Board reviews an ALJ's decision de novo[99] and acts with "all the powers [the Secretary] would have in making the initial decision."[100]

DISCUSSION

Upon review of the ALJ's D. & O., the parties' arguments on appeal, and the record, the Board concludes that: (1) the current case is not time barred; (2) Butler Amusements violated the INA and H-2B regulations by employing H-2B workers outside of the job classification listed on ETA Form 9142B; (3) the ALJ's recalculation of back wages owed was properly determined; (4) Butler Amusements is not eligible for any credits under the 2008 H-2B regulations; and (5) the ALJ's affirmance of CMPs is reasonable under the facts in the current matter.

1. The Administrator's Case Is Not Time Barred

A. The Administrator Timely Issued the Determination Letter

WHD issued its determination letter on February 6, 2018, covering the period from February 1, 2013, through April 24, 2013.[101] Applying a five-year limitations period, the ALJ found that WHD's February 6, 2018 Determination Letter was timely because it was issued before April 24, 2018.[102]

Butler Amusements argues that the ALJ incorrectly determined that the statute of limitations accrued when the violation *concluded* on April 24, 2013, rather than on February 1, 2013, when the workers arrived and the violation *began.*[103] Butler Amusements further argues that the "moment of employment" (which it argues began on February 1, 2023, when the workers began working for

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99 *See Adm'r, Wage and Hour Div., U.S. Dep't of Lab. v. Am. Truss*, ARB No. 2005-0032, ALJ No. 2004-LCA-00012, slip op. at 2-3 (ARB Feb. 28, 2007) (citing *Talukdar v. U.S. Dep't of Veterans Affs.*, ARB No. 2004-0100, ALJ No. 2002-LCA-00025, slip op. at 8 (ARB Jan. 31, 2007) (for the proposition that "ARB applies de novo review in INA cases.")).

100 5 U.S.C. 557(b).

101 D. & O. at 6; RX 19.

102 D. & O. at 16-17; Summary Decision Order at 16-18. Although the Administrator did not agree that the five-year statute of limitations in Section 2462 applied to the back wages sought in this case, the Administrator has not appealed this aspect of the ALJ's decision on the basis that it is not determinative. We agree that the application of the five-year limitations period in the D. & O. does not eliminate any period of time for which the Administrator sought back wages, and therefore we do not need to address whether Section 2462's five-year statute of limitations applies to H-2B proceedings where the Administrator seeks to recover back wages.

103 Respondent's (Resp.) Brief (Br.) at 5-6.

Butler Amusements) was a single discrete violation that provided grounds for the Administrator's cause of action,[104] and "[t]he fact that the purported violations may have continued until April 24, 2013, has no bearing on the statute of limitations accrual."[105]

In support of its argument that the violation in this case occurred once, and that it was not continuing or repeating, Butler Amusements argues that the statute of limitations for this violation is limited by a scienter requirement, which requires a "subjective state of mind of recklessly disregarding whether its conduct was prohibited by the statute"[106] and is illustrated in discrimination cases.[107] Butler Amusements argues that "even if the subjective reckless disregard standard could be contorted into objective recklessness (i.e., gross negligence), it would change nothing because the willfulness prong would still determine the date of 'first accrual.'"[108]

In response, the Administrator argues that the violation in this case was not a single discrete event, but instead consisted of recurring failures to comply with the H-2B program requirements.[109] The Administrator points to the fact that during the February-April 2013 period which WHD investigated, Butler Amusements employed at least nine H-2B workers outside the certified job classification; therefore, Butler Amusements substantially failed to comply with the terms and conditions of ETA Form 9142B throughout that same period.[110] The Administrator analogizes this substantial failure violation to an FLSA action, where there is "a series of repeated violations of an identical nature" such that "each failure to pay . . . begins a new statute of limitations period as to that particular event."[111] Thus, "the underpayment is not the 'effect' of a prior violation; it is the violation itself."[112]

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104 *Id.* at 6-7 (citations omitted).

105 *Id.* at 7. Under this interpretation of the accrual rule, Butler Amusements concludes that the determination letter was time-barred. *Id.* at 5-6.

106 Resp. Reply Br. at 4 n.1.

107 *Id.* at 4-6.

108 *Id.* at 4 n.1.

109 Administrator's (Adm'r) Br. at 25-26.

110 *Id.*

111 *Id.* (citing *Figueroa v. D.C. Metro. Police Dep't*, 633 F.3d 1129, 1135 (D.C. Cir. 2011) (internal quotation marks omitted)); *see also Knight v. Columbus, Ga.*, 19 F.3d 579, 580-81 (11th Cir. 1994), *cert. denied*, 513 U.S. 929 (1994).

112 Adm'r Br. at 26 (citing *Figueroa*, 633 F.3d at 1135).

Butler Amusements counters that the accrual of an INA claim is more analogous to the situation in *Ledbetter v. Goodyear Tire & Rubber Co., Inc.*,[113] in which the Supreme Court held that the applicable limitations period did not begin anew for each paycheck reflecting a prior violation of Title VII.[114] The Court distinguished FLSA claims from Title VII claims because the latter do not require proof of specific intent to discriminate. Butler Amusements equates the H-2B provision's willfulness requirement to Title VII's specific intent requirement. This argument fails for two reasons. First, H-2B's definition of "willful" includes reckless disregard, which does not equate to specific intent.[115] Second, the Supreme Court did *not* appear to equate proof of willfulness with Title VII's specific intent requirement because it cited to FLSA's "willful violation" provision when distinguishing the FLSA from Title VII.[116]

We agree with the Administrator that each significant deviation from the terms and conditions of the H-2B petition and accompanying labor certification is the violation itself, [117] and thus begins a new statute of limitations.

Butler Amusements also argues that the Administrator was required to charge this violation as a willful misrepresentation, rather than a substantial

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[113] *See* 550 U.S. 618, 641 (2007).

[114] Resp. Reply Br. at 4.

[115] 20 C.F.R. § 655.65(e) ("'[W]illful failure' means a knowing failure or a reckless disregard with respect to whether the conduct was contrary to sec. 214(c) of the INA, or this subpart.").

[116] *Ledbetter*, 550 U.S. at 641 ("Again, however, Ledbetter's argument overlooks the fact that an FLSA minimum wage or overtime claim does not require proof of a specific intent to discriminate. See 29 U.S.C. § 207 (establishing overtime rules); cf. § 255(a) (establishing 2–year statute of limitations for FLSA claims, except for claims of a "willful violation," which may be commenced within 3 years)."). In support of this proposition, Butler Amusements also cites to breach of contract cases and Clean Air Act cases, but we are unable to discern why these are analogous. Resp. Reply Br. at 4-6.

[117] *See* 8 U.S.C. 1184(c)(14) (an employer violates the INA when it willfully fails to comply with the H-2B requirements and that failure constitutes a "significant deviation" from the terms and conditions of the employer's petition). *See also Adm'r, Wage and Hour Div., U.S. Dep't of Lab. v. 5 Star Forestry*, ARB No. 2013-0056, ALJ No. 2012-TNE-00010, slip op. at 5 (ARB Nov. 6, 2014) (Final Decision and Order on Civil Money Penalty) (affirming ALJ's decision charging the employer with four separate H-2B violations, instead of a single violation, for placing H-2B workers in four different locations outside the area of the intended employment the employer listed in its application for temporary employment certification). In *5 Star Forestry,* the Board found that *each* placement was a substantive deviation from the terms and conditions of the H-2B petition (to conduct the necessary measures to confirm the absence of U.S. workers in each location it attends to place H-2B workers), and thus each deviation was a violation in itself. *Id.* at 5-6.

failure to comply, and that any willful misrepresentation would have occurred when it filed its ETA Form 9142B in 2012 (outside the limitations period).[118] However, an employer may willfully misrepresent facts on its ETA Form 9142B and be charged with willful misrepresentation, or an employer may substantially fail to comply with the statements it made on its ETA Form 9142B regarding its temporary need for H-2B workers and be charged with a substantial failure to comply.[119]

In this case, Butler Amusements had not substantially failed to comply with the requirement in 20 C.F.R. § 655.22(n) *until* it actually acted with reckless disregard of the H-2B program requirements by employing nine H-2B workers in job classifications other than ARA. Therefore, the Secretary's claim did not begin to accrue until February 2013, and Butler Amusements substantially failed to comply repeatedly throughout the period that WHD investigated, to April 2013. Therefore, the Board finds that that Administrator's February 6, 2018 Determination Letter was timely filed within the five-year limitations period.

B. The Four-Year Limitations Period in 28 U.S.C. 1658(a) Does Not Apply to Administrative Actions

Butler Amusements argues in the alternative that the statute of limitations is governed by the four-year limitations period set forth in 28 U.S.C. § 1658(a),[120] which governs "civil action[s] arising under an Act of Congress enacted after" 1990. Butler Amusements argues that DOL's enforcement actions are considered a civil matter, thus, Section 1658(a) governs the current matter.[121]

Butler Amusements is incorrect. As the Federal Communications Commission (FCC) recently recognized, "[t]he text, context, purpose, and history of Section 1658(a) make clear that it governs court actions, not agency

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[118] Resp. Br. at 3, 7 n.1, 24-25 (Butler Amusements arguing that 20 C.F.R. § 655.22(n) "can only be violated through a misrepresentation in the application, not through substantial failure to comply," thus the only relevant moment in time occurred when it submitted the application on 11/7/2012.); *see also id.* at 6 (for Butler Amusements' argument that the violation occurred upon submission of the application because that was the moment of either willfulness or reckless disregard).

[119] The Administrator can identify different types of violations after an investigation, including a willful misrepresentation of a material fact on a petition, or a substantial failure to meet any conditions of the labor certification or DHS Form I-129. 20 C.F.R. § 655.60.

[120] Resp. Br. at 8-12; *see* 28 U.S.C. § 1658(a).

[121] Resp. Br. at 11-12.

proceedings . . . ."[122] First, as the FCC explained, the term "action," as used in federal statutory provisions, most frequently refers to judicial proceedings in civil matters and not agency proceedings. The Fourth Circuit, when analyzing the term "civil action" in 28 U.S.C § 1658(a), similarly held that it did not apply to a civil commitment hearing, noting that such a proceeding was distinct from a civil action, which is one that "seek[s] to enforce or protect a private civil right."[123] An administrative enforcement action, such as in the current case, does not seek to enforce or protect a private civil right. Similarly, the Supreme Court, when analyzing 28 U.S.C. § 2415(a), another federal limitations statute, stated that the term "action" is "ordinarily used in connection with judicial, not administrative, proceedings."[124]

The FCC's analysis of the context, purpose and history of Section 1658(a) further supports the conclusion that this section only applies to suits brought in federal court:

> Section 1658 was enacted as part of the Judicial Improvements Act of 1990. Title III of that Act, in which Section 1658 was enacted, is the Federal Courts Study Implementation Act of 1990. As those names would suggest, where the term "action" appears in the enacting law, it refers to formal judicial proceedings or other action by the judiciary or its governing bodies.
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> 'The primary goals of [the Judicial Improvements] Act [were] to decrease delays in the federal court system as a result of overloaded case dockets, to increase overall efficiency, and to reduce costs and litigation expenses." The

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[122] *Sandwich Isles Comms., Inc.*, FCC 18-172, 2019 WL 105385, at *39 (F.C.C. Jan. 3, 2019), *reh'g denied*, 2019 WL 2564087 (D.D.C. 2019); *see also Garvey v. Hale*, SE-14527, 1997 WL 566262, at *1 n.3 (N.T.S.B. Aug. 29, 1997) (stating that Section 1658(a) applies to "certain civil actions in federal court" and not to proceedings before the National Transportation Safety Board).

[123] *United States v. Searcy*, 880 F.3d 116, 124 (4th Cir. 2018), *cert. denied*, 139 S. Ct. 285 (2018).

[124] *BP Am. Prod. Co. v. Burton*, 549 U.S. 84, 91 (2006). The cases cited by Butler Amusements as examples of the term "civil action" being applied to administrative proceedings are inapposite because they apply the Administrative Procedure Act, which provides a cause of action for review of administrative actions in federal court, and thus involves a judicial proceeding not limited to administrative proceedings. *See* Resp. Br. at 10-12.

> purpose of Section 1658 specifically was to eliminate the need for federal courts to "borrow" the most analogous state or federal law limitations period for federal claims that lacked their own designated limitations period.
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> In other words, the legislative concerns that animated the enactment of Section 1658, and the goals of Judicial Improvements Act of 1990 as a whole, related to proceedings in federal court, not administrative proceedings.[125]

The FCC concluded by noting that it could find no case where section 1658(a) was used to set the limitations period for an administrative proceeding.[126] The Board likewise concludes that the limitations period set forth in 28 U.S.C. § 1658(a) does not apply to this administrative enforcement action.

C. *Statutes of Limitations Should Not Be Borrowed from Other Statutes in Suits Brought by the Government*

Butler Amusements also argues that the ALJ erred by failing to "borrow" a statute of limitations from either the Fair Labor Standards Act or the H-2A program for application in this case.[127] However, the borrowing principles relied upon by Butler Amusements apply to private actions brought under a federal statute that does not itself specify a statute of limitations—not, as here, where the enforcement action is brought by the government itself.[128] Because these borrowing principles do not apply in cases brought by the government,[129] the ALJ did not err in refusing the requested action.

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[125] *Sandwich Isles Comms., Inc.*, 2019 WL 105385, at *39 (citations omitted).

[126] *Id.* at *40.

[127] *See* Resp. Br. at 12-15. Butler Amusements' references to the H-2A program two-year statute of limitations, *id.* at 14, is also misplaced because it applies to *debarment* actions, not enforcement actions. *See* 8 U.S.C. 1188(b).

[128] *See, e.g., Lampf, Pleva, Lipkind, Prupis & Petigrow v. Gilbertson*, 501 U.S. 350, 355-56 (1991) (discussing borrowing principles in the context of a private action), *reh'g denied*, 501 U.S. 1277 (1991); *Bd. of Regents v. Tomanio*, 446 U.S. 478, 488 (1980) (same).

[129] *See, e.g., Alden Mgmt. Servs., Inc. v. Chao*, 532 F.3d 578, 581-82 (7th Cir. 2008) (noting that "nothing in the [INA] establishes a period of limitations for the Secretary's proceeding" and stating that "a borrowing approach . . . does not apply to administrative proceedings initiated by the national government" (citation omitted)); *Dole v. Local 427*, 894

2. Butler Amusements Violated the INA and the H-2B Regulations by Employing H-2B Workers Outside the Job Classification Listed on the Application for Temporary Labor Certification

The ALJ found that the Administrator had adequately established that Butler Amusements substantially failed to comply with the 2008 H-2B regulations by employing nine H-2B workers as ARAs who did not perform ARA job duties.[130] Instead, Butler Amusements employed these H-2B employees as drivers, shop workers, and supervisors of ARAs.[131] After reviewing the ALJ's finding de novo, we agree with the ALJ for the following reasons.

A. Statutory and Regulatory Background

In 2008, the DOL proposed and instituted an attestation-based filing system for the H-2B program; the employer's "information and attestations on the application form" were to provide the Department with "the necessary assurances . . . to initially verify program compliance."[132] The regulation also provided for the Department to conduct compliance audits of H-2B applications[133] and for the Administrator to conduct investigations.[134]

Following an investigation, the Administrator can identify three types of violations: (1) a willful misrepresentation of a material fact on a petition; (2) a substantial failure to meet any conditions of the labor certification or DHS Form I-

F.2d 607, 614-15 (3d Cir. 1990) (rejecting argument that an analogous federal statute of limitations should apply to Secretary of Labor's suit brought under the Labor Management Reporting and Disclosures Act); *Marshall v. Intermountain Elec. Co.*, 614 F.2d 260, 263 (10th Cir. 1980) (refusing to apply state statute of limitations to Secretary of Labor's action under the Occupational Safety and Health Act).

130 D. & O. at 19.

131 *Id.*

132 *Id.* at 17 (citing Lab. Certification Process and Enf't for Temp. Em't in Occupations Other Than Agric. or Registered Nursing in the U.S. (H-2B Workers), and Other Technical Changes, 73 Fed. Reg. 245, 78,020 (Dec. 19, 2008); Final Rule, 73 Fed. Reg. 245, 78,035 (Dec. 19, 2008) (codified at 20 C.F.R. §§ 655 and 656)).

133 *Id.* (citing 20 C.F.R. § 655.24).

134 *Id.* at 17-18 (citing 20 C.F.R. § 655.60). The Administrator performs all of the Secretary's investigative and enforcement functions, and pursuant to a complaint or otherwise, conducts investigations and gathers information as deemed necessary by the Administrator to determine compliance with the H-2B program. 20 C.F.R. §§ 655.50(a)-(b).

129; or (3) a misrepresentation of a material fact to the State Department on a visa application.[135]

In this case, WHD's 2013 investigation found that Butler Amusements substantially failed to meet the conditions of the labor certification application attested to as listed in Section 655.22.[136] Section 655.22(n) requires the employer to attest that it truly and accurately stated the number of workers needed, the dates of need, and the reasons underlying the temporary need in its labor certification request.[137]

On ETA Form 9142B, Butler Amusements represented that it had a temporary need for 246 full-time seasonal "Amusement and Recreation Attendants" starting on February 1, 2013, and ending on October 31, 2013.[138] Butler Amusements listed the job duties that these workers would perform as a "variety of attending duties at amusement facility (traveling carnival). Set-up, tear-down, operate amusement rides, food concessions and/or games.'"[139] When Brajevich signed the Employer's Declaration in Appendix B.1 Section B on ETA Form 9142, he certified that the "job opportunity was a full-time temporary position and that 'the dates of temporary need, reason(s) for temporary need, and number of worker positions being requested for certification has been truly and accurately stated on the application[.]'"[140] However, because Butler Amusements employed nine H-2B workers as supervisors (2), shop workers (2), and drivers (5), WHD determined that Butler Amusements substantially failed to meet the conditions of the labor certification.[141] The ALJ agreed.

On appeal, Butler Amusements contends that the ALJ erred in finding that it violated 20 C.F.R. § 655.22(n) because while the statute is violated when there is a misrepresentation on the application, it is not violated when an employer compensates workers at the approved wage rate for the approved job code although

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135 *Id.* at 17 (citing 20 C.F.R. § 655.60).

136 *Id.* at 17-18. *See* 20 C.F.R. § 655.60(b) (Administrator to determine through investigation whether the employer has "[s]ubstantially failed to meet any of the conditions of the labor certification application attested to, as listed in § 655.22, or any of the conditions of the DHS I-129, Petition for a Nonimmigrant Worker for an H-2B worker in 8 CFR 214.2(h).").

137 20 C.F.R. § 655.22(n).

138 D. & O. at 4.

139 *Id.* (citation omitted).

140 *Id.* at 5 (citation omitted).

141 *Id.* at 9-10, 13.

the workers may have also performed additional "incidental" job duties.[142] Butler Amusements argues its application did not contain a misrepresentation of its temporary need and therefore, it could not have violated Section 655.22(n).[143] Butler Amusements argues that, instead of charging it under 20 C.F.R. § 655.22(n) for mispresenting its temporary need for workers, the Administrator was required to charge this case as a willful misrepresentation of a material fact when Butler Amusements submitted the application in 2012 or when it was approved.[144]

Contrary to this argument, the Administrator was not required to charge this matter as a willful misrepresentation case. The Administrator may charge an employer with a willful misrepresentation or a substantial failure to comply with the conditions attested to on ETA Form 9142B,[145] and in this case chose the latter. A substantial failure violation occurs after the workers are in the U.S.[146]

We now turn to whether Butler Amusements substantially failed to comply with the temporary need requirement in 20 C.F.R. Section 655.22(n). The INA defines substantial failure as "the *willful failure* to comply [with this section which] constitutes a *significant deviation* from the terms and conditions of a petition."[147]

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142 Resp. Br. at 3-4, 34.

143 *Id.* at 24-25.

144 *Id.* at 7 n.1.

145 20 C.F.R. § 655.60(a)-(b).

146 *See* RX 40 (Deposition of Carrie Aguilar) at 18-19 (Aguilar explaining the difference between a misrepresentation (occurs when "something that was known at the time of the filing to be an error or incorrect" before the workers are in the country) and a substantial failure (a failure "to comply substantially with the terms and conditions outlined in" ETA Form 9142B "[a]fter the workers are here and the terms and conditions of [ETA Form 9142B] are not complied with"); *see also Adm'r, Wage and Hour Div., U.S. Dep't of Lab. v. C.S. Lawn & Landscape, Inc.*, ARB No. 2020-0005, ALJ No. 2018-TNE-00023, slip op. at 8 (ARB Apr. 4, 2022) (in which the Board held that the employer's substantial failure to comply with Section 655.22(g)(1) did not start to accrue until the employer actually took the housing deduction from the workers' paychecks).

147 8 U.S.C. § 1184(c)(14)(D) (emphasis added). Section 214(c)(14) of the INA states that if DHS finds "a substantial failure to meet any of the conditions of the petition to admit . . . a nonimmigrant worker under [8 U.S.C. § 1101(a)(15)(H)(ii)(b)] or . . . a willful misrepresentation of a material fact in such petition," it may impose such administrative remedies, including civil monetary penalties, as it determines to be appropriate. 8 U.S.C. § 1184(c)(14)(A). The statute continues: "In this paragraph, the term 'substantial failure' means the willful failure to comply with the requirements of this section that constitutes a significant deviation from the terms and conditions of a petition." 8 U.S.C. § 1184(c)(14)(D). In addition, "the highest penalties shall be reserved for willful failures to meet any of the conditions of the petition that involve harm to United States workers." 8 U.S.C. § 1184(c)(14)(C).

Likewise, a substantial failure under the 2008 H-2B regulations means a "willful failure that constitutes a significant deviation from the terms and conditions of the labor condition application or the DHS I-129."[148]

B. *Butler Amusements Willfully Failed to Comply with the 2008 Regulations Because It Recklessly Disregarded Whether It Was in Compliance with the INA and H-2B Program Requirements*

The 2008 H-2B regulations define "willful failure" as a "knowing failure or a reckless disregard with respect to whether the conduct was contrary to sec. 214(c) of the INA, or this subpart."[149] Under this standard, the term "willful" refers to conduct that is "voluntary," "deliberate," or "intentional," and "not merely negligent."[150] A violation is willful if the employer "either knew or showed reckless disregard for the matter of whether its conduct was prohibited . . . ."[151] An act is not "willful" if the employer simply knew potential violations were "in the picture."[152]

The ALJ found Butler Amusements "acted with reckless disregard for whether it was in compliance with the INA and its implementing regulations by ignoring the regulations and instructions accompanying the temporary employment certification application and employing nine H-2B workers outside of its job certification."[153]

Butler Amusements argues that it did not act with reckless disregard because: (1) it did not have proper notice or knowledge of its obligations under the H-2B program as the 2008 Rule did not provide or explain how much detail to provide when submitting a job code, how to complete ETA Form 9142B or instructions for describing job duties, or what the correct test was to determine a job code; (2) 20 C.F.R. § 655.22(n) does not address the impropriety of compensating workers at the approved job rate if they were not performing the job duties for the approved job code but addresses misclassification on the application; and (3) that it did not know of a regulatory requirement to only employ H-2B workers in the certified job classifications, nor did the ALJ ever identify any pertinent regulatory duty.[154]

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148 S*ee* 20 C.F.R. § 655.65(d); *see also* 8 U.S.C. § 1184(c)(14)(A).

149 20 C.F.R. § 655.65(e) (citing *McLaughlin v. Richland Shoe Co.*, 486 U.S. 128 (1988); *Trans World Airlines v. Thurston (Thurston)*, 469 U.S. 111 (1985)).

150 *McLaughlin*, 486 U.S. at 133.

151 *Id.*

152 *Thurston*, 469 U.S. at 127.

153 D. & O. at 19.

154 Resp. Br. at 24-29.

i. Butler Amusements Ignored the 2008 H-2B Regulations

Butler Amusements argues that an agency must provide notice of its interpretation of what is prohibited before it may impose penalties.[155] The agency provides notice "[i]f, by reviewing the regulations and other public statements issued by the agency, a regulated party acting in good faith would be able to identify, with 'ascertainable certainty,' the standards with which the agency expects parties to conform."[156]

Here, we agree with the ALJ that "[t]he regulations and instructions accompanying the certification application provided ample notice and guidance for Employer to comply with the INA and the terms of its certification,"[157] and that several sections of the 2008 H-2B regulations would have given Butler Amusements notice of its obligations.[158] The 2008 H-2B regulations dictated that employers must truly and accurately state, "the dates of temporary need, reason for temporary need, and number of positions being requested for labor certification . . . on the application."[159] These directions are clear, and we agree with the ALJ that Butler Amusements "should have known that it was supposed to employ the number of ARA workers it had truly and accurately requested."[160]

Butler Amusements argues on appeal that the 2008 H-2B regulations do not provide notice to employers about how to request a job code during the application process or "limit the employer's assigned job duties to the job code requested."[161] Butler Amusements argues that because of the lack of guidance from the H-2B regulations, including how much time and effort it should have spent on selecting a job code, "attempting to impose a regulatory duty would seriously undermine the public's ability to understand the rules that must be followed."[162]

We agree with the ALJ that "[t]he content and purpose of the advertising requirements should have given Respondent notice of the level of specificity

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155 *Id.* at 30; *see also* D. & O. at 19 ("An agency must provide notice of its interpretation of what is prohibited before it may impose penalties.") (citing *Gen. Elec. Co. v. U.S. EPA*, 53 F.3d 1324, 1328-29 (D.C. Cir. 1995)).

156 D. & O. at 19-20 (citing *Gen. Elec. Co.*, 53 F.3d at 1329).

157 *Id.* at 19.

158 *Id.* at 20.

159 20 C.F.R. § 655.22(n).

160 D. & O. at 20.

161 Resp. Br. at 26-27.

162 *Id.* at 27, 32.

required for the job description."[163] The 2008 H-2B regulations explain that "[b]efore receiving a temporary labor certification for H-2B workers, an employer must ensure that there are not enough interested and able U.S. workers to fill the positions.[164] Employers must advertise the job with enough specificity "to apprise applicants . . . where [they] will likely have to reside to perform the services or labor" and describe the "opportunity (including the job duties) . . . with sufficient detail to apprise applicants of services or labor to be performed . . ." as well as, "[t]he job opportunity's minimum education and experience requirements . . . ."[165] Furthermore, the job description in the advertisement and the temporary employment certification application have to be similar because employers cannot place "less favorable" job requirements on U.S. workers.[166] Thus, like the ALJ, we find unconvincing Respondent's arguments that it did the best it could in the absence of clear directive and guidance.

Butler Amusements also argues that workers performed a variety of job duties but that none of these job duties were assigned outside of the job code, and that it was being efficient by concentrating approved duties in a small number of H-2B workers.[167] Butler Amusements argues that when it searched the different job titles, every single one of the duties listed was an approved job duty for "Amusement and Recreation Attendants." Thus, it satisfied the only regulatory staffing requirement, which is to comply with industry practice.[168] Like the ALJ, we find that Butler Amusements should have known it was required to describe the job duties with enough specificity to inform workers of the labor to be performed. However, "despite its representations on the temporary employment certification, [Butler Amusements] placed workers in positions where they were supervising other employees, exclusively driving semi-trucks, or working in a repair shop—all duties which were not listed on ETA Form 9141, 9142B, or the I-129."[169]

We also agree with the ALJ that Sections 655.20 and 655.34(b) also provide notice that a strategy of concentrating duties to promote efficiency violates the 2008 H-2B regulations.[170] Section 655.20(d) states that "[c]ertification of more than one position may be requested on the application as long as all H-2B workers will

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163 D. & O. at 20.

164 *Id.* (citing 20 C.F.R. § 655.17).

165 20 C.F.R. § 655.17.

166 *Id.*

167 Resp. Br. at 30-31.

168 *Id.*

169 D. & O. at 20.

170 *Id.*

perform the same services or labor on the same terms and conditions, in the same occupation . . . ."[171] Section 655.34(b) states "[a] temporary labor certification is only valid for the . . . specific services or labor to be performed . . . ."[172] We find it notable that, although the company had participated in the H-2B program since 2000, CEO Brajevich admitted he had never read or referenced the 2008 H-2B rules. As the ALJ noted, if Brajevich had read the regulations, "these requirements would have put [Butler Amusements] on notice that all workers within a certification should perform the same labor, under the same conditions, and in the same occupations and that the certification was only valid for the services or labor specified in the application."[173]

Having carefully reviewed the record de novo, we see no reason to disturb the ALJ's findings.[174] We therefore conclude that Butler Amusements showed reckless disregard for complying with the statute and regulations when it submitted a temporary employment certification for 246 ARA workers, and did not review the implementing regulations, and then employed some of its certified H-2B workers exclusively in occupations outside of the certification.

ii. Butler Amusements Ignored Instructions on ETA Forms 9141, 9142B, and DHS I-129

Regardless of whether Brajevich read the 2008 H-2B rules, the instructions accompanying ETA Forms 9141, 9142B, and the DHS I-129 informed Butler Amusements of its obligations. Thus, we agree with the ALJ that Butler Amusements "seemingly ignored the instructions they did receive with their temporary employment certification."[175] The ALJ provided an example:

> [T]o enable ETA to make a prevailing wage determination (PWD), [Butler Amusements was] to '[d]escribe the job duties, in detail, to be performed by any worker filling the job opportunity.' The instructions stated, 'specify field(s) and/or product(s)/industry(ies) involved, any equipment to be used, and pertinent work conditions.' The duties provided must be specific enough to be classified under a relevant SOC pursuant to the O*Net publication.[] The

171 20 C.F.R. § 655.20(d).

172 20 C.F.R. § 655.34(b).

173 D. & O. at 20.

174 As stated by the ALJ, Butler Amusements' "strategy to 'just put [workers] wherever we can get them to be efficient,' was expedient, but clearly violated this explicit requirement." *Id.*

175 *Id.* at 21.

> instructions also directed [Butler Amusements] to indicate the number of employees the H-2B workers would supervise and whether the supervised workers would be subordinates or peers. The ETA Form 9142B has similar instructions.[176]

We agree with the ALJ that despite this guidance, Butler Amusements "did not include in the description any mention of needing a commercial driver's license, driving a semi-truck to transport rides, working in a repair shop, or supervising other employees."[177] Butler Amusements instead employed H-2B workers in positions dramatically different from the job description—in the positions of first-line supervisors, maintenance shop workers, and drivers—that was used to generate a prevailing wage determination, advertised to U.S. workers, and certified for H-2B workers.[178]

If Butler Amusements wished to fill positions that included supervisory roles, driving, and shop work, it "should have submitted separate applications for the various jobs they sought to fill."[179] Instead, Butler Amusements "exerted minimal effort to comply with the INA and the 2008 H-2B regulations, which demonstrated more than mere negligence, but a reckless disregard for whether its actions violated the statute and regulations."[180]

iii. Butler Amusements Did Not Act Reasonably or with a Good Faith Belief That It Had Not Committed a Violation of the 2008 H-2B Regulations

Butler Amusements argues that, because it relied on an experienced consultant when filing out the Form 9142B, it could not have willfully violated the regulations.[181] As the ALJ noted, "[i]n the Notice of Proposed Rulemaking, the Department confirmed '[i]n the H-2B program, the agent simply represents the employer in the labor certification process. The employer is ultimately responsible for its obligations under the program . . . .'"[182] By signing Butler Amusements' Declaration on ETA Form 9142B, Brajevich "certified the job opportunity was a full-

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176 *Id.* (citations omitted).

177 *Id.*

178 *Id.*

179 *Id.*

180 *Id.* The ALJ found if Butler Amusements "had reviewed the regulations and other documents in good faith, [it] could have ascertained what actions to take to comply." *Id.* (citing *Gen. Elec. Co.*, 53 F.3d at 1329).

181 Resp. Br. at 32-33.

182 D. & O. at 21 (citing RX 76 at 17; 73 Fed. Reg. 245, 78,035 (Dec. 19, 2008)).

time temporary position and that '[t]he dates of temporary need, reason(s) for temporary need, and number of worker positions being requested for certification has been truly and accurately stated on the application . . . .'"[183] Brajevich "took full responsibility for the accuracy of any representations made by his agent or attorney and declared under penalty of perjury that he read and reviewed the application and that to the best of his knowledge it was true and accurate."[184]

As did the ALJ, we find the Supreme Court's *Thurston* case instructive on this issue. In *Thurston*, the record showed that the employer, an airline, acted reasonably and in good faith.[185] When airline officials met with lawyers, they determined that the airline's existing policy violated the Age Discrimination in Employment Act (ADEA), and proposed and adopted a new policy.[186] Relying on these facts, the Court held that the airline did not show willful or reckless disregard for whether its conduct violated the ADEA.[187] We agree with the ALJ's finding that, unlike the airline in *Thurston*, Butler Amusements did not act reasonably and in good faith.[188] The airline in *Thurston* "did not just consult counsel, they engaged with the process, and changed their plan of action based on counsel's advice."[189] Thus, merely "[c]onsulting counsel is not sufficient to show that one acted in good faith, nor is pleading ignorance."[190]

On appeal, Butler Amusements argues that its expert consultant advised it to pursue this course of action and that the ALJ imposed "strict liability" for relying on an erroneous professional consultant.[191] We disagree. The ALJ correctly noted that it was Butler Amusements and "Brajevich [who] took full responsibility for the accuracy of any representations made by his agent or attorney and declared under

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183 *Id.* (citing AX C-9 (Attestation #13)).

184 *Id.* at 21-22 (citing AX C-9). The ALJ also noted that Brajevich testified that Respondent's counsel acted on Butler Amusements' authority. *Id.* at 22(citing the RESTATEMENT (THIRD) OF AGENCY, § 2.01 (2006) (which states that "[a]n agent acts with actual authority when at the time of taking action that has legal consequences for the principal, the agent reasonably, in accordance with the principal's manifestations to the agent, that the principal wishes the agent so to act.")). The ALJ concluded that Respondent's counsel "acted with actual authority and Butler Amusements is bound to the legal consequences of his actions." *Id.*

185 469 U.S. at 129.

186 *Id.*

187 *Id.*

188 D. & O. at 22 (citing *Thurston*, 469 U.S. at 113).

189 *Id.* (citing *Thurston*, 469 U.S. at 129).

190 *Id.*

191 Resp. Br. at 33.

penalty of perjury that he read and reviewed the application and that to the best of his knowledge it was true and accurate."[192] The ALJ did not impose strict liability by finding that Butler Amusements did not reasonably rely on counsel, but instead concluded it is ultimately the employer's responsibility to ensure that its application is accurate, and in this case Butler Amusements failed to do so.

Relying on counsel with expertise in the H-2B program alone is not persuasive evidence that an employer acted reasonably or in good faith with the INA and H-2B program requirements. In sum, the Board agrees with the ALJ that, despite adequate notice of its obligations, Butler Amusements made convenient decisions and exerted minimal effort to comply despite relying on and consulting with counsel.

C. *Butler Amusements Placed Nine H-2B Employees Outside of ARA Positions and Its Reckless Disregard Resulted in a Significant Deviation from the Terms and Conditions of ETA Forms 9141 and 9142B*

As set out in the Background section in detail, the core tasks for ARA positions as published in O*NET are vastly different than those represented by Butler Amusements in ETA Forms 9141 and 9142B.[193] In the face of the disparity between the O*NET core task description and the work that the nine subject H-2B workers actually performed, Butler Amusements argues that employing workers exclusively in supplemental activities was not a significant deviation from the job certification because their strategy of concentrating approved duties in a small number of H-2B workers made them more efficient and thus was acceptable under the H-2B regulations under the "incidental-duty rule."[194] This argument fails both factually and legally.

Turning first to the facts, the O*NET description for "supplemental activity" lists includes "inspecting equipment to detect wear and tear and making minor repairs," and similarly, "an ARA might spend some time maintaining inventories of

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192 D. & O. at 21-22 (citation omitted).

193 In O*NET, the core duties for ARA positions are: selling tickets; collecting fees; selling refreshments; recording details of attendance, sales, receipts, reservations, or repairs; providing information about facilities; directing patrons, monitoring safety; cleaning rides; and staying informed of safety measures. *Id.* at 22 (citation omitted). On ETA Forms 9141 and 9142B, Butler Amusements represented that the H-2B workers it sought as ARAs would, "[p]erform a variety of attending duties at amusement facility (traveling carnival)" and they would "[s]et up, tear down, operate amusement rides, food concessions and/or games." *Id.* No experience, education, training, specific skills, or special licenses were required for the job, and though the workers would travel to different worksites they would not supervise any other employees. *Id.*

194 Resp. Br. at 34.

equipment and assembling and disassembling equipment."[195] Here, the ALJ found that none of the nine employees performed the core duties associated with an ARA position, and that they also rarely performed the supplemental duties.[196] The ALJ noted that "[t]he five drivers spent their time almost exclusively transporting rides on semi-trucks. They self-identified as drivers and were listed as drivers. Additionally they slept in their trucks, had commercial drivers' licenses, and kept logbooks to comply with [U.S.] Department of Transportation regulations."[197] As for the two shop workers, they "labored solely in the maintenance shop cleaning parts and supplies, welding, doing inspections, and repairing rides."[198] "[T]he supervisors described themselves as supervisors, and other employees, as well as Butler Amusements' management, corroborated this."[199] "The supervisors walked around to make sure employees were doing their jobs, dealt with customer complaints, responded to ride operators when something was broken, and filled out the ride roster."[200] Thus, the ALJ found that "[t]he nine employees did not perform core ARA duties and only minimally performed supplemental ARA duties."[201]

Next, we turn to the law. As an initial matter, the Board is unpersuaded by Butler Amusements' argument that the "incidental-duty rule" should be "borrowed" from H-2A regulations for application to the current case.[202] Butler Amusements is also incorrect that the 2008 H-2B Regulations did not require it to employ H-2B workers only in the job code that was requested and approved.[203] This argument

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195 D. & O. at 22-23 (citations omitted).

196 *Id.* at 23.

197 *Id.* (citations omitted).

198 *Id.* (citations omitted). The ALJ noted that Villegas did not need his company shirt because he spent so little time working with the public. *Id.* (citation omitted).

199 *Id.* (citation omitted).

200 *Id.* (citation omitted).

201 *Id.* (citation omitted).

202 The "incidental activities" argument fails because this provision is related to the type of "work activity of the type typically performed on a farm and *incident to the agricultural labor or services for which an H-2A labor certification was approved may be performed by an H-2A worker*." 73 Fed. Reg. 77,110 (Dec. 19, 2008) (emphasis added).

203 Resp. Br. at 26. Respondent also argues that the new language in the 2012 and 2015 regulations prohibiting workers outside of the certified job classifications demonstrated that the 2008 H-2B regulations did not prohibit the practice. *Id.* at 24-26. The clarifying language in those later regulations, however, indicated that the requirement existed under the 2008 H-2B regulations but was not explicit. D. & O. at 23 (noting that the 2012 and 2015 H-2B regulations added clarifying language that "'an H–2B worker is only permitted to work in the job and in the location that OFLC [Office of Foreign Labor Certification] approves unless the employer obtains a new temporary labor certification.'").

ignores and undermines the purpose of the INA and the Department's temporary labor certification process to protect U.S. workers. Butler Amusements certified that there were no qualified U.S. workers available for the positions and that employment of H-2B workers would not adversely affect the wages and working conditions of U.S. workers.[204] If the regulations did not require H-2B workers to be only employed in the job code requested, the Department's certification process would be rendered meaningless—as the ALJ succinctly stated, "to allow employers to select a job code, receive a prevailing wage determination, advertise the job to [U.S.] workers, hire H-2B workers after certifying that no [U.S.] workers wanted the position, and then employ H-2B workers to perform a different job entirely, undermines the purpose of the INA to protect U.S. workers."[205]

Accordingly, we agree with the ALJ that Butler Amusements "failed to advertise the nine positions to [U.S.] workers and adequately compensate the nine employees."[206] "Drivers, shop workers, and supervisors all have different SOC codes and corresponding prevailing wage rates, which are higher than the [prevailing wage rate] for [an] ARA."[207] As Butler Amusements "placed these nine employees outside of the ARA position but paid them as if they were ARA employees, [Butler Amusements] significantly deviated from its certification and owes back wages."[208] Butler Amusements' reckless disregard for the regulations and its lack of a good faith effort to comply with the rules resulted in a substantial failure to meet

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204 *See* RX 2 (ETA's Certification of Butler Amusements' Application) at 21.

205 D. & O. at 23. By placing workers outside the position of ARA, Butler Amusements failed to ensure that there no qualified workers in the U.S. for the positions of drivers, shop workers, and supervisors. Butler Amusements' failure not only ignored regulatory guidance, but also undermined the labor certification process of ensuring that it had been "unsuccessful in locating sufficient numbers of qualified U.S. applicants *for the job opportunity for which labor certification is sought*." 20 C.F.R. §655.22(c) (emphasis added). *See also Outdoor Amusement Bus. Ass'n, Inc. v. U.S. Dep't of Homeland Sec.*, 983 F.3d 671, 675 (4th Cir. 2020), *cert. denied*, 142 S. Ct. 425 (2021) ("A core part of the H-2B visa program is labor certifications—the process of determining whether American workers are available and whether employment of H-2B workers would adversely affect similarly employed American workers."); *Nat'l Ass'n of Mfrs. v. U.S. Dep't of Homeland Sec.*, 491 F.Supp.3d 549, 565 (N.D. Cal. 2020), *appeal dismissed*, No. 20-17132, 2021 WL 1652546 (9th Cir. 2021) ("[A]ccording to the existing statutory scheme, the H-2B visa category requires that a visa can only be issued 'if unemployed persons capable of performing [the necessary temporary] service or labor cannot be found in this country[]' [and] [t]hat safeguard is achieved through a careful and robust certification process overseen by the Department of Labor[.]") (citations omitted).

206 D. & O. at 24.

207 *Id.* (citation omitted).

208 *Id.* (citation omitted).

conditions of the labor certification, and thus, Butler Amusements violated 20 C.F.R. § 655.22(n).

3. Remedy

If the Administrator finds that an employer has not paid wages at the wage level required by Section 655.22(e), the Administrator may require the employer to pay back wages.[209] Back wages further the purposes of the H-2B program by reducing the employer's incentive to bypass U.S. workers in order to hire H-2B workers who are more easily exploited.[210] The Board acknowledges the necessity and authority of WHD to reconstruct hours worked and payments made to determine back wages when the employer's records are unreliable.[211]

A. The ALJ's Recalculation of Back Wages Owed

WHD reconstructed the back wages owed based on a 40-hour week (per the temporary employment certification), the itinerary in the temporary employment certification, and SOC job codes for drivers, first-line supervisors, and maintenance and repair workers.[212] In finding that Butler Amusements owed $26,955.40, the Administrator did not rely on its pay slips because the Administrator found the number of hours worked recorded on the pay slips was not credible.[213] The ALJ found that the "pay slip hours were unreliable and could not have been used to reconstruct employee back wages" based on Aguilar's testimony that the typed timecards were less reliable than handwritten timecards because employees did not contemporaneously document when they started and stopped working and because the hours listed on the pay slips did not align with employee accounts.[214]

However, the ALJ found that the data in RX 26 was reasonably reliable regarding the location of the workers, and so recalculated the wages that Butler Amusements owed each worker as could be best determined from the locations

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209 20 C.F.R. § 655.65(i).

210 73 Fed. Reg. 78,020, 78,047 (Dec. 19, 2008).

211 *See Adm'r, Wage and Hour Div., U.S. Dep't of Lab. v. Peter's Fine Greek Food, Inc.*, ARB No. 2014-0003-B, ALJ Nos. 2011-TNE-00002, 2012-PED-00001, slip op. at 6 (ARB Sept. 17, 2014). Thus, the ALJ's decision to disregard some pay records did not impose a "de facto timekeeping obligation" on Butler Amusements, Resp. Br. at 35, and its FLSA-exempt status and statutory time-keeping obligations are irrelevant.

212 D. & O. at 24 (citation omitted).

213 *Id.* at 25 (citation omitted).

214 *Id.*

available in the exhibit.[215] The ALJ based the hourly wage rate on the Foreign Labor Certification (FLC) wage data in Administrator's Hearing Exhibit (AX) J, specifically the mean (H-2B) rate, for the respective location and occupation of the H-2B worker.[216] Based on the ALJ's recalculation of back wages using the mean H-2B wage for each worker as best determined from the locations available in RX 26, the ALJ found that Butler Amusements owed $26,786 in back wages.[217]

B. The ALJ Properly Determined the Amount of Back Wages Owed

Butler Amusements first contends that the ALJ erred as a matter of law by awarding back wages because they were not available for violations of Section 655.22(n) under the 2008 Rule.[218] Butler Amusements is incorrect. The first clause of Section 655.65(i) provides that "the Administrator may impose *such other administrative remedies as the Administrator determines to be appropriate*, including reinstatement of displaced U.S. workers, or *other appropriate legal or equitable remedies*."[219] Thus, under this broad grant of authority, the ALJ properly concluded that the Administrator can require Butler Amusements to pay back wages. Back wages are "appropriate" because the workers were not paid the prevailing wages that they should have been paid for the work they performed.

With regard to hours worked, Butler Amusements next argues that the ALJ erred as a matter of law by "imposing a de facto timekeeping duty with strict liability" by disregarding pay records countersigned by the H-2B workers.[220] This argument fails because the ALJ did not impose such a duty; the record and D. & O. reflect that the ALJ carefully reviewed the Respondent's pay records and

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215 *Id.*

216 *Id.* at 25-26. AX J contains the different SOC codes and corresponding prevailing wage rates for drivers, shop workers, and supervisors, which are higher than the prevailing wage rate for ARA. *Id.* at 24.

217 *Id.* at 25-26. The ALJ relied on data from RX 26, AX H, and AX J. *Id.* at 25. Butler Amusements summarily argues that "[t]he ALJ also erred as a matter of law by adopting the mean or average H-2B wage rate, D&O 26, even though that calculation did not exist under the 2008 DOL Rule." Resp. Br. at 38. Butler Amusements argues that the Administrator was required to present any evidence on which of 4 skill levels applied under 20 C.F.R. § 655.10 (2009) and alludes to skill level I as the appropriate wage rate. *Id.*

218 Resp. Br. at 35. Butler Amusements cites to 20 C.F.R. § 655.65(i), but appears to base this contention solely on the second clause of 655.22(i), which provides for back pay for violations of 20 C.F.R. § 655.22(e).

219 20 C.F.R. § 655.65(i) (emphasis added).

220 Resp. Br. at 35-38. Butler Amusements argues, *inter alia,* that because it was an FLSA-exempt employer and not required to keep records, the Administrator shifted the "burden of proof" to the employer. *Id.*

determined they were unreliable because some were incomplete, some were missing (including the driver logs), and some timesheets conflicted with others such that the ALJ had no way of determining which one was accurate.[221] The ALJ noted that Butler Amusements' pay slips were not contemporaneously recorded time cards and employees did not record their own hours; instead, carnival supervisors would record and report employees' hours to a payroll clerk.[222] The pay slips did not always reflect the hours H-2B employees spent driving, thus the pay slips did not always reflect accurate hours H-2B employees worked.[223] Employees who drove the vans were paid extra, but these hours were not reflected on the pay slips.[224] The unrecorded time spent driving was estimated to have been between two to eight hours, depending on the distance between fairs.[225]

Accordingly, we agree with the ALJ's conclusion that, based on these facts and not on any "de facto timekeeping duty," it was reasonable for the Administrator to use the 40 hours per week that Butler Amusements certified the H-2B workers would work, not the pay records.[226] With regard to the location of the workers, the ALJ found that the data regarding their location was reasonably reliable, and he then recalculated the wages that Butler Amusements owed each worker as could best be determined from the location evidence available.[227]

Butler Amusements also summarily argues that the ALJ erred as a matter of law by adopting the mean or average H-2B wage rate, because that calculation did not exist under the 2008 Rule.[228] We find that the ALJ reasonably looked at FLC data for mean hourly wage rates in the relevant period to determine wage rates for the jobs that the H-2B workers were actually performing.[229] Indeed, Butler Amusements agreed with the propriety of the Administrator's use of the average pay rate for the alternate job codes.[230] To the extent Butler Amusements is now

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221 D. & O. at 11-12.

222 *Id.* at 6-7.

223 *Id.*

224 *Id.* at 7

225 *Id.*

226 *See Peter's Fine Greek Food, Inc.*, ARB No. 2014-0003-B, slip op. at 6 (acknowledging the necessity and authority of WHD to reconstruct hours worked and payments to determine back wages when the employer's records are unreliable).

227 D. & O. at 25 (recalculating back wages and finding a small discrepancy based on the investigator's projected itinerary).

228 Resp. Br. at 38 (citing to 20 C.F.R. § 655.10 (2009)).

229 *See* D. & O. at 25-26.

230 Resp. Post-Hearing Br. at 18.

arguing that the wage rates it requested in its application for ARAs should have been used instead, it does not explain why the ALJ should have used those other rates in a subsequent enforcement action.

In sum, we have reviewed the ALJ's calculations and methodology and discern no sufficient reason to disturb the ALJ's calculations.

C. Butler Amusements Is Not Eligible for Any Credits

Under the 2008 H-2B regulations, employers were permitted to make deductions from a worker's pay, consistent with the FLSA, for the reasonable cost of furnishing housing and transportation, as well as worker expenses such as passport and visa fees.[231] The 2008 H-2B regulations stated: "The job offer must *specify* all deductions not required by law that the employer will make from the worker's paycheck. All deductions must be reasonable."[232]

Here, Butler Amusements claimed that it was entitled to credits for providing housing, local transportation, relocation expenses, taxes, and reimbursement for a prepayment plan because employees did not reach 40 hours a week during the period of investigation.[233] Butler Amusements argues that the ALJ erred by rejecting its proof of credits to offset legal obligations.[234]

As an initial matter, the ALJ noted that the Butler Amusements did not cite to any authority in support of these requested credits.[235] Instead, Butler Amusements submitted a joint statement signed by employees in 2019 who worked for them in 2013 that stated "employees received 'valuable benefits' such as housing, transportation, food, relocation, visa processing fees, 'and so on.'"[236] The ALJ did not give this statement any weight as he had no context for the circumstances in which it was signed, and noted there were inconsistencies between this statement, employee statements in 2013, and Butler Amusements' claim for credits.[237]

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231 D. & O. at 26 (citation omitted).

232 20 C.F.R. § 655.22(g)(1) (emphasis added). This regulation applies regardless of FLSA exemptions. *Id.*

233 D. & O. at 26-27.

234 Resp. Br. at 41-45.

235 D. & O. at 26-27.

236 *Id.* at 26.

237 *Id.* at 27. The ALJ provided examples. First, Butler Amusements did not mention taxes or the prepayment plan in the letter but claim a credit for them for 2013 in RX 47

The ALJ also gave no weight to statements in Butler Amusements' job offer, wherein it stated it would make "available mobile housing valued at $125.00 per week" and "transportation from venue to venue and scheduled transportation to laundry, shopping valued at $25.00 per week."[238] The ALJ found this language ambiguous; it was not clear whether the employer was deducting this benefit from the worker's pay or providing a free benefit.[239] Moreover, in 2013, all of the employees who lived in the trailers stated that housing was free.[240] Butler Amusements' temporary employment certification application also stated, "Employer follows prevailing practices for Traveling Amusement Industry in regards to housing, transportation and weekly salary for workers."[241] The ALJ found that "[t]his statement was also vague; it does not clearly specify all, or any, of the deductions [Butler Amusements] will make."[242]

Finally, the ALJ noted that WHD documented that at least two of the drivers did not live in the trailers.[243] The ALJ found that Butler Amusements' request for a deduction of $1,290 to $1,555 per employee for sleeping in a semi-truck cab was unreasonable.[244]

We find that, given all of the above facts, the ALJ properly determined that Butler Amusements was not entitled to take any offsets for wages due.

Butler Amusements also argues that the ALJ's interpretation that deductions must be disclosed in the ETA Form 9142B application is contrary to its reasonable interpretation that a deduction could be disclosed at any time before the workers' arrival at the worksite.[245] The ALJ concluded that the language in an addendum to the ETA Form 9142B "'reserving the right to charge a fee for housing and

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(Respondent's Recalculation of Back Wages with Credits Applied). *Id.* The ALJ also noted that all employee statements in 2013 stated that housing was free, and they independently pooled their money for food. *Id.* Additionally, the ALJ found that Butler Amusements' "and so on" statement did not pass muster as a specific valuable benefit to deduct. *Id.* (citing 20 C.F.R. § 655.22(g)(1)).

238 D. & O. at 27 (citation omitted).

239 *Id.*

240 *Id.* (citation omitted).

241 *Id.* (citation omitted).

242 *Id.* (citing 20 C.F.R. § 655.22(g)(1)).

243 *Id.* (citation omitted).

244 *Id.* (citing 20 C.F.R. § 655.22(g)(1)) (other citation omitted).

245 Resp. Br. at 38-41.

transportation,'" was an attempt to reserve a deduction "just in case" and failed to comply with Section 655.22(g)(1).[246] But as explained above, the ALJ did not rely on this interpretation of the disclosure requirement to reject Respondent's credits; the ALJ based his decision on Butler Amusements' lack of reliable evidence in support of the credits requested.[247]

D. The ALJ Properly Determined the Amount of Civil Money Penalties Owed

The ALJ upheld the Administrator's assessment of a $10,000 CMP for Butler Amusements' substantial failure to pay employees for the work they actually performed.[248] We affirm the ALJ's finding for the following reasons.[249]

The Administrator may assess CMPs of up to $10,000 for an employer's substantial failure to meet a condition of the Temporary Employment Certification or the DHS Form I-129, a willful misrepresentation in the application, or a failure to cooperate with a DOL investigation.[250] To determine an appropriate CMP, the Administrator "shall consider the type of violation committed and other relevant factors."[251] In addition to considering the willfulness of the violation,[252] the Administrator may also consider other discretionary factors to determine the appropriate CMP.[253]

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246 D. & O. at 27.

247 Thus, Butler Amusements' arguments regarding "dueling interpretations" are irrelevant.

248 D. & O. at 28.

249 "Regardless of whether the Board has the authority to perform a de novo review, we choose to accept the ALJ's findings if they are reasonable." *Peter's Fine Greek Food, Inc.*, ARB No. 2014-0003-B, slip op. at 2; *cf. Adm'r, Wage and Hour Div., U.S. Dep't of Lab. v. Wash. Farm Labor Ass'n*, ARB No. 2021-0069, ALJ No. 2018-TAE-00013, slip op. at 8 (ARB Mar. 31, 2023) (reviewing ALJ's CMP assessment under the H-2A program *de novo*).

250 20 C.F.R. § 655.65(c).

251 20 C.F.R. § 655.65(g).

252 "[T]he highest penalties shall be reserved for willful failures to meet any of the conditions of the petition that involve harm to United States workers." 8 U.S.C. § 1184(c)(14)(C); 20 C.F.R. § 655.65(g). Under the INA, a "willful failure" means a knowing failure or a reckless disregard with respect to whether the conduct was contrary to Section 214(c) of the INA. 20 C.F.R. § 655.65(e); *see McLaughlin*, 486 U.S. at 133.

253 The regulatory factors include: (1) the previous history of H-2B violations by the employer; (2) the number of workers affected by the violation; (3) the gravity of the violation; (4) the employer's good faith efforts to comply; (5) the employer's explanation of the violation; (6) the employer's commitment to future compliance; and (7) the extent to

The ALJ independently weighed the discretionary factors used to assess CMPs[254] and found that, based on the mitigating factors, the Administrator's assessment of a $10,000 CMP was reasonable.[255] Specifically, the ALJ determined: (1) although Butler Amusements did not have a history of violations, its records evidenced a broader lack of adherence to H-2B rules; (2) the Administrator convincingly argued that the violations were likely not limited to the nine employees in this case and reasoned that the same practices were used throughout Butler Amusements' operation but because these additional violations were not investigated or charged this factor does not weigh for or against Butler Amusements; (3) Butler Amusements' violation undermined objectives of the INA, thus the third factor favors assessing a large CMP; (4) although they hired a consultant, Butler Amusements put minimal effort into compliance; (5) Butler Amusements' explanation of its violation was wanting, and its delegation of work to a consultant was insufficient to show a good faith effort to comply; (6) although Butler Amusements refused to state that it would comply in the future because it was unwilling to admit it was out of compliance,[256] the ALJ found it likely that Butler Amusements will comply in the future; and (7) Butler Amusements gained financially by using ARA classifications that have lower prevailing wages than the other classifications.[257]

We agree with the ALJ's balancing of the above factors, only two of which neither weighed for or against Butler Amusements, and likewise conclude that the discretionary factors favored imposing the maximum CMP of $10,000 in this instance.[258]

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which the employer achieved a financial gain due to the violation, or the potential financial loss to the employer's workers. 20 C.F.R. § 655.65(g).

254 20 C.F.R. § 655.75(b) (The ALJ "may affirm, deny, reverse, or modify, in whole or in part, the determination of the Administrator," with the "reason or reasons for such order" to be stated in the decision.); *see also Adm'r, Wage and Hour Div., U.S. Dep't of Lab. v. Prism Enters. of Cent. Fl.*, ALJ No. 2001-LCA-00008, slip op. at 13 (ALJ June 22, 2001), *aff'd*, ARB No. 2001-0080 (ARB Nov. 25, 2003) (in which the ALJ noted that she weighed the seven factors differently than the Administrator weighed them).

255 D. & O. at 28-30.

256 *Id.* at 29.

257 *Id.* at 28-29.

258 The ALJ's finding would also have been appropriate under 29 C.F.R. § 655.65(a) given the back wages owed.

CONCLUSION

Accordingly, we **AFFIRM** the ALJ's determination that Butler Amusements violated 20 C.F.R. § 655.22(n), **AFFIRM** the WHD Administrator's assessment of back wages in the amount of $26,786.00, and **AFFIRM** the WHD Administrator's assessment of a civil money penalty of $10,000.

SO ORDERED.[259]

SUSAN HARTHILL
Chief Administrative Appeals Judge

TAMMY L. PUST
Administrative Appeals Judge

THOMAS H. BURRELL
Administrative Appeals Judge

[259] In any appeal of this Decision and Order that may be filed, we note that the appropriately named party is the Secretary, Department of Labor, and not the Administrative Review Board.